

Contract of Sale of Land

Property:

2619 Whittlesea-Yea Road, Flowerdale VIC 3717

Mountain Ranges Conveyancing Pty Ltd
WHITTLESEA VIC 3757
Tel: 03 9923 7493 / 0491 286 220
PO Box 346, Whittlesea VIC 3757
Ref: KG:LH:2626

Contract of Sale of Land

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

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

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/...../2024

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/...../2024

Print names(s) of person(s) signing: Damien John Crowley

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate - Whittlesea
Address: Shop 1, 75 Church Street, Whittlesea VIC 3757
Email: deanzammit@stonerealestate.com.au
Tel: 03 9716 2000 Mob: 0405 140 704 Fax: _____ Ref: Dean Zammit

Vendor

Name: Damien John Crowley
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Mountain Ranges Conveyancing Pty Ltd
Address: PO Box 346, Whittlesea VIC 3757
Email: kathryn@mountainrangesconveyancing.com.au
Tel: 03 9923 7493 Mob: 0491286220 Fax: _____ Ref: 2626

Purchaser's estate agent

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

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 9960 Folio 068	2	PS 301051F

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: 2619 Whittlesea-Yea Road, Flowerdale VIC 3717

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

Payment

Price \$ _____

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

Balance \$ _____ payable at settlement

Deposit bond

~~General condition 15 applies only if the box is checked~~

Bank guarantee

~~General condition 16 applies only if the box is checked~~

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.

Lease (general condition 5.1)

~~At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:~~

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)

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

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof. The Purchaser having been supplied with the Statement required by Section 32(2)(c) of the Sale of Land (Amendment) Act 1982 purchases subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the said land.

4. GST Withholding Notice

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property. By signing this Contract of Sale, the Purchaser hereby accepts this Special Condition as the required notice pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth) and in accordance with General Condition 25.3 of this Contract of Sale.

5. Identity of the Land

The Purchaser hereby acknowledges and agrees that an omission or mistake in the description of the property of any deficiency in the area, description or measurements of the land does not invalidate the sale. The Purchaser may not make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements or require the Vendor to amend Title or pay any costs of amending Title.

6. Solar

If the property includes solar panels, the purchaser acknowledged that:

- i. The Vendor makes no warranties as to the condition of the solar panels; and
- ii. The Vendor makes no warranties as to any savings that may be available to the purchaser as a result of the existence of the solar panels; and
- iii. The purchaser must comply with any relevant regulations imposed currently or in the future by any regulatory authority which may apply to the solar panels and will not call upon the Vendors for any matter relating to the same; and
- iv. The purchaser agrees to indemnify and keep indemnified, the vendor, against any non-compliance of any regulation by the Vendor from the day of sale.

7. Auction

If the property is offered for sale by public auction, it is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

8. Chattels

The property in any chattels sold by this Contract shall not pass to the Purchaser until payment in full of the purchase price.

9. Guarantee

If the Purchaser shall be or include a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor.

10. Default

10.1 The Vendor gives notice to the Purchaser that, if the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Purchaser will be required to pay, in addition to interest payable on the balance of the purchase monies under the Contract, the following losses and expenses (Compensation) which the Vendor may incur:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for Settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between solicitor and Vendor on a full indemnity basis;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property; and
- (f) any further costs, damages or loss whatsoever sustained by the Vendor as a result of the Purchaser's failure to complete as aforesaid.

10.2 The Vendor's right to receive payment of the losses and expenses referred to in Special Condition 10.1 shall be in addition to the rights conferred on the Vendor pursuant to General Condition 35.4.

10.3 The purchaser expressly acknowledges and agrees that;

- (a) the Vendor shall not be required to complete Settlement unless an amount equivalent to the Compensation being claimed by the Vendor is tendered by the Purchaser at Settlement; and
- (b) Compensation will continue to accrue until settlement is effected.

11. Variation

Any Variation to this Contract shall not be binding unless it is in writing by or on behalf of both Vendor and Purchaser and, without limiting the foregoing, may be signed electronically, by Counterpart execution or exchange of e-mails or a combination of. In any such Variation, it is warranted, acknowledged, and agreed that each party's Conveyancer has Authority to complete Variations to this Contract for their respective Clients, and any such Variation shall not constitute a new Contract, and where the Cooling Off rights of the Purchaser have expired or do not apply, such Variation does not add; trigger or recommence any Cooling Off rights for the Purchaser.

GC 23 – special condition

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

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 that 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 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. 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 lodgement 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 lodgement 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 lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement 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 lodgement.
- 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 lodgement 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 lodgement 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:
- immediately applied for the loan; and
 - did everything reasonably required to obtain approval of the loan; and
 - 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
 - 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:
- 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;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - 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:
- 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;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - 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:
- 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
 - the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - the vendor is taken to own the land as a resident Australian beneficial owner; and
 - 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 lodgement 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 lodgement 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 lodgement 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.
-

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 2024

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	2619 WHITTLESEA-YEA ROAD, FLOWERDALE VIC 3717
-------------	---

Vendor's name	Damien John Crowley	Date
Vendor's signature	<i>Damien Crowley</i> _____	17/09/2024

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: \$3,500.00

Authority	Amount
(1) Murrindindi Shire	\$2,283.45

Any further amounts for which the purchaser(s) may become liable as a consequence of the purchase are as set out below:-

- Owners Corporation fees, including fees for any Owners Corporation which was not operative at the Day of Sale but which may become operative after the Day of Sale, and/or any Special Levies struck after the Day of Sale (if applicable);
- Land Tax, if the property has been assessed for Land Tax after this Vendor's Statement has been prepared. The Purchaser will also be responsible for and Land Tax assessed for following years if the property is not exempt as the Purchaser's principal place of residence;
- Annual increases in all rates and outgoings if the Day of Sale falls into the next rating period after this Vendor's Statement was prepared.

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

Not Applicable

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. 110.3
(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:

- Are contained in the attached certificates and/or statements. Other than those disclosed herein, none to the Vendors' knowledge. The Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

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):

Not Applicable

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 checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" 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

Is attached

13. ATTACHMENTS

1. Register Search Statement;
2. Plan and Covenant PS301051F;
3. Covenant D740083;
4. DELWP Planning Certificate;
5. VicPlan Planning Property Report;
6. Rates Certificate;
7. Building Permit (Dwelling)
8. Occupancy Permit;
9. Builders Warranty Insurance; and
10. Section 137b Owner Builder Defect Report.

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 09960 FOLIO 068

Security no : 124118175786M
Produced 11/09/2024 03:55 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 301051F.

PARENT TITLES :

Volume 08544 Folio 382 to Volume 08544 Folio 383

Created by instrument PS301051F 03/07/1990

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

DAMIEN JOHN CROWLEY of 2619 WHITTLESEA-YEA ROAD FLOWERDALE VIC 3717
AX977146X 08/05/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX977147V 08/05/2024
COMMONWEALTH BANK OF AUSTRALIA

COVENANT (as to whole or part of the land) in instrument D740083

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.

DIAGRAM LOCATION

SEE PS301051F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 2619 WHITTLESEA-YEA ROAD FLOWERDALE VIC 3717

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 08/05/2024

DOCUMENT END



Imaged Document Cover Sheet

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Document Identification	PS301051F
Number of Pages (excluding this cover sheet)	2
Document Assembled	11/09/2024 15:55

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PLAN OF SUBDIVISION	STAGE NO.	LTO use only EDITION 4	Plan Number PS 301051 F
----------------------------	-----------	----------------------------------	-----------------------------------

Location of Land
Parish: FLOWERDALE
Township:
Section: B
Crown Allotment: 6
Crown Portion:

LTO Base Record: LITHO FLOWERDALE SHEET 2
Title Reference: C.T. VOL. 8544. FOL. 383.
VOL. 8544. FOL. 382.
Last Plan Reference:
Postal Address: 51 YEA ROAD FLOWERDALE
(at time of subdivision)

AMG Co-ordinates E 347,450 Zone: 55
(of approx. centre of land in plan) N 5,862,050

Council Certificate and Endorsement

Council Name: SHIRE OF YEA Ref: 90/17

- This plan is shired under section 6 of the Subdivision Act 1988.
- ~~This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /~~
- ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~
OPEN SPACE
(i) A requirement for public open space under section 18 of the Subdivision Act 1988 ~~has~~/has not been made.
(ii) ~~The requirement has been satisfied.~~
(iii) ~~The requirement is to be satisfied in Stage.....~~

Council delegate
~~Council seal~~
Date 7 / 6 / 90

Re-certified under section 11(7) of the Subdivision Act 1988
DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 90 / 4 / 90
Council Delegate
~~Council Seal~~
Date 7 / 6 / 90

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

Staging This is/is not a staged subdivision
Planning Permit No. 2545

Depth Limitation
15.24 METRES BELOW THE SURFACE APPLIES TO ALL LAND IN THE PLAN.

WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

Survey This plan is/~~is not~~ based on survey
This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.

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	DRAINAGE	2.01	L.P. 66298	LOTS IN L.P. 66298
E-2	ELECTRICITY SUPPLY	15.24	L.P. 66298	LOTS IN L.P. 66298
E-3	DRAINAGE	2.01	C.E. C 565997	SHIRE OF YEA.
E-4	ELECTRICITY SUPPLY DRAINAGE	15.24 2.01	L.P. 66298 C.E. C 565997	LOTS IN L.P. 66298 SHIRE OF YEA.
E-5	DRAINAGE DRAINAGE	2.01 2.01	L.P. 66298 C.E. C 565997	LOTS IN L.P. 66298 SHIRE OF YEA.

LTO use only

Statement of Compliance/Exemption Statement

Received
Date / /

LTO use only

PLAN REGISTERED
TIME
DATE 3 / 7 / 90
[Signature]
Assistant Registrar of Titles
Sheet 1 of 2 Sheets

PEYTON WAITE PTY. LTD.
CONSULTING LAND SURVEYORS.
353 PLENTY ROAD, PRESTON 3072.
TELEPHONE 478 4933 FAX 470 6992.

LICENSED SURVEYOR (PRINT).....
SIGNATURE..... DATE / /
REF 6080 VERSION 2

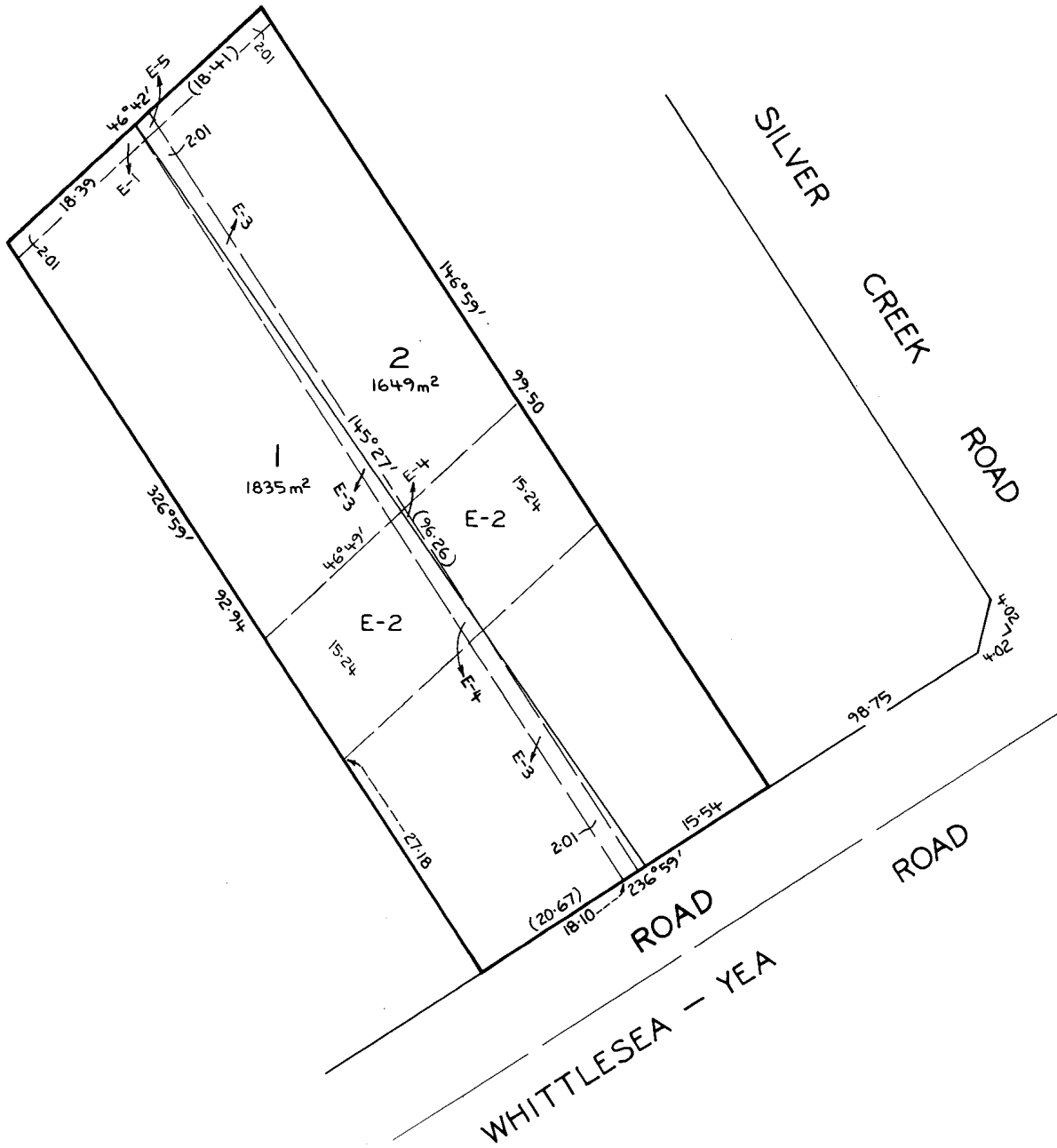
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 301051 F



PEYTON WAITE PTY. LTD.

CONSULTING LAND SURVEYORS
 353 PLENTY ROAD PRESTON 3072.
 TELEPHONE 478 4933 FAX 470 6992

Sheet 2 of 2 sheets

ORIGINAL		SCALE	
SCALE	SHEET SIZE	5 0 10 20	
1:500	A3	LENGTHS ARE IN METRES	

LICENSED SURVEYOR (PRINT).....
 SIGNATURE..... DATE / /
 REF **6080** VERSION 2

DATE / /
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3



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DD740083-1-8

D740083

6.00 A.M.T D740083 842745 JUN-8-70

DOYLE & KERR

REGD

VICTORIA

TRANSFER OF LAND

\$11-25

SOUTHERN LAND & FINANCE CORPORATION PROPRIETARY LIMITED -----

formerly of 94 Grange Road Toorak but now of 3 Myrnong Crescent Toorak being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of EIGHT HUNDRED AND NINETY-SIX DOLLARS (\$896.00) paid to it by -----

Handwritten initials

ROBERT BENNETT ^{*Hardenor*} ~~*Gardner*~~ and GLADYS WINIFRED BENNETT Married - Woman both of 5 Plenty Road Mont Park DO HEREBY TRANSFER to

the said Robert Bennett and Gladys Winifred Bennett as joint -- proprietors all its estate and interest in so much as lies ---

above the depth of fifty feet below the surface of ALL THAT - piece of land being Lot 28 on Plan of Subdivision Number 66298

Parish of Flowerdale County of Anglesey and being the land --- described in Certificate of Title Volume 8544 Folio 383 AND -

the said Robert Bennett and Gladys Winifred Bennett for themsel- ves their heirs executors administrators and transferees the --

registered proprietor or proprietors for the time being of the land hereby transferred and of every part thereof DOTH HEREBY

and as separate covenants COVENANT with the said Southern --- Land & Finance Corporation Proprietary Limited its successors -

assigns and transferees and other registered proprietor or pro- prietors for the time being of the land comprised in the said -

Plan of Subdivision and every part or parts thereof (other --- than the land hereby transferred) that they will not erect on -

the land hereby transferred or any part or parts thereof any -- buildings which are suitable for habitation unless toilet -----

facilities equipped with a septic closet or septic tank or any other method providing for disposal of sanitary matter as is --

acceptable to the Health Inspector of the Municipality in which the said land is situated are installed on or before the -----

VICTORIA-STAMP DUTY

JUN-5-70 193191 36261

LEA101S****11-25

K

completion of the erection of such buildings and this covenant shall appear on the Certificate of Title to issue for the said land hereby transferred and run with the said land.

DATED the *4th* day of *June* One thousand nine hundred and seventy.

EXECUTED by SOUTHERN LAND & FINANCE CORPORATION PROPRIETARY LIMITED by being Signed Sealed and Delivered in Victoria by its Attorney PHILIP JOHN PEARCE under Power Registered Number 167232 in the presence of :

Caroline Pearce

Philip J. Pearce

SIGNED by the said ROBERT BENNETT in the State of Victoria in the presence of :

Robert Bennett
S. Noad

SIGNED by the said GLADYS WINIFRED BENNETT in the State of Victoria in the presence of :

Gladys Winifred Bennett
S. Noad

Encumbrance referred to

Creation of Easement Number C.565997.



DD740083-2-4

A memorandum of the within instrument
has been entered in the Register Book.



DATED 1970

SOUTHERN LAND & FINANCE CORPOR-
ATION PROPRIETARY LIMITED

- to - 6

MR. R. & MRS. G. W. BENNETT

TRANSFER OF LAND

DOYLE & KERR,
Solicitors,
108 Queen Street,
MELBOURNE, VIC. 3000.
MKC:KS

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1067998

APPLICANT'S NAME & ADDRESS

**MOUNTAIN RANGES CONVEYANCING C/- TRICONVEY2
(RESELLER) C/- LANDATA**

DOCKLANDS

VENDOR

CROWLEY, DAMIEN JOHN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

414017

This certificate is issued for:

LOT 2 PLAN PS301051 ALSO KNOWN AS 2619 WHITTLESEA-YEA ROAD FLOWERDALE
MURRINDINDI SHIRE

The land is covered by the:

MURRINDINDI PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a TOWNSHIP ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1
- and a BUSHFIRE MANAGEMENT OVERLAY
- and a LAND SUBJECT TO INUNDATION OVERLAY
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/murrindindi>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

11 September 2024

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

From www.planning.vic.gov.au at 09 September 2024 08:44 PM

PROPERTY DETAILS

Address: **2619 WHITTLESEA-YEA ROAD FLOWERDALE 3717**
 Lot and Plan Number: **Lot 2 PS301051**
 Standard Parcel Identifier (SPI): **2\PS301051**
 Local Government Area (Council): **MURRINDINDI**
 Council Property Number: **11035**
 Planning Scheme: **Murrindindi**
 Directory Reference: **Vicroads 61 F7**

www.murrindindi.vic.gov.au

[Planning Scheme - Murrindindi](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
 Urban Water Corporation: **Goulburn Valley Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **EILDON**

OTHER

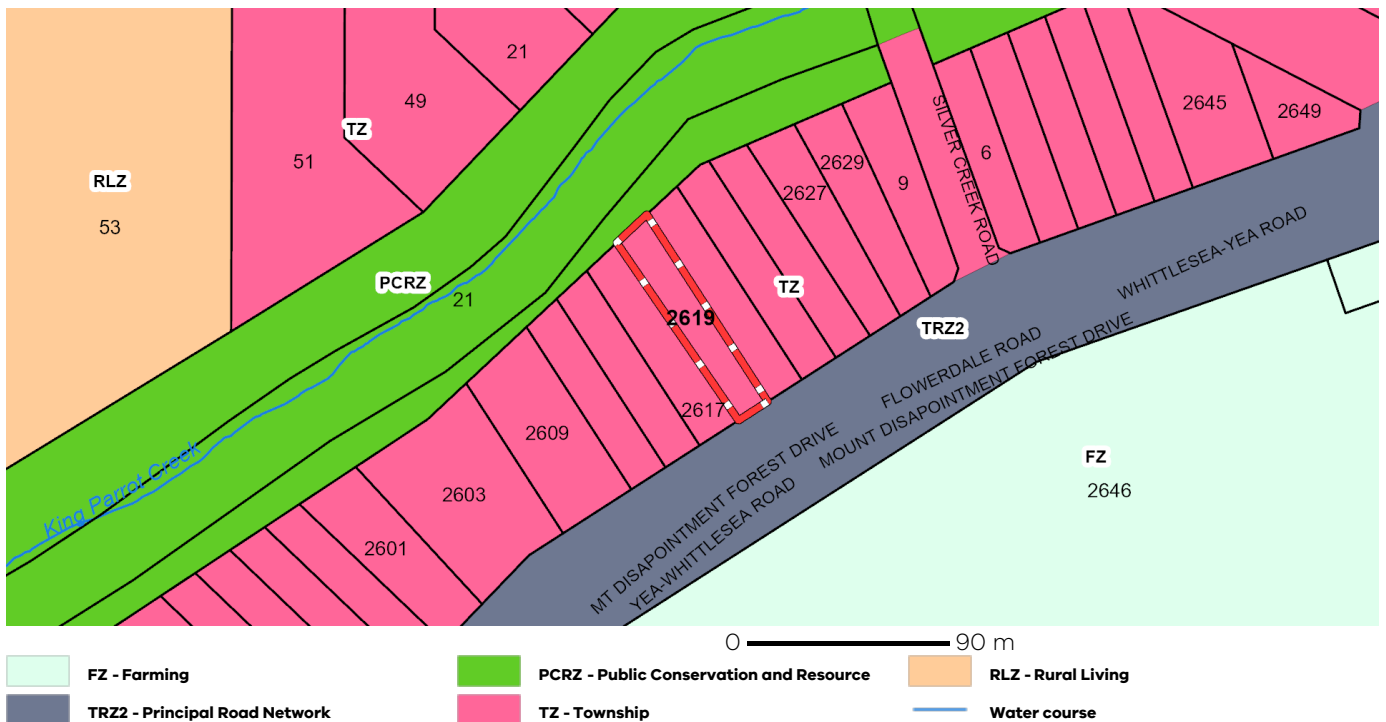
Registered Aboriginal Party: **Taungurung Land and Waters
 Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[TOWNSHIP ZONE \(TZ\)](#)

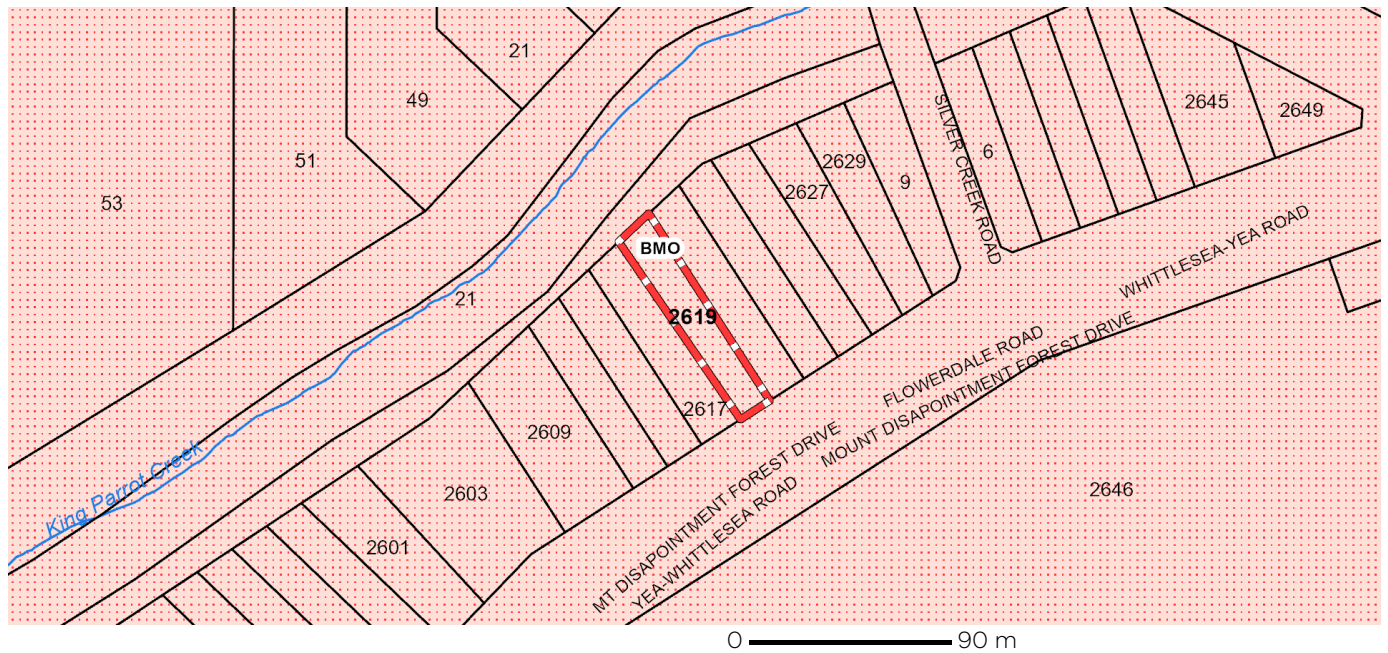
[SCHEDULE TO THE TOWNSHIP ZONE \(TZ\)](#)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

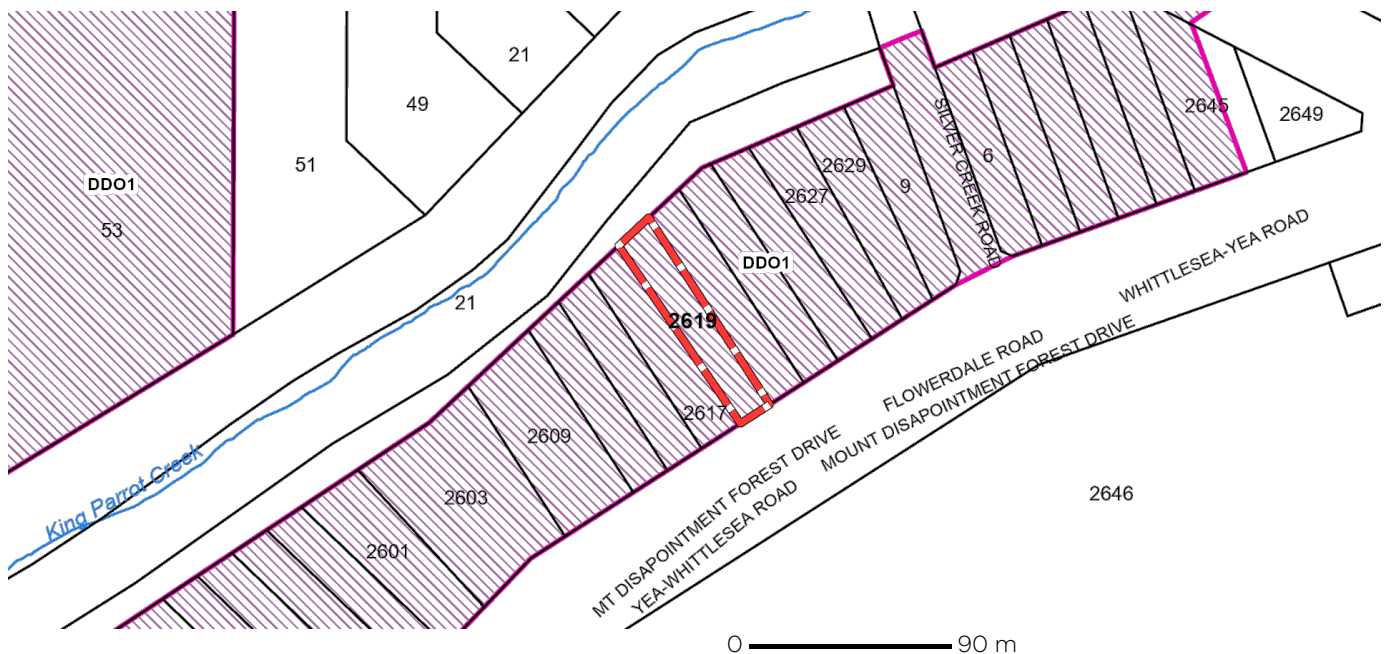
BUSHFIRE MANAGEMENT OVERLAY (BMO)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)

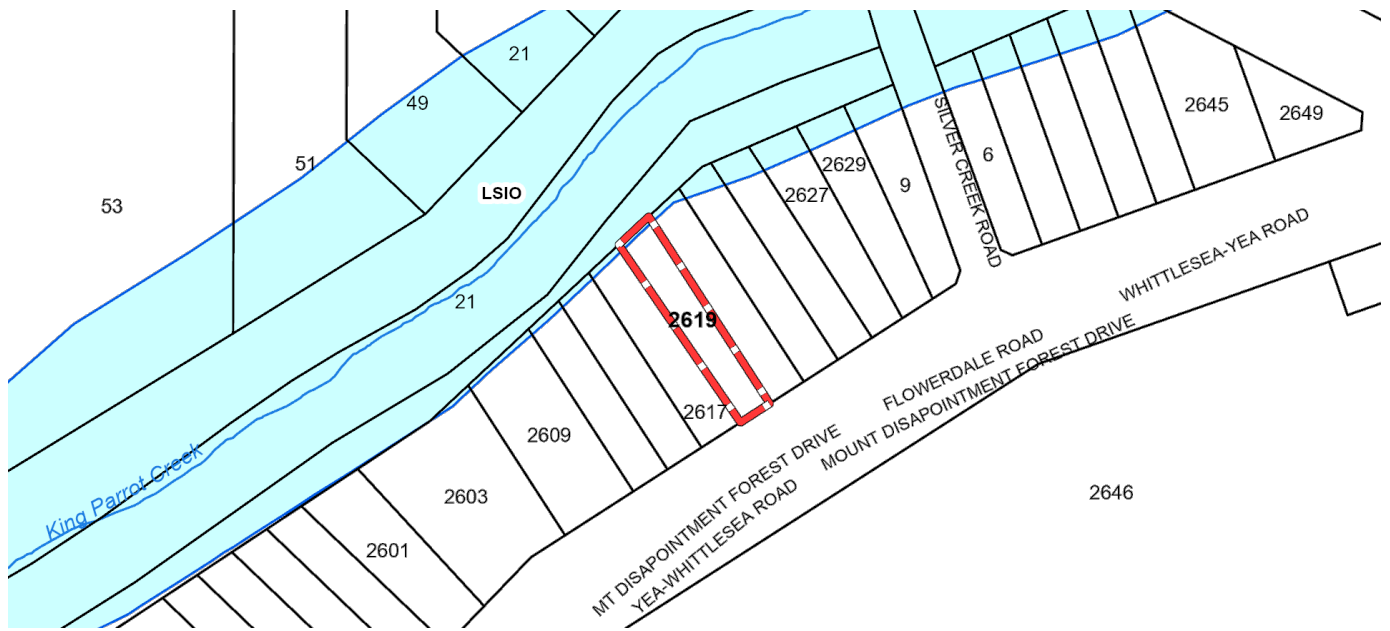


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[EROSION MANAGEMENT OVERLAY \(EMO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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Read the full disclaimer at <https://www.delwp.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.

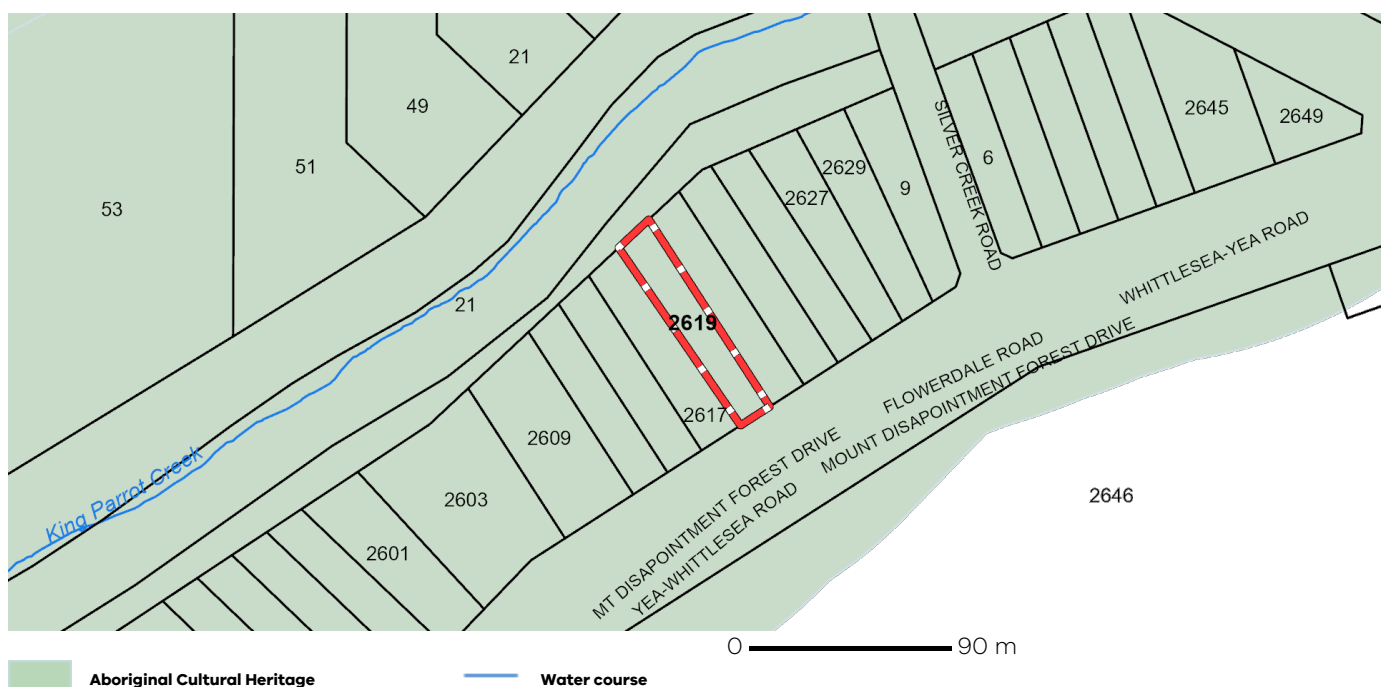
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 <http://www.aav.nrms.net.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.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 4 September 2024.

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.maps.vic.gov.au/vicplan>

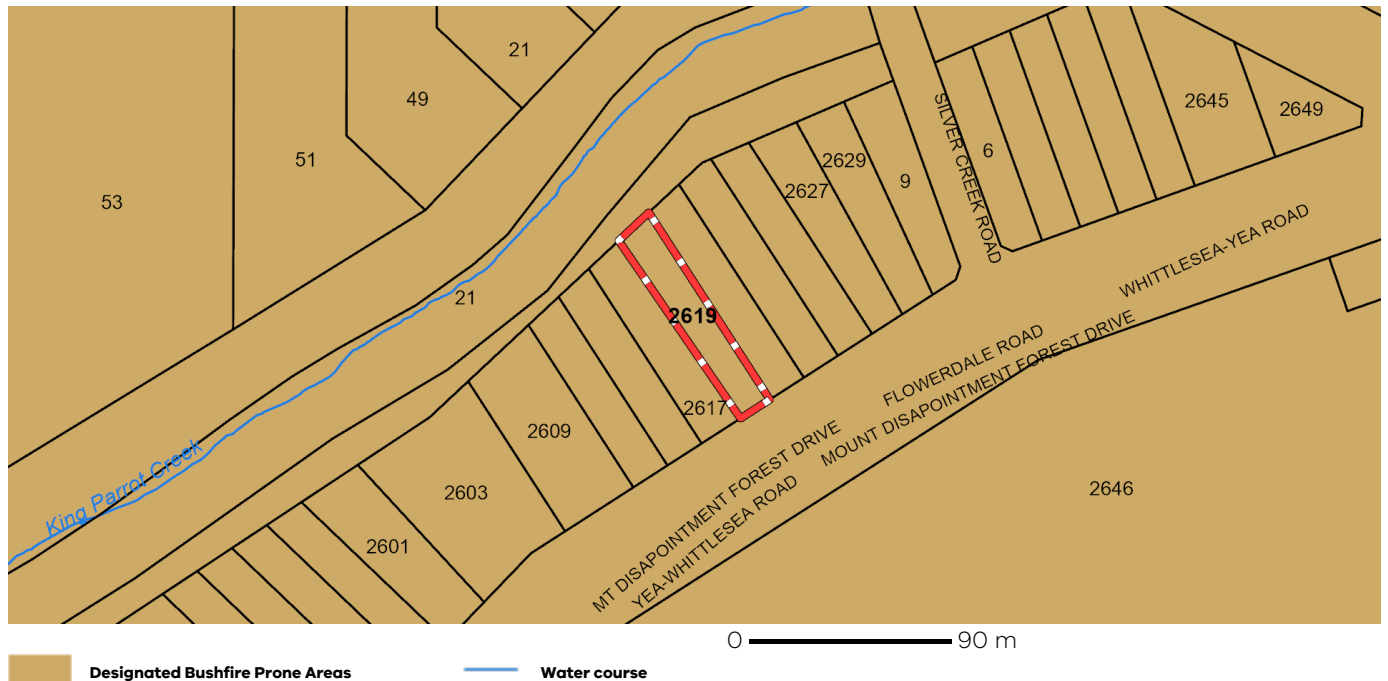
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 the region 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 Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)



Murrindindi
Shire Council

2024/25 VALUATION, RATE & FIRE SERVICES PROPERTY LEVY NOTICE

ABN: 83 600 647 004

For Period 1 July 2024 to 30 June 2025



D034
005230

D J Crowley
2619 Whittlesea-Yea Road
FLOWERDALE VIC 3717

DATE OF ISSUE: 30/08/2024
ASSESSMENT NUMBER: 11035
PROPERTY REFERENCE: 110353

OVERDUE BALANCE

\$56.99

Any overdue balance **must be paid immediately** to avoid further interest charges.

Property Description: 2619 Whittlesea-Yea Road FLOWERDALE VIC 3717
Property Ward: King Parrot Ward

Property Title Details: Lot 2 PS 301051

Property Valuation Details as assessed by the Valuer-General Victoria:

Base Date	Effective Date	Capital Improved Value (CIV)	Site Value (SV)	Net Annual Value (NAV)
01/01/2024	01/07/2024	\$580,000	\$281,000	\$29,000

Council Rates & Charges 2024/2025

Balance Brought Forward	\$56.51
Payments and other adjustments	\$0.48

General Rate	0.00191500 of every \$ in \$580,000	\$1,110.70
Municipal Charge	\$374.00 per charge	\$374.00
Residential Garbage Service *	\$428.35 per charge	\$428.35
Residential Recycling Service *	\$130.95 per charge	\$130.95

*Includes Victorian Government Landfill Levy

Victorian Government Fire Services Property Levy 2024/2025

AVPCC: 110.3	Detached Home - Detached Home existing	
CFA Residential Fire Levy	0.00008700 of every \$ in \$580,000	\$50.46
CFA Residential Charge	\$132.00 per charge	\$132.00

PAYMENT OPTIONS

OPTION 1

Due in full on, or before
15 February 2025

\$2,283.45

OPTION 2

Four instalment payments on
or before:

Instalment 1:

30 September 2024

\$615.45

Instalment 2:

30 November 2024

\$556.00

Instalment 3:

28 February 2025

\$556.00

Instalment 4:

31 May 2025

\$556.00

If you choose Option 2, full payment of the first instalment, and any unpaid amounts must be received by 30 September 2024.

TOTAL AMOUNT PAYABLE

\$2,283.45

Payments and ownership changes made after 30 August 2024 are not shown on this notice.

PAYMENT METHODS



Billers Code: 21360
Ref: 110353

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

By Mail

Detach this payment slip and forward together with your cheque or money order to:
Murrindindi Shire Council
PO Box 138
Alexandra VIC 3714

Online

Pay online with your credit/debit card via Council's website at murrindindi.vic.gov.au
Ref No: **110353**

In Person

Pay in person at one of our Library and Customer Service Centres located in Alexandra, Kinglake & Yea

Direct Debit

Payments can be deducted directly from your nominated bank account. You will need to complete a form which can be found on Council's website by searching 'direct debit' or by contacting Council.

eNotices

Information about how to register for eNotices or BPAY View is located on the Murrindindi Shire Council website. murrindindi.vic.gov.au/rates

Note: Payments made by credit card do not incur a merchant fee.
Council will not be responsible for delays in the Australian Postal Service

Planning Permit 2020/252

Form 4

PLANNING PERMIT

Permit No.	2020/252
Planning scheme	Murrindindi Planning Scheme
Responsible authority	Murrindindi Shire Council

ADDRESS OF THE LAND:

2619 Whittlesea-Yea Road FLOWERDALE - Lot: 2 PS: 301051, Parish of Flowerdale

THE PERMIT ALLOWS:

Development of the land for the purpose of a dwelling and creation/alteration of access

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (1) The layout of the site and the size and type of the proposed buildings and works, including the materials of construction, as shown on the endorsed plan shall not be altered or modified without the consent in writing of the Responsible Authority.
- (2) All external cladding including the roof and trims of the building allowed must be coloured or painted in muted shades of green, brown or charcoal, or in a colour approved in writing by the Responsible Authority.
- (3) Prior to the commencement of any works, including site works, the applicant shall obtain a septic tank permit from Council.
- (4) At the time of the development all onsite wastewater and stormwater management shall be in accordance with the recommendations outlined within the Land Capability Assessment prepared by Edwards Environmental, Report No. Lot 2 2621 Whittlesea-Yea Road, Flowerdale, dated February 2021.
- (5) All sewage and sullage waters shall be treated in accordance with the requirements of the Environment Protection Authority and the Council. All effluent shall be disposed of and contained within the boundaries of the property and shall not discharge directly or indirectly to an adjoining property, street or any water course, water storage or dam. Sufficient land shall be set aside and kept available for the purpose of effluent disposal.
- (6) Prior to the commencement of any works, any new or otherwise vehicular entrance to the subject land from the road must be constructed at the applicant's expense to provide ingress and egress to the site at a location and of a size and standard satisfactory to the responsible authority.

Date issued: 25 March 2021

Signature for the
responsible authority

Planning Permit 2020/252

Refer to Council's Infrastructure Design Manual Section 12.9.2 - Rural Vehicle Crossings and standard drawing SD 255. An appropriate rural road number plaque at the access point to development to the satisfaction of the responsible authority.

- (7) All stormwater and surface water discharging from the building and works must be conveyed to a point of discharge, approved by the relevant authority. No stormwater discharge from downpipes or overflow from storage tank and surface water shall be directed or caused to be directed in a concentrated form that will cause erosion and or adverse effects within the site or to adjoining land or properties.

The approved works must not cut off natural drainage to adjacent properties.

- (8) On the construction of the dwelling a combined water system shall be provided to accommodate a total minimum of 45,000 litres for domestic purposes.
- (9) The Bushfire Management Plan (pages 1 & 2) prepared by Bushfire Planning, dated 16 October 2020 must be endorsed to form part of the permit and must not be altered unless otherwise agreed in writing by the CFA and the Responsible Authority.
- (10) Provide access for fire fighting purposes which meets the following requirements:
- All weather construction.
 - A load limit of at least 15 tonnes.
 - Provide a minimum trafficable width of 3.5 metres
 - Be clear of encroachments for at least 0.5 metre on each side and at least 4 metres vertically.
 - Dips must have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.
- (11) The bushfire protection measures forming part of this permit or shown on the endorsed plans, including those relating to construction standards, defendable space, water supply and access, must be maintained to the satisfaction of the responsible authority on a continuing basis. This condition continues to have force and effect after the development authorised by this permit has been completed.

Department of Transport

- (12) No direct access will be permitted from subject land to Whittlesea-Yea Road. Access will only be permitted via Whittlesea-Yea Road (Service Road).
- (13) Prior to the occupation of the dwelling, the access must be constructed and sealed to the satisfaction of the Responsible Authority and at no cost to Head, Transport for Victoria.
- (14) The driveway/s must be maintained in a fit and proper state so as not to compromise the ability of vehicles to enter and exit the site in a safe manner or compromise operational efficiency of the road or public safety (eg. by spilling gravel onto the roadway).

Date issued: 25 March 2021

Signature for the
responsible authority

Planning Permit 2020/252

PERMIT EXPIRY

This permit shall expire if the development hereby permitted is not completed within two (2) years of the date hereof, or any extension of such period the responsible authority may allow in writing. A request for an extension of time may be made before or within 6 months after the permit expiry date, where the development allowed by the permit has not yet commenced, or within 12 months where the development allowed by the permit lawfully commenced before the permit expired.

NOTATIONS:

- (1) This permit does not authorise the commencement of any building construction works. Before any such development may commence, the applicant must apply for and obtain appropriate building approval.
- (2) An application for consent to work is required to be made prior to commencing any works on the road reserve and must comply with the requirements of the Road Management Act 2004 and associated Regulations.

Department of Transport

- (3) Separate consent for works within the road reserve and the specifications of these works may be required under the Road Management Act.

Date issued: 25 March 2021

Signature for the
responsible authority

FORM 2**BUILDING ACT 1993**

Building Regulations 2018

Regulation 37(1)

**BUILDING PERMIT****BUILDING PERMIT No.: 6540350674894****Issued To**

Owner/Agent of owner: DAJMH Pty Ltd T/A Stroud Homes Melbourne North ACN/ARBN: 137286849
 Postal address: 7/3272 Epping Kilmore Road WANDONG VIC 3758 Email: contractsmn@stroudhomes.com.au
 Contact person: Jenny Knox Mobile/Telephone: 5787 1239
 Address for serving or giving of documents: 7/3272 Epping Kilmore Road WANDONG VIC 3758

Ownership Details

Owner: Damien & Narelle Hurst ACN/ARBN:
 Postal address: 25 Church Street TRARALGON VIC 3844 Email: damien@morleymachinery.com.au
 Contact person: Damien Hurst Mobile/Telephone: 0438 276 957

Property Details

Number 2619 (2621)	Street/Road Whittlesea-Yea Road	Suburb/Town FLOWERDALE	Postcode 3658
Lot/s 2	LP/PS 301051F	Volume 09960	Folio 068
Crown Allotment	Section	Parish	County
Municipal District:	Murrindindi Shire Council		

Builder

Name: DAJMH Pty Ltd T/A Stroud Homes Melbourne North ACN: 137286849
 Address: 7/3272 Epping Kilmore Road WANDONG VIC 3758
 Building practitioner registration no: CDB-M 48163
 Telephone: 5787 1239

Natural person for service of directions, notices and orders

Name: David Kirby
 Address: 7/3272 Epping Kilmore Road WANDONG VIC 3758
 Telephone: 5787 1239

Building practitioners or architects engaged to prepare documents for this permit:

who were engaged to prepare documents forming part of the application for this permit:

Type	Registration Number	Name	Company
Civil Engineer	PE0002679	Anthony Leily	Engpro Pty Ltd

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is VMIA, policy number C640087.
 Policy cover: \$310,158

Details of Relevant Planning Permit

Planning Permit No.: 2020/252 Date grant of Planning Permit: 25/03/2021

Nature of Building Work

Construction of a single storey dwelling and garage
 Version of BCA applicable to permit: 2019
 Stage of building work permitted: All
 Total floor area of new building work: 149m²
 Cost of building work: \$310,158

Building Classification

BCA Class	Nature of work	Part
1a(a)	New Building	Dwelling
10a	New Building	Garage

Prescribed Reporting Authorities

The following bodies are prescribed reporting authorities for the purpose of the application for this permit in relation to the matters set out below:

Prescribed Reporting Authority	Matters reported on	Regulation
AusNet	Build Over Easement Consent	130
Murrindindi Shire Council	153	Report and consent for building in areas liable to flooding
Murrindindi Shire Council	154	Report and consent for construction on designated land or designated works
Murrindindi Shire Council	Septic Tank Systems	132

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

Occupation or Use of building: An Occupancy Permit is required prior to the occupation or use of this building.
If an occupancy permit is required, the permit is required for the whole building in relation to which the building work is carried out.

Commencement and completion:

This building work must commence by: **07/09/2022**

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: **07/09/2023**

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.

Inspection requirements

The mandatory notification stages are:

1. Preslab - Base
2. Prior to pouring any in situ concrete - Reinforcement
3. Frame
4. Final

Conditions of Approval:

This permit is subject to the following conditions:

- Within 28 days of the completion of the screw pile-driving operations, the builder must provide a copy of the complete records of the screw pile-driving operations to the relevant building surveyor for approval pursuant to Building Regulations 2018 - Regulation 127 - Record of pile-driving.
- Prior to booking a **frame inspection**, the builder must provide a copy of the truss manufacturer specifications, computations and layout plan for the roof and walls to the relevant building surveyor for approval.

Relevant Building Surveyor

Name: Phat Lam Building Practitioner registration no.: BS - U 16991

Council name: Murrindindi Shire Council

Permit no: 6540350674894

Signature:

Date of Issue of Permit: 07/09/2021

NOTES

1. Under regulation 42 an owner of a building or 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.
2. Under regulation 43 a building practitioner registered under Part 11 of the Act who is, or is to be, specified as the builder in the building permit, must notify the owner of a building or land to which the building permit relates and the relevant building surveyor within 14 days after any change in the name or address of the building practitioner specified in this permit. The penalty for

non-compliance is 10 penalty units.

3. Under regulation 41 the person in charge of the carrying out of 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, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies. The penalty for non-compliance is 10 penalty units.
3. Include building practitioners with continuing involvement in the building work.
4. Include only 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. Prior to the frame inspection the builder/owner must submit three copies of the manufacture's truss computations and layout to the Relevant Building Surveyor for approval.
7. It is the responsibility of the property owner to ensure that they conform with any restrictive covenants and/or agreement (section 173 Planning and Environment Act 1987).
9. Councils have local laws requiring permits and payments for Asset Protection program which is designed to ensure that council's assets such as footpaths, kerb and drains and environment are protected from damage as a result of building and construction activities. The owner/builder is responsible to comply with any applicable Council Local Laws which may affect the development. Contact your local council for more information.
10. In accordance with section 25A of the Building Act 1993 a notice to building surveyor of changes.
 - (1) If a building permit has been issued in respect of building work to be carried out by a building practitioner or an insured architect and subsequently the engagement of the building practitioner or architect ends, that building practitioner or architect and the owner of the building or land in respect of which the permit is issued must, within 14 days after that engagement ends, each give the relevant building surveyor written notice of the ending of that engagement.
Penalty: 50 penalty units.
 - (2) If a building permit has been issued in respect of building work and subsequently a building practitioner or insured architect is engaged to carry out the building work, the owner of the building or land in respect of which the permit is issued must, within 14 days after that engagement, give the relevant building surveyor written notice of the engagement including details of—
 - (a) the building practitioner's registration under this Act; or
 - (b) the architect's registration under the Architects Act 1991.Penalty: 50 penalty units.
 - (3) A builder who is engaged to carry out domestic building work after a building permit is issued in respect of the building work must, within 14 days after that engagement, give the relevant building surveyor written notice of the engagement including details of the required insurance by which the builder is covered.
Penalty: 50 penalty units.

FORM 16**BUILDING ACT 1993**

Building Regulations 2018

Regulation 192

**OCCUPANCY PERMIT****Property Details:** 2619 (2621) Whittlesea-Yea Road FLOWERDALE VIC 3658

Lot/s:	2	LP/PS:	301051F	Volume:	09960	Folio:	068
Crown Allotment:		Section:		Parish:		County:	

Municipal District: Murrindindi Shire Council**Building permit details:**Building permit number: **6540350674894**Version of BCA applicable to building permit: **2019**

Building to which permit applies	Permitted Use	BCA Class of Building
Dwelling	Dwelling	1a(a)
Garage	Garage	10a
Maximum permissible floor live load 1.5 Kpa		

Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting authority	Matter reported on or consented to	Relevant regulation no.
AusNet	Build Over Easement Consent	130
Murrindindi Shire Council	Report and consent for building in areas liable to flooding	153
Murrindindi Shire Council	Report and consent for construction on designated land or designated works	154
Murrindindi Shire Council	Septic Tank Systems	132

Suitability for Occupation

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

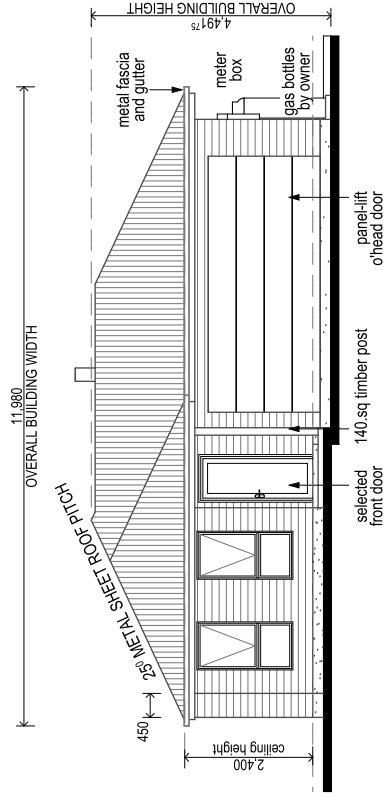
Relevant Building Surveyor

Name: Phat Lam Building Practitioner registration no.: BS - U 16991

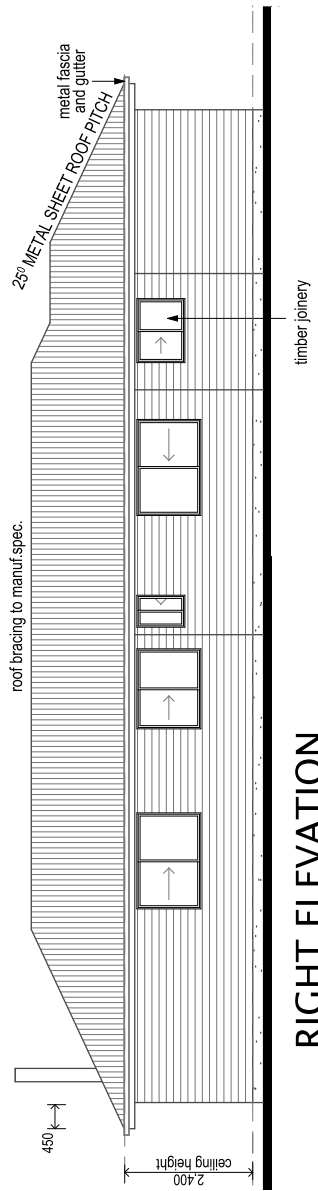
Signature:  **Date of Issue:** 15 August 2022**Municipal district/council name:** Murrindindi Shire Council**Occupancy Permit No.:** 6540350674894**Date of Final Inspection:** 11/08/2022

NOTE:

450mm EAVE UNO.

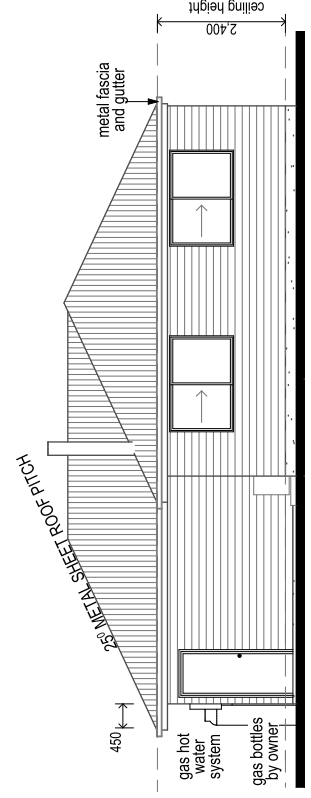


FRONT ELEVATION
SCALE 1:100

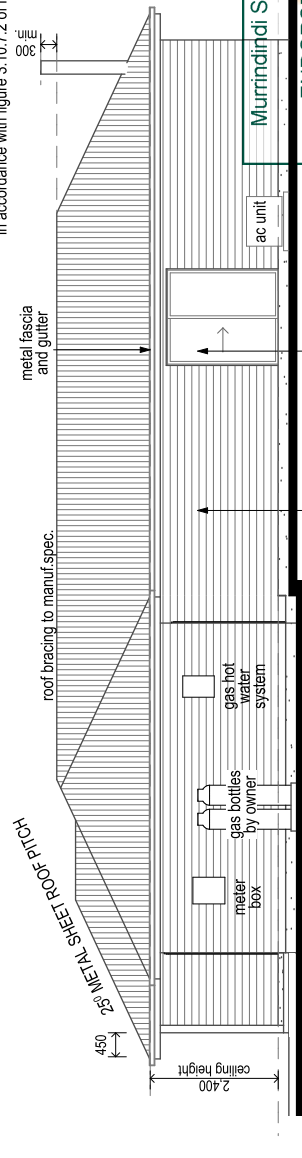


RIGHT ELEVATION
SCALE 1:100

NOTE:
External cladding = Selected colorbond run horizontally
Window Joinery = Selected timber



REAR ELEVATION
SCALE 1:100



LEFT ELEVATION
SCALE 1:100

minimum flue clearance
in accordance with figure 3.10.7.2 of NCC 2019

Murrumbidgee Shire Council
ENDORSED PLAN
Murrumbidgee Planning Scheme
Planning Permit No: 2020/252
Plan M6:30T5
Approved:
Planning Delegate

STROUD-HOMES
Feels like home

DAIMH Pty Ltd
ABN: 89 361 926 914
7/3272 Epping - Telephone: 03 5787 1239
Kilmore Road - Email: kirby@stroudhomes.com.au
Wandong
Vic. 3758

- NOTES
- DO NOT SCALE - Use Figured Dimensions Only.
 - Builder to verify all dimensions and levels prior to commencement of construction.
 - All internal dimensions stated are frame sizes - excluding linings.
 - Timber frame construction in accordance with AS 1684-2010 (Residential Timber Frame Construction).
 - Supplier may substitute timbers for those of equal strength to span ratio.
 - All structural sizes to be read in-conjunction with structural engineers drawings & details.
 - Articulation joints to comply with 3.3.1.8 BCA Vol 2.
 - Mechanical Ventilation to comply with 3.8.6 Bca Vol 2.
 - Smoke alarms to comply with 3.7.2 BCA Vol 2 (wired-in).

- PLAN LEGEND
- all = above floor level
 - hd = head at 2100 all.
 - fl = floor waste
 - dw = downpipe
 - g = gas
 - obs = observe
 - mb = meter box
 - dp = downpipe
 - ohc = overhead cupboard
10. Protection against subterranean termite shall be in accordance with AS 3680-2014. Provided treatment: Visual Barrier System to perimeter with approved collarbeams at slab penetrations.
11. HVS unit (constant low) with 3 star energy efficiency rating to comply with AS/NZS 3000:2017.
12. Rainwater tanks, lighting and DCP to comply with DCP pt. 29 & 25. Sustainable Buildings' DCP pt. 29 & 25 AS/NZS 3000:2017.
- AS/NZS 6400:2005.
13. Lift off hinges to all VC doors to comply with Australian Standards.
14. Stair construction to comply with Pt 3.8.1, and balustrades to comply with Pt 3.9.2 BCA Vol 2.
15. DCP & fittings to comply with Pt 3.3.4 BCA Vol 2

PLEASE READ CAREFULLY
THIS IS AN CERTIFIED CORRECT IS THE ONE REFERRED TO IN THE CONTRACT & SPECIFICATIONS AND I UNDERSTAND CHANGES HEREAFTER MAY NOT BE POSSIBLE. THESE PLANS SUPERCEDE ALL OTHER PREVIOUS PLANS OR SKETCHES.

OWNER'S: DATE:
WITNESS:

CLIENT: 25/03/2021
DAMIEN HURST
Lot 002, Whittlesea - Yea
Flowerdale
MODEL: Keys Mountain
JOB No. 20L002WH
ISSUE/DATE: 11/02/2021
SHEET No. 3 of 10

Maintenance of bushfire protection measures

The bushfire mitigation measures, including those relating to construction standards, defendable space, water supply and access, must be maintained to the satisfaction of the responsible authority on a continuing basis. This condition continues to have force and effect after the development authorised by the permit has been completed.

Construction (bushfire attack level) requirement

The bushfire attack level is BAL12.5.

Defendable space requirement

The defendable space shown on the bushfire management plan must be implemented and maintained as follows:

- Grass must be short cropped and maintained during the declared fire danger period.
- All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
- Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
- Plants greater than 10 centimetres in height must not be placed within 3 metres of a window or glass feature of the building.
- Shrubs must not be located under the canopy of trees.
- Individual and clumps of shrubs must not exceed 5 sq. metres in area and must be separated by at least 5 metres.
- Trees must not overhang or touch any elements of the building.
- The canopy of trees must be separated by at least 5 metres.
- There must be a clearance of at least 2 metres between the lowest tree branches and ground level.

Water supply requirement

A static water supply of 10,000 litres must be provided and maintained as follows:

- The water supply must be in an above ground water tank constructed of concrete or metal.
- All fixed above ground water pipes and fittings required for fire fighting purposes are to be made of corrosive resistant metal.
- Include a separate outlet for occupant use.

The static water supply must also comply with the following:

- Be readily identifiable from the building or have appropriate identification signage to the satisfaction of relevant fire authority (CFA).
- Be located within 60 metres of the outer edge of the approved building.
- The outlet/s of the water tank must be within 4m of the accessway and be unobstructed.
- Incorporate a ball or gate valve (British Standard Pipe (BSP) 65mm) and coupling (64 mm CFA 3 thread per inch male fitting).
- Any pipework and fittings must be a minimum of 65 mm (excluding the CFA coupling).

Murrindindi Shire Council

ENDORSED PLAN
Murrindindi Planning
Scheme

Planning Permit No:2020/252
Plan No:4 of 5

Approved:



Planning Delegate

25/03/2021

BUSHFIRE MANAGEMENT PLAN

(LOT 2\PS301051) 2621 WHITTLESEA-YEA ROAD, FLOWERDALE



Subject site (part)



Defendable Space



Access / Driveway

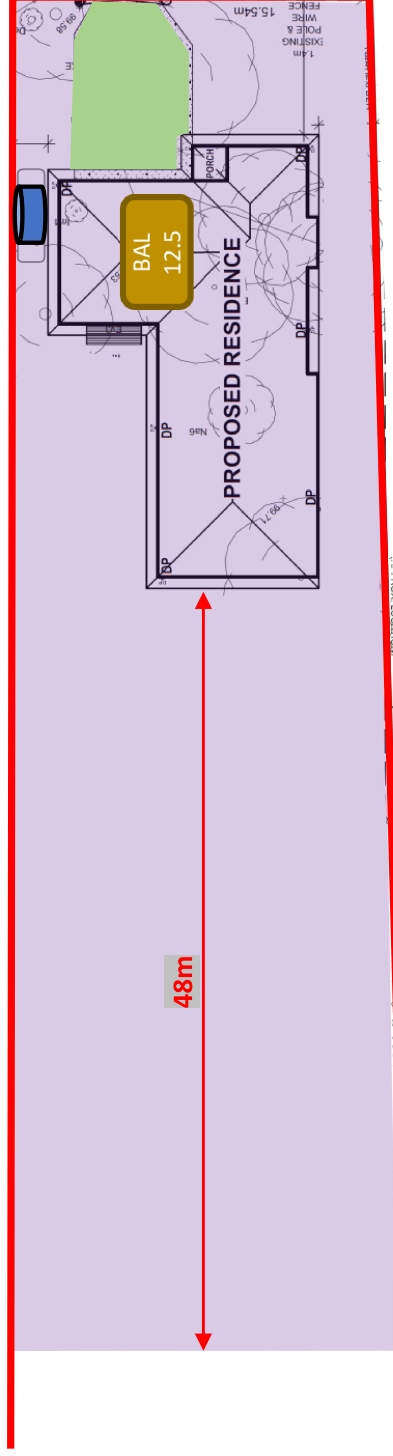


Water supply



Bushfire Attack Level

BAL 12.5



Murrindindi Shire Council

ENDORSED PLAN
Murrindindi Planning
Scheme

Planning Permit No:2020/252
Plan No:5of 5

Approved:

Planning Delegate

25/03/2021



N

not to scale / written dimensions apply

bushfireplanning
The Bushfire Management Overlay specialist

SITE NOTES

- Written dimensions take precedence over scale.
- Builder to verify all boundary clearances and site set-out dimensions prior to commencement of construction.
- Levels & contours are based on assumed datum. Prior to construction the relevant authority should be contacted for possible minimum floor level requirements and flood information.
- This site plan is based on a disclosure plan. Therefore the floor level is subject to change. Additional site survey must be taken to confirm the required bench level.
- Retaining walls greater than 1m high (cut or fill) are required to be engineer designed & certified prior to building approval. Retaining walls are closer than 1500mm from boundary require a building relaxation. (fill side only).
- Batters to comply with appropriate soil classification described in table 3.1.1.1 BCA Vol 2.
- Engineer to provide design to address footings if built in close proximity to sewer, stormwater or easements.
- Vehicular cross-over to be constructed as per local council requirements and/or approval.

SERVICES

- Services have been plotted from records of relevant authorities where available. Prior to any excavation or construction on site, the relevant authority should be contacted for possible location of further underground services.
- All household sewerage and waste to be discharged to sewer system.
- Stormwater & roof water to be connected to legal point of discharge in accordance with Pt 3 BCA Vol 2 and local authorities requirements. Approval to be obtained from local authority prior to work commencing.
- Grade soil away from perimeter of building to prevent ponding. 1:20 minimum fall. Surface water to be channelled to legal point of discharge, ie. yard gully grate or similar.
- Provide 1:20 ground surface fall towards gully pits. Final location of pits subject to change to suit site conditions. Contractor to check with site supervisor before commencing work.

GENERAL NOTES

- Scrape away vegetation & cut & fill to provide a level building platform.
- Floor slab to be in accordance with engineers drawings & details.
- Termite protection is a visual barrier system with approved collars at penetrations in accordance with AS 3660 - 2014.
- This site plan is transcription of the original contour survey & the builder is to verify all information contained hereon prior to site start.
- The driveway & path shown on the plan is the suggested layout - areas shown on plan.

SITE DESCRIPTION/DATA	
LOT:	2619 on PS 30105 F
PARISH:	NA
COUNTY:	NA
AUTHORITY:	Whittlesea Council
AREA =	1649m ²
SITE COVERAGE	9.09 %

STROUD-HOMES
Feels like home

DAIMH Pty Ltd
ABN: 89 361 926 914
7/3272 Epping - Telephone: 03 5787 1239
Kilmore Road - Email: info@stroudhomes.com.au
Wandong - Phone: 03 5787 1239
Vic. 3758

NOTES

- DO NOT SCALE - Use Figured Dimensions Only.
- Builder to verify all dimensions and levels prior to commencement of construction.
- All internal dimensions stated are frame size - excluding linings.
- Internal dimensions designed in accordance with AS 1684 - 2010 (Residential Timber Frame Construction).
- Supplier may substitute linings for those of equal strength to span ratio.
- All structural sizes to be read in-conjunction with structural engineers drawings & details.
- Mechanical Ventilation to comply with 3.3.1.8 BCA Vol 2.
- Mechanical Ventilation to comply with 3.8.6 Bca Vol 2.
- Smoke alarms to comply with 3.7.2 BCA Vol 2 (wired-in)

- Protection against subterranean termites shall be in accordance with AS 3660 - 2014. Provided treatment: Visual Barrier System to perimeter with approved collars/batters at slab penetrations.
- HVS anti-collapse termite wall with 3 star energy efficiency rating to comply with AS 4850.2.
- Reinforce tanks, lighting and DCP in accordance with Pt 2.9 & 2.5 AS/NZS 3000:2003 PART 29 & 25. Sustainable Buildings: DCP pt 29 & 25 AS/NZS 3000:2003 AS/NZS 6400:2005.
- Lift off hinges to all VC doors to comply with Australian Standards.
- Stair construction to comply with Pt 3.8.1 and balustrades to comply with Pt 3.9.2 BCA Vol 2.
- DCP & fittings to comply with Pt 3.3.4 BCA Vol 2

PLAN LEGEND

- all = above floor level
- hd = head at 2100 all.
- fl = floor waste
- pl = plaster
- ob = vanity basin
- mb = master box
- dp = downpipe
- ohc = overhead cupboard
- ref = refrigerator prov.
- mw = microwave prov.
- dw = dishwasher prov.
- py = washing machine prov.
- ghw = gas hot water unit
- tr = toilet roll holder
- hc = garden tap

PLEASE READ CAREFULLY

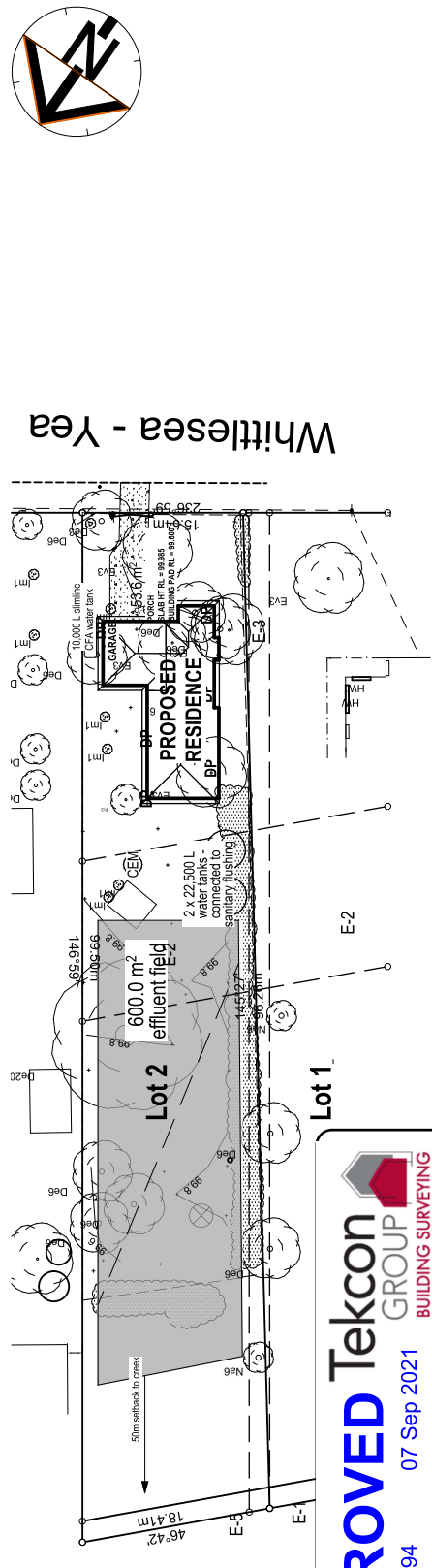
THIS PLAN CERTIFIED CORRECT IS THE ONE REFERRED TO IN THE CONTRACT & SPECIFICATIONS AND I UNDERSTAND CHANGES HEREAFTER MAY NOT BE POSSIBLE. THESE PLANS SUPERCEDE ALL OTHER PREVIOUS PLANS OR SKETCHES.

OWNER'S: DATE:

WITNESS:

CLIENT: DAMIEN HURST	
Lot 2619, Whittlesea Yea Road Flowerdale	
MODEL:	Keys Mountain
JOB No.	20L002WH
ISSUE/DATE:	ISSUE 6 : 6/04/2021
SHEET No.	1 of 10

BAL 12.5



APPROVED

Tekcon GROUP
BUILDING SURVEYING

07 Sep 2021

6540350674894

BAL 12.5

FLOOD PRONE

TERMITE CONSTRUCTION IS REQUIRED IN ACCORDANCE WITH AS 3660.1-2014

PROPOSED RESIDENCE

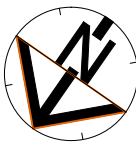
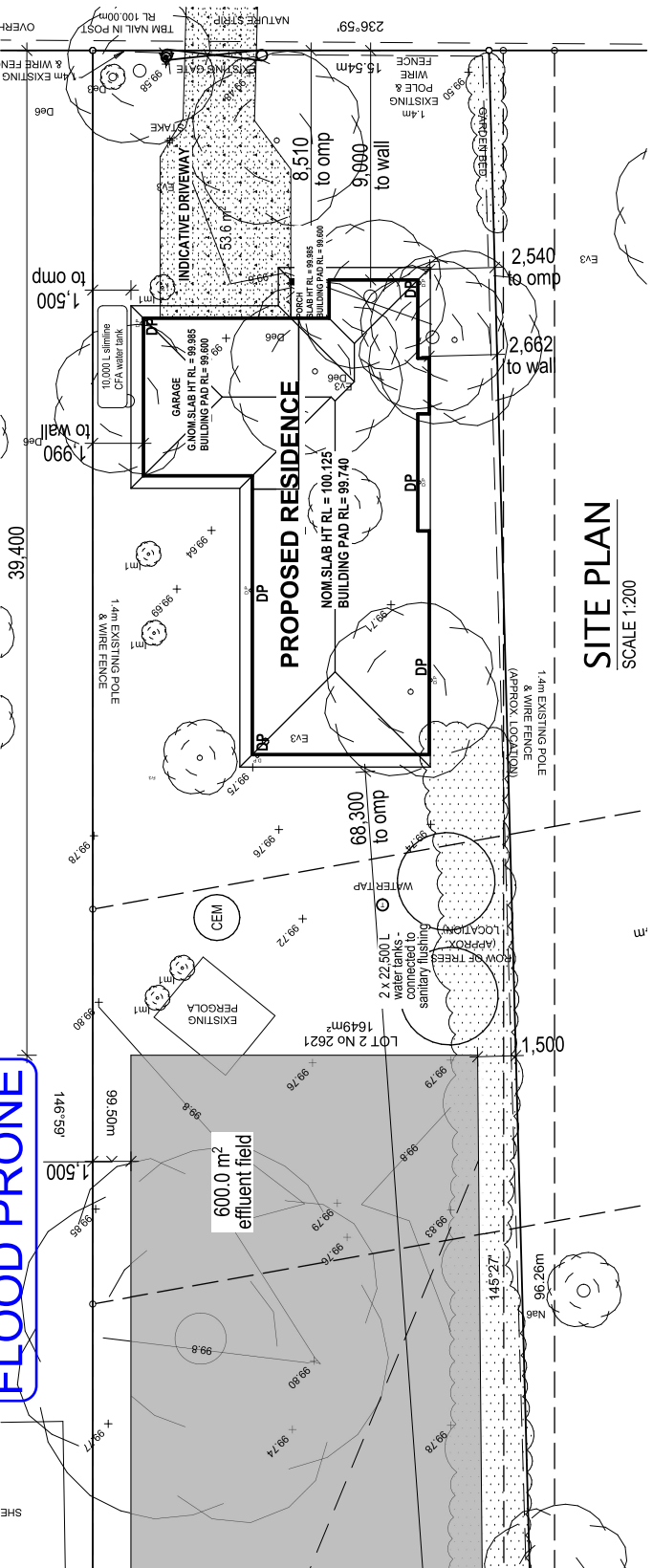
NOM SLAB HT RL = 100.125
BUILDING PAD RL = 99.740

PROPOSED GARAGE

COLORADO RL = 99.985
BUILDING PAD RL = 99.800

600.0 m² effluent field

SITE LOCATION PLAN
SCALE 1:200



CONSTRUCTION NOTES :

1. EXTERNAL WALLS = 90mm
2. TBA WIND DESIGN SPEED NOMINATED.
3. WC DOOR TO HAVE EXTERNAL REMOVABLE HINGES IN ACCORDANCE WITH BCA-3.8.3.3.

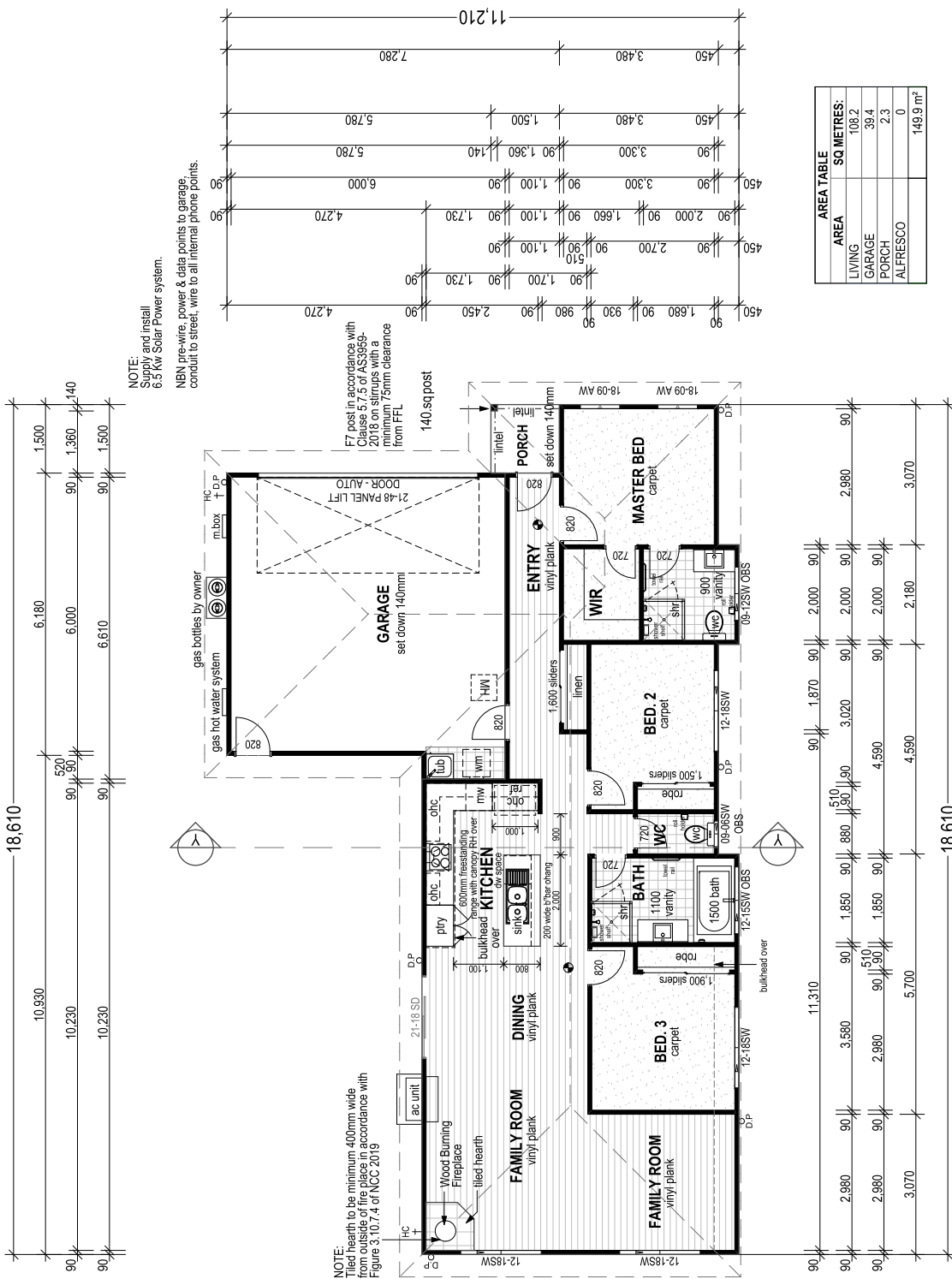
GENERAL NOTES

1. PROVIDE COLD WATER CONNECTION & G.P.O.
2. TO DISHWASHER SPACE.
3. THE NUMBER OF DOORS AND WIDTH OF DOORS WILL BE DETERMINED BY THE CABINETMAKER TO OPTIMIZE THE FUNCTIONALITY OF THE CABINTRY.

EXPANSION JOINTS

EJ = Expansion joint location for ceiling & floor tiles.

NOTE: Tiled hearth to be minimum 400mm wide from outside of fire place in accordance with figure 3.10.7.4 of NCC 2019



AREA	SQ METRES:
LIVING	108.2
GARAGE	39.4
PORCH	2.3
ALFRESCO	0
TOTAL	149.9 m²

BAL 12.5

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 6540350674894 07 Sep 2021

TERMITE CONSTRUCTION IS REQUIRED IN ACCORDANCE WITH AS 3660.1-2014

FLOOD PRONE

NOTES

1. DO NOT SCALE - Use Figured Dimensions Only.
2. Builder to verify all dimensions and levels prior to commencement of construction.
3. All internal dimensions stated are frame sizes - excluding linings.
4. Timber framing construction in accordance with AS 1861-2010 (Residential Timber Framing Construction).
5. Supplier may substitute timbers for those of equal strength to span ratio.
6. All structural sizes to be read in-conjunction with structural engineers drawings & details.
7. Articulation joints to comply with 3.3.1.8 BCA Vol 2.
8. Mechanical Ventilation to comply with 3.8.6 Bca Vol 2.
9. Smoke alarms to comply with 3.7.2 BCA Vol 2 (wired-in)

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 ABN: 89 361 926 914
 7/3272 Epping - Email: info@stroudhomes.com.au
 Kilmore Road 03 5787 1239
 Wandong
 Vic. 3758

- PLAN LEGEND**
- all = above floor level
 - hd = head at 2100 all.
 - fl = floor waste
 - hw = hot water heater
 - obs = obscure glazing
 - mb = meter box
 - dp = downpipe
 - ohc = overhead cupboard
- ref = refrigerator prov.
 mw = microwave prov.
 dw = dishwasher prov.
 pv = vanity basin
 pty = washing machine prov.
 ghw = gas hot water unit
 tr = toilet rail
 th = toilet roll holder
 hc = garden tap

PLEASE READ CAREFULLY
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OWNER'S DATE

WITNESS

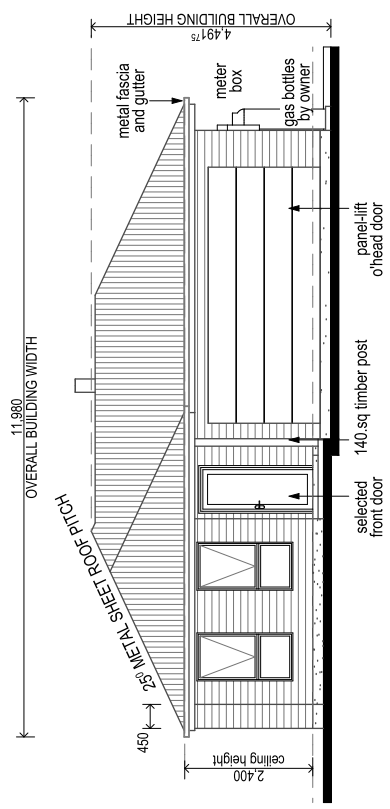
CLIENT:
DAMIEN HURST
 Lot 2619, Whittlesea Yea Road
 Flowerdale

MODEL: Keys Mountain
 JOB No. 20L002WH
 SHEET No. 2 of 10

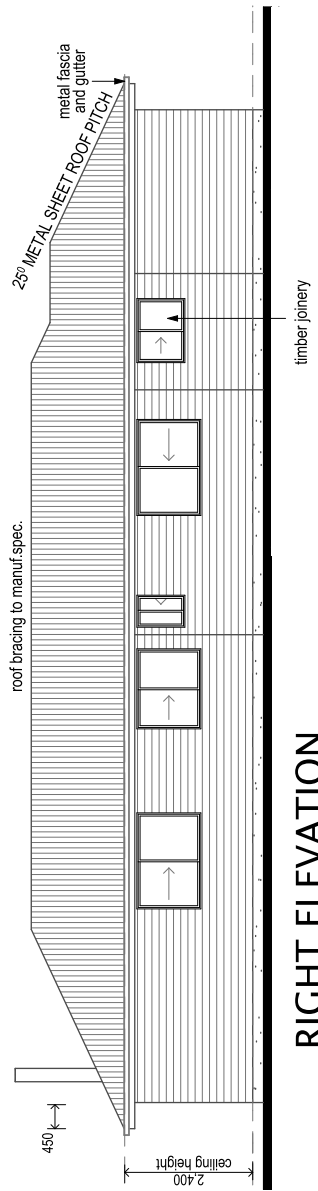
ISSUE/DATE:
 ISSUE 6 : 6/04/2021

NOTE:

450mm EAVE UNO.

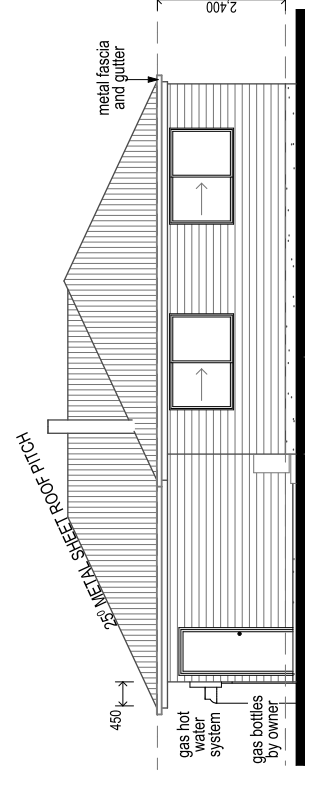


FRONT ELEVATION
SCALE 1:100

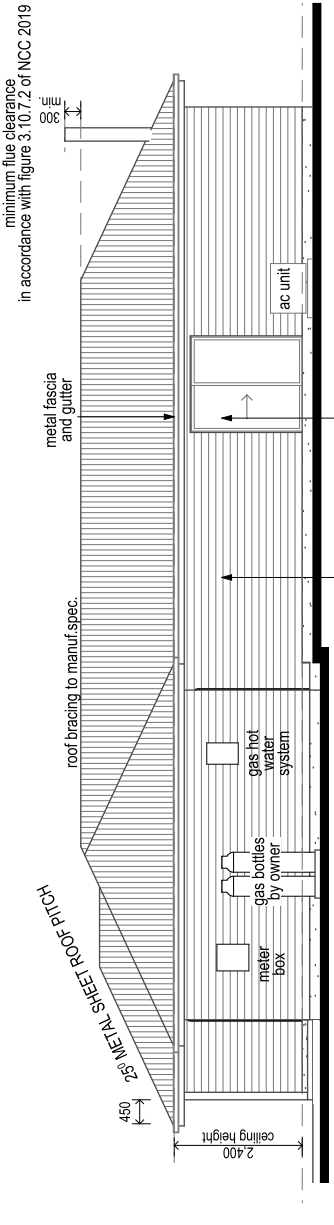


RIGHT ELEVATION
SCALE 1:100

NOTE:
External cladding = Selected colorbond run horizontally
Window Joinery = Selected timber



REAR ELEVATION
SCALE 1:100



LEFT ELEVATION
SCALE 1:100

minimum flue clearance
in accordance with figure 3.10.7.2 of NCC 2019

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TERMITE CONSTRUCTION IS
REQUIRED IN ACCORDANCE
WITH AS3660.1-2014

BAL 12.5 **FLOOD PRONE**

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7/3272 Epping - Telephone: Email: k@stroudhomes.com.au
Kilmore Road 03 5787 1239
Wandong
Vic. 3758

- NOTES**
- DO NOT SCALE - Use Figured Dimensions Only.
 - Builder to verify all dimensions and levels prior to commencement of construction.
 - All internal dimensions stated are frame sizes - excluding linings.
 - Timber frame construction.
 - Supplier may substitute linings for those of equal strength to span ratio.
 - All structural sizes to be read in-conjunction with structural engineers drawings & details.
 - Articulation joints to comply with 3.3.1.8 BCA Vol 2.
 - Mechanical Ventilation to comply with 3.8.6 Bca Vol 2.
 - Smoke alarms to comply with 3.7.2 BCA Vol 2 (wired-in)

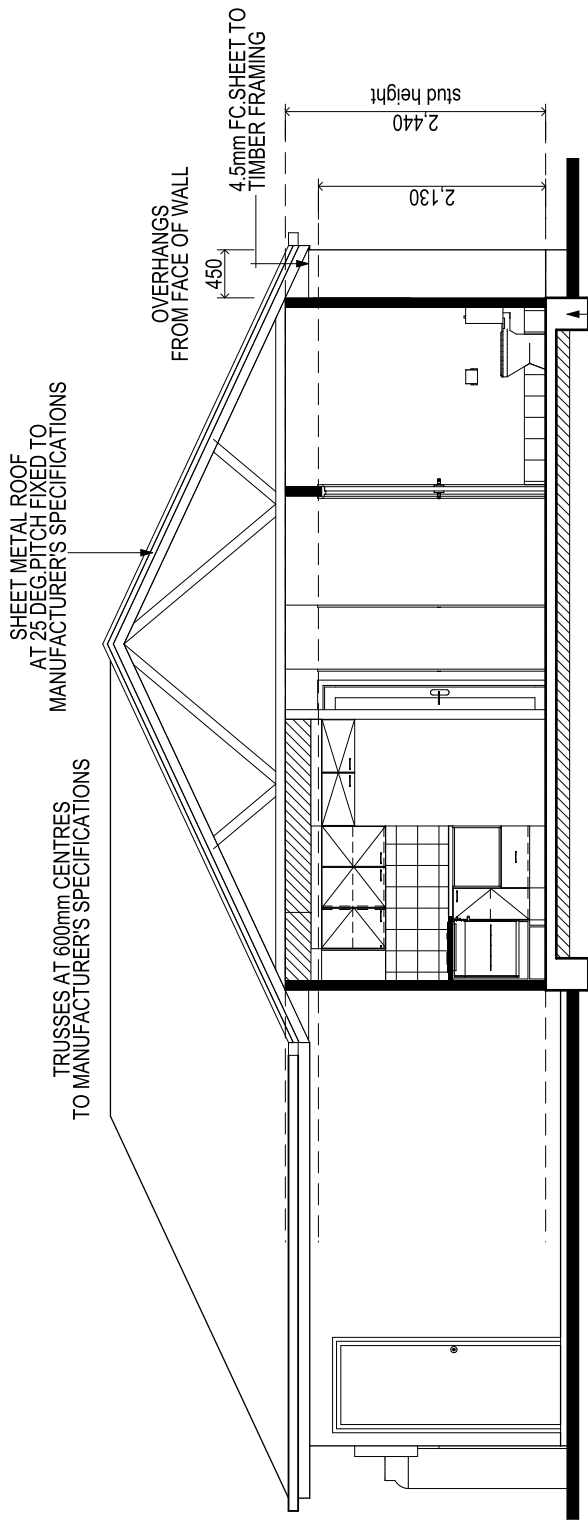
- Protection against subterranean termites shall be in accordance with AS 3660 - 2014. Provided treatment: Visual Barrier System to perimeter with approved collaterals as slab penetrations.
- HVS anti termite system to be installed in accordance with AS 1084 - 2010 (Residential)
- Reinforcement, lighting and other services to be installed in accordance with DCP PART 29 & 25, Sustainable Buildings DCP pt.29 & 25 AS/NZS 3000 : 2003 AS/NZS 6400:2005.
- Lift off linings to all WC doors to comply with Australian Standards.
- Stair construction to comply with Pt 3.8.1 and balustrades to comply with Pt 3.9.2 BCA Vol 2.
- DCP & linings to comply with Pt 3.3.4 BCA Vol 2

- PLAN LEGEND**
- all = above floor level
 - hd = head at 2100 all.
 - fw = floor waste
 - ov = overhang
 - ovs = vanity basin
 - obs = obscure glazing
 - mb = meter box
 - dp = downpipe
 - ohc = overhead cupboard
- ref = refrigerator prov.
 - mw = microwave prov.
 - dw = dishwasher prov.
 - pv = pressure washer
 - pvw = washing machine prov.
 - ghw = gas hot water unit
 - lr = level rail
 - tr = toilet roll holder
 - HC = garden tap

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CLIENT:
DAMIEN HURST
Lot 2619, Whittlesea Yea Road
Flowerdale

MODEL:	Keys Mountain	JOB No.:	20L002WH
ISSUE/DATE:		SHEET No.:	3 of 10
ISSUE 6 :			
6/04/2021			



N2 WIND DESIGN RATING

TERMITE PROTECTION IS A VISUAL BARRIER SYSTEM WITH APPROVED COLLARS AT PENETRATIONS IN ACCORDANCE WITH AS 3600.1 - 2000

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 6540350674894 07 Sep 2021

BAL 12.5
 TERMITE CONSTRUCTION IS REQUIRED IN ACCORDANCE WITH AS 3660.1-2014

FLOOD PRONE

STROUD HOMES Feels like home
 DAIMH Pty Ltd
 ABN: 89 361 926 914
 7/3272 Epping - Telephone: 03 5787 1239
 Kilmore Road Wandong Email: kirby@stroudhomes.com.au
 Vic. 3758

- NOTES**
- DO NOT SCALE - Use Figured Dimensions Only.
 - Builder to verify all dimensions and levels prior to commencement of construction.
 - All internal dimensions stated are frame sizes - excluding linings.
 - Timber framing construction to be in accordance with AS 1684-2010 (Residential Timber Framed Construction).
 - Supplier may substitute linings for those of equal strength to span ratio.
 - All structural sizes to be read in-conjunction with structural engineers drawings & details.
 - Articulation joints to comply with 3.3.1.8 BCA Vol 2.
 - Mechanical Ventilation to comply with 3.8.6 Bca Vol 2.
 - Smoke alarms to comply with 3.7.2 BCA Vol 2 (wired-n)

- Protection against subterranean termites shall be in accordance with AS 3660 - 2014. Provided treatment: Visual Barrier System to perimeter with approved collar/stainers at slab penetrations.
- HWS unit (constant flow) with 3 star energy efficiency rating to comply with AS/NZS 4201.1-2013.
- Refrigerator, lighting and kitchen fixtures & fittings to comply with QDC PART 29 & 25, 'Sustainable Buildings' QDC pt.29 & 25 AS/NZS 3001:2003 AS/NZS 6400:2005.
- Lift off hinges to all VC doors to comply with Australian Standards.
- Stair construction to comply with Pt 3.8.1, and balustrades to comply with Pt 3.9.2 BCA Vol 2.
- DCP & fittings to comply with Pt 3.3.4 BCA Vol 2

- PLAN LEGEND**
- all = above floor level
 - hd = head at 2100 all.
 - fl = floor waste
 - pl = plaster
 - vs = vanity basin
 - obs = obscure glazing
 - mb = mallet box
 - dp = downpipe
 - ohc = overhead cupboard
 - ref = refrigerator prov.
 - mw = microwave prov.
 - dw = dishwasher prov.
 - pr = pressure washer
 - gpm = gas hot water unit
 - lr = level rail
 - tr = toilet roll holder
 - HC = garden tap

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OWNER'S DATE

WITNESS

CLIENT: DAMIEN HURST	
Lot 2619, Whittlesea Yea Road Flowerdale	
MODEL: Keys Mountain	JOB No. 20L002WH
ISSUE/DATE: ISSUE 6 : 6/04/2021	SHEET No. 4 of 10

BAL 12.5

© 2021 REPRODUCTION IN PART OR WHOLE IS STRICTLY FORBIDDEN

Limit
 In a class 1a building 5W/m² - Residence
 In a Class 10a 3W/m²
 Porch & Alfresco Attached 4W/m²

Total Overall

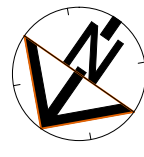
Total M2	Qty light fittings	10watts per light	Watts/m ²
108.2	13	10	1.2015
39.4	2	130	0.5076
2.3	1	20	4.3478
		10	
			6.0569

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 6540350674894 07 Sep 2021

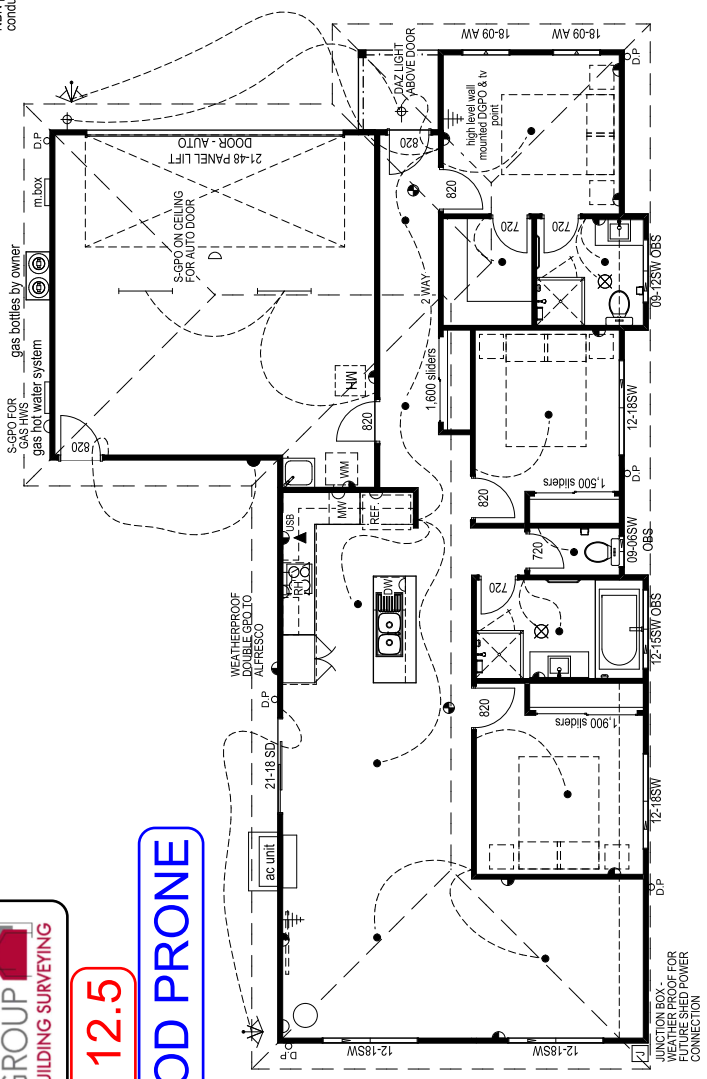
TERMITE CONSTRUCTION IS REQUIRED IN ACCORDANCE WITH AS3660.1-2014

BAL 12.5

FLOOD PRONE



NOTE:
 Supply and install 6.3 kW Solar Power system.
 NBN pre-wire, power & data points to garage, conduit to street, wire to all internal phone points.



ELECTRICAL LEGEND		
Symbol	Description	No.
	(GPO) DOUBLE POWER POINT	10
	(GPO) DOUBLE POWER POINT - USB	1
	(GPO) SINGLE POWER POINT	6
	DOWNLIGHT	13
	EXHAUST FAN	2
	LIGHT - BUNKER	1
	LIGHT - SINGLE STRIP FLUORESCENT	1
	LIGHT EXTERNAL - SENSOR UNIT	2
	SMOKE DETECTOR	6
	DATA POINTS	1
	TELEVISION POINT	1
	WALL LIGHT POINT	2
	TV ANTENNA - LOCATION TO BE CONFIRMED ON SITE	1
	JUNCTION BOX	

NOTE:
 Exhaust fans must have a minimum flow rate of 25L/s for bathrooms and sanitary compartments in accordance with Clause 3.8.7.3 of the NCC 2019.



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 Website: www.stroudhomes.com.au

- NOTES**
- DO NOT SCALE - Use Figured Dimensions Only.
 - Builder to verify all dimensions and levels prior to commencement of construction.
 - All internal dimensions stated are frame sizes - excluding linings.
 - Timber framed construction unless otherwise indicated in accordance with AS 1684-2010 (Residential Timber Framed Construction).
 - Supplier may substitute timbers for those of equal strength to span ratio.
 - All structural sizes to be read in-conjunction with structural engineers drawings & details.
 - Articulation joints to comply with 3.3.1.8 BCA Vol 2.
 - Mechanical Ventilation to comply with 3.8.6 Bca Vol 2.
 - Smoke alarms to comply with 3.7.2 BCA Vol 2 (wired-in)

- PLAN LEGEND**
- all = above floor level
 hd = head at 2100 all.
 fl = floor waste
 w = vanity washer
 o = vanity basin
 mb = master box
 dp = downpipe
 otc = overhead cupboard
- ref = refrigerator prov.
 mw = microwave prov.
 dw = dishwasher prov.
 pty = washing machine prov.
 obs = obscure glazing
 tr = toilet roll holder
 hc = garden tap
- Protection against subterranean termites shall be in accordance with AS 3660-2014. Provided treatment: Visual Barrier System to perimeter with approved collecrainers at slab penetrations.
 - HVS unit (constant low) with 3 star energy efficiency rating to comply with AS/NZS 3000:2015.
 - Refrigerator, lighting and appliances to comply with ODC PART 29 & 25. Sustainable Buildings' ODC pt.29 & 25 AS/NZS 3000:2015 AS/NZS 6400:2005.
 - Lift off hinges to all VC doors to comply with Australian Standards.
 - Stair construction to comply with Pt 3.8.1. and balustrades to comply with Pt 3.9.2 BCA Vol 2.
 - DCP & fittings to comply with Pt 3.3.4 BCA Vol 2

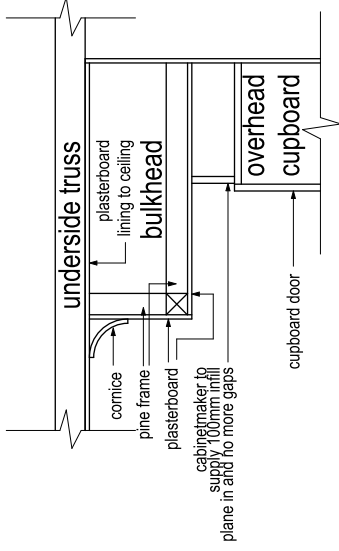
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OWNER'S DATE

WITNESS

CLIENT:
DAMIEN HURST
 Lot 2619, Whittlesea Yea Road
 Flowerdale

MODEL: Keys Mountain JOB No. 20L002WH
 SHEET No. 5 of 10



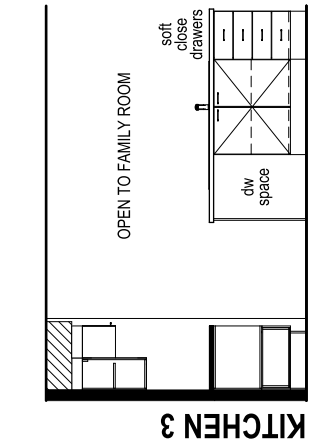
KITCHEN BULKHEAD DETAIL
SCALE: N.T.S.

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6540350674894 07 Sep 2021

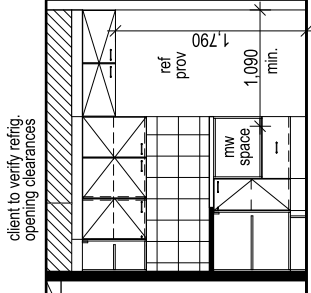
the number of doors and width of doors will be determined by the cabinetmaker to optimize the functionality of the cabinetry

TERMITE CONSTRUCTION IS REQUIRED IN ACCORDANCE WITH AS3660.1:2014

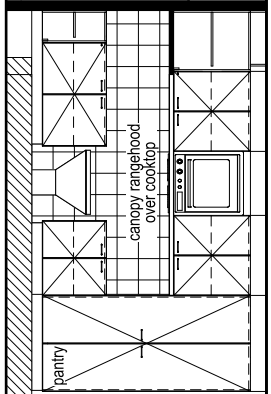
BAL 12.5 FLOOD PRONE



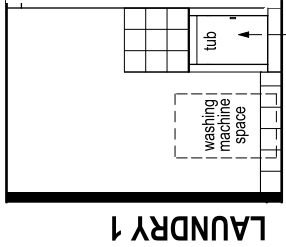
KITCHEN 3



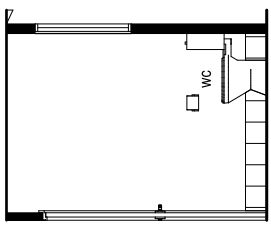
KITCHEN 2



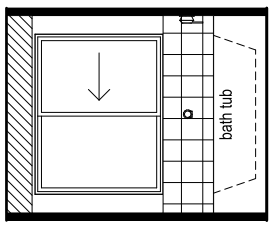
KITCHEN 1



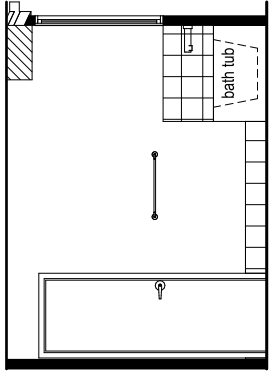
LAUNDRY 1



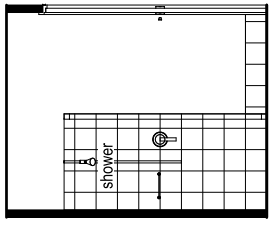
WC 1



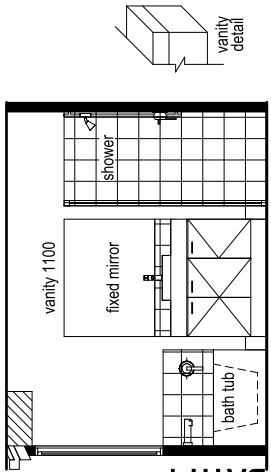
BATH 4



BATH 3



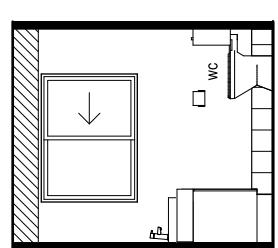
BATH 2



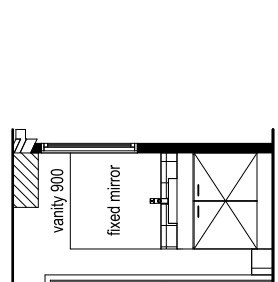
BATH 1



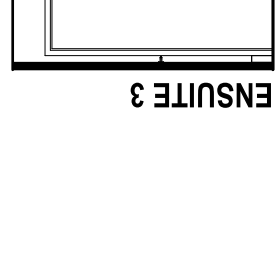
ENSUITE 4



ENSUITE 3



ENSUITE 2



ENSUITE 1

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Wandong - Vic. 3758

- NOTES**
- DO NOT SCALE - Use Figure Dimensions Only.
 - Builder to verify all dimensions and levels prior to commencement of construction.
 - All internal dimensions stated are frame sizes - excluding linings.
 - Internal dimensions may vary in accordance with AS 1084-2010 (Residential Timber Framed Structures).
 - Supplier may substitute timbers for those of equal strength to span ratio.
 - All structural sizes to be read in-conjunction with structural engineers drawings & details.
 - Articulation joints to comply with 3.3.1.8 BCA Vol 2.
 - Mechanical Ventilation to comply with 3.8.6 Bca Vol 2.
 - Smoke alarms to comply with 3.7.2 BCA Vol 2 (wired-in)

- Protection against subterranean termites shall be in accordance with AS 3660-2014. Provided treatment: Visual Barrier System to perimeter with approved collaterals as stipulated.
- HWS unit (constant flow) with 3 star energy efficiency rating to comply with AS/NZS 4400.2005.
- Refrigerator, lighting and appliances to comply with ODC PART 29 & 25. Sustainable Buildings ODC pt 29 & 25 AS/NZS 3001:2003
- Lift off hinges to all WC doors to comply with Australian Standards, AS/NZS 6400:2005.
- Stair construction to comply with Pt 3.8.1, and balustrades to comply with Pt 3.9.2 BCA Vol 2.
- DCP & fittings to comply with Pt 3.3.4 BCA Vol 2

- PLAN LEGEND**
- all = above floor level
 - hd = head at 2100 all.
 - fl = floor waste
 - dw = downpipe
 - g = vanity basin
 - obs = obscure glazing
 - mb = master box
 - dp = downpipe
 - ohc = overhead cupboard
- ref = refrigerator prov.
mw = microwave prov.
dw = dishwasher prov.
pvt = washing machine prov.
gmv = gas hot water unit
lr = lower rail
tr = toilet roll holder
hc = garden tap

PLEASE READ CAREFULLY
THIS IS AN CERTIFIED CORRECT IS THE ONE REFERRED TO IN THE CONTRACT & SPECIFICATIONS AND I UNDERSTAND CHANGES HEREAFTER MAY NOT BE POSSIBLE THESE PLANS SUPERCEDE ALL OTHER PREVIOUS PLANS ON SKETCHES.

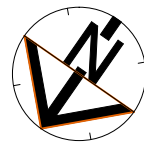
OWNER'S DATE

WITNESS

CLIENT:
DAMIEN HURST
Lot 2619, Whittlesea Yea Road
Flowerdale

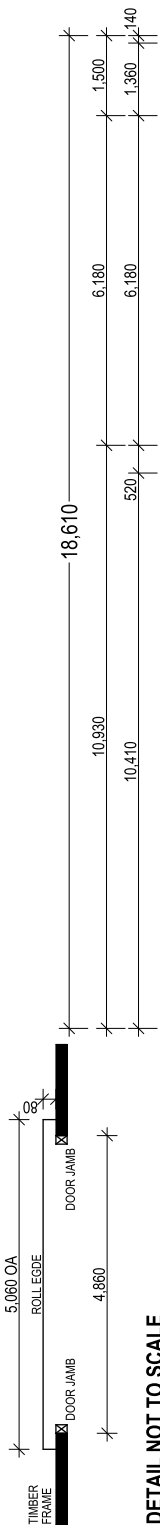
MODEL:	Keys Mountain	JOB No.:	20L002WH
ISSUE/DATE:		SHEET No.:	6 of 10
ISSUE 6 :			

BAL 12.5

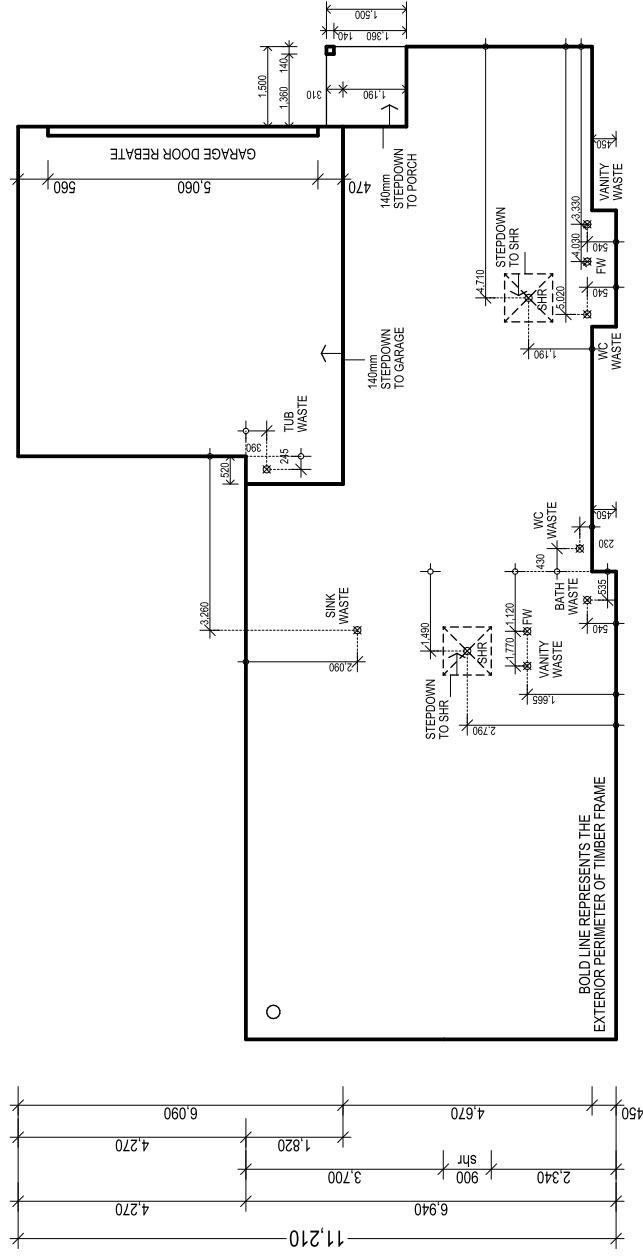


NOTE:
PLUMBER/DRAINER TO VERIFY ALL DIMENSIONS
PRIOR TO POSITIONING ALL UNDERSLAB POINTS.
MEASUREMENTS MAY VARY.
FLOOR WASTE FIXTURES TO BE POSITIONED
AT THE TIME OF CONSTRUCTION.

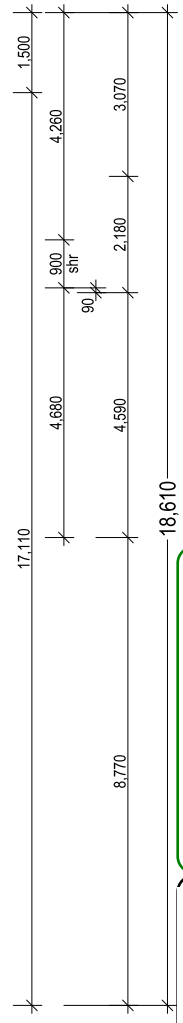
TERMITE PROTECTION:
IS A VISUAL BARRIER SYSTEM
WITH APPROVED COLLARS AT PENETRATIONS IN
ACCORDANCE WITH AS 3660.1 - 2010



DETAIL NOT TO SCALE



SLAB PLAN
SCALE 1:100



TERMITE CONSTRUCTION IS REQUIRED IN ACCORDANCE WITH AS3660.1-2014

BAL 12.5

APPROVED Tekcon GROUP
BUILDING SURVEYING
07 Sep 2021
6540350674894

STROUD HOMES
Feels like home
DAIMH Pty Ltd
ABN: 89 361 926 914
7/3272 Epping - Telephone: Email: kilmore@stroudhomes.com.au
Kilmore Road 03 5787 1239
Wandong
Vic. 3758

- NOTES**
- DO NOT SCALE - Use Figured Dimensions Only.
 - Builder to verify all dimensions and levels prior to commencement of construction.
 - All internal dimensions stated are frame sizes - excluding linings.
 - Timber frame construction.
 - Supplier may substitute linings for those of equal strength to span ratio.
 - All structural sizes to be read in-conjunction with structural engineers drawings & details.
 - Articulation joints to comply with 3.3.1.8 BCA Vol 2.
 - Mechanical Ventilation to comply with 3.8.6 Bca Vol 2.
 - Smoke alarms to comply with 3.7.2 BCA Vol 2 (wired-n)

- Protection against subterranean termites shall be in accordance with AS 3660 - 2014. Provided treatment: Visual Barrier System to perimeter with approved collars/bars at slab penetrations.
- HVS anti termite system to be installed in accordance with AS 1684 - 2010 (Residential).
- Reinforcement, lighting and other services to be installed in accordance with ODC PART 29 & 25, Sustainable Buildings ODC pt.29 & 25 AS/NZS 3001:2003 AS/NZS 6400:2005.
- Lift off hinges to all VC doors to comply with Australian Standards.
- Stair construction to comply with Pt 3.8.1, and balustrades to comply with Pt 3.9.2 BCA Vol 2.
- DCP & linings to comply with Pt 3.3.4 BCA Vol 2

- PLAN LEGEND**
- all = above floor level
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 - ref = refrigerator prov.
 - mw = microwave prov.
 - dw = dishwasher prov.
 - pv = washing machine prov.
 - ghw = gas hot water unit
 - lr = level rail
 - tr = toilet roll holder
 - HC = garden tap
- © 2021 REPRODUCTION IN PART OR WHOLE IS STRICTLY FORBIDDEN

PLEASE READ CAREFULLY
THIS PLAN CERTIFIED CORRECT IS THE ONE REFERRED TO IN THE CONTRACT & SPECIFICATIONS AND I UNDERSTAND CHANGES HEREAFTER MAY NOT BE POSSIBLE. THESE PLANS SUPERCEDE ALL OTHER PREVIOUS PLANS OR SKETCHES.

OWNER'S DATE

WITNESS

CLIENT: DAMIEN HURST	
Lot 2619, Whittlesea Yea Road Flowerdale	
MODEL:	Keys Mountain
JOB No.:	20L002WH
ISSUE/DATE:	7 of 10
ISSUE 6 :	SHEET No.
6/04/2021	



PRELIMINARY THERMAL PERFORMANCE ASSESSMENT

Client Details: Damien Hurst

Assessed Address: Lot 2, 2621 Whittlesea – Yea Road, Flowerdale VIC 3717

Plan Reference: 0002WHIT

1/04/2021

6.4 STARS

★ ★ ★ ★ ★
Heating: 162.1 MJ/m²
Cooling: 9.3 MJ/m²

Assessor: Belco Group
Nathers Accred No.: DMN/11/2138
Software: FirstRate5 Ver-5.3.0a (3.21)

Please be advised that based on the information received this home achieved 6 stars with the following construction materials and methods.

Walls: External Walls: Metal Sheet Cladding with R2 Wall batt & 1 Layer of Vapour Permeable wall wrap.

Colour: Medium

Floors: Internal garage wall with R2 Wall batt & 1 Layer of Vapour Permeable wall wrap.

Ground Floor: 225mm Waffle Pod concrete construction reaching R0.7

Ceiling/Roof: Ceiling: R4.1 Ceiling Batts with R2.0 Perimeter Ceiling Batts

Roof: Colorbond roofing with 1 layer of Permastop 55 reaching R1.3

Colour: Light

Windows/Doors: Windows: Timber Single Glazed Sliding windows U-Value 4.92, SHGC 0.58 (Throughout)

Doors: Timber Single Glazed Sliding door U-Value 4.87, SHGC 0.66 (Throughout)

Lighting/Ceiling Lighting: Batten lighting with no ceiling penetration.

Penetrations: Downlights with 70mm ceiling penetrations.

Exhaust fans with 250mm insulation clearance.

Rangehood with 100mm insulation clearance.

Construction Requirements: 1. The external gaps between the window/door frames and the frame must be sealed/striped against air drafts.

2. Having either a rainwater tank connected to all sanitary flushing systems OR a solar water heater system is required in Victoria.

Notes: None

APPROVED Tekcon GROUP BUILDING SURVEYING
07 Sep 2021
6540350674894

TERMITE CONSTRUCTION IS REQUIRED IN ACCORDANCE WITH AS3660.1-2014

BAL 12.5 FLOOD PRONE

STROUD-HOMES Feels like home
DAIMH Pty Ltd
ABN: 89 361 926 914
7/3272 Epping - Telephone: 03 5787 1239
Kilmore Road Wandong
Email: info@stroudhomes.com.au

NOTES

- DO NOT SCALE - Use Figured Dimensions Only.
- Builder to verify all dimensions and levels prior to commencement of construction.
- All internal dimensions stated are frame sizes - excluding linings.
- Internal dimensions are to be measured in accordance with AS 1684-2010 (Residential Timber framed construction).
- Supplier may substitute linings for those of equal strength to span ratio.
- All structural sizes to be read in-conjunction with structural engineers drawings & details.
- Articulation joints to comply with 3.3.1.8 BCA Vol 2.
- Mechanical Ventilation to comply with 3.8.6 Bca Vol 2.
- Smoke alarms to comply with 3.7.2 BCA Vol 2 (wired-in).
- Protection against subterranean termites shall be in accordance with AS 3660-2014. Provided treatment: Visual Barrier System to perimeter with approved collaterals as slab penetrations.
- HWS unit (constant flow) with 3 star energy efficiency rating to comply with AS/NZS 4008:2005.
- Refrigerator, lighting and DCP to be installed in accordance with QDC PART 29 & 25. Sustainable Buildings QDC pt.29 & 25 AS/NZS 3001:2003 AS/NZS 6400:2005.
- Lift off hinges to all WC doors to comply with Australian Standards.
- Stair construction to comply with Pt 3.8.1, and balustrades to comply with Pt 3.9.2 BCA Vol 2.
- DCP & linings to comply with Pt 3.3.4 BCA Vol 2

PLEASE READ CAREFULLY
THIS PLAN CERTIFIED CORRECT IS THE ONE REFERRED TO IN THE CONTRACT & SPECIFICATIONS AND I UNDERSTAND CHANGES HEREAFTER MAY NOT BE POSSIBLE. THESE PLANS SUPERCEDE ALL OTHER PREVIOUS PLANS OR SKETCHES.

OWNER'S DATE

WITNESS:

CLIENT: DAMIEN HURST
Lot 2619, Whittlesea Yea Road
Flowerdale

MODEL: Keys Mountain JOB No. 20L002WH
ISSUE/DATE: ISSUE 6 : 6/04/2021 SHEET No. 8 of 10

BAL 12.5



Domestic Building Insurance

Certificate of Insurance

Damien Hurst, Narelle Hurst

**25 Church St
TRARALGON
VIC 3844**

Policy Number:

C640087

Policy Inception Date:

03/09/2021

Builder Account Number:

014759

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **2621 Whittlesea-Yea Rd FLOWERDALE VIC 3717 Australia**

Carried out by the builder: **DAJMH PTY LTD**

Builder ACN: **137286849**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Damien Hurst, Narelle Hurst**

Pursuant to a domestic building contract dated: **22/12/2020**

For the contract price of: **\$ 310,158.00**

Type of Cover: **Cover is only provided if DAJMH PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* 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 terms and conditions.



Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

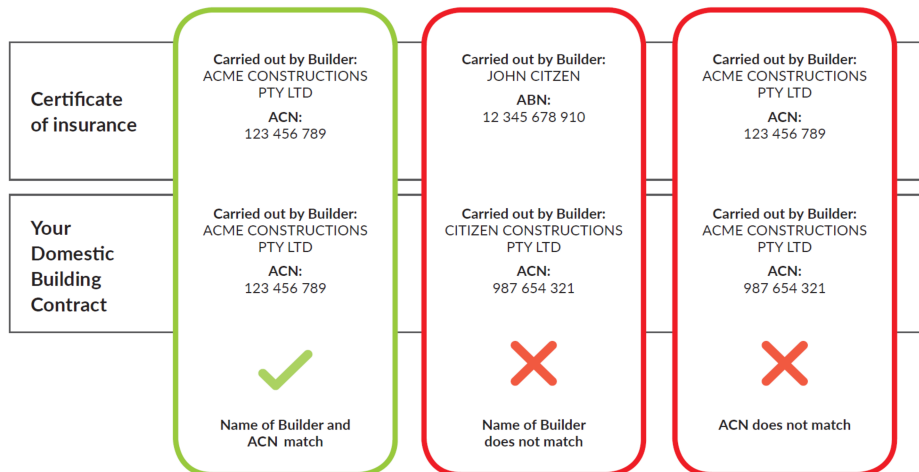
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,678.00
GST:	\$167.80
Stamp Duty:	\$184.58
Total:	\$2,030.38

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for





ABN: 25 121 360 978
AFS Licence No. 305802



Certificate of Currency

This document certifies that the policy referred to below is currently intended to remaining force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the 'Insurance Contracts Act 1984'.

Insurer: Certain Underwriters at Lloyd's of London
(UMR B184022YIM5058 & B184022YIM5021)

Product Issuer: This policy is issued by ATC Insurance Solutions Pty. Ltd. (ACN121 360 978, AFS Licence No. 305802) acting on behalf of Various Underwriters at Lloyd's of London.

Insured: The Trustee for The Kirby Family Trust, DAJMH Pty Ltd t/as Stroud Homes Melbourne North

Policy No. ATCCWI1568

Class of Insurance: Annual Contract Works & Liability

Business Description: Residential, commercial, industrial contractors/project, including associated civil works; office occupiers and property owners of vacant land.

Insured Contract(s): Contracts Transferred Basis

Territorial Limits: Section A – Anywhere in Australia below the 26th Parallel South
Section B – Worldwide excluding USA & Canada

Period of Insurance: 15-05-2022 to 15-05-2023 at 4:00pm

Material Damage Sum Insured:

Contract Works	\$ 2,000,000	any one occurrence
Named Insured's Plant & Equipment (Aust)	\$ 25,000	any one occurrence

Legal Liability: Limit of Liability:

Public:	\$ 10,000,000	any one occurrence
Products:	\$ 10,000,000	any one claim and in the aggregate for all claims

Signature:

Steven Duong

Date:

9/05/2022

IMPORTANT:

In arranging this certificate, we are acting under an authority given to us by the insurer named above to issue certificates on their behalf. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is, to the best of our know knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

DISCLAIMER:

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the 'Insurance Contracts Act 1984'. We accept no responsibility or liability to advise any party who may be relying on this certificate of such an alteration to or cancellation of the policy of insurance.



Owner Builder Warranty Inspection Report (137B)

Inspection Date: Mon, 16 Sep 2024

Property Address: 2619 Whittlesea-Yea Rd, Flowerdale VIC
3717, Australia



Contents

	The Parties
Section A	Results of inspection - summary
Section B	General
Section C	Accessibility
Section D	Significant Items
Section E	Additional comments
Section F	Annexures to this report

Definitions to help you better understand this report

Terms on which this report was prepared

Special conditions or instructions

If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.

This Report has been prepared in accordance with the pre-inspection agreement in place between the parties set out below, which set out the purpose and scope of the inspection, and the significant items that will be reported on. This Report reflects the opinion of the inspector based on the documents that have been provided. This Report should be read in its entirety and in the context of the agreed scope of Services. If there is a discrepancy between the summary findings and the body of the Report, the body of the Report will prevail. We recommend that you should promptly implement any recommendation or advice in this Report, including recommendations of further inspections by another specialist. If you have any queries with this Report or require further information, please do not hesitate to contact the person who carried out the inspection. This Report contains reference to material that is the copyright of Standards Australia reproduced under agreement with SAI Global to Jim's Building Inspections (Australia).

Original Inspection Date: Mon, 16 Sep 2024

The Parties

Name of the Client: Damien Crowley

Name of the Principal(if Applicable):

Job Address: 2619 Whittlesea-Yea Rd, Flowerdale VIC 3717, Australia

Client's Email Address:

[REDACTED]

Client's Phone Number:

[REDACTED]

Consultant: Morris Terzo Ph: 0491 279 368
Email: Macleod@jimsbuildinginspections.com.au

DBU 42064

Company Name: Jim's Building Inspections (Macleod)

Company Address and Postcode: Macleod 3085

Company Email: Macleod@jimsbuildinginspections.com.au

Company Contact Numbers: 0491 279 368

Special conditions or instructions

A report may be conditional on information provided by the person, agents or employees of the person requesting the report, apparent concealment of possible defects and a range of other factors

The following apply: A report may be conditional on information provided by the person, agents or employees of the person requesting the report, apparent concealment of possible defects and a range of other factors.

The following apply:

This inspection was a non-invasive visual inspection only and hence, it was not possible to determine that the foundation of the posts had been properly installed at construction stage, however the works appear to have been done to a satisfactory level.

Section A Results of Inspection - summary

A summary of your inspection is outlined below; please also refer to the Report.

	Found	Not Found
Safety Hazard		✓
Defect		✓
Incomplete Works		✓
Recycled Building Materials		✓

Overall Condition

In summary, the building, compared to others of similar age and construction is in good condition.

Section B General

General description of the property

Building Type	Residential
Company or Strata title	
Floor	Not Applicable
Furnished	Furnished
No. of bedrooms	3
Occupied	Occupied
Orientation	East
Other Building Elements	N/A
Other Timber Bldg Elements	N/A
Roof	Not Applicable
Storeys	Single
Walls	Not Applicable
Weather	Fine

Section C Accessibility

Areas Inspected

The following areas were inspected. Only areas in which the Owner Builder undertook works are included in the scope of inspection.

As documented in your Pre-Inspection Agreement, obstructions and limitations to the accessible areas for inspection are:

- Interior
- Exterior

The inspection excludes areas which are affected by obstructions or where access is limited or unsafe. We do not move obstructions and building defects may not be obvious unless obstructions or unsafe conditions are removed to provide access.

Inaccessible Areas

The following areas were inaccessible:

- Not Applicable

Inaccessible areas present a high risk for undetected building defects, incomplete works and potentially a lower risk for undetected use of second hand building materials. The client is strongly advised to make these areas accessible wherever possible for re-inspection.

Obstructions and Limitations

Building defects, incomplete works and the use of second hand or recycled building materials may be concealed by the following obstructions which prevented full inspection:

- Not Applicable

Obstructions increase the risk of undetected building defects, incomplete works and the use of second hand building materials. The client should make arrangement to remove obstructions wherever possible and arrange to re-inspect these areas urgently.

Undetected defect risk

A risk rating is provided to help you understand the degree to which accessibility issues and the presence of obstructions have limited the scope of the inspection

The risk of undetected defects is: **Medium**

When the risk of undetected defects medium or high we strongly recommend further inspection once access is provided or if the obstruction can be removed. Contact us for further advice.

Section D Significant Items

Safety Hazard

No evidence was found

Defect

No evidence was found

Incomplete Works

No evidence was found

Recycled Building Materials

No evidence was found

Section D Significant Items

D4 Further Inspections

We advise that you seek additional specialist inspections from a qualified and, where appropriate, licensed

- As identified in summary and defect statements

Jim's Building Inspections can put you in contact with qualified and licensed providers of these and other trades services. Please contact your inspector for recommendations, or visit www.jims.net.

D5 Conclusion - Assessment of overall condition of property

- This section 137B building inspection report was commissioned by Damien Crowley who is the owner.

The building works consisted of the new construction of the rear pergola. Qualified trades were utilised.

These works were completed as an owner builder with nil drawings and nil building permits.

The works were completed in 2024.

These works appear to be completed satisfactorily.

Morris Terzo

EC - 63766

For further information, advice and clarification please contact Morris Terzo on: 0491 279 368

Section E Attachments and Further Comments

Section D Significant Items

The following items were noted as - Good Condition

Noted Item

Building: Shed
Location: Rear Pergola > Existing
Finding: New Construction of Rear Pergola - No Remedial Works Required
Information: No remedial works are required at the current time.

All building elements, structures and materials have been assessed and are compliant with current Building Code of Australia (BCA) Standards and Tolerances.

Works have been completed to an acceptable level and do not pose any defects at the time of inspection.





Definitions to help you better understand this report

Access hole (cover)	An opening in flooring or ceiling or other parts of a structure (such as service hatch, removable panel) to allow for entry to carry out an inspection, maintenance or repair.
Accessible area	An area of the site where sufficient, safe and reasonable access is available to allow inspection within the scope of the inspection.
Appearance defect	Fault or deviation from the intended appearance of a building element.
Asbestos	Asbestos means the asbestiform varieties of mineral silicates belonging to the serpentine or amphibole groups of rock-forming minerals including the following: (a) actinolite asbestos (b) grunerite (or amosite) asbestos (brown) (c) anthophyllite asbestos (d) chrysotile asbestos (white) (e) crocidolite asbestos (blue) (f) tremolite asbestos (g) a mixture that contains 1 or more of the minerals referred to in paragraphs (a) to (f).
Building and Site	The main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, tree stumps and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).
Building element	A portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function. NOTE: For example supporting, enclosing, furnishing or servicing building space.
Client	The person or other entity for whom the inspection is being carried out.
Defect	Fault or deviation from the intended condition of a material, assembly, or component.
Inspection	Close and careful scrutiny of a building carried out without dismantling, in order to arrive at a reliable conclusion as to the condition of the building.
Inspector	Person or organisation responsible for carrying out the inspection.
Limitation	Any factor that prevents full or proper inspection of the building.
Major defect	A defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.
Minor defect	A defect other than a major defect.
Owner Builder	The definition of an owner builder is subject to some state-based variation. Please check the Building Commission or Authority website of

	<p>your state for definitive classifications. Generally an owner builder is someone who undertakes any work including supervision and coordination involved in the construction, alteration, repair, additions or renovations of a dwelling and associated infrastructure (garages, pools etc) where the market cost exceeds a minimum value (check your state based regulations), which relates to a single or dual occupancy dwelling and that requires planning and or building permits under state regulations.</p>
Proper and Tradesmanlike Workmanship (Aust)	As defined in the Guide to Standards and Tolerances in your state.
Readily Accessible Areas	<p>Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces or subfloors where the minimum area of accessibility is not less than 400 mm high by 500 mm wide for manholes, and crawl space access is not less than 600 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes:</p> <p>(a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the areas is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide) and</p> <p>(b) areas at the eaves of accessible roof spaces, that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).</p>
Roof space/Roof void	Space between the roof covering and the ceiling immediately below the roof covering.
Serviceability defect	Fault or deviation from the intended serviceability performance of a building element.
Significant item	An item that is to be reported in accordance with the scope of the inspection.
Structural defect	Fault or deviation from the intended structural performance of a building element.
Structural element	Physically distinguishable part of a structure. NOTE: For example wall, columns, beam, connection.
Subfloor space	Space between the underside of a suspended floor and the ground.
Urgent and Serious Safety Hazards	Building elements or situations that present a current or immediate potential threat of injury or disease to persons.

Terms on which this report was prepared

This report is based on the condition of the property at the time of inspection. We strongly recommend re-inspection 30 days after this report is issued as the general condition of the property is likely to have changed, including the extent of defects described and instance of potential undetected defects.

This report has been prepared in accordance with and subject to the pre-inspection agreement in place between the parties, which forms part of this Report.

This Report is prepared for the client identified above and may not be relied on by any other person without our express permission or by the purchase of this Report on our website.

SPECIAL ATTENTION SHOULD BE GIVEN TO THE SCOPE, LIMITATIONS AND EXCLUSIONS IN YOUR PRE-INSPECTION AGREEMENT AND THIS REPORT

Any of the exclusions or limitations identified for this Report may be the subject of a special-purpose inspection which we recommend being undertaken by an appropriately qualified inspector

RELIANCE AND DISCLOSURE

This report has been prepared based on conditions at the time of the report.

We own the copyright in this report and may make it available to third parties.

If your Property is in the Australian Capital Territory, you acknowledge we will make certain information about this Report available to the ACT Government for inclusion in the building and pest inspections public register if required under the *Civil Law (Sale of Residential Property) Act 2003*. This will include the fact the report has been prepared, the Property street address, date of the inspection, the name of the person who prepared the report and (if applicable) the entity that employs them.

UNDETECTED DEFECT RISK RATING

If this Report has identified a medium or high-risk rating for undetected defects, we strongly recommend a further inspection of areas that were inaccessible. This may include an invasive inspection that requires the removal or cutting of walls, floors or ceilings.

If the Property has been vacant for a period of time, moisture levels or leaks may not be detectable at the time of the inspection because often only frequent use of water pipes (showers, taps etc) result in a leak being identifiable. We advise further testing on pipes and water susceptible areas (such as the bathroom and laundry) after more frequent use has occurred.

IMPORTANT SAFETY INFORMATION:

This is not a report by a licensed plumber or electrician. We recommend a special-purpose report to detect substandard or illegal plumbing and electrical work at the Property

This is not a smoke alarm report. We recommend all existing detectors in the Property be tested and advice sought as to the suitability of number, placement and operation.

This is not a pest report. As termites are widespread throughout mainland Australia we recommend annual timber pest inspections.

This is not an asbestos report. There are potential products in the Property containing asbestos that will not be identified in this report. In order to accurately identify asbestos, we recommend performing an asbestos inspection, particularly for buildings built prior to 1988.

This is not a report on safety glass. Glazing in older homes may not reflect current standards and may cause significant injury if damaged. Exercise caution around the glass in older homes.

This is not a report on window opening restrictions. We have not inspected window opening restrictors. Window openings in older buildings may not reflect current standards and can be a potential risk. Window opening restrictors are advised for all second story or above windows with sill heights below 900mm. Some states make this a mandatory requirement. Owners should enquire of their local and state requirements to ensure compliance.

This is not a report on pool safety. If a swimming pool is present it should be the subject to a special purpose pool inspection.

External Timber Structures - Balcony and Decks. It is strongly recommended that a Structural Engineer is required to assess distributed load capacity of external timber structures such as balconies and decks, alerting users of the load capacity. Regular maintenance and inspections by competent practitioners to assess the ongoing durability of exposed external timber structures are needed.

This is not a Group Titled Property Report as per AS4349.2. If you require a report for a Group Titled Property as per this standard, please seek a separate inspection for Group Titled Properties.

MOISTURE

The identification of moisture, dampness or the evidence of water penetration is dependent on the weather conditions at the time an inspection. The absence of dampness identified in this Report does not necessarily mean the Property will not experience some damp problems in other weather conditions or that roofs, walls or wet areas are watertight.

Where the evidence of water penetration is identified we recommend detailed investigation of waterproofing in the surrounding area monitoring of the affected area over a period of time to fully detect and assess the cause of dampness.

MAINTENANCE OF THE PROPERTY

This Report is not a warranty or an insurance policy against problems developing with the Property in the future. Accordingly, a preventative maintenance program should be implemented which includes systematic inspections, detection and prevention of issues. Please contact the inspector who carried out this inspection for further advice.

NO CERTIFICATION

- a) The Property has been compared to others of a similar age, construction type and method that had an acceptable level of basic maintenance completed.
- b) We don't advise you about title, ownership or other legal matters like easements, restrictions, covenants and planning laws. None of our inspections constitutes approval by a Building Surveyor, a certificate of occupancy or compliance with any law, regulation or standard, including any comment on whether the Property complies with current Australian Standards, Building Regulations or other legislative requirements.

RECTIFICATION COSTS

We don't provide advice on the costs of rectification or repair unless specifically identified in the scope of the Report. Any cost advice provided verbally or in this report must be taken as of a general nature and is not to be relied on. Actual costs depend on the quality of materials, the standard of work, what price a contractor is prepared to do the work for and may be contingent on approvals, delays and unknown factors associated with third parties. No liability is accepted for costing advice.

DATED

2024

DAMIEN JOHN CROWLEY

VENDOR STATEMENT

Property: 2619 Whittlesea-Yea Road, Flowerdale VIC 3717

Mountain Ranges Conveyancing Pty Ltd
Licensed Conveyancer
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