

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the Auction.
2. The Auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserved price.
4. As the auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permits vendor bids.
7. During the Auction, the Auctioneer will say, "VENDOR BID", when making bids on the vendor behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

SALE OF LAND REGULATIONS 2005
SCHEDULE 5
INFORMATION CONCERNING THE CONDUCT OF PUBLIC
AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being Auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the Auctioneer.

Vendor Bids

The law of Victoria allows vendors to choose to have bids made for them by the Auctioneer. If this is the case, it will be stated as the first rule applying to the Auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The Auctioneer can only make a vendor bid if-

- The auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- The auctioneer states when making the bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say, "vendor bid" in making the bid.

What rules and conditions apply to the Auction?

Different rules apply to an Auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public Auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the Auction.

Forbidden activities at auctions

The law forbids –

- Any person bidding for a vendor other than –
 - The auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - A representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- The auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- The auctioneer acknowledging a bid if no bid was made.
- Any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- Any person falsely claiming or falsely acknowledging that he or she made the bid.
- Any intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction?

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "LawToday".

INFORMATION ONLY

Contract of Sale

Property:

21 Calvert Place, Point Cook VIC 3030



JLE Conveyancing Pty Ltd
3/5 DEVONSHIRE ROAD
SUNSHINE VIC 3020
Tel: 03 9363 2075
Ref: JL:18003

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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Contract of Sale

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:
..... on/...../2025

Print names(s) of person(s) signing:

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2025

Print names(s) of person(s) signing: VLATKO VELJANOSKI and ALEKSANDRA VELJANOSKA

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.

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Particulars of Sale

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Particulars of Sale

Vendor's estate agent

Name: Harcourt Rata & Co
Address: 3/24 Oleander Drive, Mill Park VIC 3082
Email: sold@rataando.com.au
Tel: _____ Mob: 0402779055 Fax: _____ Ref: ROSE MICKOSKA

Vendor

Name: VLATKO VELJANOSKI and ALEKSANDRA VELJANOSKA
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd
Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020
Email: info@jleconveyancing.com.au
Tel: 03 9363 2075 Mob: _____ Fax: _____ Ref: 18003

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11990 Folio 306	1635	PS 749015K

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: 21 Calvert Place, Point Cook VIC 3030

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

Exclusion lists : N/A

Payment

Price \$ _____

Deposit \$ _____ by _____ (of which _____ has been paid)

Balance \$ _____ payable at settlement

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision or occupancy permit is issued.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are*:

- a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on / /20.....
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

Loan (general condition 20): NOT APPLICABLE AT AUCTION

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

Loan amount: no more than _____

Approval date: _____

Building report - NOT APPLICABLE AT AUCTION

- General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

- General condition 22 applies only if the box is checked

Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

Special condition 2 – Acceptance of title

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Electronic conveyancing

4.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

4.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

4.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

4.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

4.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

4.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

4.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

4.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

Special condition 5 – Condition of the Property

5.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

5.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

5.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

5.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

5.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of

those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 6 – Loan

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

Special condition 7 - Plan of Subdivision

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 48 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

Special condition 8 - Nomination

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

Special condition 9 – Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

Special condition 10 - Owners Corporate Certificate to be provided

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requisition, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Special condition 11 - Re-sale Deed

- For the sale of this land to take effect, both the Vendor(s) and Purchaser(s) may be required to enter into a Re-Sale Deed prior to the settlement date.
- The Re-Sale Deed will be obtained by the Vendor from the Developer's (Head Vendor's) solicitors.
- The Purchaser(s) acknowledge and agree that:
 - (a) any costs incurred by the Vendor in obtaining the Re-Sale Deed from the Developer's (Head Vendor's) solicitors will be adjusted at settlement; and
 - (b) the Purchaser(s) must execute the Re-Sale Deed and deliver the executed document(s) to the Vendor's conveyancer no later than seven (7) days prior to the settlement date.
- This Special Condition will only apply if a Re-Sale Deed is required by the Developer (Head Vendor) or their solicitors.

Special condition 12 - Builder Warranty Insurance/ Domestic Building Insurance

1. The buyers acknowledge this property does not have any builder warranty insurance for the built or renovations.
2. The buyer is agreeable to waive all his/her rights to request builder warranty insurance from the vendor.
3. The buyer agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to building warranty insurance.

Special condition 13 - No Warranty , representation or guarantee

1. The Vendor does not guarantee or make any representations about whether the work performed requires permits. The Purchaser acknowledges that it is solely their responsibility to determine whether permits or approvals are necessary for the work completed.
2. The Purchaser also acknowledges that the Vendor makes no representations or warranties concerning the compliance of the work with any legal or regulatory requirements, including but not limited to building codes, zoning laws, or safety standards.

Special condition 14 - Indemnity by Purchaser

The Purchaser agrees to indemnify and hold the Vendor harmless from any claims, costs, liabilities, or damages that may arise after settlement regarding the necessity of permits or warranty insurance for the work performed. This includes any costs the Purchaser incurs in obtaining permits or addressing any issues of non-compliance with legal or regulatory requirements.

1) The Purchaser will not have the right to:

- a. Claim any compensation, damages, or costs related to the work performed on the Property;
- b. Pursue any legal remedy against the Vendor for the performance of the work, including claims of breach of contract, misrepresentation, or any other legal action related to non-compliance (if any) with permit or regulatory requirements;
- c. Cancel or rescind this contract, in whole or in part, based on the Vendor's disclosure about the uncertainty of permit requirements for the work;
- d. Delay settlement due to any condition of the fixtures or fitting as the property is bought as is.

2) The Vendor is under no obligation to assist the Purchaser in obtaining permits, regulatory approvals, or insurance for any work performed on the Property prior to settlement, nor in rectifying any issues related to such work. The Purchaser agrees to cover all associated costs (if any).

The indemnity provisions in this agreement shall remain in effect after settlement and continue indefinitely, even after the transfer of the Property title to the Purchaser.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature " means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
 - 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
 - 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 2025

SIGNED by the said)

Print Name:)

.....

.....
Director (Sign)

in the presence of:)

Witness:)

.....

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	21 CALVERT PLACE, POINT COOK VIC 3030
-------------	---------------------------------------

Vendor's name	VLATKO VELJANOSKI	Date	/ /
Vendor's signature	_____		
Vendor's name	ALEKSANDRA VELJANOSKA	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Their total does not exceed: \$5,000.00

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
--	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Are contained in the attached certificate

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 1 of 1

VOLUME 11990 FOLIO 306

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LAND DESCRIPTION

Lot 1635 on Plan of Subdivision 749015K.
PARENT TITLE Volume 11888 Folio 104
Created by instrument PS749015K 13/06/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
VLATKO VELJANOSKI
ALEKSANDRA VELJANOSKA both of 21 CALVERT PLACE POINT COOK VIC 3030
AV606950P 09/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW933348R 14/06/2023
AMP BANK LTD

COVENANT PS749015K 13/06/2018

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AQ248925A 14/09/2017

DIAGRAM LOCATION

SEE PS749015K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ499717B (E)	CAVEAT	Registered	19/08/2025
AZ682466E (E)	WITHDRAWAL OF CAVEAT	Registered	10/10/2025
AZ738112K (E)	WITHDRAWAL OF CAVEAT	Registered	27/10/2025

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 21 CALVERT PLACE POINT COOK VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 14/06/2023

DOCUMENT END

Title 11990/306

Page 1 of 1



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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Lodged by

Name: MADDOCKS.....

Phone: 03 9258 3555.....

Address: Collins Square, Tower Two, Level 25, 727 Collins Street,
Melbourne VIC 3008.....

Ref: JOB: 6084915.....

Customer Code: 1167E.....

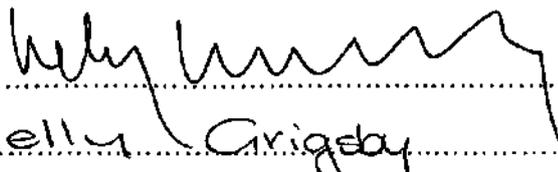
The Authority having made an agreement referred to in Section 181[1] of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: Sneydes Road Point Cook West being ~~part~~ of the land contained and described in Certificates of Title Volume 11890 Folio 839, Volume 11888 Folio 104, Volume 11891 Folio 140, Volume 11680 Folio 159 and Volume 11655 Folio 040.

Authority: Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030.

Section of Act under which agreement is made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application.

Signature for the Authority: 

Name of officer: Kelly Arigday.....

Office held: CEO.....

Date: 13/9/17.....



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Date 13, 9, 2017

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**Agreement under section 173
of the Planning and Environment Act 1987**

Subject Land: Sneydes Road, Point Cook

Purpose: WIK Agreement for Land, Projects and Open Space Equalisation

City of Wyndham

and

Satterley Point Cook Pty Ltd ACN 163 150 767

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 13 / 9 / 2017



Parties

Name	Wyndham City Council
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	Council
Name	Satterley Point Cook Pty Ltd
	ACN 163 150 767
Address	Level 3, 27-31 Troode Street, West Perth, WA 6005
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in so far as it is able to, as the Collecting Agency and Development Agency.
- D. The Owner is the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Planning Permits contain conditions which requires the Owner to pay development contributions or enter into an Agreement under Section 173 of the Planning and Environment Act providing for:
 - F.1 payment of development contributions;
 - F.2 satisfaction of the public open space contributions pursuant to clause 52.01 of the Planning Scheme; and
 - F.3 implementation of an approved public infrastructure plan.



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- G. The Owner has asked Council for permission to
 - G.1 carry out certain Infrastructure Projects which are funded by the Development Contributions Plan;
 - G.2 to transfer to or vest in Council the Land Projects; and
 - G.3 to transfer to or vest in Council the Open Space Land.

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- H. Council has agreed that the Owner will
 - H.1 carry out the Infrastructure Project;
 - H.2 transfer to or vest in Council the Land Projects; and
 - H.3 transfer to or vest in Council the Open Space Land.

in return for a credit against its development contribution liability under the Development Contributions Plan or as against its liability under clause 52.01 of the Planning Scheme as the case may be.

- I. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the Agreed Land Value specified in Schedule 3.

Agreement means this agreement and includes this Agreement as amended from time to time.

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 6.5 of this Agreement.

Bank Guarantee means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in Schedule 6.

Building Permit means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the development agency for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent or secondary consent for anything in an agreement or where a permit provides that something must not be done without Council's consent.



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CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of:

- the Infrastructure Project Value; or
- the Agreed Land Value -

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against the Owner's Development Infrastructure Levy for the Subject Land.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project approved by Council under clause 6.5.

Development Agency and **Collecting Agency** have the same meaning as in the Act.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

Development Agency and **Collecting Agency** have the same meaning as in the Act.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

GAIC means the Growth Areas Infrastructure Charge under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

Indexation means an adjustment to an amount carried out in accordance with the method set out in the Development Contributions Plan.



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Infrastructure Project means a project to be delivered by the Owner under this Agreement, identified in the relevant column of the table to Schedule 2 and which may be further illustrated and defined in a plan annexed to this Agreement.

Infrastructure Project Value means the Infrastructure Project Value specified in the relevant column of the table in Schedule 2

Infrastructure Design Manual means the manual entitled 'Engineering Design and Construction Manual for Growth Areas – April 2011 prepared by the Metropolitan Planning Authority.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act.

Land Project means a land project described in Schedule 3.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure required for the Infrastructure Projects or other infrastructure that is in the nature of regional or state infrastructure.

Maintenance Period means the period specified in Schedule 8 for each specified category of Infrastructure Project commencing on the date of the Certificate of Practical Completion of an Infrastructure Project to Council.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Open Space Land means land for public open space described in Schedule 4 and which may also be identified in the plan at Annexure "A".

Open Space Land Value means the amount specified in Schedule 4 as the Open Space Land Value or if not specified, then an amount determined by applying the methodology set out in Schedule 4 as the case may be.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Plan Checking Fee means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Infrastructure Project Value.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Permit means the planning permit specified in Schedule 7 as amended from time to time.

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6. Works in kind – Infrastructure Projects

6.1 Construction of Infrastructure Projects

The Owner must construct the Infrastructure Projects:

- 6.1.1 in accordance with the Designs approved by Council under clause 6.5 ;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2;
- 6.1.3 in accordance with any Public Infrastructure Plan or the like endorsed under the Planning Permit; and
- 6.1.4 to the satisfaction of Council in its capacity as the Development Agency.

6.2 Time for completion of Infrastructure Projects

The Owner agrees that if the Owner does not meet the specified Provision Trigger for an Infrastructure Project, Council in its capacity as responsible authority may:

- 6.2.1 at its absolute discretion, in writing, extend the timeframe; or
- 6.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

6.3 Obligation to complete Infrastructure Projects once commenced

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project regardless of whether the total cost of completing the Infrastructure Project exceeds the Infrastructure Project Value.

6.4 Infrastructure Project Value

The Parties agree that the Infrastructure Project Value is a fixed amount subject only to Indexation.

6.5 Design of Infrastructure Projects

The Owner agrees that:

- 6.5.1 the Owner must, at the full cost of the Owner, prepare the Designs of the Infrastructure Projects and submit the Designs to Council and any other relevant authorities for approval;
- 6.5.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
- 6.5.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects; and
- 6.5.4 prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for its approval:
 - (a) a copy of the terms and conditions of the contract to be awarded; and
 - (b) a copy of the proposed construction program.

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6.6 Variation of Approved Plans

The Owner agrees that upon the approval by Council of the Designs there will be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

6.7 Construction of Infrastructure Projects

In carrying out the Infrastructure Projects:

- 6.7.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects; and
- 6.7.2 Council is released from liability to pay and the Owner holds Council harmless in respect of any costs beyond the Infrastructure Project Value.

7. Certificate of Practical Completion

7.1 Certificate of Practical Completion

Council agrees that it will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

7.2 Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 7.2.1 accord with the Approved Plans and the Infrastructure Design Manual unless otherwise agreed in writing by Council;
- 7.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 7.2.3 comprise best industry practice to the extent required by the Approved Plans;
- 7.2.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 7.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as Development Agency.

7.3 Construction Procedures

The Parties agree that:

- 7.3.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority;
- 7.3.2 within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion;
- 7.3.3 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:

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(a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and

(b) what must be done to satisfactorily complete the Infrastructure Project;

7.3.4 Council may, notwithstanding a minor non-compliance, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction;

7.3.5 before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any maintenance or repair of defects in respect of the Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:

(a) consent of the owner of land to access such land;

(b) satisfied any condition of such consent; and

(c) in place all proper occupational health and safety plans as may be required under any law of the State of Victoria;

7.3.6 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

7.4 Obligations following Certificate of Practical Completion

Following the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner:

7.4.1 must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;

7.4.2 must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;

7.4.3 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period or the transfer of the land containing the Infrastructure Project or the transfer of the Infrastructure Project in accordance with clause 10 whichever is the later.

8. Land Projects

8.1 Transfer or vesting of Land Project

The Owner agrees to transfer to or vest in Council as directed by Council any Land Project:

8.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 8.2;

8.1.2 free of all encumbrances and any structure, debris, rubbish, refuse and contamination, except as agreed by Council;



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- 8.1.3 with all services to be available as specified in the relevant column of Schedule 3; and
- 8.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

8.2 Time for transfer or vesting of Land Project

The Owner agrees that if the Owner does not meet the Provision Trigger for any Land Project, Council may:

- 8.2.1 refuse to issue any subsequent Statements of Compliance which remains at the time of the Provision Trigger in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council in its capacity as Development Agency; or
- 8.2.2 at its absolute discretion, in writing, extend the timeframe of the Provision Trigger on the request of the Owner.

8.3 Agreed Land Value

The Owner acknowledges and agrees that:

- 8.3.1 the Agreed Land Value:
 - (a) is an amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan and is fixed and non-variable subject only to revaluation up to the date of commencement of this Agreement;
 - (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and
- 8.3.2 upon -
 - (a) the transfer of the Land Project to Council or the vesting of the Land Project in Council in satisfaction of the obligations under this Agreement; or
 - (b) payment being made to the Owner in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value -

no other compensation will be claimed by the Owner or is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

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9. Public Open Space

9.1 Open Space Land

The Owner must transfer to or vest in Council for municipal purposes as directed by Council, the Open Space Land:

- 9.1.1 in accordance with the relevant Provision Trigger;
- 9.1.2 free of all encumbrances and any structure, debris, waste, rubbish and refuse except as agreed by Council;
- 9.1.3 with all services to be available or connected as specified in the relevant column of Schedule 4; and
- 9.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency being that the Open Space Land is able to be safely used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

9.2 Time for transfer or vesting of Open Space Land

The Owner agrees that if the Owner does not meet the Provision Trigger for any Open Space Land, Council may:

- 9.2.1 refuse to issue any subsequent Statements of Compliance in respect of the development of the Subject Land which remains at the time of the Provision Trigger until the Open Space Land has been transferred to or vested in Council; or
- 9.2.2 at its absolute discretion, in writing, extend the timeframe of the Provision Trigger.

9.3 Value of Open Space Land

The Owner agrees that:

- 9.3.1 the Open Space Land Value:
 - (a) is the fixed amount as specified in Schedule 4 or alternatively is a fixed amount determined by applying the methodology set out in Schedule 4, as the case may be;
 - (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Open Space Land; and
- 9.3.2 upon
 - (a) the transfer of the Open Space Land to Council or the vesting of the Open Space Land in Council in satisfaction of the whole or part of its open space contribution liabilities under clause 52.01 of the Planning Scheme; or
 - (b) payment being made to the Owner in accordance with this Agreement –



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no other compensation will be claimed by the Owner or is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Open Space Land.

9.4 Over – provision

- 9.4.1 The Parties agree that notwithstanding that the Open Space Land that the Owner is transferring to or vesting in Council under this Agreement is greater than the total public open space contributions that the Owner is required to make under clause 52.01 of the Planning Scheme in respect of the Subject Land, the Owner does not seek any reimbursement or payment in respect of that over-provision.
- 9.4.2 The Parties agree that clause 9.4.1 survives the termination of this Agreement.

10. Transfer of Ownership of Infrastructure Project

10.1 Transfer

The ownership of a Land Project, Open Space Land and Infrastructure Projects will be transferred to Council upon;

- 10.1.1 the registration of a plan of subdivision in the case of a Land Project and Open Space Land; and
- 10.1.2 upon the issue of a Certificate of Practical Completion in the case of any other Infrastructure Project not also including a Land Project.

10.2 Bank Guarantee

The Owner agrees that:

- 10.2.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;
- 10.2.2 if the Owner fails to comply with a written direction from Council to undertake maintenance to an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to correct any defects; and
- 10.2.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any defects in the Infrastructure Project.

11. Credit and processing of credits

11.1 Credit

The Parties agree that:

- 11.1.1 the Owner will be entitled to a Credit for the Infrastructure Project Value from the commencement of this Agreement;





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13.3 Further actions

The Owner:

- 13.3.1 must do all things necessary to give effect to this Agreement;
- 13.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land and the Parent Titles in accordance with section 181 of the Act; and
- 13.3.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

13.4 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 13.4.1 Plan Checking Fee;
- 13.4.2 Supervision Fee;
- 13.4.3 Satisfaction Fee; or
- 13.4.4 Consent Fee

as required.

13.5 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 13.5.1 drafting, finalising, signing and recording this Agreement;
- 13.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 13.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

13.6 Time for determining satisfaction

If Council makes a request for payment of:

- 13.6.1 a fee under clause 13.4; or
- 13.6.2 any costs or expenses under clause 13.5

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

13.7 Interest for overdue money

The Owner agrees that:

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13.7.1 the Owner must pay to Council interest in accordance with the rate used for the purposes of section 172 of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

13.7.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

14. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

15. Owner's warranties

15.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

16. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

16.1 give effect to this Agreement; and

16.2 enter into a deed agreeing to be bound by the terms of this Agreement.

17. General matters

17.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

17.1.1 personally on the other Party;

17.1.2 by leaving it at the other Party's Current Address;

17.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

17.1.4 by email to the other Party's Current Email.

17.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

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19.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 19.1 from its Inherent GAIC liability.

20. Commencement of Agreement

This Agreement commences on the date of this Agreement.

21. Amendment of Agreement

21.1 This Agreement may be amended in accordance with the Act.

21.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

22. Ending of Agreement

22.1 This Agreement ends:

22.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

22.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

22.2 Notwithstanding clause 22.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.

22.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

22.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 22.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

22.5 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land and Parent Titles.

22.6 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

22.7 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the

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Schedule 1

- Point Cook West Development Contributions Plan

Schedule 2

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project*	% of project costs	Provision Trigger	Infrastructure Project Value	Credit Value
PB03	Brownlow Drive Pedestrian Crossing - Construction of a signalised pedestrian crossing	100%	Prior to Statement of Compliance issuing for Stage 31	\$336,660 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this Agreement	\$336,660 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this Agreement
RD01	Construction of 2 lane carriageway for 212m, excluding intersections (interim treatment) between Hacketts Road and the Princes Freeway.	100%	Prior to Statement of Compliance issuing for Stage 16	\$914,750 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this agreement	\$914,750 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this agreement

* If necessary, the Infrastructure Project can be described by reference to the Approved Plans if they have been approved or some other drawing or plan relating to the Infrastructure Project.

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**Schedule 3****Land Project**

DCP Project No.	Description of Land Project*	% of project costs	Provision Trigger	Authority the Land Project is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).]	Agreed Land Value	Credit Value
RD-01	Land totalling 0.7208 hectares for Dunnings Road Reserve to enable construction of 2 lane cartageway for 212m excluding intersections (interim treatment) between Hacketts Road and the Princes Freeway.	100%	Prior to 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$1,441,600 calculated as \$2,000,000 per hectare x 0.7208 ha. This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$1,441,600 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
RD-02	Land for Dunnings Road overpass (ultimate treatment) comprising 1.9300 ha.	100%	Prior to 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$3,860,000 calculated as \$2,000,000 per ha x 1.93000. This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$3,860,000 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
IND1	Land for Dunnings Road/Hacketts Road intersection (ultimate treatment) comprising 0.7518 ha.	100%	Prior to the earlier of a Statement of Compliance issuing for Stage 16B or 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$1,503,600 calculated as \$2,000,000 per ha x 0.7518 ha. This is a 1 July 2017 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$1,503,600 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
IND3	Land for Dunnings Road/North South Connector intersection comprising 0.2000 ha.	100%	Prior to 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$400,000 calculated as \$2,000,000 per ha x 0.2000 ha. This is a 1 July 2017 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$400,000 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
PB02	Land for Princess Freeway	100%	Prior to a Statement of Compliance	Council	Power Gas Water	\$160,000 calculated as \$2,000,000 per ha x 0.0800 ha.	\$160,000 This is a 1 July 2017

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	Pedestrian Overpass (ultimate treatment) comprising .0800ha.		Issuing for Stage 32 or 30 June 2018, whichever occurs earlier.		Drainage Telecommunications Sewer	This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
--	--	--	---	--	-----------------------------------	---	---

* If necessary, the Land Project can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Land Project.

INFORMATION ONLY

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Schedule 4

Open Space Land

Project No.	Description of Open Space Land*	Provision Trigger	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Open Space Contribution that the Owner is required to make under clause 52.01 of the Planning Scheme (in hectares)#	Open Space Provision	Open Space Land Value or methodology to be used for determining the Open Space Land Value
	The land identified as Park in the Endorsed Plans as: 1.0000 hectares in Stage 11; 1.0070 hectares in Stage 27; 0.7959 hectares in Stage 32 and 0.1560 hectares in Stage 35, and not defined in the first S173 Agreement for the Upper Point Cook Estate dated 10 March 2016 with dealing number AM653790W.	Upon the issue of a Statement of Compliance for the stage within which the park is located within the Endorsed Plans	Wyndham City Council	All services including Power Gas. Water Drainage outfall. Telecommunications Sewer	2.3821 hectares which, when combined with the 0.6179 hectares required to be provided (but which was not fully provided) for the land defined in the first S173 Agreement for the Upper Point Cook Estate dated 10 March 2016 with dealing number AM653790W, equals 3.0000 hectares as required in the Precinct Structure Plan.	2.8789 hectares (which, when combined with the 0.2074 hectares provided for the land defined in the first S173 Agreement for the Upper Point Cook Estate dated 10 March 2016 with dealing number AM653790W, equals 3.0863 hectares**. It must be noted that 0.0860 hectares relating to the land component of PB02 - Land for Princes Freeway Pedestrian overpass as identified in Schedule 3 - has been included in the 0.8000 hectares shown for Park A in Stage 32 of the Endorsed Plans and does not form part of the 2.8789 hectares open space provision.	The Agreed Open Space Land Value is equivalent to the amount required to satisfy the Owner's obligation contained in clause 52.01 of the Planning Scheme. Accordingly, there is no equalisation payment.**

* If necessary, the Open Space Land can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Open Space Land.

** The parties agree, and have previously agreed, that there will be no reimbursement for the excess provision of 0.0863 hectares of passive open space and have also agreed as set out in clause 9.4.1 that there will be no reimbursement for any form of over provision

AQ248925A



Schedule 5

Land Specified for the purposes of clause 19.1

Project No.	Land Description	Plan Reference		
-	-	-	-	-

Schedule 6

Amount of Bank Guarantee: 5% of the Infrastructure Project Value identified in Schedule 2

Schedule 7

- Subject Land – Sneydes Road Point Cook West being ~~part~~^{part} of the land contained and described in Certificates of Title Volume 11890 Folio 839, Volume 11888 Folio 104, Volume 11891 Folio 140, Volume 11680 Folio 159 and Volume 11655 Folio 040.
- Planning Permit No. WYP8199/15 issued on 27 August 2015
- Planning Permit No. WYP8463/15 issued on 22 December 2015
- Planning Permit No. WYP8485/15 issued on 1 April 2016; and
- Planning Permit No. WYP9211/16 issued on 17 January 2017.

Schedule 8

Maintenance Period for defined categories of infrastructure

Infrastructure Project Category	Maintenance Period
All Infrastructure Projects	1 Year

AQ248925A

14/09/2017 \$94.60 173



Signing Page

Signed, sealed and delivered as a deed by the Parties.

EXECUTED as an agreement.

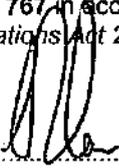
Signed for and on behalf of the **Wyndham
City Council** pursuant to Instrument of
Delegation dated 24 June 2013.

_____)
[Handwritten Signature]
Date 13/9/17

INFORMATION ONLY

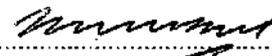
||||| **AQ248925A**
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Executed by Satterley Point Cook Pty Ltd)
ACN 163 150 767 in accordance with s 127(1))
of the Corporations Act 2001 by authority of its
directors:



Signature of Director
Anthony Robert Carr

Print full name



Signature of Director/Company Secretary

Rosemore James Carmichael

Print full name

Mortgagee's Consent

Bank of Queensland Ltd as Mortgagee under instruments of mortgage nos. AN491171T and AL906084Y consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



Michael Storer
Corporate Relationship Manager

P.O.A. dated 29/4/2002

Victoria - Book No 277 at Page 018 ITEM 26

AQ248925A

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**Annexure "A"
Open Space Plan**

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 26/11/2025 03:50:27 PM

Status	Registered	Dealing Number	AZ499717B
Date and Time Lodged	19/08/2025 01:04:51 PM		

Lodger Details

Lodger Code	20803U
Name	ROSER LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	25-5123

CAVEAT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

11990/306

Caveator

Name	COMPLETE CREDIT ACQUISITIONS PTY LTD
ACN	163437358

Grounds of claim

Charge contained in an agreement with the following Parties and Date.

Parties

Given Name(s)	ALEKSANDRA
Family Name	VELJANOSKA

Date

10/10/2024

Estate or Interest claimed

Interest as Chargee

Prohibition

Absolutely

Name and Address for Service of Notice



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Raymond John Roser, Roser Lawyers

Address

Floor Type	LEVEL
Floor Number	4
Street Number	74
Street Name	PITT
Street Type	STREET
Locality	SYDNEY
State	NSW
Postcode	2000

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	COMPLETE CREDIT ACQUISITIONS PTY LTD
Signer Name	RAYMOND JOHN ROSER
Signer Organisation	ROSER LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	19 AUGUST 2025

File Notes:

NIL

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Statement End.



Department of Environment, Land, Water & Planning

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Produced 26/11/2025 03:50:27 PM

Status	Registered	Dealing Number	AZ682466E
Date and Time Lodged	10/10/2025 11:58:36 AM		

Lodger Details

Lodger Code	23038S
Name	JHK LEGAL AUSTRALIA PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	

WITHDRAWAL OF CAVEAT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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Land Title Reference

11990/306

Land and Recorded Caveator

Name	SCOTTISH PACIFIC BUSINESS FINANCE PTY. LIMITED
Name on Title	SCOTTISH PACIFIC BUSINESS FINANCE PTY LTD
Reason for Difference	Approved abbreviation
Applicable Instrument	AX525870U
ACN	008636388

Caveat Number

AX525870U

The caveator withdraws the caveat specified over the land described.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

1. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	SCOTTISH PACIFIC BUSINESS FINANCE PTY. LIMITED
Signer Name	SARAH GRACE JONES
Signer Organisation	JHK LEGAL AUSTRALIA PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	10 OCTOBER 2025

File Notes:

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Statement End.



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Produced 26/11/2025 03:50:30 PM

Status	Registered	Dealing Number	AZ738112K
Date and Time Lodged	27/10/2025 10:50:50 AM		

Lodger Details

Lodger Code	20803U
Name	ROSER LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	

WITHDRAWAL OF CAVEAT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

11990/306

Land and Recorded Caveator

Name	COMPLETE CREDIT ACQUISITIONS PTY LTD
ACN	163437358

Caveat Number

AZ499717B

The caveator withdraws the caveat specified over the land described.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

1. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	COMPLETE CREDIT ACQUISITIONS PTY LTD
Signer Name	RAYMOND JOHN ROSER
Signer Organisation	ROSER LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	27 OCTOBER 2025

File Notes:

NIL

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Statement End.



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Number of Pages (excluding this cover sheet)	12
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Memorandum of Common Provisions

Section 91A Transfer of Land Act 1958

AA3598

19/02/2018 \$94.60 MCP



Lodged by

Name: MADDOCKS

Phone: 958 3555

Address: COLLINS SQUARE, TOWER 2, 727 COLLINS ST

Reference: JRB:TJP: 6084915

Customer Code: 1167E

This Memorandum of Common Provisions (MCP) contains provisions which are intended for inclusion in instruments to be lodged for registration

1 Preliminary

Dwelling Plans (buildings and works) including plans of any proposed demolition of all or part of a building, for each must be endorsed by the Upper Point Cook Design Review Committee (UPC-DRC) as complying with this MCP and being consistent with the Design Guidelines before applying for a building permit. This includes a requirement to obtain UPC-DRC endorsement of any proposed changes to the façade of an existing building where such changes will be visible from streets or other public areas.

Where it is known that an additional planning permit or other approval is required for the proposal, the UPC-DRC will only consider endorsing the plans after these permits or approvals have been obtained from the relevant authority.

Endorsement by the UPC-DRC does not warrant, imply or in any way suggest that the endorsed development plans comply with the *Wyndham Planning Scheme* (the Scheme) or the Building Regulations 2006 (the Regulations) in force at the endorsement. The owner is advised to submit the endorsed plans to the City of Wyndham and/or a building surveyor for the issue of the necessary permit(s).

The matters addressed in this MCP are those that vary from the provisions in the Regulations and Scheme. All provisions not addressed in this MCP are as required in the Regulations and Scheme.

This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the Transfer of Land Act.

2 Provisions

Plan of Subdivision PS749015K includes a notice of restriction enabling approved building envelopes in accordance with Regulation 402 in Part 4 of the Regulations. The provisions of this MCP are incorporated into the restrictions created by the Plan of Subdivision.

Any building on allotments 1624 to 1652 (both inclusive) within Plan of Subdivision PS749015K must be contained within the building envelope and comply with written notes contained within this MCP. The building envelopes are part of Planning Permit WYP8199/15 (the Permit), issued by the City of Wyndham on 27 August 2015, being created as a condition of that Permit.

Any building to be constructed on allotments to which this MCP applies and for which the construction would require a building permit must be sited within the approved building envelope subject to any specific encroachments allowed outside the approved building envelope pursuant to this MCP.

The conditions set out in the Small Lot Housing Code (SLHC) apply to any allotment marked with a '▲' on the building envelope plan. The conditions set out in the SLHC override these Design Guidelines wherever there is a conflict between the two documents.

[approval number]

MCP

Page 1 of 12

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010
26259497v1

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19/02/2019

\$94.60

MCP



3 Text of restrictions

The matters which are restricted by the approved building envelopes provide for siting and design parameters different from those contained in Part 4 in the Regulations and Clause 54 in the Scheme and are as follows.

3.1 Minimum street setbacks (Regulation 409 and Clause 54.03-1)

A building must be set back from a street alignment in accordance with Regulation 409 (Minimum street setbacks) in Part 4 of the Regulations and Clause 54.03-1 in the Scheme, except as specified below.

A building on an allotment must be set back from a street boundary not less than the distance specified in respect of that boundary on the following relevant building envelope plan.

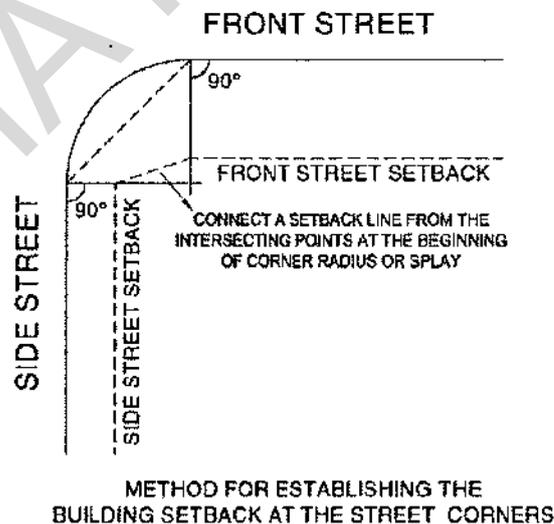
With the approval and endorsement of the UPC-DRC, balconies, verandahs, open porches, covered walkways and porticos that are less than 4.5 metres high may encroach not more than 2.5 metres into the minimum front setback. Façade treatments and / or covered balconies or verandahs on the second storey of a building that is less than 6.6 metres in height may encroach not more than 1.5 metres into the minimum front setback.

The following may encroach not more than 0.6 metres into the front setback shown on the plan.

- Eaves, fascia, gutter that are not more than 0.6 metres in total width;
- Privacy screens, but only to the extent needed to protect a neighbouring property from a direct view.

Diagram:- Splayed and Curved Street Frontages

Unless noted on the plan the minimum front setback on a splayed or curved street frontage must be taken in an arc connecting the front street setback line to the side street setback line commencing at the points that are perpendicular to the points where the street alignment commences to arc.



A garage on an allotment, except when marked with a '▲' on the building envelope plan, must be set back not less than 5.0 metres from the front street boundary of the allotment and must be set back not less than 0.5 metres behind the front building line (excluding encroachments) of the dwelling.

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19/02/2018

\$94.60

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3.2 Site coverage (Regulation 411 and Clause 54.03-3)

The site area covered by buildings on an allotment must be in accordance with Regulation 411 (Site coverage) in Part 4 of the Regulations and Clause 54.03-3 in the Scheme.

3.3 Side and rear setbacks (Regulation 414 and Clause 54.04-1)

Side and rear setbacks on an allotment must be in accordance with Regulation 414 (Side and rear setbacks) in Part 4 of the Regulations and Clause 54.04-1 in the Scheme, except as specified below.

Side and rear setbacks for building elements (such as walls and roof coverings) must comply with the requirements specified in the height and setback profiles noted below and shown on the plan by the identifier code. On any allotment, except a corner allotment, the side boundary profile identifier codes shown on the plan can be interchanged provided that there is a profile identifier code **SP-A-1** on one side boundary and a profile identifier code **SP-B-1** on the opposite side boundary.

The following may encroach not more than 0.5 metres into the minimum side and rear setbacks.

- Porches and verandahs
- Masonry chimneys
- Screens (to the extent needed to protect a neighbouring property from a direct view)
- Flues and pipes
- Domestic fuel tanks
- Heating and cooling equipment and other services
- Water Tanks

The following may encroach into the minimum setbacks.

- Landings with a maximum area of 2.5 square metres and a maximum height of 1 metre
- Unroofed stairways and ramps
- Pergolas
- Shade sails
- Eaves, fascias and gutters not more than 0.6 metre in total width
- Outbuildings not exceeding 10 square metres in area and 3 metres in height.

A garage with access facing the side street boundary of a corner allotment must be set back at least 0.5 metres behind the side street building line of the dwelling.

3.4 Walls on boundaries (Regulation 415 and Clause 54.04-2)

Walls constructed on a boundary must be in accordance with Regulation 415 (Walls on boundaries) in Part 4 of the Regulations and Clause 54.04-2 in the Scheme, except as specified below.

A dwelling wall on a rear boundary must be setback 2 metres except for a garage which may be constructed on the rear boundary.

Walls and carports constructed on or within 200 millimetres of a side boundary of an allotment must not exceed 12 metres in length.

The height of a wall or carport of an allotment must not exceed an average height of 3.2 metres and a maximum height of 3.6 metres unless abutting a higher existing or simultaneously constructed wall.

Carports may be built on or within 200 millimetres of a side street boundary if the side of the carport facing the boundary is open.

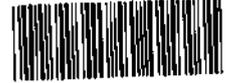
Edge allotments are not beneficiaries of the restriction described in 3.4 above.

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19/02/2018

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MCP



3.5 Solar access to existing north-facing habitable room windows (Regulation 417 and Clause 54.04-4)

The provision of solar access to existing north-facing habitable room windows must be in accordance with Regulation 417 (Solar access to existing north-facing habitable room windows) in Part 4 of the Regulations and Clause 54.04-4 in the Scheme, except as specified below.

Reference to an existing north-facing habitable room window, in the case of buildings on an allotments contained within this MCP, refers to ground floor windows only.

Any north-facing habitable room window at ground level to be constructed in a building on allotments must be clear to the sky and setback within the building envelope of the north boundary of that allotment.

3.6 Overshadowing of recreational private open space (Regulation 418 and Clause 54.04-5)

Any overshadowing of recreational private open space must be in accordance with Regulation 418 (Overshadowing of recreational private open space) in Part 4 of the Regulations and Clause 54.04-5 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

Where sunlight to the recreational private open space of an existing dwelling is reduced, at least 75 per cent, or 40 square metres with a minimum dimension of 3 metres, whichever is the lesser area, of the secluded private open space should receive a minimum of 5 hours of sunlight between 9 am and 3 pm on 22 September. The 75 per cent, or 40 square metres minimum area, can be measured in different locations during the day.

Edge allotments are not beneficiaries of the restriction described in 3.6 above.

3.7 Overlooking (Regulation 419 and Clause 54.04-6)

Any overlooking of a habitable room window or secluded private open space of an existing dwelling on an adjoining allotment must be in accordance with Regulation 419 (Overlooking) in Part 4 of the Regulations and Clause 54.04-6 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

This requirement applies to any habitable room window, balcony, terrace, deck or patio of a dwelling on an allotment within the specified overlooking control area (as indicated in the relevant height and setback profiles), that has direct views into an adjoining allotment.

Edge allotments are not beneficiaries of this restriction described in 3.7 above.

3.8 Private open space (Regulation 421 and Clause 54.05-2)

A dwelling on an allotment must provide private open space as specified in Regulation 421 (Private open space) in Part 4 of the Regulations and Clause 54.05-2 in the Scheme, except as specified below.

A dwelling on an allotment marked with a '▲' on the building envelope plan must provide private open space in accordance with the SLHC.

AA3598

19/02/2018 \$94.60 MCP



3.9 Design detail (Clause 54.06-1)

3.9.1 Front façade

A dwelling must include a balcony, verandah or portico with a minimum area of 4 square metres and a minimum depth of 1.5 metres.

A front façade must contain a minimum of two colours or materials.

3.9.2 Ceilings and roofs

A roof of a dwelling must use a combination of hips or gables to articulate the roofline except where a skillion or flat roof is approved by the UPC-DRC.

3.9.3 External walls

Where an external wall is constructed on a boundary parapet walls and box gutters are prohibited.

3.9.4 Corner allotments

A dwelling on a corner allotment must be designed to address (at each level) both the front and side street or public open space.

The materials and colours of a façade facing the side street of a dwelling on a corner allotment must complement the front façade materials and colours.

The façade of a dwelling facing a side street or public open space must contain windows at each level. Blank walls facing a side street are prohibited.

Where a wall of a second storey dwelling wall faces a side street or public open space; one of the following must be provided:

- an additional setback of the building of at least 300 millimetres for a length of at least 1 metre; or
- an additional setback of the second storey of at least 900 millimetres; or
- contrasting material of the second storey for a length of at least 2 metres; or
- contrasting wall colours of the second storey for a length of at least 2 metres; or
- an alternative form as approved by the City of Wyndham.

3.9.5 Garages

Garages must be incorporated into the main roofline of the dwelling to reduce the visual impact the garage has on the façade.

Garage roller doors are prohibited.

3.10 Fencing (Regulations 424 to 430 and Clause 54.06-2)

All fences must be in accordance with Regulations 424 to 430 in part 4 of the Regulations and Clause 54.06-2 in the Scheme, except as specified below.

Side and rear fencing must be constructed of timber.

Side boundary fencing abutting a street or public open space must be constructed of timber palings with timber posts exposed on both sides and capping provided that:

- it does not exceed 1.8 metres in height;
- it does not exceed 60 per cent of the length of the side street boundary commencing at the rear allotment boundary.
- It accords with the requirements of Regulation 427 in Part 4 of the Regulation.

AA3598

19/02/2018 \$94.60 MCP



3.11 Driveways

A driveway must be constructed from one of the following materials or similar:

- stamped or patterned concrete;
- coloured concrete;
- exposed aggregate;
- paving;

Plain concrete driveways (in light-grey 'standard' concrete) are prohibited.

3.12 External plumbing

Plumbing visible from the street must be painted to match or complement the colour of the dwelling.

3.13 Approval of dwelling design

The design of a dwelling to be built on an allotment must be endorsed by the UPC-DRC as complying with this MCP and being consistent with the Design Guidelines before applying for a building permit.

4 Notes on the MCP

- 4.1 Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- 4.2 In the case of conflict between the plan and these written notations, the specifications in the written notations prevail.
- 4.3 Buildings must not cover registered easements unless provided for by the easement.
- 4.4 Edge allotments are those allotments that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin an allotment that is not part of the same certified plan of subdivision. Regulation 406 in Part 4 of the Regulations and Clause 56.04-2 in the Scheme, apply to each edge allotment irrespective of Sections 1 to 3 of this MCP.
- 4.5 Each allotment is provided with a single or shared crossover. Relocation of crossovers is only permitted with prior approval from the UPC-DRC and the City of Wyndham. Relocated crossovers must be constructed at the owner's expense in accordance with the City of Wyndham specifications and be of the same finish as that originally provided. The existing crossover must be removed and the verge, kerb and footpath constructed to the same standard as the adjoining verge, kerb and footpath at the expense of the allotment owner.

AA3598

19/02/2018 \$94.60 MCP



5 General definitions

If not defined above, the words below shall have the meaning attributed to them in the document identified.

In the *Building Act 1993*:

- building
- building permit

In Parts 1 and 4 of the *Building Regulations 2006*:

- clear to the sky
- height
- north (true north)
- private open space
- recreational private open space
- raised open space
- secluded private open space
- setback
- single dwelling
- site coverage
- allotment

In the *Wyndham Planning Scheme*:

- dwelling (Clause 74)
- frontage (Clause 72)
- habitable room (Clause 72)
- storey (Clause 72)

In the *Building Code of Australia, Volume 2*

- window

Additional definitions:-

Approved building envelope

The building envelope shown for a particular allotment in the building envelope plan and has the same meaning as in Regulation 406 of the Regulations.

Building envelope

An area within each allotment (defined by the particular allotment setbacks) where development of a dwelling, shed, garage or carport is allowed subject to the particular provisions of this document, the Permit and the Scheme.

Building envelope plan

The plan which is attached to this MCP and which shows the approved building envelopes, certain setbacks and other related matters for the allotments within the plan of subdivision.

Corner allotment

An allotment with a corner where each boundary connects to a street (excluding a laneway) or public open space.

Design Guidelines

The 'Upper Point Cook Design Guidelines' prepared by Satterley, as amended from time to time.

Edge allotments

Allotments that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin an allotment that is not part of the same certified plan of subdivision.

Finished Surface Level

The ground level after engineering works associated with the subdivision are complete.

MCP

This Memorandum of Common Provisions.

AA3598

19/02/2018 \$94.60 MCP



On the boundary

Setback of up to 200 millimetres from the allotment / property boundary is deemed to be on the boundary.

Plan of Subdivision

The Plan of Subdivision referred to on page 1 of this MCP.

Regulations

The Building Regulations 2006 or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building.

Satterley

Satterley Property Group.

Scheme

The Wyndham Planning Scheme.

Side boundary

A boundary of an allotment that runs between and connects the street frontage of the allotment to the rear boundary of the allotment.

Small Lot Housing Code (SLHC)

The Small Lot Housing Code for allotments less than 300m² incorporated into the Wyndham Planning Scheme.

Street

For the purposes of determining street setbacks, street means any road other than a footway or carriageway easement.

Upper Point Cook Design Review Committee (UPC-DRC)

The committee appointed by Satterley responsible for assessing and approving designs to be in accordance with this MCP.

AA3598

19/02/2018 \$94.60 MCP



6 Diagrams and plans

6.1 Explanation of symbols and terms in diagrams and plans

NOTATIONS

SP-A-1	RP-A-1	Building envelope profile (refer 6.2 and 6.3 following) to be applied to the particular boundary (refer plans in 6.5).
SP-B-1	RP-A-2	
SP-D-1	RP-A-3	

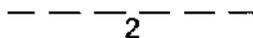
Note the frontage setback and easement width is designated on the plan

4

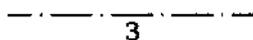
Frontage Setback



Varied easement (refer to the plan of subdivision)



2 metre wide easement



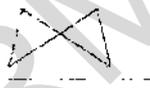
3 metre wide easement



Special lot requirements (refer text)

1600

Lot number



Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Satterley and the Wyndham City Council)

PARTICULAR LOT REQUIREMENTS FOR STAGE 16B

Nil

Detailed design of roads, crossovers and footpaths is provided in the relevant Engineering Plans.

Additional easements may be required subject to detailed engineering assessment.

Detailed design of landscape works is provided in the relevant Landscape Plans.

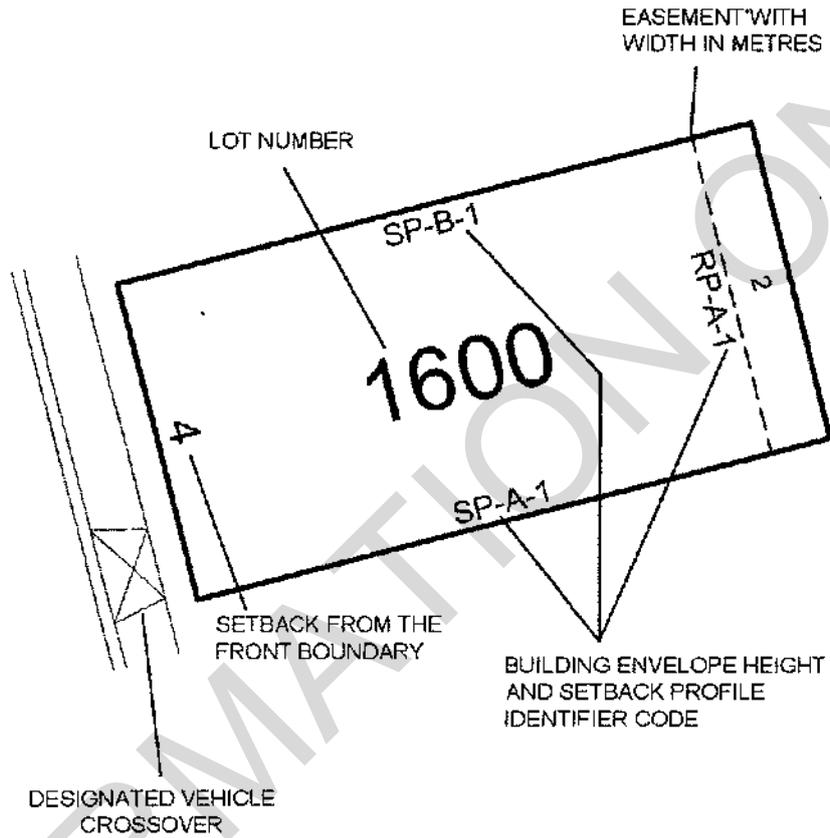
All details subject to approval by Wyndham City Council.

AA3598

19/02/2018 \$94.60 MCP



6.2 Diagrams illustrating the interpretation of the building envelope and the annotation with respect to all edge allotments in this stage development



INFORMATION ONLY

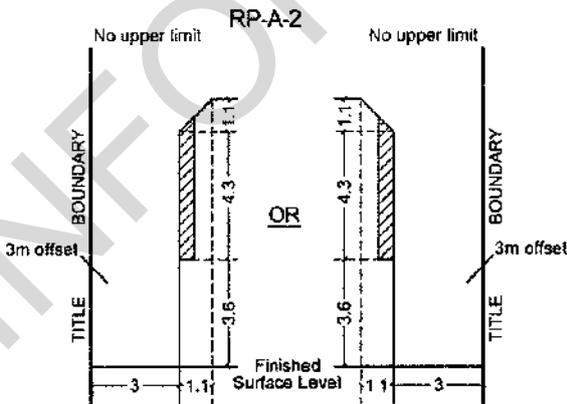
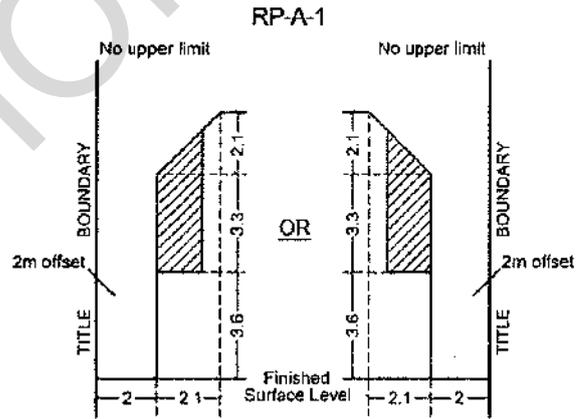
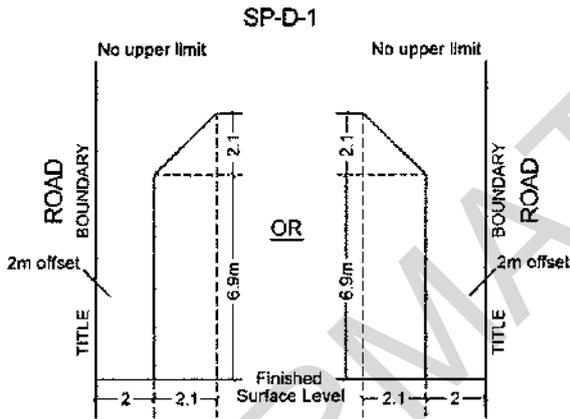
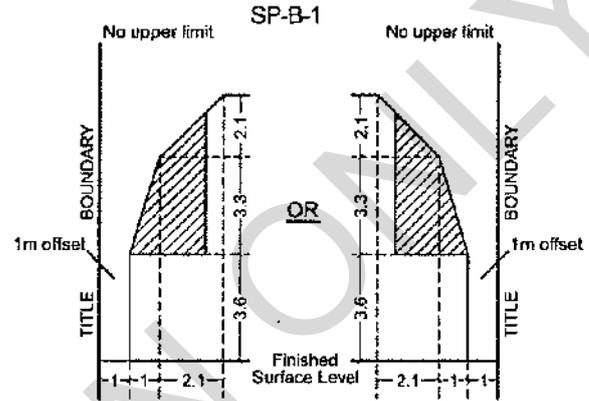
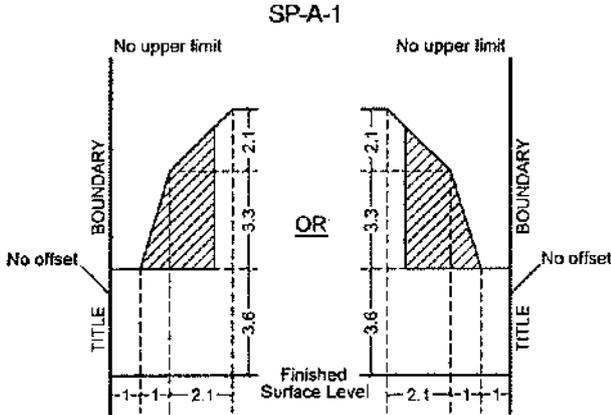
AA3598

19/02/2018 \$94.80 MCP



6.3 Profiles referenced in the building envelope plan

SCHEDULE - BUILDING ENVELOPE LEGEND



EASEMENT REQUIREMENT

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

m METRES

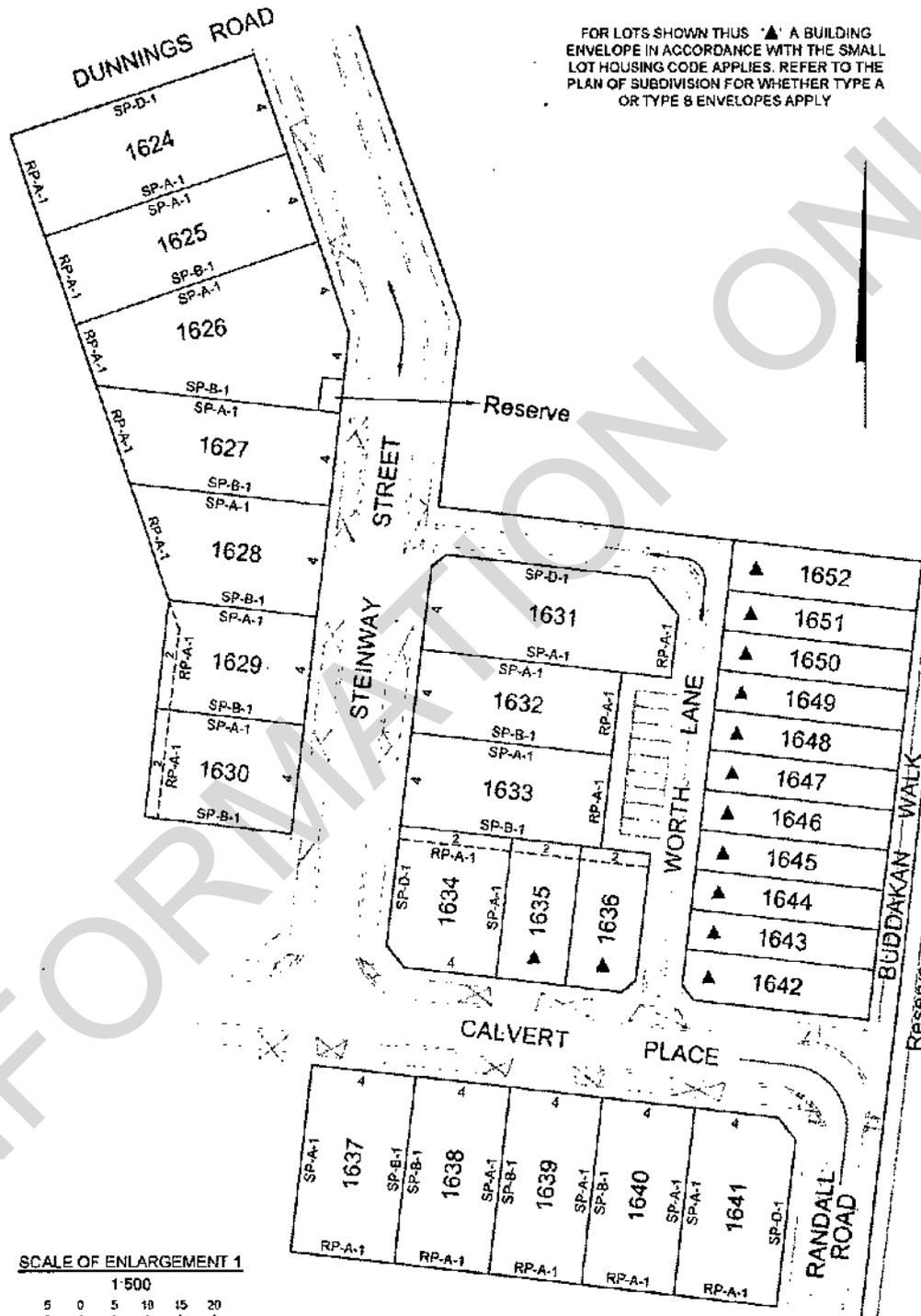
OVERLOOKING CONTROL AREA
(Refer 'Overlooking' in text)

AA3598

19/02/2016 \$94.60 MCP



6.4 Plan of Subdivision showing building envelope height and setback profile identifier code



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS749015K
Number of Pages (excluding this cover sheet)	7
Document Assembled	26/11/2025 15:50

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PLAN OF SUBDIVISION	EDITION 1	PS749015K
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<p>LOCATION OF LAND</p> <p>PARISH: TARNEIT</p> <p>TOWNSHIP:</p> <p>SECTION:</p> <p>CROWN ALLOTMENT: 2042 (PART)</p> <p>CROWN PORTION:</p> <p>TITLE REFERENCE: Vol. 11888 Fol. 104</p> <p>LAST PLAN REFERENCE: Lot Z on PS743432A</p> <p>POSTAL ADDRESS: 301 Hacketts Road (at time of subdivision) POINT COOK 3030</p> <p>MGA CO-ORDINATES: E: 299 300 ZONE: 55 (of approx centre of land in plan) N: 5804 540 GDA 94</p>	<p>Council Name: Wyndham City Council</p> <p>Council Reference Number: WYS3833/16 Planning Permit Reference: WYP8199/15 SPEAR Reference Number: S091527A</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Annette Susan Monk for Wyndham City Council on 09/04/2018</p> <p>Statement Of Compliance issued: 05/06/2018</p>
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VESTING OF ROADS AND/OR RESERVES	NOTATIONS
----------------------------------	-----------

IDENTIFIER	COUNCIL/BODY/PERSON	<p>Lots 1-1623 have been omitted from this plan.</p> <p>Lots 1624 - 1652 (both inclusive) on this plan are affected by 3D Building Envelopes in MCP Dealing No. AA3598. Refer to Creation of Restrictions 1, 2 & 3 on Sheets 5, 6 & 7 of this plan for details</p> <p>Easements marked E-4 have been shown exaggerated on Sheet 4 for clarity purposes.</p>
ROAD R1 Reserve No. 1 Reserve No. 2	Wyndham City Council Wyndham City Council Powercor Australia Ltd	
NOTATIONS		
DEPTH LIMITATION: 15 metres		
SURVEY: This plan is based on survey.		
STAGING: This is not a staged subdivision. Planning Permit No. WYP8199-15		
UPPER POINT COOK - Release 16B Area of Release: 1.568ha No. of Lots: 29 Lots		

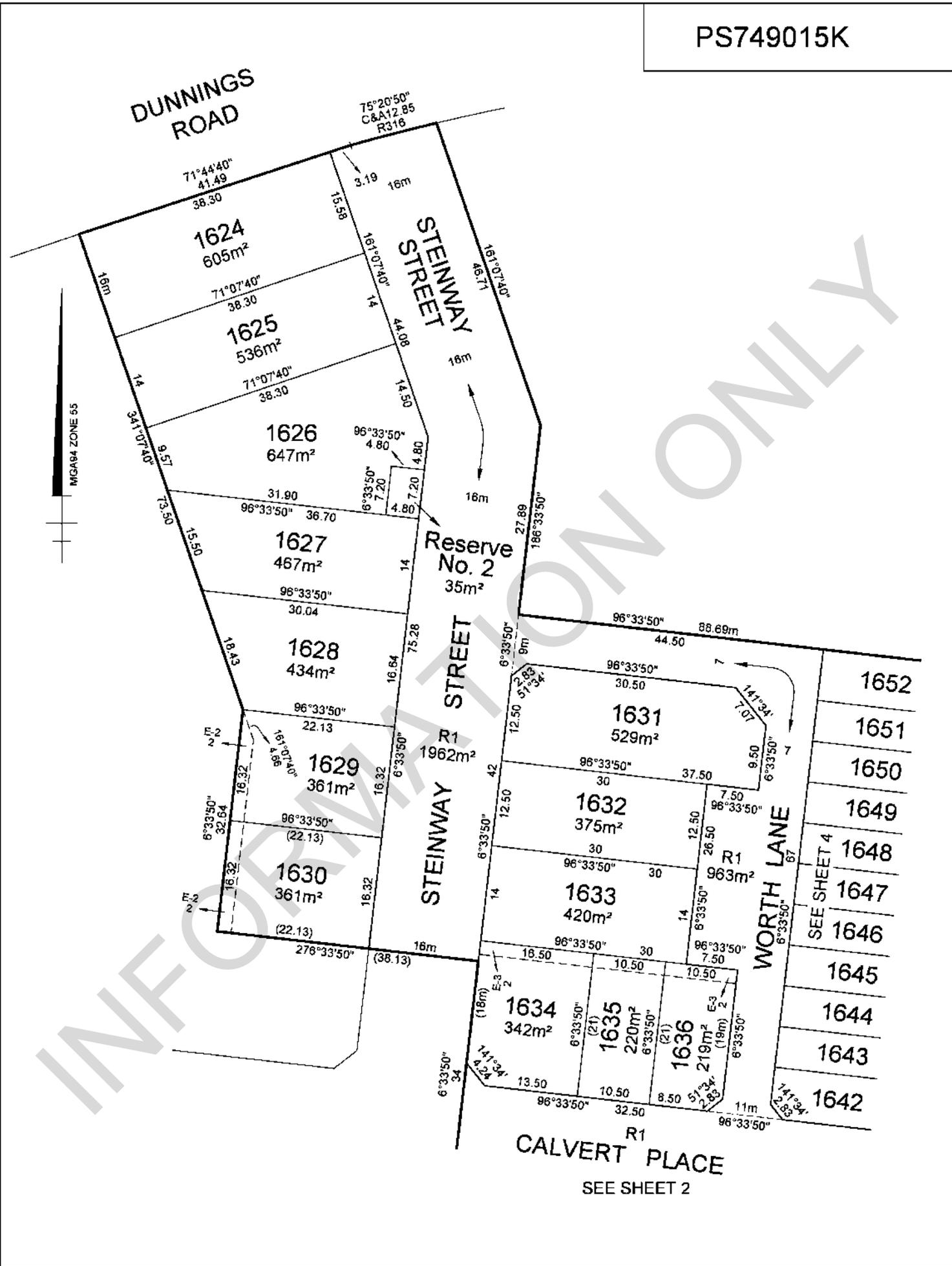
EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	The condition relating to pipeline set out in crown grant Vol. 11588 Fol.132	12.19	Crown Grant Vol. 11588 Fol.132	W.A.G. Pipeline Pty. Ltd. and The Shell Company of Australia Limited
E-2	Sewerage	See Diag.	PS743419R	City West Water Corporation
E-3	Sewerage	2	This Plan	City West Water Corporation
E-4	Party Wall	0.15	This Plan	Relevant abutting lot

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	<p>Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (B), 08/03/2018, SPEAR Ref: S091527A</p>		<p>PLAN REGISTERED TIME: 11:38 AM DATE: 13/06/2018 REN MARASCO Assistant Registrar of Titles</p>

PS749015K



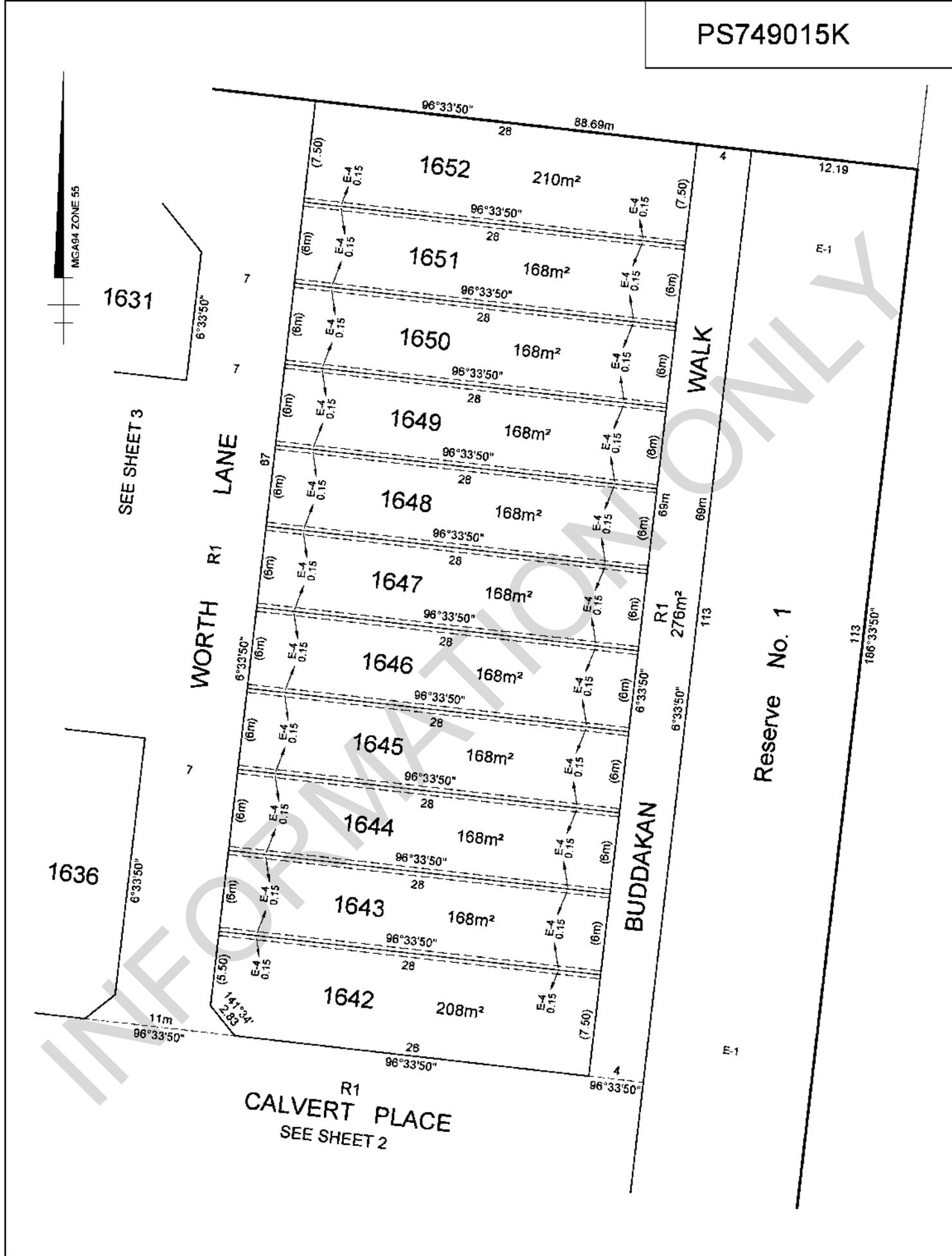
TAYLORS
 Urban Development | Built Environments | Infrastructure
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SCALE 1:500
 5 0 5 10 15 20
 LENGTHS ARE IN METRES

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ORIGINAL SHEET SIZE: A3	Ref. Q2946-516B Ver. 8	SHEET 3
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SCALE 1:250

2.5 0 2.5 5 7.5 10
 LENGTHS ARE IN METRES

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Ref. 02946-516B
 Ver. 8

SHEET 4

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 09/04/2018,
 SPEAR Ref: S091527A

PS749015K

CREATION OF RESTRICTION 1

The following Restriction is to be created upon Registration of this plan.

For the purposes of this Restriction:

- (a) A dwelling means a house
 (b) A building means any structure except a fence.

LAND TO BE BURDENED: See Table 1

LAND TO BENEFIT: See Table 1

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1624	1625
1625	1624, 1626
1626	1625, 1627
1627	1626, 1628
1628	1627, 1629
1629	1628, 1630
1630	1629
1631	1632
1632	1631, 1633
1633	1632, 1634, 1635, 1636
1634	1633, 1635
1635	1633, 1634, 1636
1636	1633, 1635
1637	1638
1638	1637, 1639

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1639	1638, 1640
1640	1639, 1641
1641	1640
1642	1643
1643	1642, 1644
1644	1643, 1645
1645	1644, 1646
1646	1645, 1647
1647	1646, 1648
1648	1647, 1649
1649	1648, 1650
1650	1649, 1651
1651	1650, 1652
1652	1651

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of the lots to which any of the following restrictions applies shall not:

- Construct or permit to be constructed more than one dwelling on any burdened lot.
- Commence construction of a dwelling on any lot on the plan of subdivision without first having the building plans approved by the Upper Point Cook Design Review Committee as set out in the Design Guidelines as approved by the Responsible Authority or amended from time to time to the satisfaction of the Responsible Authority.
- Commence construction/demolition or any extension to a building that has been constructed on any lot on the plan of subdivision without first having the alteration plans approved by the Upper Point Cook Design Review Committee and/or the Responsible Authority.
- Subdivide any burdened lot.

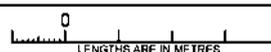
Note:

- This Restriction shall cease to have effect 10 years after this Plan of Subdivision has been registered.
- The provisions of the Wyndham Planning Scheme, the Upper Point Cook Design Guidelines and Rescode apply to all lots on this plan.



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SCALE

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SIZE: A3Ref. Q2946-S16B
Ver. 8

SHEET 5

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 08/03/2018, SPEAR Ref: S091527A

Digitally signed by:
 Wyndham City Council,
 09/04/2018,
 SPEAR Ref: S091527A

CREATION OF RESTRICTION 2

The following Restriction is to be created upon Registration of this plan.

LAND TO BE BURDENED: See Table 2
 LAND TO BENEFIT: See Table 2

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1624	1625
1625	1624, 1626
1626	1625, 1627
1627	1626, 1628
1628	1627, 1629
1629	1628, 1630
1630	1629
1631	1632
1632	1631, 1633
1633	1632, 1634, 1635, 1636
1634	1633, 1635
1635	1633, 1634, 1636
1636	1633, 1635
1637	1638
1638	1637, 1639

TABLE 2 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1639	1638, 1640
1640	1639, 1641
1641	1640
1642	1643
1643	1642, 1644
1644	1643, 1645
1645	1644, 1646
1646	1645, 1647
1647	1646, 1648
1648	1647, 1649
1649	1648, 1650
1650	1649, 1651
1651	1650, 1652
1652	1651

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build or erect or allow to be built or erected any building or structure, other than a building or structure which is built or erected in accordance with the provisions of Memorandum of Common Provisions registered in Dealing No. AA3598 without the written approval of Satterley Property Group and Wyndham City Council. The provisions of the said MCP are incorporated into this restriction.

This Restriction shall cease to have effect 10 years after this Plan of Subdivision has been registered.

PS749015K

CREATION OF RESTRICTION 3

The following Restriction is to be created upon Registration of this plan.

LAND TO BE BURDENED: See Tables 3 & 4
 LAND TO BENEFIT: See Tables 3 & 4

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1635	1633, 1634, 1636
1636	1633, 1635

TABLE 4

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1642	1643
1643	1642, 1644
1644	1643, 1645
1645	1644, 1646
1646	1645, 1647
1647	1646, 1648
1648	1647, 1649
1649	1648, 1650
1650	1649, 1651
1651	1650, 1652
1652	1651

DESCRIPTION OF RESTRICTION

Unless a planning permit is granted by the Responsible Authority for a building that does not confirm with the Small Lot Housing Code the registered proprietor or proprietors for the time being of the lots to which any of the following restriction applies must not:

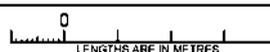
1. Build or permit to be built or remain on any Lot in Table 3 any building other than a building which has been constructed in accordance with the Small Lot Housing Code (Type A) incorporated into the Wyndham Planning Scheme.
2. Build or permit to be built or remain on any Lot in Table 4 any building other than a building which has been constructed in accordance with the Small Lot Housing Code (Type B) incorporated into the Wyndham Planning Scheme.

This restriction shall cease to apply to any building on the lot after the issue of a certificate of occupancy for the whole of a dwelling on the lot.



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SHEET 7

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 09/04/2018,
 SPEAR Ref: S091527A



Rates Correspondence
 Wyndham City
 PO Box 197
 Werribee Victoria 3030
 www.wyndham.vic.gov.au
 mail@wyndham.vic.gov.au
 ABN: 38 393 903 860

General Enquiries
 1300 023 411

Customer Service Centres
 Civic Centre Mon - Fri 8.30am - 5pm
 Point Cook Community Learning Centre
 Mon - Fri 9am - 5pm
 Tarnet Community Learning Centre
 Mon - Fri 9am - 5pm
 Manor Lakes Community Learning Centre
 Mon - Fri 9am - 5pm

RATES REMINDER NOTICE



024-3030 (14451)
 P

V Veljanoski & A Veljanoska
 21 Calvert Place
 POINT COOK VIC 3030

Assessment
 Number
236245

Bank Reference
 Number
2186420

Overdue
 As At:
19/10/2025



PROPERTY LOCATION AND DESCRIPTION
 V 11990 F 306 L 1635 PS 749015 Tarnet Parish
 21 Calvert Place POINT COOK VIC 3030

Council's records indicate that your rates and charges are overdue and may be incurring penalty interest.

Amount Overdue \$564.59

If you are unable to pay the Amount Overdue in full, please contact Rates Collections on 1300 023 411 to discuss payment options.

Payments made after 19/10/2025 may not be reflected in the Amount Overdue.

eZYBILL

Go Green! Have your Rates Notice delivered by email.

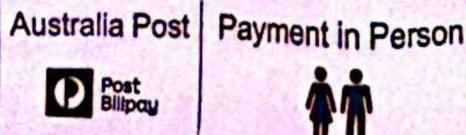
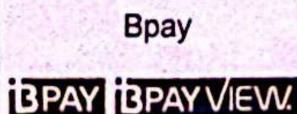
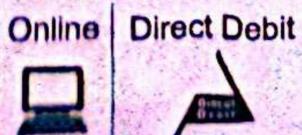
Sign up at EzyBill at <https://wyndham.ezybill.com.au>



Assessment No. 236245
Name V Veljanoski & A Veljanoska
Address 21 Calvert Place
 POINT COOK VIC 3030

To pay visit: www.wyndham.vic.gov.au or turn over the page for more options

Amount Due: \$564.59



Instalment *396 2186420 \$564.59

Mr V Veljanoski & Mrs A Veljanoska
21 Calvert Place
POINT COOK VIC 3030

Account number

12123 80000

Tax Invoice 121649018282

Date of issue 20 Oct 2025

Service address

21 Calvert Place, Point Cook
VIC, 3030

Amount to pay

\$444.10

Previous bill	\$242.21
Payments received	\$0.00
Balance	\$242.21
Current charges	\$201.89
Total charges	\$444.10

Pay by

17 Nov 2025

Having trouble
paying your bill?

Call us on **13 44 99** or visit
www.gww.com.au/accounts-billing

Please see page 2 for detailed information

Drinking Water

Average daily use

22L

Average daily spend

\$0.18

Recycled water

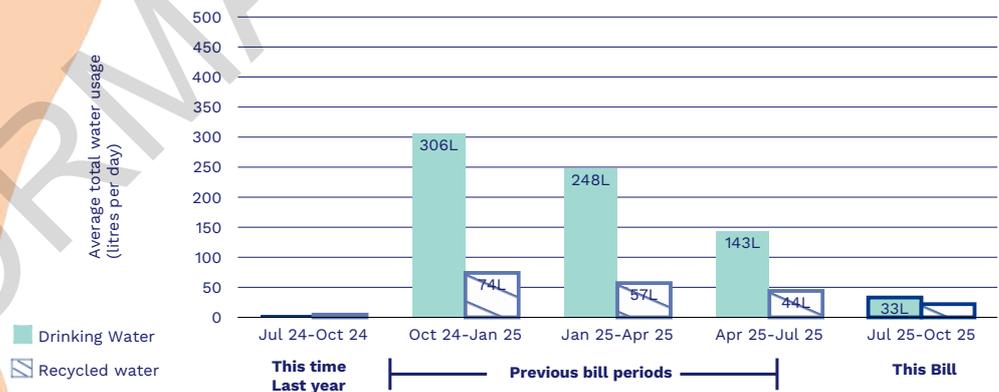
Average daily use

22L

Average daily spend

\$0.18

Your household water usage



You are required to check your recycled water connection every year or when you carry out plumbing works. Find out more at <https://www.gww.com.au/water-waste/recycled-water/checking-your-recycled-water-connection>.

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

Set up direct debit
at www.gww.com.au or
call **13 44 99**



BPAY

Bill code: **8789**
Ref: **12123800009**
Go to bpay.com.au

© Registered to BPAY
Pty Ltd

ABN 69 079 137 518



Credit card

Pay by credit card
at www.gww.com.au or
call **13 44 99**



Post Billpay

Australia Post
Billpay code: **0362**
Ref: **0121 2380 0006**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via AusPost app

Centrepay

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
centrelink.gov.au
Greater Western Water
reference: **555-054-071-L**
Your account number:
12123 80000



*362 012123800006

Usage and charges

Outstanding balance **\$242.21**

Your water usage ¹

Meter no.	Bill days	Previous read	Current read	Usage kL	Rate \$/kL	Amount
MAZD004454	91	360	363	3		
Meter Read date: 16/10/2025						
RAZD014823	91	106	108	2		
Meter Read date: 16/10/2025						
Usage Step 1	18/07/2025 - 16/10/2025			3.000	\$3.6413	\$10.92
Recycled Water	18/07/2025 - 16/10/2025			2.000	\$2.6082	\$5.21
Total usage						\$16.13

Your network charges ²

	Charge period	Amount
Water	01/10/2025 - 31/12/2025	\$56.52
Sewer	01/10/2025 - 31/12/2025	\$75.11
Total network charges		\$131.63

Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)
Waterways & Drainage ³ For Melbourne Water	01/10/2025 - 31/12/2025	\$6,050.00	\$31.50	\$31.50
Parks ⁴ For the Dept. of Energy, Environment and Climate Action	01/10/2025 - 31/12/2025	\$6,050.00	\$22.63	\$22.63
Total other charges and adjustments				\$54.13

Your total charges **\$201.89**

Questions about your bill?

If you've noticed some changes to your bill or you need help understanding it, visit gww.com.au/yourbill or call **13 44 99**.

Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at gww.com.au/privacy or email contact@gww.com.au to update your personal information.

We're here to help

There are options available if you're having trouble paying your bill. Visit gww.com.au/financial-support

Your charges explained

1. 1 Kilolitre (kL) = 1000 Litre (L)

Water usage is calculated in steps.

Step 1: 0 to 440 litres per day
Step 2: Over 440 litres per day

We calculate your **recycled water** charges based on the amount of Class A water you use.

2. Water and sewerage network charges help us maintain and upgrade thousands of kilometres of water and sewer pipes

3. The waterways and drainage charge helps Melbourne Water keep our waterways healthy and protected

4. The parks charge supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit gww.com.au/charges

We're here to help

13 44 99

Enquiries and support
(8:30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a

concession if you hold a valid health care, pension or Veterans' Affairs gold card, apply at gww.com.au/concession



A message from our Acting Managing Director

Hi, I'm Craig and I've joined Greater Western Water from Melbourne Water as Acting Managing Director for a short period.

My focus, like everyone at GWW, is on delivering safe, reliable water services and supporting our customers. I know billing issues continue to cause frustration for some customers. We're sorry. We've recently shared the findings of an independent review into the incident. Alongside this, we are delivering a return to service plan to get our systems back on track.

We're also looking ahead. With dry conditions and a growing population, our water supplies are under pressure. We're planning ahead to secure supply – and every action you take to use water wisely makes a difference too.

Together with the team, I'll be working hard to keep GWW a trusted and reliable part of your daily life, and continually improving where we can and need to be better.

Craig



Craig Dixon
Acting Managing Director
Greater Western Water



Making every drop count

After last year's dry summer, it's natural to wonder what this one will bring. In Greater Melbourne, anything's possible!

Whatever the weather, it's important to continue finding ways to save precious drinking water. Our climate is drying and less water is flowing into our storages than we need to support a growing population.

Every drop counts and we all have a part to play so there's enough water for everyone, now and into the future. By being mindful of our daily use, we can aim to keep our average water use around 150 litres per person, per day.

You can learn more about how to reduce your daily water use and help us save precious drinking water at [gww.com.au/target-150](https://www.gww.com.au/target-150)

Customers have their say on our performance

We've published our annual Customer Outcomes Report, showing how we're tracking against the five commitments we made to customers in our price submission 2024-28.

For the first time, 21 members of our customer forum assessed our performance, giving us an overall rating of "largely met", despite our ongoing billing challenges.

They highlighted strong results in areas like recycled water and caring for Country, while also pointing out areas where we can improve.

The report shares the forum's feedback in full, offering a clear view of our performance through the eyes of our customers.

You can read it at [gww.com.au/ourperformance](https://www.gww.com.au/ourperformance)



Independent review findings and our response

A report with the findings of an independent review into the customer billing incident has been published, providing 25 recommendations to strengthen our governance, communication, billing systems and customer support. We've accepted every recommendation and are taking action.

Greater Western Water Chair, The Hon. Lisa Neville, said: "Our customers deserve better, and we take full responsibility for what's happened. We're acting with urgency to put things right."

Read the report and the Chair's full statement at [gww.com.au/independentreview](https://www.gww.com.au/independentreview)



Greater Western Water respectfully acknowledges the Traditional Owners of the lands and waters upon which we work and operate, the peoples of the Kulin Nation. We pay our deepest respects to their Elders past and present who continue to forge the way ahead for their emerging leaders.

Grants and sponsorships awarded

We're proud to be supporting 28 community groups this year to help make their community projects, events and activities come to life. After a record number of applications, we've awarded \$180,000 in grants and sponsorships.

The grants cover a wide range of initiatives across our service area, from multicultural festivals to community outreach programs. For example, Jawbone Marine Sanctuary Care Group volunteers will use their funding to raise awareness and help protect the Williamstown sanctuary and its feeder tributary Kororoit Creek. The group are engaging young people and citizen scientists in conservation and education activities.

Our Thriving Communities program reflects our commitment to improving community health and wellbeing. See what else we're supporting at gww.com.au/grants-sponsorships



Jawbone Marine Sanctuary Care Group engage young people and citizen scientists in conservation and education activities.



Growing a greener future

In July we celebrated National Trees for Schools Day by delivering 3,552 native trees to 89 schools across Melbourne's west, in partnership with the Victorian Government through the More Trees for a Cooler, Greener West program.

The program provides schools with tube stock, as well as stakes and guards to help the trees grow. Increasing tree canopy cover delivers many local benefits including better air quality, urban cooling and bird and wildlife habitat.

Hundreds of students and school staff rolled up their sleeves to get involved and help grow a greener future for their communities.

Learn more about the program at gww.com.au/trees-schools

Are you ready for bushfire season?

We're getting our water network ready for bushfire season by checking assets and working with emergency services to keep water flowing when it matters most.

During a bushfire, extreme heat and high demand can affect water pressure, quality and supply, so it's important to plan ahead.

Here's how you can be ready:

- store extra drinking water for everyone (including pets)
- keep hydrants and water assets near your property clear of any obstructions
- stay updated via our website and social media.

Learn more at gww.com.au/bushfires or call us on **13 44 99**.



Update your contact details

Make sure we have your current mobile number so you don't miss important water or safety alerts.

To update your details call us on **13 44 99**.

Contact us

Call **13 44 99**

Visit gww.com.au

 @greaterwesternwater

 @greaterwesternwater

 @GWWVic

 @greaterwesternwater

BUILDING PERMIT 8294155801114

Building Act 1993 Building Regulations 2018 Regulation 37(1) Form 2

ISSUED TO

Bogdan Veljanoski and Snezana Veljanoska, 22 Shaftsbury Boulevard Point Cook VIC 3030 Australia

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Bogdan Veljanoski and Snezana Veljanoska, 22 Shaftsbury Boulevard Point Cook VIC 3030 Australia

Mobile: 0415 693 742

Email: vlatko.veljanoski@gmail.com

OWNERSHIP DETAILS

Bogdan Veljanoski, 22 Shaftsbury Boulevard Point Cook VIC 3030 Australia

Snezana Veljanoska, 22 Shaftsbury Boulevard Point Cook VIC 3030 Australia

PROPERTY DETAILS

Lot 1635, 21 Calvert Place Point Cook VIC 3030 Australia

Municipal District: Wyndham City Council

Allotment Area (m2): 220

New floor Area (m2): 214

Lot No: 1635

SPI No: 1635\PS749015

Section No: N/A

Folio: 306

Volume: 11990

LP/PS: PS749015K

RELEVANT TOWN PLANNING PERMIT (if applicable)

Planning Permit No: N/A

Planning Permit Date: N/A

OWNER BUILDER

Bogdan Veljanoski and Snezana Veljanoska, 22 Shaftsbury Boulevard Point Cook VIC 3030 Australia

BUILDING PRACTITIONERS TO BE ENGAGED IN THE BUILDING WORKS

Name	Registration Number	Category/Class
Owner Builder	N/A	N/A

BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS

Name	Registration Number	Category/Class
Robert Talevski	EC 16523	Engineer
Plans by Owner	N/A	N/A

OWNER-BUILDER CERTIFICATE OF CONSENT

CERTIFICATE NUMBER

DATE OF ISSUE

Victorian Building Authority

OB0135287

02/07/2020

NATURE OF BUILDING WORKS

COST OF BUILDING WORK

Proposed two storey dwelling and garage

\$230,000.00

Version of NCC application to the Building Permit

2019

BUILDING DETAILS (Description: Residential)

BCA Class	Building Part	Allowable Live Load
1a(a)	Ground Floor and First Floor - All Parts as per approved plans	1.5kPa

BCA Class	Building Part	Allowable Live Load
10a	All Part as per approved plans	N/A

MANDATORY INSPECTIONS

Prior to placing a footing

Prior to pouring in-situ reinforced concrete

Completion of framework

Final, upon completion of all building work

OCCUPATION OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.

COMMENCEMENT AND COMPLETION

This building work must commence by 28/08/2021

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 28/08/2022

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

BUILDING PERMIT VARIATION SOUGHT

1. To include a performance solution to allow provision for the use of a Recycled/Grey water system in lieu of the provision of a solar hot water system based on approval under Part A2.2 of the National Construction Code of Australia Vol. 2. Building Permit amended 04/05/2021

CONDITIONS

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures

PERFORMANCE SOLUTION

1. A performance solution was used to determine compliance with the following Performance Requirements of the National Construction Code that related to this project as set out below: To allow provision for the use of a Recycled/Grey water system in lieu of the provision of a solar hot water system based on approval under Part A2.2 of the National Construction Code of Australia Vol. 2

PROTECTION WORK

Protection work is not required in relation to the building work proposed in this permit.

RELEVANT BUILDING SURVEYOR

Name: **Romeo Georgiev**

Address: **Office 15.01, Level 15, 401 Docklands Drive, Docklands Vic 3008**

Email: **permits@arkibuildingsurveyors.com.au**

Building practitioner registration no.: **BS-L38638**

Permit no.: **8294155801114**

Date of issue of permit: **28 August 2020**

Signature:



Notes

1. Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under Regulation 42 an owner of a building of land, for which a building permit has been issued. must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of The Building Act 1993.
6. Restrictions on the sale of the property apply under Section 137B of The Building Act 1993 for an owner-builder.
7. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works the domestic over \$5,000 and warranty Insurance for building works over \$16,000

Annexures 'A' **Conditions of Approval** **Building Permit No. 8294155801114 Issued** **28 August 2020**

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. No works are permitted to be within 1000mm (measured laterally) of any sewer or stormwater pipe, without first obtaining the consent from the Responsible Authority.
2. Staircase handrail must be continuous alongside the entire flight as per Part 3.9.2.4 of the NCC - 2016.
3. For an allotment less than 300m² in size, construction is to comply with the Small Lot Housing Code which forms part of the Officer Precinct Structure Plan.
4. The following dwelling must have a minimum 6 Star Energy Rating.
5. Please note all existing footings on adjoining allotments must not be undermined by proposed works. Please refer to engineering documentation which states proposed footings to match depth of existing adjoining allotment footings.
6. Builder is to ensure the box gutter system is installed in accordance with AS/NZS 3500.3, AS/NZS 3500.5, HB 114 and HB 39.
7. Builder is to ensure that the proposed construction adjacent to existing structures on adjoining allotments is carried out strictly in accordance with the project Engineer's Drawings & Specifications.
8. The person in charge of carrying out building works in relation to this Building Permit must ensure that no building works encroach the allotment boundaries.
9. All external cladding (including any architectural features) to be strictly non-combustible. Use of aluminium composite materials, insulated panel systems or insulated metal panel systems containing expanded polystyrene, extruded polystyrene, phenolic insulation, polyurethane, polyisocyanurate or similar materials is not permitted.
10. It is the responsibility of the owner to comply with any covenant which may exist on the property title.
11. Builder is to ensure the design & construction of gutters & downpipes is to be strictly in accordance with AS3500.3.
12. Builder to ensure the driveway is constructed before the certificate of occupancy is issued.
13. No works are permitted to be undertaken over the easement as part of this building permit. Consent from the relevant authorities will be required to be sought if it is proposed to undertake any works over an easement or within 1m of an asset in accordance with Section 148 of the Water Act 1989.
14. This building permit shall be read in conjunction with the endorsed drawings.
15. The layout of the site and the size of any proposed buildings and works shown on the endorsed plans shall not be altered or modified without the written consent of the relevant building surveyor (RBS).
16. No fill is permitted to be placed over the rear easement.
17. The granting of this permit does not obviate the necessity for compliance with the requirements of any other authority under any act, regulation or local law.
18. Any references to Legislation & Australian Standards on the Building Permit documentation are to be taken as a reference to the Act, Regulations & Australian Standards as referenced in Schedule 4 of the National Construction Code 2019.
19. The estate's greywater system (third pipe) is to be connected to all sanitary flushing systems, in accordance with the estate guidelines and the plumbing regulations.
20. Pursuant to Section 33 of the Building Act, the person in charge of carrying out building works relating to this Building Permit must notify the Relevant Building Surveyor without delay after completion of mandatory stage[s] of building works. No further works are to be carried out until such a time that the Relevant Building Surveyor provides written confirmation the mandatory stage of building works have been satisfactorily completed.
21. The person in charge of the building work to display a site sign on all building sites, showing the registration numbers and contact details of the builder and building surveyor, and the building permit number and issue date.
22. The builder must ensure all flooring installed in the building achieves the minimum slip resistance level as defined in HB197 & AS/NZS 4586.
23. Construction is to be in accordance with AS3660.1 (Termite Standard)
24. Timber Framing must be in accordance with AS 1684.4 - 2010
25. Prior to the commencement of works, it is recommended that the owner & builder check with the structural engineer on whether a tree root barrier system is deemed necessary. Tree root barriers can help protect the building's foundations from any adverse effects posed by existing trees in close proximity and/or trees required as part of future landscaping requirements.
26. Prior to the erection of trusses (roof & floor) and/or pre-fabricated frames, the manufacturer's certification, computations and layouts, including wall bracing layouts must be submitted to this office for approval.

27. All proprietary external wall systems are to be constructed strictly in accordance with the manufacturer's specifications.

INFORMATION ONLY

02 July 2020

Mr. Bogdan Veljanoski
22 SHAFTSBURY BVD
POINT COOK VIC 3030

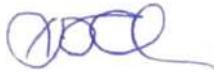
Dear Mr. Veljanoski

OWNER-BUILDER CERTIFICATE OF CONSENT Number: OB0135287

I refer to your application TEMP0017287 for a certificate of consent to act as an owner-builder. I am pleased to advise that your application was approved on 02 July 2020.

Your certificate of consent is enclosed along with a copy for the building surveyor.

Yours sincerely



Kate Foster
Manager, Operations
Licensing and Registration

Owner - builder Certificate of Consent

No: OB0135287

Owner's Copy

Date of Issue: **02 July 2020**

Property Address: **21 CLAVERT PLACE POINT COOK 3030 VIC**

Description of domestic building work: **Construction of New single dwelling (not relocatable home)**

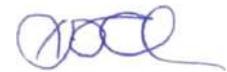
*Estimated Cost of Works: **\$230,000**

*The cost of work is an estimate only, provided by the applicant in their Owner Builder application, and should not be relied upon for the purposes of issuing a building permit or warranty insurance.

Property Owners:

Mr. Bogdan Veljanoski
Telephone: 0415 693 742
22 SHAFTSBURY BVD POINT COOK VIC 3030

Mrs. Snezana Veljanoska
Telephone: 03 9395 6461
22 SHAFTSBURY BVD POINT COOK VIC 3030



Kate Foster
Manager, Operations

Important Information:

- This certificate is valid for one year from the date of issue to obtain a Building Permit relating to the address and building work listed. If a Building Permit has been obtained, the certificate will expire on the day that the Building Permit lapses.
- Owner-builders must understand when they are required to engage registered builders and their obligation to ensure site and worker safety.

Owner - builder Certificate of Consent

No: OB0135287

Building Surveyor's Copy

Date of Issue: 02 July 2020

Property Address: 21 CLAVERT PLACE POINT COOK 3030 VIC

Description of domestic building work: Construction of New single dwelling (not relocatable home)

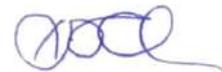
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Manager, Operations

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AOBW 202511-0180

Certificate Of Insurance

Building Act 1993 Section 135

Domestic Building Insurance Order Certificate in respect of Insurance

Domestic Building Contract

A Contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under section 135 of the Building Act 1993 has been issued by Assetinsure Pty Ltd (ABN 65 066 463 803)

In respect of: Construction of a Single Dwelling
At: 21 Calvert Place, Point Cook, VIC, 3030, AUSTRALIA
Carried out by: Vlatko Veljanoski
For: The Purchaser
Building Permit: 8294155801114
Construction Complete Date: 04/05/2021
Defects Inspection Report: Kane Barnett
Defects Inspection Date: 24/11/2025

Subject to the Building Act 1993, the Ministerial Order and the conditions of the insurance contract, cover will be provided to the purchaser named in the Contract of Sale and to the successors in title to the purchaser.

Authorisation: In witness whereof, the insurer issuing this policy has caused this policy to be signed by the Authorised Signatory of the insurer's agent.

Signed at Seaford on Wednesday, 26 November 2025



Cover is only provided if the owner builder noted in this certificate has died, disappeared or become insolvent. The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the Policy wording.

Important notice: This certificate must be read in conjunction with the policy wording and kept in a safe place. These documents are very important and must be retained by you and any successive owner s of the property for the duration of the statutory period of cover.



Assetinsure

Owner-Builder Warranty Insurance

Victoria

INFORMATION ONLY

Effective date:17/06/2022



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Important Information

Introduction

Welcome and thank **you** for choosing the Assetinsure Owner-Builder Warranty Insurance – Victoria, distributed by Australian Owners Builders Insurance Services Pty Ltd.

In this section, where we use the term 'you'/your'/yourself', we are referring to the person(s) who applied for this Policy and submitted an Insurance Application. In the next section of the Policy wording, you are later referred to as the Owner-Builder.

About Assetinsure

You can contact Assetinsure by:

- post, at PO Box R299, Sydney NSW 1225;
- telephone, at (02) 9251 8055; or
- email, at info@assetinsure.com.au

Assetinsure Pty Ltd ("**Assetinsure**") is authorised by the Australian Prudential Regulation Authority ("**APRA**") to conduct general insurance business. For further information visit their website at www.assetinsure.com.au

About AOBIS

This insurance is arranged by Australian Owner Builders Insurance Services Pty Ltd ("**AOBIS**") ABN 95 122 431 654 operating under AFSL No. 308705. In arranging this insurance, AOBIS is acting under the authority and as the agent of Assetinsure (and not as **your** agent).

You can contact AOBIS by:

- post, at PO Box 2294, Seaford VIC 3198;
- telephone, at 1300 850 131; or

email, at underwriter@aobis.com.au

Duty to take reasonable care not to make a misrepresentation

This **Policy** is a consumer insurance contract for the purposes of the *Insurance Contracts Act 1984* (Cth).

Before **you** enter into this contract of insurance, **you** have a duty to take reasonable care not to make a misrepresentation. This means that **you** need to take reasonable care to provide honest, accurate and complete answers to **our** questions. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth.

If **you** are not sure of the answers to any of **our** questions, or whether the information **you** previously provided remains honest, accurate and complete, **you** should check it and find out. It is also important to understand that, in answering the questions and checking the information, **you** are answering for **yourself** and anyone else to whom the questions apply. If **you** are answering questions on behalf of anyone, **we** will treat your answers or representations as theirs.

As **we** use **your** answers to decide what insurance **we** will offer, to calculate **your** premium, and to assess any claim **made**, it is essential that **you** contact **us** if **you** have any doubts.

Whether **you** have taken reasonable care not to make a misrepresentation will be determined with regard to all relevant circumstances, including:

- explanatory material or publicity produced or authorised by **us**;
- how clear, and how specific any questions **we** asked were and how clearly **we** communicated to **you** the importance of answering those questions, and the possible consequences of failing to do so;
- whether or not an agent was acting for **you**;
- whether the contract was a new contract or was being renewed, extended, varied or reinstated;
- any particular characteristics or circumstances relating to **you** which **we** are

aware or ought reasonably to have been aware.

Any misrepresentation made fraudulently is a breach of **your** duty.

If **your** circumstances make it difficult for **you** to know how to answer any of **our** questions, or **you** are not clear how to explain **your** situation to **us**, **you** should contact AOBIS.

Limitation or Exclusion of Rights Against Third Parties

This **Policy** provides that **you** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage - see Condition e) of this **Policy**.

Interested Parties

This **Policy** provides that the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest - see Condition f) of this **Policy**.

Privacy Statement & Collection Notice

This Privacy Statement describes how Assetinsure and AOBIS collect, use, handle and disclose **your** personal information. It also describes the matters to which **you** give your consent when applying for a Policy.

AOBIS and Assetinsure are committed to protecting the privacy of personal information and are bound by the provisions of the *Privacy Act 1988* (Cth), which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

Collection and use of personal information

We collect personal information, including through **our** agents and licensees such as AOBIS, to determine whether and on what terms **we** might issue **you** an insurance **Policy**, or to manage a claim in relation to an insurance **Policy** **you** have with **us**. **We** may use **your** personal information for other purposes if **you** consent. This may also be the case in other limited circumstances permitted under the *Privacy Act 1988* (Cth), such as where **you** would reasonably expect **us** to do so and/or the other purpose is related to the

purpose for which **we** collected the information.

In some circumstances, **we** may collect **your** personal information from another person or another source. This will only be where it is unreasonable or impracticable for **us** to collect it directly from **you** or **you** would expect **us** to collect the information from the nominated third party. For example, where **you** authorise a representative, e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services to **you** to deal with **us** on **your** behalf.

If **you** provide information about any other person, **you** agree to tell them that **you** are providing this information to **us**, of **our** contact details in this document, the reason **you** are providing this information, the fact that **we** have collected personal information from **you** and of the contents of this Privacy Statement.

Consequences if information is not provided

If **you** do not provide all the information requested, the main consequence is that **we** may not be able to issue **you** with a **Policy** or pay **your** claim.

Disclosure

You agree that **we** may disclose **your** personal information to:

- AOBIS;
- **our** external service providers and contractors (such as any mail house, commercial agent or entities engaged to carry out certain business activities on **our** or **your** behalf);
- **our** related entities or assigns, another insurer, **our** reinsurers, **our** agents and external advisers (such as legal and other professional advisers);
- any other person **we** consider necessary to execute **your** instructions;
- any financial institution to or from which a payment is made in relation to any **Policy** **you** have;
- a person with **your** consent or where disclosure is authorised or compelled by law, to regulatory, law enforcement,

dispute resolution or government bodies.

Transfer of personal information overseas

You agree that **we** may disclose **your** information overseas, including the USA, Canada, Bermuda, Europe (including the United Kingdom), Singapore, Hong Kong and India.

Access and Complaint

Assetinsure's Privacy Policy is currently available on **our** website at: www.assetinsure.com.au/key-policies/privacy-policy/.

The Privacy Policy sets out details of how **you** can access (and, if necessary, correct) the personal information **we** hold about **you**. It also sets out how and to whom **you** might complain about a breach of Privacy Law.

If **you** require any other information regarding Privacy, **you** can contact Assetinsure's Privacy Officer by:

- post, at Level 21, 45 Clarence Street, Sydney NSW 2000;
- telephone, at (02) 8274 2898; or
email, at privacy@assetinsure.com.au

Dispute Resolution Process

At AOBIS and Assetinsure, **we** strive to do things the right way and keep **our** customers happy. However, both AOBIS and Assetinsure recognise that occasionally disputes may arise.

Making a Complaint

If **you** have a complaint concerning the financial product or services provided to **you** we will try to resolve it immediately. The best first step is to approach the person at AOBIS with whom **you** were dealing to see if they can resolve the matter to **your** satisfaction.

If **you** remain dissatisfied with the solution AOBIS offers, please contact **us** and we will refer the matter to Assetinsure's Complaint Management process.

Regardless of who is managing **your** complaint, the goal is to resolve **your** complaint and respond with a decision within 30 calendar days.

You may also seek a review of a decision **we** make about a claim made under this **Policy** at the Victorian Civil and Administrative Tribunal provided **you** do so within 28 days of the decision. Please visit www.vcat.vic.gov.au for more information.

Our Agreement with You

This **Policy** is a legal contract between **you** and **us**.

This **Policy** will only respond to claims in connection with **Work** described in the Contract which supported the **Insurance Application** for this insurance, and carried out at the site described in the **Policy**.

Applying for Insurance

To apply for this insurance, **you** will need to complete an **Insurance Application** and provide the information **we** require to determine whether to issue a **Policy**, and if so, on what terms.

Where **we** issue a **Policy**, cover is provided on the basis:

- that **you** have paid or agreed to pay **us** the premium for the cover provided;
- that the verbal and/or written information provided by **you** which must be given in accordance with **your** duty to take reasonable care not to make a misrepresentation either verbally or in writing.

Your Policy

Your Policy consists of the **Policy** terms and conditions in this booklet, any endorsements and the **Certificate of Insurance** **we** issue **you**. Please read **your Policy** carefully, and satisfy **yourself** that it provides the cover that **you** require. **You** should keep this booklet and the **Certificate of Insurance** together in a secure place for future reference.

Goods and Services Tax (GST)

The premium on this **Policy** includes an amount for GST and if **we** pay a claim **your** GST status may determine the amount to be paid on the claim.

You must advise **us** if **you** are registered, or required to be registered, for GST purposes, and **you** must when requested tell **us** what **your** entitlement to Input Tax Credits (ITCs) is for **your** insurance premium.



When determining the amount to be paid for a claim under this **Policy**, any payment or supply **we** make to **you** for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for **your** claim will be calculated on the GST inclusive cost of **your** claim. In calculating such payment, **we** are entitled to reduce it by any ITC to which **you** are, or would be, entitled:

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

However, the total of all payments **we** make will not exceed \$300,000.--.

All amounts referred to in this **Policy** are inclusive of any taxes, levies, duties or charges that payment would be affected by or subject to.

If **you** make a claim and we are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because you have not provided your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this Policy (even though you have not received the withheld amount).

Confirming Transactions and Updating Information

You can ask **us** to confirm any transaction under **your** insurance by contacting **us**. If **you** need any of the information contained in this document or if **you** have any queries, please contact AOBIS:

Definitions

Some key words and terms used in this **Policy** have special meanings. Wherever the following words or terms are used in the **Policy** they mean what is set out below.

Please note that from this section onwards, the terms '**you/your/yours**' is separately defined and have a different meaning to the preceding pages of this **Policy**. Whereas the preceding pages of this **Policy** define '**you/your/yours**' as the **Owner-Builder** and person(s) who applied for this **Policy** and submitted an **Insurance Application**, in this section of the **Policy** wording, '**you/your/yours**' means the purchaser of the **Dwelling** and any successor in title (see full definition over the page).

Act means the Building Act 1993 (VIC) as amended from time to time.

Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reason, including the intention to coerce or influence any government and/or to intimidate or put the public, or any section of the public, in fear, but does not include acts which are:

- i) advocacy, protest, dissent or industrial action; and
- ii) not intended to cause serious physical harm, death, or endangerment of life to a person (other than the life of person committing the act) or create a serious risk to health or safety to the public or a section of the public.

Authority means the same as it does in the **Order**.

Certificate of Insurance means the most recent certificate issued by **us** in connection with this **Policy**.

Completion Date means the same as it does in the **Order**.

Defective means the same as it does in the **Order**.

Disappearance (and its corresponding forms) means the same as it does in the **Order**.

Domestic Building Work means the same as it does under the **Order**.

Dwelling means the home (as defined in the **Order**) described in the **Insurance Application**.

Insolvent (and its corresponding forms) means the same as it does in the **Order**.

Insurable Contract of Sale means the same as it does under the **Order**.

Insurance Application means the application form completed by the **Owner-Builder** applying for this insurance.

Non-Structural Defect means the same as it does in the **Order**.

Order means the Order made under the **Act** by the Minister for Planning and as gazetted in May 2003 entitled 'Domestic Building Insurance Ministerial Order' as supplemented and/or amended from time to time.

Owner-Builder means the owner-builder described in the **Insurance Application** who is also an owner-builder under the **Order**, but does not include owner-builders who are registered builders.

Policy means this policy wording, any endorsements and the **Certificate of Insurance**.

Statutory Warranty means a warranty implied into the **Insurable Contract of Sale** by section 137C of the **Act**.

Structural Defect means the same as it does in the **Order**.

Trade Practices Provision means the same as it does under the **Order**.

Tribunal means the same as it does in the **Order**.

We/us/our means Assetinsure Pty Limited (Assetinsure) (ABN 65 066 463 803).

Work means the **Domestic Building Work** which is carried out or to be carried out by the **Owner-Builder** to the **Dwelling**.

You/your/yours means the purchaser of the **Dwelling** or the land on which the **Dwelling** is constructed, and any successor in title to that person. If the domestic building work is carried out on land in a plan of

subdivision containing common property, it also means the body corporate for that land or a **Dwelling** on that land.

It does not include:

- a) the **Owner-Builder**
- b) the purchaser, if the purchaser is a related body corporate (within the meaning of section 50 of the Corporations Act 2001) of the owner builder; or
- c) the purchaser, if neither the purchaser nor the **Owner Builder** is a public company but each has a common director or shareholder.

Our Cover

This **Policy** is intended to comply with the requirements set out under the **Order** and any term of this **Policy** which conflicts with, or is inconsistent with, the **Order** shall be read and be enforceable as if it complies with the **Order**.

We will provide insurance cover to **you**, subject to the terms, conditions and exclusions set out in this **Policy**, if the **Owner-Builder** dies, becomes **Insolvent**, or **Disappears** and **you** suffer:

- a) a loss or damage arising from a breach of a **Statutory Warranty**;
- b) the costs of alternative accommodation, removal and storage that are reasonably and necessarily incurred as a result of a breach of a **Statutory Warranty**. We will only pay the costs of alternative accommodation or storage that are reasonably and necessarily incurred for up to 60 days, excluding any period of delay attributable to **us**;
- c) the cover **we** give in paragraphs a) and b) above extends to the acts or omissions of all persons contracted by the **Owner-Builder** to perform the **Work**.

We will not be required to indemnify the purchaser in respect of a **Statutory Warranty** that all materials used under the **Work** were new to the extent that any materials used were not new if:

- a) the condition report required by section 137B(2)(a) of the **Act** states that the materials were not new; or

- b) it was apparent from the nature of the relevant **Work** that the materials were not new.

Certificate of Insurance

- a) We must provide a **Certificate of Insurance** evidencing that insurance for the **Work** has been issued which complies with the **Order**:
 - i. to **you** immediately on the issue of this **Policy**; and
 - ii. on request by **you** or the **Builder** at any time.
- b) The **Certificate of Insurance** shall be in the form prescribed by the **Order**.
- c) The **Work** is not covered until **we** have provided to the **Owner-Builder** or **you** a **Certificate of Insurance** evidencing insurance for the **Work**.

Period of Cover

- a) This **Policy** provides the cover in relation to **Non- Structural Defects** in respect of loss or damage occurring during the period
 - i. commencing on the date of the contract of sale; and
 - ii. ending 2 years after the **Completion Date** for the **Work**.
- b) Subject to paragraph a) above, this **Policy** provides the cover in respect of all other loss or damage occurring during the period
 - i. commencing on the date of the contract of sale; and
 - ii. ending 6 years after the **Completion Date** for the **Work**.

We will Pay

1. We will pay up to, but not more than \$300,000 in the aggregate, for all claims made under this **Policy** in respect of any one **Dwelling**, including reasonable legal costs and expenses incurred by the **Insured** associated with a successful claim against **us**.
2. If the claim is in respect of the cover for loss or damage resulting from conduct of the **Owner-Builder** which contravenes a **Trade Practices Provision**, **we** will only pay the costs of rectifying the **Work**.



3. If the **Work** is carried out on land in a plan of subdivision containing common property, and we paid a claim relating to the common property then the amount of cover in respect of any home on land on the plan of subdivision is to be reduced by not more than an amount calculated by dividing the amount paid under the claim by the number of homes on land in the plan of subdivision.

All references in the **Policy** to dollar amounts are inclusive of any applicable goods and services tax (GST).

Excess

1. Subject to paragraph 2 below, **you** must bear at **your** own risk:

- a) the first \$1,000 of each claim first made more than 5 years after the **Completion Date**;
- b) the first \$750 of each claim first made between 3 and 5 years after the **Completion Date**;
- c) the first \$500 of each claim first made between 1 and 3 years after the **Completion Date**; or
- d) a claim under \$500 made between 3 and 12 months after the **Completion Date**.

2. For the purposes of paragraph 1 above:

- a) a claim of \$500 or more may relate to more than one defect if the amount claimed for any one or more defects is less than \$500.
- b) The date when a claim is made is the earlier of:
 - i. the date when **you** first notify **us** of a circumstance that may give rise to a claim;
 - ii. and the date a claim is made.
- c) An excess may be applied only once in relation to:
 - i. any claim comprising more than one defect; or
 - ii. two or more claims that relate to the same defect.

Exclusions

- a) **We** will not pay if **you** are the **Owner-Builder**.
- b) **We** will not pay if **your** claim relates to a person who is excepted under the **Order**.
- c) **We** will not indemnify **you** unless **your** claim relates to an **Insurable Contract of Sale** and:
 - i. section 137B of the **Act** applies to that **Insurable Contract of Sale**; and
 - ii. **Work** was carried out on the **Dwelling** before the sale; and
 - iii. the value of the **Work** exceeded \$16,000 at the time the **Work** was carried out.
- d) **We** will not pay any claims in respect of any defect or incomplete **Domestic Building Work** that is referred to in the report to be provided to a purchaser under section 137B of the **Act**.
- e) **We** will not pay for loss or damage in respect of **Work** relating to landscaping, paving, retaining structures, driveways or fencing, with the exception of such works which:
 - i. are integral to the construction of a **dwelling**;
 - ii. require the issue of a building permit under the **Act**;
 - iii. could result in water penetration of or within a **dwelling**;
 - iv. could adversely affect health or safety;
 - v. adversely affect the structural adequacy of a **dwelling**; or
 - vi. are not completed and the **Owner-Builder** has died, become **Insolvent** or **Disappeared**.
- f) **We** will not pay for loss or damage due to fair wear and tear of the **Work**, or from **your** failure to maintain the **Work**.
- g) **We** will not pay for loss or damage incurred as a result of:
 - i. war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;

- 
- ii. an **Act of Terrorism**;
 - iii. a nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material;
 - iv. civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
 - v. risks normally insured under a policy for public liability or contract works;
 - vi. asbestos, or any materials containing asbestos in whatever form or quantity;
 - vii. an act of God or nature;
 - viii. **Your** failure to maintain appropriate protection against pest infestation or exposure to natural timbers;
 - ix. consequential loss, such as loss of rent or other income, loss of enjoyment, loss due to delay, loss of market value or depreciation, loss of opportunity, inconvenience or distress, not otherwise covered by the **Order**;
 - x. malfunction in any mechanical or electrical equipment or appliance, if **we** prove that the malfunction is not attributable to the workmanship of, or installation by the **Owner-Builder**.
- 3. If **you** give **us** written notice within 180 days after the date on which **you** first became aware, or might reasonably be expected to become aware, of the death, **Disappearance** or **Insolvency**, of the **Owner-Builder**, **we** will not rely on section 54 of the *Insurance Contracts Act 1984* (Cth) to reduce **our** liability under this **Policy**, or to reduce any amount otherwise payable in respect of a claim made by reason only of a delay in a claim being notified to **us**.
 - 4. If **you** submit a claim to **us** in writing, **we** will make a decision regarding **our** liability within 90 days of receipt of the claim. If **we** do not make a decision regarding **our** liability within 90 days then, unless **we** receive an extension of time from **you** or the **Tribunal**, **we** will be deemed to have accepted liability for the claim.
 - 5. If **you** wish to dispute **our** decision regarding **your** claim, **you** may appeal to the **Tribunal**. If **we** are given notice of proceedings before the **Tribunal**, **we** will accept findings made by the **Tribunal** as to whether any of the following events has occurred:
 - a) the non-completion of the **Work**;
 - b) an event referred to in paragraphs a) to c) under the section of the **Policy** entitled 'Our Cover'; and
 - c) if such an event has occurred, the amount of loss or damage suffered by **you** as a result of the event.
 - 6. If **you** notify **us** of a defect (the initial defect), **we** will consider **you** to have given **us** notice of every other defect to which the initial defect is directly or indirectly related, whether or not the claim in respect of the initial defect is settled.
 - 7. **We** will ask **you** to use **our** claim form to make a claim and to provide **us** with as many details, records and information as may be reasonably practicable, so that **we** can investigate, assess and verify **your** claim.
 - 8. Upon making a claim under this **Policy**, **you** must:
 - a) comply with any reasonable direction by **us** in relation to the completion or rectification of the **Work**;

Claims Procedure

- 1. **You** should notify **us** in writing of any facts or circumstances which may give rise to a claim as soon as reasonably practicable when **you** become aware of them.
- 2. **We** may refuse to accept a claim if it is made later than 180 days after the date on which **you** first became aware, or might reasonably be expected to have become aware, of the death, **Disappearance** or **Insolvency** of the **Owner-Builder**.



- b) not undertake or cause to be undertaken, any rectification work without notifying **us**, unless those works are reasonably necessary to prevent or minimise any further loss or damage;
 - c) provide **us**, or any builder nominated or approved by **us**, with reasonable access to the relevant building site for the purpose of inspection, rectification and completion of the **Work**. **You** may refuse to provide access to any builder nominated by **us** if **you** have reasonable grounds for doing so (such as loss of confidence in the builder); and
 - d) **We** may not reduce **our** liability to **you** by reason of **your** failure to comply with a requirement under paragraphs 8 a), b) and c) above, unless **we** can prove that **your** failure increased **our** liability under this **Policy**.
9. **You** must not make any admissions, offer, promise or payment in connection with any claim, unless **we** have provided our prior written consent (which will not be unreasonably withheld, conditioned or delayed).

Conditions

- a) **We** may not avoid this **Policy** or refuse to make or reduce any payment under this **Policy** on the grounds that:
 - i. the Owner- breached any duty of the utmost good faith;
 - ii. failed to comply with any duty to take reasonable care not to make a misrepresentation;
 - iii. made representations to **us**;
 - iv. failed to comply with a provision or requirement of the **Policy**;
 - v. prejudiced **our** interests by act or omission of any description; or
 - vi. the premium or any instalment of the premium has not been paid.
- b) **We** are entitled to recover from the **Owner-Builder** any claim paid by **us** in the circumstances referred to in paragraph a) above.
- c) If **we** pay a claim, **we** are entitled to be subrogated to **your** rights against any party in relation to the claim to the extent of the amount paid by **us**.
- d) **We** will notify the **Authority**, at the times and in the manner agreed with the Authority, in the event that:
 - i. a **Builder** is refused insurance, ceases to be eligible to renew or procure insurance or, in respect of **Domestic Building Work** performed prior to the commencement of the **Order**, fails to purchase or maintain required insurance;
 - ii. any claim under this **Policy** is settled or paid by agreement or otherwise.
- e) **You** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage. If **you** do, **our** liability to **you** is reduced to the extent **we** can no longer recover from that other party as a result of the limitation or exclusion by **you**.
- f) the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest. **We** will not be liable under this **Policy** to anyone except **you**.
- g) **You** must take reasonable precautions to avoid or minimise loss or damage covered by this **Policy**.
- h) **You** must comply with **your** obligations under the **Policy**. Otherwise, subject to Section 54 of the Insurance Contract Act 1984 (Cth) and the terms stated elsewhere in this **Policy**, **we** may not have to pay **your** claim(s), or **we** may reduce our liability.

How We will Communicate

- a) All communications **you** are required to give or make under this **Policy** must be sent in writing to **us**, electronically or by post.
- b) All communications **we** are required to give or make under this **Policy** will be sent in writing to **you** electronically or by post.



- c) All communications sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.

Jurisdiction

This **Policy** is governed by the law of Victoria. The law of Victoria includes Commonwealth legislation such as the Insurance Contracts Act 1984 (Cth). Section 54 of the Insurance Contract Act 1984 applied, or is deemed to apply, to this Policy.

INFORMATION ONLY

OCCUPANCY PERMIT

Building Act 1993 Building Regulations 2018 Regulation 192 Form 16

ISSUED TO

Bogdan Veljanoski and Snezana Veljanoska, 22 Shaftsbury Boulevard Point Cook VIC 3030 Australia

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Name: Bogdan Veljanoski and Snezana Veljanoska, 22 Shaftsbury Boulevard Point Cook VIC 3030 Australia

OWNERSHIP DETAILS

Bogdan Veljanoski, 22 Shaftsbury Boulevard Point Cook VIC 3030 Australia

Snezana Veljanoska, 22 Shaftsbury Boulevard Point Cook VIC 3030 Australia

PROPERTY DETAILS

Lot 1635, 21 Calvert Place Point Cook VIC 3030 Australia

Municipal District: Wyndham City Council

Allotment Area (m2): 220

New floor Area (m2): 214

Lot No: 1635

SPI No: 1635\PS749015

Section No: N/A

Folio: 306

Volume: 11990

LP/PS: PS749015K

NATURE OF BUILDING WORKS

Proposed two storey dwelling and garage

BUILDING PERMIT DETAILS

Building Permit number: BS-L38638/8294155801114

Version of NCC applicable to the Building Permit: 2019

BUILDING DETAILS (Description: Residential)

BCA Class	Building Part	Allowable Live Load
1a(a)	Ground Floor and First Floor - All Parts as per approved plans	1.5kPa

BCA Class	Building Part	Allowable Live Load
10a	All Part as per approved plans	N/A

SUITABILITY OF OCCUPATION

The building to which this permit applies is suitable for occupation.

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT

- It is the owner's responsibility to ensure that the dwelling's energy efficiency fixtures (such as external door weather-strips, door jamb seals, energy efficient lighting and self-closing mechanical exhaust vents) are maintained in accordance with the endorsed drawings.
- It is the owner's responsibility to maintain the property in accordance with the Guide to Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring
- Only working smoke alarms save lives. It is the home owner's responsibility to ensure that smoke alarms are maintained in accordance with AS 3786.
- A notice in accordance with AS 3660.1 - 2014 shall be permanently fixed at the entrance to the sub-floor in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS 3660.1-2014.

PERMIT NUMBER	PERMIT DATE
8294155801114	04/05/2021

MANDATORY INSPECTION RECORDS

Inspection Type	Approved Date
Prior to placing a footing [Bored Piers]	03/09/2020
Prior to placing a footing	16/09/2020
Prior to pouring in-situ reinforced concrete	17/09/2020
Completion of re-framework	07/12/2020
Final, upon completion of all building work	03/05/2021

PERFORMANCE SOLUTION

- A performance solution was used to determine compliance with the following Performance Requirements of the National Construction Code that related to this project as set out below: To allow provision for the use of a Recycled/Grey water system in lieu of the provision of a solar hot water system based on approval under Part A2.2 of the National Construction Code of Australia Vol. 2

RELEVANT BUILDING SURVEYOR

Name: Romeo Georgiev

Address: Office 15.01, Level 15, 401 Docklands Drive, Docklands Vic 3008

Email: permits@arkibuildingsurveyors.com.au

Building practitioner registration no.: BS-L38638

Occupancy Permit no.: 8294155801114

Date of issue: 04/05/2021

Signature:



ROADS PROPERTY CERTIFICATE

The search results are as follows:

JLE Conveyancing C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 705267

NO PROPOSALS. As at the 26th November 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

21 CALVERT PLACE, POINT COOK 3030
CITY OF WYNDHAM

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 26th November 2025

Telephone enquiries regarding content of certificate: 13 11 71



A.C.N. 096 989 589 A.B.N. 56 096 989 589

WERRIBEE SOIL TESTING Pty Ltd
PO Box 372
Ballan 3342
Ph. 0407 563 323
Email. werribeesoiltesting@westnet.com.au

OUR REFERENCE: 208034

REPORT DATE: 18 June, 2020

SITE ADDRESS: Lot 1635 Calvert Pl,
Point Cook

CLIENT: B Veljanoski
21 Calvert Pl,
Point Cook

CLIENT REFERENCE:

SUMMARY OF REPORT AND RECOMMENDATIONS

This summary information is provided to enable the client to identify the key features of the attached report and to assist in a preliminary costing of the project. It is not a substitute for understanding all of the information contained in the report nor is it a substitute for an appropriate design of the footings. The client must refer to the body of the attached report for details of these recommendations, other conclusions, advisory notes, warnings etc.

SITE CLASSIFICATION TO AS 2870-2011: P (problem site)

SLAB ON GROUND TYPE: Engineer designed

WAFFLE RAFT TYPE: Engineer designed

TIMBER FLOOR: Engineer designed

NOTES & POTENTIAL SITE PROBLEMS:

Wet conditions will hinder traffic movements and construction activities.

The site is classified "P" because up to 1000mm of fill was revealed.

Existing small to medium trees were noted at the time of testing - although not a problem at present these may pose a future threat to the footing system.

A handwritten signature in black ink, appearing to read 'R Whan'.

Robert Whan
Werribee Soil Testing Pty Ltd

INTRODUCTION

We have been commissioned to investigate the site conditions at Lot 1635 Calvert Pl, Point Cook to:

1. Classify the site in its present condition in accordance with AS2870-2011.
2. Alert the client to factors, which may affect the performance of the proposed building.
3. Recommend appropriate footings for the site, having regard to the client's preferences.

PROPOSED CONSTRUCTION

We understand that **an articulated brick veneer residence** is proposed on this site.

NOTE: If the building type is changed this report may be inappropriate.

SITE DESCRIPTION

The proposed construction site is on the north side of the street and is virtually flat. Site drainage at the time of our investigation appears to be poor. Small to medium trees were noted at the time of testing, although not causing abnormal moisture conditions at present, they may pose a future threat to the footing system.

FIELDWORK AND FINDINGS

Three test sites were drilled by a hydraulic drilling rig, hand classified and described as shown on the attached Log Section Sheets. Also shown is the location of significant water seepage or water table if encountered. Based on our testing and the geological maps prepared by the Geological Survey of Victoria we revealed clays developed from Quaternary Basalts.

SITE CLASSIFICATION

The site has been *classified P* in accordance with section 2 of AS2870-2011.

The site is classified "P" because up to 1000mm of fill was revealed.

NOTE: The above classification is made assuming that the site will not change significantly before construction of the proposed building. Site cuts in excess of 500mm or the addition of uncontrolled fill are considered significant changes and the site may need to be re-classified.

WAFFLE RAFT RECOMMENDATIONS

We recommend the use of an engineer designed "waffle raft" in accordance with the principles of AS2870-2011 Section 4. The slab should be detailed as specified in Section 5 and constructed in accordance with Section 6 of AS2870-2011.

Due to the depth of fill the waffle raft shall be suspended on a grid of piers. As a guide to the designer, a characteristic surface movement (y_s), under normal conditions has been estimated not to exceed 90mm. The piers should be founded at least 500mm into the natural stiff clay or on weathered rock, where a design bearing capacity of 250kPa may be assumed (refer to Clause 4.8 of AS2870-2011).

Further testing for the design of deep footings may be required as drilling beyond the depths specified in AS287-2011, Clause 2.4.3 is beyond the scope of this report (refer to AS2870-2011, Clause 4.8).

All vegetation and organic topsoil should be removed with a site scrape prior to construction commencing.

In wet conditions softspots may be encountered. Where these softspots occur all beam are to be locally deepened to below the affected area

SLAB ON GROUND RECOMMENDATIONS

We recommend the use of an engineer-designed “suspended slab” in accordance with the principles given in Section 4 of AS2870-2011. The slab should be detailed as specified in Section 5 and constructed in accordance with Section 6 of AS2870-2011

The design engineer should allow for very high soil reactivity. A characteristic surface movement (y_s), under normal conditions has been estimated not to exceed 90mm. All slab beams should be founded at the following minimum depths:

Test Site	Minimum Founding Depth	Recommended Founding Material	Design Bearing Capacity
1	1000 mm	Stiff Clay	at least 100 kPa
2	1100 mm	Stiff Clay	at least 100 kPa
3	1000 mm	Stiff Clay	at least 100 kPa

NOTE: The above quoted depths were determined from existing surface level at the time of testing and may vary if the site is cut and/or filled. At all locations the slab beams should penetrate the “Recommended Founding Material” by at least 100mm.

As an alternative to deep continuous footings, engineer designed concrete piers, may be used. The piers should be founded at least 500mm into the natural stiff clay or on weathered rock, where a design bearing capacity of 250kPa may be assumed. The footing system is to be designed in accordance with engineering principles(refer to Clause 4.8 of AS2870-2011).Further testing for the design of deep footings may be required as drilling beyond the depths specified in AS287-2011, Clause 2.4.3 is beyond the scope of this report (refer to AS2870-2011, Clause 4.8).

All vegetation and organic topsoil should be removed with a site scrape prior to construction commencing.

In wet conditions softspots may be encountered. Where these softspots occur, beams are to be deepened to a depth where appropriate founding material is found.

TIMBER FLOOR

Due to the presence of fill and very highly reactive clays, we recommend the use of engineer designed pier and beam footing system for the perimeter and long span floor joists for floor support.

As a guide to the designer, a characteristic surface movement (y_s), under normal conditions has been estimated not to exceed 90mm and a design bearing capacity of 250 kPa can be assumed 500mm into the natural stiff clay. The use of a void former under the beam shall be adopted as part of the design.

The footing system is to be designed in accordance with engineering principles given in Section 4, and be detailed as specified in Section 5 and constructed in accordance with Section 6 of AS2870-2011.

A founding depth of 2500mm at each test site is suggested, provided the piers are founding a minimum of 500mm into the natural stiff clay. Further testing or pier inspections is recommended to confirm the design bearing capacity mentioned above, as drilling beyond the depths specified in AS287-2011, Clause 2.4.3 is beyond the scope of this report. (see Pier design under **Important Notes**)

Where shallow rock is encountered, the footings can be reduced in depth provided the rock covers the bottom of the pier.

The use of engineered design screw piles may also be considered. The installer is to determine an appropriate founding depth.

TIMBER FLOOR (cont')

As an alternative to the above recommendations, the design engineer may wish to adopt strip footings with long span floor joists or isolated pad footings for floor support. This footing system is to be designed in accordance with engineering principles given in Section 4, and be detailed as specified in Section 5 and constructed in accordance with Section 6 of AS2870-2011.

A suitable founding depth for both strip footings and pads is to be determined by the design engineer. The engineer can assume a bearing capacity of 150kPa 200mm into the natural stiff clay.

INFILL FLOOR SLABS

In-fill type floor slabs for garages, verandahs etc., must be separated from walls and footings by a compressible strip and contain regular saw cuts or groove joints to control cracking. Such slabs are not considered to be a structural part of the building and minor cracking or movement is likely.

IMPORTANT NOTES

Important information concerning the limitations of our investigation and of this report as well as General Building Recommendations and Advice is given in the attached "Report Addendum" which must be read in conjunction with this report. All of the Recommendations given in this report are made on the assumption that the building site will be maintained by the owner/occupier in accordance with Appendix B of AS 2870-2011 and the "Guide to home owners on foundation maintenance and footing performance, BTF 18" published by the CSIRO.

Building articulation

The provision of regularly spaced full height openings or articulation joints in masonry walls is an essential part of the construction of the proposed building on this site. Articulation joints shall comply with the requirements of AS/NZS 4773.2 and TN 61.

Drainage

Care must be taken not to allow the soil moisture conditions to alter significantly during and after construction by allowing water to pond close to the building. The soil surface surrounding the building must slope away from the footings at a minimum of 1:20 grade for a minimum distance of 1.2m. On sloping sites install cut off drains on the high side on the building to intercept surface and sub-surface ground water. Where site cuts have been done, the cut off drain should be installed at the toe of the cut.

All cut and fills should be battered or retained properly. As a general rule, batters of 45 degrees to the horizontal for clays and 30 degrees to the horizontal for sands should be adopted. Where this is not possible or desired, engineer designed retaining walls should be used. Where sites are prone to landslips, a landslip assessment should be carried out.

Trees

When designing for abnormal moisture conditions caused by trees, the design engineer must consider the species, potential size and possible influences on the proposed building. A suitably qualified arbourist familiar with the causes of abnormal moisture conditions may need to be engaged if the design engineer cannot determine these factors. Immature and small trees noted at the time of testing also need to be considered as a potential future cause of abnormal moisture conditions.

The location height and canopy size shown on the site sketch are approximate only. A feature survey of the site and adjoining properties may be needed if a more accurate site plan is required.

If trees are to be removed, footings and slab beams must be deepened below roots or disturbed soil caused by the tree removal.

Pier Design

If deep footings are required on this site, further testing may be required as drilling beyond the depths specified in AS287-2011, Clause 2.4.3 is beyond the scope of this report. Once the depth of the deep footings/piers has been determined, the design engineer may require further testing to be carried out to comply with the requirements specified in AS2870-2011, Clause 4.8.

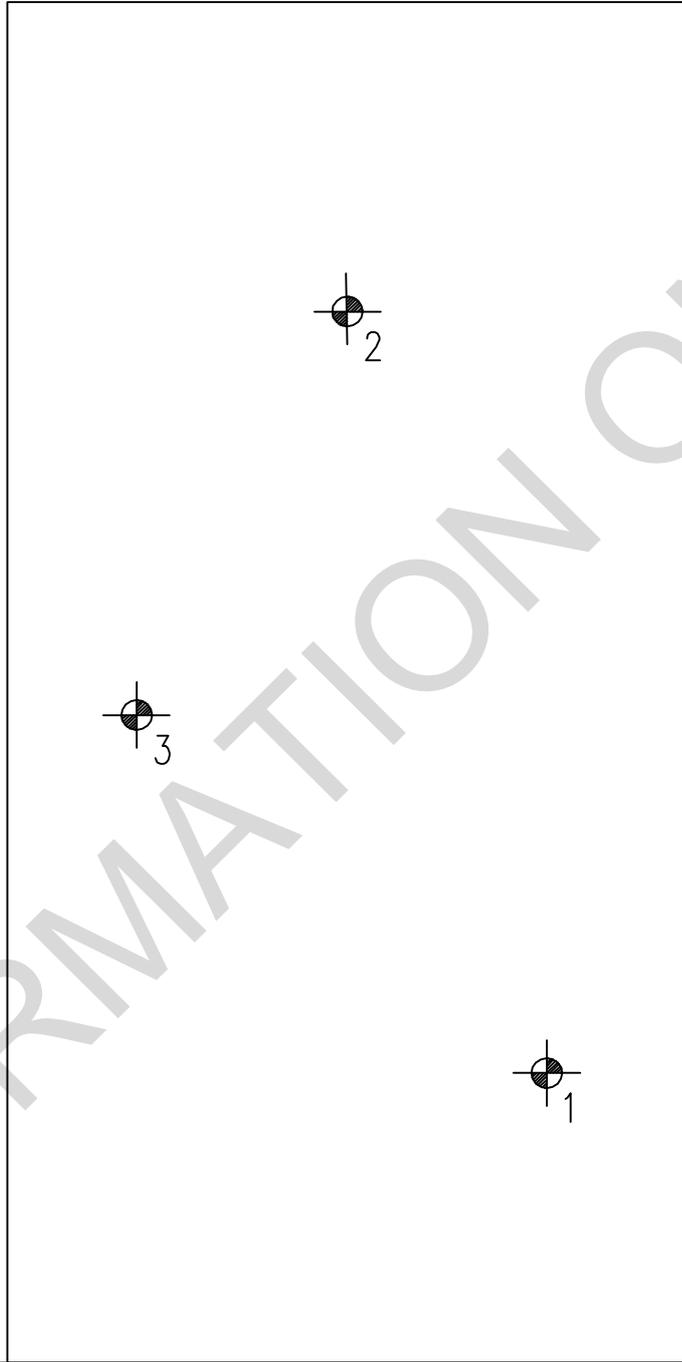
LOG SECTION SHEET

Reference: 208034

Address: Lot 1635 Calvert Pl, Point Cook

Date Tested: 16.6.20

Test Site 1 refer to site sketch for location				Test Site 2 refer to site sketch for location				Test Site 3 refer to site sketch for location			
Depth (mm)	Description	Fill	Test	Depth (mm)	Description	Fill	Test	Depth (mm)	Description	Fill	Test
100	FILL clay mix + Basalt moderately compacted			100	FILL clay mix + Basalt moderately compacted			100	FILL clay mix + Basalt moderately compacted		
200											
300											
400											
500											
600											
700											
800											
900											
1000	CLAY (red-brown) moist and stiff (grey)			1000	CLAY (red-brown) moist and stiff (grey)			1000	CLAY (red-brown) moist and stiff (grey)		
1100											
1200											
1300											
1400											
1500											
1600											
1700											
1800											
1900	END			1900	END			1900	END		
2000											
2100											
2200											
2300											
2400											
2500											
2600											
2700											
2800											
2900											
3000											



Calvert Place



SITE SKETCH AND TEST SITE LOCATIONS

NOT TO SCALE

LEGEND:

$\times 10.00$ Spot levels

Test Site

Buildings

Trees H=height
C=canopy

Paving

ADDENDUM

IMPORTANT NOTES RELATING TO THE ATTACHED REPORT

1. The field work carried out on the site at the time of our visit may not detect localised abnormalities (i.e. localised filling, tree scrub holes, etc.) which can only be accurately located at the time of excavations. During excavation for footing construction if a soil profile different from that indicated in this report is found, Werribee Soil Testing must be contacted for a further inspection and advice as appropriate.

Furthermore the report was based upon the site conditions existing at the time of testing. Changes in site drainage, groundwater fluctuation, flooding, earthquake or addition of excessive fill could alter the soil conditions on the site. If any of these conditions occur, additional tests may be necessary.

2. The recommendations in this report are based on the following:
 - (a) Information about the site, proposed site treatment, building type and size conveyed to us by the client or his agent.
 - (b) The most recent information available to us in soil testing and design.
 - (c) The location of our test sites and the information gained from this and other investigations.

Should the client or his agent neglect to supply us with correct relevant information, including information about previous buildings, trees or activities on the site, or should significant changes be made to the building type, size and/or position, our report may be made irrelevant or inappropriate. In such cases, we do not take responsibility for the consequences and we reserve the right to make an additional charge if more testing or a change to the report is necessary.

3. Notwithstanding the recommendations made in this report, wherever footings are close to any excavations or easements, that part of the footing should be deepened so that the projection from the underside of the footing to the bottom of the excavation makes an angle not exceeding 30 degrees in sandy soils and 45 degrees in clayey soils. (This angle is measured from the horizontal). We do not recommend a steeper angle unless sufficient testing is carried out to indicate otherwise or unless the footings are founded on competent rock.
4. Unless otherwise stated, any dimensions, slope directions or magnitudes shown must not be used for any building costing calculations and/or positioning. Any sketch supplied should be considered as only approximate pictorial evidence of our work.
5. The client is advised that the recommendations made in this report assume that the building site will be maintained in accordance with the "Guide to home owners on foundation maintenance and footing performance, BTF 18" published by the CSIRO. A copy of BTF 18 is available from the CSIRO on request.
6. Werribee Soil Testing takes no responsibility for its reports which have been altered in any way or which are not reproduced in full, including this report addendum.

GENERAL BUILDING RECOMMENDATIONS

DRAINAGE – Adequate and effective site drainage is one of the most important design features of a successful footing system. The soil surface surrounding the building must slope away from the footings at a minimum of 1:20 grade for a minimum distance of 1.2m. On reactive sites, we recommend that the soil within 1.2m of the building perimeter be covered with an impermeable membrane such as concrete paving or plastic sheeting. Spoon drains, surface grates and/or slotted agricultural drains must be used in site cuts and elsewhere to prevent water from accumulating close to the building. Roof water must be diverted away from the building during construction by using temporary drains. All plumbing and drainage services must be adequately maintained and leaks repaired promptly.

PRE-EXISTING STRUCTURES – If the removal of any pre-existing structure or vegetation disturbs the foundation soil, then we recommend the local deepening of the footing to a depth of at least 200mm below the disturbed level.

In MODERATELY, HIGHLY or EXTREMELY reactive sites (Classification "M", "H1", "H2" or "E") and on PROBLEM sites (Classification "P"), minor wall and floor movements are inevitable. On such sites, we make the following additional construction recommendations to minimise the effects of soil movement:

1. Avoid archways, wing walls, narrow isolated wall panels near corners and brickwork over doors and windows (instead use full height doors and windows or timber panels above doors and windows).
2. Use full height openings and correctly articulated brickwork at regular intervals to allow for minor wall movements without causing unsightly cracking in the brickwork.
3. Any extension to an earlier structure should be separated by an appropriate articulation joint or opening and must not be connected with interlocking brickwork unless special precautions are taken.
4. Avoid excavations close to footings. Excavations should not be closer to the building than a distance equal to 2.0 times the depth of the excavation. The base of drainage excavations close to or under the building must slope away from the building to avoid water accumulation. Trenches must be backfilled with moist soil native to the site and compacted in thin layers.
5. Brittle floor tiles should be laid using flexible adhesive at least three months after the slab has started to dry (i.e. from the time the slab was last wet from rain or construction).
6. "In-fill" type floor slabs for garages, porches, paths etc. are likely to exhibit minor movements and cracking. Such slabs must be separated from walls and footings using an appropriate compressible filler.

VEGETATION AND GARDEN DESIGN – Inappropriate garden design and/or planting of trees and shrubs too close to the building can have a severe effect on the performance of the footing system and thus the building, as can excessive garden watering or the use of fixed sprinkler systems. The type and proximity of trees which may be safely planted depends on a number of factors including tree species, site classification etc. As a rough guide, trees should not be planted closer to the building than a distance approximately equal to their mature height. More details are given in the "Guide to home owners on foundation maintenance and footing performance, BTF 18" published by the CSIRO.



UPPER POINT COOK ESTATE
 Conditional Approval
 By: _____ Date: 22/07/2020
 Subject to compliance with the Sale Contract
 Conditions Including the Covenants, Design
 Guidelines, City of Wyndham Requirements and any
 other items noted on the drawings.

INFORMATION ONLY

BUILDING PERMIT

Building Act 1993 Building Regulations 2018

GENERAL NOTES - DATE ISSUED:

1. Refer to architectural drawings for all dimensions. Engineer drawings must not be scaled
2. Any adjustments required due to unforeseen site conditions must be first approved by architect and/or structural engineer.
3. Where additional fill is placed across the site and/or where fill exceeds the requirements of AS2870-1996, the soil engineer should be contacted.

INSPECTION BOOKING

4. The contractor is responsible for setting out and checking all levels and measurements prior to commencing work.
5. Remove all topsoil containing grass roots, organic matter and vegetation below slab area
6. Do not scale of drawings. Refer to architectural drawings for dimensions.
7. All timber flooring, framing, bracing and tie downs to be accordance with AS1684 Timber Framing Code

TEL: 9687 0333

MIN. 24 HOURS NOTICE REQUIRED**STRUCTURAL STEEL**

1. All workmanship shall be in accordance with AS4100-1998
2. All structural steelwork to receive one coat of approved paint (red oxide zinc).
3. All beams and lintels unless otherwise note to have 150mm end bearing.
4. Welding shall be performed by an experienced operator in accordance with AS1554.
5. Unless otherwise noted, all welds shall be 8mm continuous fillet welds, laid down with approved covered electrode in accordance with AS1554 Welding Code.
6. All exposed steel to be hot dip galvanised in accordance with AS 2312.
7. Masonry walls to be tied to structural steel members with approved metal ties spaced at 300mm horizontally and 300mm vertically. Ties to be rigidly attached to members.
8. High strength bolts are denoted as 8.8/S and are to be snug tightened only unless noted otherwise.

TIMBER FRAMING

1. All timber shall be the best quality of the species and grades specified, and shall comply with the relevant Australian Standards. Structural timber to comply with AS 1720.1. Timber Framing to generally comply with AS1684 Code.
2. Timber shall be straight, sound, well seasoned, free from significant defects including white ant, borer, sap, loose knots, warp, twist, fractures & holes.
3. Timber in contact with ground to be Durability Class 1 as defined in AS 1684 Appendix A.
4. All exposed timbers or members in poorly ventilated areas to be Durability Class 2 as defined in AS1684 Appendix A.
5. Sizes nominated for unseasoned timber to be not less than the nominal size by 3mm for F8 OBHW and 4mm for F7 RS Oregon.
6. Sizes nominated for Kiln Dried timbers to be the minimum as supplied.
7. Nails to comply with AS 2384 and driven by hand or by gun. Minimum nail diameter to be 3.75mm for Pine and Oregon and 3.15mm for Hardwood.
8. Minimum nail penetration into the receiving timber to be 10 times the nail diameter where driven into the side grain and 15 times the nail diameter when driven into the grain end.

TERMITE PROTECTION IN ACCORDANCE WITH AS 3660 IS REQUIRED**MASONRY**

1. All masonry construction to comply with the SAA Masonry Code AS3700.
2. Characteristics unconfined compressive strength (f'_{uc}) to be 30 MPa for clay bricks and 15 MPa for concrete masonry
3. Mortar for unreinforced masonry to be 1:1:6 and for reinforced masonry to be 1:0.25:3 by volume cement, lime and sand respectively.
4. Wall cavity to be 50mm unless otherwise noted.
5. Wall ties to comply with AS/NZ 2699.

CONCRETE

1. All concrete workmanship shall be in accordance with SAA Concrete Structures Code AS 3600-2001
2. All concrete shall be Grade
 - _____ 20 _____ MPa for footings
 - _____ 20 _____ MPa for ground slabs
 - _____ MPa for suspended slabs
 - _____ MPa for wall panels
 - _____ MPa for columns
3. Concrete sizes shown do not include finish and must not be reduced or members penetrated in any way without the Engineers approval.
4. Depths of beams are given last and include slab thickness. Slabs and beams are to be poured together.
5. Clear concrete cover to steel reinforcement, unless otherwise noted to be:
 - _____ 55 _____ mm for footings
 - _____ 25 _____ mm for ground slabs
 - _____ mm for suspended slabs
 - _____ mm for wall panels
 - _____ mm for columns

Concrete cover to be maintained by means of approved chairs and or concrete blocks spaced at approximately 750 cross centers, or to the approval of the Engineer.

6. Camber to suspended slabs to be 3mm for every 1500mm of span, unless noted otherwise noted.
7. Construction joints where not shown shall be properly formed and located to the approval of the Engineer
8. Brickwork to be kept free of supporting brickwork by two layers of a suitable membrane (malthoid etc), or as directed by Engineer.
9. Brickwork must not be built on concrete slabs or beams until formwork supporting same has been removed.
10. Reinforcement is shown diagrammatically and not necessarily in true projection.
11. Reinforcement notation:
 - SL denotes hard drawn welded wire fabric to AS/NZ 4671
 - R denotes plain bars to AS1302
 - N denotes deformed bars to AS/NZS 4671

The number immediately following the bar grade symbol represents the nominal bar diameter in millimeters.
12. No holes, chases or embedment of pipes other than those shown on structural drawings shall be made in concrete members without prior approval from engineer
13. No concrete shall be poured until it has been inspected and approved by Relevant Building Inspector.
14. Slab fabric shall be placed with a cover as shown on the drawing and lapped one full panel of fabric. Trench mesh in beams shall be placed with 40mm cover top & bottom and spliced where necessary, by a lap of 500mm. At T- and L- intersections the trench mesh shall be overlapped by the width of the fabric
15. Concrete shall be not less than 20 MPa grade or as noted above, with 20mm nominal maximum aggregate size and 80mm slump. Concrete should be cured at least 7 days prior to brickwork being placed.
16. Refer to Section 6 of AS2870-1996 for full set of construction requirements
17. Footings to be stepped in accordance with AS2870, Section 5.4.3
18. It is the builders responsibility to check all dimensions and levels by actual measurements on site prior to commencement of fabrication and/or ordering of building components.

NOTE:

ENGINEER PLANS ARE TO BE READ IN CONJUNCTION WITH ARCHITECTURAL DRAWINGS. SHOULD THERE BE ANY DISCREPANCY BETWEEN THE ENGINEERING DRAWINGS AND ARCHITECTURAL DRAWINGS, STOP WORK IMMEDIATELY AND CONTACT EITHER THE CONSULTING ENGINEER OR ARCHITECT.

SHOULD ADDITIONAL STRUCTURAL SUPPORT BEAMS BE REQUIRED, TRUSS MANUFACTURER CONTACT THIS OFFICE.

ADDRESS:

LOT 1635 CALVERT PLACE
POINT COOK, VIC

REF:

201222

DATE:

22/07/2020

SHEET:

S1 of S17

CLIENT:

Vlatko Veljanoski

Drawing Index**Sheet No: Name**

Sheet No:	Name
1	Cover
2	Slab Layout Plan
3	Waffle Slab Details - 1
4	Waffle Slab Details - 2
5	Slab Section Detail
6	First Level Framing Plan
7	Roof Level Framing Plan
8	Typical Framing Details
9	Timber Framing Details
10	Steel Framing Details
11	Ground Level Bracing Plan
12	First Level Bracing Plan
13	Sheet Bracing Details
14	Metal Bracing Details
15	Articulation Layout
16	Drainage Details
17	Drainage Notes



-Civil & Structural Engineers
-Building Permits -Project Management

226 Normanby Road, Southbank, VIC, 3006
Ph. No. (03)9484 7724
Email: info@talcon.com.au

BUILDING PERMIT

Building Act 1993 Building Regulations 2018
 PERMIT NUMBER: 8294155801114 DATE ISSUED: 28/08/2020

ARK BUILDING SURVEYORS PTY LTD

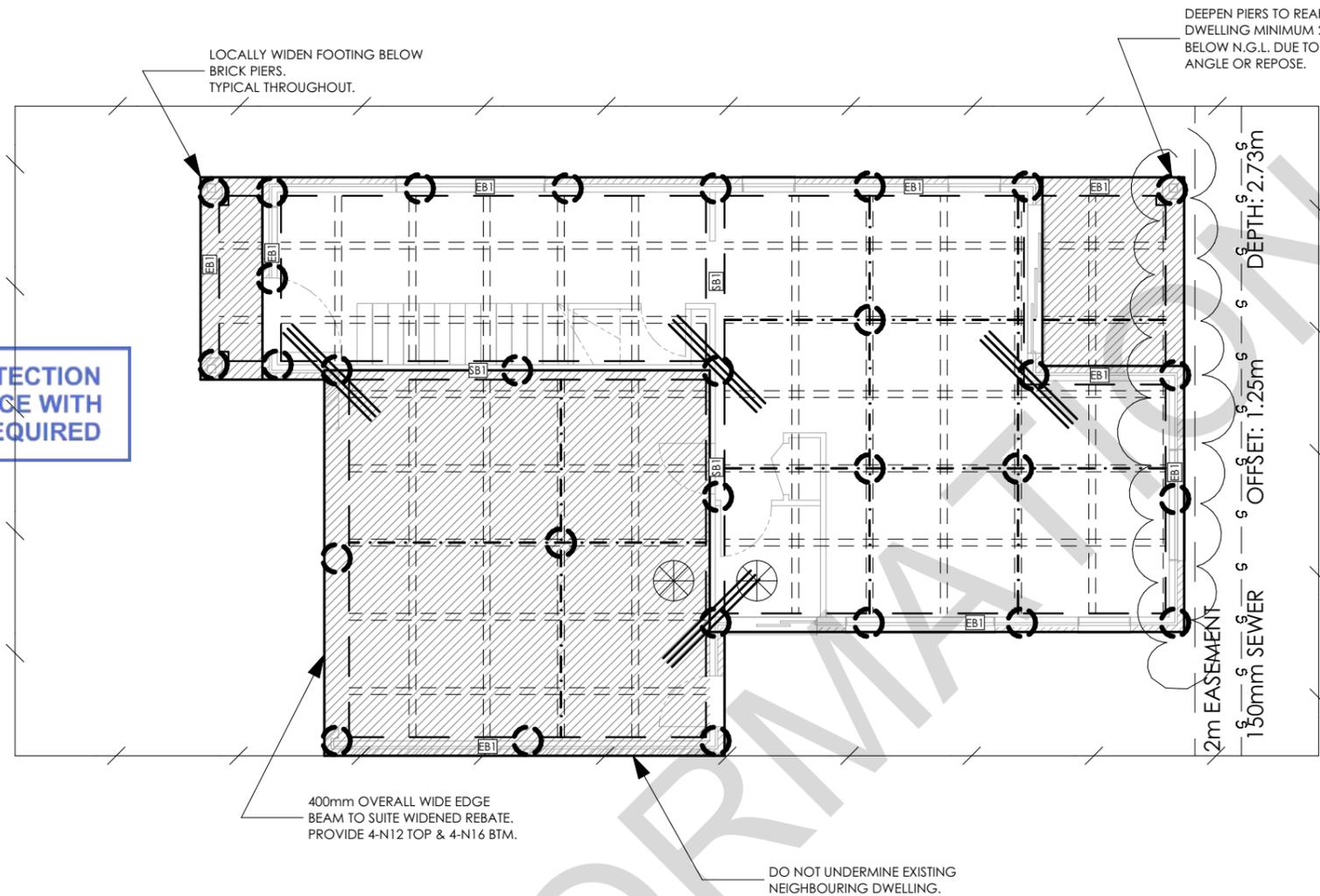
Note: ANGLE OF REPOSE FOR SEWER PIPES WITHIN EASMENT HAS NOT BEEN ASSESSED FOR THIS PROPERTY.

INSPECTION BOOKING

EMAIL: inspections@arkibs.com.au
 TEL: 9687 0333
 MIN. 24 HOURS NOTICE REQUIRED

NOTE: DO NOT UNDERMINE EXISTING FOOTINGS. ONLY EXCAVATE TO ADJOINING DEPTH. SHOULD DESIGN DEPTHS NOT BE ACHIEVABLE WITHOUT UNDERMINING, STOP WORKS AND CONTACT THIS OFFICE IMMEDIATELY

TERMITE PROTECTION IN ACCORDANCE WITH AS3660.1 IS REQUIRED



WAFFLE SLAB MEMBER SCHEDULE	
OVERALL DEPTH	385mm
SLAB DEPTH	SL1 85mm
WAFFLE BOX HEIGHT	300mm
WAFFLE BOX SIZE	1090mm
EDGE BEAM WIDTH	EB1 300mm
STIFFENER BEAM WIDTH	SB1 300mm
EDGE BEAM REINFORCEMENT	EB1 TOP 3-L11TM or 3-N12 BTM 2/3-L11TM or 3-N16
STIFFENER BEAM REINFORCEMENT	SB1 TOP 3-L11TM or 3-N12 BTM 2/3-L11TM or 3-N16
SLAB REINFORCEMENT	SL1 SL92 MESH TOP
INTERNAL RIB WIDTH	110mm
INTERNAL RIB REINFORCEMENT	1N16 BTM

FOOTING LEGEND	
	DENOTES AREA TO COMMENCE LAYING WAFFLE POD
	FOR HATCHED AREAS ONLY - SET DOWN WAFFLE POD THESE AREAS ONLY. REFER ARCHITECTURAL PLANS FOR EXACT STEP DOWN LEVELS/ LOCATIONS
	RE-ENTRANT CORNER BARS (TYP) 3-L12TM BARS CENTRAL 2000mm LONG AT ALL (25mm COVER)
	DENOTES REMOVAL OF WAFFLE POD & FILLED WITH BULK CONCRETE WITH SLAB FABRIC TOP & BTM AS PER MEMBER SCHEDULE DUE TO POINT LOAD ABOVE.
	DENOTES 1N12 BAR OVER TOP OF PIERS TIED TO UNDERSIDE OF MESH
	DENOTES 450mm DIAMETER BULK CONCRETE BORED PIERS DUE TO EXCESS UNCONTROLLED FILL BELOW SLAB. FOUNDED 2500mm DEEP (MIN.) OR 600mm INTO SILTY CLAY, WHICHEVER IS DEEPER. ALTERNATIVELY, WHEN SOLID CONTINUOUS ROCK IS ENCOUNTERED U.N.O. ALTERNATIVELY, 300mm WIDE x 1200mm MIN. LONG RECTANGULAR SLOTTED PIERS CAN BE USED FOUNDED TO SAME NOTED DEPTH AS BORED PIERS.

NOTE: MINIMUM SITE SCRAPE OF 50mm IS REQUIRED AT THIS SITE PRIOR TO ANY CONSTRUCTION COMMENCES

NOTE: LOOSE OR WEAKLY COMPACTED SURFACE FILL/ TOPSOIL REQUIRES REMOVAL BY SITE SCRAPE, OR COMPACTION IN ACCORDANCE WITH AS2870-2011 CI 6.4.2.

NOTE: ALL INTERNAL & EXTERNAL RIBS WIDER THAN SPECIFIED ON THIS PLAN SHALL BE REINFORCED WITH AN ADDITIONAL BOTTOM BAR FOR EVERY 110mm INCREASE IN WIDTH.

NOTE: ALL STRIP FOOTINGS MUST BE LAPPED 1000mm (MIN.) INTO WAFFLE SLAB, WHERE APPLICABLE. WAFFLE BOX IS TO BE CUT/ OMITTED ABOVE STRIP FOOTING & FILLED WITH BULK CONCRETE (TYPICAL.)

NOTE: IF THE SITE IS CUT & SOLID CONTINUOUS ROCK IS EXPOSED AT THE SURFACE, THE BORED PIERS SPECIFIED IN THIS AREA CAN BE REPLACED BY A LEVELLING PAD OF CONCRETE IN ACCORDANCE WITH AS2870-2011 CI 3.1.8

WAFFLE SLAB LAYOUT PLAN
 scale 1:100



-Civil & Structural Engineers
-Building Permits -Project Management
 226 Normanby Road, Southbank, VIC, 3006
 Ph. No. (03)9484 7724
 Email: info@talcon.com.au

date : 22/07/2020

job no.: 201222

drawn : JW

drawing no. : 201222/S2

checked : RT

scale : 1:100/A3

sheet no S2 of S17

PROJECT TITLE :

PROPOSED RESIDENTIAL DEVELOPMENT AT:

LOT 1635 CALVERT PLACE
 POINT COOK, VIC

Slab Layout Plan

This drawing is NOT to be used for construction unless stamped by the relevant Building Surveyor and a Building Permit has been issued

DOCUMENTATION

NO.	DATE	DESCRIPTION
A	22/07/2020	ISSUE FOR CONTRUCTION

BUILDING PERMIT

WAFFLE SLAB SPECIAL NOTES:

8294155801114 28/08/2020

MIN 50mm SITE SCRAPE IS REQUIRED AT THIS SITE PRIOR TO CONSTRUCTION. ALL LOOSE MATERIAL SHOULD BE REMOVED.

INSPECTION BOOKING

ALL VEGETATION AND ORGANIC TOPSOIL SHOULD BE REMOVED WITH THE SITE SCRAPE PRIOR TO CONSTRUCTION COMMENCING. A MINIMUM 50mm LAYER OF SUITABLE QUARRY PRODUCT SHALL BE PLACED ON SCRAPED NATURAL SURFACE

PARTICULAR CARE MUST BE TAKEN TO ENSURE ALL SOIL SLOPES AWAY FROM SLAB. ON SLOPING SITES, IT IS IMPORTANT TO CONSTRUCT CUT OFF DRAINS ON THE HIGH SIDE OF THE SLAB TO INTERCEPT SURFACE AND SUB-SURFACE GROUND WATER. WHERE SITE CUTS HAVE BE DONE, THE CUT OFF DRAINS SHOULD BE AT THE TOE OF THE CUT.

ENSURE ALL WORKING PLATFORM IS WELL COMPACTED PRIOR TO PLACEMENT OF WAFFLE PODS.

SITE CLASSIFICATION

THIS SITE HAS BEEN CLASSIFIED AS CLASS "P/E" SITE

IN ACCORDANCE WITH AS 2870-2011.

SOIL REPORT BY: **Werribee Soil Testing**

REF: **208034**

DATE: **18/06/2020**

TERMITE PROTECTION IN ACCORDANCE WITH AS3660.1 IS REQUIRED

NOTE:
ROOF TRUSSES TO SIT ON ALL EXTERNAL WALLS 'ONLY'. SHOULD ANY INTERNAL WALLS BE ROOF LOAD BEARING, STOP WORK & CONTACT THIS OFFICE IMMEDIATELY.

REFER TO ARCHITECTS DRAWINGS FOR:
1) ARTICULATION JOINT LOCATIONS.
2) FINISHED FLOOR LEVELS AND SIZE AND EXACT LOCATIONS OF STEPS AND SETDOWNS.

NOTE:
AT THIS SITE TREES AND LARGE SHRUBS SHOULD NOT BE PLANTED OR ALLOWED TO EXIST CLOSER TO THE BUILDING THAN 1.00 TIMES THEIR MATURE HEIGHT. THIS DISTANCE MUST BE INCREASED TO 1.50 TIMES THE MATURE HEIGHT WHERE GROUPS OF TREES EXIST.

NOTE:
- ALL SURROUNDING SURFACES ARE TO BE GRADED AWAY FROM THE BUILDING TOWARDS A SUITABLE DRAINAGE FACILITY TO AVOID ANY LOCAL DAMMING OR PONDING
- THE BUILDER AND/ OR THE OWNER IS TO READ ALL OF THE REPORT AND IMPLEMENT ALL CONDITIONS AND RECOMMENDATIONS STATED THERE IN

WARNING
BEWARE OF UNDERGROUND SERVICES
THE BUILDER IS TO DETERMINE EXACT LOCATIONS OF EXISTING UNDERGROUND SERVICES PRIOR TO ANY CONSTRUCTION ON SITE.

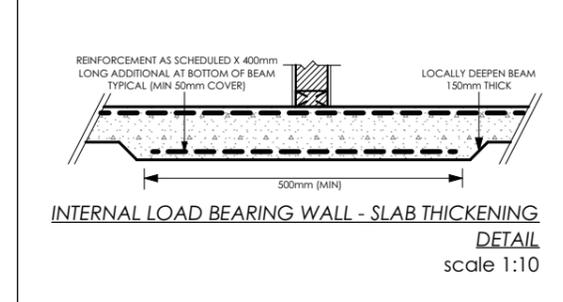
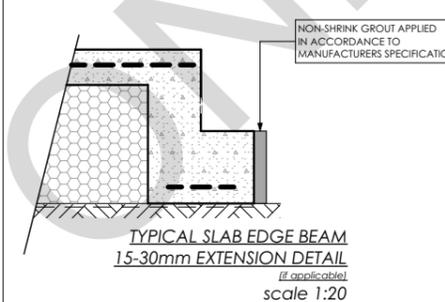
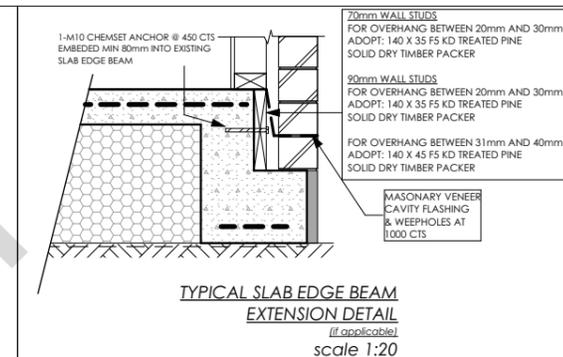
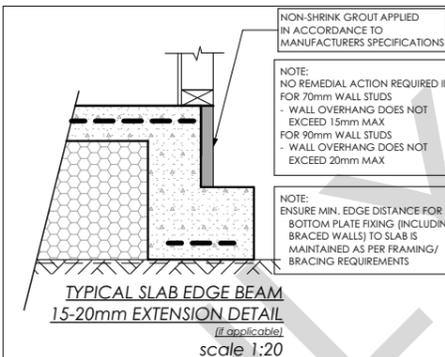
SHOULD ANY CALCARIOUS OR FILL MATERIAL BEEN COUNTERED DURING CONSTRUCTION, STOP WORK & CONTRACT STRUCTURAL ENGINEER IMMEDIATELY

NOTE:
EXTERNAL AND INTERNAL BEAMS WIDER THAN 300mm SHALL BE REINFORCED WITH AN ADDITIONAL N12 BAR TOP & BOTTOM FOR EVERY ADDITIONAL 110mm WIDTH.

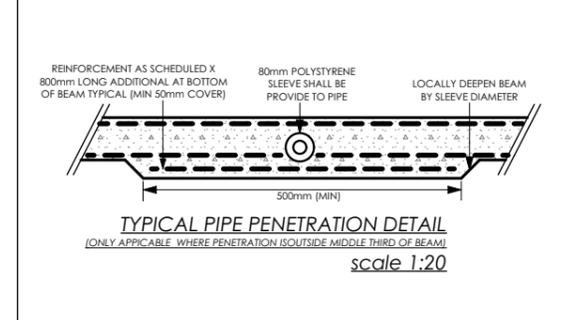
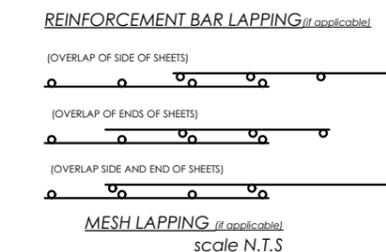
NOTE:
DIMENSION ARE PROVIDED AS A GUIDE ONLY. THE BUILDER/ OR CONTRACTOR MUST REFER TO ARCHITECTS DRAWINGS TO CONFIRM DIMENSIONS.

- NOTES:**
- NO WORK TO PROJECT OVER TITLE BOUNDARY.
 - PROVIDE FULL HEIGHT ARTICULATION JOINTS (A.J.) TO BRICKWORK @ 5000 CTS MAX.
 - PROVIDE FULL HEIGHT ARTICULATION JOINTS (A.J.) TO BRICKWORK AT DIFFERENT FOOTING FOUNDING DEPTH TO BCA REQUIREMENT.
 - ARTICULATION JOINTS (A.J.) TO BE NOT CLOSER THAN THE HEIGHT OF THE WALL AWAY FROM CORNERS.
 - PROVIDE APPROVED TERMITE TREATMENT TO BCA REQUIREMENT (DESIGNED BY OTHERS).
 - FOR ALL OTHER MEMBERS REFER TO AS1684 & ARCHITECTS DOCUMENTS.
 - PROVIDE CAENITE OR SIMILAR.
 - PROVIDE 3-L12TM x 2 m LONG AT ALL RE-ENTRANT CORNERS.
 - BALCONY STEPS DOWN HEIGHT TO ARCHITECTS DRAWING.
 - PROVIDE 65mm MIN. CONCRETE COVER TO ALL STEELWORK BELOW GROUND LEVEL.
 - PROVIDE SL 81 MESH BOTTOM AT ALL THICKENINGS.
 - ALL FOOTINGS TO BE FOUNDED BELOW THE 45' LINE OF INFLUENCE AT THE BASE OF TRENCH OF SEWER/ SERVICE/STORMWATER PIPE.
 - DISTURBANCE OF THE GROUND DUE TO THE REMOVAL OF TREES OR ANY PART OF THE EXISTING STRUCTURE REQUIRES THE CONSTRUCTION TO BE DELAYED UNTIL THE MOISTURE CONDITION ON SITE HAS STABILISED.
 - PROVIDE ADJUSTABLE STUMPS AND ADEQUATE CRAWL SPACE SO THAT RE-LEVELLING CAN TAKE PLACE.
 - IF FLOATERS ARE ENCOUNTERED DURING EXCAVATIONS OF FOOTING/BORED PIERS BUILDER TO CONTACT GEOTECHNICAL ENGINEERS FOR FURTHER RECOMMENDATIONS.
 - TRENCH EXCAVATIONS WILL HAVE TO BE DEEPENED WHERE SOFT SPOTS IN THE GROUND ARE ENCOUNTERED.
 - BACKFILL AROUND PERIMETER FOOTINGS SHOULD BE PROPERLY COMPACTED TO MINIMISE MOISTURE VARIATION.
 - BUILDER TO CONFIRM PRIOR TO THE COMMENCEMENT OF ANY WORKS ON SITE THE SIZE, DEPTH AND LOCATION OF ALL SERVICES/ EASEMENTS TO OUR OFFICE FOR APPROVAL.

- SPECIFIC NOTE:**
- ALL PLUMBING & SERVICES CONDUITS PENETRATING SLAB TO BE FULLY LAGGED SO AS TO ALLOW FOR DIFFERENTIAL MOVEMENT BETWEEN SLAB & PIPES
 - ALL MASONRY WALLS TO BE FULLY ARTICULATED IN STRICT ACCORDANCE WITH THE 'CEMENT & CONCRETE ASSOCIATION NOTE CN9 AND OR TECHNICAL NOTE 61"
 - REFER TO ARCHITECTURAL DRAWINGS FOR ARTICULATION JOINT LOCATIONS
 - REFER TO ARCHITECTURAL DRAWINGS FOR FINISHED FLOOR LEVELS AND SIZE AND EXACT LOCATIONS OF STEPS & SET DOWNS TO SLABS
 - ALL SURFACES ADJACENT TO THE SLAB STRUCTURE TO BE GRADED AWAY TO ENSURE NO SURFACE WATER PONDS
 - AT THIS SITE TREES AND LARGE SHRUBS SHOULD NOT BE PLANTED OR ALLOWED TO EXIST CLOSER TO THE BUILDING THAN 1.00 TIMES THEIR MATURE HEIGHT. THIS DISTANCE MUST BE INCREASED TO 1.50 TIMES THE MATURE HEIGHT WHERE GROUPS OF TREES EXIST.



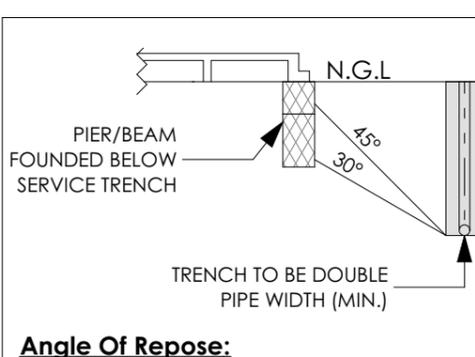
REF BAR	N12	N16	N20	N24
LAP LENGTH	400	600	700	800



(2 LAYERS OF REINFORCEMENT PLACEMENT REQUIRED)

MINIMUM REQUIREMENTS FOR LAGGING

"CLASS SITE"	"M"	"H1"	"H2"	"E"	"P"
LAGGING THICKNESS (mm)	20	20	40	40	40



TYPICAL ANGLE OF REPOSE NOTE (IF REQUIRED):

- BUILDER TO CONFIRM DEPTH OF PIPE INVERT PRIOR TO CONSTRUCTION
- OFFSET TO CENTRELINE OF PIPE TO BE CONFIRMED ON SITE PRIOR TO CONSTRUCTION
- ANGLE OF REPOSE :
30° MAX IN SAND.
45° MAX IN CLAY
60° MAX IN ROCK
- BLINDING CONCRETE TO BE TAKEN THROUGH ANY FILL/LOOSE MATERIAL 100mm BELOW ANGLE OF REPOSE DUE TO SERVICE TRENCH
- DISTANCE TO ANY TRENCH EXCAVATION MUST BE GREATER THAN THE TRENCH DEPTH IN ACCORDANCE WITH CLAUSE 6.3 FROM AS2870-2011

WAFFLE SLAB DETAILS - 1
scale N.T.S

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-Civil & Structural Engineers
-Building Permits -Project Management

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date : 22/07/2020	job no.: 201222
drawn : JW	drawing no. : 201222/S3
checked : RT	
scale : 1:100/A3	sheet no S3 of S17

PROJECT TITLE :
PROPOSED RESIDENTIAL DEVELOPMENT AT:
LOT 1635 CALVERT PLACE
POINT COOK, VIC

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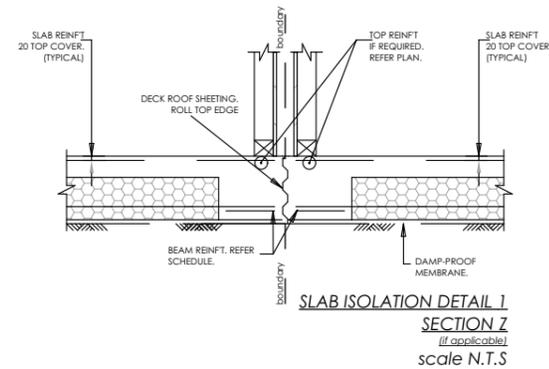
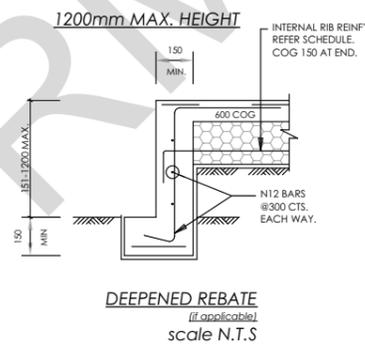
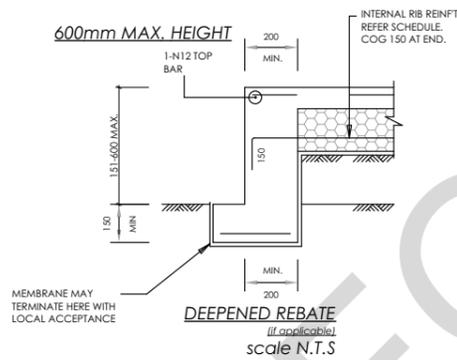
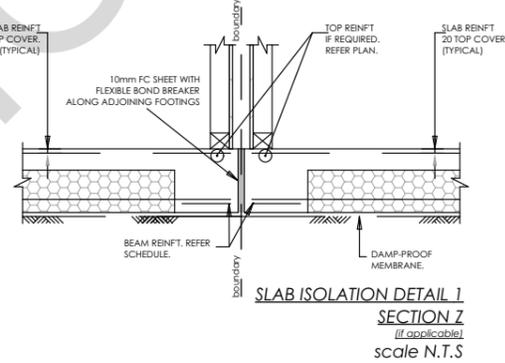
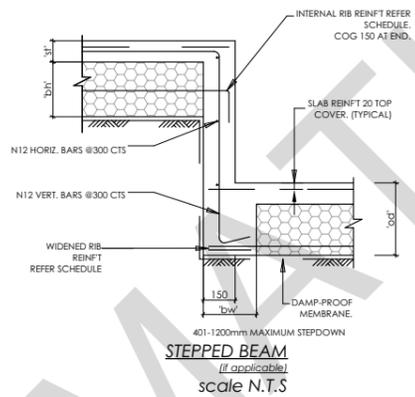
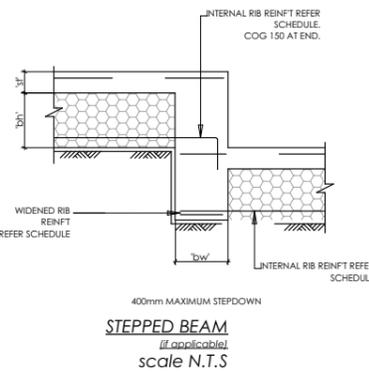
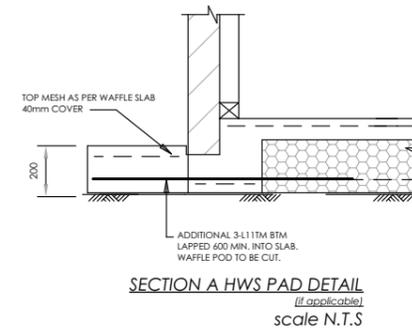
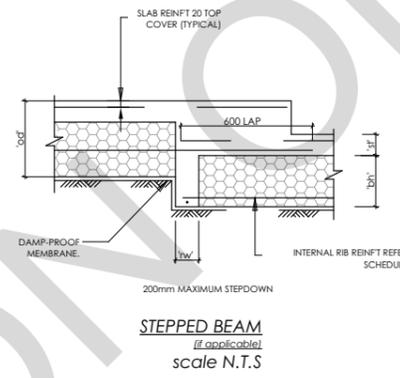
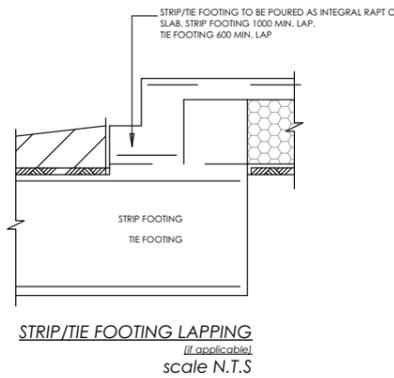
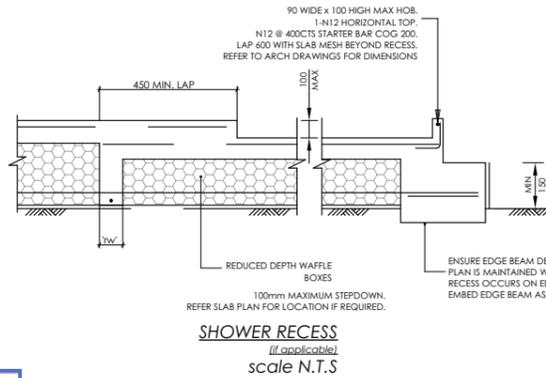
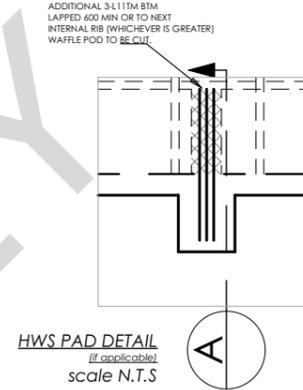
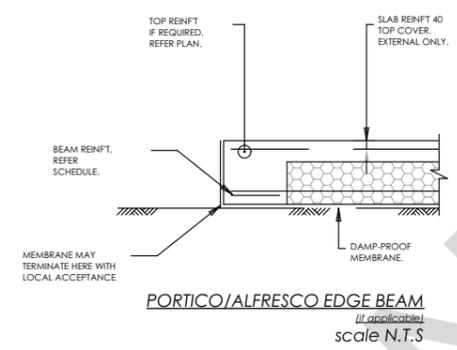
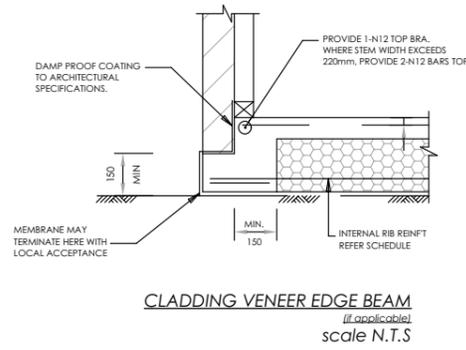
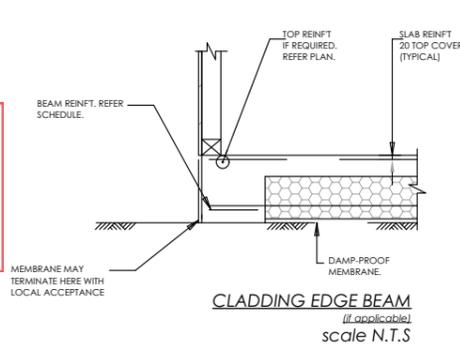
Waffle Slab Details - 1

DOCUMENTATION

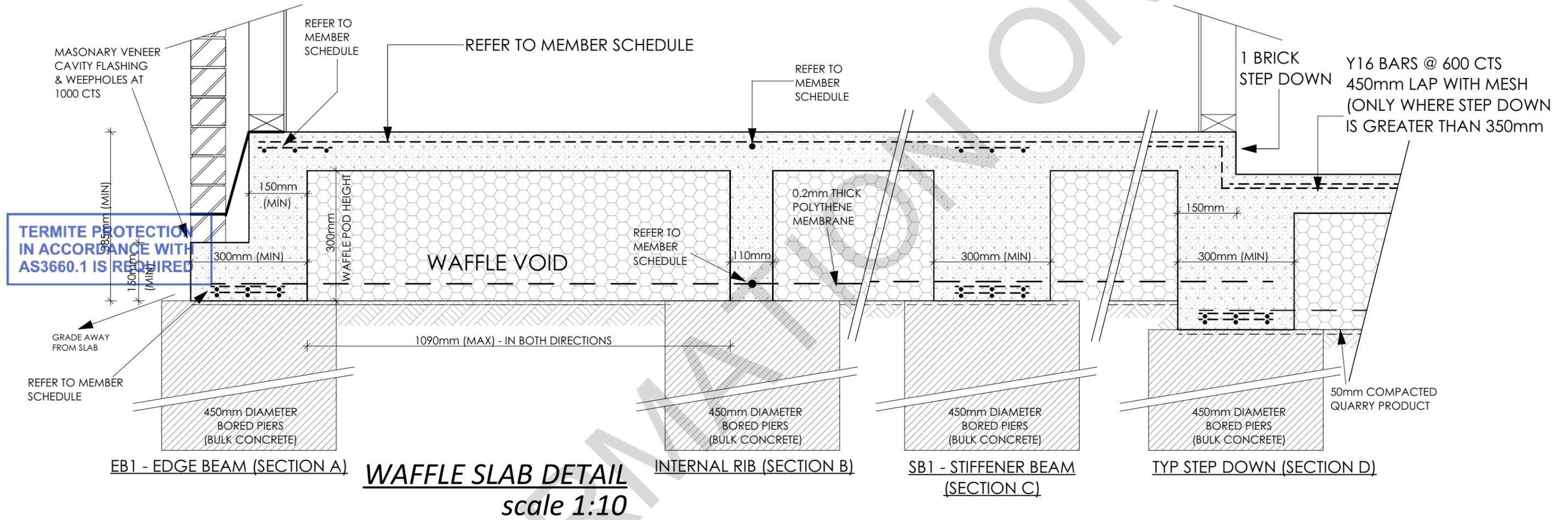
A	22/07/2020	ISSUE FOR CONTRUCTION

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 EMAIL
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 TEL: 9687 0333
 MIN. 24 HOURS NOTICE REQUIRED

TERMITE PROTECTION IN ACCORDANCE WITH AS3660.1 IS REQUIRED



A	22/07/2020	ISSUE FOR CONSTRUCTION



DOCUMENTATION		
A	22/07/2020	ISSUE FOR CONTRUCTION

BUILDING PERMIT
 Building Act 1993 Building Regulations 2018
 PERMIT NUMBER: 8294155801114 DATE ISSUED: 28/08/2020
 ARKI BUILDING SURVEYORS PTY LTD

INSPECTION BOOKING
 EMAIL: inspections@arkibs.com.au
 TEL: 9687 0333
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- NOTES:**
1. ROOF TRUSSES TO BE DESIGNED IN DETAIL BY MANUFACTURER, AND INSTALLED, BRACED AND TIED DOWN TO MANUFACTURER SPECIFICATION AND TO AS 1684 FOR CLASS N2 WIND.
 2. GIRDER TRUSSES LOCATIONS INDICATIVE ONLY. ANY VARIATION FROM LAYOUT PROVIDED TO BE FORWARDED TO ENGINEER OR APPROVAL.
 3. BUILDER TO PROVIDE COPY OF TRUSS LAYOUT PLAN TO THIS OFFICE FOR APPROVAL TWO WEEKS PRIOR TO COMMENCEMENT OF TRUSS FABRICATION.
 4. PROVIDE 2 NO. 90X45 (F17) KD HARDWOOD STUDS BELOW ALL GIRDER TRUSS POINT LOADS.
 5. STRUCTURAL DESIGN IS BASED ON TILED ROOFING.
 6. ALL LAMINATED TIMBER SECTIONS TO BE NAIL LAMINATED TO AS 1684 STANDARDS.
 7. PROVIDE MIN 100mm END BEARING TO ALL BEAMS BEARING ON BRICKWORK / BLOCKWORK U.N.O.
 8. PROVIDE MIN 200mm END BEARING TO ALL TEE LINTELS BEARING ON BRICKWORK / BLOCKWORK U.N.O.
 9. WALL BRACING TO BE IN ACCORDANCE WITH AS1684 STANDARDS. REFER TO WB1 & WB2 WALL BRACE DETAILS FOR ALL WALL BRACE CONSTRUCTION REQUIREMENTS.
 10. MINIMUM LENGTH OF WB2 IS 900mm.U.N.O.
 11. NO WORK TO PROJECT OVER TITLE BOUNDARY.
 12. ALL EXPOSED STEELWORK TO BE HOP DIP GALVANISED TO 650G/M2.
 13. ALL SITE WELDING TO BE PROVIDED WITH 2 COATS OF ZINC RICH PRIMER AND TOPCOAT OF SILVER GLOSS PAINT.
 14. ALL EXPOSED TIMBER MUST BE PAINTED FOR LONG-TERM EXPOSURE TO WEATHER.
 15. FOR ALL OTHER MEMBERS REFER TO AS 1684 & ARCHITECTS DOCUMENTS.

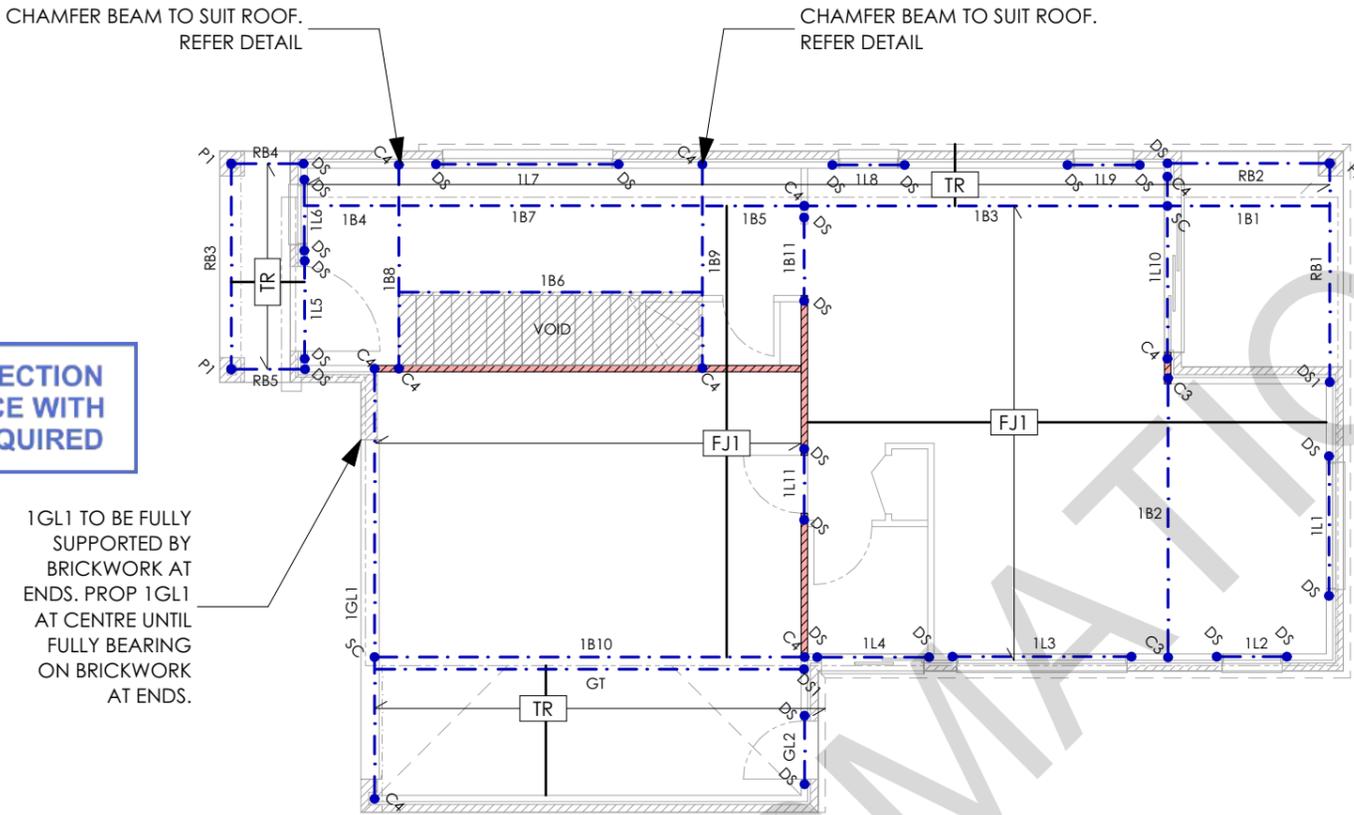
FRAMING NOTE: THE MEMBER SCHEDULE DENOTES MEMBER SIZES NOMINATED, DESIGNED & CERTIFIED BY TALCON ENGINEERS. A MANUFACTURERS FRAMING PLAN WITH ALTERNATIVE MEMBERS MAY BE USED (INCLUDING BEAMS, LINTELS, SUPPORTING ELEMENTS & CONNECTION DETAILS) DESIGNED & CERTIFIED BY OTHERS IN ACCORDANCE WITH THE RELEVANT AUSTRALIAN STANDARDS. TALCON ENGINEERS ARE NOT LIABLE FOR ANY ALTERNATIVE MEMBERS, SUPPORTS OR CONNECTION DETAILS DESIGNED BY OTHERS.

NOTE:
 ROOF TRUSSES TO SIT ON ALL EXTERNAL WALLS 'ONLY'. SHOULD ANY INTERNAL WALLS BE ROOF LOAD BEARING, STOP WORK AND CONTACT THIS OFFICE IMMEDIATELY.

ALL TIMBER FRAMING BRACING AND TIE DOWNS TO BE IN ACCORDANCE WITH AS1684 TIMBER FRAMING CODE

SHOULD ADDITIONAL STRUCTURAL MEMBERS BE REQUIRED, PLEASE CONTACT THIS OFFICE

MEMBER SCHEDULE		
ID	MEMBER	REMARK
1B1	300 x 63 LVL15	
1B2	3/300 x 45 LVL15	
1B3	250 PFC	
1B4	300 x 45 LVL15	
1B5	300 x 45 LVL15	
1B6	300 x 63 LVL15	
1B7	250 PFC	
1B8	250 PFC	REFER CHAMFER DETAIL
1B9	250 PFC	REFER CHAMFER DETAIL
1B10	380 PFC	
1B11	300 x 45 LVL15	
1GL1	380 PFC	+10mm PL TO BTM FLANGE
1L1	240 x 45 LVL15	
1L2	140 x 45 MGP10	
1L3	2/190 x 45 LVL15	
1L4	170 x 45 LVL15	
1L5	190 x 45 MGP10	
1L6	140 x 45 LVL15	
1L7	140 x 45 LVL15	
1L8	140 x 45 MGP10	
1L9	140 x 45 MGP10	
1L10	250 PFC	PORTAL FRAME REFER DETAIL
1L11	140 x 45 MGP10	
GL2	90 x 45 MGP10	
RB1	300 x 63 LVL15	
RB2	300 x 45 LVL15	
RB3	190 x 45 LVL15	
RB4	190 x 45 LVL15	
RB5	190 x 45 LVL15	
TR	TRUSSES BY OTHERS	
FJ1	FLOOR JOISTS TO MANUFACTURERS SPECIFICATIONS	
DS	2/90 x 45 MGP10 TIMBER STUDS	
DS1	2/90 x 45 F17 KDHW TIMBER STUDS	
4S	4/90 x 45 F17 KDHW TIMBER STUDS	
C4	89 x 89 x 6.0 SHS COLUMN	
SC	89 x 89 x 3.5 SHS SHORT COLUMN	
P1	90 x 90 F7 TREATED PINE POST	
P2	115 x 115 F7 TREATED PINE POST	



TERMITE PROTECTION IN ACCORDANCE WITH AS3660.1 IS REQUIRED

FRAMING LEGEND	
	DENOTES SPAN DIRECTION OF TRUSSES/ FLOOR JOISTS
	DENOTES BEAM & SUPPORTING ELEMENT
	DENOTES ROOF AT LOWER LEVEL
	DENOTES INTERNAL LOAD BEARING WALL
	DENOTES VOID

FIRST LEVEL BEAMS LAYOUT PLAN
 scale 1:100

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 -Civil & Structural Engineers
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date : 22/07/2020	job no.: 201222
drawn : JW	drawing no. : 201222/S6
checked : RT	
scale : 1:100/A3	sheet no S6 of S17

PROJECT TITLE :
 PROPOSED RESIDENTIAL DEVELOPMENT AT:
 LOT 1635 CALVERT PLACE
 POINT COOK, VIC
 This drawing is NOT to be used for construction unless stamped by the relevant Building Surveyor and a Building Permit has been issued
 First Level Framing Plan

DOCUMENTATION		
A	22/07/2020	ISSUE FOR CONTRUCTION

BUILDING PERMIT
 Building Act 1993 Building Regulations 2018
 PERMIT NUMBER: 8294155801114 DATE ISSUED: 28/08/2020
 ARKI BUILDING SURVEYORS PTY LTD

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TERMITE PROTECTION IN ACCORDANCE WITH AS3660.1 IS REQUIRED

TIMBER BEAM LINTELS FOR "TILED" ROOFING (MAX ROOF LOAD 3.5m)

Span:	Truss Spacing @ 600mm
0 - 650	Adopt: 90 x 45 MGP10
651 - 1000	120 x 45 MGP10
1001 - 1500	170 x 45 MGP10
1501 - 1800	190 x 45 MGP10
1801 - 2100	190 x 45 LVL15
2101 - 2500	240 x 45 LVL15

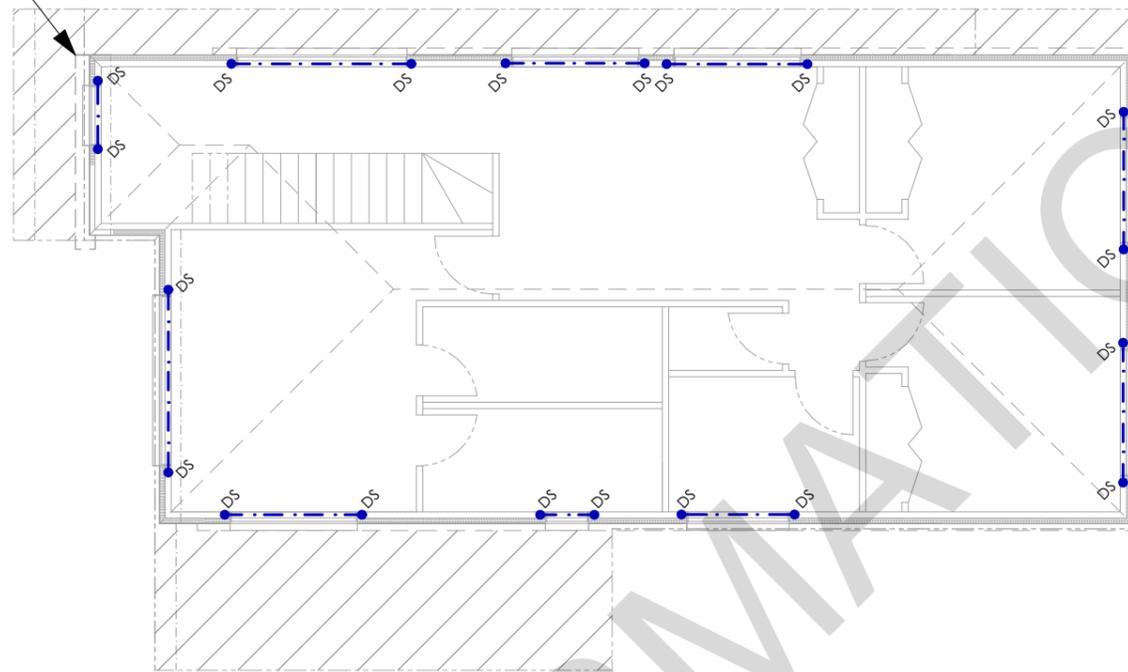
MEMBER SCHEDULE

ID	MEMBER	REMARK
GT	ASSUMED GIRDER TRUSS LOCATION	
DS	2/90 x 45 MGP10 TIMBER STUDS	
C2	2/90 x 45 F17 KDHW TIMBER STUDS	

FRAMING LEGEND

	DENOTES SPAN DIRECTION OF TRUSSES/ FLOOR JOISTS
	DENOTES BEAM & SUPPORTING ELEMENT
	DENOTES ROOF AT LOWER LEVEL
	DENOTES HOOP IRON STRAP BRACING. PROVIDE 30 x 1.0 PRYDA STRAP BRACE TO UNDERSIDE OF FLOOR JOISTS/ TRUSSES AS SPECIFIED. WRAP AROUND TOP PLATES USING 5/3.15 NAILS PER STRAP AT EACH END. FIX TO FLOOR JOIST/ RAFTER AT INTERSECTION USING 2/3.15 NAILS.
	DENOTES INTERNAL LOAD BEARING WALL

SUNHOOD/ SHROUD BY OTHERS. IF ADDITIONAL MEMBERS ARE REQUIRED, CONTACT THIS OFFICE.



FRAMING NOTE: THE MEMBER SCHEDULE DENOTES MEMBER SIZES NOMINATED, DESIGNED & CERTIFIED BY TALCON ENGINEERS. A MANUFACTURERS FRAMING PLAN WITH ALTERNATIVE MEMBERS MAY BE USED (INCLUDING BEAMS, LINTELS, SUPPORTING ELEMENTS & CONNECTION DETAILS) DESIGNED & CERTIFIED BY OTHERS IN ACCORDANCE WITH THE RELEVANT AUSTRALIAN STANDARDS. TALCON ENGINEERS ARE NOT LIABLE FOR ANY ALTERNATIVE MEMBERS, SUPPORTS OR CONNECTION DETAILS DESIGNED BY OTHERS.

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NOTE:
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ALL TIMBER FRAMING BRACING AND TIE DOWNS TO BE IN ACCORDANCE WITH AS1684 TIMBER FRAMING CODE
 SHOULD ADDITIONAL STRUCTURAL MEMBERS BE REQUIRED, PLEASE CONTACT THIS OFFICE

ROOF LEVEL BEAMS LAYOUT PLAN
 scale 1:100

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date : 22/07/2020

job no.: 201222

drawn : JW

drawing no. : 201222/S7

checked : RT

scale : 1:100/A3

sheet no S7 of S17

PROJECT TITLE :

PROPOSED RESIDENTIAL DEVELOPMENT AT:

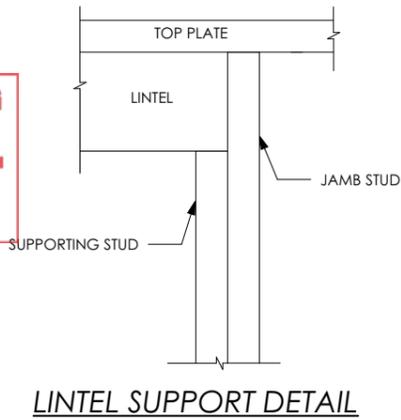
LOT 1635 CALVERT PLACE
 POINT COOK, VIC
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Roof Level Framing Plan

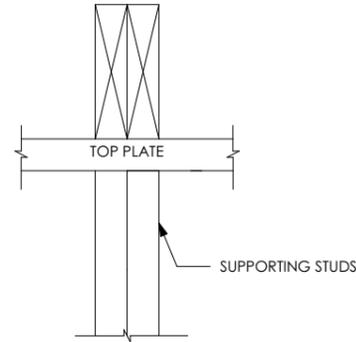
DOCUMENTATION

REV	DATE	DESCRIPTION
A	22/07/2020	ISSUE FOR CONSTRUCTION

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LINTEL SUPPORT DETAIL



BEAM SUPPORT DETAIL

WALL FRAMING SCHEDULE U.N.O.		
[ALL STUDS ASSUMED UN-NOTCHED MAX. 3000mm WALL HEIGHT]		
FIRST FLOOR	COMMON STUDS	90 x 35 MGP10 @ 600CTS WITH 1 ROW OF NOGGINS MID-HEIGHT OF STUD
	TOP PLATE	45 x 90 MGP10
	BOTTOM PLATE	45 x 90 MGP10
GROUND FLOOR	COMMON STUDS	90 x 45 MGP10 @ 450CTS WITH 1 ROW OF NOGGINS MID-HEIGHT OF STUD
	TOP PLATE	2/45 x 90 MGP10
	BOTTOM PLATE	35 x 90 MGP10

STEEL BEAM LINTELS FOR BRICKWORK									
Clear Span of Openings (mm)									
Brickwork:	1000	1200	1500	1800	2100	2400	2700	3000	3600
500	75x75x6	75x75x6	75x100x6	75x100x6	75x100x6	100x100x6	100x100x6	100x100x6	150x90x8
1000	75x75x6	75x100x6	75x100x6	75x100x6	100x100x6	100x100x6	100x100x6	150x90x8	150x90x8
1500	75x100x6	75x100x6	75x100x6	100x100x6	100x100x6	100x100x6	150x90x8	150x90x8	-
2000	75x100x6	75x100x6	100x100x6	100x100x6	100x100x6	150x90x8	150x90x8	150x90x8	-
2500	75x100x6	75x100x6	100x100x6	100x100x6	100x100x6	150x90x8	150x90x8	150x100x10	-
3000	75x100x6	75x100x6	100x100x6	100x100x6	100x100x6	150x90x8	150x100x8	150x100x12	-
3500	125x75x10	125x75x10	125x75x10	125x75x10	125x75x10	150x100x12	150x100x12	150x100x12	-

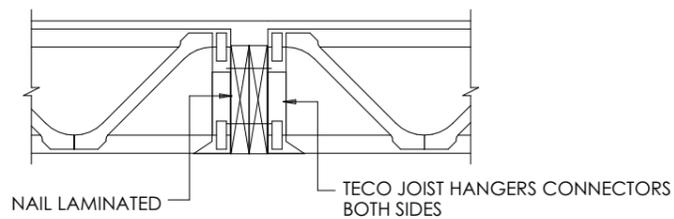
NOTE:
 1. LINTEL TO SUPPORT SELFWEIGHT OF BRICKWORK ONLY.
 2. FIRST DIMENSION CORRESPONDS TO THE VERTICAL LINTEL LEG, e.g 75x100x100x6 LINTEL -- 75mm LEG VERTICAL
 3. FOR HIGHER LOAD CONDITIONS (e.g POINT & ROOF LOADS) SEEK THE ADVICE OF A DESIGN PROFESSIONAL.
 4. PROVIDE MINIMUM 100mm END BEARING TO LINTELS SPANING < 1m AND 150mm END BEARING FOR LINTELS SPANING > 1m U.N.O.

		DS	DS1/C2	C3	4S	5S
		2/90 x 45 MGP10	2/90 x 45 F17 KDHW OR 2/90 x 45 LVL 15	3/90 x 45 F17 KDHW OR 3/90 x 45 LVL 15	4/90 x 45 F17 KDHW OR 4/90 x 45 LVL 15	5/90 x 45 F17 KDHW OR 5/90 x 45 LVL 15
LINTEL	NO. OF BEARING STUDS	1	1	1	2	2
	NO. OF JAMB STUDS	1	1	2	2	3
	NO. OF BEARING STUDS	2	2	3	4	5

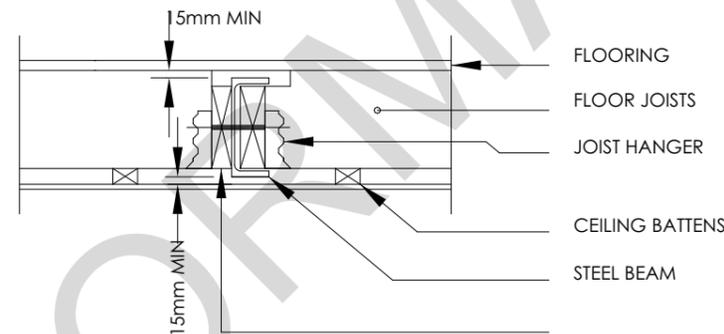
**TERMITE PROTECTION
 IN ACCORDANCE WITH
 AS3660.1 IS REQUIRED**

TIMBER STUDS SCHEDULE

TIMBER BEAM LINTELS FOR "TILED" ROOFING (MAX ROOF LOAD 5m)			
Span:	Truss Spacing @ 600mm F17 (KDHW)	Truss Spacing @ 600mm LVL15	Truss Spacing @ 600mm MGP10
	Adopt:	Adopt:	Adopt:
1000 - 1500	140 x 45 F17 Seasoned	140 x 42 LVL 15	170 x 45 MGP10
1501 - 1800	190 x 45 F17 Seasoned	190 x 42 LVL 15	240 x 45 MGP10
1801 - 2100	240 x 45 F17 Seasoned	220 x 42 LVL 15	240 x 45 MGP10
2101 - 2500	240 x 45 F17 Seasoned	240 x 42 LVL 15	290 x 45 MGP10
2501 - 3000	290 x 45 F17 Seasoned	290 x 42 LVL 15	2/290 x 45 MGP10
3001 - 3400	2/290 x 45 F17 Seasoned	300 x 75 LVL 15	N/A
3401 - 3800	2/290 x 45 F17 Seasoned	2/300 x 42 LVL15	N/A



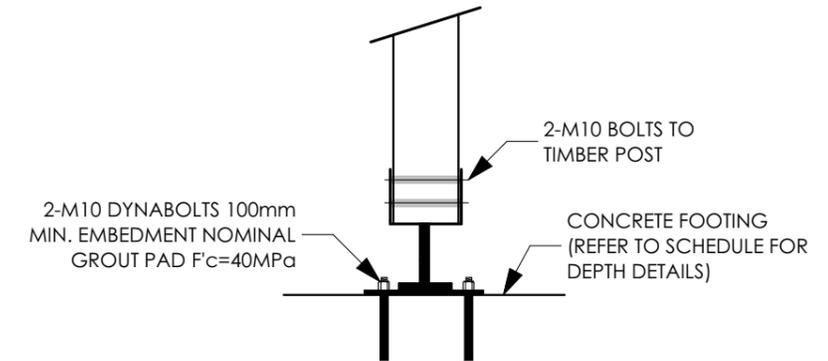
TYPICAL POSISTRUTS TO TIMBER BEAM



FLOOR JOIST CONNECTION DETAIL

FLOORING
 FLOOR JOISTS
 JOIST HANGER
 CEILING BATTENS
 STEEL BEAM

TIMBER NAILING PLATE PROVIDE M12 BOLTS @ 1000 CTS

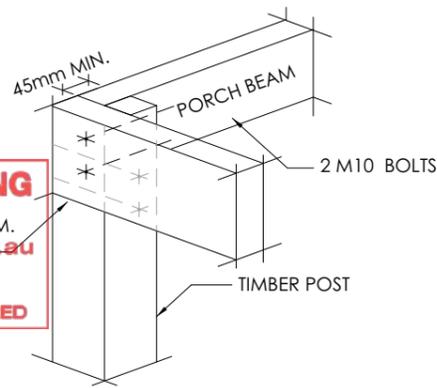


TYPICAL CONNECTION OF TIMBER POST STIRRUP TO FOOTING
 scale 1:10

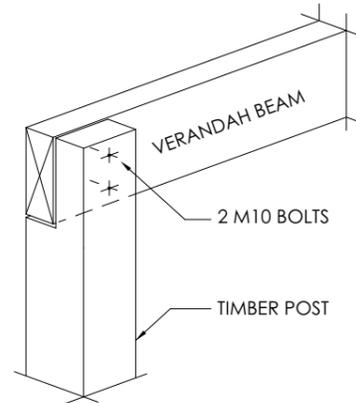
NO.	DATE	DESCRIPTION
A	22/07/2020	ISSUE FOR CONSTRUCTION

BUILDING PERMIT
 Building Act 1993 Building Regulations 2018
 PERMIT NUMBER: 8294155801114 DATE ISSUED: 28/08/2020
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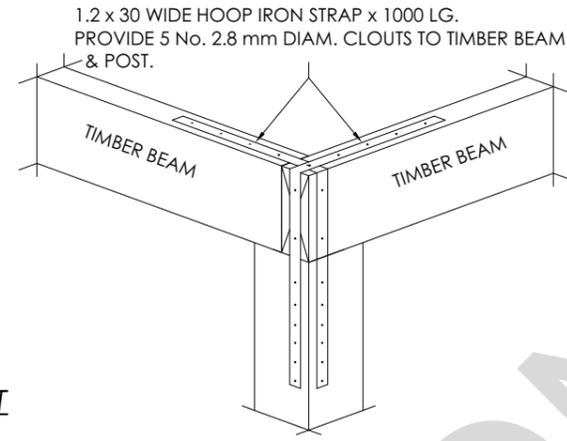
INSPECTION BOOKING
 2 M10 BOLTS TO EACH BEAM.
 STAGGER BOLTS TO EACH BEAM.
 NOTCH POSTS AS REQUIRED
 TEL: 9687 0333
 MIN. 24 HOURS NOTICE REQUIRED



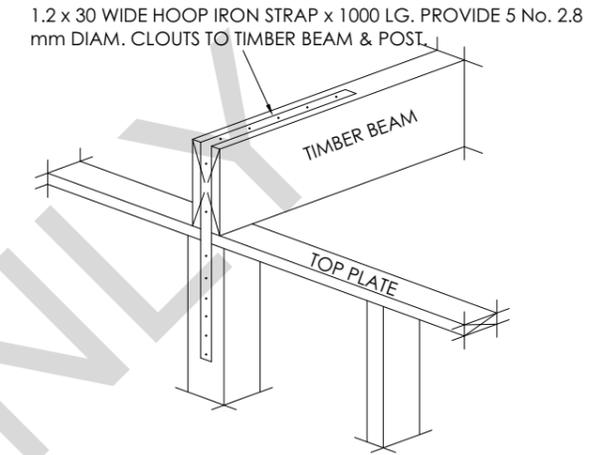
TIMBER BEAM TO TIMBER POST BOLTED CONNECTION DETAIL



VERANDAH BEAM TO TIMBER POST CONNECTION DETAIL

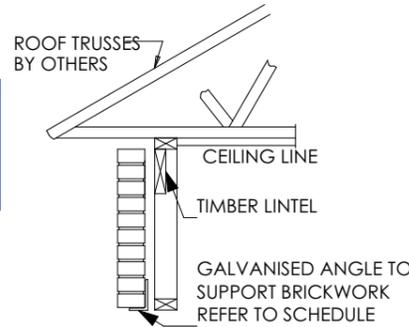


TIMBER BEAM TO EXTERNAL TIMBER POST CONNECTION DETAIL

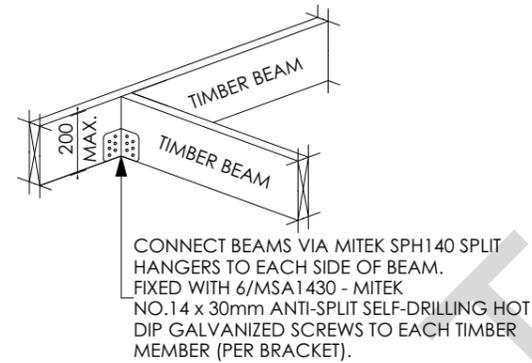


TIMBER BEAM TO TIMBER POST CONNECTION DETAIL

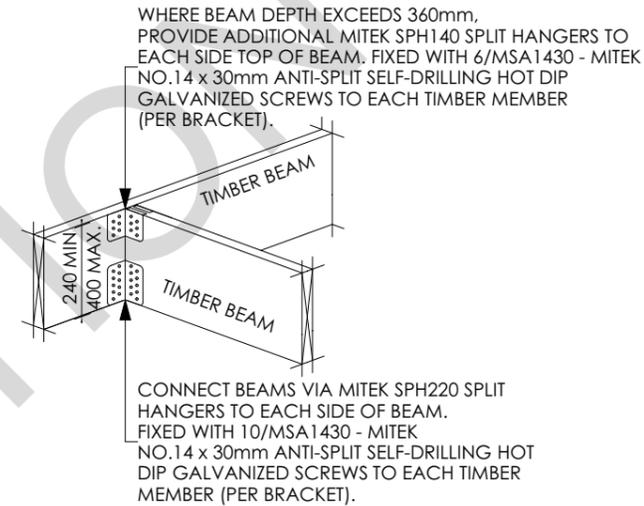
TERMITE PROTECTION IN ACCORDANCE WITH AS3660.1 IS REQUIRED



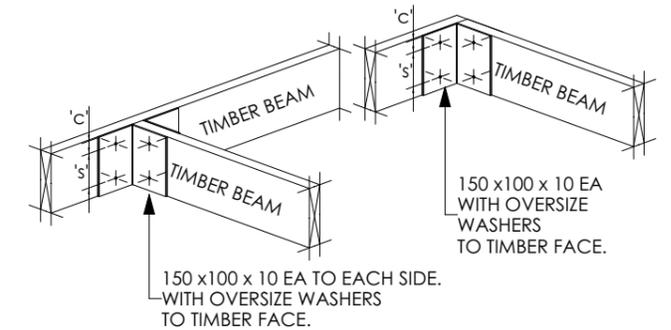
TYPICAL TIMBER LINTEL DETAIL



TIMBER BEAM TO TIMBER BEAM SPLIT HANGER CONNECTION DETAIL (200mm MAX TIMBER DEPTH)



TIMBER BEAM TO TIMBER BEAM SPLIT HANGER CONNECTION DETAIL (240mm MIN - 400mm MAX TIMBER DEPTH)



TIMBER BEAM TO TIMBER BEAM STEEL ANGLE CONNECTION DETAIL

Timber Beam Bolt Schedule				
Beam Depth	Bolt Size	No. Bolts	'c' cover	's' spacing
≥290	16	3	50	80
240-289	16	2	80	80
190	16	2	50	80
140	16	2	40	60



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 Email: info@talcon.com.au

date : 22/07/2020

job no.: 201222

drawn : JW

drawing no. : 201222/S9

checked : RT

scale : 1:100/A3

sheet no S9 of S17

PROJECT TITLE :

PROPOSED RESIDENTIAL DEVELOPMENT AT:

LOT 1635 CALVERT PLACE
 POINT COOK, VIC

Timber Framing Details

This drawing is NOT to be used for construction unless stamped by the relevant Building Surveyor and a Building Permit has been issued

DOCUMENTATION

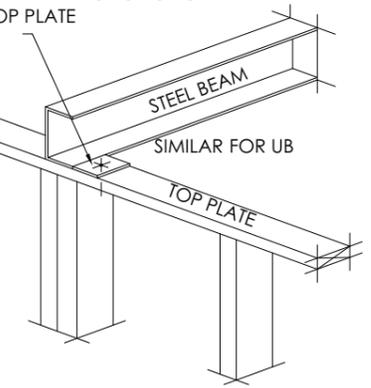
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BUILDING PERMIT
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PROVIDE A 6 CLEAT PL WELDED TO TOE OF CHANNEL. 1 M10 BOLT THROUGH TOP PLATE

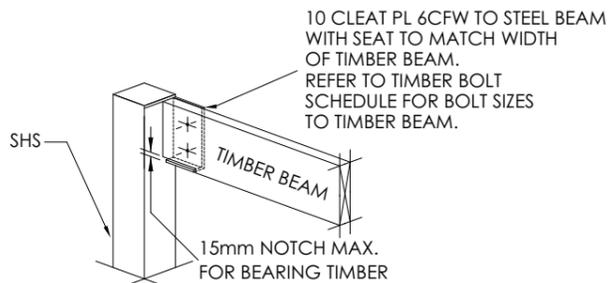
STEEL BEAM TO TIMBER POST CONNECTION DETAIL



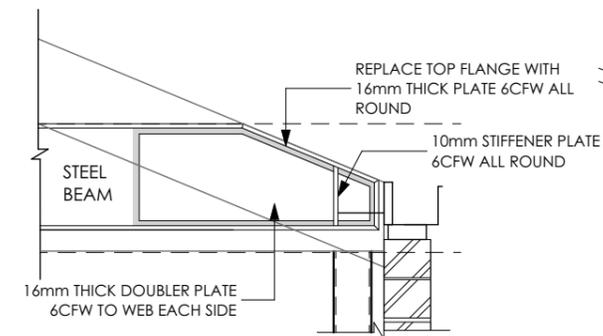
BUILDER TO ENSURE 15mm CLEAR DISTANCE BETWEEN TOP & BOTTOM OF STEEL BEAM AND FLOORING / PLASTER.

TERMITE PROTECTION IN ACCORDANCE WITH AS3660.1 IS REQUIRED

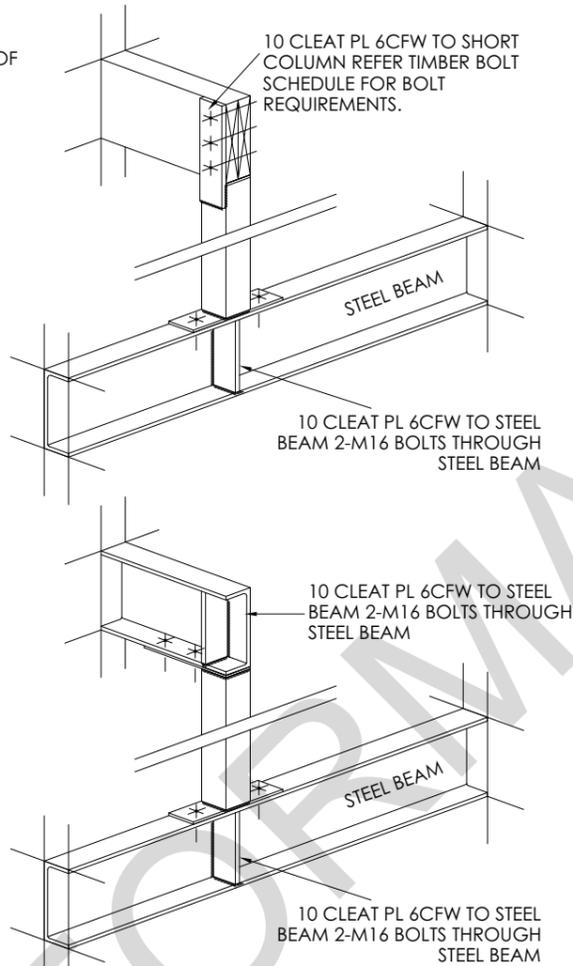
TIMBER BEAM TO STEEL BEAM CONNECTION DETAIL



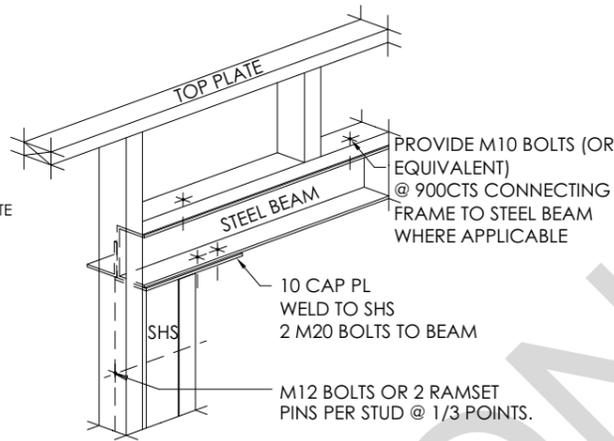
TIMBER BEAM TO SHS CONNECTION DETAIL



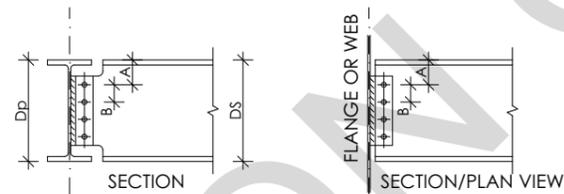
STEEL BEAM CHAMFER DETAIL



STEEL BEAM - SHORT COLUMN CONNECTION DETAIL



TYPICAL STEEL BEAM CONNECTION DETAIL

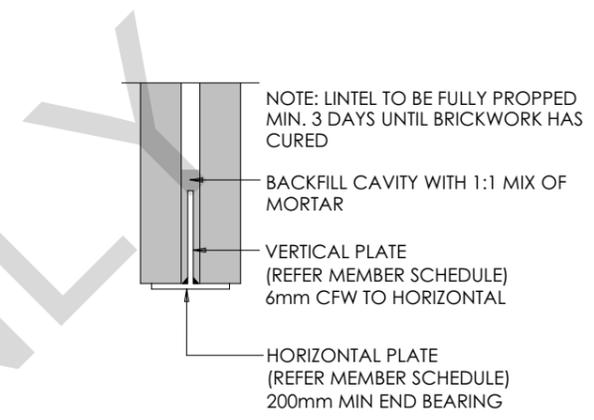


A = 100 TYPICAL
 75 FOR STEEL SECTION < 250 DEEP
 50 FOR STEEL SECTION < 180 DEEP
 B = 70 FOR M20 BOLTS
 90 FOR M24 BOLTS
 50 FOR STEEL SECTION < 180 DEEP

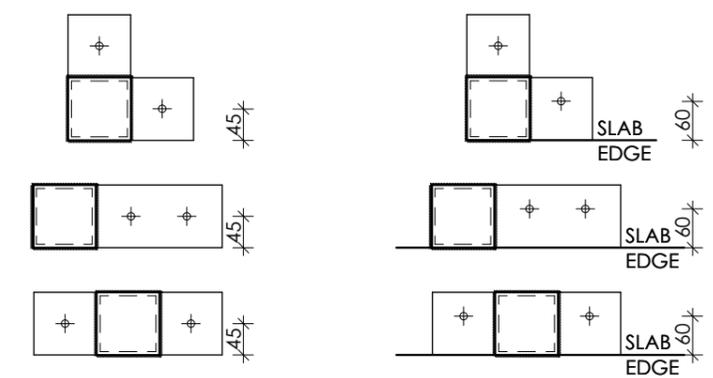
BEAM SIZE	SIDE PLATE	WELD	BOLTS (8.8/S)
610 UB	90 x 10	6 CFW	7M20
530 UB	90 x 10	6 CFW	6M20
460 UB	90 x 10	6 CFW	5M20
410 UB	90 x 10	6 CFW	4M20
360 UB	90 x 10	6 CFW	3M20
310 UB	90 x 10	6 CFW	3M20
250 UB	90 x 10	6 CFW	2M20
200 UB	90 x 10	6 CFW	2M20
180/150 UB	90 x 10	6 CFW	2M20
380 PFC	90 x 10	6 CFW	4M20
300 PFC	90 x 10	6 CFW	3M20
250 PFC	90 x 10	6 CFW	2M20
230 PFC	90 x 10	6 CFW	2M20
200 PFC	90 x 10	6 CFW	2M20
180/150 PFC	90 x 10	6 CFW	2M20

BOLT SCHEDULE - STEEL BEAMS

NOTES:
 1. ALL DETAILS, GAUGE LINES, ETC. WHERE NOT SPECIFICALLY SHOWN SHALL BE IN ACCORDANCE WITH AISC DESIGN CAPACITY TABLES FOR STRUCTURAL STEEL AND AISC STANDARDIZED STRUCTURAL CONNECTIONS.
 2. UNLESS OTHERWISE NOTED, ALL WELDS TO BE 6mm CONTINUOUS FILLETS, LAID DOWN WITH APPROVED COVERED ELECTRODES. ALL WELDS SHALL BE CATEGORY SP. WELDS SHALL CONFORM TO AS/NZS 1554 AND ELECTRODES TO AS/NZS 1553. WEB SIDE PLATES TO BE 10mm THICK. PROVIDE A MINIMUM OF TWO BOLTS PER CONNECTION.
 3. ABOVE DETAILS ARE NOT APPLICABLE IF SUPPORTING BEAM (Dp) IS SHALLOWER THAN BEAM BEING SUPPORTED (Ds)

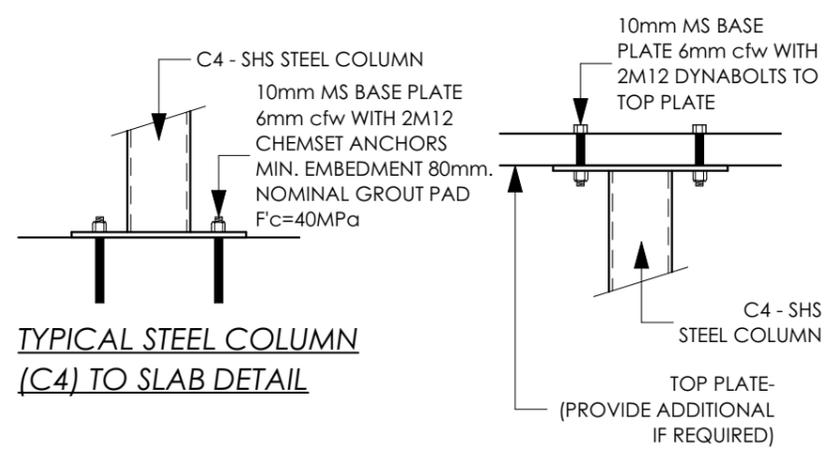


TYPICAL 'T' LINTEL DETAIL



INTERNAL BASE PLATE

SLAB EDGE BASE PLATE



TYPICAL STEEL COLUMN (C4) TO SLAB DETAIL

TYPICAL STEEL COLUMN (C4) TO TOP PLATE DETAIL

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 Email: info@talcon.com.au

date : 22/07/2020	job no.: 201222
drawn : JW	drawing no. : 201222/S10
checked : RT	
scale : 1:100/A3	sheet no S10 of S17

PROJECT TITLE :
 PROPOSED RESIDENTIAL DEVELOPMENT AT:
 LOT 1635 CALVERT PLACE
 POINT COOK, VIC
 Steel Framing Details

DOCUMENTATION		
A	22/07/2020	ISSUE FOR CONSTRUCTION

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BUILDING PERMIT
 Building Act 1993 Building Regulations 2018
 PERMIT NUMBER: 8294155801114 DATE ISSUED: 28/08/2020
 ARKI BUILDING SURVEYORS PTY LTD

INSPECTION BOOKING
 EMAIL
 inspections@arkibs.com.au
 TEL: 9687 0333
 MIN. 24 HOURS NOTICE REQUIRED

**TERMITE PROTECTION
 IN ACCORDANCE WITH
 AS3660.1 IS REQUIRED**

BRACING LEGEND

- SB1** 1.5 kN/m CAPACITY DOUBLE TENSIONED METAL STRAP BRACING
- SB2** 3.0 kN/m CAPACITY DOUBLE TENSIONED METAL STRAP BRACING
- PB1** 3.4 kN/m CAPACITY PLYWOOD OR OS BRACING
- PB2** 6.0 kN/m CAPACITY PLYWOOD OR OS BRACING
- PBO** PLY BRACE OVER/ AROUND OPENING
- SW** 2.2 kN/m CAPACITY SHORT WALL PLY BRACING

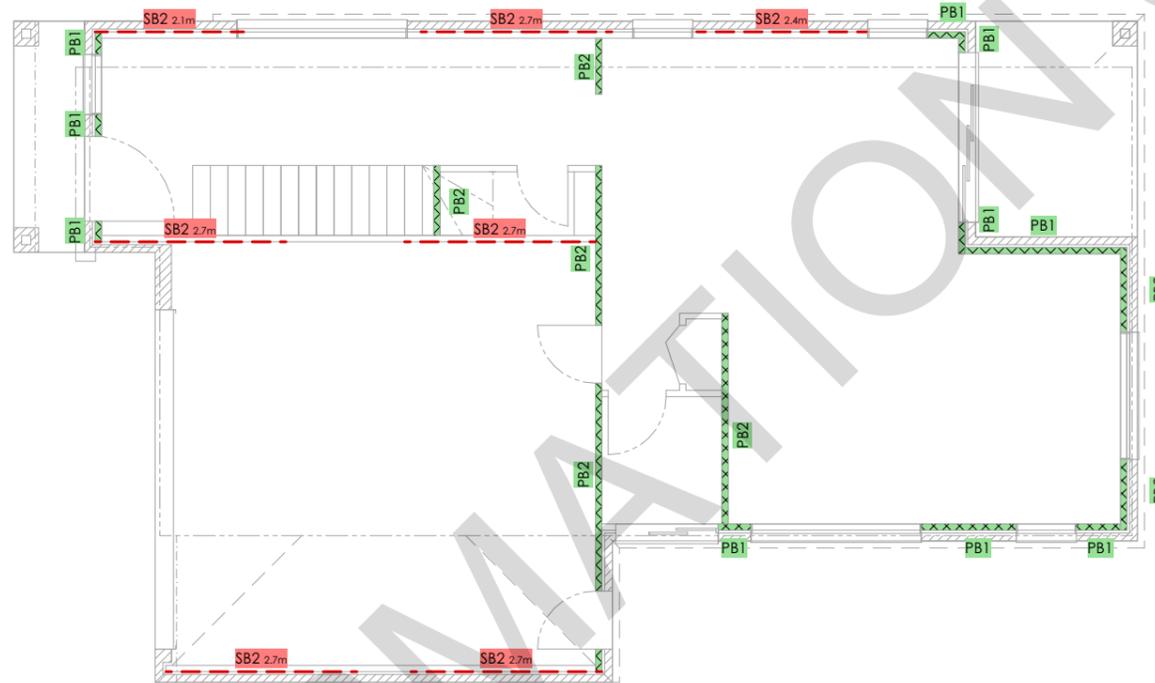
Note: "N2" WIND CLASS SITE

BRACING NOTES

WHERE NO DIMENSION IS SPECIFIED, PLY/ SHORT WALL BRACE IS TO EXTEND ENTIRE LENGTH OF WALL.

ALL WALL BRACING TO BE INSTALLED TO EXTERNAL FACE OF STUD WALLS WHERE POSSIBLE.

A BRACING PLAN BY TRUSS MANUFACTURER CAN BE ADOPTED IN LIEU OF THIS IF REQUIRED BY THE BUILDER.



GROUND LEVEL BRACING LAYOUT PLAN
 scale 1:10



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date : 22/07/2020

job no.: 201222

drawn : JW

drawing no. :
201222/S11

checked : RT

scale : 1:100/A3

sheet no S11 of S17

PROJECT TITLE :

PROPOSED RESIDENTIAL DEVELOPMENT AT:

LOT 1635 CALVERT PLACE
 POINT COOK, VIC

Ground Level Bracing Plan

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**TERMITE PROTECTION
 IN ACCORDANCE WITH
 AS3660.1 IS REQUIRED**

BRACING LEGEND

- SB1** 1.5 kN/m CAPACITY DOUBLE TENSIONED METAL STRAP BRACING
- SB2** 3.0 kN/m CAPACITY DOUBLE TENSIONED METAL STRAP BRACING
- PB1** 3.4 kN/m CAPACITY PLYWOOD OR OS BRACING
- PB2** 6.0 kN/m CAPACITY PLYWOOD OR OS BRACING
- SW** 2.2 kN/m CAPACITY SHORT WALL PLY BRACING

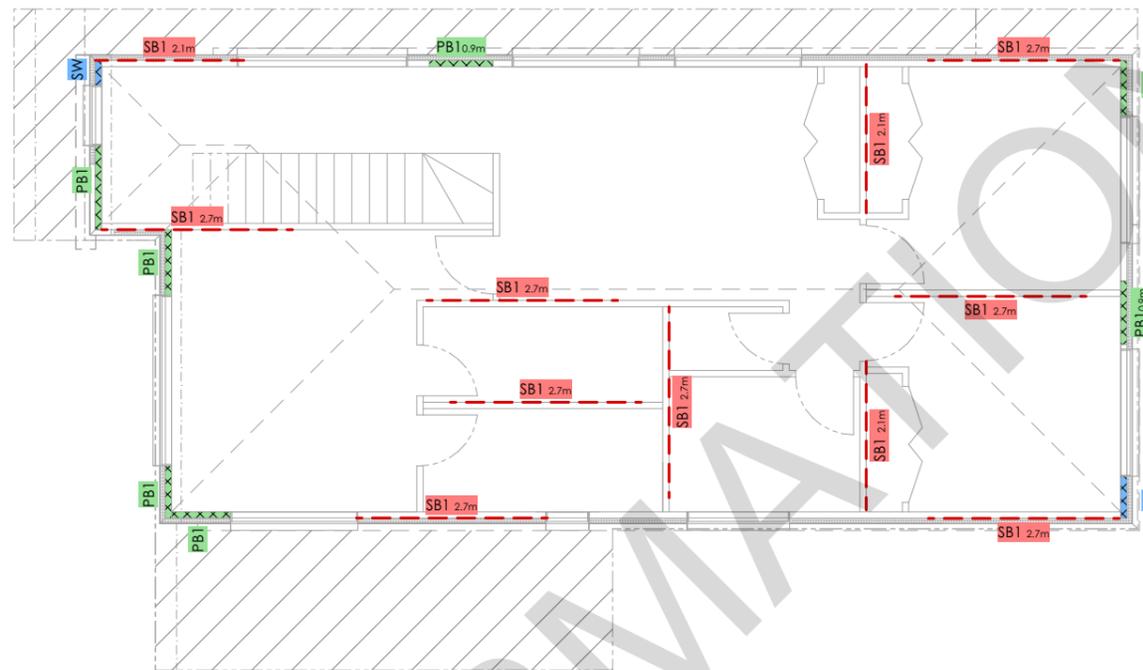
Note: "N2" WIND CLASS SITE

BRACING NOTES

WHERE NO DIMENSION IS SPECIFIED,
 PLY/ SHORT WALL BRACE IS TO EXTEND
 ENTIRE LENGTH OF WALL.

ALL WALL BRACING TO BE INSTALLED TO
 EXTERNAL FACE OF STUD WALLS WHERE
 POSSIBLE.

A BRACING PLAN BY TRUSS MANUFACTURER
 CAN BE ADOPTED IN LIEU OF THIS IF
 REQUIRED BY THE BUILDER.



FIRST LEVEL BRACING LAYOUT PLAN
 scale 1:100



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date : 22/07/2020

job no.: 201222

drawn : JW

drawing no. :
 201222/S12

checked : RT

scale : 1:100/A3

sheet no S12 of S17

PROJECT TITLE :

PROPOSED RESIDENTIAL DEVELOPMENT AT:

LOT 1635 CALVERT PLACE
 POINT COOK, VIC

First Level Bracing Plan

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DOCUMENTATION

A	22/07/2020	ISSUE FOR CONTRUCTION	

BUILDING PERMIT

Building Act 1993 Building Regulations 2018
 PERMIT NUMBER: DATE ISSUED:
 829 BRACING NOTES 2020

1. THE MAXIMUM DISTANCE BETWEEN BRACED WALLS AT RIGHT ANGLES TO THE BUILDING LENGTH OR WIDTH SHALL NOT EXCEED 9m FOR WIND CLASSIFICATION UP TO N2

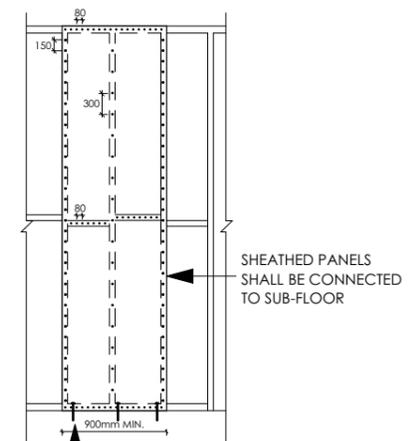
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2. BRACING SHALL INITIALLY BE PLACED AT EXTERNAL WALLS AND WHERE POSSIBLE AT THE CORNERS OF THE BUILDING. REMAINING BRACING SHALL THEN BE EVENLY DISTRIBUTED THROUGHOUT INTERNAL WALLS

3. MINIMUM LENGTH OF PLYWOOD BRACING IS 900mm WITH 2mm MIN. EXPANSION GAP AROUND ALL PANELS

4. ALL TIMBER FRAMING BRACING AND TIE DOWNS TO BE IN ACCORDANCE WITH AS1684 TIMBER FRAMING CODE

PLYWOOD OR HYNES OS' BRACING DETAIL
 (CAPACITY: 3.4kN/m)
 DENOTED AS PB1 ON PLAN



END FIXINGS
 FIX BTM. PLATE TO SLAB WITH ONE 75mm HAND DRIVEN MASONRY NAIL OR FIX TO BOTTOM PLATE WITH NOMINAL FIXING AT EACH END OF PANEL.

STRESS GRADE	STUD SPACING (mm)	
	450	600
FB	7	9
F11	6	7
F14	4	6
F27	4	4.5

FASTENER SPACING:
 80mm TOP & BTM. PLATES 150mm VERTICAL EDGES 300mm INTERMEDIATE STUDS FASTENERS SHALL BE 30 x 2.8mm D. GALVANISED FLAT-HEAD NAILS OR EQUIVALENT

SCALE: N.T.S

BRACING NOTES

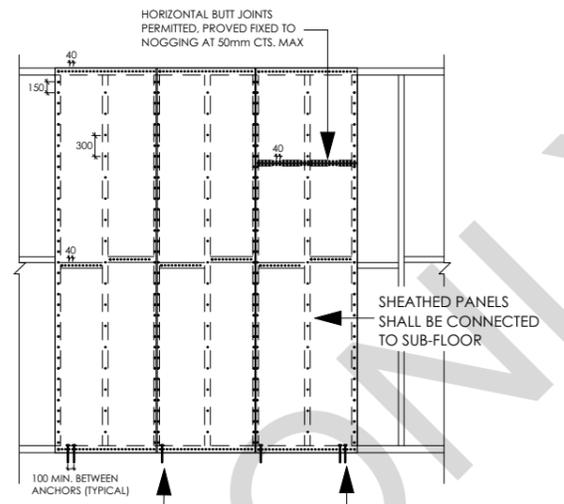
1. THE MAXIMUM DISTANCE BETWEEN BRACED WALLS AT RIGHT ANGLES TO THE BUILDING LENGTH OR WIDTH SHALL NOT EXCEED 9m FOR WIND CLASSIFICATION UP TO N2

2. BRACING SHALL INITIALLY BE PLACED AT EXTERNAL WALLS AND WHERE POSSIBLE AT THE CORNERS OF THE BUILDING. REMAINING BRACING SHALL THEN BE EVENLY DISTRIBUTED THROUGHOUT INTERNAL WALLS

3. MINIMUM LENGTH OF PLYWOOD BRACING IS 900mm WITH 2mm MIN. EXPANSION GAP AROUND ALL PANELS

4. ALL TIMBER FRAMING BRACING AND TIE DOWNS TO BE IN ACCORDANCE WITH AS1684 TIMBER FRAMING CODE

PLYWOOD OR HYNES OS' BRACING DETAIL
 (CAPACITY: 6.0kN/m)
 DENOTED AS PB2 ON PLAN

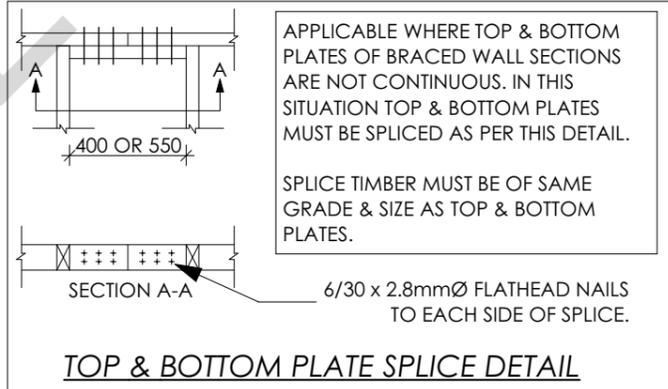


INTERMEDIATE FIXINGS
 FIX BTM. PLATE TO FLOOR FRAME OR SLAB WITH NOMINAL FIXING ONLY.

STRESS GRADE	STUD SPACING (mm)	
	450	600
FB	7	9
F11	6	7
F14	4	6
F27	4	4.5

FASTENER SPACING:
 40mm TOP & BTM. PLATES 150mm VERTICAL EDGES 300mm INTERMEDIATE STUDS FASTENERS SHALL BE 30 x 2.8mm D. GALVANISED FLAT-HEAD NAILS OR EQUIVALENT

SCALE: N.T.S



TERMITE PROTECTION IN ACCORDANCE WITH AS3660.1 IS REQUIRED

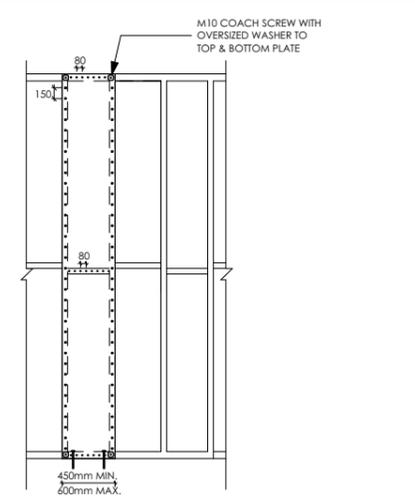
1. THE MAXIMUM DISTANCE BETWEEN BRACED WALLS AT RIGHT ANGLES TO THE BUILDING LENGTH OR WIDTH SHALL NOT EXCEED 9m FOR WIND CLASSIFICATION UP TO N2

2. BRACING SHALL INITIALLY BE PLACED AT EXTERNAL WALLS AND WHERE POSSIBLE AT THE CORNERS OF THE BUILDING. REMAINING BRACING SHALL THEN BE EVENLY DISTRIBUTED THROUGHOUT INTERNAL WALLS

3. MINIMUM LENGTH OF PLYWOOD BRACING IS 900mm WITH 2mm MIN. EXPANSION GAP AROUND ALL PANELS

4. ALL TIMBER FRAMING BRACING AND TIE DOWNS TO BE IN ACCORDANCE WITH AS1684 TIMBER FRAMING CODE

SHORT WALL BRACING DETAIL
 (CAPACITY: 2.2kN/m)
 DENOTED AS SW1 ON PLAN

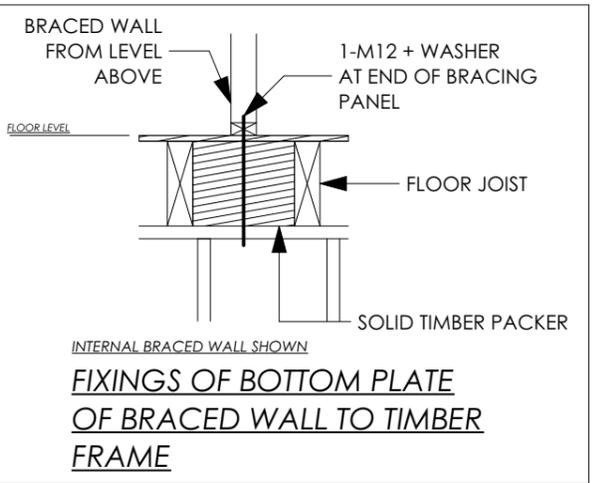
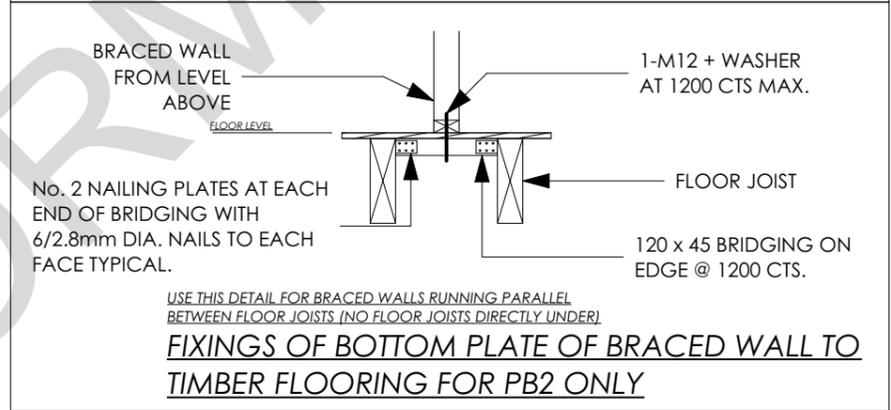
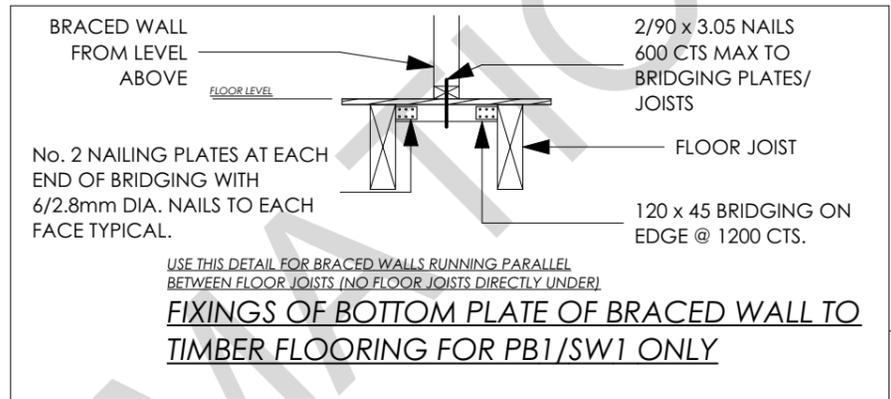


END FIXINGS
 FIX BTM. PLATE TO SLAB WITH ONE 75mm HAND DRIVEN MASONRY NAIL OR FIX TO BOTTOM PLATE WITH NOMINAL FIXING AT EACH END OF PANEL.

STRESS GRADE	STUD SPACING (mm)	
	450	600
FB	7	9
F11	6	7
F14	4	6
F27	4	4.5

FASTENER SPACING:
 80mm TOP & BTM. PLATES 150mm VERTICAL EDGES 300mm INTERMEDIATE STUDS FASTENERS SHALL BE 30 x 2.8mm D. GALVANISED FLAT-HEAD NAILS OR EQUIVALENT

SCALE: N.T.S



BRACING NOTES
 WHERE NO DIMENSION IS SPECIFIED, PLY/ SHORT WALL BRACE IS TO EXTEND ENTIRE LENGTH OF WALL.
 ALL PLY/ SHORT WALL BRACING TO BE INSTALLED TO EXTERNAL FACE OF STUD WALLS WHERE POSSIBLE.

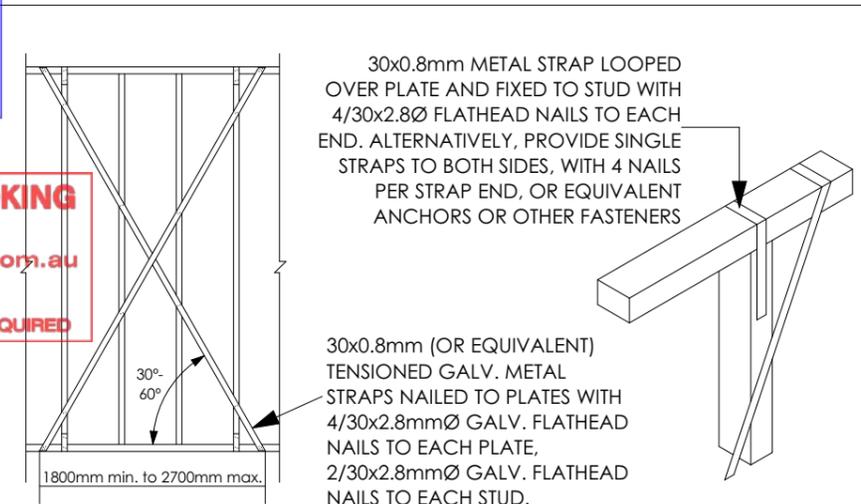
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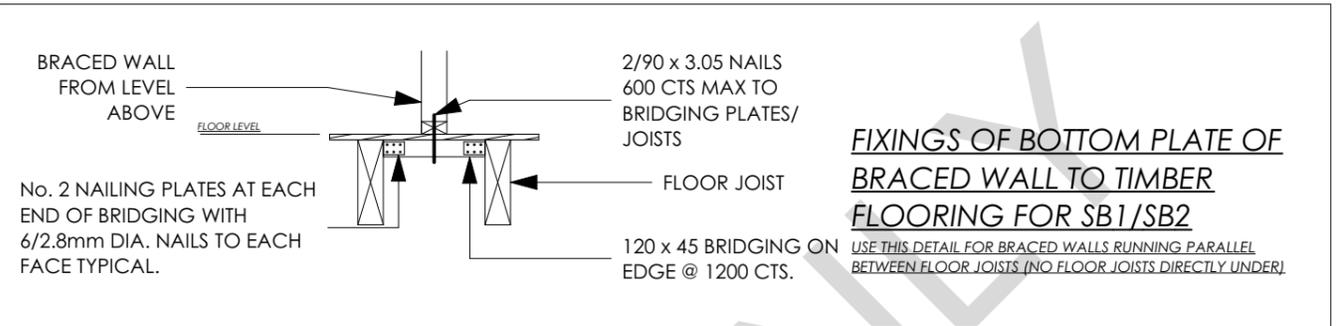
PROJECT TITLE :
 PROPOSED RESIDENTIAL DEVELOPMENT AT:
 LOT 1635 CALVERT PLACE
 POINT COOK, VIC
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 Sheet Bracing Details

DOCUMENTATION		
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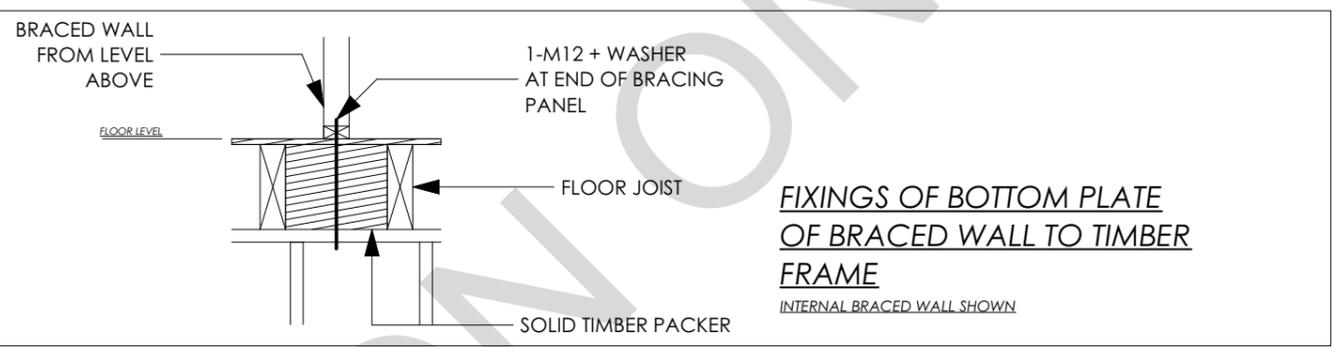
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BRACING NOTES
 TENSIONED GALVANIZED METAL STRAP WITH MIN. THICKNESS OF 0.8mm AND MIN. NET SECTION OF 21mm² FIXED TO STUDS WITH ONE 30x2.8mmØ GALVANIZED FLAT HEAD NAIL AND TO PLATES WITH 4/30x2.8mmØ GALVANIZED FLAT HEAD NAILS. BEND STRAPS OVER TOP PLATE & NAIL.
 ALL TIMBER FRAMING BRACING AND TIE DOWNS TO BE IN ACCORDANCE WITH AS1684 TIMBER FRAMING CODE
DOUBLE DIAGONAL METAL TENSION STRAP BRACING DETAIL
(CAPACITY: 3.0kN/m)
(IF APPLICABLE)
 DENOTED AS SB2 ON PLAN SCALE: N.T.S

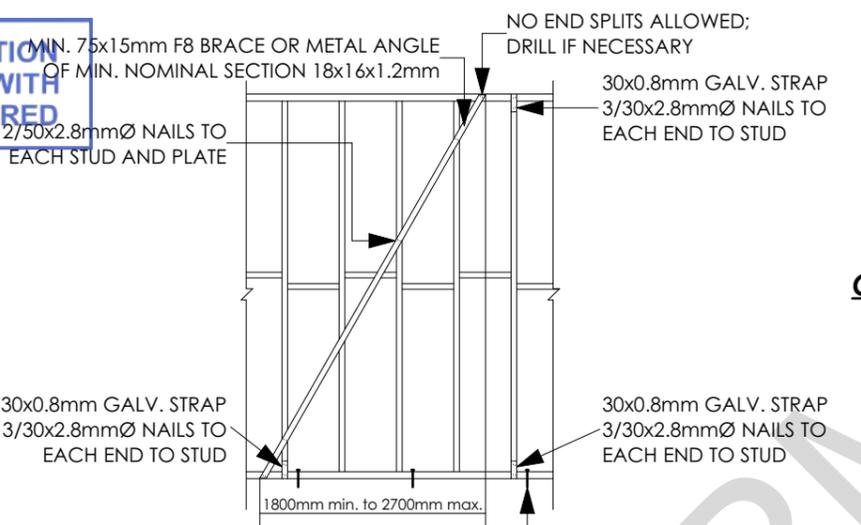


FIXINGS OF BOTTOM PLATE OF BRACED WALL TO TIMBER FLOORING FOR SB1/SB2
 USE THIS DETAIL FOR BRACED WALLS RUNNING PARALLEL BETWEEN FLOOR JOISTS (NO FLOOR JOISTS DIRECTLY UNDER)

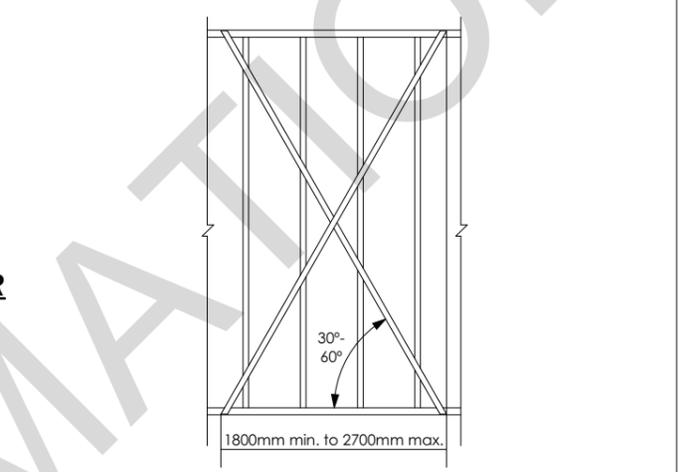


FIXINGS OF BOTTOM PLATE OF BRACED WALL TO TIMBER FRAME
 INTERNAL BRACED WALL SHOWN

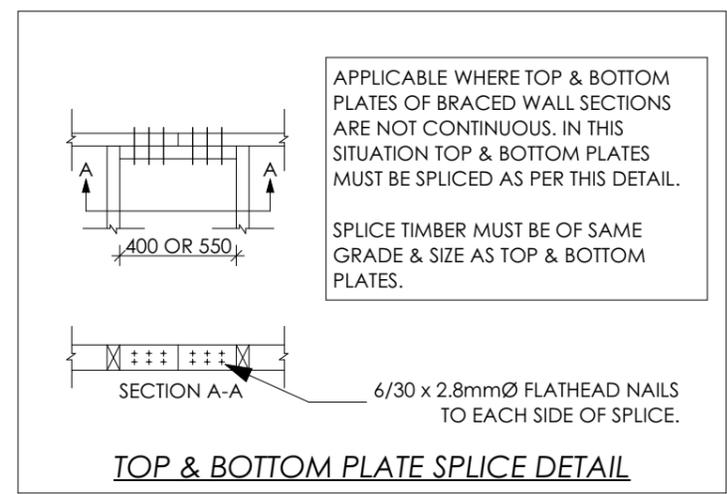
TERMITE PROTECTION IN ACCORDANCE WITH AS3660.1 IS REQUIRED



BRACING NOTES
 THE MAXIMUM DEPTH OF A NOTCH OR SAW-CUT SHALL NOT EXCEED 20mm. SAW-CUT STUDS SHALL BE DESIGNED AS NOTCHED.
 ALL TIMBER FRAMING BRACING AND TIE DOWNS TO BE IN ACCORDANCE WITH AS1684 TIMBER FRAMING CODE
TIMBER AND METAL ANGLE BRACING DETAIL
(CAPACITY: 1.5kN/m)
(IF APPLICABLE)
 DENOTED AS SB1 ON PLAN SCALE: N.T.S



BRACING NOTES
 TENSIONED GALVANIZED METAL STRAP WITH MIN. THICKNESS OF 0.8mm AND MIN. NET SECTION OF 15.2mm² FIXED TO STUDS WITH ONE 30x2.8mmØ GALVANIZED FLAT HEAD NAIL AND TO PLATES WITH 3/30x2.8mmØ GALVANIZED FLAT HEAD NAILS. BEND STRAPS OVER TOP PLATE & NAIL.
 ALL TIMBER FRAMING BRACING AND TIE DOWNS TO BE IN ACCORDANCE WITH AS1684 TIMBER FRAMING CODE
METAL STRAPS - TENSIONED BRACING DETAIL
(CAPACITY: 1.5kN/m)
(IF APPLICABLE)
 SCALE: N.T.S



BRACING NOTES
 WHERE NO DIMENSION IS SPECIFIED, PLY/ SHORT WALL BRACE IS TO EXTEND ENTIRE LENGTH OF WALL.
 ALL PLY/ SHORT WALL BRACING TO BE INSTALLED TO EXTERNAL FACE OF STUD WALLS WHERE POSSIBLE.

date : 22/07/2020	job no.: 201222
drawn : JW	drawing no. : 201222/S14
checked : RT	
scale : 1:100/A3	sheet no S14 of S17

PROJECT TITLE :
 PROPOSED RESIDENTIAL DEVELOPMENT AT:
 LOT 1635 CALVERT PLACE
 POINT COOK, VIC
 Metal Bracing Details

DOCUMENTATION		
A	22/07/2020	ISSUE FOR CONSTRUCTION

This drawing is NOT to be used for construction unless stamped by the relevant Building Surveyor and a Building Permit has been issued

BUILDING PERMIT

Building Act 1963 Building Regulations 2018
 PERMIT NUMBER: 8294155801114 DATE ISSUED: 28/08/2020

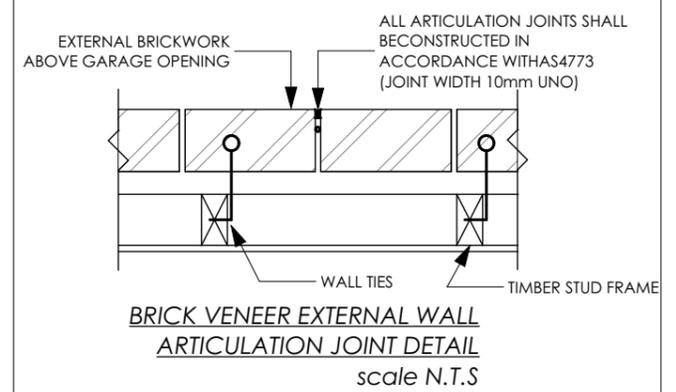
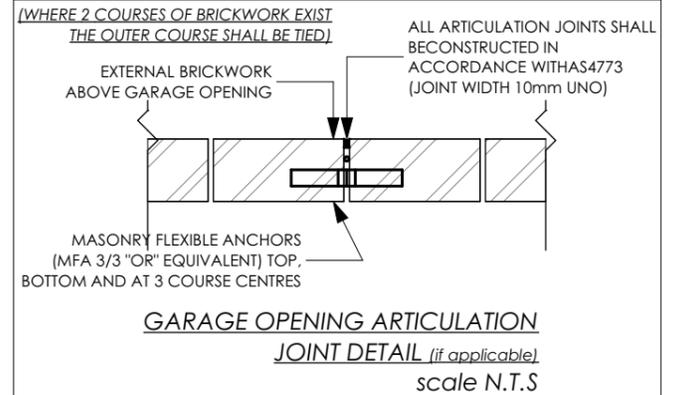
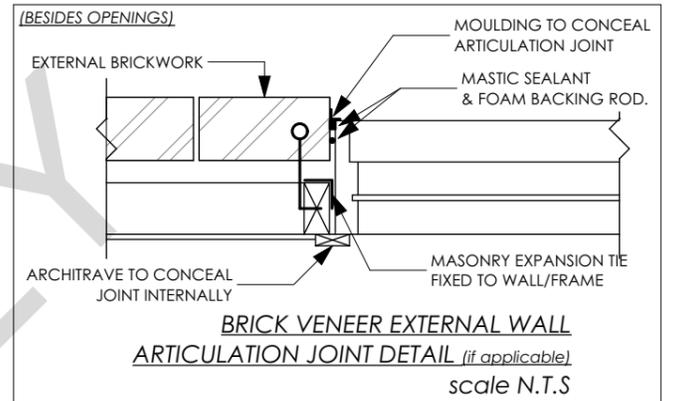
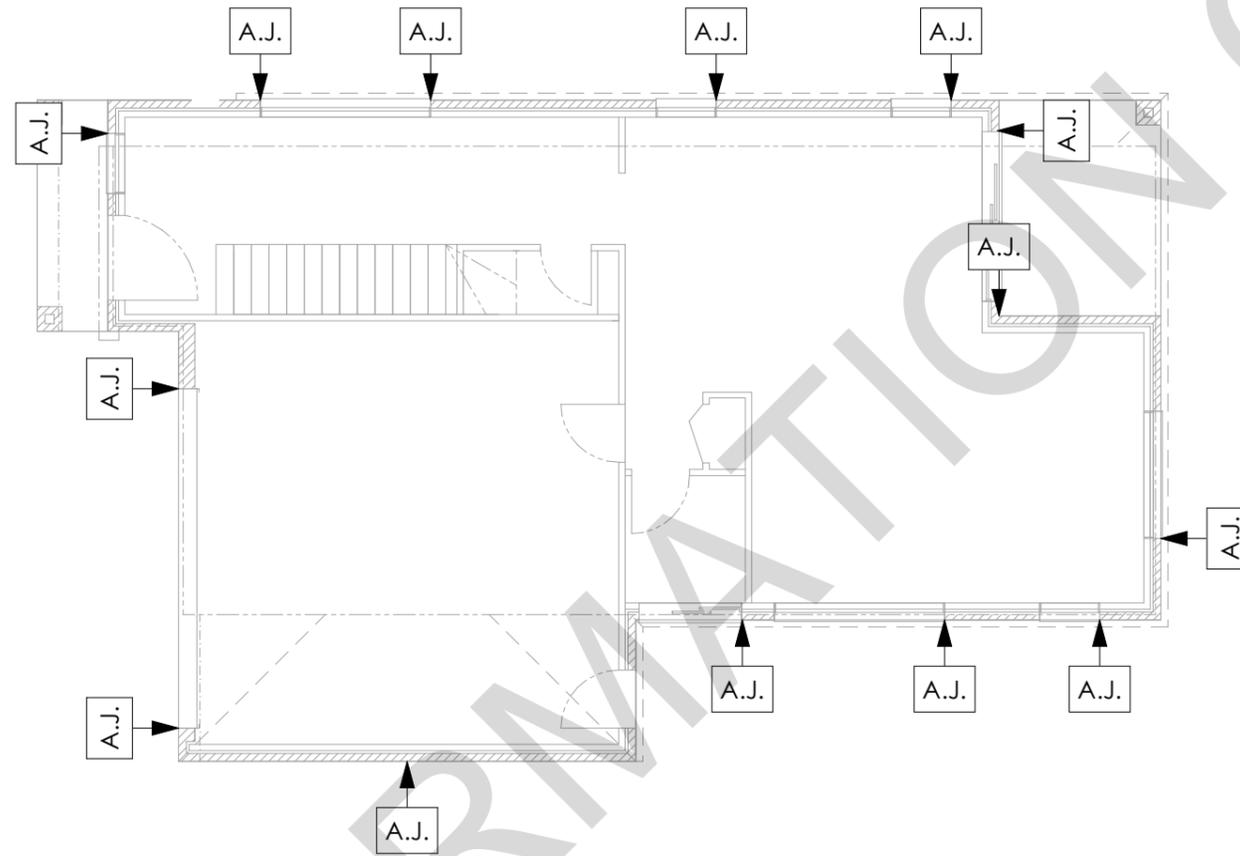
AR KI BUILDING SURVEYORS PT LTD

DENOTES LOCATION OF ARTICULATION JOINTS IN MASONRY WALLS REFER TO DETAILS ON THIS PAGE
 ALL ARTICULATION JOINTS SHALL BE CONSTRUCTED FOR THE FULL WALL HEIGHT

INSPECTION BOOKING

EMAIL: inspections@ar.ki.com.au
 TEL: 9687 0333
 MIN. 24 HOURS NOTICE REQUIRED

TERMITE PROTECTION IN ACCORDANCE WITH AS3660.1 IS REQUIRED



ARTICULATION JOINT LAYOUT PLAN
 scale 1:100



-Civil & Structural Engineers
-Building Permits -Project Management
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 Email: info@talcon.com.au

date : 22/07/2020

job no.: 201222

drawn : JW

drawing no. :
 201222/S15

checked : RT

scale : 1:100/A3

sheet no S15 of S17

PROJECT TITLE :

PROPOSED RESIDENTIAL DEVELOPMENT AT:

LOT 1635 CALVERT PLACE
 POINT COOK, VIC

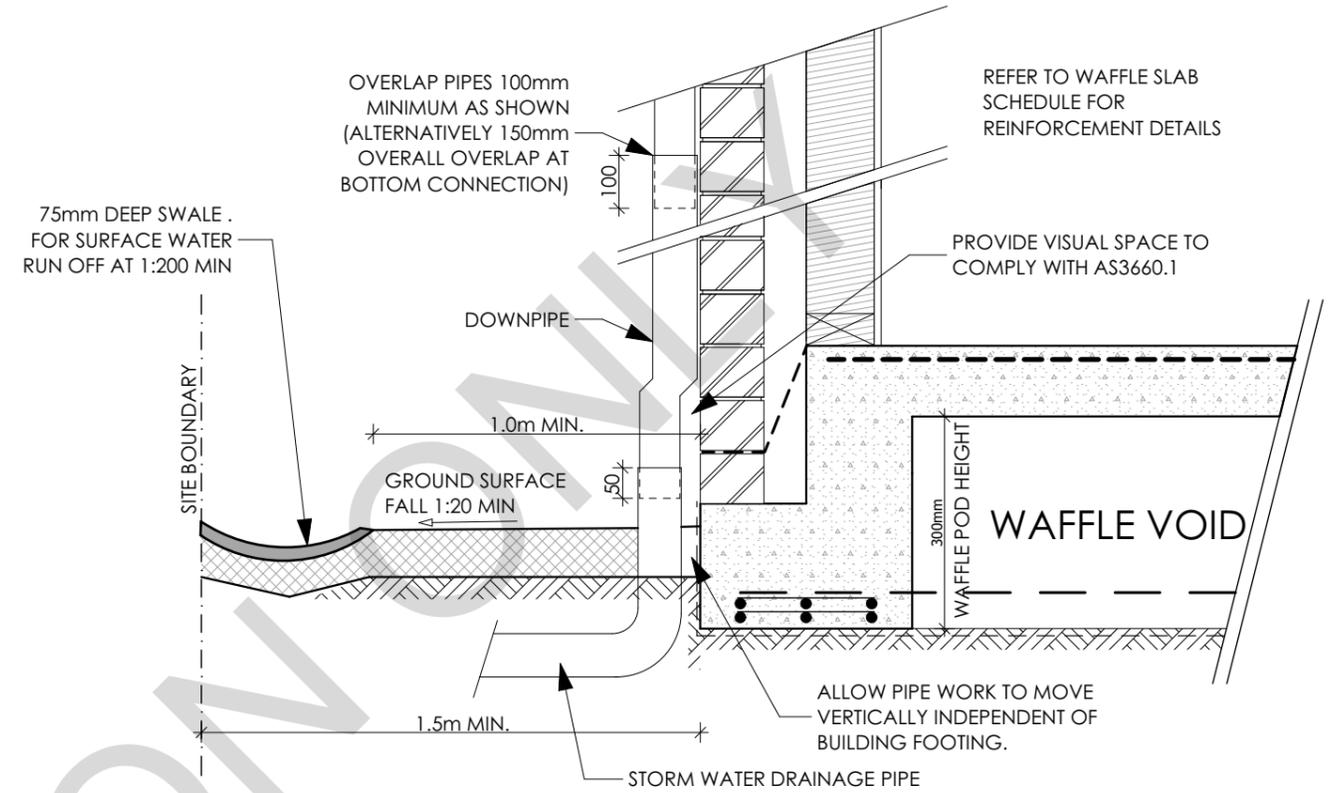
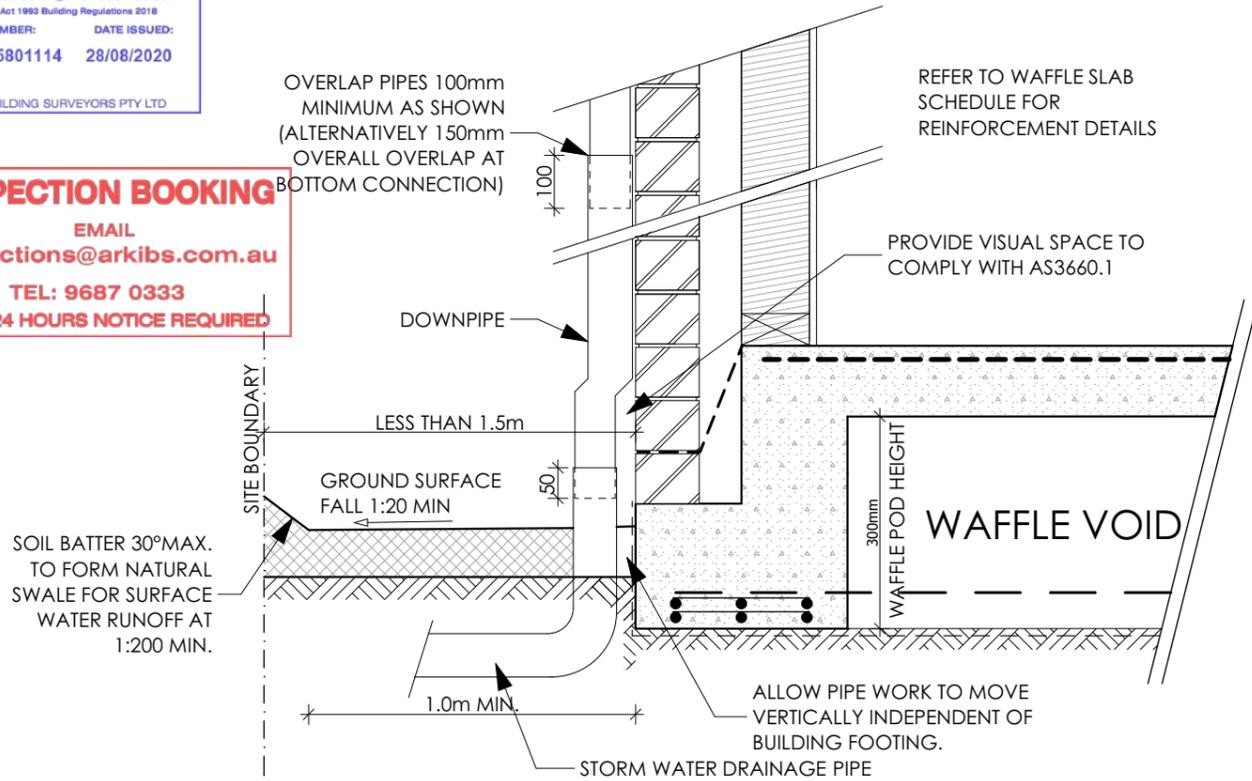
Articulation Layout

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DOCUMENTATION

A	22/07/2020	ISSUE FOR CONSTRUCTION

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TERMITE PROTECTION
 IN ACCORDANCE WITH
 AS3660.1 IS REQUIRED

**TYPICAL DOWNPIPE & SPOON
 DRAIN DETAIL (IF REQUIRED)**

SCALE 1:20

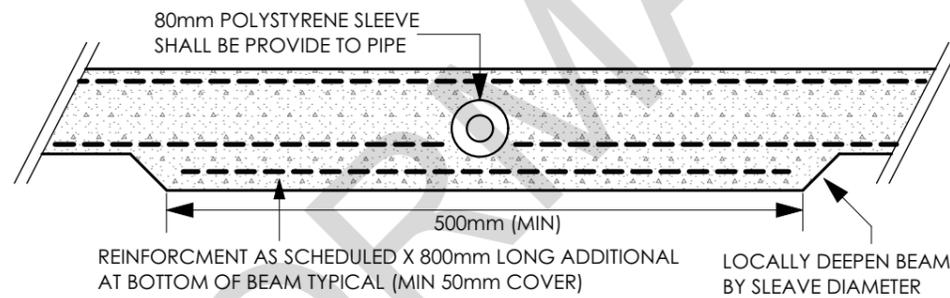
**TYPICAL DOWNPIPE & SWALE
 DRAIN DETAIL (IF REQUIRED)**

SCALE 1:20

IF ANY CHANGES ARE TO BE MADE TO THE LANDSCAPING PROPOSAL THE ENGINEER MUST BE NOTIFIED.

MIN. REQUIREMENTS FOR EXPANSION AND ALLOWABLE IN FITTINGS

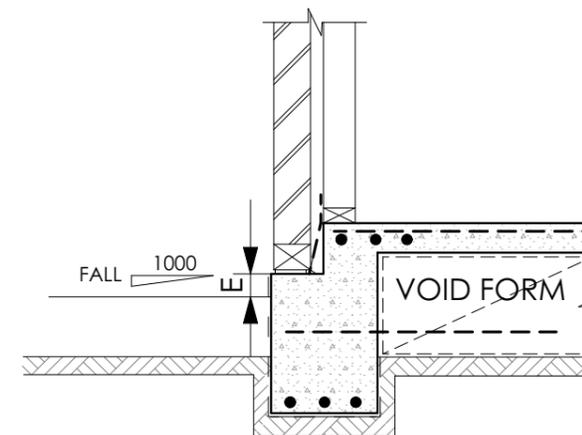
SITE CLASS	MIN. REQUIRED EXPANSION JOINT CAPACITY	ALLOWABLE ROTATION
P	150mm	15°
H2	90mm	15°
H1	50mm	15°
M	MIN. 25mm LAGGING THROUGH FOOTINGS	NOT APPLICABLE



TYPICAL PIPE PENETRATION DETAIL

(ONLY APPLICABLE WHERE PENETRATION IS OUTSIDE MIDDLE THIRD OF BEAM)

scale 1:10



NOTE:
 REFER WAFFLE SLAB SCHEDULE FOR REINFORCEMENT DETAILS

1. PREVENT "OVEROUR" OF CONCRETE BY LINING ANY COLLAPSED SIDES OF TRENCHES WITH FIBRE CEMENT SHEETING, FORMPLY BOARDS OR COMPACTED SOIL BACKFILLING BEHIND VAPOUR BARRIER DURING POUR.
2. FALL "CUT" BENCHING AWAY FROM THE FOOTING
3. TERMINATE VAPOUR BARRIER UNDER DPM OR "CUT" BENCHING
4. PLACE DPM BETWEEN PAVING AND FOOTING
5. THE DPM (VISCOURSE DAMP PROOF MEMBRANE AS USED BY BRICKLAYERS) SHOULD SIT ON THE 'CUT' BENCH LEVEL FOR A MINIMUM OF 75mm. IT SHOULD THEN EXTEND UP THE FACE OF THE FOOTING TO END AT THE TOP OF THE PAVEMENT

	DATE	DESCRIPTION
A	22/07/2020	SUBMISSION FOR BUILDING PERMIT

BUILDING PERMIT

Building Act 1993 Building Regulations 2018

SPECIFIC NOTES: DATE ISSUED:

8294155801114 28/08/2020

GENERAL DRAINAGE NOTES

- The contractor shall adequately drain the site during all stages of construction.
- Contractor shall verify all levels, dimensions and services prior to commencement of work.
- All appropriate permits shall be obtained and fees paid for by the contractor.
- Any pavement or features damaged during the course of this contract shall be reinstated to original condition.
- The contractor shall arrange a site inspection with the civil engineering supervising officer prior to the commencement of work to record any damage to existing features.
- All existing pit covers, downpipe connections and similar features in construction areas are to be adjusted to suit scope of this contract.
- All concrete pavements shall be finished with a non-skid float (no broomed finish).
- Before commencement of work a temporary benchmark is to be established by the contractor in a position on site safe from disturbance.
- All filling shall be uniformly placed in layers not exceeding 200mm loose measurement. Each layer shall be within 85 % to 115% of optimum moisture content and be properly compacted, as specified, based on the standard compaction test as outlined in AS 1289-1977.
- Crushed rock pavement compactions shall be to 100% standard maximum dry density for base coarse and 98% for sub-base coarse.
- Any shortfall in indigenous topsoil required to bring the garden and grassed areas to the design levels shall be made up with approved imported topsoil. No additional payment will be made for imported soil.
- Excavated material shall be stockpiled on site as directed by the superintendent. Excess to be removed from site at contractor's expense.
- Topsoil to be stripped to a depth of 150mm under fill areas and all other areas. This topsoil shall be stockpiled on site as directed by superintendent. Excess soil to be stockpiled on site as directed by the superintendent, or removed from the site at contractors expense, if so directed.
- All stormwater drains shall be bedded on a minimum of 80mm compacted thickness 20 N.S. Class 3 fine crushed rock, in soil based trenches, increase to 200mm thickness in rock base trenches.
- 100mm diameter stormwater drains shall be laid at a minimum grade of 1:100, unless otherwise shown
- 150mm diameter stormwater drains shall be laid at a minimum grade of 1:100, unless otherwise shown
- Trench excavations where one or both sides of any trench exceed 1.5m in depth, the contractor shall ensure that the provisions of Mines Act 1958 and the Mines (Trenches) Regulations 1979 are complied with.
- Trenches traversing existing or proposed pavements including asphalt and concrete shall be backfilled with 'First Class Material' and compacted, pavement shall be reinstated to the satisfaction of the superintendent.
- All surplus excavated material shall be removed from site.
- Footpaths, driveways, roadways, kerbs, R.O.W's or existing features distributed broken or affected by the works are to be reinstated to the complete satisfaction of the city engineer or his representative.
- All concrete to be saw-cut and broken out to the nearest joint.
- All nature strips and lawn areas outside private property to be reinstated with top soil and seeded.
- Contractor to contact local council engineering department at least 48 hours prior to the commencement of construction of outfall drainage to arrange for council supervision and inspection if required by council.
- The contractor is to verify all locations and depth of services with the relevant authorities for the construction of drains and services outside the property boundary prior to the commencement of work, and shall be fully responsible for rectification of any damaged service.
- All excess topsoil shall be removed off site at the contractor's expense.
- All additional fill material required due to over excavation or a shortfall of suitable excavated material shall be imported at the contractor's expense.

DRAINAGE NOTES:

- All surface drainage works shall be installed in accordance with Clause 5.6.3 drainage requirements of AS 2870-2011, wherein for buildings on moderately, highly and reactive soils:
- Surface drainage shall be controlled throughout construction and be completed by the finish of construction
- The base of trenches shall slope away from the building

INSPECTION BOOKING

inspections@arkips.com.au

EMAIL

8294155801114

ALL 24 HOUR SERVICE REQUIRED

TERMITE PROTECTION

IN ACCORDANCE WITH

AS3660-1 IS REQUIRED

- Where pipes pass under the footing systems, clay plugs are adopted to prevent the ingress of water
- For buildings on highly reactive sites, drainer shall provide drainage articulation to all stormwater, sanitary plumbing drains and discharge pipes in accordance with Clause 5.6.4 plumbing requirements, wherein flexible joints immediately outside building and commencing within 1m of the building perimeter are required to accommodate the required differential movement base on the soil classification, refer table 'min requirements for expansion and allowable fittings.
- Surface water must be diverted away from the dwelling and graded away from all foundations to give a slope of not less than 50mm over the first 1000mm from the dwelling.
- Subsurface drains to remove ground or table water shall be detailed by the design engineer. Furthermore, damp-proof membrane in accordance with 5.3.3 shall be installed for groundwater or aggressive soils.
- SITE DRAINAGE REQUIREMENTS- CONSTRUCTION STAGE:**
- The geotechnical report has recommended the use of a certain footing that is appropriate for this site. While making this recommendation it has been assumed that certain site drainage requirements as per AS 2870-2011 & BCA has been met. During the construction of the footing the following site drainage requirements are listed as being part of the final footing design by Talevski Consulting engineers.
- Must prevent water ponding against or near the footing -The ground in the immediate vicinity of the perimeter footing shall be graded to a fall of 50mm min away from the footing over a distance of 1000mm (1:20) and shaped to prevent ponding of water (this includes the ground uphill from the footing on a cut/fill site)- where filling is placed adjacent to the building, the filling shall be compacted and graded to ensure drainage or water away from the building.
- All collected stormwater must be discharged to a local point of discharge.
- Surface drainage of the site shall be controlled from the start of the site preparation and construction; surface drainage includes surface water run-off and building water (roof/floor/concrete) run off.
- All water run-off shall be controlled at all times
- Use temporary downpipes to collect water from the roofed building frame
- When silt pits are used to gather surface water from areas adjacent to the footings, these silt pits are to be at least 1000mm away from the footing and connected to the stormwater system with solid pipe
- Stormwater drains shall be at least 90mm and have a minimum fall of 1:100 and 100mm cover under the soil and/or paved areas
- Inspection openings should be provided at each pipe connection point and at a nominal spacing of 25m
- Avoid undermining the footing with any trenches, pipe or pits unless the footing has been designed to allow for such a situation
- Sub-surface drainage is required to remove any unwanted groundwater by means 90mm slotted pipe in a 300mm wide trench (min fall of 1:100). The base of the trench is filled with 10mm crushed rock or similar covering the slotted pipe.
- AG drains must not be installed within 1500mm from any footing
- AG drains must be installed at the base of all site cuts that exceed 400mm in height, along the high side of a sloping site possibly along the low side of a sloping site along the boundary. To be connected to stormwater system via a slit pit
- AG drains to be laid approximately 200mm into undisturbed clay or compacted clay
- AC condensers, HW overflow, water tanks and adjoining properties are all potential sources of unwanted water. This water must be controlled and directed to the LPOD. Possible water impacting the site from an adjoining, especially if there is a footing on or near a boundary must be addressed. Localised footing strengthening is to be considered during construction ILO drainage that may jeopardise the footings.
- Grated drains may be utilised in a paved area (Eg. driveway/garage interface) where the paving necessarily slopes towards the house or garage. Spoon drains may also be used in conjunction with a paved surface.
- The ground beneath a timber deck must be graded so that the area beneath the deck is above the adjacent finished ground level to prevent ponding.

- All trenches must be dug at a similar grade as the pipes the trenches house.
- All trenches must generally slope away from the footings.
- Trenches must be 'clay plugged' or concreted when passing perpendicularly under any part of the footing and on any slotted pipe side of a connection pit
- All trenches within 1500mm of any footing must be effectively sealed from surface water; with at least the top 300mm of the trench filled with local clay compacted to an impermeable top layer. Approved moisture barrier use with trenches is an option.
- Concrete paving is advised over any trenches within 1000mm of any footing.
- Flexible plumbing joints are required for H1/H2/E/P sites to allow for expected vertical ground movements (refer to geotechnical report). The joints must be set at the midway point when installed & must also incorporate swivel joints in the system.
- Drains emerging from under the footing require the flexible joint to be within 1000mm of the outside of the perimeter footing
- Installation, location and number of joints to comply with manufacturers specifications
- Plumbing penetrating the footing must be avoided where practicable. If unavoidable, then the pipe must pass through the middle third of the footing depth and lagging to the pipe provided.
- MATERIALS:**
- Proposed 100 Ø & 150Ø stormwater drains shall be formed of unplasticized polyvinyl chloride and fittings Class SH (sewer class) manufactured to conform to AS 1260.
- Proposed 225 Ø and larger stormwater drains shall be formed of fibre reinforced concrete Class 2, rubber ring jointed pipe manufactured to conform to AS 4058 (Class 3 where indicated). Use UPVC to AS 1260 (Class SH) where shown on the drawings.
- SERVICE:**
- Prior to the commencement of work the contractor shall locate existing services to be retained where proposed services cross them and ascertain for himself that no clashes of services will occur.
- Where proposed services traverse existing asphalt and concrete pavements, the pavement is to be saw cut to a full depth of pavement prior to excavation.
- Trenches traversing existing or proposed pavements including asphalt and concrete shall be backfilled with Class 2 fine crushed rock and compacted all to the satisfaction of the superintendent.
- The contractor shall co-ordinate the laying of all services to avoid clashes.
- Lay all services to nominated levels where given, other services shall be laid to comply with minimum cover requirements.
- Different parallel services that are in close proximity to each other may be laid in a common trench, subject to the approval of the relevant authority and the superintendent.
- MAINTENANCE:**
- The maintenance of the site around a new home is an important factor in the long-term performance of the footing system.
- The primary objective of this maintenance is to minimise the variation in soil moisture levels around the footing that could lead to excessive soil movement and possible distress of the superstructure and/or footing. When the slab forms part of the termite barrier system of the house, then it is also necessary to maintain the effectiveness of that barrier with appropriate maintenance activities.
- When a concrete slab-on-ground is used as part of the termite barrier system as outlined in AS 3660.0, then it cannot be highly stressed that regular inspection and maintenance of the slab surrounding by a competent professional is required to ensure that any termite infestation is detected and treated promptly.
- Ongoing maintenance and inspection on a regular basis is a requirement of AS 3660.1 and owner should be clearly advised of their responsibilities to ensure that their investment is properly protected.
- Leaking taps, downpipes, sewers, gutters and drainage can also affect the moisture content of the soil and these must be inspected regularly to ensure against damage to the footings. Similarly, gutters, downpipes and collection points can get blocked with leaves and other debris preventing the effective drainage of stormwater away from the house. Again, regular inspections and maintenance should be carried out to prevent blockages.
- It is important for the builder to make the homeowner aware of the maintenance issues associated with ensuring the long-term performance of the footing system.



-Civil & Structural Engineers
-Building Permits -Project Management
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date : 22/07/2020	job no.: 201222	PROJECT TITLE : PROPOSED RESIDENTIAL DEVELOPMENT AT: LOT 1635 CALVERT PLACE POINT COOK, VIC This drawing is NOT to be used for construction unless stamped by the relevant Building Surveyor and a Building Permit has been issued
drawn : JW	drawing no. : 201222/S17	
checked : RT	sheet no S17 of S17	
scale : 1:100/A3		Drainage Notes

DOCUMENTATION		
A	22/07/2020	ISSUE FOR CONTRUCTION

CONSTRUCTION DRAWINGS

GENERAL NOTES NCC 2019 VOLUME 2

- DO NOT SCALE DRAWINGS. USE WRITTEN DIMENSIONS ONLY.
- THESE DRAWINGS ARE TO BE READ & USED IN CONJUNCTION WITH SPECIFICATIONS, DETAIL S, STRUCTURAL ENGINEERS DRAWINGS & COMPUTATIONS.
- THE BUILDER SHALL CHECK ALL DIMENSIONS AND LEVELS PRIOR TO COMMENCING ANY WORKS. ANY DISCREPANCIES TO BE REPORTED IMMEDIATELY.**
- THE BUILDER SHALL BE RESPONSIBLE FOR SITE WORKS AND SUPERVISION OF CONSTRUCTION, AND SHALL ENSURE THE SAFETY OF THE BUILDING AND ALL ADJOINING PROPERTIES THE AFFECTED VICINITY.
- ALL WORKS TO BE IN ACCORDANCE WITH N.C.C. BY LAWS & REQUIREMENTS & RELEVANT A.S CODES OF PRACTICE
 - A.S 1288 - 2006 GLASS IN BUILDINGS - SELECTION AND INSTALLATION
 - A.S 1662 - 1992 DESIGN AND INSTALLATION OF SHEET ROOF AND ALL CLADDING - PART 1 METAL
 - A.S 1684 - 2010 NATIONAL TIMBER FRAMING CODE
 - A.S 1880 - 2008 RESIDENTIAL TIMBER FRAMING CODE
 - A.S 2047 - 2014 WINDOWS IN BUILDINGS - SELECTION AND INSTALLATION
 - A.S 2049 - 2002 ROOF TILES
 - A.S 2049 - 2002 INSTALLATION OF ROOFING TILES
 - A.S 2870 - 2011 RESIDENTIAL SLABS AND FOOTINGS CONSTRUCTION
 - A.S 2904 - 1999 DAMP PROOF COURSES AND FLASHING
 - A.S 3600 - 2009 CONCRETE STRUCTURES
 - A.S 3601 - 2000 PROTECTION OF BUILDING AGAINST SUBTERRANEAN TERMITES - PART 1 NEW BUILDINGS
 - A.S 3700 - 2011 MASONRY STRUCTURES
 - A.S 3740 - 2010 WATER PROOFING OF WET AREAS IN RESIDENTIAL BUILDINGS
 - A.S 3786 - 2014 SMOKE ALARM
 - A.S 4100 - 1996 STEEL STRUCTURES
 - A.S 456 - 1994 / 96 PLASTIC ROOF AND WALL CLADDING MATERIALS.
- THESE DRAWINGS ARE TO BE READ & USED IN CONJUNCTION WITH SPECIFICATIONS, DETAILS, STRUCTURAL OR CIVIL ENGINEERING & COMPUTATIONS AND SOIL TEST & ENERGY RATING.
- ALL FOUNDATIONS SHALL BE MAINTAINED IN ACCORDANCE WITH A.S 2870 - 2011 AS REQUIRED OR INDICATED ON THE SOIL TEST.
- WHERE THE BUILDING IS OTHER THAN A CLASS 10a1 IS LOCATED IN A DESIGNATED TERMITES INFESTATION AREA THE BUILDING SHALL BE PROTECTED IN ACCORDANCE WITH THE RELEVANT AUSTRALIAN STANDARDS.
- SAFETY GLAZING TO BE USED IN THE FOLLOWING CASES
 - A) ALL ROOMS - WITHIN 500mm VERTICAL OF THE FLOOR
 - B) BATHROOMS - WITHIN 1500mm VERTICAL FROM THE BATH BASE
 - C) LAUNDRY - WITHIN 1200mm VERTICAL FROM FLOOR AND / OR WITHIN 300mm HORIZONTAL FROM FLOOR
 - D) DOORWAY WITHIN 300mm HORIZONTAL FROM ALL DOORS, SHOWER SCREENS SHALL GRADE A SAFETY GLASS
- WINDOW SIZES ARE NOMINAL ONLY ACTUAL SIZES WILL VARY ACCORDING TO MANUFACTURER WINDOWS TO BE FLUSH WITH EXTERIOR SURFACE.
- STORMWATER SHALL BE TAKEN TO LEGAL POINT OF DISCHARGE TO THE SATISFACTION OF THE RELEVANT AUTHORITIES.
- SEWER OR SEPTIC SYSTEM SHALL BE IN ACCORDANCE WITH THE RELEVANT AUTHORITIES REQUIREMENTS.
- FOOTINGS NOT TO EXCEED 0.1% OF JOINTS AND EASEMENT LINES.
- BUILDINGS THAT ARE IN CLOSE PROXIMITY TO THE SEA ENSURE THAT ALL STEEL WORK, BRICK CAVITY TIES, AND STEEL LINTELS ECT., ARE IMBEDDED OR FIXED INTO MASONRY AND PROTECTED IN ACCORDANCE WITH A.S 3700 - 2011 TABLE 2.2 HOT DIPPED GALV. SLEES STEEL OR CADMIUM COATED
- ALL WET AREAS TO COMPLY WITH A.S 3740 - 2010 WALL FINISHES SHALL BE IMPERVIOUS TO A HEIGHT OF 1800mm ABOVE A FLOOR LEVEL, SHOWER ENCLOSURES AND 1500mm ABOVE BATHS, BASINS, SINKS AND TROUGHS IF WITHIN 75mm OF THE WALL.
- PROVIDE WALL TIES TO BRICKWORK AT A MAXIMUM 600mm CRTS IN EACH DIRECTION AND WITHIN 300mm OF ARTICULATION JOINTS.
- SUB-FLOOR VENTS TO PROVIDE RATE OF 7500mm² SQ CL EAR VENTILATION PER 1000mm² RIN OF EXTERNAL MASONRY WALL AND 2200mm² SQ CLEAR VENTILATION PER 1000mm² RIN OF INTERNAL DWARF WALLS.
- PROVIDE CLEARANCE FROM UNDERSIDE OR BEARER TO FINISHED GROUND LEVEL OF 150mm FOR FLOORS WITH STRIP FLOORING OR 200mm FOR FLOORS WITH PARTICLE BOARD FLOORING
- THERMAL INSULATION TO BE PROVIDED AS FOLLOWS OR SLAB CONSTRUCTION REFER TO ENERGY RATING REPORT
- TIMBER FRAMED FLOOR ENCLOSED PERIMETER REFER TO ENERGY RATING REPORT
- TIMBER FRAMED FLOOR ENCLOSED PERIMETER FOR SLAB FLOOR CONSTRUCTION
- NOTE: R.F.L TO HAVE FLAMMABILITY INDEX NOT EXCEEDING 5.**
- THE BUILDER SHALL TAKE ALL STEPS NECESSARY TO ENSURE THE STABILITY OF NEW AND EXISTING STRUCTURES DURING ALL WORKS.
- THE BUILDER SHALL ENSURE THE GENERAL WATER TIGHTNESS OF ALL NEW AND EXISTING WORKS.
- DENOTES LOCATION OF SMOKE ALARMS TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH A.S 3786 - 2014, UNLESS INSTALLED IN AN EXISTING PART OF A CLASS 1, 2 OR 3 BUILDING OR CLASS 4 PART OF BUILDING ALL SMOKE ALARMS SHALL BE HARD WIRED WITH BATTERY BACK UP.
- ⊕ DENOTES EXHAUST FAN TO PROVIDE A MINIMUM OF 25 LITERS PER SECOND AIR FLOW.
- THESE PLANS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CUSTOMER AND FOR THE PURPOSE EXPRESSLY NOTIFIED TO THE AUTHOR. ANY OTHER PERSONS WHO USE OR RELIES ON THESE PLANS WITH THE AUTHORS WRITTEN CONSENT DOES SO AT THEIR OWN RISK AND NO RESPONSIBILITY IS ACCEPTED BY THE AUTHOR FOR SUCH USE AND / OR RELIANCE.
- THESE NOTES ARE NEITHER EXHAUSTIVE NOR SUBSTITUTE FOR REGULATION, STATUTORY REQUIREMENTS, BUILDINGS PRACTICE OR CONTRACTUAL OBLIGATIONS AND UNLESS EXPRESSLY STATED OTHERWISE, RE PROVIDED ONLY AS GUIDELINES.
- THE BUILDER SHALL TAKE RESPONSIBILITY UPON ACCEPTANCE OF THESE PLANS AND SHALL BE RESPONSIBLE FOR CHECKING ALL DIMENSIONS AND SITE LAYOUT CONDITIONS PRIOR TO COMMENCEMENT OF ANY WORK.
- ANY EAVES WITHIN 900mm OF THE ALLOTMENT BOUNDARY ARE TO BE MADE OF NON-COMBUSTIBLE MATERIALS.
- ADJACENT LAND TO SLOPE AWAY FROM FOOTINGS (1:100 @ 600MM) MINIMUM SLAB FREEBOARD HEIGHT OF 150mm

CONCRETE :
ALL CONCRETE FOOTINGS AND SLAB WORKS SHALL COMPLY WITH A.S.2870 1-2011 RESIDENTIAL SLABS AND FOOTINGS PART 1. CONSTRUCTION IN THE ABSENCE OF ENGINEERS DRAWINGS OR COMPUTATIONS.

EXCAVATIONS:
EXCAVATE FOOTINGS AND DRAINS AS SHOWN, KEEP EXCAVATIONS DRY AND BACKFILL WITH APPROVED MATERIALS FREE OF ANY BUILDING DEBRIS.

BRICK VENEER WALLS:
COMPLY WITH A.S 3700 MASONRY IN BUILDINGS AND A.S 2904 DAMP PROOF COURSES AND FLASHING. USE BRICKS AS SELECTED AND M3 (1:1:6) MORTAR. USE FACE FIXING CAVITY TIES TO AVOID HOLES IN SOIL. INSULATION MATERIAL STEEL LINTELS TO EACH 110 BRICK SKIN OVER ALL OPENINGS NOT OTHERWISE SPECIFIED [ALL EXTERNAL LINTELS TO BE HOT DIP GALVANIZED]:

OPENINGS	SIZE	MATERIAL
UP TO 800	100 x 10	MS FLAT
UP TO 900	100 x 100 [HOR] x 6	MS ANGLE
UP TO 2100	100 x 100 [HOR] x 8	MS ANGLE
UP TO 3000	150 x 100 [HOR] x 8	MS ANGLE

PROVIDE 150mm MIN END BEARING TO ALL LINTELS [UP TO 2100mm] OPENINGS GREATER THAN 2100mm, 200mm MIN END BEARING.

MASONRY CONTROL JOINTS:
PROVIDE MASONRY CONTROL JOINTS AS RECOMMENDED BY SOIL TEST REPORT AND IN STRICT ACCORDANCE WITH THE CHEMICAL NOTE CNB OR JOINTS AND CONCRETE ASSOCIATION OF AUSTRALIA. MASONRY CONTROL JOINTS TO BE CONSTRUCTED AT 6.0m SPACING (MAX) AND PREFERABLY LOCATED BEHIND DOWNPIPES AND BESIDE FULL HEIGHT OPENINGS IN ACCORDANCE WITH TB91 OF THE CEMENT AND CONCRETE ASSOCIATION.

TIMBER FLOOR, ALL AND ROOF FRAMING:
ALL WORKS TO BE CARRIED OUT IN STRICT ACCORDANCE WITH A.S 1684 TIMBER FRAMING CODE AND SUPPLEMENTARY TABLES.

WALL CONSTRUCTIONS:

- TIMBER STUDS TO BE 90 x 35 MGP10 PINE @ MAX 600 CRTS
- TIMBER STUDS OVER 2700 HIGH TO BE 90 x 70 MGP10 PINE @ MAX 600 CRTS
- TIMBER STUDS MORE THAN 3000 HIGH TO BE 90 x 70 MGP10 PINE @ 700 CRTS
- TOP PLATES TO E 90 x 45 MGP10 PINE AND BOTTOM PLATES TO BE 90 x 35 MGP10 PINE
- BRACING TO BE PERFORATED METAL ANGLE
- INTERNAL LINING - DRY AREAS TO BE 10mm THICK PLASTER BOARD, WET AREAS HARDBOARD 1500mm THICK
- STUDS @ MORE THAN 1500mm WIDE TO BE 90 x 90 MGP10 PINE

TILING TO WET REAS:
THE WALLS OF SANITARY COMPARTMENTS (KITCHEN, LAUNDRY WC, BATHROOM, ENS) SHALL BE FINISHED WITH FULL COMPRESSIONED FIBRE CEMENT WATERPROOF RENDER, CERAMIC TILE OR OTHER IMPERVIOUS FINISH.

PLASTER:
PROVIDE 10mm THICK PLASTERBOARD TO WALLS AND 10mm THICK PLASTERBOARD TO CEILINGS. ALL WET AREAS SHALL HAVE AN APPROVED 10mm THICK W/R PLASTER OR HARDBOARD BOARD INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURERS INSTRUCTION AND SPECIFICATIONS.

DOWNPIPES & BOX GUTTERS:
DOWNPIPES TO BE 100x60 GALVANIZED IRON AND BOX GUTTERS TO BE MIN 200x75 GALVANIZED IRON. U.N.O

STORMWATER:
STORMWATER DRAINS TO BE 100mm DIAMETER UP PVC WITH 1 IN 100 MIN FALL TO LEGAL POINT OF DISCHARGE S PER LOCAL COUNCIL REQUIREMENTS AND TO THE SATISFACTION OF THE RELEVANT BUILDING SUPERVISOR. INSTALL INSPECTION OPENINGS AT EACH CHANGE OF DIRECTION AND AT 9.0m MAX SPACINGS TO STRAIGHT RUNS. ALL STORMWATER TO COMPLY WITH A.S 3600 - 2015 PART 3.4.6.5 OF THE NCC.

BUILDING PERMIT

Building Act 1993 Building Regulations 2018

PERMIT NUMBER: 8294155801114 DATE ISSUED: 28/08/2020

ARK BUILDING SURVEYORS PTY LTD
INSPECTION BOOKING
 MR W/ATKO
 VALJANOSKI
 EMAIL: inspections@ark.com.au
 TEL: 9687 0330
 MIN. 24 HOURS NOTICE REQUIRED

Artificial lighting must comply with 3.12.5.5 of the National Construction Code (NCC) as follows:
 5W/m² for habitable spaces in a dwelling
 4W/m² for balconies and verandahs
 3W/m² for garages and carports

ENERGY EFFICIENCY REQUIREMENTS
 A minimum 200L rainwater tank connected to all sanitary flushing systems OR a gas assisted solar hot water system in accordance with planning guidelines required to be installed on the wellhead.

PROJECT: PROPOSED NEW DWELLING
 AT: LOT 1334 QUARRY PLACE, POINT COOK
 FOR: MR W/ATKO VALJANOSKI

NOTE: THE BUILDER IS TO ENSURE THE SITING OF THE BUILDING COMPLIES WITH THE APPROVED PLANS.

DATE: 26TH AUGUST 2020	DRAWN BY:	INITIALS
SCALE: 1:200 @A3	REV:	C1
JOB NO:	SHEET NAME: SITE PLAN	C2
DRAWING:	PAGE NUMBER: 1 OF 10	B

BUILDING PERMIT

Building Act 1993 Building Regulations 2018

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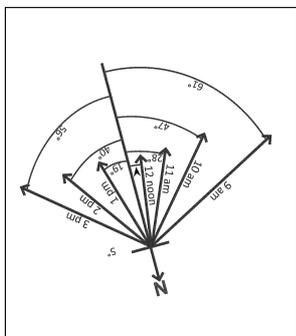
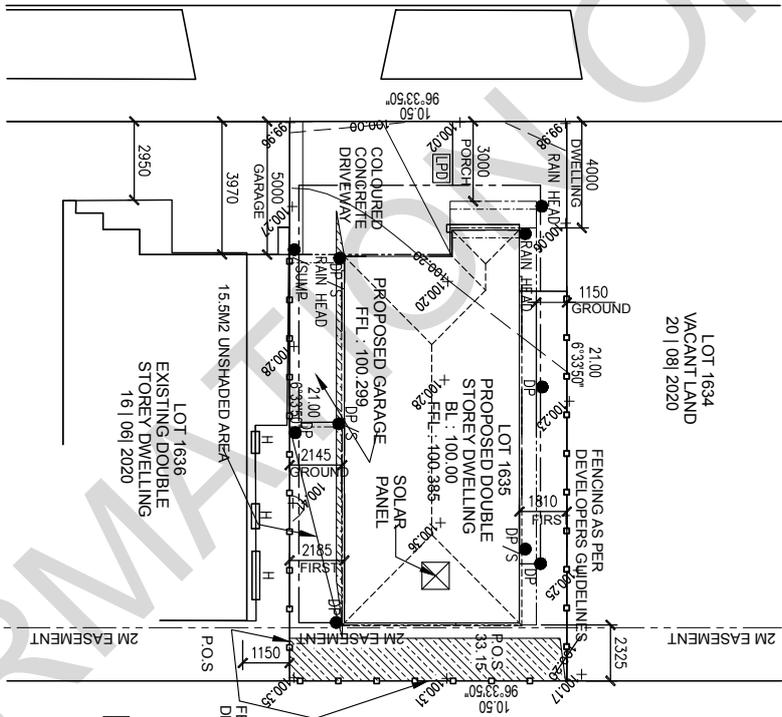
MR VLATKO VALJANOSKI
 EMAIL: inspections@arkibs.com.au
 TEL: 9687 0333
 MIN 24 HOURS NOTICE REQUIRED

PROPOSED SITE PLAN

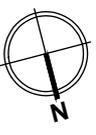
1
 1:200

ALL QUARRIED PRODUCTS & FILL TO BE SCRAPED BACK FROM UNDERSIDE OF ALL EXTERNAL / INTERNAL LOAD BEARING WALLS
 PROVIDE 32MM CONDUIT FOR TELEPHONE LINE RUN IN
 NBN CONNECTION TO BE SITE CHECKED BEFORE INSTALLATION
 NBN INSTALLATION AS PER GUIDELINES. PROVIDE ALL INTERNAL CONDUITS TO GARAGE WITH DRAMSTRONG TO SUIT FUTURE NBN REQUIREMENTS
 PROVIDE TREATMENT WHERE REQUIRED IN ACCORDANCE WITH CURRENT STANDARDS AS3660.1
 PRE-CONSTRUCTION PVC COLLARS TO BE FITTED TO ALL SERVICE PENETRATIONS PRIOR TO CONCRETE SLAB
 POST-CONSTRUCTION CHEMICAL BARRIER TO CONCRETE SLAB PERMETER
 DRIVEWAY MUST BE CONSTRUCTED PRIOR TO OCCUPATION OF THE DWELLING AND REQUIRES AT MINIMUM COLOURED CONCRETE FINISH

CALVERT PLACE



AREAS	
SITE AREA	220m ²
SITE COVERAGE	55% APPROX
SITE PERMEABILITY	24% APPROX



PROJECT : PROPOSED NEW DWELLING
 AT : LOT 1635 CALVERT PLACE, POINT COOK
 FOR : MR VLATKO VALJANOSKI

DATE : 26TH AUGUST 2020	DRAWN BY :	INITIALS
SCALE : 1:200 @A3	REV :	C1
JOB NO. :	SHEET NAME : SITE PLAN	C2
DRAWING :	PAGE NUMBER : 2 OF 10	B

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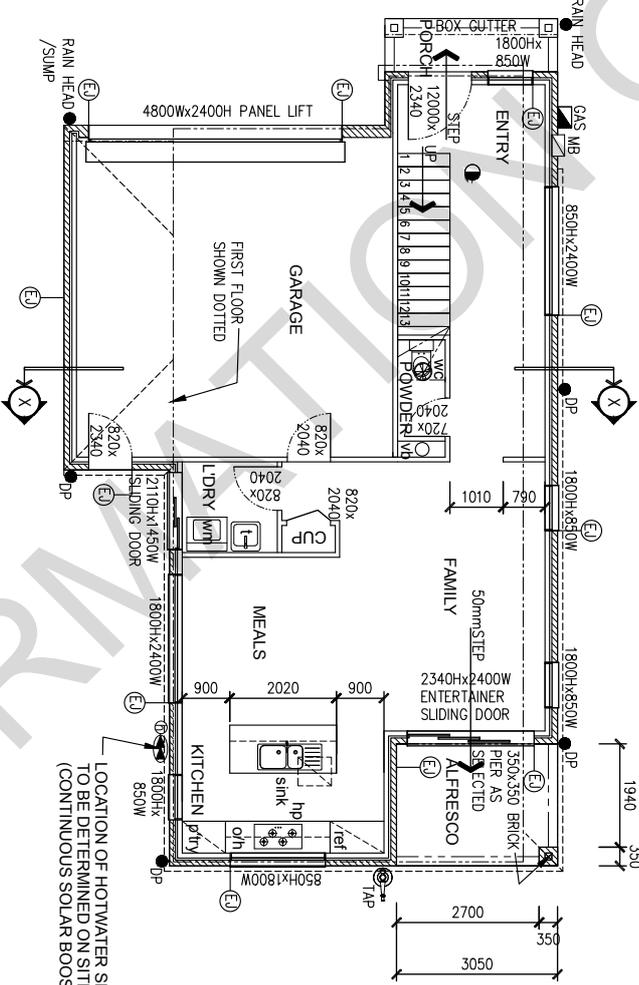
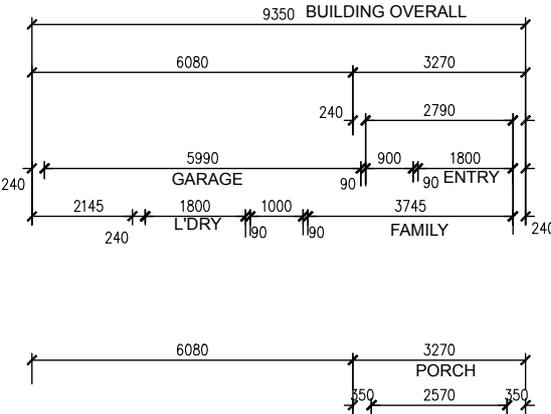
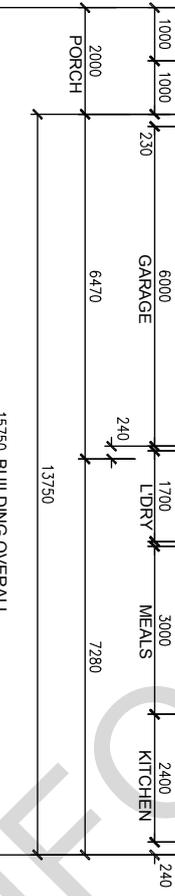
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MR VLATKO VALJANOSKI
 EMAIL: inspections@arkibuilding.com.au
 TEL: 9687 0318
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PROPOSED GROUND PLAN



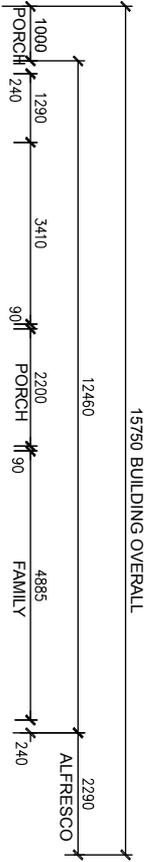
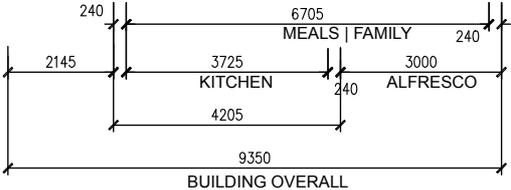
ELEVATIONS



LOCATION OF HOTWATER SERVICE TO BE DETERMINED ON SITE (CONTINUOUS SOLAR BOOSTED)

AREAS:	
GROUND FLOOR	72.13
FIRST FLOOR	92.28
GARAGE	39.25
PORCH	3.27
ALFRESCO	6.98
TOTAL	213.91 (23.02sq)

THERMAL INSULATION TO BE INSTALLED IN ACCORDANCE WITH ENERGY RATING REPORT



- ### NOTES
- 2040 HIGH FLUSH PANEL INTERNAL DOORS THROUGHOUT
 - THE THRESHOLD OF A DOORWAY MUST NOT INCORPORATE A STEP OR RAMP AT DOOR LEAF UNLESS THE DOOR SILL IS NOT MORE THAN 190mm ABOVE FINISHED SURFACE OF THE GROUND, BALCONY OR THE LIKE TO WHICH THE DOORWAY OPENS.
 - WC DOOR TO BE READILY REMOVABLE FROM THE OUTSIDE OF THE COMPARTMENT (LIFT-OFF HINGES)
 - FINAL LOCATION OF DOWNPipes AND BOX GUTTERS TO BE DETERMINED ON SITE.
 - EXHAUST FANS MUST BE DISCHARGED DIRECTLY OR VIA A SHAFT OR DUCT TO OUTDOOR AIR, OR TO BE A ROOF SPACE THAT IS VENTILATED IN ACCORDANCE WITH 3.8.7.4 [NCC, VOL2] 2019
 - ALL EXTERNAL WATERPROOFING IS TO BE IN ACCORDANCE WITH AS4654 PARTS 1 & 2. DETAILING AND TERMINATION OF MEMBRANES AT ALL EXTERNAL OPENINGS TO BE IN ACCORDANCE WITH TABLE A1 OF AS4654.2

PROJECT: PROPOSED NEW DWELLING

AT: LOT 1635 CALVERT PLACE, POINT COOK

FOR: MR VLATKO VALJANOSKI

DATE: 26TH AUGUST 2020

SCALE: 1:100 @A3

JOB NO.:

DRAWING:

DRAWN BY: INITIALS

REV:

SHEET NAME: GROUND

PAGE NUMBER: 3 OF 10

B

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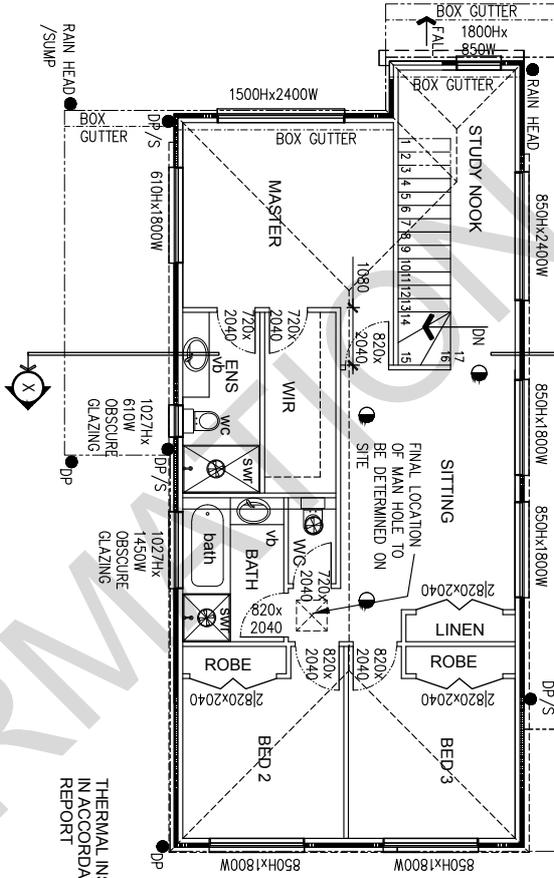
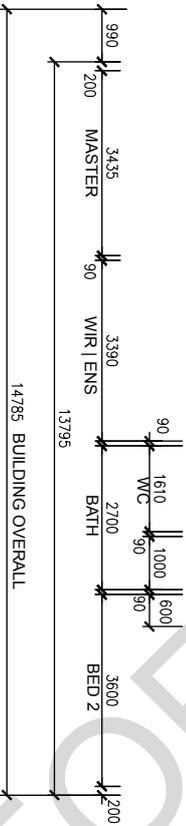
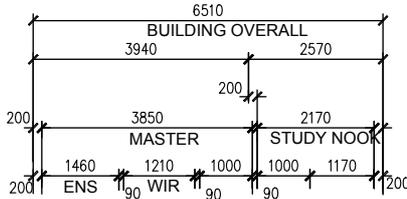
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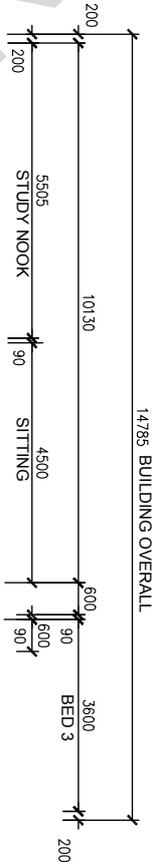
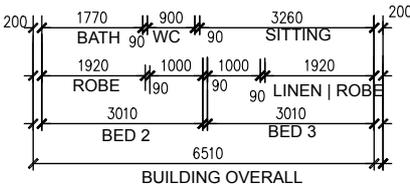
PROPOSED FIRST PLAN

1:100

ELEVATIONS



THERMAL INSULATION TO BE INSTALLED IN ACCORDANCE WITH ENERGY RATING REPORT



NOTES
2040 HIGH FLUSH PANEL INTERNAL DOORS THROUGHOUT
THE THRESHOLD OF A DOORWAY MUST NOT INCORPORATE A STEP OR RAMP AT DOOR LEAF UNLESS THE DOOR SILL IS NOT MORE THAN 190mm ABOVE FINISHED SURFACE OF THE GROUND, BALCONY OR THE LIKE TO WHICH THE DOORWAY OPENS.
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PROJECT : PROPOSED NEW DWELLING
 AT : LOT 1635 CALVERT PLACE, POINT COOK
 FOR : MR VLATKO VALJANOSKI

DATE : 26TH AUGUST 2020	DRAWN BY :	INITIALS
SCALE : 1:100 @A3	REV :	C1
JOB NO. :	SHEET NAME : FIRST FLOOR	C2
DRAWING :	PAGE NUMBER : 4 OF 10	B

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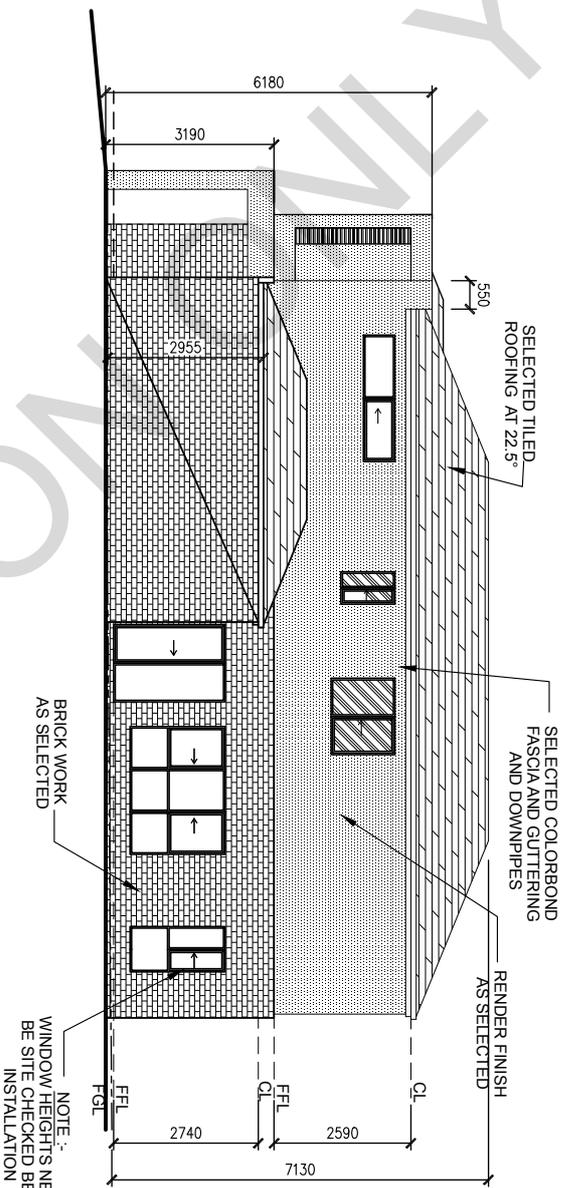
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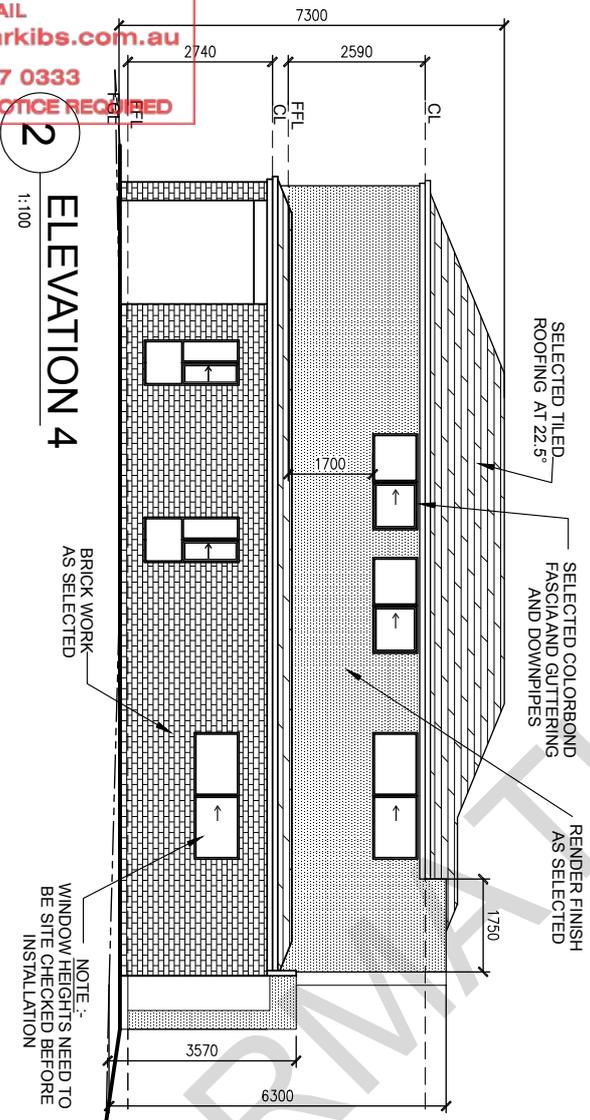
MR VLATKO VALJANOSKI
 EMAIL: inspections@arkibs.com.au
 TEL: 9687 0333
 MIN 24 HOURS NOTICE REQUIRED

NOTES
 MASONRY ARTICULATION: (E1)
 ALL BRICKWORK SHOULD BE WELL ARTICULATED BY THE PROVISION OF FULL HEIGHT ARTICULATION JOINTS AT A MAX CONTINUOUS SPACING OF 5m. BRICKWORK CONTROL JOINTS SHOULD BE PROVIDED AT OR NEAR CHANGES IN FOUNDATION SOIL / ROCK TYPE.
 86mm BRICK GAUGE

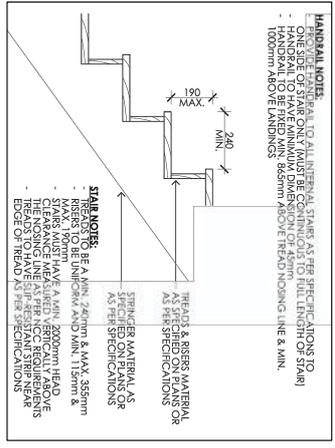


MATERIAL LEGEND

	SELECTED BRICK WORK FINISH
	GROUND FLOOR
	SELECTED 75mm RENDER FINISH
	SELECTED TILED ROOFING
	OBSCURE GLAZING
	MERBAU DECKING OR SIMILAR



2
 1:100
ELEVATION 4



STAIR DETAIL
 N/A



PROJECT : PROPOSED NEW DWELLING
 AT : LOT 1633 CALVERT PLACE, POINT COOK
 FOR : MR VLATKO VALJANOSKI

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JOB NO :	SHEET NAME : ELEVATIONS	C2
DRAWING :	PAGE NUMBER : 6 OF 10	B

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 TEL: 9687 0333
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MR VLATKO VALJANOSKI

1 TYPICAL GUTTER & FASCIA N/A

2 BOUNDARY GUTTER (GARAGE ONLY) N/A

PROJECT: PROPOSED NEW DWELLING

AT: LOT 1635 GALVERT PLACE, POINT COOK

FOR: MR VLATKO VALJANOSKI



DATE: 26TH AUGUST 2020

SCALE: 1:100 @A3

JOB NO.:

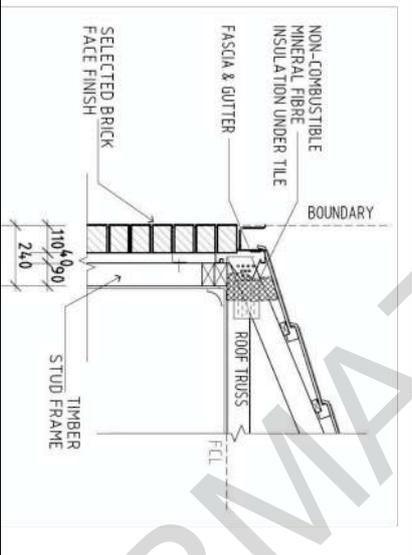
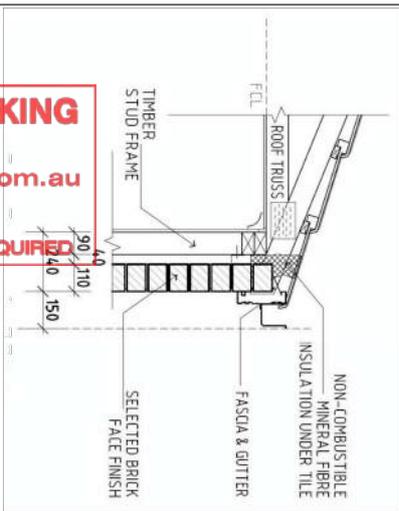
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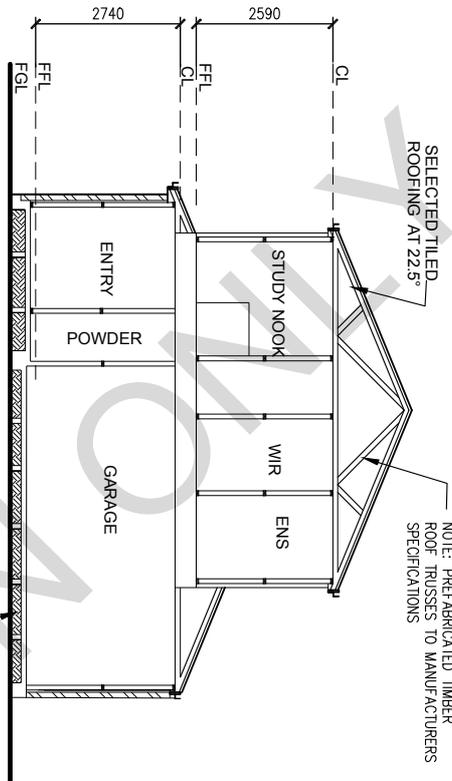
REV: C1

SHEET NAME: SECTION C2

PAGE NUMBER: 7 OF 10 B



1 SECTION X-X
1:100



REFER TO ENGR'S DRAWINGS FOR WAFFLE PLAN & DETAIL

NOTES

- STANDARD INCLUSIONS FOR ENERGY EFFICIENCY REQUIREMENTS:
 - ALUMINIUM IMPROVED WINDOWS THROUGHOUT
 - DOOR SEALS TO EXTERNAL AND UTILITY DOORS.
 - SEALS AROUND ALL EXTERNAL WINDOWS AND DOORS.
 - GLASSWOOL BATTS TO EXT. WALLS OF DWELLING
 - GLASSWOOL BATTS TO CEILINGS

FURTHER INCLUSIONS REQUIRED TO ACHIEVE 6 STAR ENERGY RATINGS TO BE CONFIRMED UPON RECEIPT OF APPROVED REPORT FROM ACCREDITED ENERGY RATER

NOTE:

PROVIDE INSULATION TO:- EXTERNAL DWELLING WALLS, WALL BETWEEN GARAGE AND HOUSE AND CEILING DIRECTLY UNDER ROOF SPACE

EXCLUDES:-

INSULATION TO GARAGE CEILING SPACE, GARAGE EXTERNAL WALLS AND GROUND FLOOR CEILING UNDER 1st FLOOR OF DOUBLE STOREY HOMES

ALL STRUCTURAL TIMBER SIZES TO BE IN ACCORDANCE WITH A.S.1684 NATIONAL TIMBER FRAMING CODE

REFER TRUSSES TO MANUFACTURERS DESIGN & SPECIFICATION

DIMENSIONS TO STRUCTURAL TIMBERS AND FACE OF BRICKS EXCLUDING BATTENS, PLASTERBOARD, ETC.

STEPS / STAIRS TREADS MIN 250mm RISERS MAX 190mm HANDRAILS & BALUSTRADES 1000mm MIN HIGH, BALUSTERS MAX 125mm SPACING

PROVIDE BACKFILL TO ALL EXTERNAL OPENINGS TO PROVIDE A 190mm MAX. STEP UP INTO HOUSE AS PER BCA REQUIREMENTS.

OVERFLOW PROVISIONS FOR BOX-GUTTERS

Plumbers are reminded that roof drainage systems need to be designed and installed with appropriate overflow provision. Failure to install appropriately sized and positioned overflow devices can lead to serious damage to buildings and contents, often resulting in hefty insurance claims.

To avoid problems, plumbers need to calculate the hydraulic capacity of a box gutter and when designing overflow devices, consider whether the discharge of the box gutter is to:

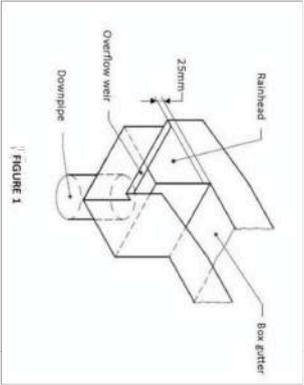
- a) a rainhead
- b) a sump with a side overflow device; or
- c) a sump with a high-capacity overflow device.

All of the above options provide overflow provision to the box gutter. The hydraulic capacity of these overflow devices must not be less than the design flow for the associated gutter outlet and must discharge to atmosphere. AS/NZS 3500.3 Plumbing and Drainage Part 3: Stormwater drainage, assumes an average recurrence interval (ARI) of 100 years for box gutters in Australia.

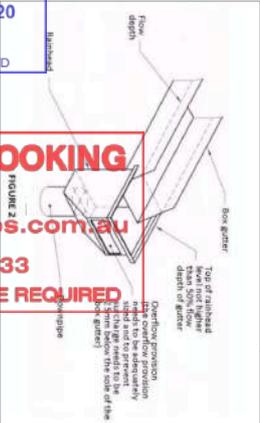
Rainheads

Overflow devices that discharge from a rainhead do not require an increase in depth of flow in the box gutter.

To ensure that adequate overflow provision is made and any surcharge is accommodated, the overflow weir of the rainhead is to be 25mm below the sole of the gutter and be fully open above the weir at the front of the rainhead (see Figure 1).



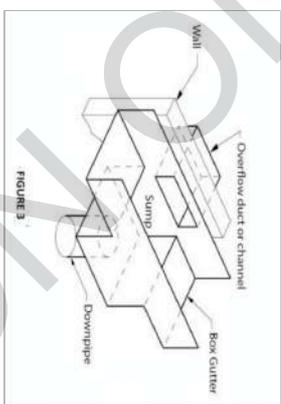
As an alternative, the top of the rainhead may be installed so that it is no higher than 50 per cent of the flow depth of the box gutter, consistent with SAA HB39 Installation code for metal roof and wall cladding Section 5 Clause 5.7.3, and Figure 5.7.3 to prevent internal flooding or damage to the building or contents (see Figure 2).



The width of the rainhead is to be at least equal to the width of the box gutter and the box gutter needs to be sealed to the rainhead. The hydraulic capacity of the overflow device must be no less than the design flow for the associated box gutter outlet. Overflow devices need to discharge to the atmosphere in such a way as to prevent damage to buildings and property.

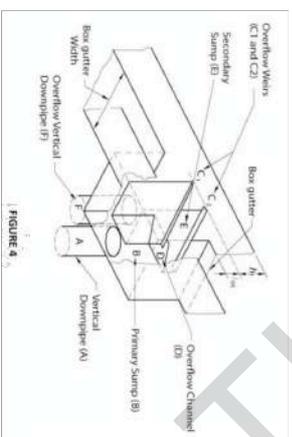
Sump with a side overflow device

Sumps do require an increase in the depth of flow in the box gutter and gutters are to be fitted with either side overflows (see Figure 3) or high capacity overflows (see Figure 4).



Sump with a high capacity overflow device

Where high capacity overflows are fitted, in the event of a blockage in the normal vertical downpipe (A), the water level in the primary sump (B) will rise to and overflow the overflow weirs C1 and C2 (each weir length is equal to the width of the adjacent box gutter). It will flow either directly or indirectly via the overflow channel (D) to the secondary sump (E) and then to the overflow vertical downpipe (F).



- Notes:**
- The layout of a sump / side overflow device may have to be varied due to building constraints.
 - Where designed, the sides of the sump / high-capacity overflow device may be perforated to flush the overflow downpipe (F).
 - The normal vertical downpipe outlet (A) may be moved longitudinally to clear the overflow channel to enable better inspection and maintenance access.

More information:
Contact the Victorian Building Authority Plumbing Technical Advice line on 1300 815 127

FIGURE 3 – PROVIDING FOR OVERFLOW OF EXTERNAL LEAVES GUTTERS (LA)

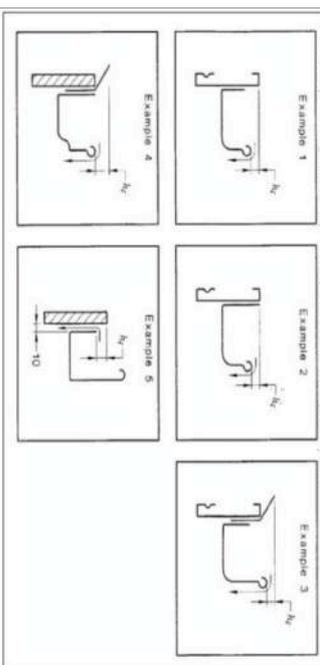
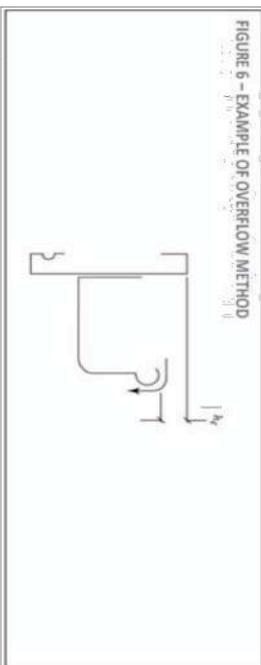


FIGURE 6 – EXAMPLE OF OVERFLOW METHOD



Plumbers must install the box gutter system in accordance with AS/NZS 3500.3, AS/NZS 3500.5, HB 114 and HB 39.

BUILDING PERMIT
Building Act 1993 Building Regulations 2018
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INSPECTION BOOKING
MR VLATKO VALJANOSKI
EMAIL: inspections@arkibs.com.au
PHONE: 9687 0333
MIN 24 HOURS NOTICE REQUIRED

PROJECT: PROPOSED NEW DWELLING
AT: LOT 1635 CALVERT PLACE, POINT COOK
FOR: MR VLATKO VALJANOSKI

DATE: 26TH AUGUST 2020	DRAWN BY:	INITIALS
SCALE: NA@A3	REV:	C1
JOB NO.:	SHEET NAME: DETAILS	C2
DRAWING:	PAGE NUMBER: 8 OF 10	B

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1

1:100

FLOOR COVERINGS



PROJECT : PROPOSED NEW DWELLING

AT : LOT 1635 CALVERT PLACE, POINT COOK

FOR : MR VLATKO VALJANOSKI

DATE : 26TH AUGUST 2020

SCALE : 1:100 @A3

JOB NO. :

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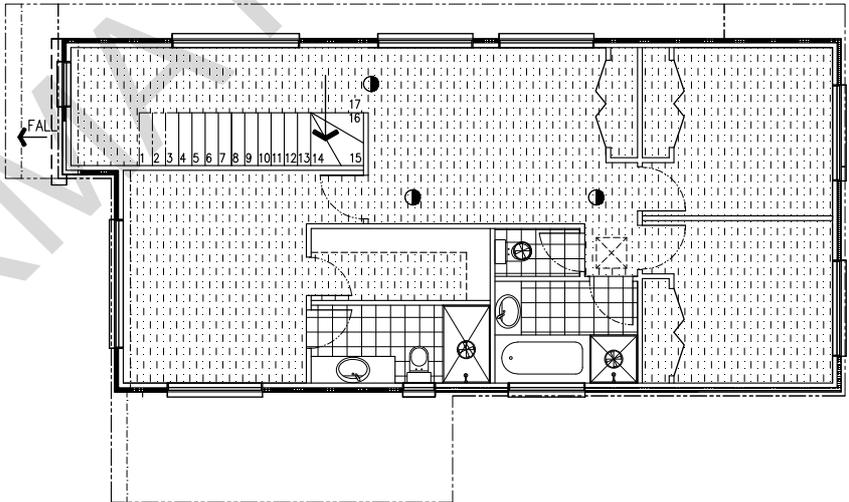
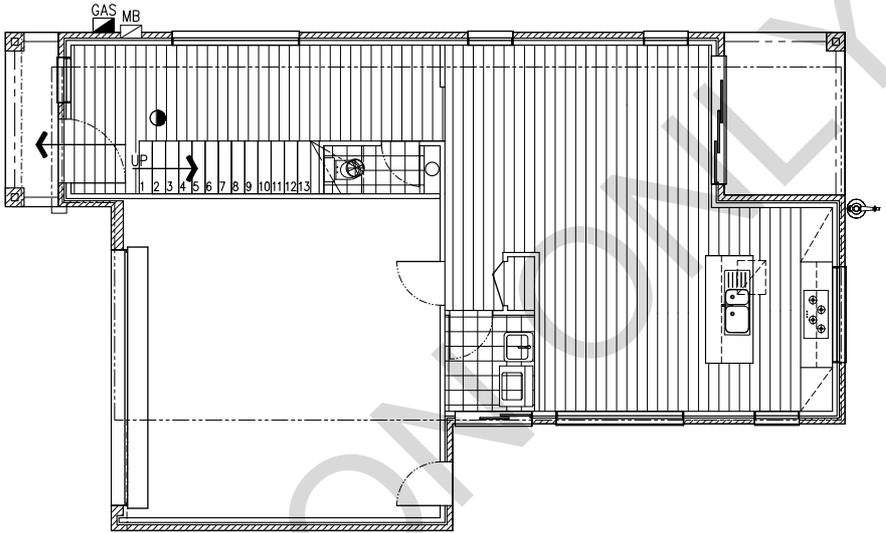
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REV. : C1

SHEET NAME : FLOOR COVERINGS\$C2

PAGE NUMBER: 9 OF 10

B



LEGEND	
	SELECTED FLOOR TILING
	SELECTED CARPET
	SELECTED POLISH FLOORING

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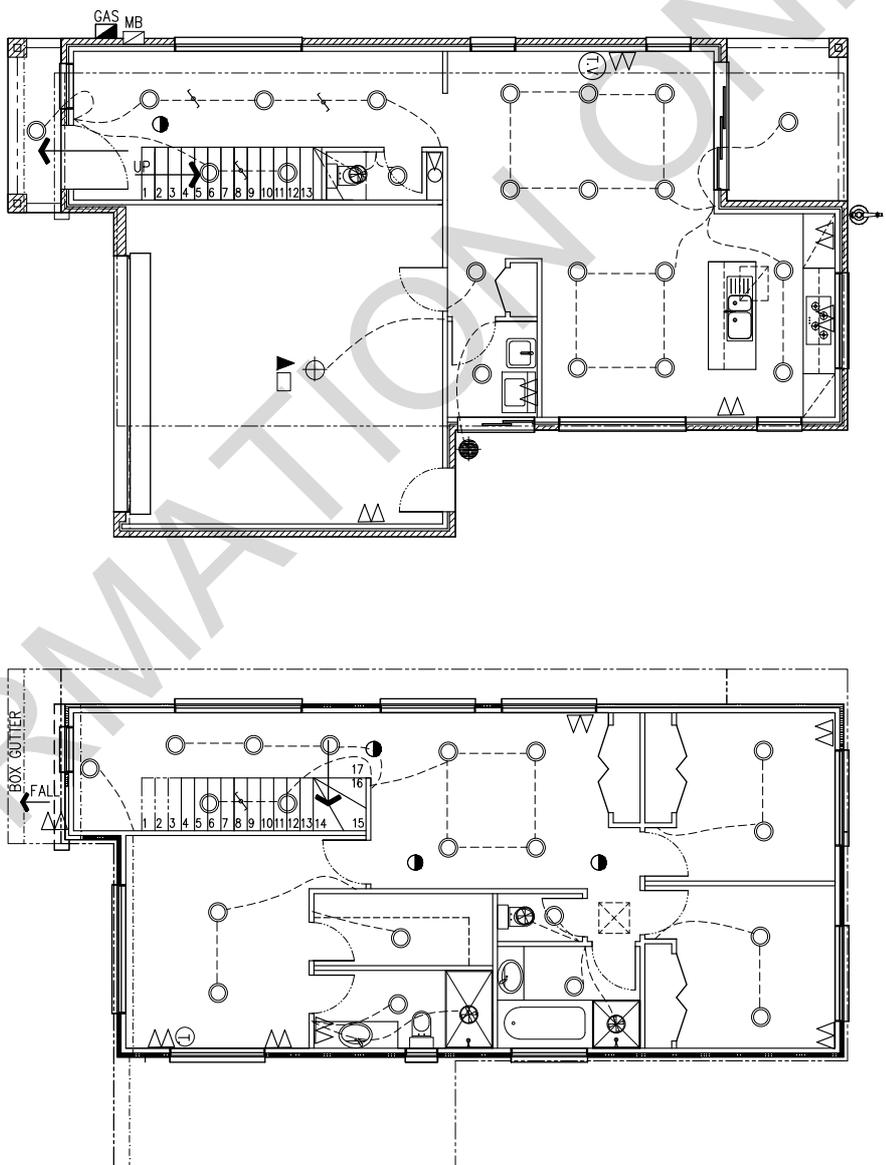
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MR VLATKO VALJANOSKI
EMAIL: inspections@arkibs.com.au
TEL: 9687 0333
MIN 24 HOURS NOTICE REQUIRED

LEGEND

- BATTEN HOLDER
- EXTERNAL BATTEN HOLDER
- DOWNLIGHT
- ⊕ WALL MOUNTED LIGHT
- ⊕ WALL MOUNTED EXTERNAL PARAFLOOD LIGHT
- ⊕ WALL MOUNTED EXTERNAL SENSOR LIGHT
- △ SINGLE GPO
- △△ DOUBLE GPO
- SMOKE ALARM
- ⬆ DOUBLE EXTERNAL GPO
- ⊕ CEILING EXHAUST FAN
- ⊕ HEAT-LIGHT FAN COMBO
- ⊕ CEILING FAN
- ⊕ SINGLE SWITCH
- ⊕ TWO - WAY LIGHT SWITCH
- ⊕ LIGHT SWITCH WITH DIMMER
- ⊕ DATA POINT
- ⊕ PHONE POINT
- ⊕ TV OUTLET
- ⊕ ANTENNA
- ⊕ EVAPORATIVE COOLING VENT
- ⊕ DUCTED HEATING CONTROL
- ⊕ DUCTED HEATING CEILING VENT
- ⊕ ALARM CONTROLLER PANEL
- ⊕ ALARM BOX

1 ELECTRICAL PLAN
1:100



PROJECT : PROPOSED NEW DWELLING

AT : LOT 1635 CALVERT PLACE, POINT COOK

FOR : MR VLATKO VALJANOSKI

DATE : 26TH AUGUST 2020

SCALE : 1:100 @A3

JOB NO. :

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REV. :

SHEET NAME : ELECTRICAL

PAGE NUMBER : 10 OF 10

INITIALS

C1

C2

B

LEGAL POINT OF DISCHARGE INFORMATION CERTIFICATE

BUILDING REGULATIONS 2018 - REGULATION 133(2)

Bogdan Veljanoski
22 Shaftsbury Boulevard
POINT COOK VIC 3030

Council reference: SWE2274/20

PROPERTY DETAILS:

21 Calvert Place POINT COOK VIC 3030
V 11990 F 306 L 1635 PS 749015 Tarneit Parish

LEGAL POINT OF DISCHARGE INFORMATION

The following information is issued pursuant to regulation 133(2) of the Building Regulations 2018.
Stormwater catchment from the allotment is to be directed to the:

Front	X
Rear	
Side	
Left	X
Right	
Centre	X

Notes:

- The Legal Point of Discharge refers to a location only. It does not refer to a physical pipeline.
- Front refers to the designated roadway allocated to the property address.
(example: The frontage of 45 Princes Highway is the Princes Highway).

Stormwater is to be discharged from the allotment via a private house drain pipeline connected to the following Council drainage infrastructure:

Roadside Kerb & Channel	
Barrel Drain or Pit	X
Open Culvert	

Note: A private house drain pipeline should already be servicing the allotment. If a pipeline has not been provided by the land developer, installation is the responsibility of the builder/property owner. A 'Consent for works' application must be submitted and approved by Council for consent to connect to Council drainage infrastructure.

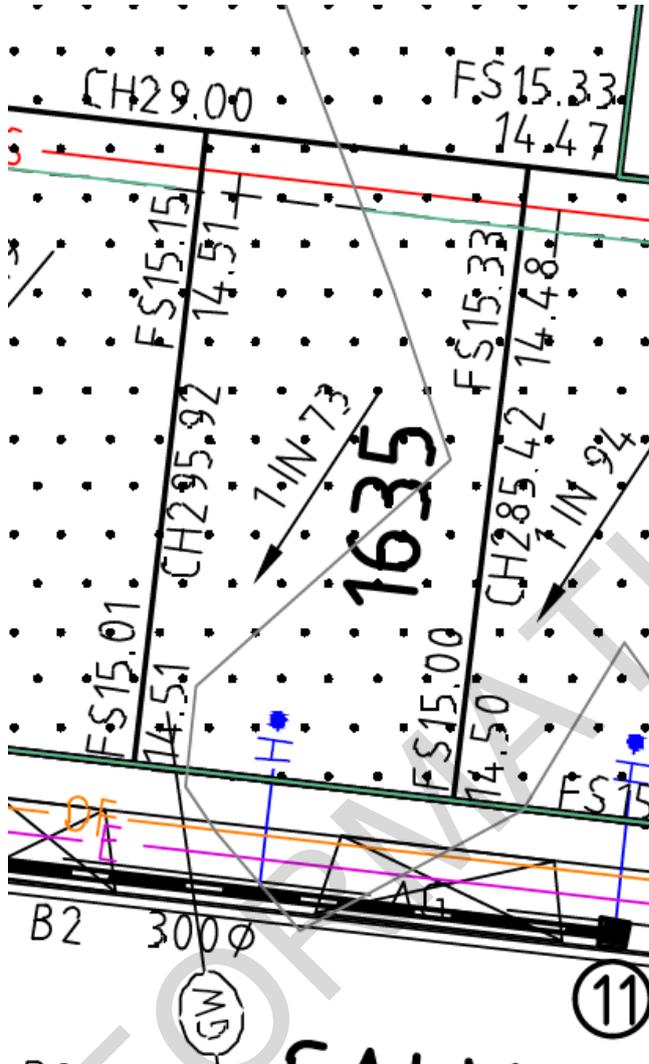
EASEMENT INFORMATION

The following additional information is provided in relation to Council drainage infrastructure contained within easements on the allotment or upon adjoining properties. This does not include Council drainage infrastructure within nature strips or under footpaths.

Front	Offset	m	Depth	m	Drain Size	mm
Front	Offset	m	Depth	m	Drain Size	mm
Rear	Offset	m	Depth	m	Drain Size	mm
Rear	Offset	m	Depth	m	Drain Size	mm
Side	Offset	m	Depth	m	Drain Size	mm
Side	Offset	m	Depth	m	Drain Size	mm

Issued by: Nayana Prabhakar
Date issued: 26 June 2020

The information contained on the following plan/diagram is indicative only. Council shall not be held liable for the validity of the information provided. All conditions/services are to be confirmed on-site by the applicant prior to the commencement of development.



Yours faithfully



GEOFFREY YOULA
COORDINATOR ASSET REHABILITATION

FREQUENTLY ASKED QUESTIONS

How do I apply for an additional Legal Point of Discharge?

If you believe the provided point is inadequate, you are required to email a copy of this certificate along with a copy of a site plan showing the proposed additional location, and detailed information to support your proposal to mail@wyndham.vic.gov.au

How do I apply for an alternate Legal Point of Discharge?

If you believe the provided point is impractical, you are required to email a copy of this certificate along with a copy of a site plan showing the proposed alternate location, and detailed information to support your proposal to mail@wyndham.vic.gov.au

Who do I submit a drainage plan to for approval based on a Town Planning condition?

Drainage plans are to be submitted to Councils Water & Drainage Engineers via mail@wyndham.vic.gov.au

Does each lot require a separate Legal Point of Discharge if I plan to subdivide?

Each subdivided lot must have a Legal Point of Discharge and the provision to discharge into Councils drainage infrastructure. If a lot does not have direct access to Councils drainage infrastructure, you will be required to implement a private easement through the other lots in your subdivision.

Who is responsible for maintaining the private house drain?

The private house drain is owned and maintained by the owner of the property that the pipeline services. This includes situations where the pipeline extends into the nature strip to access Councils drainage infrastructure.

How do I know the exact location or depth of my private house drain?

Council is unable to provide details of the exact location or depth of a private house drain as that type of information is not provided by land developers. Council only holds information relating to its own drainage infrastructure.

How do I know where my private drainage pipes are around my house?

Generally, private drainage pipe information can be found on the building plans for your house, however this will depend on the age of your house and the Building Regulations applicable at that time. If you do not have a copy of the building plans, copies can be purchased from Council's Building Department.

Is stormwater and sewerage the same thing?

Stormwater and sewerage are separate systems with their own designated pipelines. It is pivotal that the stormwater and sewerage systems operate independent of each other and remain contained within their own separate pipelines to avoid contamination, health and safety, and environmental issues.

Stormwater relates to the capture and disposal of rainwater from the roof of your house or building, hard surfaces such as concrete or overland flow from the natural ground. Rainwater discharges via your private house drain into Councils drainage system, which subsequently discharges into a Melbourne Water drainage reserve.

Sewerage relates to the disposal of waste from your house or building which is generated by sinks, showers, toilets and washing machines. Waste from your private sewerage pipes is diverted into City West Waters sewerage system.

Created at 26 November 2025 03:33 PM

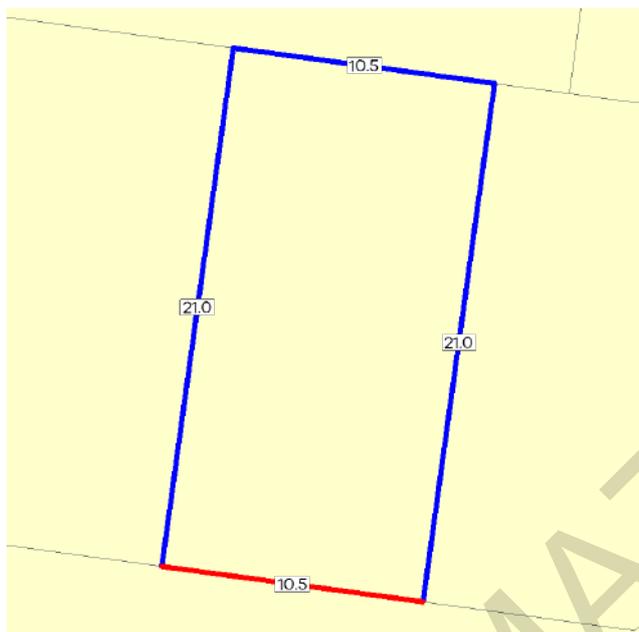
PROPERTY DETAILS

Address: **21 CALVERT PLACE POINT COOK 3030**
 Lot and Plan Number: **Lot 1635 PS749015**
 Standard Parcel Identifier (SPI): **1635\PS749015**
 Local Government Area (Council): **WYNDHAM**
 Council Property Number: **236245**
 Directory Reference: **Melway 207 B3**

www.wyndham.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 220 sq. m

Perimeter: 63 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **POINT COOK**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



 Selected Property

INFORMATION ONLY

From www.planning.vic.gov.au at 26 November 2025 03:33 PM

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[Planning Scheme - Wyndham](#)

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 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **POINT COOK**
OTHER
 Registered Aboriginal Party: **Bunurong Land Council
 Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria & Country
 Fire Authority**

[View location in VicPlan](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



GRZ - General Residential

UGZ - Urban Growth

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlay

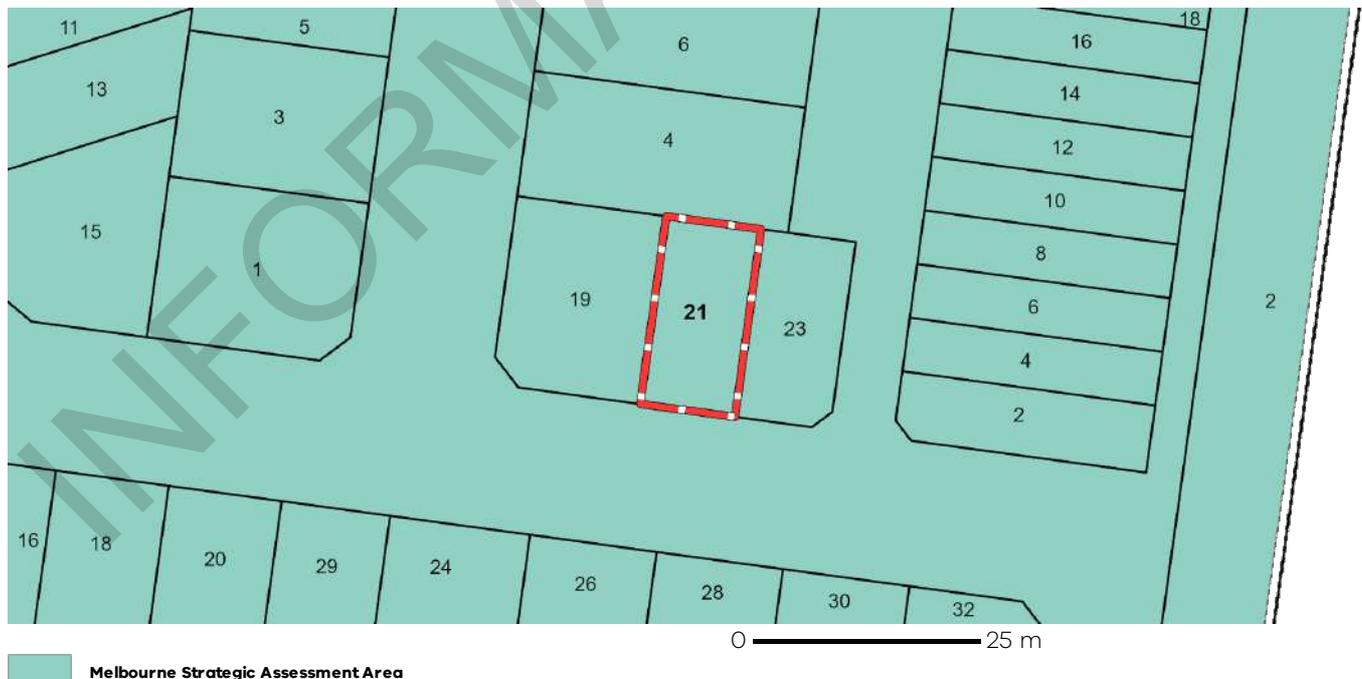
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 12 \(DCPO12\)](#)



Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 14 November 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.vic.gov.au/vicplan/>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)