

Contract of sale of land

Property: 22 Enrica Drive, Melton South, VIC 3338



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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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

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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/...../20.....

Print name(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/...../20.....

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

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Harcourts Rata & Co

Address: 1/240 Caroline Springs Boulevard, Caroline Springs, VIC, 3023

Email: sold@rataandco.com.au

Tel:

Mob: 0409 853 503

Fax:

Ref: Nathan Hunt

Vendor

Name: Darrel Lagahit Serenio

Address:

ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Legal World Pty Ltd

Address: PO Box 1099, Wahroonga NSW 2076

Email: team@legalworld.com.au

Tel: (02) 8599 7918

Fax: 02 8272 8256

Ref: Jeevan Menon

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 12321 Folio 029	604	831656L
Volume Folio		

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: 22 Enrica Drive, Melton South, VIC 3338

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

All fixtures and fittings.

Payment

Price	\$	
Deposit	\$	On signing hereof
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 or before 30 days from date of contract.

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*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

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

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

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

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

Special Conditions

1. Definitions and Interpretation

1.1 Definitions

In this Contract of Sale the meaning of the terms used as set below.

Act means the *Subdivision Act 1988 (Vic)*

Additional Restrictions includes, without limitation all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including, without limitation, the entering into of any agreement under section 173 of the *Planning and Environment Act 1987 (Vic)* and any agreement required under the Planning Permit) leases, licenses, other occupation rights and arrangements relating to all or part of the Development including those, without limitation, which are described in special condition 20 and which are:

- (a) required by an Authority or the Registrar;
- (b) required by a condition of an Approval;
- (c) reasonably and properly required for the Development; and
- (d) necessary to satisfy a Requirement.

Approvals means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development or any Lot on the Plan.

Authority means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Bank means any one of Commonwealth Bank of Australia, Westpac Banking Corporation, ANZ Banking Group Limited, National Australia Bank Limited or any Australian Bank which the **vendor's legal practitioner** (as stakeholder) deposits the Deposit with or as the **vendor** otherwise agrees to.

Claim means any claim, action, proceeding, judgement, damage, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person, however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including, but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyer's inability to use the **land**.

Contract means this contract of sale of real estate and includes the attachments and schedules to this contract.

Contamination/Contaminant means in relation to land, the presence in, on or under that land, including groundwater under the land, of any substance (including a chemical, a mineral or any natural or human produced substance) which has been added to the land at a concentration above the concentration at which the substance is normally present in, on or under geologically similar land in the same locality and poses a threat to human health or the Environment.

Deposit Security means an unconditional and irrevocable Bank Guarantee or Deposit Bond made out in favour of the Vendor's solicitors in a form issued by a bank or provider approved by the vendor's solicitors in its absolute discretion with either no expiry date or an expiry date acceptable to the Vendor's solicitors in its absolute discretion.

Environment means the physical factors of the surrounds of human beings including the land, waters, atmosphere, climate, sounds, odours, tastes, the biological factors of animals and plants, the social factor of aesthetics and includes ecosystems.

Environmental Law means any statute or common law relating to the Environment, including any law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, soil or underground Contamination, chemicals, waste, use of hazardous or dangerous goods or substances, building regulations, public and occupational health and safety, noxious trades, or any other aspect of protection of the Environment or person or property.

Foreign Person means a "Foreign Person" as defined in Section 5 or section 21A of the Takeovers Act or a person to who section 21A applies.

General conditions mean the general conditions set out in this **contract**.

Guarantee and indemnity means the guarantee and indemnity which forms **Attachment 1** to this Contract.

Insolvency Event means if the Purchaser:

- (a) is an individual and:
 - (i) dies;
 - (ii) an administration order within the meaning of the Guardianship and Administration Board Act 1986 (Vic) is made concerning the Purchaser's estate; or
 - (iii) commits an act of bankruptcy or becomes insolvent; or
- (b) is a corporation and:
 - (i) assigns any of its property for the benefit of the creditors or any class of them;
 - (ii) its interest in or under this contract or in the subject matter of this contract becomes attached or taken in execution or under any legal process;
 - (iii) an encumbrance takes any step towards taking possession or takes possession of any assets of it or exercises any power of sale;
 - (iv) it ceases, suspends or threatens to cease or suspend the conduct of a majority of its business, or disposes of or threatens to dispose of its assets, except for the purposes of a solvent reconstruction or amalgamation previously approved by the Vendor;
 - (v) any security interest becomes enforceable or is enforced against it;
 - (vi) a distress, attachment or other execution is levied or enforced against it in excess of \$10,000.00;
 - (vii) it has a judgement or order given against it in an amount exceeding \$10,000.00 (or the equivalent in another currency) and the judgement or order is not satisfied or quashed or stayed within 20 Business Days after being given;
 - (viii) it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
 - (ix) a resolution is passed by it to appoint an administrator or an administrator of it is appointed;
 - (x) an order is made that it be wound up;
 - (xi) an order is made appointing a liquidator or a provisional liquidator of it;
 - (xii) it resolves to wind up or otherwise dissolve, or gives notice of its intention to do so, except for the purposes of solvent reconstruction or amalgamation previously approved by the Vendor, or is otherwise wound up or dissolved;
 - (xiii) it is, or states that it is, or under Law is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or

stops or suspends or threatens to stop or suspend payment of all or a class of its debts;

- (xiv) a receiver, receiver and manager, administrator, controller or similar officer of any assets or the whole or any part of the undertaking of it is appointed; or
- (xv) it is or makes statement from which it may be reasonably deduced by the Vendor that the Purchaser is the subject of an event described in section 459C(2) of the Corporations Act; or
- (xvi) is a trustee of a trust, it is unable to satisfy out of the assets of the trust the liabilities incurred by it as and when those liabilities fall due,

and any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

Outgoings means all rates, utility connection fees, taxes, levies, fire insurance premiums and all other outgoings for the **land** together with the contributions (if any) demanded, paid or payable to the **owner's corporation**, the amounts paid by the vendor on behalf of the **owner's corporation** which include any insurance premiums.

Particulars of sale mean the particulars of sale in this **contract**.

Property Controls means all existing and future planning, environmental, building and similar controls relating to the use and development of the Property.

Property means the property sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.

Regulations means *Owners Corporation Regulations 2007 (Vic)*

Restrictive Covenant means the restrictive covenant set out in the Plan or on such terms as the Vendor deems appropriate in its absolute discretion.

Services means supply of electricity, water and sewerage services to the land.

Takeovers Act means the *Foreign Acquisition and Takeovers Act 1975 (Cth)*

Vendor's legal practitioner means the **vendor's legal practitioner** appointed from time to time; and

Vendor's statement means the vendor's statement attached to this **contract**.

1.2 Interpretation

In this contract:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this contract;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority as well as an individual;
- (f) a reference to special condition, party, attachment or annexure is a reference to a special condition, party, attachment or annexure to this contract;
- (g) a reference to any legislation includes all delegation legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to this document includes that party's successors and permitted assignees;
- (j) a promise on the part of 2 or more persons binds them jointly and severally;

- (k) a reference to an agreement other than this contract includes a document and any legal enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
 - (l) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
 - (m) no provision of this contract will be construed adversely to a party because that party was responsible for the preparation of this document or that provision;
 - (n) a reference to a body, other than a party to this contract (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,
 - (o) is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
 - (p) a reference to a time is a reference to the time in Victoria; and
- any reference to terms defined in the *A New Tax System (Goods and Services Tax) Act 1999 Cth* is, unless the context indicates otherwise, a reference to that term as defined in that Act.

1.3 Interpretation of inclusive expressions

Specifying anything in this document after the words 'include' or 'for example' or similar expressions does not limit what else is included.

1.4 Inconsistency between General Conditions

If there is an inconsistency between the General Conditions and these special conditions, these special conditions prevail.

1.5 Priority of restrictions

The Purchaser and the Vendor agree that if there is:

- (a) any conflict arising between the Plan Restrictions, the Restrictive Covenant, the Additional Restrictions, these special conditions and the General Conditions, the ranking in priority will be as follows:
 - (i) first the Plan Restrictions;
 - (ii) second the Restrictive Covenant;
 - (iii) third the Additional Restrictions;
 - (iv) fourth these special conditions; and
 - (v) fifth the General Conditions.
- (b) any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special condition will prevail and have priority over this special condition.

2. Variation of General Conditions

The following General Conditions are amended as follows:

- (a) General Condition 6.4(c) (Vendor Warranties) – delete the words “or other possessory agreement affecting the land”;
- (b) General Condition 9 (Consents) is deleted;
- (c) General Condition 17.1(b)(i) is amended to read “provide all title documents necessary to enable the purchaser to become the registered proprietor of the land”;

- (d) General Condition 23.2(b) is deleted;
- (e) ~~A new General Condition 15.3 is inserted (with words to the following effect):
"23.4 Where any adjustment must be made in relation to any land tax assessed on the Property and payable under the Land Tax Act 1958 (Vic), all such adjustments made in relation to the land tax must be adjusted on a single holding basis."~~
- (f) General Condition 33 (Default Interest) replace "2%" with "4%";
- (g) if the Deposit is less than 10% of the price, General Condition 35.4(a) (Default not remedied) replace the word "up" with the word "equal"; and
- (h) if the Deposit is 10% of the Price, General Condition 35.4(a) (Default not remedied) replace the word "up" with the word "equal";
- (i) General Condition 32 (Breach) is deleted.

3. Planning Restrictions

The Purchaser buys the Property subject to any restrictions on its use or development under the *Planning and Environment Act 1987 (Vic)*, any planning scheme and the Property Controls.

4. Purchaser's Inspections

4.1 Own Inspection

The Purchaser warrants that in entering into this contract it:

- (a) Purchases the Property solely as a result of its searches, inspection and enquiries; and
- (b) Accepts the condition of the Property as at the Day of Sale.

4.2 No Reliance

Subject to any warranties given by the Vendor in General Condition 6 (if any), the Purchaser acknowledges that it has relied on its own independent advice, examinations and valuations and has not relied on any information, representation or warranty given or made by or on behalf of the Vendor, including any information, representation or warranty concerning:

- (a) title to the Property;
- (b) the terms of any documents relating to any encumbrances affecting the Property;
- (c) the boundaries or area of the Property;
- (d) the neighbourhood of the Property;
- (e) the suitability of the Property for any particular use;
- (f) its rights and powers relating to the Property;
- (g) the services and utilities to the Property;
- (h) the occupation of the Property;
- (i) the owners corporation matters relating to the Property;
- (j) whether improvements on the Land comply with any Laws;
- (k) the condition of the Property;
- (l) the accuracy, currency, reliability or completeness of information provided to the Purchaser by or on behalf of the Vendor;
- (m) any financial return or income to be derived from the Property; or
- (n) the applicability of any environmental liability to the Property.

5. No Warranties

The Purchaser acknowledges that:

- (a) it accepts the Property with all Property Controls, Approvals, Plan Restrictions, Restrictive Covenant and the Additional Restrictions;
- (b) it has made all the enquiries with all relevant Government Agencies that a prudent and careful person would make before entering into this contract;
- (c) it enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;
- (d) it acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Land and that the Land may be filled, raised, levelled, compacted or cut;
- (e) it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitor or the Vendor's Agent other than those expressly set out in this contract;
- (f) it must disclose to any financier, valuer, Authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of the Contract by the Vendor or any other party; and
- (g) any measurements shown on the Plans are indicative only.

6. Marketing materials

The Purchaser acknowledges and agrees that any drawings, mock ups, displays or other material depicting the Development or marketing material provided to or inspected by the Purchaser prior to the Day of Sale is intended as an indicative representation only, and the Purchaser acknowledges that the Purchaser has not relied on its inspection of that display unit, if any, or other marketing material in entering into this contract.

7. Environmental Indemnity

7.1 Release

The Purchaser must not, at any time make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price in relation to the presence of any Contaminant on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

7.2 Indemnity

The Purchaser indemnifies the Vendor and its officers, directors, employees, agents and representatives against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in relation to the presence of any Contaminant on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

7.3 Compliance with notices

The Purchaser must comply with any notice or order relating to the Property made or issued under any Environmental Law after the Day of Sale.

8. Cost of default

The Purchaser must pay any Costs incurred by the Vendor due to the Purchaser's failure to comply with any of its obligations under this contract which may include, without limitation:

- (a) interest payable by the Vendor under any existing mortgage over the Property from the Settlement Due Date;
- (b) all legal expenses incurred by the Vendor as a result of the Purchaser's delay; and
- (c) a fee of \$440.00 for any rescheduling of settlement.

which must be paid on or before settlement, if not paid at settlement, the Purchaser is taken to be in default of payment of the Balance until paid.

9. Insolvency event

9.1 Insolvency Event

In addition to any other rights the Vendor may have to terminate this contract, the Vendor may terminate this contract, by notice to the Purchaser, if an Insolvency Event occurs.

9.2 Consequences of termination

If the Vendor gives the Purchaser a notice under special condition 9.1:

- (a) General Condition 34 will not apply and this contract ends when the notice is given;
- (b) General Conditions 35.4 and 35.5 apply; and
- (c) the Vendor is entitled to the Deposit.

10. Purchaser's indemnity

The Purchaser indemnifies the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in respect of any act or omission that occurs after the Settlement Date concerning the Property and the Goods, except to the extent caused or contributed to by the Vendor.

11. Guarantee and Indemnity

If the Purchaser is a corporation (within the meaning of the Corporations Act) that is not admitted to the official list of ASX Limited, the Purchaser must on the Day of Sale:

- (a) obtain execution of a guarantee and indemnity in the form of the Guarantee and Indemnity by all of the corporation's directors; and
- (b) deliver each guarantee and indemnity, properly executed and stamped (if necessary) to the Vendor.

12. FIRB

12.1 If the Purchaser is not a Foreign Person, the Purchaser:

- (a) warrants to the Vendor that the provisions of the Takeovers Act do not apply to the Purchaser or this purchase;
- (b) is responsible for and agrees to indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in respect of a breach of the warranty in special condition 12.2(a), including legal costs on a full indemnity basis.

12.2 If the Purchaser is a Foreign Person:

- (a) the Purchaser covenants to the Vendor that it has obtained or will obtain all necessary approvals and authorities under the Takeovers Act in order for it to lawfully complete this contract in accordance with its terms; and
- (b) the Purchaser will, if the covenant in special condition 12.2(b) is breached, indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in connection with such a breach including legal costs on a full indemnity basis.

13. Novation by Vendor

13.1 In consideration of the Vendor agreeing to enter into this contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:

- (a) a deed in the form prepared by the Vendor novating this contract to a third party; and
- (b) a Vendor's Statement in the form prepared by the third party.

13.2 If this contract is novated to a third party, the Purchaser must not make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price, in respect of special condition 13(a) or any matter arising from special condition 13.

14. Easements

14.1 The purchaser acknowledges that:

- (a) sewers, drains or other services may lay outside registered easements; and
- (b) the Land may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others which may not have been disclosed to the vendor and which may not be apparent from an inspection of the Land.

14.2 The purchaser will not make any requisition in respect of, objection to, claim, withhold monies at settlement, delay completion of, rescind or terminate this Contract in respect of any matters referred to in this special condition 14.

15. Further Action

Each party must do everything necessary or desirable to give effect to the provisions and purposes of this Contract.

16. Unenforceable provisions

Any provision in this contract that is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this contract or affecting the validity or enforceability of that provision.

17. Counterparts

This contract may be executed in any number of counterparts that together will constitute one instrument. A party may execute this contract by signing any counterpart.

18. No Merger

A provision of this contract which can take effect after the Settlement Date does not merge on settlement and continues to bind the parties.

19. Waiver

19.1 A party waives a right under this contract only if it does so in writing.

19.2 A party does not waive a right simply because it:

- (a) fails to exercise the right;
- (b) delays exercising the right; or
- (c) only exercises part of the right.

19.3 A waiver of one breach of a term of this contract does not operate as a waiver of another breach of the same term or a breach of any other term.

20. Whole Agreement

This contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.

21. Assignment

The purchaser must not assign its rights or obligations under this contract.

22. Variation

Any variation of any term of this contract must be in writing and signed by the parties or the parties' Legal Practitioner.

23. Adjustments Statement

- 23.1. The Purchaser's representative is required to serve the Statement of Adjustments and all relevant supporting Certificates pursuant to General Condition 23.3 to the Vendor's Solicitor no later than 7 business days prior to the Settlement date.
- 23.2. If the Purchaser fails to comply with Condition 23.1 by not serving the Statement of Adjustments or any supporting Certificates then the Purchaser is liable to pay an administration fee of \$440.
- 23.3 The Purchaser agrees that the fees in Condition 23.2 are a fair and genuine reflection of the Vendor's Solicitor's administrative costs in attending to the Statement of Adjustments in short notice.

24. Early Settlement Request

- 24.1. If the Purchaser requests to bring forward the contracted Settlement Date, the Vendor may, in their absolute discretion, agree to such request. The parties acknowledge that in the event the Vendor agrees to an earlier settlement, the Purchaser shall be liable to pay a reasonable administrative fee of \$400.00 plus GST to the Vendor's solicitor, being a genuine pre-estimate of the additional costs incurred in facilitating the earlier settlement.
- 24.2. Nothing in this clause requires the Purchaser to pay any cost, fee, or expense of the Vendor that would contravene section 42(3) of the Property Law Act 1958 (Vic).

Attachment 1

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

- a) THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- b) THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- c) THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- d) THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor:

Purchaser:

Guarantor(s):

DATED the _____ day of _____ 20.....

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED by)
the said)
in the presence of:)

.....
Guarantor Signature

.....
Witness Signature

SIGNED SEALED AND DELIVERED by)
the said)
in the presence of:)

.....
Guarantor Signature

.....
Witness Signature

INFORMATION ONLY

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 11.4(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 11.14 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

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 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.
- 13.8 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:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic 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.

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	22 Enrica Drive, Melton South, VIC 3338	
Vendor's name	Darrel Lagahit Serenio	Date
Vendor's signature	Director/Secretary	
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) Are contained in the attached certificate/s.

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES 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 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 documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant 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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

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:

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):

See attached.

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")

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 type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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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*.

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

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.

(04/10/2016)

GST WITHHOLDING NOTICE TO PURCHASERS

In accordance with Section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("TAA")

VENDOR:

PURCHASER:

PROPERTY:

The sale of the Property is not a supply of New Residential Premises / Potential Residential Land as defined by Section 40-75 of the A New Tax System (Goods & Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA.

The Purchaser is notified pursuant to Section 14-250 of Schedule 1 of the TAA, that you are not required to withhold and direct funds to the Commission of Taxation at settlement of the contract of sale for the purchase of the Property.

Dated:

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

Page 1 of 1

VOLUME 12321 FOLIO 029

Security no : 124128935712Q
Produced 13/10/2025 04:44 PM

LAND DESCRIPTION

Lot 604 on Plan of Subdivision 831656L.
PARENT TITLE Volume 12290 Folio 205
Created by instrument PS831656L 27/07/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DARREL LAGAHIT SERENIO of 30 DONALD STREET LAVERTON VIC 3028
AU809180R 15/09/2021

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS831656L 27/07/2021

COVENANT AU809180R 15/09/2021

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 PS831656L 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: 22 ENRICA DRIVE MELTON SOUTH VIC 3338

ADMINISTRATIVE NOTICES

NIL

eCT Control 21404E COLLECTIVE STONE PROPERTY
Effective from 16/09/2021

DOCUMENT END

Imaged Document Cover Sheet


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Document Type	Plan
Document Identification	PS831656L
Number of Pages (excluding this cover sheet)	6
Document Assembled	13/10/2025 16:44

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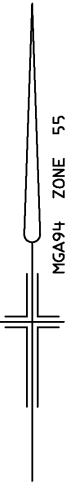
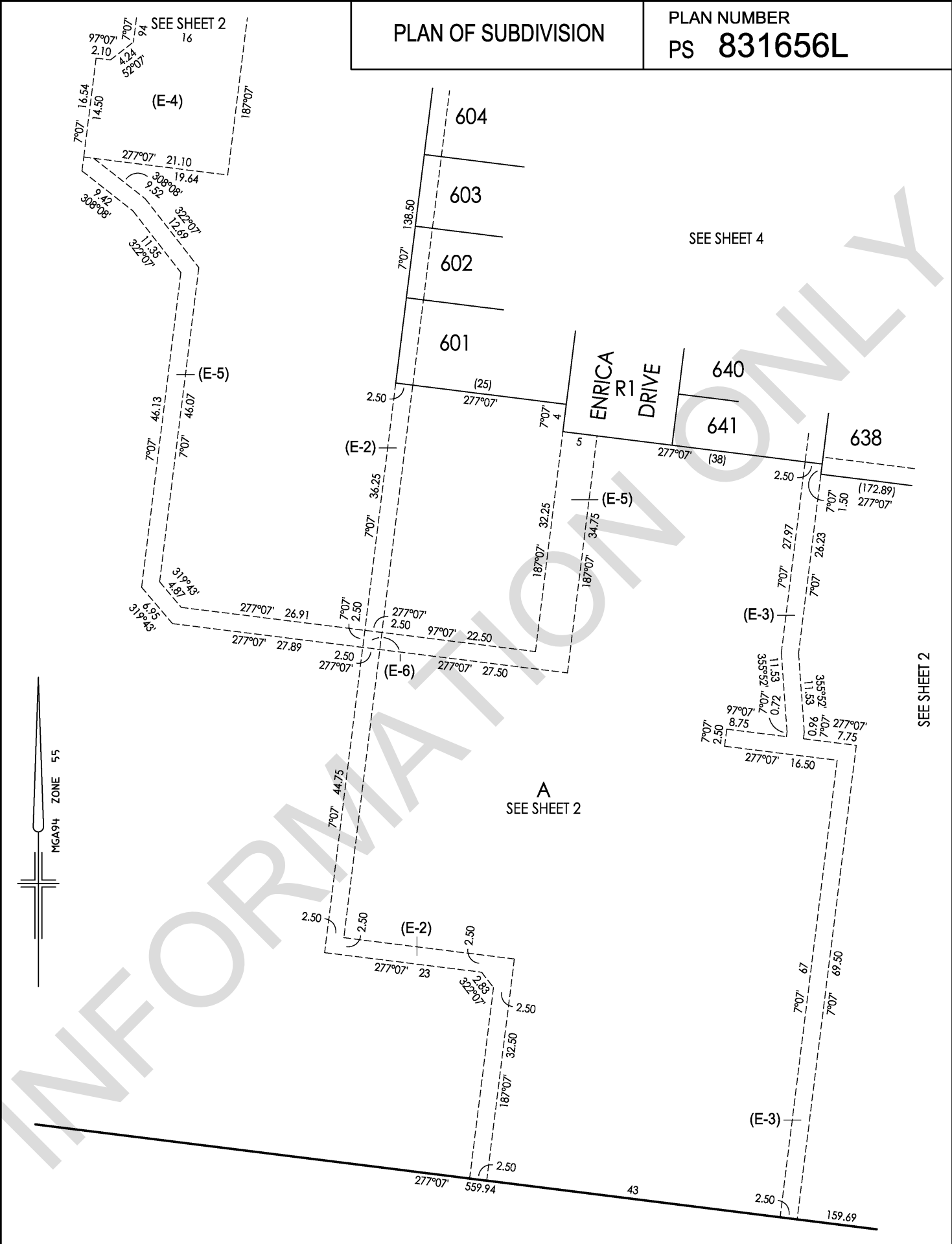
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PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1	PLAN NUMBER PS 831656L
LOCATION OF LAND PARISH: DJERRIWARRH TOWNSHIP: ----- SECTION: B CROWN ALLOTMENT: 6 (PART) CROWN PORTION: ----- TITLE REFERENCES: VOL 12290 FOL 205 LAST PLAN REFERENCE: LOT A ON PS831655N POSTAL ADDRESS: YEOMAN STREET (at time of subdivision) MELTON SOUTH 3338 MGA 94 CO-ORDINATES: E: 285580 ZONE: 55 (of approx. centre of plan) N: 5822720 DATUM: GDA94		Council Name: Melton City Council Council Reference Number: Sub5454 Planning Permit Reference: PA2018/6051 SPEAR Reference Number: S145335B Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 14/08/2020 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Karen Gaskett for Melton City Council on 07/07/2021 Statement of Compliance issued: 21/07/2021	
VESTING OF ROADS OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 600 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN TOTAL ROAD AREA: 4255m² WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958	
ROAD R1	MELTON CITY COUNCIL		
NOTATIONS		FURTHER PURPOSE OF PLAN: TO REMOVE THE EASEMENT SHOWN AS (E-5) ON PS831655N WHICH LIES WITHIN THE LAND IN THIS PLAN SHOWN AS ROAD R1 TO REMOVE THE EASEMENTS SHOWN AS (E-2), (E-3), (E-4) AND THE PART OF (E-6) FOR SEWERAGE PURPOSES ON PS831655N WHICH LIE WITHIN THE LAND IN THIS PLAN GROUNDNS FOR REMOVAL: BY AGREEMENT, SECTION 6(1)(K)(iii) SUBDIVISION ACT 1988	
DEPTH LIMITATION	15.24m BELOW THE SURFACE APPLIES TO LAND IN THIS PLAN		
SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos. 112, 113 AND 114 LAND NOT IN A PROCLAIMED SURVEY AREA STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.			
ESTATE: ORCHARD GREEN 6 AREA: 1.710 ha No. OF LOTS: 41 MELWAY: 342:H:6			
EASEMENT INFORMATION			
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)			
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN
(E-1)	DRAINAGE, SEWERAGE & WATER SUPPLY	SEE PLAN	LP217349M
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN
(E-3)	SEWERAGE	SEE PLAN	THIS PLAN
(E-4)	DRAINAGE	SEE PLAN	THIS PLAN
(E-4)	SEWERAGE	SEE PLAN	THIS PLAN
(E-5)	DRAINAGE	SEE PLAN	PS831655N
(E-6)	DRAINAGE	SEE PLAN	PS831655N
(E-6)	SEWERAGE	SEE PLAN	THIS PLAN
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 7776/6 VERSION: 12 Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (12), 29/06/2021, SPEAR Ref: S145335B	ORIGINAL SHEET SIZE A3 SHEET 1 OF 6 SHEETS PLAN REGISTERED TIME: 1:17 pm DATE: 27/07/2021 G. ANGELINI Assistant Registrar of Titles
CHECKED	G COX	DATE:	28/06/21

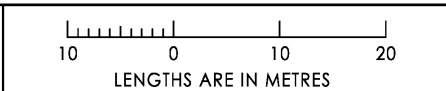
PLAN OF SUBDIVISION

PLAN NUMBER
PS 831656L



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SCALE
1:500



ORIGINAL SHEET SIZE A3
REF: 7776/6

SHEET 3
VERSION: 12

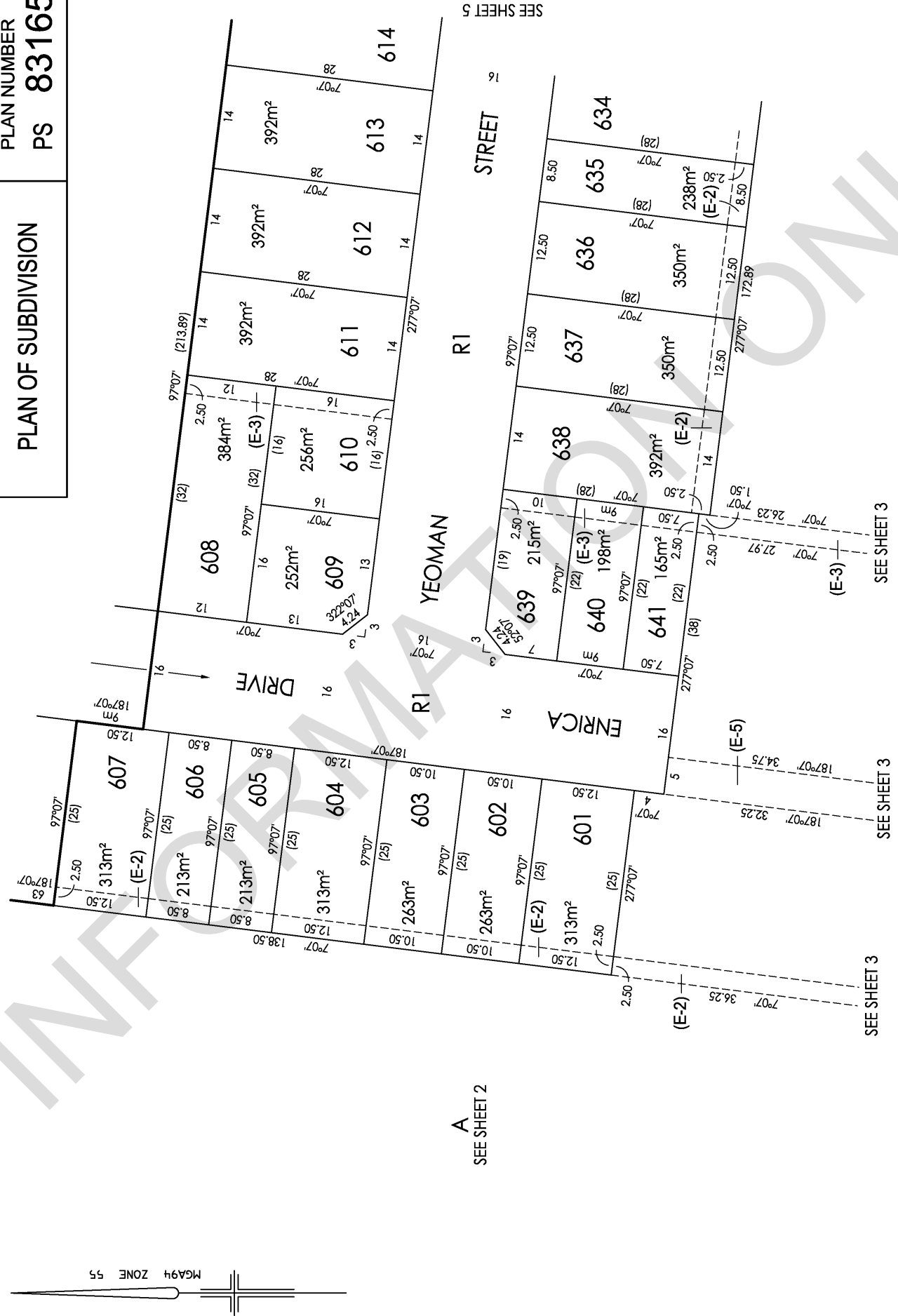
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Surveyor's Plan Version (12),
29/06/2021, SPEAR Ref: S145335B


Digitally signed by:
Melton City Council,
07/07/2021,
SPEAR Ref: S145335B

PLAN OF SUBDIVISION
 PS 831656L

PLAN NUMBER
 PS 831656L

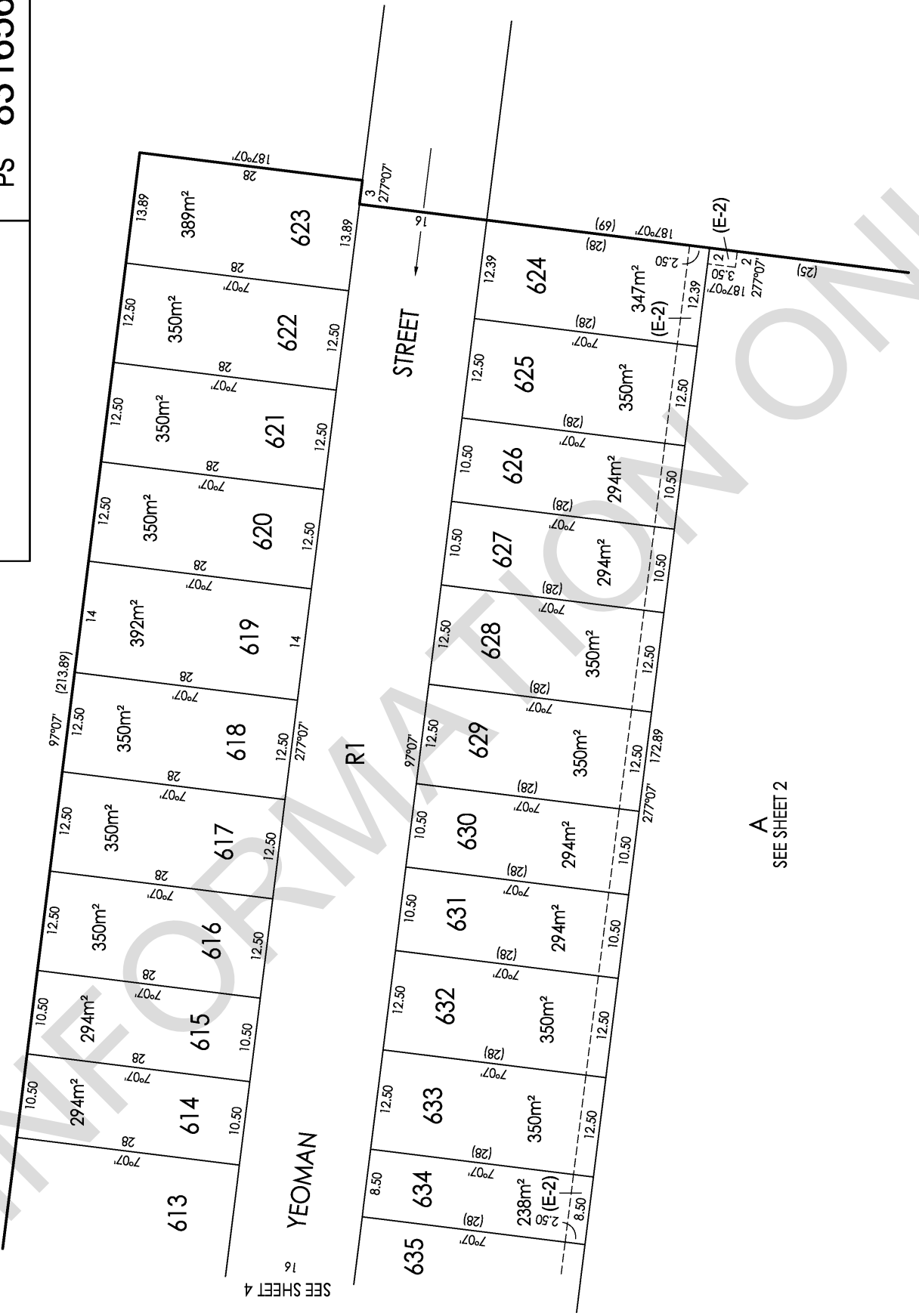
MGA94 ZONE 55





 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE 1:500</p>	<p>10 0 10 20 LENGTHS ARE IN METRES</p>	<p>REF: 7776/6 VERSION: 12</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (12), 29/06/2021, SPEAR Ref: S145335B</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 4</p> <p>Digitally signed by: Melton City Council, 07/07/2021, SPEAR Ref: S145335B</p>
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 831656L



 <p>Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	<p>SCALE</p> <p>1:500</p>	 <p>LENGTHS ARE IN METRES</p>	<p>REF: 7776/6</p> <p>Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (12), 29/06/2021, SPEAR Ref: S145335B</p>	<p>VERSION: 12</p> <p>Digitally signed by: Melton City Council, 07/07/2021, SPEAR Ref: S145335B</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>SHEET 5</p>
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SEE SHEET 4

A
SEE SHEET 2

PLAN OF SUBDIVISION

PLAN NUMBER
PS 831656L

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

For the purposes of these restrictions:

- (a) A "dwelling" means a building that contains self contained living accommodation.
- (b) A "building" means any structure except a fence.
- (c) "Front Boundary" means the boundary to which the front facade of the dwelling is facing

Restriction Number : 1

Land to benefit : Lots 601 to 641 (both inclusive).

Land to be burdened : Lots 601 to 641 (both inclusive).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of Melton City Council, construct or permit to be constructed or allow to remain any dwelling unless in accordance with MCP No. AA7476

Restriction Number : 2

Land to benefit : Lots 601 to 641 (both inclusive).

Land to be burdened : Lots 601 to 641 (both inclusive).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of Melton City Council, construct or permit to be constructed any more than one dwelling on each allotment.

Restriction Number : 3

Land to benefit : Lots 601 to 641 (both inclusive).

Land to be burdened : Lots 602, 603, 605, 606, 609, 610, 614, 615, 626, 627, 630, 631, 634, 635, 639, 640 and 641.

Description of Restriction : The registered proprietor or proprietors for the time being of any lot less than 300 square metres forming part of the Land to be burdened shall not, without the permission of Melton City Council, construct or permit to be constructed or allow to remain:

- (i) Any wall along a shared boundary with another lot less than 300 square metres other than a wall with a maximum length:
 - (a) of 12 metres plus 25 per cent of the remaining length of the side boundary; or
 - (b) the equal length of an existing or approved boundary wall on the adjoining lot;
- (ii) Where vehicle access is provided via the lot frontage:
 - (a) any garage, unless such garage is setback at least 1 metre from the front wall of the dwelling; and
 - (b) where the lot frontage is less than 10.5 metres wide, any double garage.
- (iii) Unless provided for in paragraphs (i) and (ii) above, any dwelling or other building or structure which does not comply with the objectives of clause 54 of the Melton Planning Scheme.

Restrictions 1, 2 and 3 will cease to apply to any lots affected 5 years after the issue of the Certificate of Occupancy (or the like) under the Building Regulations 2018 or similar legislation for the whole of a dwelling on a lot to which these restrictions applies.



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SCALE

ORIGINAL
SHEET SIZE A3

SHEET 6

REF: 7776/6

VERSION: 12

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Digitally signed by:
Melton City Council,
07/07/2021,
SPEAR Ref: S145335B



Department of Environment, Land, Water & Planning

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

Produced 13/10/2025 04:50:56 PM

Status	Registered	Dealing Number	AU809180R
Date and Time Lodged	15/09/2021 11:56:02 AM		

Lodger Details

Lodger Code	21404E
Name	COLLECTIVE STONE PROPERTY
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

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

Privacy Collection Statement

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Land Title Reference

12321/029

Transferor(s)

Name	75 BONDS DEVELOPMENTS PTY LTD
ACN	618479637

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 202000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	DARREL LAGAHIT
Family Name	SERENIO
Address	
Street Number	30
Street Name	DONALD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Type	STREET
Locality	LAVERTON
State	VIC
Postcode	3028

Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA7544
Restrictive covenant	MCP: AA7544
Expiry Date	

Duty Transaction ID

5222256

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of	75 BONDS DEVELOPMENTS PTY LTD
Signer Name	KYLEE HARMAN
Signer Organisation	KHS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	15 SEPTEMBER 2021

Execution

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

Executed on behalf of	DARREL LAGAHIT SERENIO
Signer Name	QIAN ZHU
Signer Organisation	COLLECTIVE STONE PROPERTY
Signer Role	LICENSED CONVEYANCER
Execution Date	15 SEPTEMBER 2021

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Statement End.

INFORMATION ONLY

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Document Type	Instrument
Document Identification	AA7544
Number of Pages (excluding this cover sheet)	2
Document Assembled	14/10/2025 16:49

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AA7544

**Memorandum of common provisions
Restrictive covenants in a transfer
Section 91A Transfer of Land Act 1958**

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Lodged by	
Name:	KHS Lawyers
Phone:	0412 617 555
Address:	PO Box 7677 Melbourne 3004
Reference:	KH: Orchard Green: S6 Covenant for Transfer
Customer code:	15954B

This memorandum contains provisions which are intended for inclusion in transfers of land under the Transfer of Land Act 1958 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the transfer:

Burdened land: THE LAND
The land being transferred.

Benefited land: Lots 601 to 641 (both inclusive) on Plan of Subdivision PS831656L
The benefited land does not include the land being transferred.
Set out the specific folios, range of folios or some or all the lots in the registered plan(s) or plan(s) to be lodged for registration that take the benefit of the covenants.

Covenants: **Definitions (if any):**
"Lot" has the same meaning as the Burdened Land described above;
"Registrar of Titles" has the same meaning as the Transfer of Land Act 1958 (Vic)
Covenants:

The transferees their heirs executors administrators and transferees must not any time on the Lot lot hereby transferred or any part or parts thereof:

- (a) erect or cause or permit to be erected or remain on the Lot any type of front fence or side fence forward of the front façade of the dwelling to be constructed on the Lot;
- (b) construct or remain constructed any side or rear boundary fencing on the lot other than that constructed of masonry, colourbond or timber;
- (c) if the Lot is a not a lot shown on the Building Envelope Diagram in Memorandum of Common Provisions (MCP) registered by the Registrar of Titles in dealing AA7476 as Type A or Type B, erect or cause or permit to be erected or remain on the lot a dwelling (excluding garages, verandahs and balconies) with a floor area of less than 110m2

35392012A

V3

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

91ATLA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

(except for multi dwelling developments approved by the City of Melton or its successors);

- (d) if the Lot is a not a lot shown on the Building Envelope Diagram in MCP AA7476 as Type A or Type B erect, cause or permit to be erected or remain on the lot a garage set back less than 5 metres from the lot frontage;
- (e) use reflective materials for the roof of any building (other than a garden shed) except for panels for the collection of solar energy;
- (f) construct a roof (other than a garden shed) visible from a road and with a pitch of less than 22 degrees;
- (g) construct on the lot more than one driveway and crossover without the consent of the City of Melton or its successors;
- (h) place, park or maintain any commercial vehicle with a carrying capacity of one tonne or greater or any caravan, boat or trailer on the land or any part thereof such that the vehicle, caravan or trailer is in a position which is visible from the street abuttal of the lot on which it is placed, parked or maintained;
- (i) erect, cause or permit to be erected or remain on the lot any temporary, relocatable buildings or structures including storerooms and garden sheds unless for the use in connection with the building of the dwelling house;
- (j) install external plumbing on the dwelling house, apart from stormwater pipes, which are visible from the road;
- (k) must not erect, cause or permit to be erected or remain on the land any outdoor pool or spa which is visible from the road;
- (l) occupy the dwelling without fully constructing the driveway,

unless a matter above conflicts with a provision of MCP AA7476, in which case the provisions of MCP AA7476 prevail to the extent of the conflict.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1188472

APPLICANT'S NAME & ADDRESS

LEGAL WORLD PTY LTD C/- LANDATA
MELBOURNE

VENDOR

SERENIO, DARREL LAGAHIT

PURCHASER

SMITH, JOHN

REFERENCE

69764

This certificate is issued for:

LOT 604 PLAN PS831656 ALSO KNOWN AS 22 ENRICA DRIVE MELTON SOUTH
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

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

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

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

13 October 2025

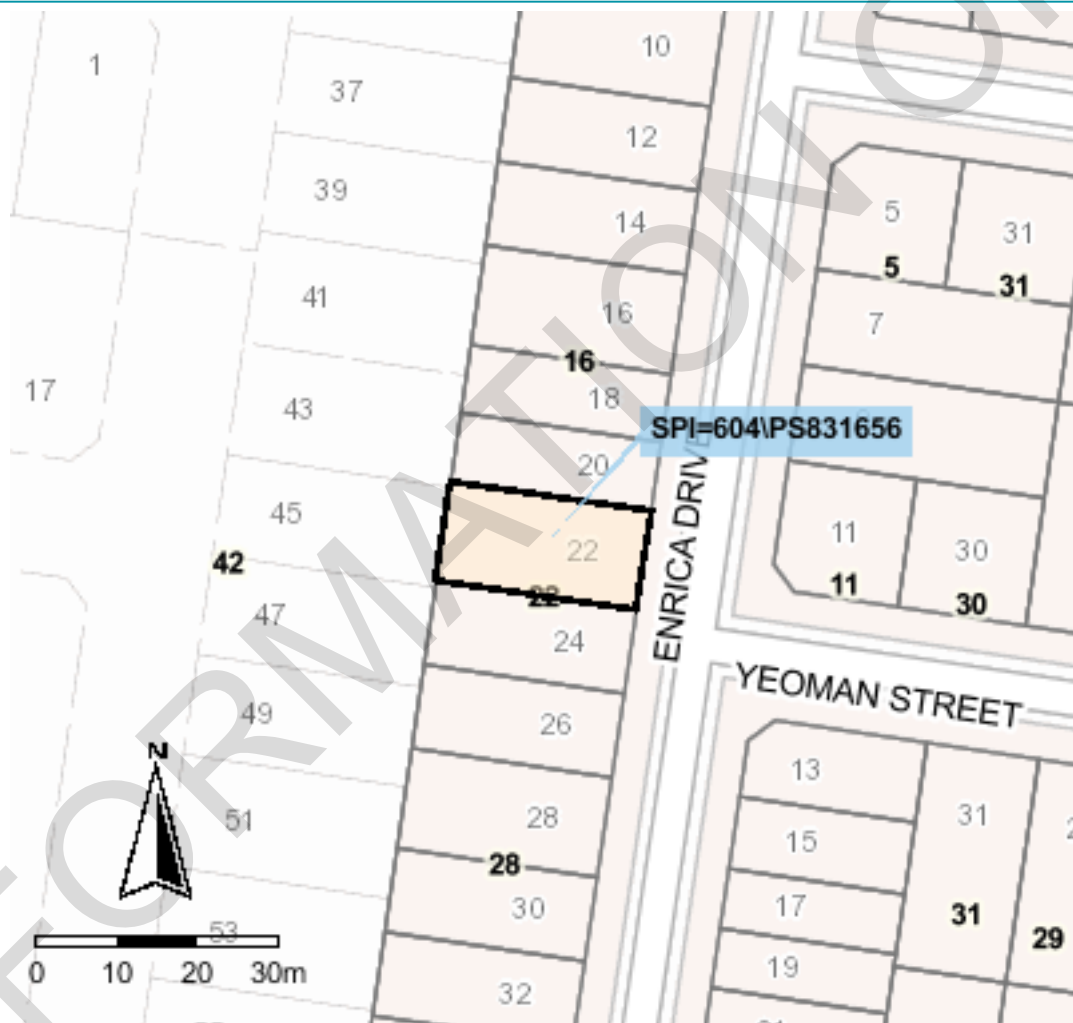
Sonya Kilkenny
Minister for Planning

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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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.
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From www.planning.vic.gov.au at 13 October 2025 04:44 PM

PROPERTY DETAILS

Address: **22 ENRICA DRIVE MELTON SOUTH 3338**
Lot and Plan Number: **Lot 604 PS831656**
Standard Parcel Identifier (SPI): **604\PS831656**
Local Government Area (Council): **MELTON**
Council Property Number: **887786**
Planning Scheme: **Melton**
Directory Reference: **Melway 342 H6**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

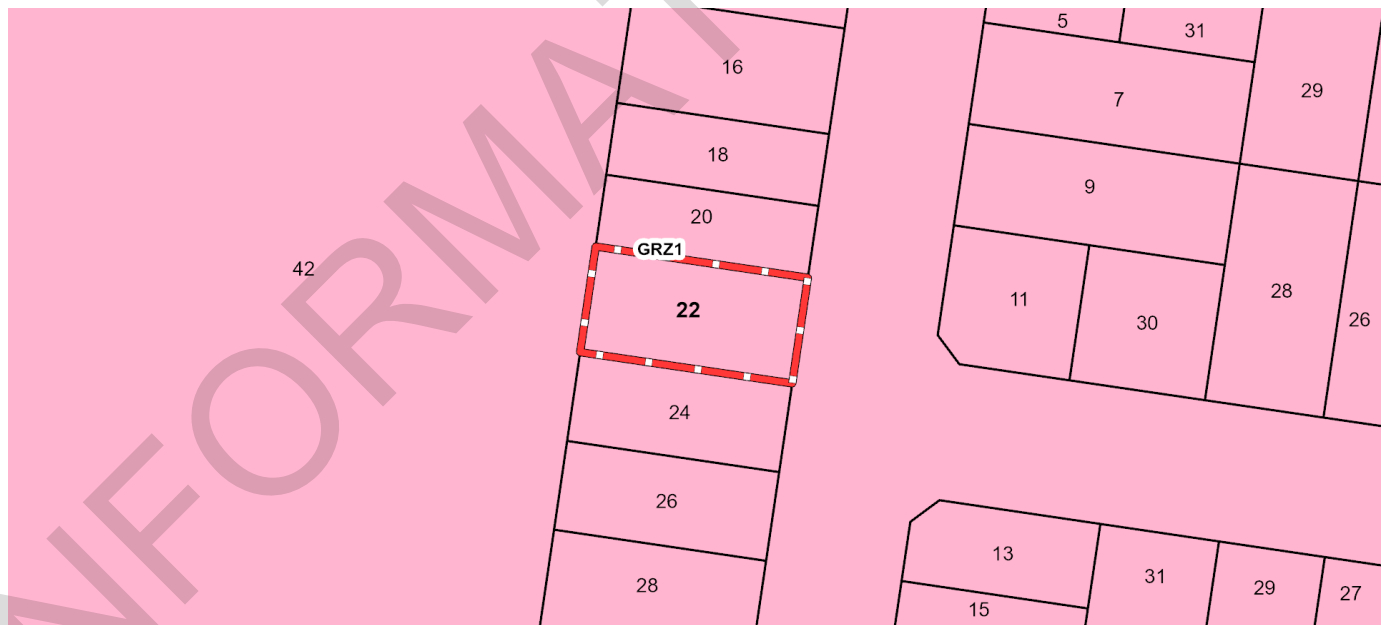
Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **MELTON**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

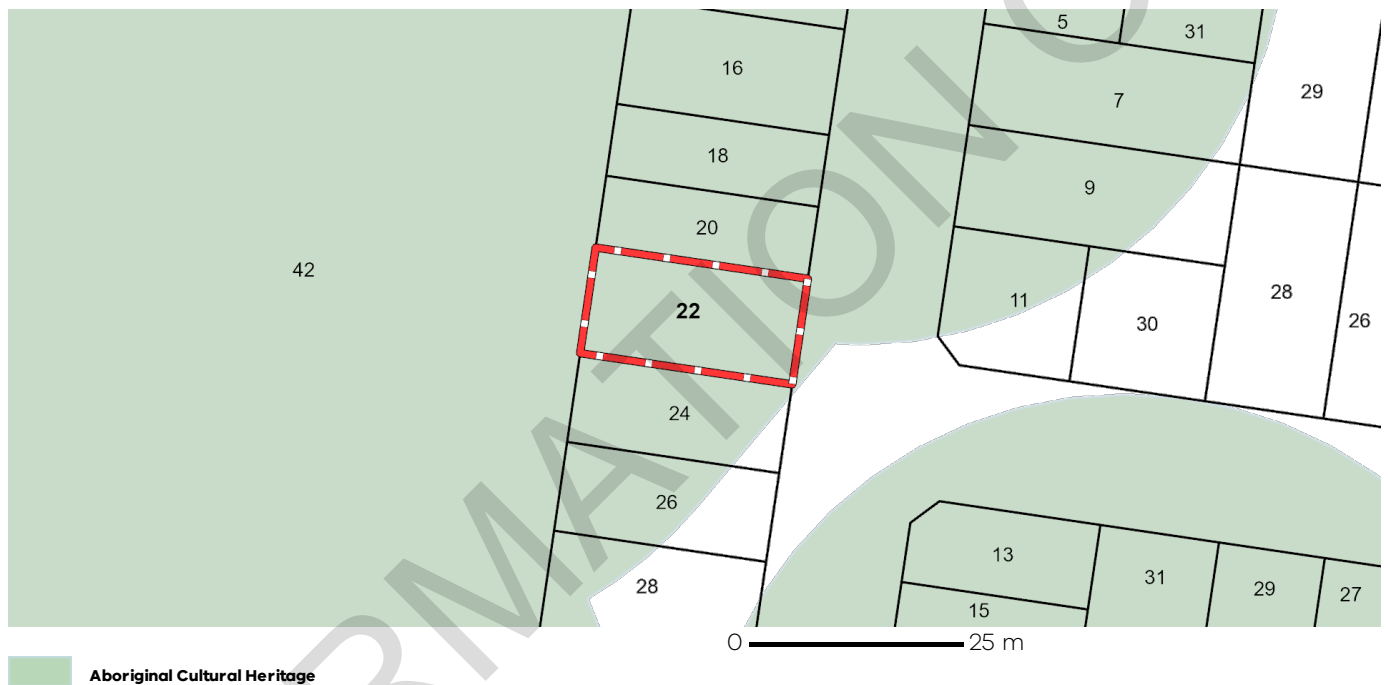
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 9 October 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.vic.gov.au/vicplan/>

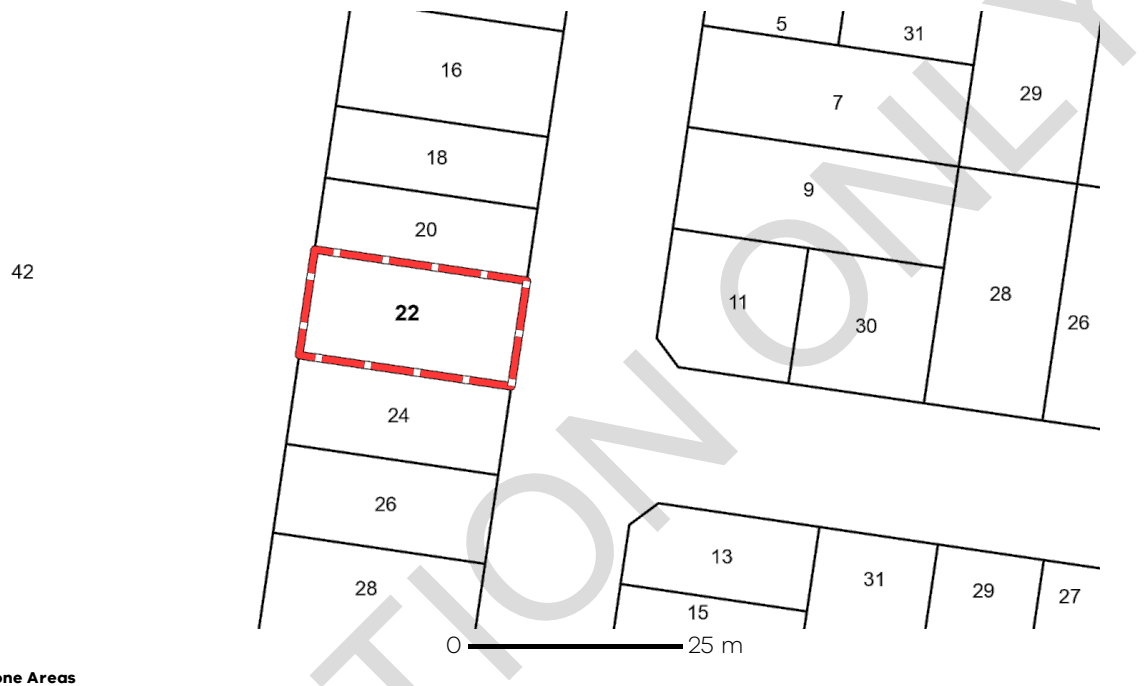
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Legal World Pty Ltd
PO Box 1099
WAHROONGA 2076

Client Reference: 69764

NO PROPOSALS. As at the 13th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

22 ENRICA DRIVE, MELTON SOUTH 3338
CITY OF MELTON

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

Date of issue: 13th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

Rates and Charges for period 1 July 2025 to 30 June 2026

Issue date: 16/10/2025

Your Reference: 78409706-016-0

Rate updates (03) 9747 7333

Assessment Number: 887786

Certificate No: 138754

Applicant:

Landata
DX 250639
MELBOURNE 3000

Property Location: 22 Enrica Drive MELTON SOUTH 3338

Title: LOT: 604 PS: 831656L V/F: 12321/029

Ward: COOLIBAH

AVPCC: 100 Vacant Residential Dwelling Site/Surveyed Lot

Capital Improved Value: \$265,000 Site Value: \$265,000 Net Annual Value: \$13,250

Effective Date: 01/07/2025 Base Date: 01/01/2025

1. RATES CHARGES AND OTHER MONIES:

Vacant Land Date Levied 01/07/2025	\$953.18
Municipal Charge Date Levied 01/07/2025	\$189.00
Residential ESVF Fixed Charge Date Levied 01/07/2025	\$136.00
Residential ESVF Variable Charge Date Levied 01/07/2025	\$45.85
Current Rates Levied:	\$1,324.03
Rate Arrears to 30/06/2025:	\$0.00
Interest to 19/08/2025:	\$0.00
Other Monies:	\$0.00
Less Rebates*:	\$0.00
Less Payments:	-\$331.00
Less Other Adjustments:	\$0.00
Rates & Charges Due:	\$993.03
Additional Monies Owed:	
Total Due:	\$993.03

Council strongly recommends that an update be sought prior to settlement for additional payments and interest, as interest accrues daily at 10% p.a.

Interest will be charged on outstanding amounts after the due dates as set below;
30 September, 30 November, 28 February and 31 May

*If there is a Rebate amount of -\$406.00 it is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

2. OTHER INFORMATION:

A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)



A vibrant, safe and liveable
City accessible to all

Civic Centre
232 High Street
Melton VIC 3337

Postal Address
PO Box 21
Melton VIC 3337

ABN 22 862 073 889

03 9747 7200
csu@melton.vic.gov.au
melton.vic.gov.au
cityofmelton



Assessment Number: 887786 Certificate Number: 138754

3. SPECIFIED FLOOD LEVEL:

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 2018 should be directed to the Melton City Council's Building Section on 9747 7275.

4. SPECIAL NOTES:

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

5. IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a Local Law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

6. NOTICE OF ACQUISITIONS:

Electronic copies of Notice of Acquisitions can be emailed to revenue@melton.vic.gov.au

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

7. SETTLEMENT PAYMENT VIA BPAY:



Biller code 747998
Reference Number 887786
Min payment \$25

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$30.60 being the fee for this certificate.

Authorised Officer



LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number
78409706-028-3

Statement number
6506712019

Date of Issue 13 Oct 2025

Total amount

\$3,091.58

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address 22 ENRICA DRIVE, MELTON SOUTH VIC 3338

Property number 4512660000

Lot on Plan 604\PS831656

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY
Biller code: **8789**
Ref: **20899500007**
Go to **bpay.com.au**
@Registered to BPAY
Pvt Ltd
ABN 69 079 137 518



Australia Post
Billpay code: **0362**
Ref: **0208 9950 0000**
Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app



*362 020899500000

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$250.02	Quarterly	\$82.31	\$82.31
Residential Sewer Service Charge	\$525.82	Quarterly	\$132.53	\$132.53
Parks	\$89.80	Quarterly	\$22.63	\$22.63
Waterways and Drainage	\$125.00	Quarterly	\$31.50	\$31.50
Total annual charges	\$990.64		\$268.97	\$268.97

Other charges and adjustments

Service charges owing for previous financial years	\$2,100.94
Volumetric charges owing to 27/08/2025	\$0.00
Adjustments	\$0.00
Total charges and adjustment	\$2,369.91

Outstanding charges

Current balance	\$2,369.91
Plus remainder service charges to be billed	\$721.67

Total charges

\$3,091.58

Volumetric Charges

Please note the water meter on this property was last read on 27/08/2025. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 27/08/2025 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$0.00 per day

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 131722.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,



Rohan Charrett

General Manager, Customer Experience

INFORMATION ONLY

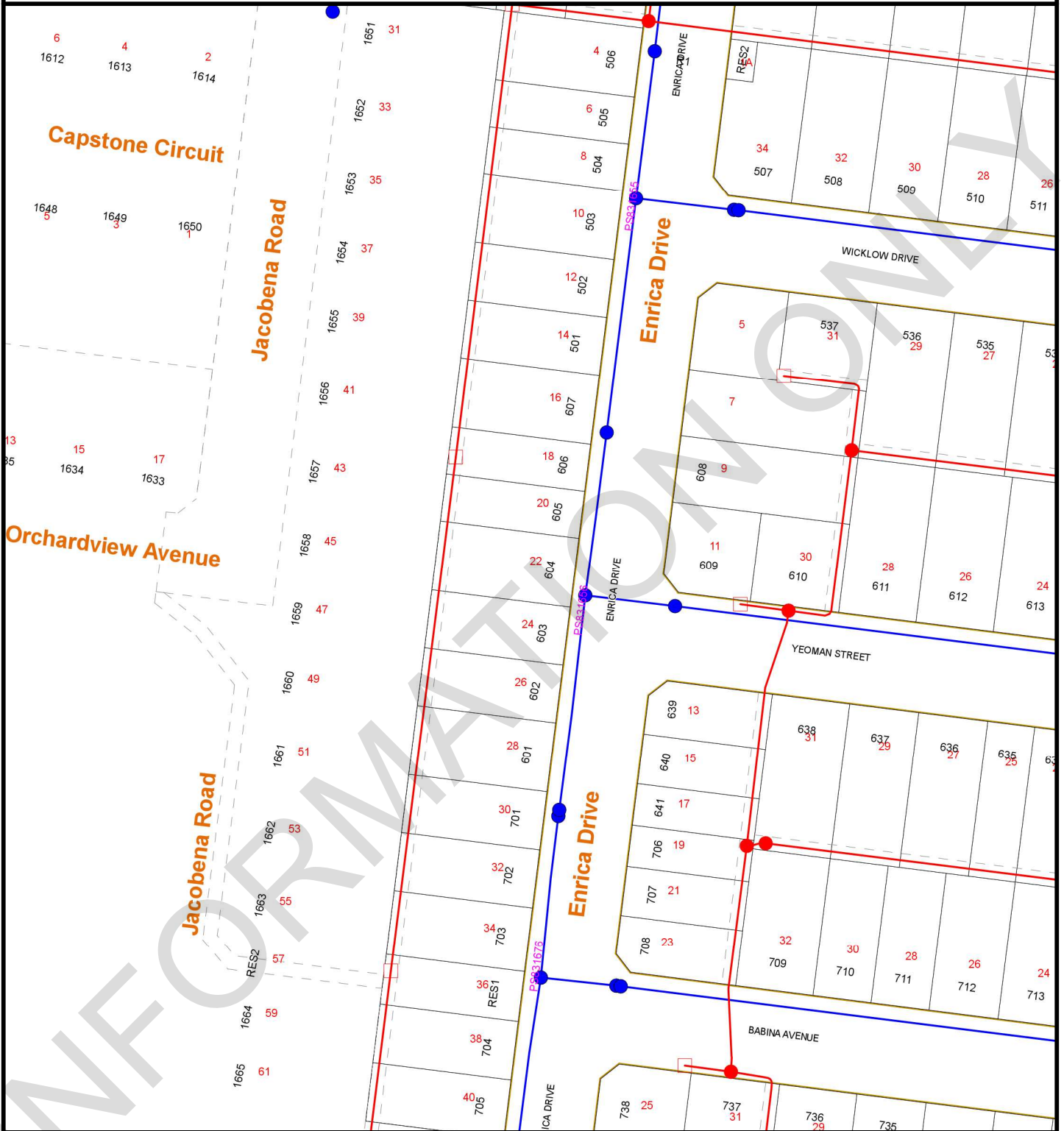
INFORMATION STATEMENT PLOT

Address :

22 ENRICA DRIVE MELTON SOUTH VIC 3338

Reference :

PID000662154



Scale 1:1000
Printed on : 13/10/2025

Water Main DOES NOT traverse property
Sewer Main DOES traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water
36 Macedon St.
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



MR DARREL SERENIO
22 ENRICA DRIVE
MELTON SOUTH VIC 3338

Our reference: 7163875557107

Phone: **13 28 66**

14 October 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello DARREL,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411146300406
Vendor name	DARREL SERENIO
Clearance Certificate Period	14 October 2025 to 14 October 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT

PROPERTY DETAILS

Lot 604 (22) Enrica Drive, Melton South - 3338				
LPIPS PS831656L	VOLUME 12321	FOLIO 029	COUNTY -	
CROWN ALLOTMENT -	SECTION -	PARISH -		
MUNICIPAL DISTRICT Melton City Council				

BUILDING PERMIT DETAILS

Building Permit No.: 5810696210475
Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2022 – Volume 2

BUILDING DETAILS

Proposed Construction of a New Dwelling and Garage				
PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor	1a(i)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
H2P1 – Rainwater management H2P2 – Weatherproofing H2P3 – Rising damp	<p>The Performance Solution is to allow the residential building and garage to be constructed to facilitate low risk access into the building. The relevant Performance Solutions associated with the accessible building design are as follows:</p> <p>Performance Solution 1 - The Performance Solution is to allow the masonry veneer damp-proof course/flashing (DPC) to be installed not more than 100mm above the internal floor level of the building adjacent graded access paving and level with the adjoining external paving</p> <p>Performance Solution 2 - To allow surface water management adjoining the building to be achieved as follows:</p> <ol style="list-style-type: none"> The garage and dwelling concrete floor slab to be at the same level. Garage and dwelling internal connection doors: A 10mm minimum height graded threshold sill is installed at the doorway between the garage and dwelling. The garage floor is to be a minimum of 50mm above the external landscaping including driveway. The garage vehicle and pedestrian entry door to be considered to be a weatherproof opening. The garage entry doors will close onto a graded entrance ramp or rebate. The garage entrance is designed to redirect any water on the door away from the inside of the garage. The storm water management (which includes drainage, landscaping, paving, driveways and surface grades) adjoining the building is to: <ol style="list-style-type: none"> Comply with the BCA Deemed-to-Satisfy Solutions; or Where the BCA Deemed-to-Satisfy Solutions cannot be achieved (ie. land falls towards the building), the stormwater management system is to be designed and certified by Registered Civil Engineer.

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. H1P1 - Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed 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	REGULATION No.
1. Melton City Council	Report & Consent – Legal Point of Discharge of Storm Water	133(2)
2. Melton City Council	Report & Consent – Building on designated land or works	154 (1)

CONDITIONS

Occupation is subject to the following conditions:

- It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
- The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

DATE OF FINAL INSPECTION

7/10/2025

RELEVANT BUILDING SURVEYOR

CBS VIC DOMESTIC PTY LTD

BUSINESS

Checkpoint Building Surveyors
Address: 151-153 Clarendon Street Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

REGISTRATION No.

CBS-U 100012

OCCUPANCY PERMIT No.

5810696210475

SIGNATURE**DATE OF ISSUE**

9/10/2025

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMIT

ISSUED TO (AGENT OF OWNER)

Australian Building Company Pty Ltd - 501 Blackburn Road, Mt Waverley - 3149, VIC - newmarketspermits@metricon.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Australian Building Company Pty Ltd - 501 Blackburn Road, Mt Waverley - 3149, VIC
Contact: Australian Building Company Telephone: 03 9915 5555

OWNERSHIP DETAILS

Darrel Lagahit Serenio - 30 Donald Street, Laverton - 3028, VIC
Contact: Darrel Lagahit Serenio Email: darel_232001@yahoo.com Telephone: 0412 202 110

PROPERTY DETAILS

Lot 604 (22) Enrica Drive, Melton South - 3338

LP/PS PS831656L VOLUME 12321 FOLIO 029 COUNTY -

CROWN ALLOTMENT SECTION PARISH -

MUNICIPAL DISTRICT -

Melton City Council

BUILDER

Australian Building Company Pty Ltd, 501 Blackburn Road, Mt Waverley - 3149, VIC - 03 9915 5555

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Australian Building Company Pty Ltd	Builder	CDB-U 52968
Tianyang Song	Engineer	PE0000610
Stuart McLennan	Building Surveyor	BS-U 1577

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Australian Building Company Pty Ltd	Builder	CDB-U 52968
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DETAILS OF DOMESTIC BUILDING WORK INSURANCE

Bovill Risk & Insurance Consultants Pty Ltd	INSURANCE POLICY NUMBER	C942983
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NATURE OF BUILDING WORK

Proposed Construction of a New Dwelling and Garage

Version of BCA applicable to permit: National Construction Code Building Code of Australia 2022 – Volume 2

STOREYS CONTAINED	STAGE OF BUILDING WORK PERMITTED	COST OF BUILDING WORK	FLOOR AREA OF NEW BUILDING WORK
One	Whole	\$248,764.00	183 m2

BUILDING CLASSIFICATION

PART OF BUILDING	BCA CLASSIFICATION	DESCRIPTION
Ground Floor	1a(i)	Dwelling
Ground Floor	10a	Garage

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. H1P1 - Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS' Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
H2P1 – Rainwater management H2P2 – Weatherproofing H2P3 – Rising damp	<p>The Performance Solution is to allow the residential building and garage to be constructed to facilitate low risk access into the building. The relevant Performance Solutions associated with the accessible building design are as follows:</p> <p>Performance Solution 1- The Performance Solution is to allow the masonry veneer damp-proof course/flashing (DPC) to be installed not more than 100mm above the internal floor level of the building adjacent graded access paving and level with the adjoining external paving</p> <p>Performance Solution 2 - To allow surface water management adjoining the building to be achieved as follows:</p> <ol style="list-style-type: none"> 1. The garage and dwelling concrete floor slab to be at the same level. 2. Garage and dwelling internal connection doors: A 10mm minimum height graded threshold sill is installed at the doorway between the garage and dwelling. 3. The garage floor is to be a minimum of 50mm above the external landscaping including driveway. 4. The garage vehicle and pedestrian entry door to be considered to be a weatherproof opening. The garage entry doors will close onto a graded entrance ramp or rebate. The garage entrance is designed to redirect any water on the door away from the inside of the garage. 5. The storm water management (which includes drainage, landscaping, paving, driveways and surface grades) adjoining the building is to: <ol style="list-style-type: none"> a. Comply with the BCA Deemed-to-Satisfy Solutions; or b. Where the BCA Deemed-to-Satisfy Solutions cannot be achieved (ie. land falls towards the building), the stormwater management system is to be designed and certified by Registered Civil Engineer.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed 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	REGULATION No.
1. Melton City Council	Report & Consent – Legal Point of Discharge of Storm Water	133(2)
2. Melton City Council	Report & Consent – Building on designated land or works	154 (1)

PROTECTION WORK

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

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:

Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work
--------------------------	---	-----------------------------	---

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 of the building in relation to which the building work is carried out.

COMMENCEMENT AND COMPLETION

The building work must commence by 30/06/2026.

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 30/06/2027.

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.

CONDITIONS:

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
3. The builder named in the building permit must ensure that
 - a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
 - i. The registration numbers and contact details of the builder and the Relevant Building Surveyor;
 - ii. The building permit number and the date of issue of the permit; and
 - b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
5. Prior to the erection of the Frame, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations and Certification to the Relevant Building Surveyor. All prefabricated Walls (including bracing design), Floors and/or Roof Truss must be installed in accordance with the manufacturers installation guidelines.
6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
7. This dwelling has been designed to achieve a minimum required Energy Rating Requirements via the Whole of Home Performance Rating.
8. The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.
9. Carparking must be accessible from the front street with a crossover and a driveway pursuant to Regulation 78. AS 2890.1-2004 is NOT a referenced Australian Standard to the National Construction Code, however it provides guidelines for builders and owners when designing and constructing their driveways, wherein the maximum driveway gradient is 1:8 or 1:5 with transitions top and bottom.
10. Prior to the issuance of an Occupancy Permit; Certificates from the Supplier/Installer must be provided to Checkpoint Building Surveyors certifying that the Waterproofing Membrane installed has been tested and complies with AS 4858 and AS 4654 Part 1 (where applicable); and that all wet areas have been Waterproofed in accordance with AS 3740 and AS 4654 Part 2 (where applicable).
11. Minimum FFL of *113.135 meters for dwelling and 113.135 meters for garage* AHD must be confirmed before a Certificate of Occupancy is issued by a letter from the Builder submitted to Checkpoint Building Surveyors.

RELEVANT BUILDING SURVEYOR

CBS VIC DOMESTIC PTY LTD

DESIGNATED BUILDING SURVEYOR

Robert D Giudice

BUSINESS

Checkpoint Building Surveyors
 Address: 151-153 Clarendon Street Southbank VIC 3006
 Email: enquiries@check-point.com.au
 Phone: (03) 9673 0000

SIGNATURE



REGISTRATION No.

CBS-U 100012

REGISTRATION No.

BS-L 100039

PERMIT No.

5810696210475

DATE

30/06/2025

NOTES:

1. Under Regulation 43 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. 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.
3. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
4. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over \$5,000 and the domestic warranty insurance for building works over \$16,000.

CBS 2025/0005024

151-153 Clarendon St, Southbank VIC 3006
 t +61 3 9673 0000

Domestic Building Insurance

Certificate of Insurance

DARREL LAGAHIT SERENIO
**30 Donald St
LAVERTON
VIC 3028**

Policy Number:

C942983

Policy Inception Date:

04/02/2025

Builder Account Number:

006598

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: **Lot 604 Enrica Drive MELTON SOUTH VIC 3338 Australia**

Carried out by the builder: **AUSTRALIAN BUILDING COMPANY PTY LTD**

Builder ACN: **603519366**

! 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): **DARREL LAGAHIT SERENIO**

 Pursuant to a domestic building contract dated: **31/01/2025**

 For the contract price of: **\$ 248,764.00**

 Type of Cover: **Cover is only provided if AUSTRALIAN BUILDING COMPANY 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.



Scan the QR code with your phone's camera to check the details on this policy are correct.

 Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

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*

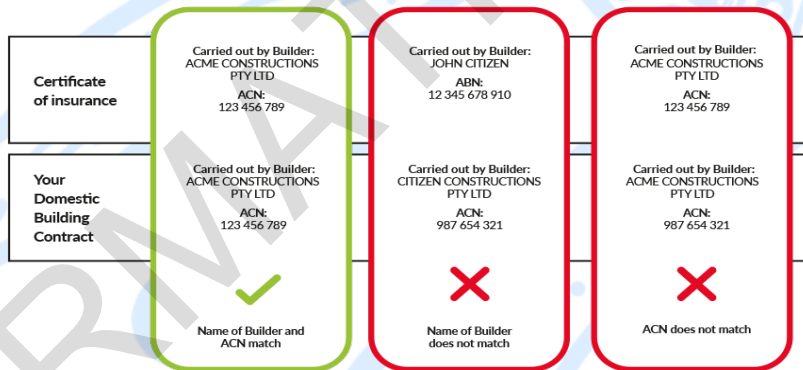
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,675.00
GST:	\$167.50
Stamp Duty:	\$165.83
Total:	\$2,008.33

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Below are some examples of what to look for



Domestic Building Insurance

Certificate of Insurance

DARREL LAGAHIT SERENIO
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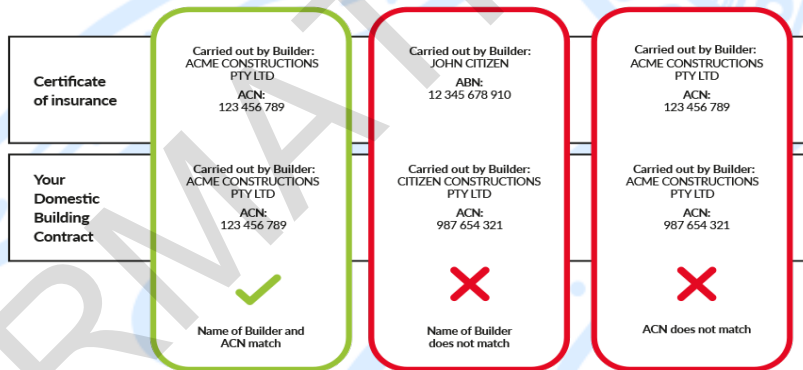
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Issued by Victorian Managed Insurance Authority (VMIA)

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GST:	\$167.50
Stamp Duty:	\$165.83
Total:	\$2,008.33

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Below are some examples of what to look for



IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

-Not Designated as Bushfire Prone
-Protection Works Not Applicable
-Performance Solutions Applicable



LLOYD 20

VISTA

DRAWING LIST

SHEET No.	SHEET NAME	SHEET No.	SHEET NAME
00	COVER SHEET		
01	GENERAL NOTES		
02	SITE PLAN		
03	FLOOR PLAN		
04	ROOF PLAN		
05	ELEVATIONS		
06	ELEVATIONS		
07	SECTION		
08	FLOOR COVERINGS		
09	INTERNAL ELEVATIONS		
10	INTERNAL ELEVATIONS		
11	INTERNAL ELEVATIONS		

INSPECTION BOOKING
03 9673 0000

FINAL PLANS

The owner acknowledges that these are the final plans as varied and supersede any prior plans signed.
NO FURTHER CUSTOMER REQUESTED VARIATIONS ARE PERMITTED
Dated:

Signed Builder

Signed Purchaser

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT

Building act 1993 building regulations 2018
CBS VIC Domestic CBS U 100012
DBS: Robert ...
Date: 30/06/2025 BP: 5810696210475

REVISIONS

REVISIONS

REV.	DESCRIPTION	DATE	DRAWN	CHECKED
1	CONTRACT PLAN	10/01/2025	PG3	HB
2	FINAL PLANS	15/06/2025	DG9	DG9

REV	DESCRIPTION	DATE	DRAWN	CHECKED

DRAWING TITLE:
COVER SHEET

0 1 2 3m
SCALE (A3)

Do NOT scale this drawing.
All written dimensions take precedence over scaled dimension. If in doubt, ASK.

501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence: CDB-U 52968 ACN: 603 519 366
Tel: 13 18 28
www.abchomes.com.au

SPEC: BASE

DESIGN: **LLOYD 20**

FACADE: **VISTA**

PRODUCT CODE: VA3LLO20VISSN

OWNER: **MR. D. L. SARENIO**

CEILING: **25G L**

LOT 604 (NO.22) ENRICA DRIVE, MELTON SOUTH VIC

JOB N°: 753677 PERMIT N°: TBC

WIND SPEED: 40 M/S MASTER ISSUED: 01/04/2023

DRAWN: PG3 CHECKED: DG9 SHEET: 00/12

FINAL PLANS
DATE: 18/05/2023

25/06/2025 9:47:09 AM

NOTE: SHADOWS SHOWN HERE ARE NOT SITE SPECIFIC. THEY ARE ADDED TO HELP UNDERSTAND THE VOLUME AND SHAPE OF HOME.

STANDARD NOTES:

AS PER NCC 2022

7 STAR

GENERAL

- REFER TO ALL ASSOCIATED ENGINEERING DRAWINGS FOR DESIGN AND CONSTRUCTION REQUIREMENTS OF STRUCTURAL, SLAB & HYDRAULIC ELEMENTS (where applicable).
- WRITTEN DIMENSIONS TAKE PRECEDENCE. DO NOT SCALE.
- FLOOR PLAN DIMENSIONS ARE TO FRAME SIZE ONLY.
- INTERNAL ELEVATION DIMENSIONS ARE TO PLASTER.
- ALL DIMENSIONS ARE SUBJECT TO SITE MEASURE.

FRAMING

- ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH AS1684.2-2021 NATIONAL TIMBER FRAMING CODE & OR ENGINEERS STRUCTURAL COMPUTATIONS.
- PREFABRICATED ROOF TRUSSES TO MANUFACTURERS SPECIFICATIONS & LAYOUTS.
- WALL BRACING, FIXING, TIE DOWNS, DURABILITY NOTES & ANY ADDITIONAL ENGINEERING REQ. TO BE AS PER ENGINEERS DETAIL.
- SPECIFIED EAVE WIDTH, MEASURED FROM FACE OF BRICK (UNO).
- PROVIDE 2x NO. JAMB STUDS TO ALL INTERNAL DOOR OPENINGS AND ALL SLIDING ROBE DOOR OPENINGS AS PER DETAILS-TYP-DOOR-01N.
- ENSURE RETURN AIR GRILLE & AC VOIDS ARE CLEAR OF TRUSS &/OR FRAMING CONSTRUCTION.

CEILING/WALL - GENERAL

- PROVIDE PLASTER LINED CEILINGS TO ALL AREAS (UNO).
- SOFFITS 4.5mm FC SHEET (UNO).
- ALL PARAPET WALLS TO BE PROVIDED WITH COLORBOND METAL CAPPING/FLASHING (50mm MIN LAP TO ALL JOINS WITH CONTINUOUS SILICON SEAL BETWEEN & 50mm MIN VERTICAL OVERHANG.)
- PROVIDE CAVITY FLASHING & WEEPHOLES AS PER NCC 2022 H1D5 HOUSING PROVISIONS 5.7.5
- WATERPROOFING FOR EXTERNAL ABOVE GROUND USE TO COMPLY WITH AS4654.1-2012 & AS4654.2-2012.

STEPS/STAIRS & BALUSTRADES

- ALL STEPS MUST COMPLY WITH NCC 2022 H5D2 HOUSING PROVISIONS 11.2.2
- BARRIERS & HANDRAILS MUST COMPLY WITH NCC 2022 H5D3 HOUSING PROVISIONS 11.3
- BALUSTRADE IN ACCORDANCE WITH NCC 2022 H5D3 HOUSING PROVISIONS 11.3.3 TO BE INSTALLED WHERE VOIDS, OR INTERNAL & EXTERNAL LANDINGS EXCEED 1000mm ABOVE FINISHED GROUND/FLOOR LEVEL.
- PROVIDE SLIP RESISTANCE IN ACCORDANCE WITH NCC 2022 H5D2 HOUSING PROVISIONS 11.2.4 & AS4586-2013.
- STAIRS ARE INDICATIVE ONLY. REFER TO DETAILS, SPECIFICATIONS & SELECTION DOCUMENTS.

WET AREAS

- WATERPROOFING OF WET AREAS TO COMPLY WITH NCC 2022 H4D2 HOUSING PROVISIONS 10.2 INCLUDING STATE VARIATIONS AND ADDITIONS.
- WALL LINING TO WET AREAS TO BE APPROVED WET AREA BOARD (UNO).
- ALL INWARD SWING HINGED WATER CLOSET DOORS TO BE REMOVABLE IN ACCORDANCE WITH NCC 2022 H4D5 HOUSING PROVISIONS 10.4.2

WINDOWS & DOORS

- CENTRE ALL WINDOWS & DOORS INTERNALLY TO ROOM (UNO).
- SIZES NOMINATED AS A GENERIC CODE (UNO). FIRST 2 NUMBERS REFER TO HEIGHT & SECOND 2 RELATE TO WIDTH.
- EXTERNAL WINDOWS & DOORS TO COMPLY WITH NCC 2022 H6D1 HOUSING PROVISIONS 13.4.4.
- WINDOWS TO COMPLY WITH NCC 2022 H5D3 HOUSING PROVISIONS 11.3.7 & NCC 2022 H1D8 HOUSING PROVISIONS 8.4.6.
- ALL GLAZING TO COMPLY WITH AS1288-2021 & AS2047-2014, & WITH AS4055-2021 FOR WIND LOADING (UNO).
- WINDOWS SHALL BE PROTECTED IN ACCORDANCE WITH NCC 2022 H5D3 HOUSING PROVISIONS 11.3.7 & 11.3.8
- WINDOW SUPPLIER TO SUPPLY COVER BOARDS TO ALL CORNER WINDOWS (UNO).
- PROVIDE LIGHTWEIGHT CLADDING ABOVE ALL CORNER WINDOWS & CORNER DOORS (UNO).
- SAFETY GLAZING IN HUMAN IMPACT AREAS INCLUDING ADJACENT TO BATHS OR SHOWERS TO BE IN ACCORDANCE WITH NCC 2022 H1D8 HOUSING PROVISIONS 8.4.6

ENERGY EFFICIENCY NOTES

- NOTE: DESIGN MODIFICATIONS MAY BE NECESSARY TO ACHIEVE REQUIRED ENERGY RATING, BASED ON SPECIFIC SITING. REFER TO SPECIFICATION & CONTRACT DOCUMENTATION.
- PROVIDE BULK CEILING INSULATION & EXTERNAL WALL INSULATION AS PER STD SPECIFICATIONS (UNO).
 - PROVIDE WEATHER STRIPPING TO WINDOWS & ALL EXTERNAL HINGED DOORS.
 - PROVIDE DRAFT PREVENTION TO EXHAUST FANS, AS PER RELEVANT BUILDING CODES.
 - SEALED GAPS AROUND WINDOWS & EXTERNAL DOORS TO BE INSTALLED IN ACCORDANCE WITH NCC 2022 H1D7 HOUSING PROVISIONS 7.5.6 & AS/NZS 2904-1995.
 - INSULATION OF SERVICES AS PER NCC 2022 H6D2 HOUSING PROVISIONS 13.7.2
 - HEATING AND COOLING DUCTWORK AS PER NCC 2022 HOUSING PROVISIONS H6D2 13.7.4 & SEALING PER AS4254-2021.
 - ARTIFICIAL LIGHTING AS PER NCC 2022 H6D2 HOUSING PROVISIONS 13.7.6
 - WHERE APPLICABLE, PROVIDE SUB-FLOOR VENTILATION IN ACCORDANCE WITH NCC 2022 H2D5 HOUSING PROVISIONS 6.2.1 TO SUSPENDED TIMBER FLOORS.

MISCELLANEOUS

- PROVIDE CAVITY FLASHING & WEEPHOLES AS PER NCC 2022 H1D5 HOUSING PROVISIONS 5.7.5.
- PLIABLE BUILDING MEMBRANES TO COMPLY WITH NCC 2022 H4D9 HOUSING PROVISIONS 10.8.1 & AS4200.1-2017 & BE INSTALLED IN ACCORDANCE WITH AS4200.2-2017.
- ALL PLUMBING, DRAINAGE & ASSOCIATED WORKS TO COMPLY WITH THE PLUMBING CODE OF AUSTRALIA, NCC 2022 H2D2 HOUSING PROVISIONS 3.3 & AS/NZS 3500.3-2021.
- PROVIDE MINIMUM 115mm SLOTTED GUTTERS WITH APPROVED OVERFLOW PROVISIONS AS REQUIRED.
- ALL EXHAUST SYSTEMS TO COMPLY WITH NCC 2022 H4D9 HOUSING PROVISIONS 10.8.2, INCLUDING "MAKE UP AIR" VENTILATION METHOD AS PER 10.8.2 (5)(a)
- WHERE REQUIRED, BATHROOM AND SANITARY COMPARTMENT EXHAUST FANS TO ACHIEVE A MINIMUM FLOW RATE OF 25 L/s, & 40 L/s FOR A KITCHEN OR LAUNDRY.
- PROVIDE TERMITE MGT. SYSTEM AS PER AS3660.1-2014.
- ALL SMOKE ALARMS TO COMPLY WITH AS3786-2014, CONNECTED TO MAINS POWER, AND INTERCONNECTED WHERE APPLICABLE. INSTALLATION TO BE IN ACCORDANCE WITH NCC 2022 H3D6 HOUSING PROVISIONS 9.5.4
- LOCATIONS OF ELECTRICAL COMPONENTS & VENTS SHOWN ARE INDICATIVE ONLY, AND MUST BE INSTALLED TO REQUIRED DISTANCES FROM WALL & CEILING JUNCTIONS.
- BUILDINGS IN BUSHFIRE PRONE AREAS TO COMPLY WITH AS3959-2018.
- DWELLINGS WITHIN 1km OF A BAY/10km OF A SURF COAST MUST HAVE ALL STEEL & MORTAR IN ACCORDANCE WITH SECTION 5 OF AS3700-2018.
- TEMPORARY DOWNPIPES TO BE INSTALLED DURING CONSTRUCTION TO PREVENT WATER PONDING NEAR THE FOOTINGS.

STEEL FRAMING REQUIREMENTS (WHERE APPLICABLE):

- STEEL FRAME & TRUSSES REQUIRING THE ISSUE OF A SIGNED COMPLIANCE CERTIFICATE FOR THE BUILDING DESIGN - FORM 15 UPON COMPLETION AND PRIOR TO FINAL CERTIFICATION
- STEEL FRAMES AND TRUSSES TO COMPLY WITH:
 - AS/NZS 1170.0-2002 STRUCTURAL DESIGN ACTIONS: PART 0: GENERAL PRINCIPLES
 - AS/NZS 1170.1-2002 STRUCTURAL DESIGN ACTIONS: PART 1: PERMANENT, IMPOSED AND OTHER ACTIONS
 - AS/NZS 4600-2018 COLD-FORMED STEEL STRUCTURES
 - AS4055-2021 WIND LOADS FOR HOUSING
 - AS4100-2020 STEEL STRUCTURES CODE
 - AS3623-1993 DOMESTIC METAL FRAMING
 - AS3566.1-2002 SELF DRILLING SCREWS
 - NASH STANDARDS
- STEEL FRAMING SUPPLIER TO PROVIDE DESIGN, CONNECTORS AND FIXING HARDWARE FOR ALL STEEL TO STRUCTURAL TIMBER MEMBERS (UNO BY ENGINEER).

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

FAÇADE DETAIL

S-TYP-VIST-01N

INSPECTION BOOKING
03 9673 0000

24 HOURS NOTICE REQUIRED

REFER TO "METRICON - WINDOW AND DOOR CODE SIZE GUIDE"

FINAL PLANS

The owner acknowledges that these are the final plans as varied and supersede any prior plans signed.
NO FURTHER CUSTOMER REQUESTED VARIATIONS ARE PERMITTED
Dated

Signed Builder

Signed Purchaser

CHECKPOINT

BUILDING SURVEYORS

BUILDING PERMIT

Building act 1993 building regulations 2018
CBS VIC Domestic CBS U 100012

DBS: Robert ...
Date: 30/06/2025 BP: 5810696210475

DRAWING TITLE:
GENERAL NOTES

Do NOT scale this drawing.
All written dimensions take precedence over scaled dimension. If in doubt, ASK.

SCALE (A3)

DESIGN:
LLOYD 20

FAÇADE:
VISTA

PRODUCT CODE:
VA3LLO20VISSN

CEILING:
25G L

OWNER:
MR. D. L. SARENIO
LOT 604 (NO.22) ENRICA DRIVE, MELTON
SOUTH VIC



SPEC: BASE

501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence: CDB-U 52968 ACN: 603 519 366
Tel: 13 18 28
www.abchomes.com.au

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Unauthorised use, reproduction
or adaption is forbidden and will
be prosecuted.

JOB N°: 753677	PERMIT N°: TBC
WIND SPEED: 40 M/S	MASTER ISSUED: 01/04/2023
DRAWN: PG3	CHECKED: DG9
FINAL PLANS	
DATE: 18/05/2023	
SHEET: 01/12	

ESTATE:
"ORCHARD GREEN" ESTATE.

IMPORTANT NOTES:

ALL SURFACE DRAINAGE WORKS SHALL BE INSTALLED IN ACCORDANCE WITH THE ENGINEERS DESIGN DETAIL FOR THE SELECTED FOOTING SYSTEM & SOIL CLASSIFICATION AND IN ACCORDANCE WITH CLAUSE 5.6.3 DRAINAGE REQUIREMENTS OF AS2870-2011, WHEREIN FOR BUILDINGS ON MODERATELY, HIGHLY AND REACTIVE SITES:
- SURFACE DRAINAGE SHALL BE CONTROLLED THROUGHOUT CONSTRUCTION
- THE BASE OF TRENCHES SHALL SLOPE AWAY FROM THE BUILDING
- WHERE PIPES PASS UNDER THE FOOTING SYSTEM, CLAY PLUGS ARE ADOPTED TO PREVENT THE INGRESS OF WATER

FOR BUILDING ON HIGHLY AND REACTIVE SITES, THE DRAINER SHALL PROVIDE DRAINAGE ARTICULATION TO ALL STORMWATER, SANITARY/PLUMBING DRAINS AND DISCHARGE PIPES IN ACCORDANCE WITH CLAUSE 5.6.4 PLUMBING REQUIREMENTS, WHEREIN FLEXIBLE JOINTS IMMEDIATELY OUTSIDE THE FOOTING AND COMMENCING WITHIN 1M OF THE BUILDING PERIMETER ARE REQUIRED TO ACCOMMODATE THE REQUIRED DIFFERENTIAL MOVEMENT BASED ON THE SOIL CLASSIFICATION. SURFACE WATER MUST BE DIVERTED AWAY FROM THE DWELLING AND GRADED AWAY FROM ALL FOUNDATIONS TO GIVE A SLOPE OF NOT LESS THAN 50MM OVER THE FIRST 1000MM FROM THE DWELLING. SUBSURFACE DRAINS TO REMOVE GROUND OR TABLE WATER SHALL BE DETAILED BY THE DESIGN ENGINEER. FURTHERMORE, DAMP-PROOFING MEMBRANE IN ACCORDANCE WITH 5.3.3 SHALL BE INSTALLED FOR GROUNDWATER OR AGGRESSIVE SOILS.

HEAT PUMP NOTE:

PROVIDE HEAT PUMP (MODEL 200HP) COMPLIES AND WILL BE INSTALLED IN ACCORDANCE WITH PLUMBING REGULATIONS 2018.

DRIVEWAY DESIGN NOTE:

THE DRIVEWAY HAS BEEN DESIGNED IN ACCORDANCE WITH THE OWNERS SPECIFIC DIRECTION.

THE OWNER ACCEPTS FULL RESPONSIBILITY AND INDEMNIFIES THE BUILDER AGAINST ANY LIABILITY IN RESPECT OF THE DRIVEWAY DESIGN.

TEMPORARY FENCING:

BUILDER TO PROVIDE TEMPORARY FENCING TO ANY UNFENCED BOUNDARIES (LOCAL AUTHORITY BYLAW)

SUSTAINABLE ENERGY:

DWELLING TO COMPLY W/ RELEVANT SUSTAINABLE ENERGY REQUIREMENTS.

RESCODE NOTES:

SITING WILL BE SUBJECT TO FULL RESCODE GUIDELINES FOR BUILDING APPROVAL & CONSEQUENTLY, SITINGS MAY DIFFER FROM OWNERS ORIGINAL REQUEST IN ORDER TO ACCOMMODATE RESCODE REQUIREMENTS.

OWNER TO PROVIDE 1.8M H SCREENING PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ACHIEVE CERTIFICATE OF OCCUPANCY UPON COMPLETION THIS IS TO COMPLY WITH REG. 84 (OVERLOOKING REQUIREMENTS.)

FINAL PLANS

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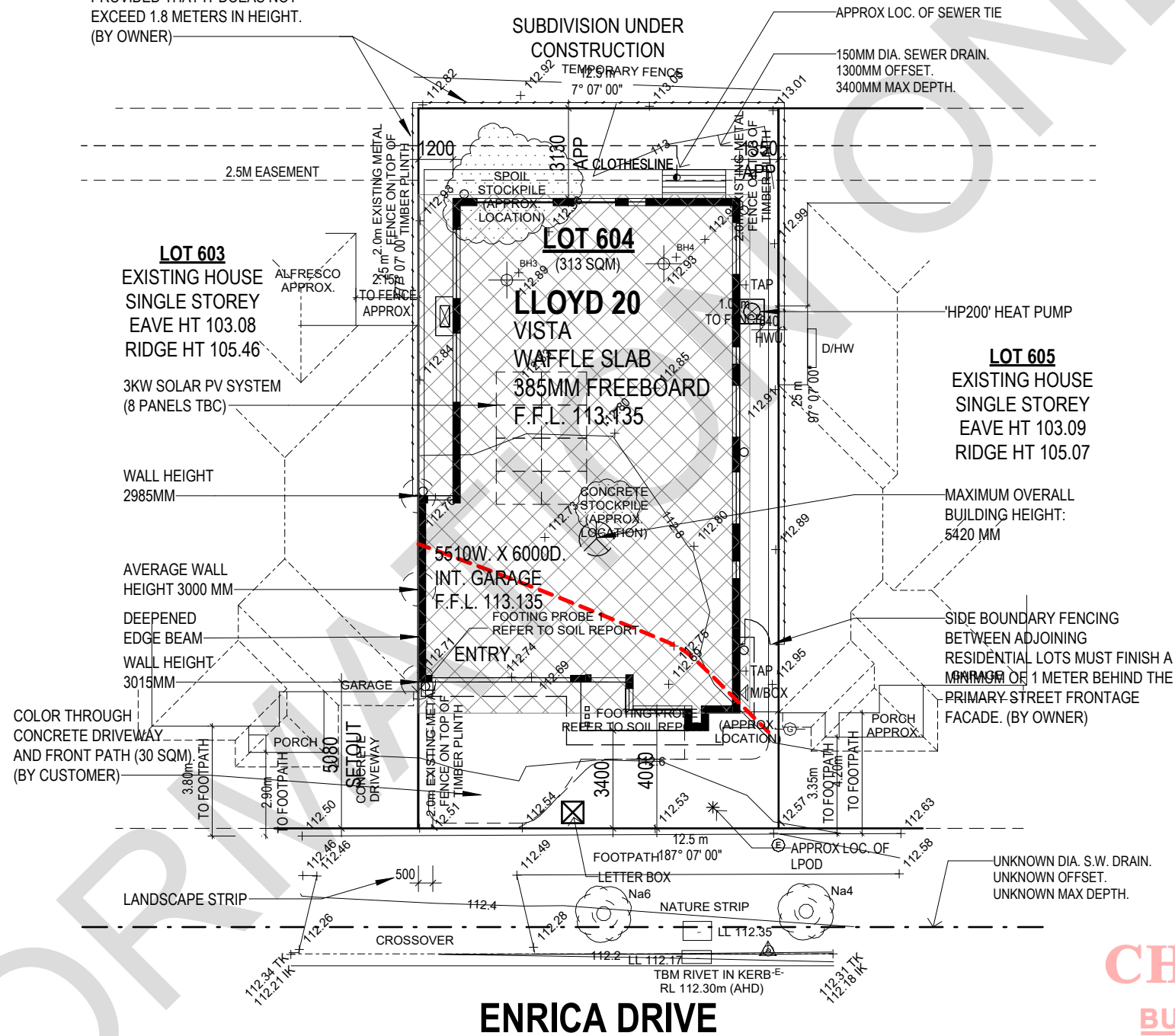
NO FURTHER CUSTOMER REQUESTED VARIATIONS ARE PERMITTED

Dated

Signed Builder

Signed Purchaser

SIDE AND REAR FENCING MUST BE CONSTRUCTED OF TIMBER PALINGS WITH TIMBER POSTS EXPOSED ON BOTH SIDES AND CAPPING PROVIDED THAT IT DOES NOT EXCEED 1.8 METERS IN HEIGHT. (BY OWNER)



IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED CODES

EXCAVATION NOTES:

EXCAVATE APPROX. 250 MM ON R.L.112.75 & SPREAD FILL OVER REMAINING BUILDING AREA TO LEVEL.

EXCAVATIONS TO START 1500MM FROM EDGE OF SINGLE STOREY BUILDING OR 2000MM FROM DOUBLE STOREY BUILDING (WHERE POSSIBLE) AND TO BE BATTERED BACK AT 45 DEG. RETAINING WALLS MAY BE REQUIRED SUBJECT TO SITE CONDITIONS.

DRAINAGE NOTES:

PROVIDE MIN. 100MM DIA. U.P.V.C. STORMWATER DRAINS WITH FALL IN ACCORDANCE WITH PIC REQUIREMENTS, CONNECTED TO LEGAL POINT OF DISCHARGE.

REFER TO ENGINEERS DRAINAGE PLAN FOR FULL STORMWATER & DRAINAGE LAYOUT AND DETAILS.

IMPORTANT NOTE:

SITE CUTS ARE SUBJECT TO PERMIT APPROVAL & NOT TO BE USED BY ANY OTHER CONTRACTORS OTHER THAN METRICON HOMES P/L

SLAB STEP DOWNS:

THE FOLLOWING STEP DOWNS ARE TAKEN FROM F.F.L. OF HOUSE SLAB:-

GARAGE: 0 MM
PORTICO: 149 MM

PAVING & PATHS:

ALL PAVING AND PATHWAYS TO BE MINIMUM 1000MM WIDE UNLESS SHOWN OTHERWISE.

DEVELOPER APPROVAL

DEVELOPER APPROVAL REQUIRED.

GARAGE CONSTRUCTION:

GARAGE TO BE BUILT ON THE BOUNDARY. GARAGE GUTTER AND FASCIA TO BE LOCATED ON TOP OF EXTERNAL SKIN OF BRICKWORK.

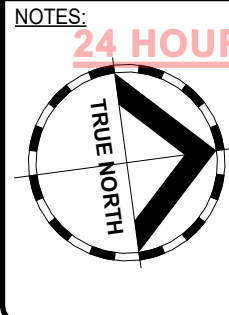
EASEMENT APPROVAL

CONSENT REQUIRED FROM RELEVANT AUTHORITIES TO BUILD OVER/ IN CLOSE PROXIMITY TO EASEMENT.

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT

Building act 1993 building regulations 2018
CBS VIC Domestic CBS U 100012

PRODUCT CODE: VA3LLO20VISSN
DBS: Robo...
Date: 30/06/2025 BP: 5810696210475



SITE AREA	
313.00 m ²	
O/ALL SITE COVERAGE	
183.00 m ²	58.47%
IMPERMEABLE AREA	
213.00 m ²	68.05%
PERMEABLE AREA	
100.00 m ²	31.95%
GARDEN AREA	
100.00 m ²	31.95%

LEGEND:

	EXISTING TREE
	TREE REMOVED
	STRUCTURAL ROOT ZONE
	TREE PROTECTION ZONE
	TAP
	RECYCLED WATER TAP
	RAINWATER TAP
	ELEC POLE
	SIGN
	METER BOX
	GAS METER
	HNU
	DOWNPIPE
	STORMWATER
	SEWER RUN
	ROOF LINES
	BATTER - CUT
	BATTER - FILL

SURVEY DATE: 28/02/2025
CONTOUR LEVELS: 200MM
LEVELS TO: AHD

**REFER ENGINEER'S FOOTING DESIGN
SOIL CLASSIFICATION 'P'
REFER SOIL REPORT (REF. No: 237297)**

DRAWING TITLE:
SITE PLAN

SCALE: 1:200 (A3)

AUSTRALIAN BUILDING CO.

SPEC: BASE

DESIGN: **LLOYD 20**

FACADE: **VISTA**

501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149

Builders Licence: CDB-U 52968 ACN: 603 519 366

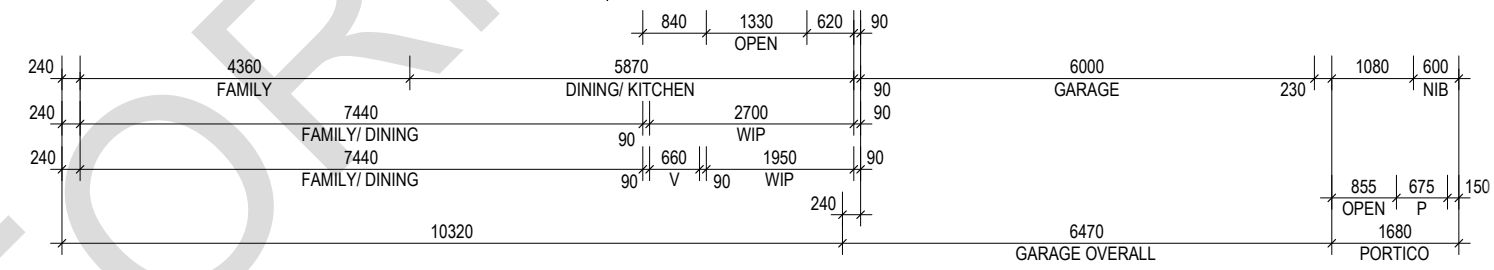
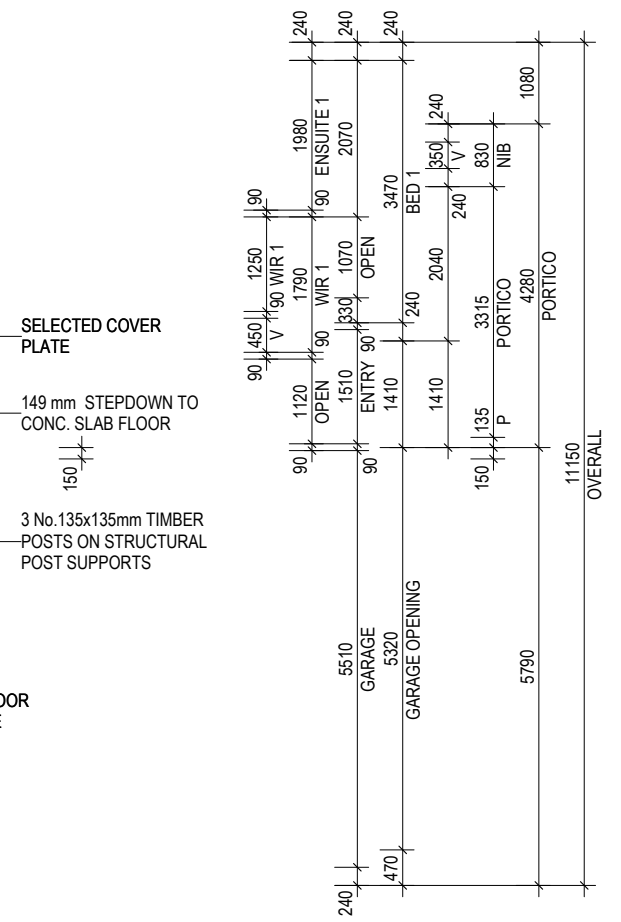
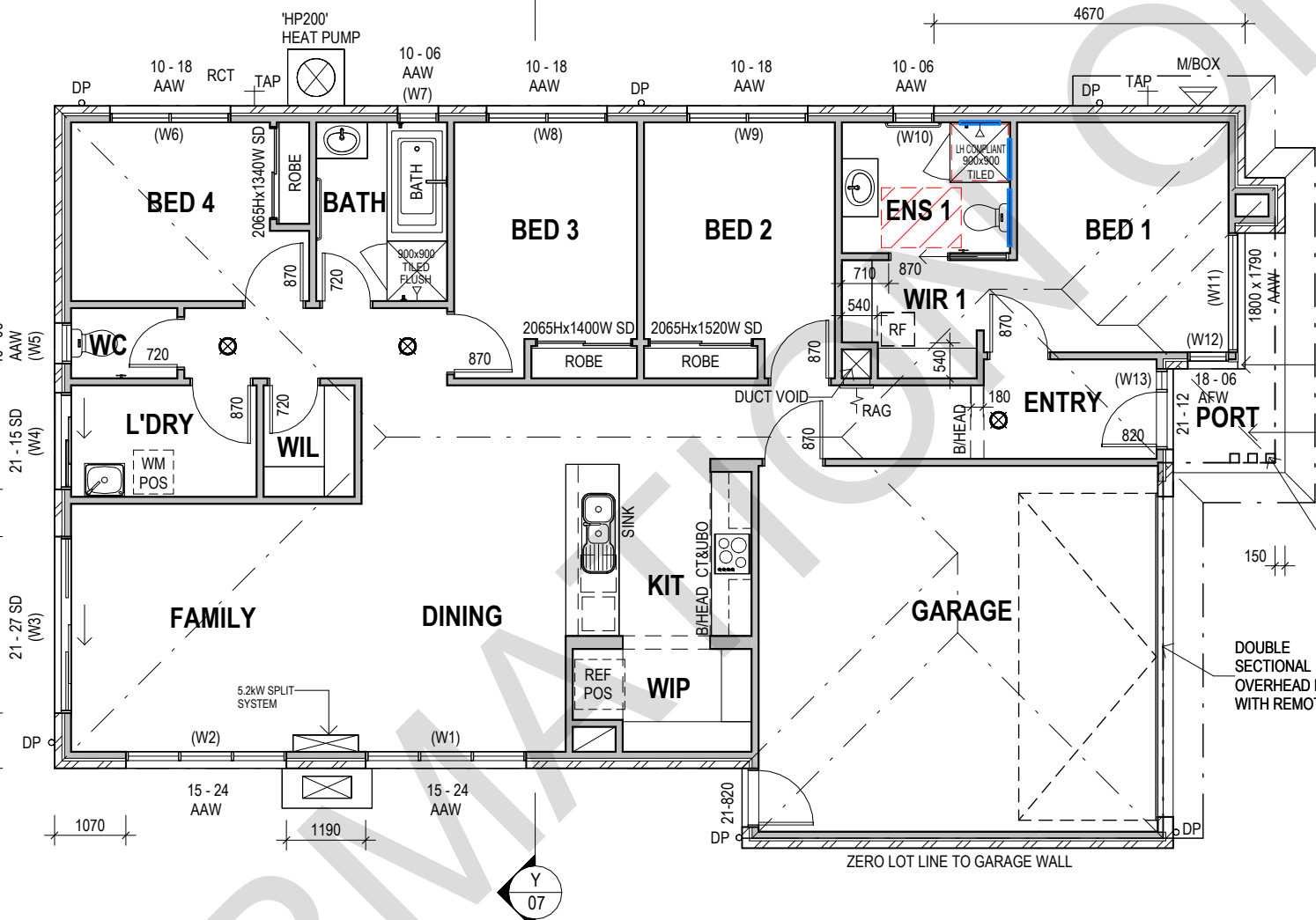
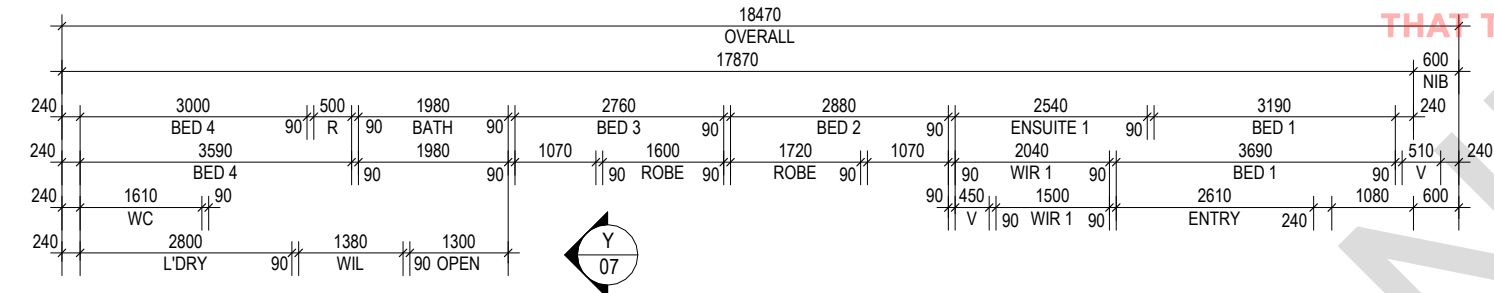
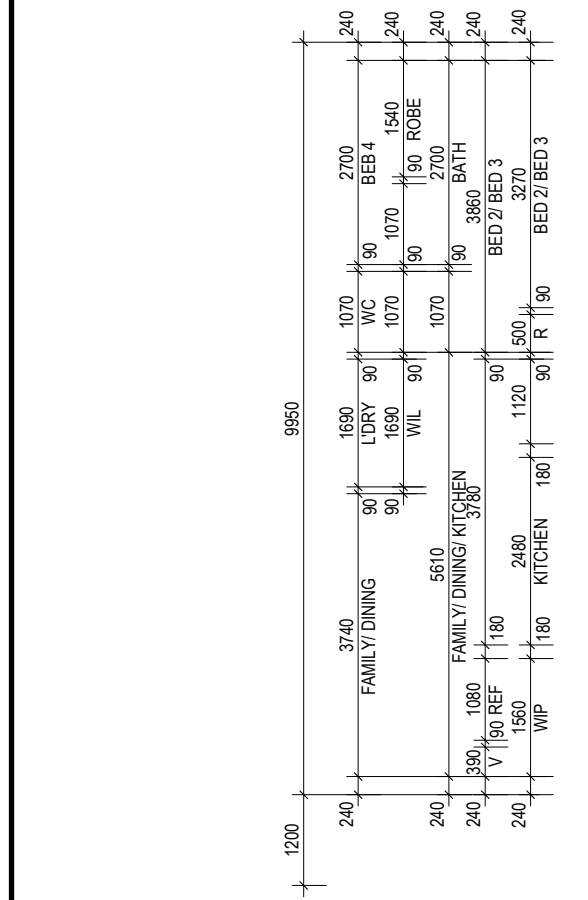
Tel: 13 18 28
www.abchomes.com.au

OWNER: MR. D. L. SARENIO	PERMIT N°: TBC
LOT 604 (NO.22) ENRICA DRIVE, MELTON SOUTH VIC	MASTER ISSUED: 01/04/2023
JOB N°: 753677	CHECKED: DG9
WIND SPEED: 40 M/S	SHEET: 02/12
FINAL PLANS DATE: 18/05/2023	

25/06/2025 9:47:11 AM

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

-Not Designated as Bushfire Prone
-Protection Works Not Applicable
-Performance Solutions Applicable



FINAL PLANS
The owner acknowledges that these are the final plans as varied and supersede any prior plans signed.
NO FURTHER CUSTOMER REQUESTED VARIATIONS ARE PERMITTED
Dated:
Signed Builder:
Signed Purchaser:

INSPECTION BOOKING
03 9673 0000

Building act 1993 building regulations 2018
CBS VIC Domestic CBS U 100012

NOTES:
• CENTRE ALL WINDOWS & EXTERNAL DOORS INTERNALLY TO ROOM (UNO) INTERNAL HINGED DOORS TO BE CENTRED TO THE HALLWAY
• 245D. BULKHEAD THROUGHOUT (U.N.O)
900W. x 1200D. CIRCULATION SPACE TO FRONT EDGE OF TOILET PAN
IN WALL REINFORCING REFER DETAIL

LEGEND:
- UNDER STAIR WALLS (WHERE APPLICABLE) - TO BE BUILT AFTER STAIR
- 70MM STUD WALLS
- DUCTED HEATING RETURN AIR WALL GRILLE
- ROOF ACCESS
- SMOKE ALARM

AREA	m ²	SQR
GROUND FLOOR	142.98 m ²	15.39
TOTAL LIVING	142.98 m ²	15.39
PORTICO	4.35 m ²	0.47
GARAGE	36.11 m ²	3.89
TOTAL OTHER	40.46 m ²	4.36
TOTAL	183.44 m ²	19.75

DRAWING TITLE:
FLOOR PLAN

SCALE: 1: 100 (A3)

Do NOT scale this drawing. All written dimensions take precedence over scaled dimension. If in doubt, ASK.

AUSTRALIAN BUILDINGCO.
SPEC: BASE

DESIGN:
LLOYD 20

PRODUCT CODE:
VA3LLO20VISSN

OWNER:
MR. D. L. SARENIO

CEILING:
25G L

FACADE:
VISTA

601 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence: CDB-U 52968 ACN: 603 519 366
Tel: 13 18 28
www.abchomes.com.au

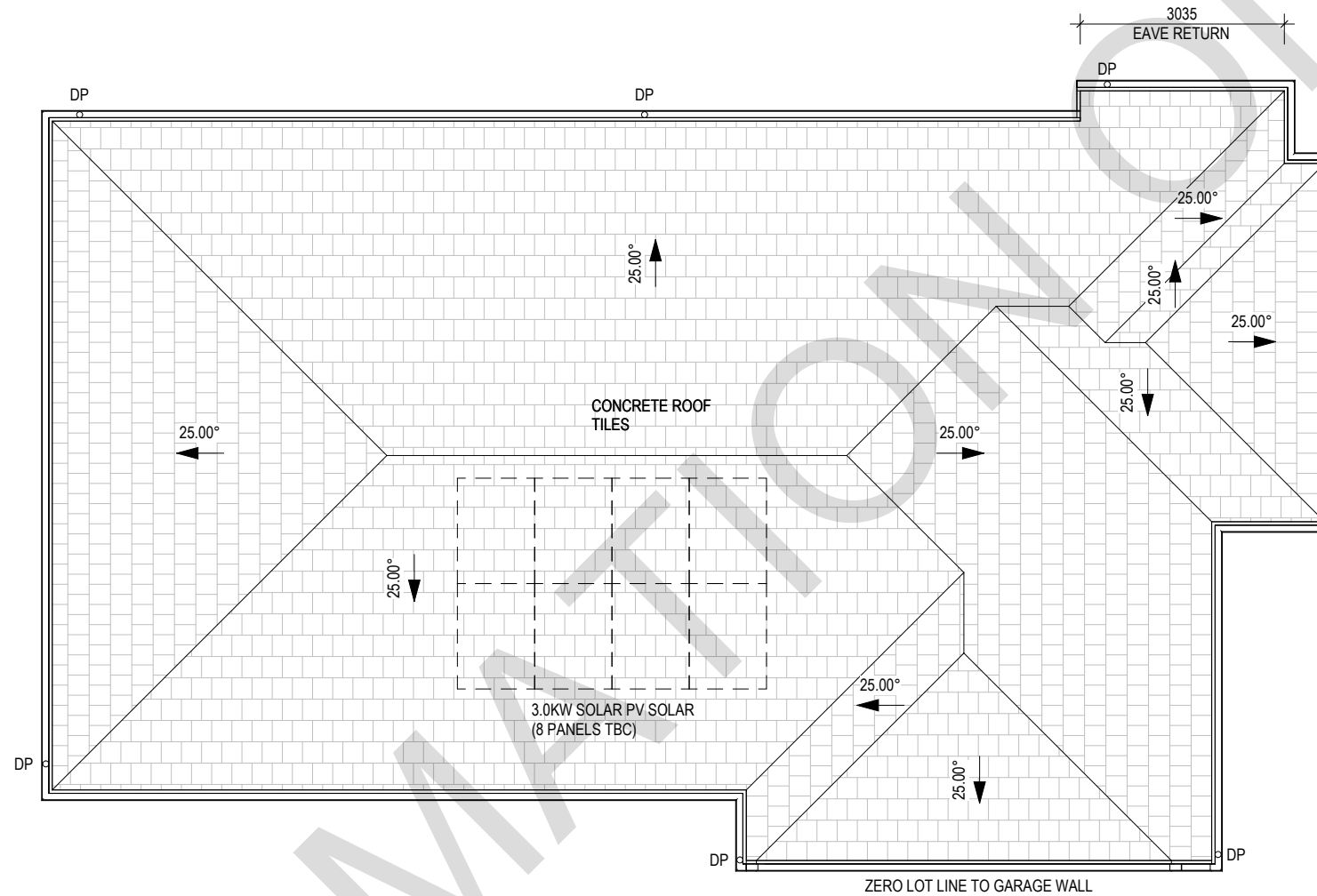
JOB N°: 753677	PERMIT N°: TBC
WIND SPEED: 40 M/S	MASTER ISSUED: 01/04/2023
DRAWN: PG3	CHECKED: DG9
FINAL PLANS	
DATE: 18/05/2023	
SHEET: 03/12	

25/06/2025 9:47:12 AM



-Not Designated as Bushfire Prone
 -Protection Works Not Applicable
 -Performance Solutions Applicable

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE
 THAT THE SITING OF THE BUILDING COMPLIES
 WITH THE ENDORSED PLANS



INSPECTION BOOKING
 03 9673 0000

24 HOURS NOTICE REQUIRED

CHECKPOINT
 BUILDING SURVEYORS
BUILDING PERMIT



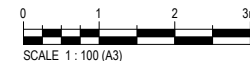
Building act 1993 building regulations 2018
 CBS VIC Domestic CBS U 100012
 PRODUCT CODE: VA3LLO20VISSN
 DBS: Robert M... BS 1 100039
 Date: 30/06/2025 BP: 5810696210475

FINAL PLANS

The owner acknowledges that these are the final plans as varied and supersede any prior plans signed.
NO FURTHER CUSTOMER REQUESTED VARIATIONS ARE PERMITTED
 Dated

Signed Builder
 Signed Purchaser

DRAWING TITLE:
ROOF PLAN



Do NOT scale this drawing.
 All written dimensions take precedence over scaled dimension. If in doubt, ASK.

DESIGN:
LLOYD 20

FACADE:
VISTA

CEILING:
25G L

OWNER:
MR. D. L. SARENIO
 LOT 604 (NO.22) ENRICA DRIVE, MELTON
 SOUTH VIC



SPEC: BASE

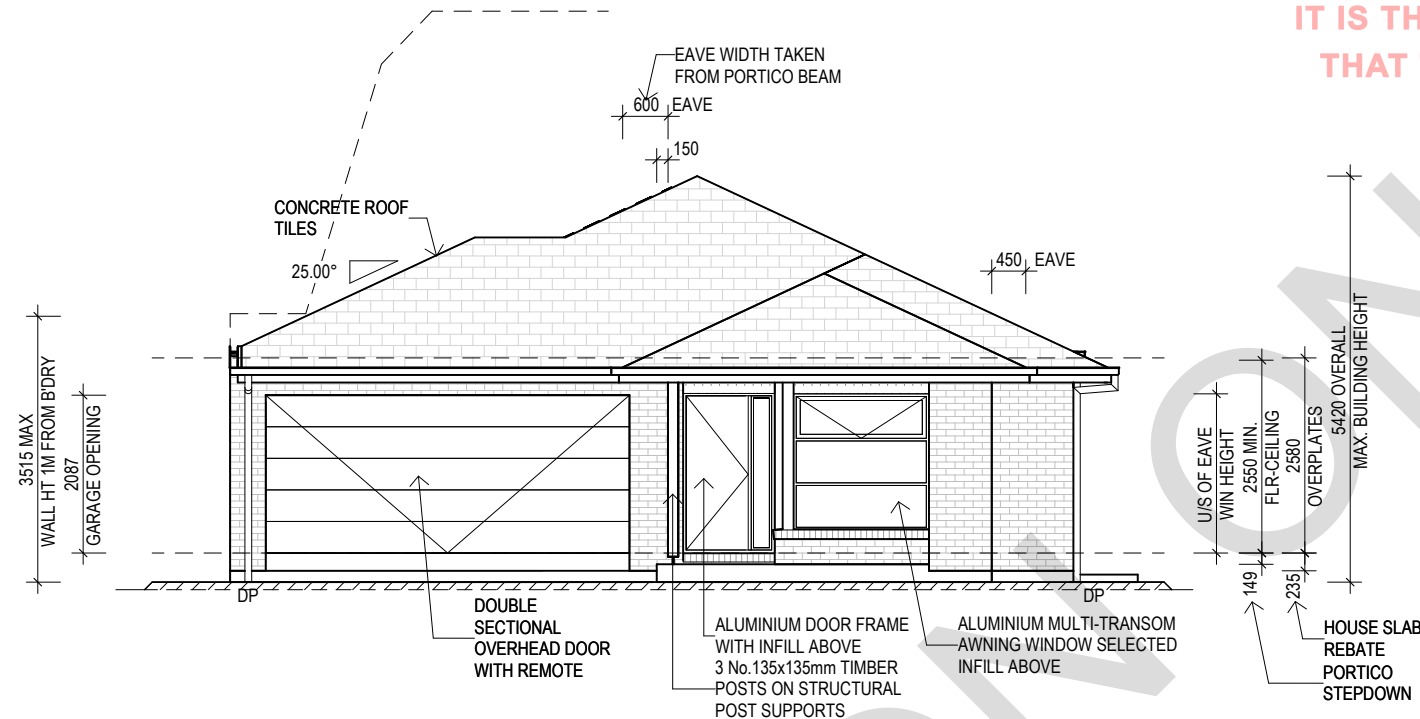
501 Blackburn Road, Mount Waverley, VIC, 3149
 P.O. Box 857, Mount Waverley, VIC, 3149
 Builders Licence: CDB-U 52968 ACN: 603 519 366
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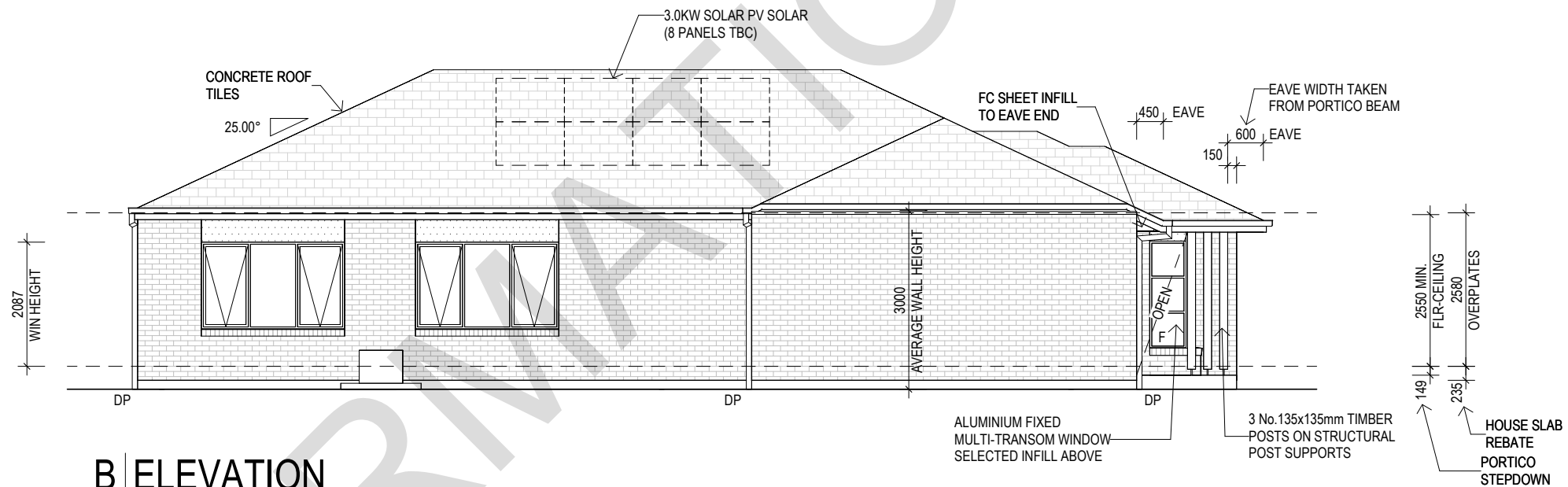
JOB N°: 753677	PERMIT N°: TBC
WIND SPEED: 40 M/S	MASTER ISSUED: 01/04/2023
DRAWN: PG3	CHECKED: DG9
FINAL PLANS	
DATE: 18/05/2023	
SHEET: 04/12	

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

-Not Designated as Bushfire Prone
-Protection Works Not Applicable
-Performance Solutions Applicable



A ELEVATION
1 : 100



B ELEVATION
1 : 100

INSPECTION BOOKING
03 9673 0000

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT

Building act 1993 building regulations 2018
CBS VIC Domestic CBS U 100012
DBS: Robert VA3LLO20VISSN
Date: 30/06/2025 BP: 5810696210475

NOTES:
24 HOURS NOTICE REQUIRED

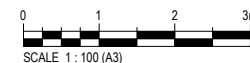
- PROVIDE F.C SHEET INFILL ABOVE ALL SIDE AND REAR ELEVATION WINDOWS & DOORS AS REQUIRED UNLESS NOTED OTHERWISE
- PROVIDE F.C. INFILL ABOVE FRONT ELEVATION WINDOWS, FRONT ENTRY FRAME & BRICKWORK ABOVE GARAGE DOOR OPENING UNLESS NOTE OTHERWISE

FINAL PLANS

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NO FURTHER CUSTOMER REQUESTED VARIATIONS ARE PERMITTED
Dated

Signed Builder
Signed Purchaser

DRAWING TITLE:
ELEVATIONS



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SPEC: BASE

DESIGN:
LLOYD 20

FACADE:
VISTA

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P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence: CDB-U 52968 ACN: 603 519 366
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PRODUCT CODE:
VA3LLO20VISSN

CEILING:
25G L

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OWNER:
MR. D. L. SARENIO
LOT 604 (NO.22) ENRICA DRIVE, MELTON
SOUTH VIC

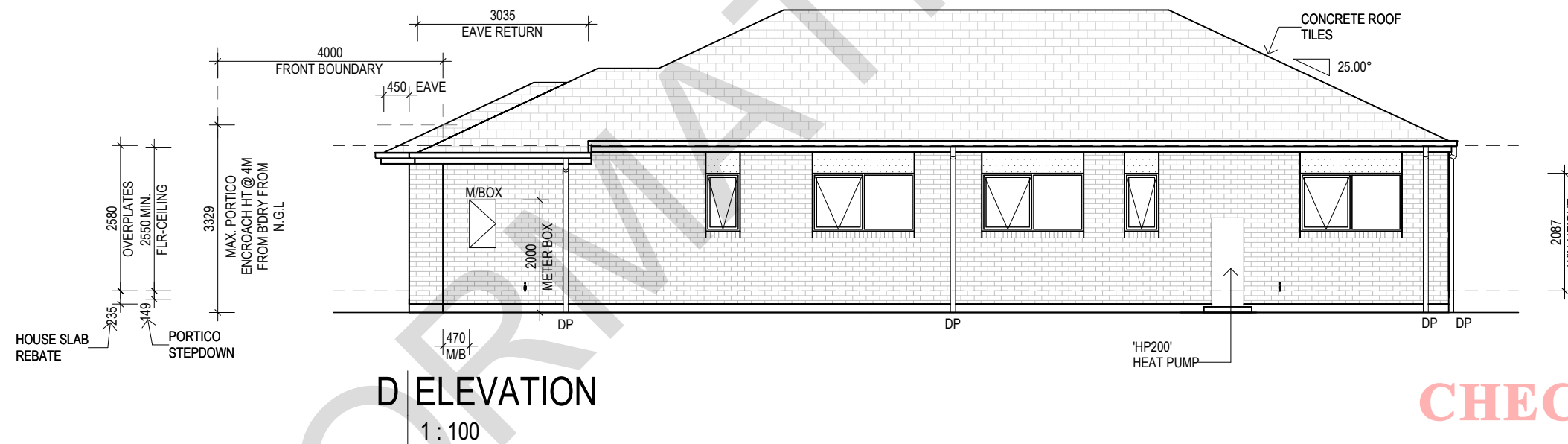
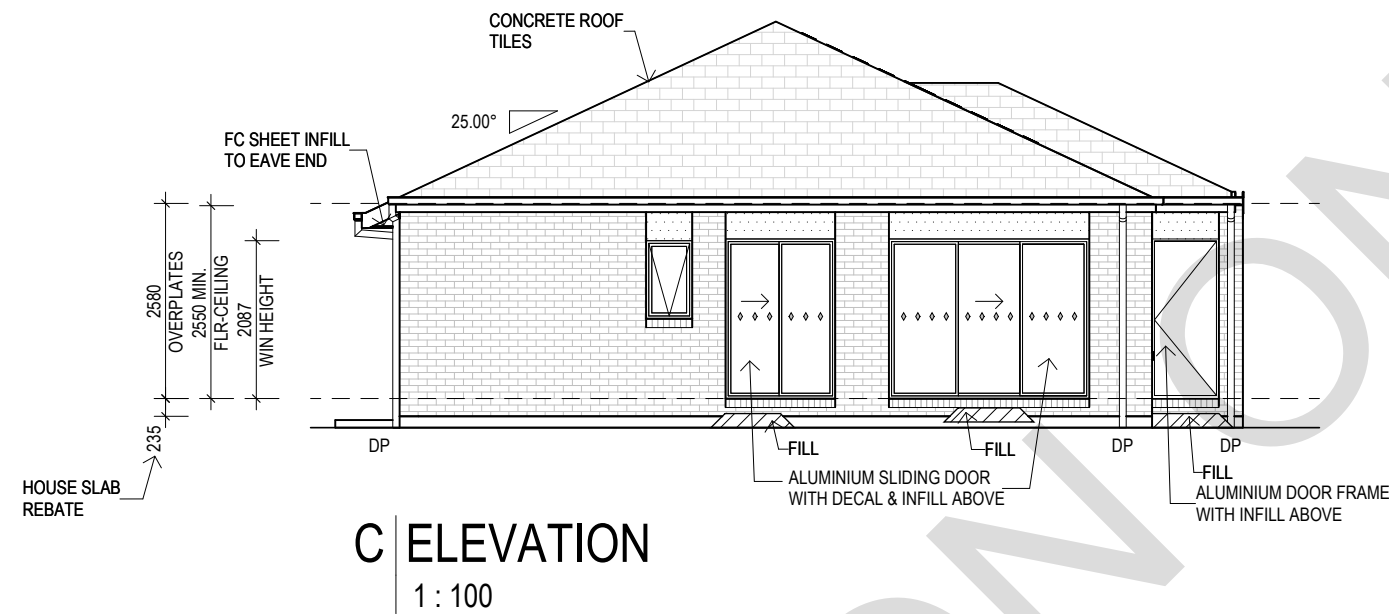
JOB N°: 753677 PERMIT N°: TBC
WIND SPEED: 40 M/S MASTER ISSUED: 01/04/2023

DRAWN: PG3 CHECKED: DG9 SHEET:

FINAL PLANS
DATE: 18/05/2023 05/12

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

-Not Designated as Bushfire Prone
-Protection Works Not Applicable
-Performance Solutions Applicable



INSPECTION BOOKING
03 9673 0000

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT

Building act 1993 building regulations 2018
CBS VIC Domestic CBS U 100012
DBS: Robert... DBS U 100039
Date: 30/06/2025 BP: 5810696210475

NOTES:
24 HOURS NOTICE REQUIRED

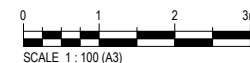
• PROVIDE F.C SHEET INFILL ABOVE ALL SIDE AND REAR ELEVATION WINDOWS & DOORS AS REQUIRED UNLESS NOTED OTHERWISE

FINAL PLANS

The owner acknowledges that these are the final plans as varied and supersede any prior plans signed.
NO FURTHER CUSTOMER REQUESTED VARIATIONS ARE PERMITTED
Dated

Signed Builder
Signed Purchaser

DRAWING TITLE:
ELEVATIONS



Do NOT scale this drawing.
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SPEC: BASE

DESIGN:
LLOYD 20

FACADE:
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P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence: CDB-U 52968 ACN: 603 519 366
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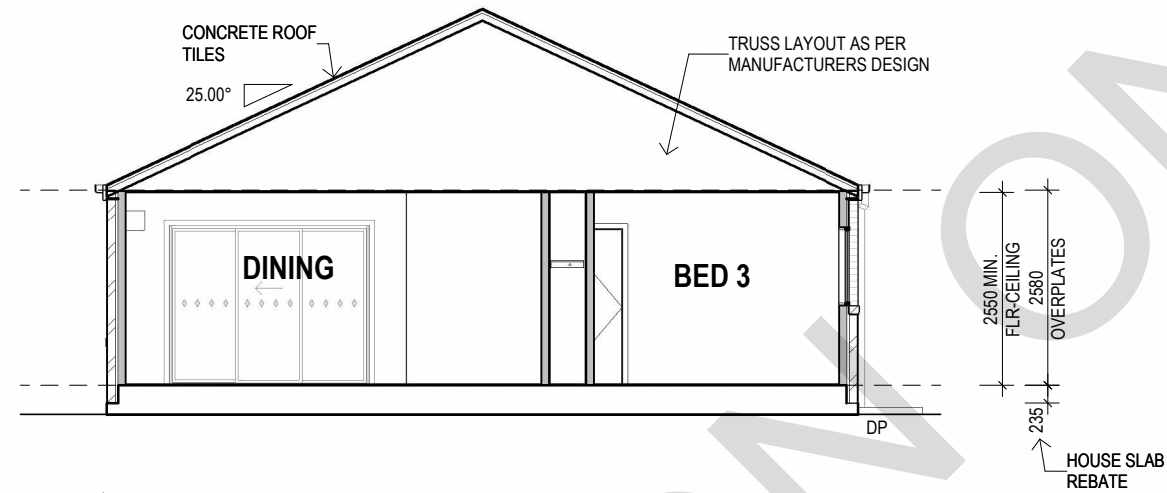
PRODUCT CODE:
VA3LLO20VISSN
CEILING:
25G L

OWNER:
MR. D. L. SARENIO
LOT 604 (NO.22) ENRICA DRIVE, MELTON SOUTH VIC

JOB N°: 753677	PERMIT N°: TBC
WIND SPEED: 40 M/S	MASTER ISSUED: 01/04/2023
DRAWN: PG3	CHECKED: DG9
FINAL PLANS	
DATE: 18/05/2023	
SHEET: 06/12	

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

-Not Designated as Bushfire Prone
-Protection Works Not Applicable
-Performance Solutions Applicable



Y SECTION
1 : 100

INSPECTION BOOKING
NOTE: SECTION VIEW IS INDICATIVE ONLY - CONSTRUCTION DETAILS, COLOUR SELECTION & CONTRACT DOCUMENTATION ITEMS TAKE PRECEDENCE
03 9673 0000

24 HOURS NOTICE REQUIRED

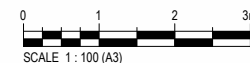
FINAL PLANS

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Dated

Signed Builder

Signed Purchaser

DRAWING TITLE:
SECTION



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SPEC: BASE

DESIGN:
LLOYD 20

FACADE:
VISTA

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OWNER:
MR. D. L. SARENIO
LOT 604 (NO.22) ENRICA DRIVE, MELTON SOUTH VIC

JOB N°: 753677 PERMIT N°: TBC
WIND SPEED: 40 M/S MASTER ISSUED: 01/04/2023

DRAWN: PG3 CHECKED: DG9 SHEET:

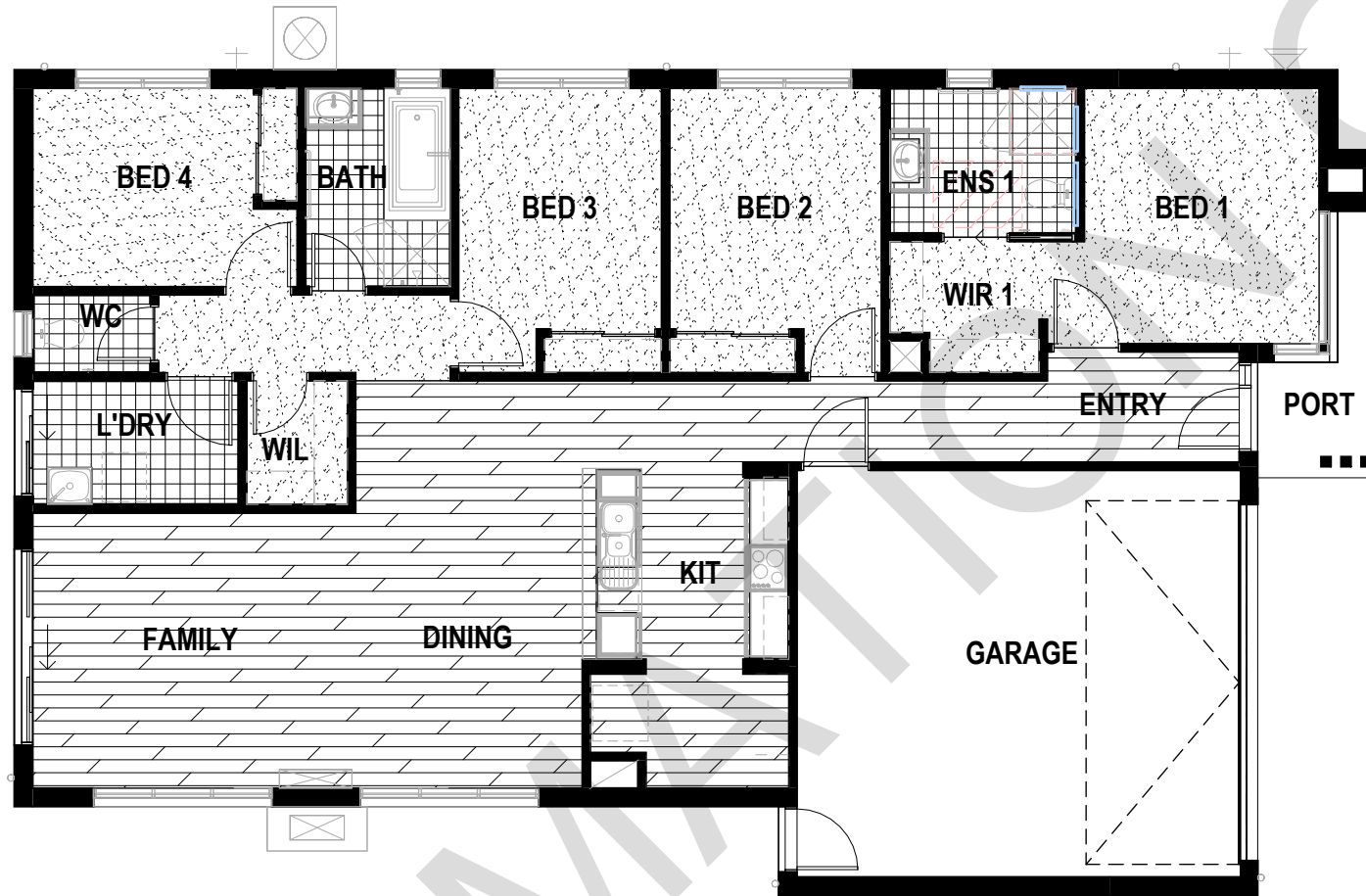
FINAL PLANS
DATE: 18/05/2023 07/12

**CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT**

Building act 1993 building regulations 2018
CBS VIC Domestic CBS U 100012
DBS: Robert... DBS U 100039
Date: 30/06/2025 BP: 5810696210475

MASTER PLAN NOTE: ONLY WET AREA AND BALCONY (WHERE BALCONY IS ADOPTED) TILES ARE PROVIDED AS STANDARD. REFER TO SPECIFICATION DOCUMENT DETAILS. ADDITIONAL FLOOR COVERINGS SHOWN ARE INDICATIVE.

-Not Designated as Bushfire Prone
-Protection Works Not Applicable
-Performance Solutions Applicable



IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS

FLOOR COVERINGS		
	CARPET	53.0 m ²
	TIMBER DECKING	52.9 m ²
	WET AREA TILES	14.3 m ²

INSPECTION BOOKING
03 9673 0000

24 HOURS NOTICE REQUIRED

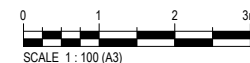
FINAL PLANS

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Dated

Signed Builder

Signed Purchaser

DRAWING TITLE:
FLOOR COVERINGS



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SPEC: BASE

DESIGN:
LLOYD 20

FACADE:
VISTA

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PRODUCT CODE:
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OWNER:
MR. D. L. SARENIO
LOT 604 (NO.22) ENRICA DRIVE, MELTON SOUTH VIC

JOB N°: 753677	PERMIT N°: TBC
WIND SPEED: 40 M/S	MASTER ISSUED: 01/04/2023

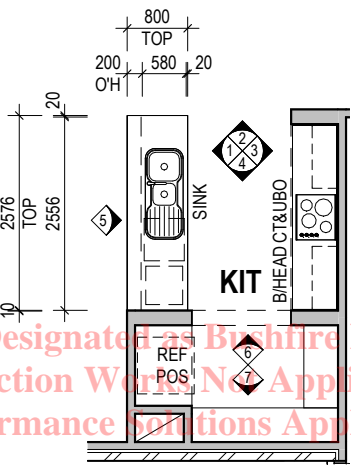
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FINAL PLANS
DATE: 18/05/2023

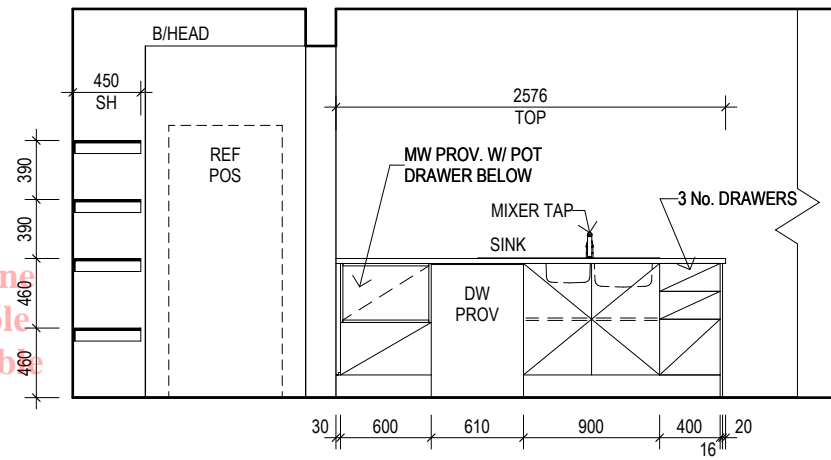
08/12

CHECKPOINT
BUILDING SURVEYORS
BUILDING PERMIT

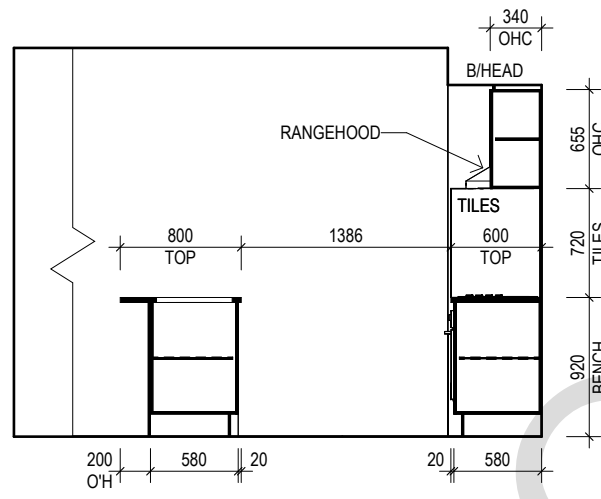
Building act 1993 building regulations 2018
CBS VIC Domestic CBS U 100012
DBS: Robert...
Date: 30/06/2025 BP: 5810696210475



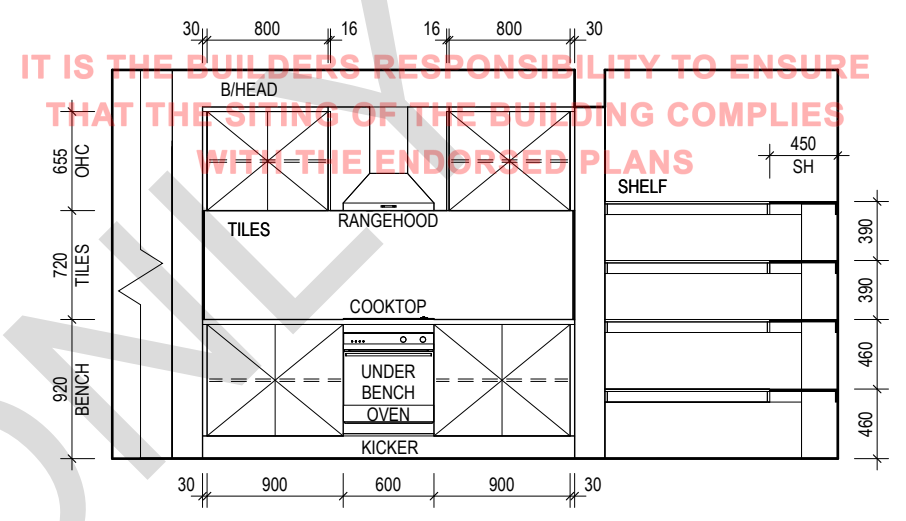
KITCHEN/ WIP
1 : 100



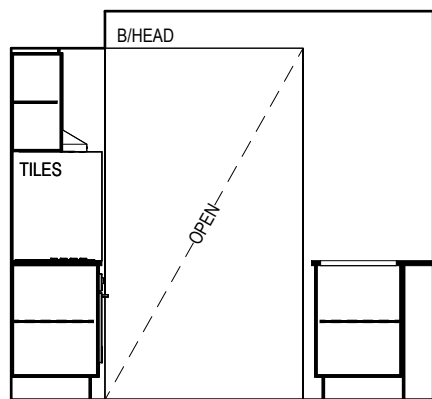
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1 : 50



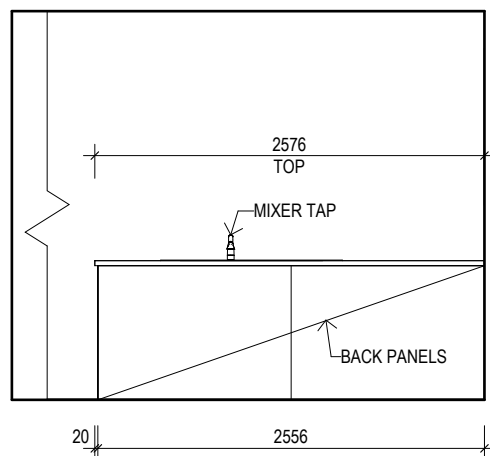
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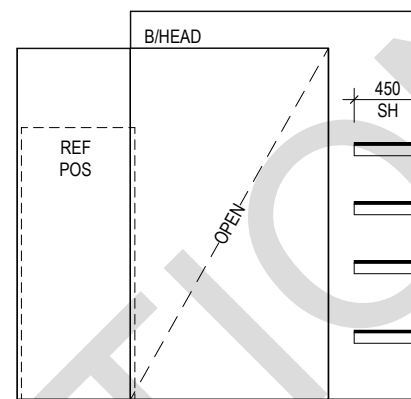
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1 : 50



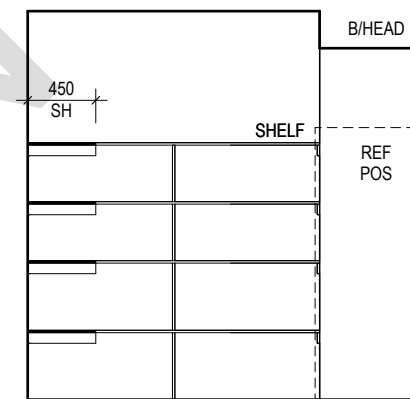
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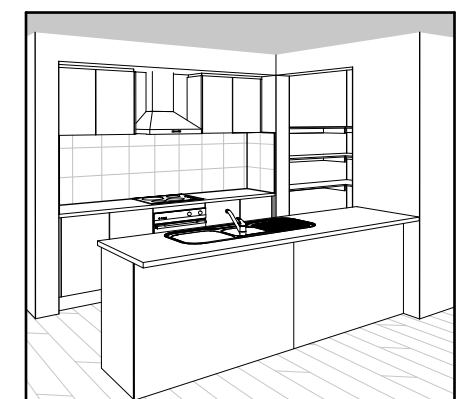
5 ISLAND BENCH
1 : 50



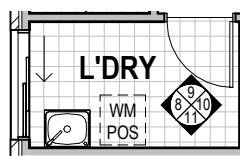
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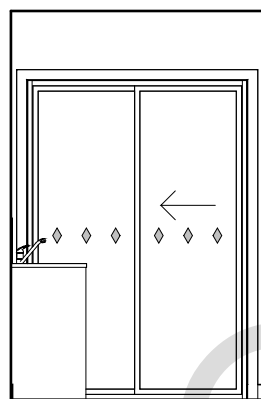
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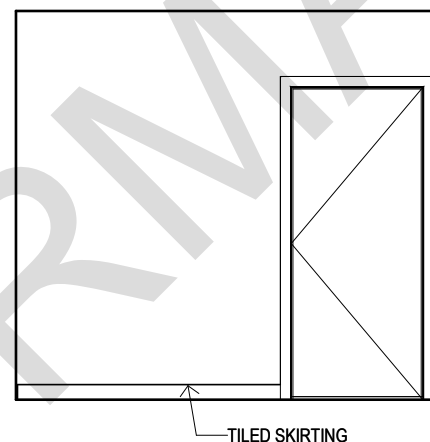
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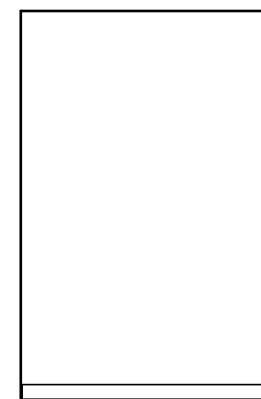
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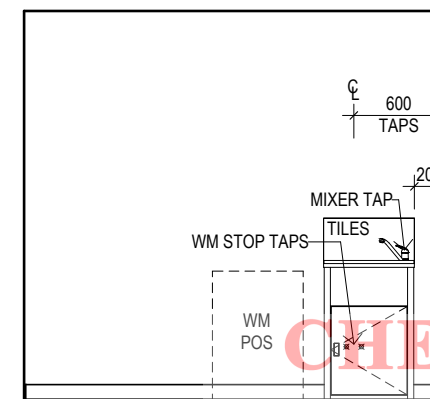
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1 : 50



9 L'DRY
1 : 50



10 L'DRY
1 : 50



11 L'DRY
1 : 50

CHECKPOINT
BUILDING SURVEYORS

BUILDING PERMIT

Building act 1993 building regulations 2018
CBS VIC Domestic CBS U 100012

PRODUCT CODE: DBS: Robert De G...
Date: 30/06/2025 BP: 5810696210475

OWNER: MR. D. L. SARENIO
LOT 604 (NO.22) ENRICA DRIVE, MELTON SOUTH VIC

JOB N°: 753677 PERMIT N°: TBC
WIND SPEED: 40 M/S MASTER ISSUED: 01/04/2023

DRAWN: PG3 CHECKED: DG9 SHEET: 09/12
FINAL PLANS DATE: 18/05/2023

INSPECTION BOOKING
03 9673 0000

- INTERNAL DIMENSIONS ARE TAKEN FROM PLASTER.
- INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM FINISHED STRUCTURAL F.L. FLOOR COVERINGS ARE NOT ACCOUNTED FOR.
- ALL BENCHTOP DIMENSIONS ARE CRITICAL.
- TILE & CUPBOARD DIMENSIONS ARE APPROXIMATE ONLY & MAY BE ALTERED TO SUIT MODULAR SIZES & FINISH THICKNESSES
- SHOWER SCREEN HEIGHTS ARE INDICATIVE ONLY AND WILL ALTER DEPENDING ON SHOWER BASE CONSTRUCTION METHODS.
- BENCHTOPS AND ISLAND BENCH BACK PANELS MAY HAVE A JOIN DEPENDANT ON SIZE & CONFIGURATION, POSITIONED AT THE MANUFACTURERS DISCRETION.
- PROFILE LINES DRAWN ON CABINETRY ARE INDICATIVE ONLY, REFER TO COLOUR SELECTION.
- REFER TO WAG.D-001 FOR WET AREA GENERIC DETAILS

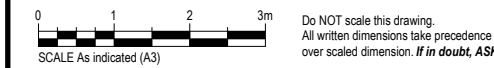
FINAL PLANS

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Dated

Signed Builder
Signed Purchaser



DRAWING TITLE:
INTERNAL ELEVATIONS



DESIGN:
LLOYD 20

FACADE:
VISTA

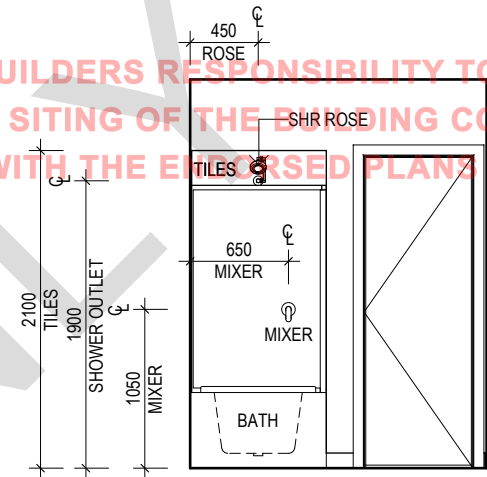
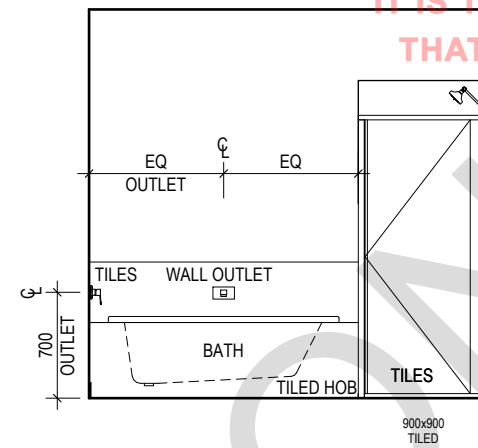
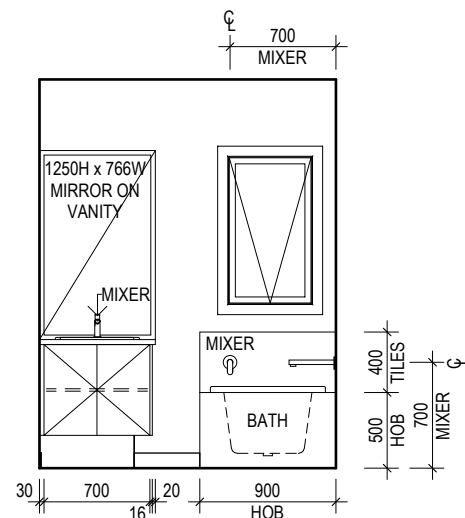
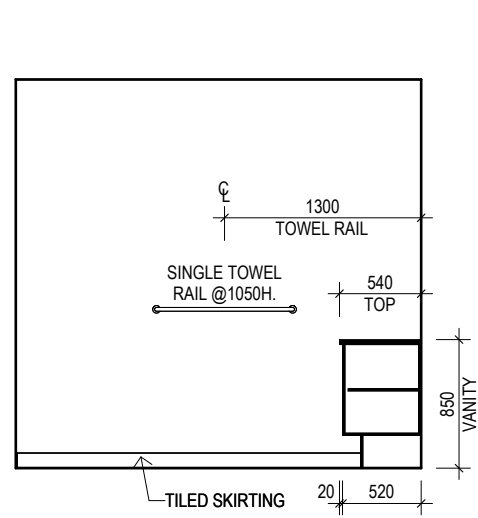
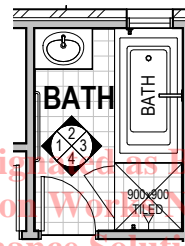
501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence: CDB-U 52968 ACN: 603 519 366
Tel: 13 18 28
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CEILING:
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-Not Designed as Bushfire Prone
 -Protection Work Not Applicable
 -Performance Solutions Applicable

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE
 THAT THE SITING OF THE BUILDING COMPLIES
 WITH THE ENFORCED PLANS



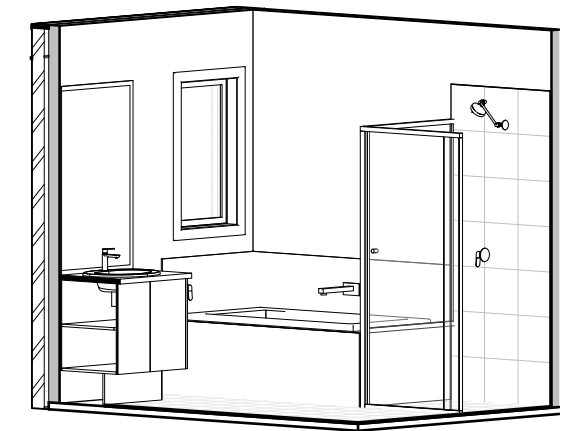
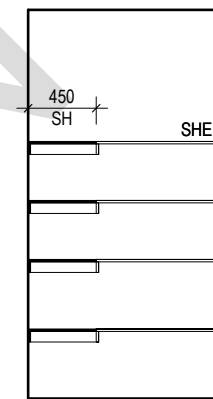
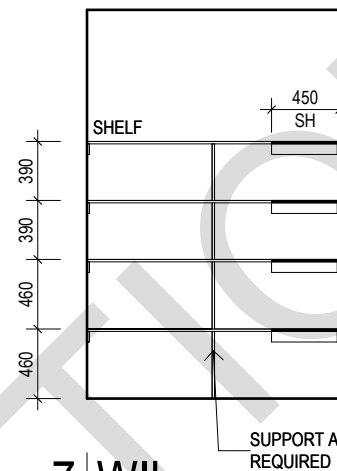
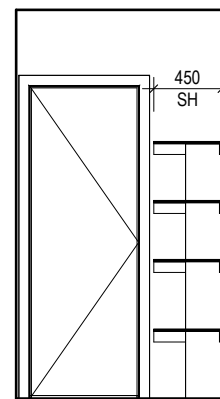
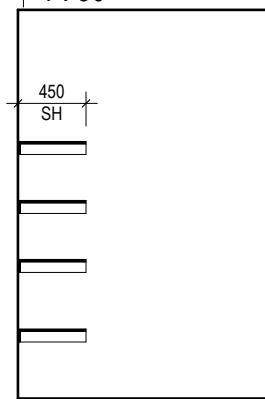
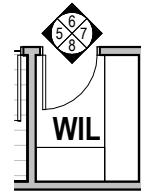
BATH
1 : 100

1 BATH
1 : 50

2 BATH
1 : 50

3 BATH
1 : 50

4 BATH
1 : 50



WIL
1 : 100

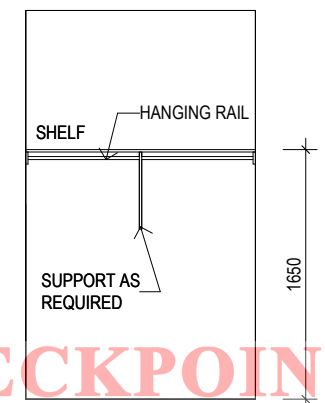
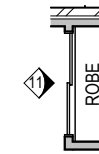
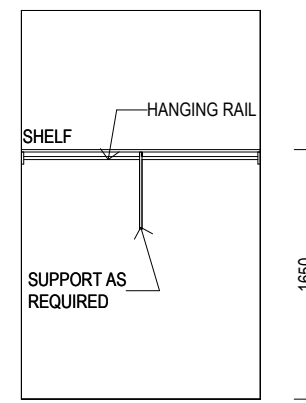
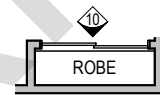
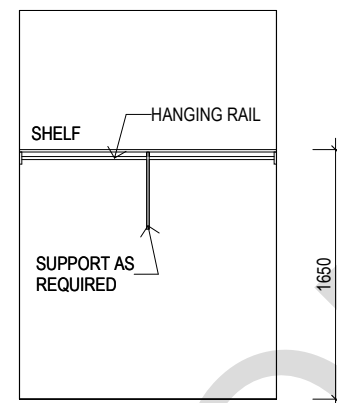
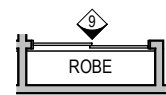
5 WIL
1 : 50

6 WIL
1 : 50

7 WIL
1 : 50

8 WIL
1 : 50

BATH 3D VIEW



BED 2 ROBE
1 : 100

9 BED 2 ROBE
1 : 50

BED 3 ROBE
1 : 100

10 BED 3 ROBE
1 : 50

BED 4 ROBE
1 : 100

11 BED 4 ROBE
1 : 50

CHECKPOINT

BUILDING SURVEYORS

BUILDING PERMIT
 Building act 1993 building regulations 2018
 CBS VIC Domestic CBS U 100012

Product Code: DBS: Robert De G...
 Date: 30/06/2025 BP: 5810696210475

OWNER: MR. D. L. SARENIO
 LOT 604 (NO.22) ENRICA DRIVE, MELTON SOUTH VIC

CEILING: 25G L

JOB N°: 753677 PERMIT N°: TBC

WIND SPEED: 40 M/S MASTER ISSUED: 01/04/2023

DRAWN: PG3 CHECKED: DG9 SHEET:

FINAL PLANS DATE: 18/05/2023

10/12

INTERNAL DIMENSIONS ARE TAKEN FROM PLASTER.
 INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM FINISHED STRUCTURAL F.L. FLOOR COVERINGS ARE NOT ACCOUNTED FOR.
 ALL BENCHTOP DIMENSIONS ARE CRITICAL.
 TILE & CUPBOARD DIMENSIONS ARE APPROXIMATE ONLY & MAY BE ALTERED TO SUIT MODULAR SIZES & FINISH THICKNESSES
 SHOWER SCREEN HEIGHTS ARE INDICATIVE ONLY AND WILL ALTER DEPENDING ON SHOWER BASE CONSTRUCTION METHODS.
 BENCHTOPS AND ISLAND BENCH BACK PANELS MAY HAVE A JOIN DEPENDANT ON SIZE & CONFIGURATION, POSITIONED AT THE MANUFACTURERS DISCRETION.
 PROFILE LINES DRAWN ON CABINETRY ARE INDICATIVE ONLY, REFER TO COLOUR SELECTION.
 REFER TO WAG.D-001 FOR WET AREA GENERIC DETAILS

FINAL PLANS
 The owner acknowledges that these are the final plans as varied and supersede any prior plans signed.
NO FURTHER CUSTOMER REQUESTED VARIATIONS ARE PERMITTED
 Dated:
 Signed Builder:
 Signed Purchaser:



DRAWING TITLE:
INTERNAL ELEVATIONS

0 1 2 3m
 SCALE As indicated (A3)

Do NOT scale this drawing.
 All written dimensions take precedence over scaled dimension. If in doubt, ASK.

AUSTRALIAN BUILDING CO.
 SPEC: BASE

DESIGN:
LLOYD 20

FACADE:
VISTA

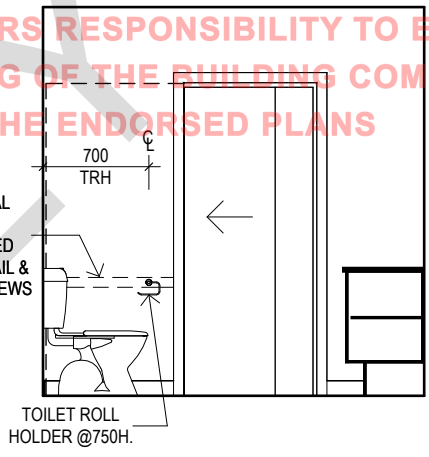
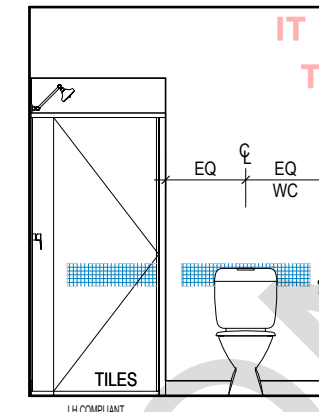
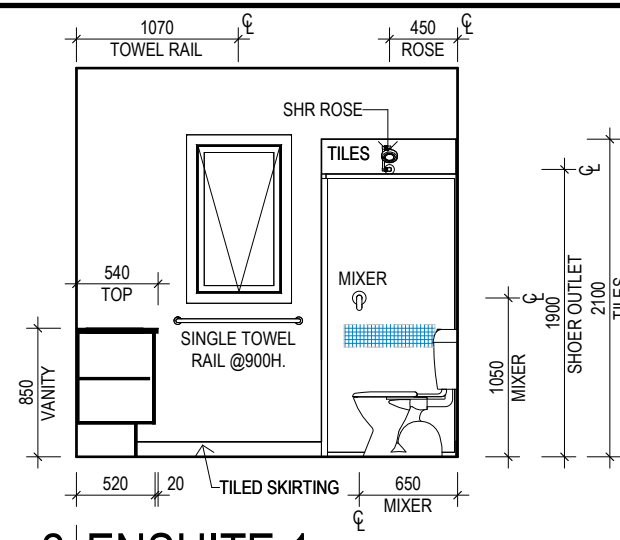
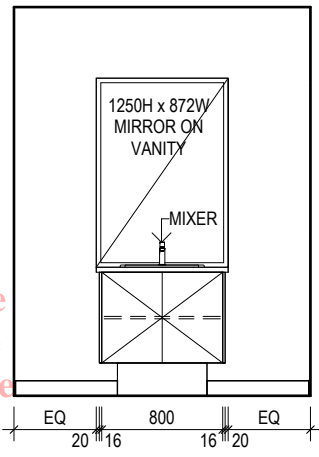
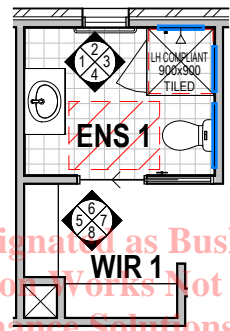
501 Blackburn Road, Mount Waverley, VIC, 3149
 P.O. Box 857, Mount Waverley, VIC, 3149
 Builders Licence: CDB-U 52968 ACN: 603 519 366
 Tel: 13 18 28
 www.abchomes.com.au

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25/06/2025 9:47:20 AM

-Not Designated as Bushfire Prone
 -Protection Works Not Applicable
 -Performance Solutions Applicable

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS



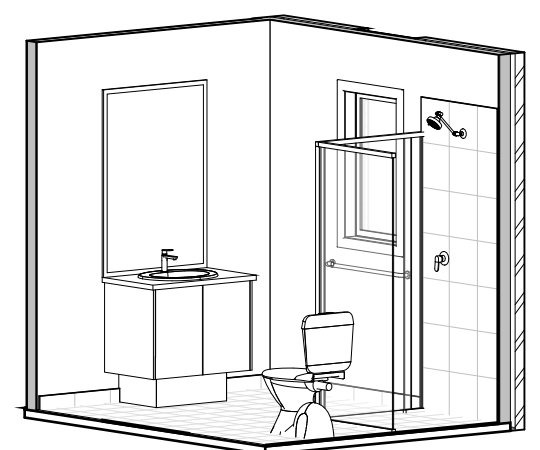
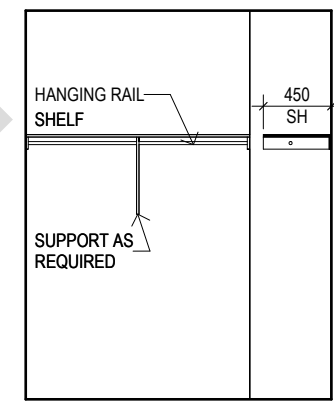
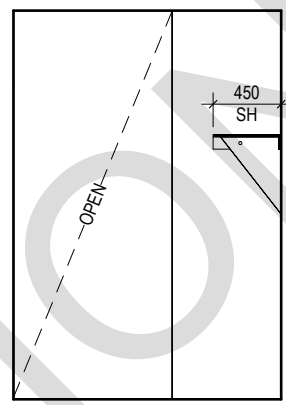
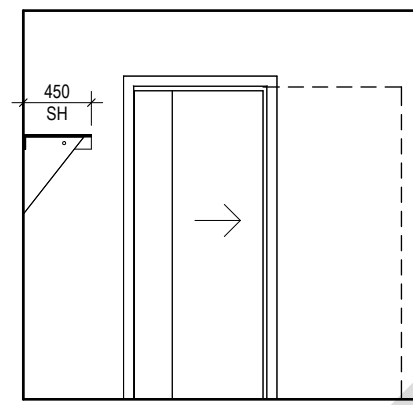
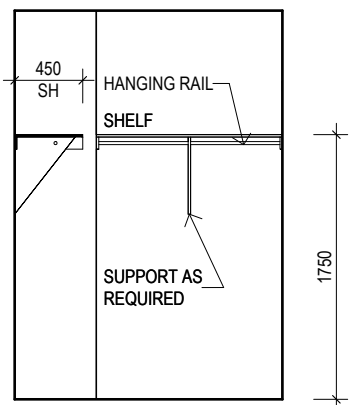
ENSUITE 1/ WIR 1
1 : 100

1 ENSUITE 1
1 : 50

2 ENSUITE 1
1 : 50

3 ENSUITE 1
1 : 50

4 ENSUITE 1
1 : 50



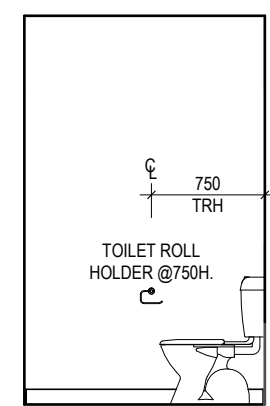
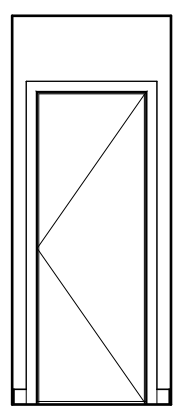
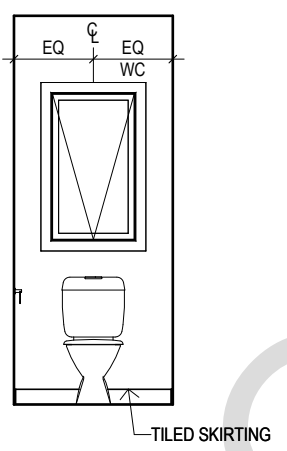
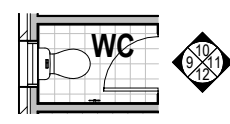
ENSUITE 3D VIEW

5 WIR
1 : 50

6 WIR
1 : 50

7 WIR
1 : 50

8 WIR
1 : 50



WC
1 : 100

9 WC
1 : 50

10 WC
1 : 50

11 WC
1 : 50

12 WC
1 : 50

CHECKPOINT
 BUILDING SURVEYORS
 BUILDING PERMIT

Building act 1993 building regulations 2018
 CBS VIC Domestic CBS U 100012

PRODUCT CODE: DBS: Robert De G...
 OWNER: MR. D. L. SARENIO
 Date: 30/06/2025 BP: 5810696210475
 CEILING: 25G L
 LOT 604 (NO.22) ENRICA DRIVE, MELTON SOUTH VIC

- INTERNAL DIMENSIONS ARE TAKEN FROM PLASTER.
- INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM FINISHED STRUCTURAL F.L. FLOOR COVERINGS ARE NOT ACCOUNTED FOR.
- ALL BENCHTOP DIMENSIONS ARE CRITICAL.
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- PROFILE LINES DRAWN ON CABINETRY ARE INDICATIVE ONLY, REFER TO COLOUR SELECTION.
- REFER TO WAG.D-001 FOR WET AREA GENERIC DETAILS



FINAL PLANS
 The owner acknowledges that these are the final plans as varied and supersede any prior plans signed.
NO FURTHER CUSTOMER REQUESTED VARIATIONS ARE PERMITTED
 Dated:
 Signed Builder:
 Signed Purchaser:



DRAWING TITLE:
INTERNAL ELEVATIONS

0 1 2 3m
 SCALE As indicated (A3)

Do NOT scale this drawing.
 All written dimensions take precedence over scaled dimension. If in doubt, ASK.

AUSTRALIAN BUILDING CO.
 SPEC: BASE

DESIGN:
LLOYD 20

FAÇADE:
VISTA

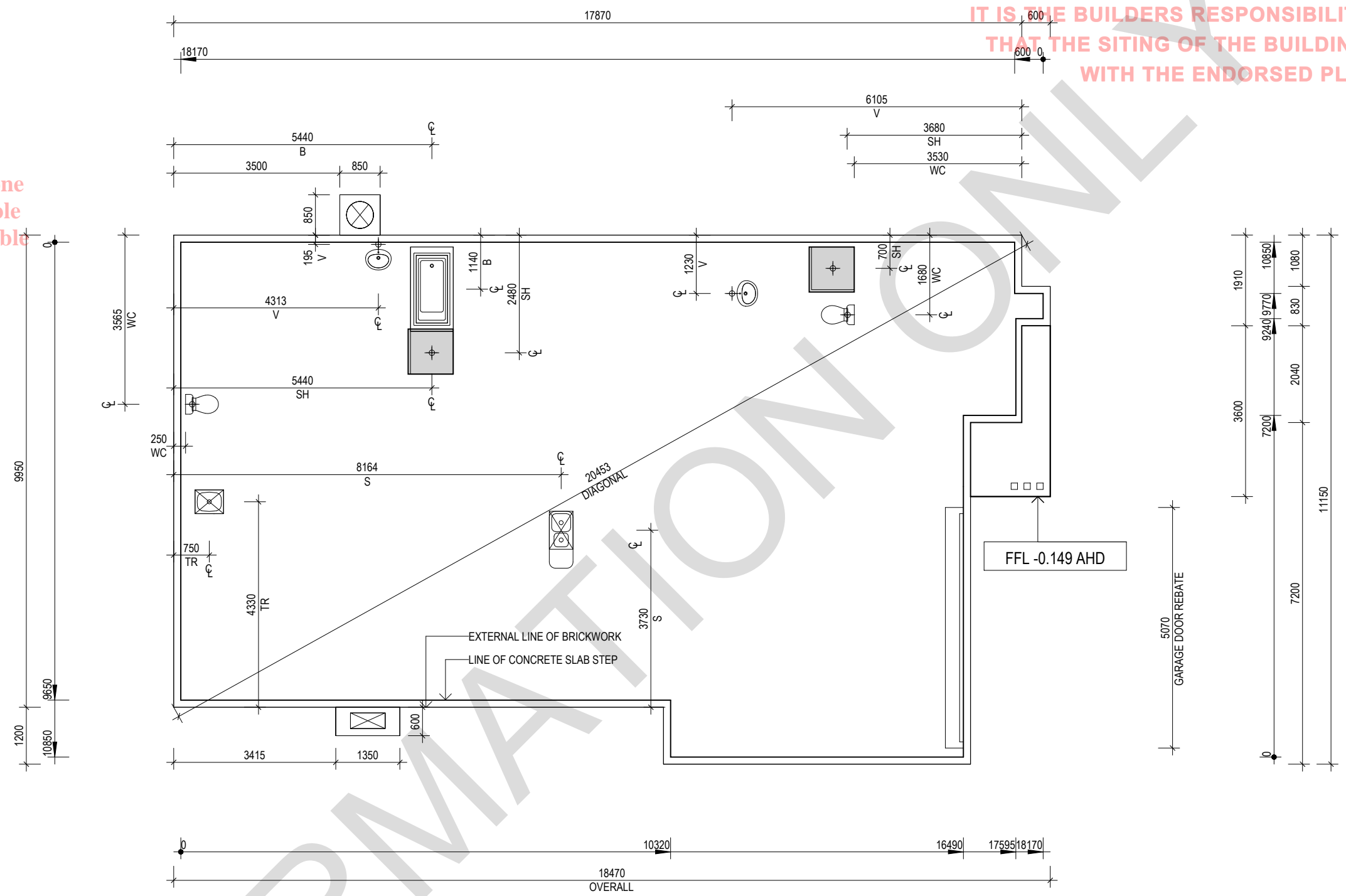
501 Blackburn Road, Mount Waverley, VIC, 3149
 P.O. Box 857, Mount Waverley, VIC, 3149
 Builders Licence: CDB-U 52968 ACN: 603 519 366
 Tel: 13 18 28
 www.abchomes.com.au

JOB N°: 753677	PERMIT N°: TBC
WIND SPEED: 40 M/S	MASTER ISSUED: 01/04/2023
DRAWN: PG3	CHECKED: DG9
FINAL PLANS	
DATE: 18/05/2023	
SHEET: 11/12	

25/06/2025 9:47:22 AM

-Not Designated as Bushfire Prone
 -Protection Works Not Applicable
 -Performance Solutions Applicable

IT IS THE BUILDERS RESPONSIBILITY TO ENSURE
 THAT THE SITING OF THE BUILDING COMPLIES
 WITH THE ENDORSED PLANS



INSPECTION BOOKING
 03 9673 0000

CHECKPOINT
 BUILDING SURVEYORS
 BUILDING PERMIT

Building act 1993 building regulations 2018
 CBS VIC Domestic CBS U 100012
 DBS: Robert... PS 1 100039
 Date: 30/06/2025 BP: 5810696210475

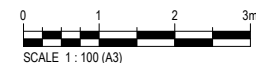
INTERNAL PLUMBING LAYOUT - DIMENSIONS LEGEND

NOTE: SPECIFIC LOCATION OF REQUIRED PLUMBING POINTS MUST BE DETERMINED IN CONJUNCTION WITH PRODUCT SPECIFICATIONS, COLOUR SELECTION AND CONTRACT.

- FW = CENTRELINE FLOOR WASTE
- V = VANITY BASIN (NOTE: WASTE IS DIMENSIONED TO CENTER OF STUD)
- V-WH = WALL HUNG VANITY BASIN (NOTE: WASTE IS DIMENSIONED TO CENTRELINE OF BASIN WITHIN STUD FRAME)
- WC = CENTRELINE TOILET (NOTE: WASTE POINT IS DIMENSIONED 150MM FROM FACE OF STUD)
- B = CENTRELINE BATH (NOTE: WASTE POINT IS INDICATIVE ONLY - REFER TO SPECS TO CLARIFY)
- PS = CENTRELINE PLUMBING STACK
- SH = CENTRELINE SHOWER BASE
- SH-S = STRIP DRAIN TO SHOWER (NOTE: WASTE POINT IS DIMENSIONED TO CENTRELINE OF DRAIN & 150MM OFF WALL)
- S = CENTRELINE KITCHEN SINK BOWLS
- L = CENTRELINE LAUNDRY TUB

- ★ START POINT FOR ALL EXTERNAL DIMENSIONS (IDEAL START POINT TO BE TAKEN FROM REAR CORNER OF THE LONGEST RUN OF WALL).
- ⊕ INDICATES WASTE LOCATION (DIMENSION FOR EXACT LOCATIONS).
- INDICATES DOWN PIPE LOCATION (DIMENSION FOR EXACT LOCATIONS).
- 300x300mm BOXING TO WASTE CENTRE
- ⊕ LOCATION FOR FLUSH TILED SHOWER BASE TO BATHROOMS & ENSUITES (REFER TO DETAIL S-TYP-SHOW-03)

DRAWING TITLE:
SLAB PLAN



Do NOT scale this drawing.
 All written dimensions take precedence over scaled dimension. If in doubt, ASK.



SPEC: BASE

DESIGN:
LLOYD 20

FACADE:
VISTA

501 Blackburn Road, Mount Waverley, VIC, 3149
 P.O. Box 857, Mount Waverley, VIC, 3149
 Builders Licence: CDB-U 52968 ACN: 603 519 366
 Tel: 13 18 28
 www.abchomes.com.au

PRODUCT CODE:
 VA3LLO20VISSN
 CEILING:
25G L

OWNER:
MR. D. L. SARENIO
 LOT 604 (NO.22) ENRICA DRIVE, MELTON SOUTH VIC

JOB N°: 753677	PERMIT N°: TBC
WIND SPEED: 40 M/S	MASTER ISSUED: 01/04/2023
DRAWN: PG3	CHECKED: DG9
FINAL PLANS	
DATE: 18/05/2023	
SHEET: 12/12	

Certificate of Electrical Safety

Non-Prescribed Electrical Installation Work

Electricity Safety Act 1998, Electricity Safety (General) Regulations 2019

energysafe
VICTORIA

N5 0399 4628 4

CERTIFICATE OF COMPLIANCE

Responsible Person

REC registration no. REC-34172 Telephone no. 0451007155

Name BREAKWELL ELECTRICAL (AUS)

Address UNIT 18 24 - 26 CARRICK DR TULLAMARINE VIC 3043

Licensed Electrical Worker

Licence no. A18164

Name Neal Robert Grubb

Details of Electrical Installation

Address LOT 604 ENRICA DRIVE MELTON SOUTH VIC 3338

NMI -- Lot number (where applicable only) --

Description of Non-Prescribed Work

- 36 - light points
- 3 - interconnected smoke detectors
- 2 - exhaust fans
- 5 - single socket outlets
- 14 - double socket outlets
- 1 - 15amp socket outlet for oven
- 1 - 32amp isolator for future cook top
- 1 - 20 amp isolator for future air conditioner
- 1 - 20amp isolator for future heat pump

Note 1: Rangehood to be installed at handover

I, Neal Robert Grubb, who carried out the electrical installation work described above, certify that the electrical work has passed all the required tests and complies in all respects with the Electricity Safety Act 1998 and the Electricity Safety (General) Regulations.

Date of Completion

18 September 2025

Date of Certification

19 September 2025

Please note: You may be contacted if the electrical installation work described on this certificate is selected for audit. Auditing is carried out by representatives of Energy Safe Victoria. We use and manage your personal information in accordance with our Privacy Policy, which can be viewed on our website.

Certificate of Electrical Safety

Prescribed Electrical Installation Work

Electricity Safety Act 1998, Electricity Safety (General) Regulations 2019

energysafe
VICTORIA

P1 0126 9791 4

CERTIFICATE OF COMPLIANCE

Responsible Person

REC registration no. REC-13623 Telephone no. 0417 347 664

Name E'CCO COMMUNICATIONS PTY. LTD.

Address 189 SCHOOL RD ST ANDREWS VIC 3761

Licensed Electrical Worker

Licence no. A31168

Name Jason Dennis McCrohan

Details of Electrical Installation

Address LOT 604, 22 ENRICA DRIVE MELTON SOUTH VIC 3338

NMI -- Lot number (where applicable only) --

Description of Prescribed Work Undertaken

Temporary in permanent construction supply - underground Supply Installation of Consumer's Mains, Main Earth, Main Switchboard and meter panel / enclosure including RCD's and Socket outlets. RCBO tested on site.

This installation meets the W5X3 Classification set out in AS/NZS 3013-2005

Note: Please see subsequent pages for description of additional work undertaken.

I, Jason Dennis McCrohan, who carried out the electrical installation work described above, certify that the electrical work has passed all the required tests and complies in all respects with the Electricity Safety Act 1998 and the Electricity Safety (General) Regulations.

Date of Completion
25 July 2025

Date of Certification
29 July 2025

CERTIFICATE OF INSPECTION

Licensed Electrical Inspector

Licence no.
1980476

Name
BRADLEY RAYMOND NEILLE

I, BRADLEY RAYMOND NEILLE, have inspected the prescribed electrical installation work as described in the certificate of compliance and certify that the work COMPLIES with the Electricity Safety Act 1998 and the Electricity Safety (General) Regulations.

Date of Inspection
29 July 2025

Date of Certification
29 July 2025

Please note: You may be contacted if the electrical installation work described on this certificate is selected for audit. Auditing is carried out by representatives of Energy Safe Victoria. We use and manage your personal information in accordance with our Privacy Policy, which can be viewed on our website.

Certificate of Electrical Safety

Prescribed Electrical Installation Work

Electricity Safety Act 1998, Electricity Safety (General) Regulations 2019

energysafe
VICTORIA

P1 0126 9791 4

Description of Non-Prescribed Work

Double Power Point

INFORMATION ONLY

Please note: You may be contacted if the electrical installation work described on this certificate is selected for audit. Auditing is carried out by representatives of Energy Safe Victoria. We use and manage your personal information in accordance with our Privacy Policy, which can be viewed on our website.

Energy Safe Victoria
Level 22, 2 Southbank Boulevard
Southbank VIC 3006

P 03 9203 9700
E info@energysafe.vic.gov.au

www.energysafe.vic.gov.au



Certifier's Name	Adam Williams	Licence No.	38904	Compliance Cert No.	Compliance Cert PIN
				18162552	3011

INSTALLATION ADDRESS			
Site Address	LOT 604 ENRICA DRIVE		
Town/Suburb	MELTON SOUTH	Post Code	3338

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	22/09/2025	'As Laid' plans lodged	✓
Value of plumbing work	\$5,000 - \$9,999	Water Authority 'Consent to Connect' number	16000130972

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	X	Recreational vehicle's chassis number	
Cooling tower	X	Performance solution	X
6 Star Sustainability	X		

INSTALLATION INFORMATION
Drainage Roofing (stormwater) Sanitary Water supply

INSTALLATION DETAILS
Roofing = downpipes only Hot and cold water Sewer and stormwater drainage Drain inspections and repairs by others

APPLIANCE/PRODUCT INFORMATION
Heat pump HWS Appliances by us at handover

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision			✓
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the BPC			✓
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✓
Compliance Certificate Status	Lodged	Date Lodged	24/09/2025

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Building and Plumbing Commission (BPC) in accordance with the *Building Act 1993*. The information also assists the BPC for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.bpc.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the BPC's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

Victorian Building Authority trading as Building and Plumbing Commission (78 790 711 883)

Certifier's Name	Simon Tranter	Licence No.	40177	Compliance Cert No.	Compliance Cert PIN
				18284420	8086

INSTALLATION ADDRESS			
Site Address	LOT 604 22 ENRICA DRIVE		
Town/Suburb	MELTON SOUTH	Post Code	3338

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	22/09/2025	'As Laid' plans lodged	
Value of plumbing work	\$1,000 - \$4,999	Water Authority 'Consent to Connect' number	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	X	Recreational vehicle's chassis number	
Cooling tower	X	Performance solution	✓
6 Star Sustainability	X		

INSTALLATION INFORMATION
Roofing (stormwater)

INSTALLATION DETAILS
The eaves gutter overflow measure has been installed using the 'Metroll 50mm Low Slotted Gutter' as a Performance Solution to meet the Performance Requirements of DP1.2 using Assessment Method A0.6(a) (specifically verification method DV1 (a)) of the Plumbing Code of Australia 2016. Install valley irons to house and garage.

APPLIANCE/PRODUCT INFORMATION

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision			✓
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the BPC			✓
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✓
Compliance Certificate Status	Lodged	Date Lodged	22/09/2025

IMPORTANT NOTE TO PRACTITIONERS

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Victorian Building Authority trading as Building and Plumbing Commission (78 790 711 883)



Certificate of Installation

New Construction AS3660.1

Lot 604 (22) Enrica Ave Melton South 3338 VIC

Lot 604 (22) Enrica Ave Melton South - New Construction Certificate of Installation - Termite Management (AS3660.1-2014)

15 Sep 2025

New Construction

This Certificate references Australian Standard AS 3660.1 certifying that a subterranean termite management system has been installed in accordance with that Standard. The Certificate is issued subject to the Terms, Conditions and details included

Client & Property Details

Client Name	Australian Building Company -
Property Address of System Installation	Lot 604 (22) Enrica Ave Melton South 3338 VIC
Date the installation was completed:	31 Jul 2025
The Termite management system installed is	An integrated system

Termite Management Systems Details

Termite Management System Type	Physical Termite Management System
--------------------------------	------------------------------------

Physical System Details

Name of the Physical Termite Management System	Homeguard
Method(s) of Installation of Physical Termite Management System	Installation to the perimeter of concrete slab Collars to all slab penetrations
The manufacturer's specification for the scope and frequency for ongoing inspections for termite activity is:	Every 12 months an inspection according to AS 3660 should be conducted.
Limitations to the system installation	No Limitations
Is the system installed in a subfloor area?	<input checked="" type="checkbox"/> No

Product Details

Products Used

Product - Active Constituent - Rate	Quantity Used	Batch / ID Number
Soft Collars FMC	13 Penos	Nov2024
Homeguard Blue PB	59M	Sep2024 2899

Durable Notice

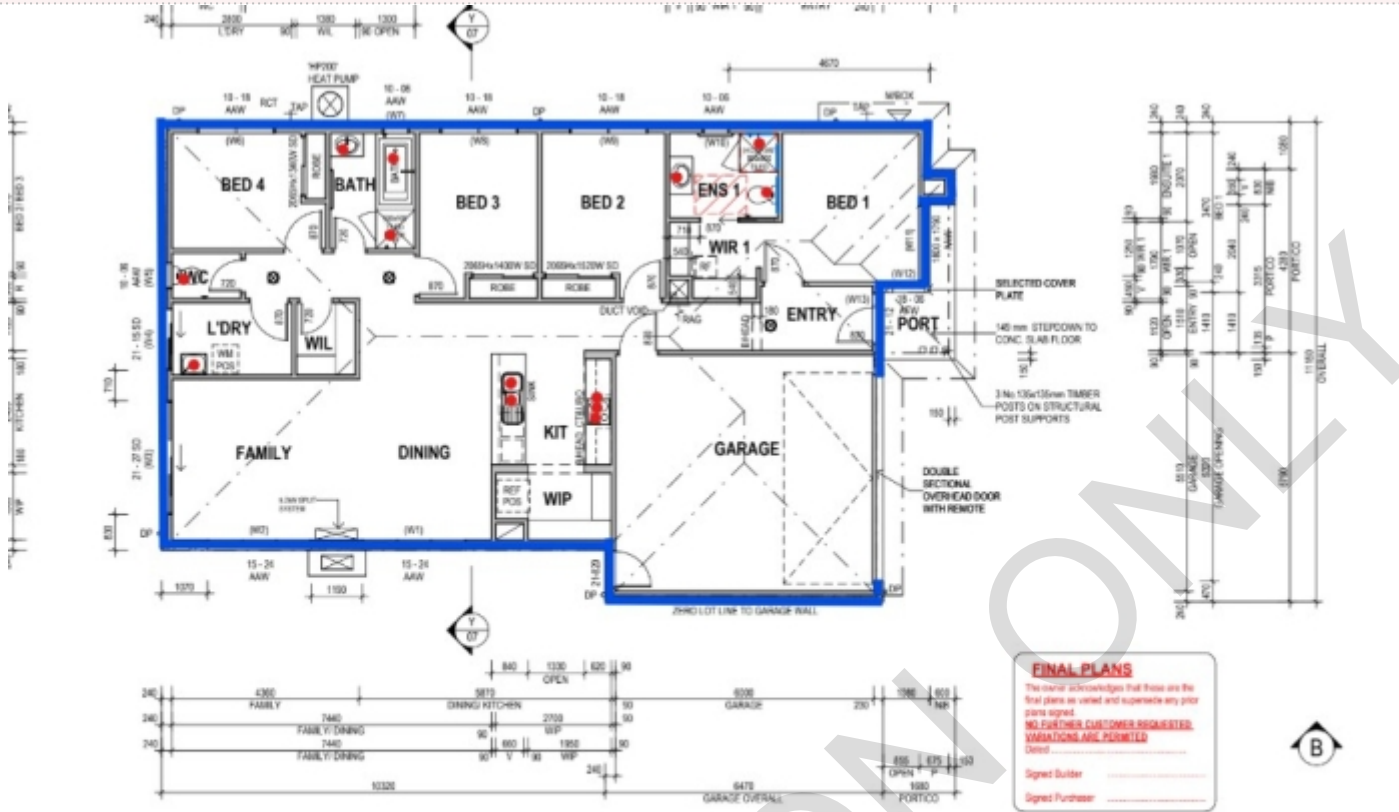
A Durable Notice attests that a termite management system has been installed so that future building owners or occupiers have a record of the work undertaken and relevant dates of installation.

A durable notice regarding this system(s) has been fixed to: The meter box

Photo's of the Durable Notice:



Details of Site Plan



LEGEND:

- UNDER STAIR WALLS (WHERE APPLICABLE) - TO BE BUILT AFTER STAIR
- 70MM STUD WALLS
- DUCTED HEATING RETURN AIR WALL GRILLE
- ROOF ACCESS
- SMOKE ALARM

	AREA	m ²	SQR
GROUND FLOOR		142.58	19.39
TOTAL LIVING		142.58	19.39
PORTICO		4.36	0.47
GARAGE		36.11	3.99
TOTAL OTHER		40.46	4.36
TOTAL		183.44	19.75

DRAWING TITLE: **FLOOR PLAN**

1:100

Do NOT include drawings or details in this drawing unless specifically instructed by the architect. (AS/NZS 1104)

AUSTRALIAN BUILDINGCO.

DESIGN: **LLOYD 20**

PRODUCT CODE: **VAKILOOVISRN**

OWNER: **MR. D. L. SARENIO**

CEILING: **250 L**

LOT 604 (NO.22) ENRICA DRIVE, N SOUTH VIC

AGE N°: 702677

PERMIT N°: 1

WIND SPEED: 40 BWS

MASTER ISSUED

DRAWN: PGG

CHECKED: DGP

FINAL PLANS

Additional Information

Relevant Documents	formAttachment_1 formAttachment_1
Additional Comments	PLEASE PRINT ATTACHED HOMEGUARD WARRANTY DOCUMENTS FOR THE NEW OWNER

Certification

We confirm that his document certifies that the installation of the Termite Management System/s as described in this document have been carried out in accordance with Australian Standard AS 3660.1

Installation Company	Amazon Pest Exterminators
Company Phone	03 9436 0883
Company Email	info@amazonpestx.com.au
Name(s) of the system installer	Daniel Younan
Name of person responsible for the installation:	Daniel Younan
Authorised Signature:	DY
Date of issue:	15 Sep 2025

Terms & Conditions Of Certificate

Purpose Of Termite Management Systems

The purpose of termite management systems is to deter unobservable termite entry. It is expected that the risk of future undetected termite activity leading to incidents of significant structural damage to the Property will be significantly reduced with a correctly installed termite management system.

Different termite management systems are appropriate for different environments and forms of construction. More than one type of system may be incorporated as required.

Limitations

This Certificate has been prepared for the use of the named Client only.

Neither the Installer nor the Installation company, are liable for any reliance placed on this Certificate by any third party other than the disclosed Building Owner that instructed the Client.

This Certificate is in relation to the installation of a termite management system. The Certificate is not a Building Report, Termite Inspection Report or Termite Management Plan.

This Certificate is in no way a warranty of any kind as to the absence of termites, termite activity or damage. Please be clear that a termite management system is not a guarantee nor is it implied in any way that it will definitely prevent termite attack. The design, materials and situation of the property may prevent complete protection from termite attack.

Unless specifically mentioned, this Certificate does not cover sheet material or concrete slab management systems. Where either of these are used as part of the termite management system, it is the responsibility of the Client to ensure compliance with standards.

The Client is responsible for the integrity of the termite management system ensuring the system is not bridged during the ongoing construction, plumbing and landscaping processes.

Exclusions

This Certificate is in relation solely to the installation of a termite management system.

The Certificate specifically excludes the inspection for, and treatment of, termite activity. The Certificate also expressly excludes the rectification or repair of any termite damage from past, current or future termite activity.

Definitions

AEPMA - AEPMA is the Australian Environmental Pest Managers Association and is the national peak body for professional pest managers in Australia. This Plan and terminology therein have been developed using content and guidance from the AEPMA Code of Practice.

Bridging - Bridging occurs when termites gain access to a building by overcoming a termite management system or inspection zone.

Breaching - Breaching occurs when treated zones are disturbed or broken allowing free passage for termite entry.

Builders & Building Contractors - People or entities that are contracted to build, or oversee and take responsibility for, the construction of buildings.

Building Owners & Managers - People or entities that either own the property or have primary responsibility on behalf of the owners for the property.

Cellulose - A structural organic compound on which termites feed, normally found in plant-based products in the form of timber, paper and cardboard.

Client(s) - A client is a person for whom or an entity for which, the termite management services are undertaken. Clients may either own the property or manage them on behalf of owners.

Concealed Access - The situation where termites gain access to a building without such access being easily seen.

Conducive Conditions - Specific environmental conditions known to be favoured and attractive to termites and encouraging of their foraging behaviour

Inspection Report - Means the Inspection Report prepared and referenced in the section "Inspection Report"

Inspection Agreement - Means the Agreement in relation to the Inspection Report

Inspection Zone - A band of normally no less than 25 mm and typically 75 mm high or wide that is constructed or applied around a building perimeter or subfloor member over which termites overcome in order to reach susceptible materials.

Installer - The person or persons undertaking the installation.

Installation - The process of laying out, fitting, checking and if required, testing the termite management systems.

Limitations - The successful implementation of termite management systems can be affected, compromised or destroyed by events or actions before, during or after their installation.

Pest Manager - A person licenced to undertake pest management services under relevant legislation and qualified to undertake relevant termite treatments

Pesticide - Chemical or biological substance used directly or indirectly for controlling, preventing, destroying, repelling or inhibiting pests.

Product Label - Product specific document attached to relevant product containers defining how a product should be safely handled and used.

Property - Means the buildings and structures at the address noted in the section "Property Address"

Subterranean Termites - Termites which normally attack structures from the ground. Termites of the economically important wood-feeding species in Australian including Mastotermitidae, Rhinotermitidae and Termitidae

Termite Damage - Degradation of materials that can be associated directly to termite attack.

Termite Management System - A system of treatment that prevents, deters, monitors or detects, controls and/or eliminates termites gaining entry into a building.

Termites - Insects that live in colonies and primarily feed on cellulose. For the purpose of this Plan, termite refers specifically to subterranean termites.

Termiticide - A pesticide or pesticide-treated article, element or substance used in termite management systems to control and destroy termites.

Timber Pest - Economically significant termites, borers, decay-causing fungi and some airborne pollutants which can attack and degrade seasoned timber.

Timber Pest Inspector - An appropriately qualified person who undertakes specialist timber pest inspections.

Cultural Management

There are many factors that can potentially limit the ability of the termite management system to achieve the desired results and ideal outcome.

As with all termite management systems, no system is failsafe. The systems can never be guaranteed to prevent concealed termite access to buildings and structures. The following provides some examples of areas the Building Owner can have an impact on reducing the likelihood of termite attack.

Constructions issues and faults

The actual construction of the building, particularly around the subfloor and slab construction can impact the limitations of treatment effectiveness. Processes are related to different options including suspended floors, slab-on-ground, monolithic and infill slabs. Each construction type has the potential to limit the effectiveness of the management system.

Site conditions, especially the soil condition

The quality and type of soil can have a major impact on successful system outcomes. Some soils are unsuitable for effective soil termiticide treatment in which case certain soil areas may need replacing with more suitable materials. Heavy clay, for example, makes it very difficult for certain chemicals to evenly distribute throughout the treatment zone. Other potential soil issues include very sandy soils, and areas with layers of granite, blue metal or rock

Landscaping restrictions

Gardens and pool sheds, gardens against buildings, concrete paths adjoining buildings, retaining walls, fences and all other related landscaping items can create a breach of the protective termite treated zones.

Limitations on access to inspect, treat and monitor areas of the property

If the property includes areas with no or restricted or access, inspecting, treating and monitoring of that area will naturally cause limitations to the effectiveness of the management system.

Restrictive vegetation close to buildings

Protective zones can be breached by raised garden beds, retaining walls, large trees that touch buildings and even shrubs against or around buildings.

Inadequate ventilation of the buildings sub-floor areas and inadequate drainage.

Availability of food, moisture and warmth is an attraction for termites, so adequately separating the components is an effective strategy against termite activity. Effective ventilation and drainage are therefore very important to be maintained.

Disturbance or interference of installed termite management systems

The treated zones can be deliberately or inadvertently interfered with and broken which can allow concealed entry for termites. Examples include cabling being installed underground, plumbing, drainage and interference by spreading tree roots.

Client failure to follow recommendations for ongoing maintenance and inspection.

It is essential that owners follow all written and verbal recommendations. Failure to act on these recommendations may limit the systems ability to achieve successful treatment outcomes.

The following actions of the Building Owner can be instrumental in reducing the suitability of the environment to subterranean termites.



WATERPROOFING COMPLIANCE CERTIFICATE

ACN: 67 640 690 619

ARMOURGUARD
BUILDING SERVICES
 Pty Ltd

**Certificate
Number**

051425824

Job Purchase Number	
Company	AUSTRALIAN BUILDING COMPANY
Project Description	RESIDENTIAL
Address	Lot 604 (22) ENRICA DRIVE MELTON SOUTH VIC 3338
Waterproofing system*	WATERPROOFING TO ALL FLOOR/WALL JUNCTIONS (GF) LDRY, WC, BATH, ENS 1
Product	RLA-WPM
Membrane Type	WATERBASED
Manufacturers Specification	ATTACHED
Certificates if applicable (Codemark, Accreditation etc)	N/A

I hereby certify that the waterproofing to the wet areas described above have been installed in accordance with the Manufacturers Specifications, and AS 3740-2021 (internal) and AS4654-2012 1&2 (external). And hereby warranty the waterproofing for 7 years.

Signature: _____

Date: 30/08/2025

Ibrahim Assaad
[Director]

CPC31411 Certificate: 0000-0563



PO Box 303,
South Morang VIC 3752



1300 020 388



www.armourguardws.com.au

Con-Struct Ramsay Insulation Pty Ltd

**115-117 Logis Boulevard
Dandenong South Vic 3175**

**Telephone No : 03 9793 3099
Facsimile No : 03 9793 3799**

A.B.N.: 51 056 498 385

A.C.N.: 056 498 385

Bill To:

METRICON HOMES/AUSTRALIAN BUILDING COMPANY
501 BLACKBURN ROAD
MT WAVERLEY VIC 3149

Compliance Certificate

Invoice #: 00375128

Ship To:

LOT 604 ENRICE DRIVE
MELTON SOUTH VIC 3338
RYAN BLAIR / 0460 308 624

SALESPERSON	YOUR NO.	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
MARK PITMAN	753677/246/1	Campbellfield	18/08/2025	Net 60 after EOM	1/08/2025	Page 1 of

QTY.	ITEM NO.	DESCRIPTION	UNIT
1	A-SFP5SS	S&F Polyester 5 Star (POLY INFILL INSULATION TO EXTERNAL WALL JUNCTIONS & LINTELS)	m2
109.266	B-SFFVP	S&F Vapour Permeable Wall Wrap (GROUND FLOOR)	m2
1	A-SFW5S	WALL WRAP TO BE LOCATED ON ALL EXTERNAL HOUSE WALLS, EXTERNAL GARAGE WALLS – DO NOT WRAP HOUSE/GARAGE DIVIDING WALL INCLUDES TAPING OF ALL JOINS AND AROUND WINDOWS & EXTERNAL DOOR FRAMES. AREA TO BE COVERED INCLUDES UPPER FLOOR JOISTS. JOINS TO HAVE A 150MM OVERLAP. WRAP TO EXTEND 50MM BELOW BOTTOM PLATE	m2

INSULATION CERTIFICATE. Con-Struct Ramsay Insulation in accordance with the Building Code of Australia (Vic Part F6 Thermal Insulation) have supplied and installed the above insulation products to the above address.

Con-Struct Ramsay Insulation Pty Ltd

**115-117 Logis Boulevard
Dandenong South Vic 3175**
Telephone No : 03 9793 3099
Facsimile No : 03 9793 3799

Compliance Certificate

Invoice #: 00375129

A.B.N.: 51 056 498 385

A.C.N.: 056 498 385

Bill To:

METRICON HOMES/AUSTRALIAN BUILDING COMPANY
501 BLACKBURN ROAD
MT WAVERLEY VIC 3149

Ship To:

LOT 604 ENRICE DRIVE
MELTON SOUTH VIC 3338
RYAN BLAIR / 0460 308 624

SALESPERSON	YOUR NO.	SHIP VIA	SHIP DATE	TERMS	DATE	PG.
MARK PITMAN	753677/245/1	Campbellfield	20/08/2025	Net 60 after EOM	1/08/2025	Page 1 of 1
QTY.	ITEM NO.	DESCRIPTION				UNIT
18.855	A-SFF25PB	S&F R2.5 Perimeter Batts U/F/S				m2
115.824	A-SFF60GB	S&F R6.0 Glasswool Ceiling Batts				m2
57.8	A-SFF20GB	S&F R2.0 Glasswool Wall Batts (TO WET AREA INTERNAL WALLS - BATHROOMS, ENSUITES, WC'S & LAUNDRY - AS PER PLAN)				m2
110.11	A-SF25HD	S&F R2.5 Glasswool High Density Wall Batts				m2
1	A-SFP5SS	S&F Polyester 5 Star (POLY INFILL AROUND ALL WINDOWS & DOORS)				m2
28.936	B-SFFVP	S&F Vapour Permeable Wall Wrap (GROUND FLOOR)				m2
		WALL WRAP TO BE LOCATED ON HOUSE/GARAGE INTERNAL DIVIDING WALL				
1	A-SFW5S	INCLUDES TAPING OF ALL JOINS AND AROUND WINDOWS & EXTERNAL DOOR FRAMES. AREA TO BE COVERED INCLUDES UPPER FLOOR JOISTS. JOINS TO HAVE A 150MM OVERLAP. WRAP TO EXTEND 50MM BELOW BOTTOM PLATE				m2
	1-C	NOTE: PLEASE INSTALL WALL BATTS TO UNDERSIDE OF HEATING PLATFORM WHEN DOING WALLS				
		SINGLE STOREY				

INSULATION CERTIFICATE. Con-Struct Ramsay Insulation in accordance with the Building Code of Australia (Vic Part F6 Thermal Insulation) have supplied and installed the above insulation products to the above address.



SOUTHERN STAR
Group of Companies



1/08/2025

METRICON HOMES
102057313
LOT 604 (#22) ENRICA DVE
MELTON SOUTH VIC 3338

Window and door products have been supplied to the above-mentioned address by the Southern Star Group. As per the specifications supplied, these products have been glazed to comply with AS1288-2021 Glass in Buildings, AS2047-2014 Windows in Buildings, AS4055-2021 Wind Loads for Housing, and rated in accordance with AS3959-2018 to BAL LOW.

Please note: If windows and doors have been supplied with unglazed frames, and these frames are not site glazed by a Southern Star Group Company or authorized agent, then Southern Star Windows, Canterbury Windows and Doors, and/or Homeview Windows and Doors are not responsible for how the frames are glazed after delivery. It should be noted that it is the builder's responsibility to ensure windows are correctly located in the building as per the plans and specifications provided, so that windows are fully compliant.

Regards,
Southern Star Windows



Canterbury
Timber Windows & Doors



HOMEVIEW
WINDOWS & DOORS

www.windowsanddoors.build

Manufacture and Showroom
E: info@windowsanddoors.build

5 Kelly Court North Geelong. VIC. 3215
PO Box 563 North Geelong. VIC. 3215
Ph: (03) 5277 7200 Toll free: 1300 733 599

ABN 18 100 012 431