

MANPREET SINGH KAMBOJ AND KULDEEP KAUR CHAHAL
VENDOR

CONTRACT OF SALE OF REAL ESTATE

Property: 39 Briscola Crescent, Wollert VIC



23 Meelup Rise Wollert 3750
Email: Info@bluestoneconveyancing.com.au
Tel: 0466187317
Ref: AG:49906

Contract of sale of land

Property: 39 Briscola Crescent, Wollert VIC 3750

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of Conveyancers (Victorian Division)



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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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: Manpreet Singh Kamboj and Kuldeep Kaur Chahal

State nature of authority, if applicable:

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

Table of Contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: 769 High Street, Epping VIC 3076
Email: sold@rataandco.com.au
Tel: Mob: Fax: Ref:

Vendor

Name: Manpreet Singh Kamboj and Kuldeep Kaur Chahal
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Bluestone Conveyancing
Address: 23 Meelup Rise, Wollert VIC 3750
Email: gill.amar@bluestoneconveyancing.com.au
Tel: 0466187317 Mob: Fax: Ref: 49906

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12332 Folio 097	147	PS 807613

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: 39 Briscola Crescent, Wollert VIC 3750

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

All fixtures and fittings of a permanent nature

Payment

Price \$
Deposit \$ By (of which has been paid)
Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

(*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:

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.*



GC 23 – special condition

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



GC 28 – special condition

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

SPECIAL CONDITIONS

01 PLANNING AND RESTRICTIONS

The Purchaser buys the Property subject to:

- a) Any laws affecting the property.
- b) Any restrictions or condition affecting or imposed on the property or its use or development (including any restriction imposed by any Authority and any restriction imposed under any planning permit, approval, or agreement)
- c) The applicable planning scheme and any other relevant planning controls.

02 CONDITION OF PROPERTY

The purchaser acknowledges and agrees that:

- a) The purchaser has purchased the property based on purchaser's own enquiries and inspection.
- b) The purchaser is satisfied in all respects as to the nature, quality, and state of repair of the property and the purposes for which the property may be lawfully used and any restrictions or prohibitions on its development.
- c) The property is sold and accepted by the purchaser subject to all faults and defects (latent or patent) and in its present state of repair, condition, dilapidation, and infestation.
- d) The Vendor is under no liability or obligation to the Purchaser to carry out any repairs, alterations or improvements to the Property.
- e) Any improvements on the land may be subject to or require compliance with any local or building regulations. Purchaser must rely on their own enquiries and inspection.

03 SOLAR PANELS

The Purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, the parties agree as follows:

- a) Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser.
- b) The Vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purpose in which they are installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

04 ENTIRE AGREEMENT

This contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements, and agreements between the parties, whether oral or in writing, in connection with the subject matter of this contract. In event of a dispute between the parties, vendor special conditions will take preference over any other conditions.

05 TIMING

It is hereby agreed that any requests, emails or acts accomplished after 5:00 pm as part of this contract are deemed to have taken place on the next business day.

06 INTEREST

Penalty Interest General Condition 33 shall be deleted and replaced as follows:

The penalty interest payable on late settlements is calculated at the rate of 4% per annum plus, the rate from the time before fixed by section 2 of the *Penalty Interest Rates Act 1983* is

payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

07 ADJUSTMENTS

- a) Adjustments must be prepared on behalf of the Purchaser and provided to the Vendor representative at least 3 business days prior to the due date of the settlement.
- b) If adjustments are not received 3 business days prior to the due date, the Purchaser shall pay the Vendors rep \$150.00 on an indemnity basis for the breach of SC 7(a).
- c) All rates and taxes (except land tax) in respect of the property shall be apportioned between the Vendor and Purchaser at the settlement day.
- d) All valid information statements used for adjustments along with property clearance certificate must be submitted along with the adjustments.
- e) Vendor representative will add cheque directions in PEXA once they are approved by the Vendor. Purchaser representative must not add any payment direction for the Vendor unless approved by the Vendor.
- f) The parties accept the adjustments as approved and no claim will be available for further amendments or payments after the settlement.

08 FAILURE TO SETTLE

If the Purchaser fails to settle at the time and place scheduled for the settlement, the Purchaser will be in default of the contract and shall pay the Vendors rep \$250.00 plus GST for each and every rescheduled settlement. Such additional amount or amounts are to be paid by way of adjustments at the settlement. All expenses incurred by the Vendor as a result of such breach shall also be payable.

09 GUARANTEE AND INDEMNITY

If the Purchaser of this property is a company, The purchaser agrees:

- a) The directors of the company must sign the guarantee and indemnity form attached within 7 days of the day of sale.
- b) To provide a company search report showing all directors.
- c) Any person who signs the contract will be personally responsible to comply with the terms and conditions of this contract.

10 PURCHASER ACKNOWLEDGEMENT

By signing this contract, purchaser agrees to be bound with the Special Conditions of this Contract. Purchaser further acknowledges that they have done their own due diligence on whether this property is suitable for their use and have not relied on any representations made by anyone.

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 23 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*.

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, unless the margin scheme applies.
- 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.

GUARANTEE and INDEMNITY

I/We, of
.....

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

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

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

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

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

this day of 2022

SIGNED by the said)

)

Print Name:)

)

.....

Director (Sign)

in the presence of:)

)

Witness:)

)

.....

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser

From: Manpreet Singh Kamboj and Kuldeep Kaur Chahal, 100 Fulham Way, Wollert VIC 3750

Property Address: 39 Briscola Crescent, Wollert VIC 3750

Lot: 147 Plan of subdivision: 807613

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

Dated: 15.06.24

Signed on behalf of the Vendor: *Bluestone Conveyancing*


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	39 BRISCOLA CRESCENT, WOLLERT VIC 3750	
------	--	--

Vendor's name	Manpreet Singh Kamboj	Date
		17/06/2024
Vendor's signature		
	 <u>Manpreet singh kamboj (Jun 17, 2024 18:51 GMT+10)</u>	

Vendor's name	Kuldeep Kaur Chahal	Date
		/ /
Vendor's signature		
	 <u>Kuldeep Chahal (Jun 17, 2024 13:00 GMT+10)</u>	

Purchaser's name	Date
	/ /
Purchaser's signature	

Purchaser's name	Date
	/ /
Purchaser's signature	

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$4,500.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

☒ Are as follows

None as to the Vendors knowledge. The Vendor has no means of knowing all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

As Attached

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 12332 FOLIO 097

Security no : 124115847282U
Produced 15/06/2024 03:54 PM

LAND DESCRIPTION

Lot 147 on Plan of Subdivision 807613S.
PARENT TITLE Volume 12245 Folio 809
Created by instrument PS807613S 21/09/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KULDEEP KAUR CHAHAL
MANPREET SINGH KAMBOJ both of 100 FULHAM WAY WOLLERT VIC 3750
AU882793R 06/10/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU882794P 06/10/2021
WESTPAC BANKING CORPORATION

COVENANT PS807613S 21/09/2021

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 PS807613S 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: 39 BRISCOLA CRESCENT WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 06/10/2021

DOCUMENT END

Imaged Document Cover Sheet


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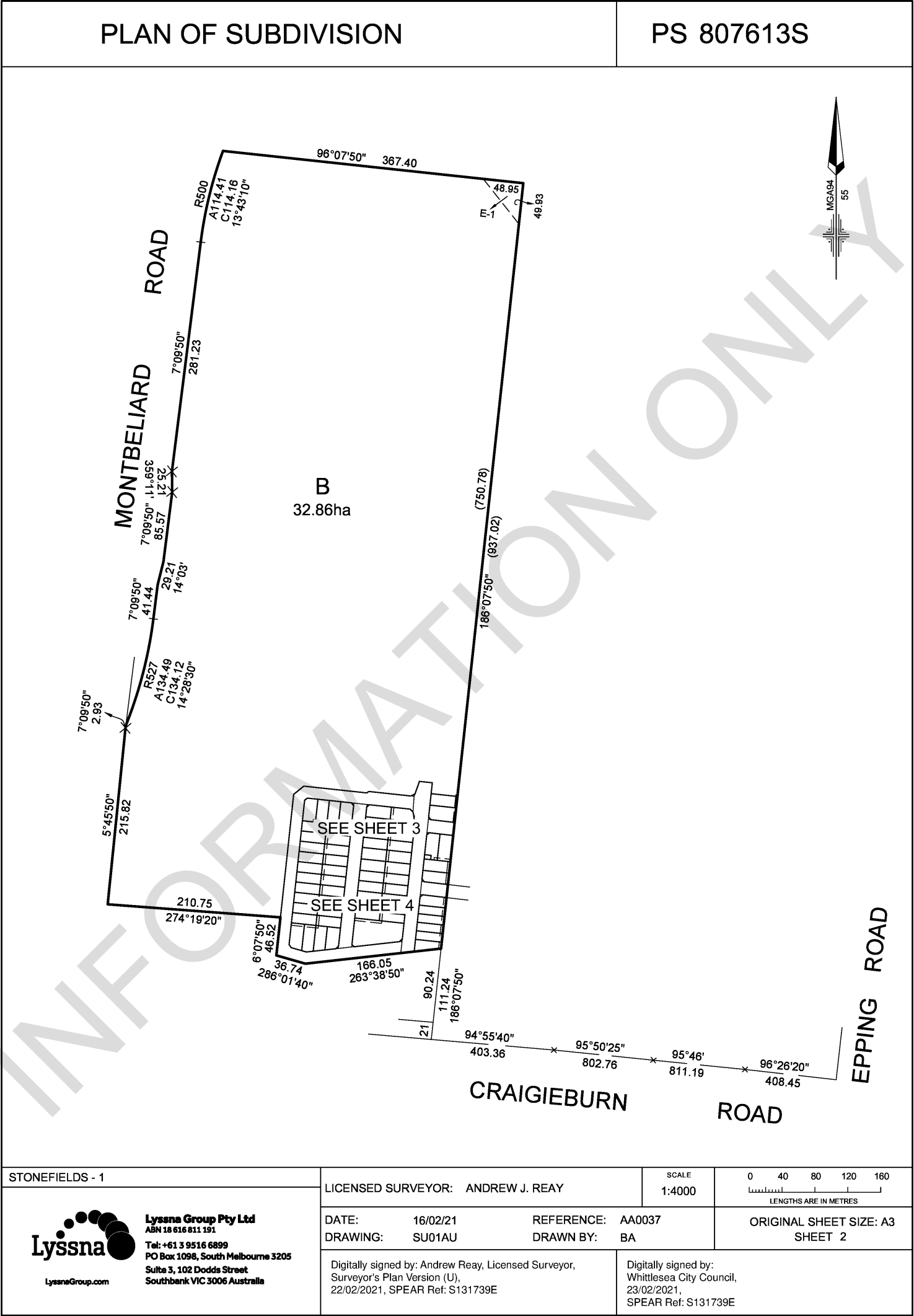
Document Type	Plan
Document Identification	PS807613S
Number of Pages (excluding this cover sheet)	6
Document Assembled	15/06/2024 15:54

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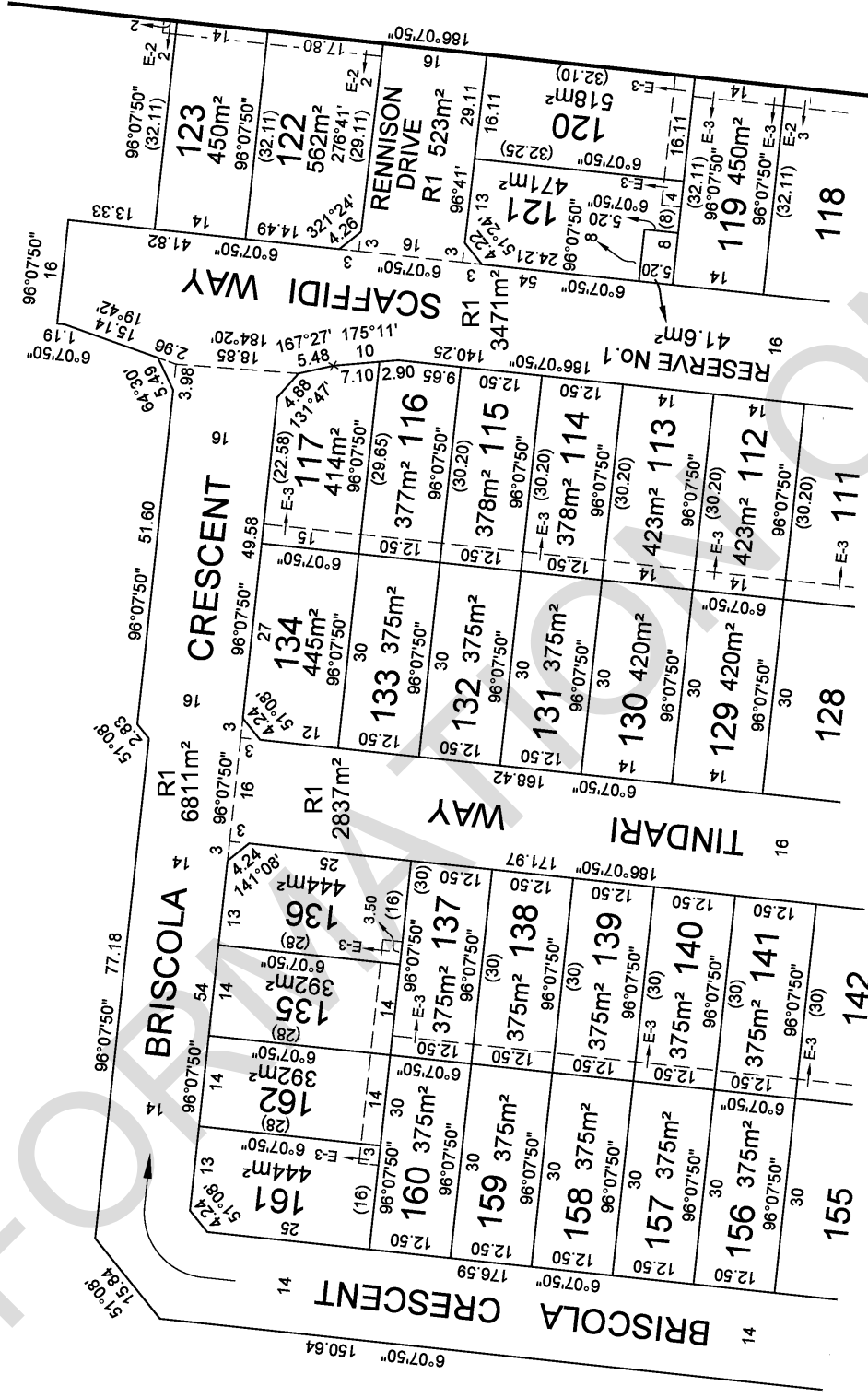
PLAN OF SUBDIVISION			EDITION 1	PS 807613S
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: SECTION: 17 CROWN ALLOTMENT: CROWN PORTION: 2 (PART) TITLE REFERENCE: VOL 12245 FOL 809 LAST PLAN REFERENCE: LOT 1 ON PS827122A POSTAL ADDRESS: 260 CRAIGIEBURN ROAD (at time of subdivision) WOLLERT VIC 3750 MGA CO-ORDINATES: E: 323 750 ZONE:55 (of approx centre of land in plan) N: 5 836 250			Council Name: Whittlesea City Council Council Reference Number: 609915 Planning Permit Reference: 716763 SPEAR Reference Number: S131739E Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 06/04/2020 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Angela Cuschieri for Whittlesea City Council on 23/02/2021 Statement of Compliance issued: 20/08/2021 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1 TO 100 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN AREA OF LAND SUBDIVIDED (EXCLUDING BALANCE LOT B) - 4.023ha 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 RESERVE No.1	WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD ABN 91 064 651 118			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. 716763				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	TRANSMISSION OF ELECTRICITY	SEE DIAG.	E186571	STATE ELECTRICITY COMMISSION OF VICTORIA
E-2	DRAINAGE	SEE DIAG.	THIS PLAN	WHITTLESEA CITY COUNCIL
E-3	DRAINAGE SEWERAGE	3 3	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
STONEFIELDS - 1			LICENSED SURVEYOR: ANDREW J. REAY	
62 LOTS & BALANCE LOTS A & B				
 Lyssna Group Pty Ltd ABN 16 616 611 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Dodds Street Southbank VIC 3006 Australia LyssnaGroup.com			DATE: 16/02/21 DRAWING: SU01AU Digitally signed by: Andrew Reay, Licensed Surveyor, Surveyor's Plan Version (U), 22/02/2021, SPEAR Ref: S131739E	REFERENCE: AA0037 DRAWN BY: BA PLAN REGISTERED TIME: 4:21pm DATE: 21/09/2021 A. Ross Assistant Registrar of Titles



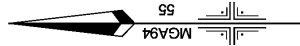
PS 807613S

PLAN OF SUBDIVISION


SEE
SHEET 2



SEE SHEET 4



B
SEE
SHEET 2

 Lyssna Group Pty Ltd ABN 18 616 811 191 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Doddie Street Southbank VIC 3006 Australia lyssnagroup.com	STONEFIELDS - 1		SCALE 1:750		LENGTHS ARE IN METRES 0 7.5 15 22.5 30		ORIGINAL SHEET SIZE: A3	SHEET 3
	LICENSED SURVEYOR: ANDREW J. REAY	DATE: 16/02/21	REFERENCE: AA0037	Drawn By: BA	Digitally signed by: Surveyor's Plan Version (U), Whittlesea City Council, 23/02/2021, SPEAR Ref: S131739E			

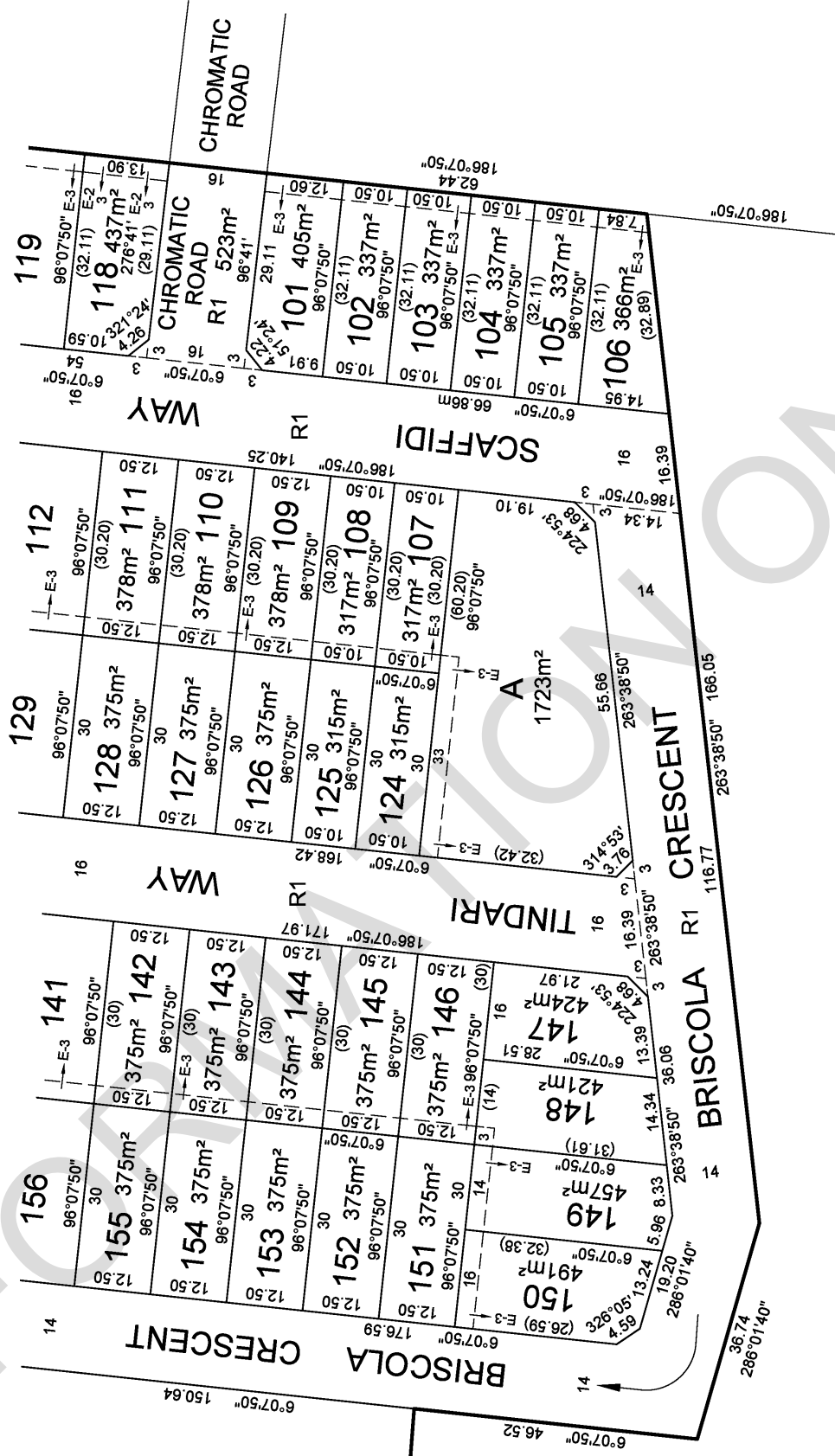
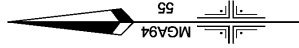
PLAN OF SUBDIVISION

PS 807613S

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<div><div>Lyssna Group Pty Ltd ABN 18 616 811 151 Tel: +61 3 9516 6899 PO Box 1098, South Melbourne 3205 Suite 3, 102 Docks Street Southbank VIC 3006 Australia</div><div>LyssnaGroup.com</div></div>	STONEFIELDS - 1				<div><div>07.51522.530</div><div>LENGTHS ARE IN METRES</div></div>	<div>ORIGINAL SHEET SIZE: A3</div>	<div>SHEET 4</div>
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	DATE: 16/02/21	REFERENCE: AA0037					
	DRAWING: SU01AU	DRAWN BY: BA					
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PLAN OF SUBDIVISION

PS 807613S

CREATION OF RESTRICTION "A"

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

Burdened Land: Lots 101 to 162 (both inclusive) on the Plan of Subdivision

Benefited Land: Lots 101 to 162 (both inclusive) on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

Except with the written consent of the Transferor and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

- (a) build or allow to be built on the Lot any dwelling
 - i. with a setback distance less than 4m from the front boundary;
 - ii. with a floor area less than 140m² excluding any verandahs and garage;
 - iii. which is a transportable home or a kit home;
 - iv. which is externally constructed out of materials other than clay or masonry brick, painted weatherboard, rendered masonry block, rendered brick or rendered cement sheeting.
- (b) build or allow to be built on the Lot a garage
 - i. which is set back less than 800mm from the front wall of the dwelling;
 - ii. other than a double car garage when the Lot's frontage is equal to or greater than 12.5 metres;
 - iii. other than a single car garage (as a minimum) with an additional area available on the lot to park a second car when the Lot's frontage is less than 12.5 metres;
 - iv. which is constructed out of different building material to the dwelling;
 - v. with roller doors;
 - vi. with doors other than a sectional overhead door, panel lift door or a tilt door;
 - vii. with doors which are not complementary to the external colour scheme of the dwelling.
- (c) build or allow to be built or remain on the Lot
 - i. more or less than one private house dwelling per Lot;
 - ii. any garden shed that is constructed from materials other than non reflective or colorbond sheeting;
 - iii. solar panels that can be seen from the street frontage of that Lot;
 - iv. solar panels which are installed in locations other than the side or rear of the dwelling;
 - v. front fencing;
 - vi. side fencing other than colorbond material which is set back 1m from the front wall of that Lot's garage;
 - vii. side borders in the front yard of the dwelling other than planted hedges under a maximum height of 1 metre;
 - viii. a carport.
- (d) build or allow to be built on the Lot any roof
 - i. with a roof pitch less than 22 degrees;
 - ii. of materials other than roof tiles, non reflective or colorbond sheet roofing, stone, terracotta tiles or slate shingles.

(e) allow the landscaping of the front yard to remain uncompleted within 6 months of a certificate of occupancy being issued.

The restrictions (a), (b), (c) and (d) shall expire after the issuance of an occupancy certificate.

CREATION OF RESTRICTION "B"

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

Burdened Land: Lots 101 to 162 (both inclusive) on the Plan of Subdivision

Benefited Land: Lots 101 to 162 (both inclusive) on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

Except with the written consent of the Transferor or Yarra Valley Water and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not build or allow to be built on the Lot any dwelling, construction or landscaping which does not provide a 1.0m clear horizontal access corridor along the full length of a minimum one side boundary of the Lot for the purposes of access for Yarra Valley Water to Sewer Assets located along the rear boundary of the lot.

STONEFIELDS - 1

LICENSED SURVEYOR: ANDREW J. REAY



Lyssna Group Pty Ltd
 ABN 16 616 611 191
 Tel: +61 3 9516 6899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Dodds Street
 Southbank VIC 3006 Australia

LyssnaGroup.com

DATE: 16/02/21
 DRAWING: SU01AU

REFERENCE: AA0037
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 5

Digitally signed by: Andrew Reay, Licensed Surveyor,
 Surveyor's Plan Version (U),
 22/02/2021, SPEAR Ref: S131739E

Digitally signed by:
 Whittlesea City Council,
 23/02/2021,
 SPEAR Ref: S131739E

PLAN OF SUBDIVISION

PS 807613S

CREATION OF RESTRICTION "C"

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

Burdened Land: Lots 101 to 162 (both inclusive) on the Plan of Subdivision

Benefited Land: Lots 101 to 162 (both inclusive) on the Plan of Subdivision

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

- (a) build or allow to be built on the Lot a garage which is set back less than 5m from the front boundary;
- (b) build or allow to be built any dwelling on a Lot presenting sideage directly adjoining any form of open space, unless;
 - i. the development consists of a double storey dwelling;
 - ii. the development includes passive surveillance features such as large windows and/or balconies at the first storey level overlooking the adjoining open space.
 - iii. any fencing of the front yard adjoining the open space is feature-style, with a minimum 25% transparency and has a maximum height of 1.5 metres.
- (c) build or allow to be built on the Lot any dwelling which does not incorporate dual plumbing for the use of recycled water in toilet flushing and gardening watering.
- (d) build or allow to be built a side wall of the first level of any dwelling on a corner lot unless the setback is greater than 900mm from the ground level wall that faces a side street.

STONEFIELDS - 1



Lyssna Group Pty Ltd
 ABN 16 616 611 191
 Tel: +61 3 9516 6899
 PO Box 1098, South Melbourne 3205
 Suite 3, 102 Dodds Street
 Southbank VIC 3006 Australia
 LyssnaGroup.com

LICENSED SURVEYOR: ANDREW J. REAY

DATE: 16/02/21
 DRAWING: SU01AU

REFERENCE: AA0037
 DRAWN BY: BA

ORIGINAL SHEET SIZE: A3
 SHEET 6

Digitally signed by: Andrew Reay, Licensed Surveyor,
 Surveyor's Plan Version (U),
 22/02/2021, SPEAR Ref: S131739E

Digitally signed by:
 Whittlesea City Council,
 23/02/2021,
 SPEAR Ref: S131739E

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 14 June 2024 02:11 PM

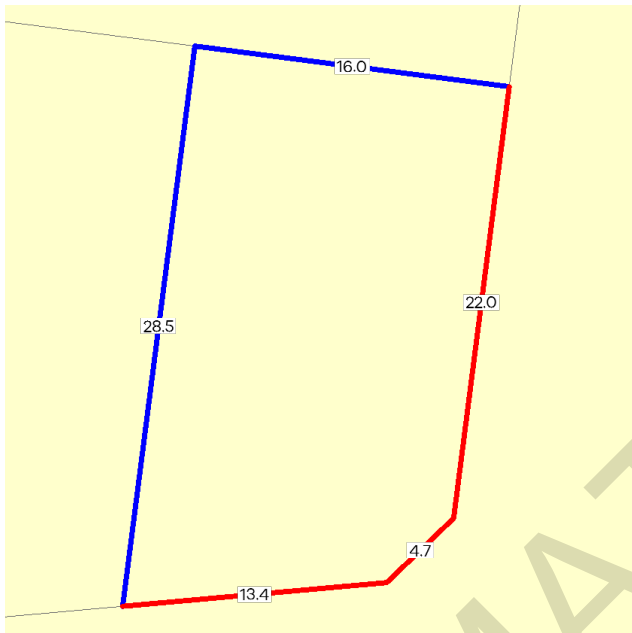
PROPERTY DETAILS

Address: **39 BRISCOLA CRESCENT WOLLERT 3750**
Lot and Plan Number: **Lot 147 PS807613**
Standard Parcel Identifier (SPI): **147\PS807613**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1114719**
Directory Reference: **Melway 388 G11**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 423 sq. m

Perimeter: 85 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



Edgars
Creek



Selected Property

Water course

0 30 m

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 14 June 2024 02:11 PM

PROPERTY DETAILS

Address: **39 BRISCOLA CRESCENT WOLLERT 3750**
Lot and Plan Number: **Lot 147 PS807613**
Standard Parcel Identifier (SPI): **147\PS807613**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1114719**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 388 G11**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Note

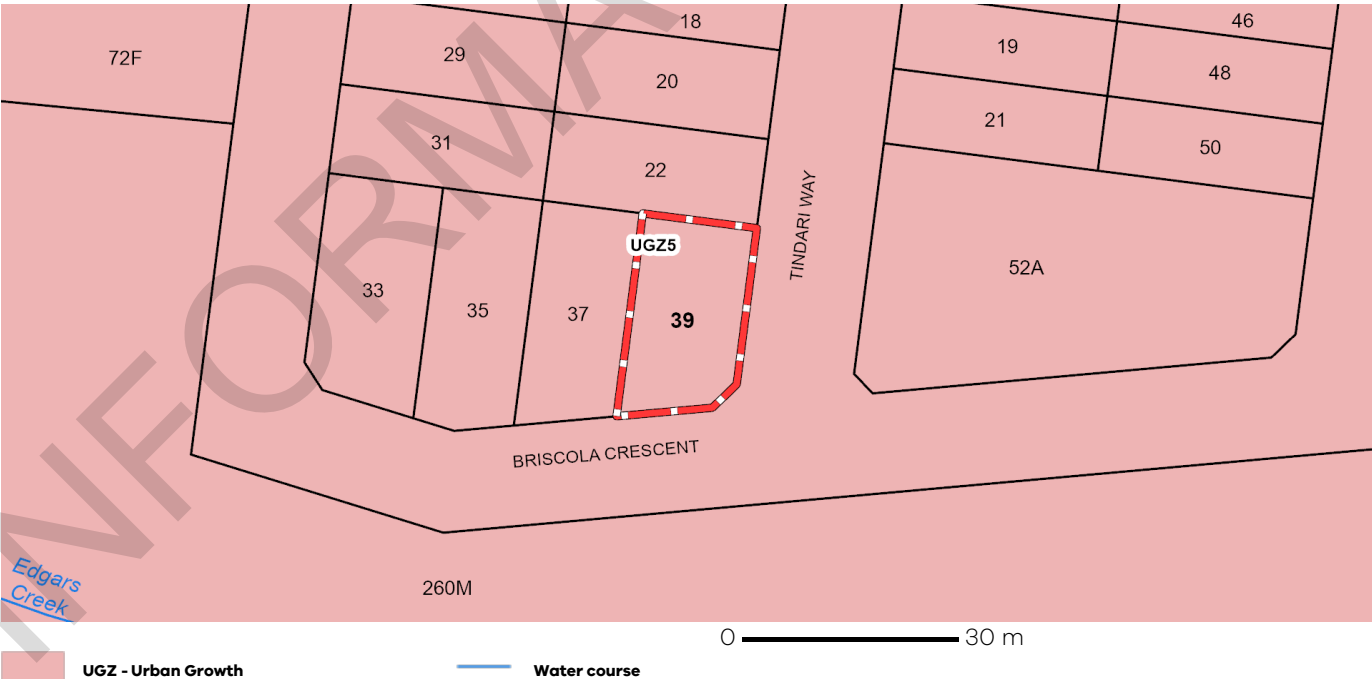
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)



Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

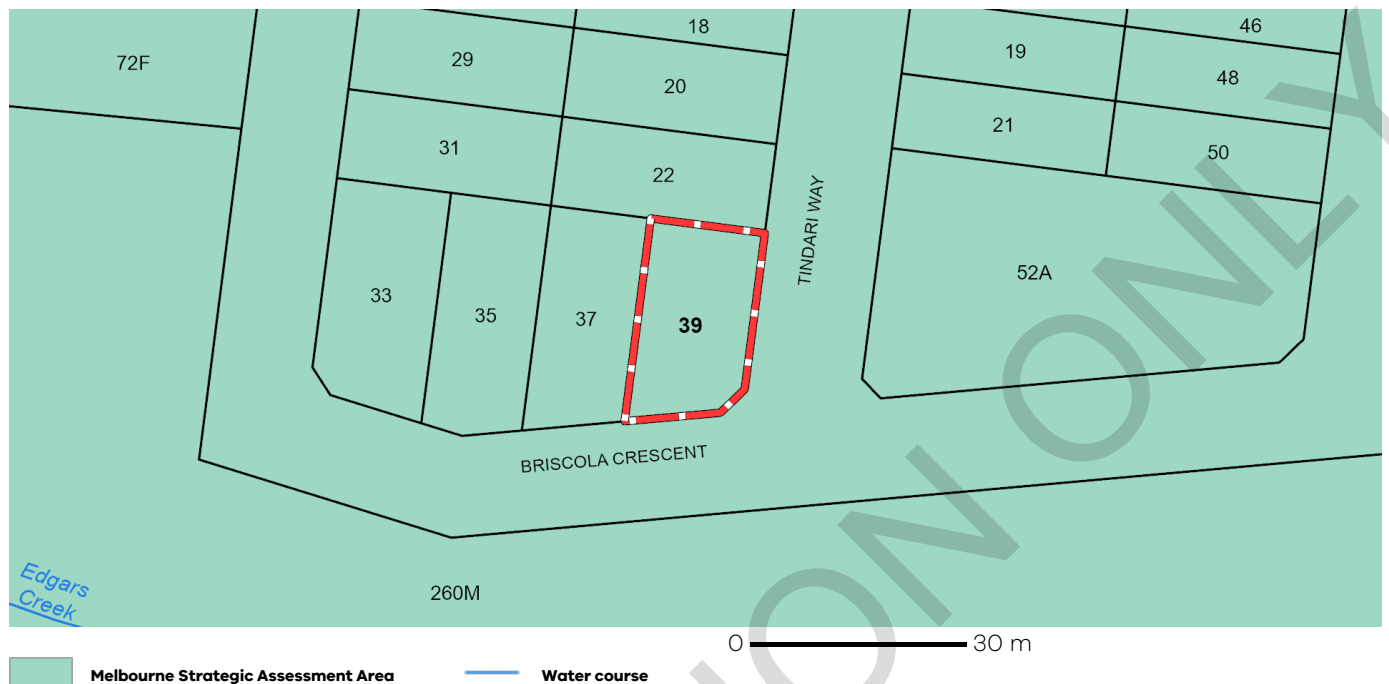
It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](https://www.vic.gov.au/victorian-planning-authority)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



Areas of Aboriginal Cultural Heritage Sensitivity

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

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

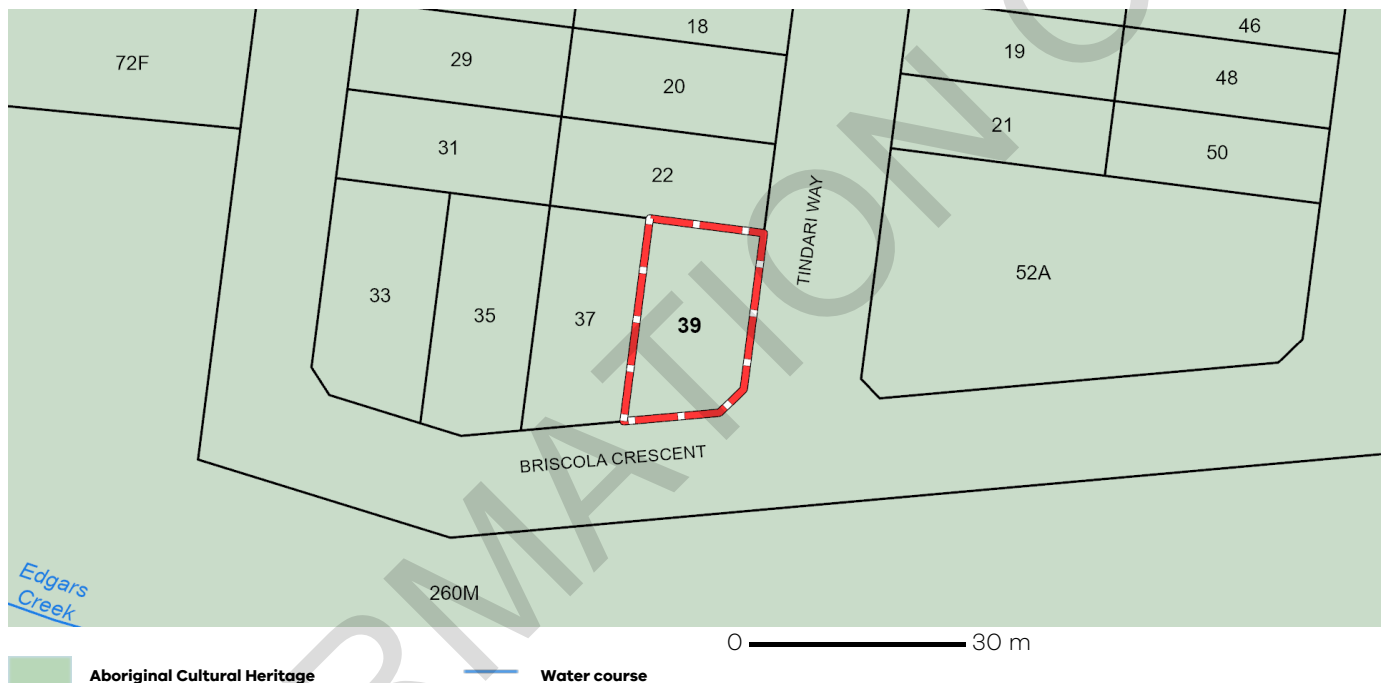
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 12 June 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

Your quarterly bill



Emailed to: kchahal86@yahoo.com.au
MRS K CHAHAL & MR M KAMBOJ
100 FULHAM WAY
WOLLERT VIC 3750

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	38 6750 3355
Invoice number	3861 5660 40232
Issue date	9 May 2024
Tax Invoice Yarra Valley Water ABN 93 066 902 501	


Amount due	Due date
\$184.97	30 May 2024

Summary

39 BRISCOLA CRES, WOLLERT	
Property Number 5254 330, PS 807613	
Product/Service	Amount
Water Supply System Charge	\$20.03
Sewerage System Charge	\$114.47
Yarra Valley Water Total	\$134.50
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$29.38
Parks Charge	\$21.10
TOTAL (GST does not apply)	\$184.98

Payment summary

Last Account	\$203.59
Paid/Adjusted	-\$203.60
Balance	\$0.01 CR
Total this Account	+\$184.98
Total Balance	\$184.97

 **Important note**
Your bill includes the parks charge, which is now billed quarterly.
No water usage has been charged on this account.



How to pay




*3042 386156604023 2


**Direct Debit**
Sign up for Direct Debit at yvw.com.au/directdebit or call **1300 304 688**.

**EFT**
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: **Yarra Valley Water**
BSB: **033-885**
Account number: **386723108**

**Centrepay**
Arrange regular deductions from your Centrelink payments.
Visit yvw.com.au/paying
CRN reference: **555 054 118T**

**Credit card**
Online: yvw.com.au/paying
Phone: **1300 362 332**

**Post Billpay®**
Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au
Bill code: **3042**
Ref: **3861 5660 40232**

**BPAY®**
Bill code: **344366**
Ref: **386 7503 3550**


MRS K CHAHAL & MR M KAMBOJ	
Account number	38 6750 3355
Invoice number	3861 5660 40232
Total due	\$184.97
Due date	30 May 2024
Amount paid	\$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.
Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.10.
*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

- **Water supply system charge**
1 April 2024 - 30 June 2024
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 April 2024 - 30 June 2024
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
 - Waterways and drainage charge**
1 April 2024 - 30 June 2024
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
 -  **Parks charge**
1 April 2024 - 30 June 2024
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

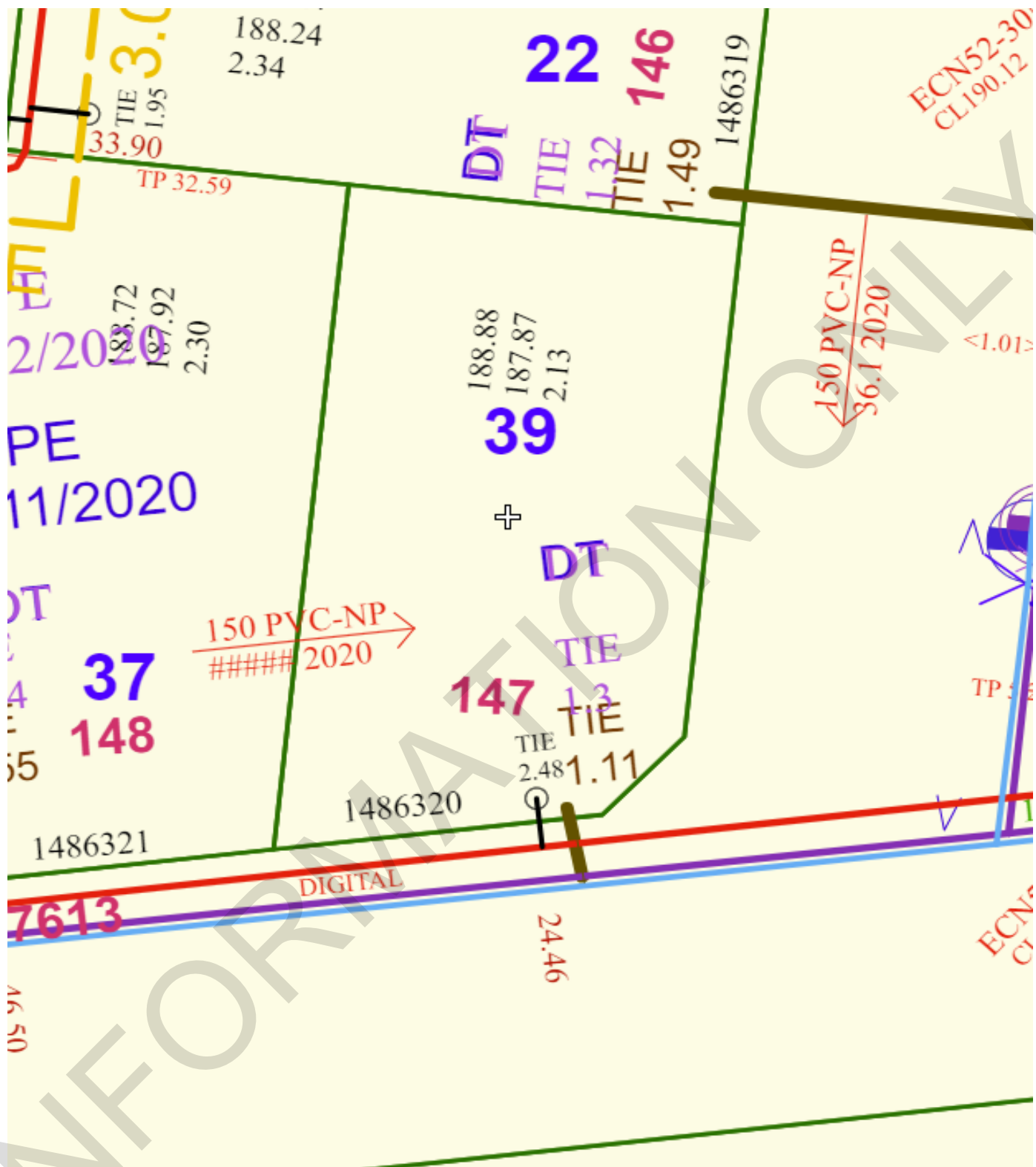
Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Next meter reading:

Between 6-13 Aug 2024

Contact us

	Enquiries	1300 304 688	For language assistance
	Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
	enquiry@yvw.com.au		廣東話 1300 921 362
	yvw.com.au		Ελληνικά 1300 931 364
	TTY Voice Calls	133 677	普通话 1300 927 363
	Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173



Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

RESPONSIBILITY OF SEWER CONNECTION POINTS

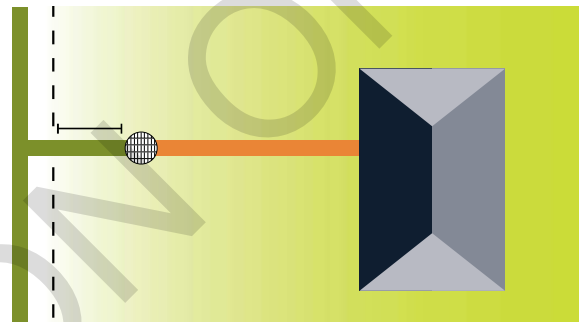


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

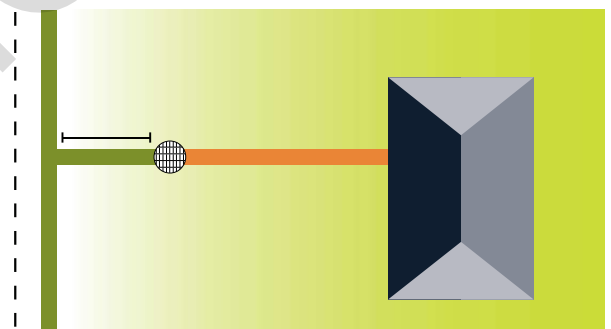
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

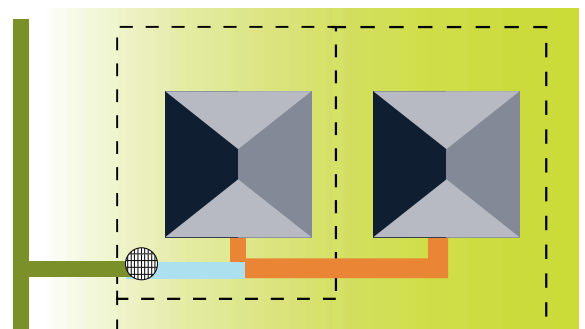
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

Property owner responsibility

Combined property owner responsibility

YVW responsibility

Boundary of property

Inspection opening
(may be below ground
or at surface level)



Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

CBS: 202200065

OCCUPANCY PERMIT

Property Details

Number 39	Street/Road Briscola Crescent	Suburb WOLLERT	Postcode 3750
Lot/s 147	LP/PS 807613S	Volume 12332	Folio 097
Crown allotment	Section No	Parish	County
Municipal District Whittlesea City Council			

Building permit details

Building permit number: **2553844005990**
Version of BCA applicable to building permit: **NCC 2019 Volume 2**

Building Details

Part of building to which permit applies: **Ground Floor**
Permitted use: **Dwelling**
BCA Class of building: **1a(a)**
Maximum permissible floor live load: **1.5 kPa**
Maximum number of people to be accommodated: **N/A**
Part of building to which permit applies: **Ground Floor**
Permitted use: **Garage**
BCA Class of building: **10a**
Maximum permissible floor live load: **1.5 kPa**
Maximum number of people to be accommodated: **N/A**
Storeys contained **1** Rise in storeys (for Class 2-9 buildings) **0**
Effective height **0** Type of construction

Performance solution

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
P2.6.1	To permit the use of the recycled water system in lieu of rainwater tank/solar.

Reporting authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Whittlesea City Council	Legal Point of Discharge/ Stormwater Drainage	Regulation 133
Whittlesea City Council	Property Information	Regulation 51 (2)

Conditions to which this permit is subject

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 building is not to be occupied until connection of power, appliances/canopy, water and gas is completed by the relevant builder/supply authorities.

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Inspection approval dates for mandatory inspections that have been carried out are as follows:

Inspection Type	Approved Date
Prior to placing a footing Piers	19/05/2022
Prior to placing a footing Preslab	20/07/2022
Prior to pouring in situ concrete Slab Steel	22/07/2022
Completion of Re-Frame	22/11/2023
Final upon completion of all building work	24/11/2023

Relevant Building Surveyor

Name: Ice Konjarski



Address: Unit 5/37 Keilor Park Drive Keilor Park VIC 3042

Email: info@certifiedbuildingsurveying.com.au

Building practitioner registration no.: BS-L 39384

Company Name: Certified Building Surveying

ABN: 27 166 525 373

Municipal district: Whittlesea City Council

Occupancy Permit no.: 2553844005990

Date of issue of permit: 29/11/2023

BUILDING PERMIT

CBS: 202200065

Issued to (Agent of Owner)

Name: United Homes Australia Pty Ltd ACN/ABN: 167 555 679	
Address : 12 Jovic Road EPPING VIC 3076	
Contact Person: United Homes Australia Pty Ltd	Mobile: 0430 405 999

Address for serving or Giving of Documents

Name: United Homes Australia Pty Ltd ACN/ABN: 167 555 679	
Address: 12 Jovic Road EPPING VIC 3076	

Ownership Details

Name: Kuldeep Kaur Chahal & Manpreet Singh Kamboj ACN/ABN: N/A	
Address: 100 Fulham Way WOLLERT VIC 3750	
Contact Person: Kuldeep Kaur Chahal & Manpreet Singh Kamboj	Mobile: 0430 221 983

Property Details

Address: No. 39 Briscola Crescent WOLLERT VIC 3750			
Lot/s 147	LP/PS 807613S	Volume 12332	Folio 097

Municipal District (Council)

Whittlesea City Council

Builder

Name: United Homes Australia Pty Ltd ACN/ABN: 167 555 679	
Address: 12 Jovic Road EPPING VIC 3076	
Contact Person: Abhimanyu Kumar	Telephone: 0406 402 508

Building Practitioners to be Engaged in the Building Work

Name	Category/ Class	Registration No.
United Homes Australia Pty Ltd	Builder	CDB-U 58342

Building Practitioners who were engaged to prepare documents forming part of application for this permit

Name	Category/ Class	Registration No.
United Homes Australia Pty Ltd	Builder	CDB-U 58342
Dusan Bosnjak	Engineer	PE0002897
Jamie Skrepetis	Building Surveyor	BS-U 18120

Domestic Building Warranty Insurance

Insurance House Pty Ltd	Insurance Policy Number C687562 Date: 23/03/2022
-------------------------	---

Town Planning Permit No. (if applicable)

N/A	Date Of Town Planning Permit N/A
-----	-------------------------------------

Nature of Building Work

Proposed New Dwelling & Garage	Cost of Building Work \$251,500
--------------------------------	------------------------------------

Version of BCA applicable to Permit

NCC Vol 2 2019

New Building Area
Allotment Area

232m ²	424m ²
-------------------	-------------------

Building Classification

Part Of Building	BCA Classification	Description
Ground Floor	1a(a)	Dwelling
Ground Floor	10a	Garage

Alternative Solution (if applicable)

An Alternative Solution was used to determine compliance with the following Performance Requirements of the BCA that relates to this project:

Alternative Solution:
Performance Requirement:

To permit the use of the recycled water system in lieu of rainwater tank/solar.

P2.6.1

Prescribed Reporting Authorities (if applicable)

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

Determination:
Matter Reported on:
Regulation:

Whittlesea City Council

Legal Point of Discharge

133

Protection Work

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

Mandatory Inspection Notifications Stages

Prior to placing of footing	Prior to pouring of insitu concrete	Completion of framework	Final upon completion of building work
-----------------------------	-------------------------------------	-------------------------	--

Occupation Of Building

An Occupancy Permit is required prior to the occupation or use of this building.

Commencement and Completion
The building work must commence by 05/04/2023

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.

The building work must be completed by 05/04/2024


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:

The following conditions form part of this Building Permit Approval, please read them carefully. It is the responsibility of the applicant/owner/ builder to ensure the building permit conditions listed below are satisfied prior to the completion of the works and prior to issue of the Occupancy Permit: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/ or suitable equivalent to the satisfactory of the building inspector and/ or the relevant building surveyor.
3. It is the builder's responsibility to ensure that a copy of the building permits and approved plans are present on site during construction works.
4. It is the builder's responsibility to ensure that a site sign with the registration numbers of all practitioners, date and permit number are displayed on the site in accordance with Regulation 41 of the Building Regulations 2018.

5. 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.
6. The builder is to ensure that all necessary precautions are undertaken for the protection safety of the public. The builder must not erect precautions beyond the street alignments without the prior consent and report of the relevant council.
7. All building works must be contained with the allotment boundaries at all times during the carrying out of building works from public street frontages, adjoining allotments and properties.
8. **Prior to the commencement Frame Construction Stage, the builder shall supply the engineered design documentation for any prefabricated walls (including bracing layout design), Floors and/or Roof Truss Computation to the Relevant Building Surveyor via email to truss@certifiedbuildingsurveying.com.au**
9. This dwelling has been designed to achieve a 6 STAR ENERGY RATING. Upon completion of the dwelling, the builder shall present to the Relevant Building Surveyor the First Rate Compliance Report.
10. An assessment has been carried out for the subject land and dwelling in accordance with AS 3959.2009, the Building Surveyor has determined that the rating of the building is under the category of bush fire attack level BAL- LOW - There is insufficient risk to warrant specific construction requirements.

Relevant Building Surveyor		Registration No.
Ice Konjarski		BS-L 39384
Business		Permit No.
Certified Building Surveying - Unit 5/37 Keilor Park Drive, KEILOR PARK VIC 3042		2553844005990/0
Signature		Date
		05/04/2022

Notes:

11. Under Regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
12. Under Regulation 41 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies;
13. Include building practitioners with continuing involvement in the building work.
14. Include building practitioners with no further involvement in the building work.
15. 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.
16. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
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.

Domestic Building Insurance

Certificate of Insurance

MANPREET SINGH KAMBOJ, KULDEEP KAUR CHAHAL

**100 Fulham Way
WOLLERT
VIC 3750**

Policy Number:

C687562

Policy Inception Date:

23/03/2022

Builder Account Number:

006011

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 147 Briscola Crescent WOLLERT VIC 3750 Australia**

Carried out by the builder: **UNITED HOMES AUSTRALIA PTY LTD**

Builder ACN: **167555679**

! 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): **MANPREET SINGH KAMBOJ, KULDEEP KAUR CHAHAL**

Pursuant to a domestic building contract dated: **01/12/2020**

For the contract price of: **\$ 251,500.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

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

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

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

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




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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$928.00
GST:	\$92.80
Stamp Duty:	\$102.08
Total:	\$1,122.88

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

	Certificate of insurance	Your Domestic Building Contract
	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789
	Carried out by Builder: JOHN CITZEN ABN: 12 345 678 910	Carried out by Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 987 654 321
	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 987 654 321
	 Name of Builder and ACN match	 Name of Builder does not match
	 ACN does not match	

GENERAL NOTES

ALL MATERIALS AND WORK PRACTICES SHALL COMPLY WITH, BUT NOT LIMITED TO THE BUILDING REGULATIONS 2018, THE BUILDING CODE OF AUSTRALIA, LOCAL BY—LAWS, TOWN PLANNING REQUIREMENTS AND ALL RELEVANT CURRENT AUSTRALIAN STANDARDS.

THESE DRAWINGS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT, FOR THE PURPOSE EXPRESSLY NOTIFIED TO THE DESIGNER. ANY OTHER PERSON WHO USES OR RELIES ON THESE DRAWINGS WITHOUT THE DESIGNERS WRITTEN CONSENT DOES SO AT THEIR OWN RISK — AND NO RESPONSIBILITY IS ACCEPTED BY THE DESIGNER FOR SUCH USE AND/OR RELIANCE.

DO NOT SCALE THIS DRAWING — FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE. BUILDERS AND CONTRACTORS TO VERIFY ALL DIMENSIONS, LEVELS, BUILDING ENVELOPES, AREAS AND SPECIFICATIONS PRIOR TO THE ORDERING OF ANY MATERIALS OR THE COMMENCEMENT OF ANY WORKS. IF DISCREPANCIES OCCUR — CONTACT THIS OFFICE IMMEDIATELY.

ALL MEASUREMENTS ARE IN MILLIMETERS UNLESS OTHERWISE INDICATED. ALL SITE LEVELS ARE IN METERS, UNLESS OTHERWISE INDICATED.

THESE NOTES ARE NEITHER EXHAUSTIVE NOR A SUBSTITUTE FOR REGULATIONS, STATUTORY REQUIREMENTS, BUILDING PRACTICE OR CONTRACTUAL OBLIGATIONS AND UNLESS EXPRESSLY STATED OTHERWISE, ARE PROVIDED ONLY AS GUIDELINES.

GLAZING:

- 1. ALL GLAZING MUST COMPLY WITH AS.1288
- 2. ALL GLAZING MUST BE INSTALLED TO COMPLY WITH AS.1288
- 3. ALL GLAZING, INCLUDING SAFETY GLAZING, SHALL BE INSTALLED TO A SIZE, TYPE AND THICKNESS SO AS TO COMPLY WITH:
- BCA PART 3.6 FOR CLASS 1 & 10 BUILDINGS WITH A DESIGN WIND SPEED OF NOT MORE THEN N3, AND BCA PART B1.4 FOR CLASS 2-9 BUILDINGS.
- 4. WINDOW SIZES TO BE VERIFIED ON SITE PRIOR TO ORDERING.
- 5. WINDOW MEASUREMENT INDICATED MAY VARY FROM MANUFACTURERS SIZES. BUILDER TO PLACE ORDER WITH SELECTED WINDOW MANUFACTURER BASED ON MANUFACTURERS SIZES WITHIN CLOSE PROXIMITY OF THE SCHEDULED SIZE.
- 6. ALL MASONRY CONSTRUCTION TO COMPLY WITH AS.3700 AND THE BUILDING CODE OF AUSTRALIA.
- 7. ALL DAMP PROOF COURSES AND FLASHINGS MUST BE IN ACCORDANCE WITH AS.2904.
- 8. STRUCTURAL STEEL WORK MUST BE IN ACCORDANCE WITH AS.4100.
- 9. ALL TIMBER FRAMING MUST BE IN ACCORDANCE WITH AS.1684. PROVIDE DOUBLE STUDS TO ALL OPENINGS GREATER THEN 1500mm.
- 10. PROVIDE BRACING TO ALL INTERNAL AND EXTERNAL WALLS AS PER AS.1684.

CONVENTIONAL TIMBER FLOOR CONSTRUCTION TO ENGINEERS DETAILS & COMPUTATIONS PROVIDE CLEARANCE FROM UNDERSIDE OF BEARER TO FINISHED GROUND LEVEL OF 150mm FOR FLOORS WITH STRIP FLOORING AND 200mm FOR FLOORS WITH PARTICLE BOARD FLOORING. REFER TO PART 3.4.1 DIAGRAM B OF THE BCA FOR SUB-FLOOR VENTILATION DETAILS.

ROOF TRUSSES:

ALL ROOF TRUSSES ARE TO BE CONSTRUCTED AND ASSEMBLED AS PER THE MANUFACTURERS DESIGN AND SPECIFICATIONS. MANUFACTURERS COMPUTATIONS ARE TO BE PROVIDED PRIOR TO FRAME INSPECTION.

STAIRS LANDINGS & BALUSTRADES:

STEP SIZES OTHER THEN SPIRAL STAIRS) TO BE:

- 1. RISERS (R) AT 190 mm MAXIMUM AND 115mm MINIMUM
- 2. GOING (G) 355mm MAXIMUM AND 240mm MINIMUM
- 3.GAPS BETWEEN RISERS TO NOT EXCEED 125mm

ALL TREADS, LANDINGS AND THE LIKE TO HAVE A NON-SLIP FINISH OR SUITABLE NON—SKID STRIP NEAR EACH NOSING.

PROVIDE BALUSTRADES WHERE CHANGE IN LEVEL EXCEEDS 1000 mm ABOVE THE SURFACE BENEATH LANDINGS, RAMPS AND/OR TREADS. BALUSTRADES (OTHER THEN WIRE) TO BE:

- 1. 1000mm ABOVE FINISHED SURFACE LEVEL OR BALCONIES AND LANDINGS OR THE LIKE, AND 865mm MIN ABOVE FINISHED SURFACE LEVEL OF STAIR NOSINGS OR RAMP.
- 2. VERTICAL WITH LESS THEN 125mm GAP BETWEEN.

3. ANY HORIZONTAL ELEMENT WITHIN THE BALUSTRADE BETWEEN 150mm AND 360mm ABOVE THE FINISHED SURFACE LEVEL MUST NOT FACILITATE CLIMBING WHERE CHANGES IN LEVEL EXCEEDS 4000mm ABOVE THE SURFACE BENEATH LANDINGS, RAMPS OR TREADS.

WIRE BALUSTRADE CONSTRUCTION TO COMPLY WITH BCA VOL.2 PART 3.9.2.3 FOR CLASS 1-10 BUILDINGS AND BCA VOL. PART D2.16 FOR OTHER CLASSES OF BUILDINGS.

LANDINGS NEED ONLY BE PROVIDED WHERE A DOORWAY OPENS ONTO A STAIR THAT PROVIDES A CHANGE IN FLOOR LEVEL GREATER THEN 570mm.

INSULATION:

THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH APPROVED STAMPED PLANS WHICH HAVE BEEN ASSESSED BY AN ACCREDITED THERMAL ASSESSOR. PROVIDE INSULATION AND GLAZING SPECIFICATIONS AS PER THE THERMAL ASSESSMENT REPORT.

TERMITE AND CORROSION PREVENTION:

WHERE THE BUILDING IS LOCATED IN A TERMITE PRONE AREA, THE AREA TO THE UNDERSIDE OF THE BUILDING AND THE PERIMETER IS TO BE TREATED AGAINST TERMITE AT TACK, AS PER AS.3660.1

PROVIDE CORROSION PROTECTION OF BUILT IN STRUCTURAL STEEL MEMBERS SUCH AS STEEL LINTELS, SHELF ANGLES, CONNECTORS AND ACCESSORIES IN ACCORDANCE WITH BCA VOL.2 TABLE 3.3.3.2.

PROVIDE CORROSION PROTECTION FOR SHEET ROOFING IN ACCORDANCE WITH BCA VOL.2 TABLE 3.5.1.

BUSHFIRE DESIGN INFORMATION:

THESE DRAWINGS MUST BE READ IN CONJUNCTION WITH THE BUSHFIRE ASSESSMENT REPORT FOR THE SITE. THIS REPORT REFERS TO AS.3959.2009, WHICH SPECIFIES THE NECESSARY CONSTRUCTION METHODS AND MATERIALS REQUIRED FOR EACH SITE. IF THE DRAWING SPECIFICATIONS DO NOT CORRELATE WITH THE BUSHFIRE REPORT - CONTACT THIS OFFICE.

STORM WATER AND DRAINAGE:

STORM WATER DRAINS TO BE CONNECTED TO THE EXISTING LEGAL POINT OF DISCHARGE OR AS DIRECTED BY COUNCILS ENGINEERING DEPARTMENT. INSPECTION OPENINGS TO BE AT 9000mm CTRS AND AT EACH CHANGE OF DIRECTION.

ALL BOX GUTTERS TO BE A MINIMUM OF 100mm x 200mm UNLESS OTHERWISE SPECIFIED - 1:100 GRADE MINIMUM - ADJUST TO SUIT ON SITE.

SEWER AND SEPTIC SYSTEMS TO BE IN ACCORDANCE WITH AS.3500 ALL SURFACE WATER RUN-OFFMUST BE CONTAINED WITHIN THE PROPERTY BOUNDARIES AND DISCHARGED TO THE STORM WATER SYSTEM.

WATERPROOFING:

WATERPROOFING OF WET AREAS, BEING BATHROOMS, SHOWERS, LAUNDRIES AND SANITARY COMPARTMENTS AND THE LIKE SHALL BE PROVIDED IN ACCORDANCE WITH AS.3740 WATERPROOFING OF WET AREAS IN RESIDENTIAL BUILDINGS.

(SA) DENOTES THE LOCATION OF SMOKE ALARMS. THESE ARE TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH AS.3786. THE SMOKE ALARM SHALL BE HARD WIRED WITH A BATTERY BACK-UP.

(EF) DENOTES THE LOCATION OF EXHAUST FANS. DUET ALL EXHAUST FANS TO OUTSIDE AIR WHERE POSSIBLE - OR, AN EXHAUST FAN OF RATING 140/S MIN TO BE DISCHARGED INTO A VENTILATED ROOF SPACE WITH MIN 1000mm HORIZONTAL DUCT - IN ACCORDANCE WITH AS.1668. EXTERNAL DISCHARGE RATE MINIMUM 251/S.

SANITARY COMPARTMENT DOORS MUST EITHER — OPEN OUTWARDS, SLIDE OR BE READILY REMOVABLE FROM THE OUTSIDE UNLESS A MINIMUM CLEARANCE OF 1200mm BETWEEN THE DOOR AND THE PAN IS ACHIEVED.

ALL CONCRETE FOOTINGS ARE TO BE FOUNDED AT A DEPTH OF MINIMUM REQUIRED BEARING CAPACITY AND/OR IN ACCORDANCE WITH SOIL REPORT RECOMMENDATION WHERE SUPPLIED

DAMP PROOFING AND FLASHING:

BRICK VENEER- PROVIDE DAMP-PROOF COURSE IN CAVITY WALL CONSTRUCTION BUILT ON CONCRETE SLAB. IN THE BOTTOM COURSE OF OUTER LEAF, CONTINUOUS HORIZONTALLY ACROSS THE CAVITY AND UP THE INNER FACE BEDDED IN MORTAR, TURNED 30MM INTO THE INNER LEAF ONE COURSE ABOVE, OR, IN MASONRY VENEER CONSTRUCTION, FASTENED TO THE INNER FRAME 75MM ABOVE FLOOR LEVEL.

-SUB FLOOR CLEARANCE BETWEEN GROUND LEVEL AND UNDERSIDE OF BEARERS TO BE A MINIMUM OF 150MM / 200MM / 400MM.

-PERMEABILITY TO BE A LEAST 20% OF ENTIRE SITE AREA.

ALL ROOF AND WALL FRAMING, BRACING ETC. IS TO BE IN ACCORDANCE WITH AS1684.2, 3 & 4-2010 (LATEST EDITION) AND TIMBER FRAMING MANUAL REQUIREMENTS

-RAFTERS ARE TO BE ADEQUATELY TIED DOWN TO WALLS. (APPLICABLE TO FLAT ROOFS AND HIGH WIND AREAS)

-ANY EXPOSED STRUCTURAL STEELWORK IS TO BE HOT DIP GALVANISED E.G. LINTELS, WALL TIES ... WITHIN 1KM OF THE COASTLINE.

-PROVIDE ROOF TIE DOWNS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS

-ALL EXPOSED DOWNPIPES ARE TO BE ZINCALUME OR SELECTED COLOUR BOND FINISH. PROVIDE 90MM DIAMETER HEAVY DUTY PVC DRAIN MINIMUM 1:100 FALL. PROVIDE MINIMUM 75MM DIAMETER DOWNPIPES AT 12M CENTRES.

-THESE PLANS SHALL BE READ IN CONJUNCTION WITH RELEVANT ENGINEERS COMPUTATIONS, RECOMMENDATIONS AND DRAWINGS WHERE RELEVANT

-IF SITE CONDITIONS VARY FROM THESE REPORTS THE BUILDERS OFFICE AND RELEVANT ENGINEER SHOULD BE CONTACTED IMMEDIATELY

THIS OFFICE UNDER NO CIRCUMSTANCES ACCEPTS RESPONSIBILITY FOR ANY BREACH OF COPYRIGHT THAT MAY OCCUR FROM INFORMATION SUPPLIED BY THE CLIENT

-ALL FLOOR TO CEILING HEIGHTS NOMINATED ON THESE PLANS INDICATE THE DIMENSION FROM CONCRETE SLAB LEVEL (AND FIRST FLOOR JOIST LEVEL FOR 2 STOREYS) TO UNDERSIDE IF TRUSS BOTTOM CHORD (AND UNDERSIDE FIRST FLOOR JOIST LEVEL FOR 2 STOREYS)

-ALL DIMENSIONS NOTED ON FLOOR PLANS, SECTIONS AND EXTERNAL ELEVATIONS REPRESENT TIMBER FRAME AND STRUCTURAL MEMBER MEASUREMENTS, NOT FINISHED PLASTER MEASUREMENTS. FINISHED ROOM SIZES MEASURED AFTER PLASTER INSTALLATION WILL VARY ACCORDINGLY.

-UNLESS NOTED OTHERWISE, ALL DIMENSIONS ON THE INTERNAL

ELEVATIONS REPRESENT FINISHED PLASTER MEASUREMENTS.

-ALL ROOM DIMENSIONS AND SIZES OF SPACES ARE SUBJECT TO VARIATION OF PLUS OR MINUS 65MM BASED ON SITE CONDITIONS AND FINAL PREPARATION OF SLAB

OTHER GENERAL NOTES:

- 1. ENGINEER TO DECIDE WHICH SLAB TO BE USED DEPENDING ON SITE CONDITIONS.
- 2. THE POSITION OF NICHES MAY VARY DEPENDING ON SITE CONDITION.
- 3. ALL FIXTURES AND FITTINGS LOCATION WILL BE DECIDED BY THE BUILDER, UNLESS THERE IS A SPECIAL REQUEST IN WRITING.
- 4. POSITION OF SERVICE STACK AND RETURN AIR WILL BE DECIDED BY THE BUILDER OR CONTRACTOR DEPENDING ON SITE CONDITION.
- 5. LOCATION OF HEATING AND COOLING VENTS WILL BE DECIDED BY THE BUILDER OR CONTRACTOR DEPENDING ON SITE CONDITION.
- 6. LOCATION OF SWITCHES WILL BE DECIDED BY THE ELECTRICIAN DEPENDING ON SITE CONDITION.
- 7. CHANDELIER POINT LOAD CAPACITY UPTO 5 TO 7 KGS ONLY. NO INSTALLATION WILL BE DONE BY THE BUILDER.
- 8. CARPET, TILES, BRICK, BRICK MORTAR, TIMBER FLOOR, ROOF TILES, ROOF TILE RIDGES, ROOF TILE CAPPING, CAULKING COLOR, GROUT COLOR, LED FLASHING COLOR, WINDOW FLASHING, STONE, NATURAL TIMBER PRODUCTS(NOT ONLY LIMITED TO) ETC LOCATION SIZE AND BATCH COLOR CAN BE DIFFERENT ON SAME JOB.
- 9. ROOF TILES CAPPING COLOR, CAULKING COLOR, TILE GROUT COLOR NEEDS TO BE DECIDED BY THE BUILDER.
- 10. HOUSE OWNER NEEDS TO REMOVE THE FENCE FROM THE GARAGE BOUNDARY SO THAT BUILDER CAN BUILD BRICK GARAGE BOUNDARY.
- 11. THE LOCATION OF JOINTS IN BENCHTOPS, ISLAND BENCH, WATERFALL, WINDOWS, KITCHEN SPLASHBACK, GLASS SPLASHBACK MAY CHANGE ON SITE AS PER SUPPLIER INSTRUCTIONS.
- 12. BUILDERS DOES NOT EXCEED PERMISSIBLE HEIGHTS, SITE CUTS AND FILL LEVELS BUT THE SITE LEVELS MAY CHANGE DUE TO SOME SITE CONDITIONS WHICH IS OUT OF CONTROL OF BUILDER.
- 13. DEVELOPER GUIDELINES IS NOT INCLUDED UNLESS MENTIONED IN QUOTATION.
- 14. HOUSE OWNER CONFIRMS THAT CONCEPT PLAN AND FACADE PROVIDED BY HIM ARE SOLELY HIS/HER OWN IDEAS AND IS NOT COPIED FROM ANY OTHER BUILDER / ANY THIRD PARTY. OWNER TAKES ALL THE RESPONSIBILITY FOR ANY COPYRIGHT ISSUE FROM ANY OTHER PERSON. BUILDER RESERVES RIGHT TO CANCEL OR CHANGE PLAN OF ANY JOB IF WE FIND ANY COPYRIGHT ISSUES.
- 15. CLIENT NEED TO MAKE SURE THAT IF THERE IS ANY GRASS, BUILDING MATERIAL, ROCKS OR ANY KIND OF RUBBISH WHERE IN THE OPINION OF THE BUILDER THE SITE CANNOT BE STARTED, IT HAS TO BE REMOVED BEFORE SITE STARTS OR ELSE BUILDER WILL DO IT FROM THEIR END AND OWNER WILL BE LIABLE TO PAY THE EXTRA COST.
- 16. RETAINING WALL IS NOT INCLUDED AND NEEDS TO BE CONSTRUCTED BY THE HOUSE OWNER IF REQUIRED.
- 17. IF EXTRA WORK REQUIRED BY THE WATER AUTHORITY REQUIREMENTS, ie; IF SEWER BURNING OR EASEMENT NEED 600MM CLEARANCE FROM THE BUILDING AREA THEN IT IS OWNERS RESPONSIBILITY TO CONTACT THE WATER AUTHORITY OR EASEMENT OWNER TO MAKE THE REQUIRED CLEARANCE. BUILDER WILL NOT BE RESPONSIBLE FOR TIME DELAY.
- 18. THE BUILDER OR CONTRACTOR SHALL PLACE ANY ITEM SELECTED BY THE OWNER THAT BECOMES UNAVAILABLE FROM THE SUPPLIER.

CERTIFIED

BUILDINGS SURVEYING

Building Permit

Building Act 1993

(Building Regulations 2018)

Ice Konjarski (BS-L39384)

Date: 05 Apr 2022

BP: 2553844005990/0

DATE: 25.02.22

INSPECTION BOOKINGS

SCALE: NA @ A3

DRAWN: CS

24HRS NOTICE REQUIRED

CHECKED: AS

CERTIFIEDBUILDINGSURVEYING.COM.AU

JOB NO: 202113082

DRG:

01

REV:

PROJECT: PROPOSED RESIDENCE

SITE ADDRESS: LOT 147, 39 BRISCOLA CRESCENT WOLLERT 3750

DRAWING: GENERAL NOTES



UnitedHomes AUSTRALIA
Concept to Creation

OFFICE:
12 JOVIC ROAD, EPPING, VIC 3076

WEB SITE:
www.unitedhomesaustralia.com.au

PHONE: 1300 403 088

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REVISION:

DATE	DESCRIPTION
26.08.21	B.D
08.09.21	B.D CHANGES
17.09.21	B.D CHANGES
04.11.21	C.D

SITE PLAN NOTES

NOTES
CONTRACTORS ARE TO CHECK AND VERIFY ALL PLANS AND DRAWINGS PRIOR TO COMMENCING CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS MUST BE REPORTED TO THE RELEVANT BUILDING DESIGNER IMMEDIATELY PRIOR TO COMMENCING CONSTRUCTION

SITE SOIL CLASSIFICATION
SITE SOIL CLASSIFICATION TO BE CONFIRMED.REFER TO ENG'S DETAILS AND SOIL REPORT FOR REQUIREMENTS IN FOOTINGS & BUILDING OVER REMOVED OR RETAINED TREES FOR THIS SITE OR ADJACENT

SITING & DESIGN
SITING AND DESIGN IS SUBJECT TO VERIFICATION OF SITE LEVELS, NEIGHBORING PROPERTIES AND LOCATION OF ALL SERVICES TO ALLOTMENT AT THE TIME OF BUILDING PERMIT APPLICATION

SITE CLEARING
IT IS THE RESPONSIBILITY OF THE CLIENT TO UNDERTAKE REMOVAL OF ANY SITE SPOIL/STOCK PILES PRIOR TO COMMENCEMENT OF CONSTRUCTION.

BUSH-FIRE ASSESSMENT (IF REQUIRED)
CONSTRUCTIONS METHODS ARE SUBJECT TO BUSH-FIRE ASSESSMENT AND MUST BE IN ACCORDANCE WITH AS 3959.

TERMITE PROTECTION (IF REQUIRED)
PROVIDE TERMITE TREATMENT IN ACCORDANCE WITH AS 3660.

SITE ASSETS
DETAILS OF ASSETS IN EASEMENTS NOT AVAILABLE AT THE TIME OF DRAFTING.

BUILDER TO CONFIRM LOCATION OF ALL EXTERNAL ASSETS PRIOR TO COMMENCING CONSTRUCTION. RELOCATION MAY BE REQUIRED.

DOWNPipes (DP) TO APPROX. LOCATION MAX 12M CRTS. CONNECTED TO S/WATER SYS. IN ACCORDANCE WITH LOCAL COUNCIL REQUIREMENTS. ALL S/WATER DRAINS THAT PASS UNDER CONC. SLABS AND TRAFFICABLE AREAS TO BE LAID IN HEAVY DUTY SEWER PIPE.

AREA SCHEDULE		
	SQM	%
LOT AREA	424.00	
LAND COVERAGE	232.25	54.78
PERMEABILITY	157.76	37.21
POS	101.78	24.00

PROJECT:	PROPOSED RESIDENCE
SITE ADDRESS:	LOT 147, 39 BRISCOLA CRESCENT WOLLERT 3750
DRAWING:	SITE PLAN

NO DEVELOPER APPROVAL

CERTIFIED

BUILDING SURVEYING

Building Permit

Building Act 1993

(Building Regulations 2018)

Ice Konjarski (BS-L39384)

Date: 05 Apr 2022

BP: 2553844005990/0

INSPECTION BOOKINGS

ON OUR WEBSITE

24HRS NOTICE REQUIRED

CERTIFIEDBUILDINGSURVEYING.COM.AU

LOT 146
VACANT
AS OF 22.02.22

1. THE BUILDER/ OWNER MUST CONTACT THIS OFFICE IMMEDIATELY. IF THE SITE CONDITIONS CHANGE IN ANY WAY COMPARED TO THE APPROVED ARCHITECTURAL PLANS/ ENGINEERING.
2. BRICK ARTICULATION JOINTS WHERE LOCATED AT OPENINGS MUST RUN CONTINUOUSLY ALONG THE WINDOW AND DOOR FRAME IN ACCORDANCE WITH AS4773.2-2010.
3. IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING & FINSHED FFL FOR THE SLAB OF THE BUILDING IS IN ACCORDANCE WITH THE ENDORSED PLANS.
4. ALL MECHANICAL VENTILATION TO BE VENTED TO THE OUTSIDE AIR IN COMPLIANCE WITH THE NCC VOL2.
5. ALL SMOKE DETECTORS THROUGH OUT THE DWELLING MUST BE INTERCONNECTED WHERE THERE IS MORE THAN 1 SMOKE DETECTOR IN ACCORDANCE WITH PART 3.7.2 - NCC VOL 2 2014.
6. ALL EXPOSED EAVES ALONG THE BOUNDARY OR WITHIN 450MM OF THE BOUNDARY MUST ACHEIVE 60/60/60 IN ACCORDANCE WITH NCC AND MANUFACTURERS SPECS.



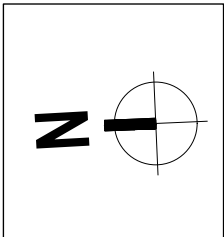
OFFICE:
12 JOVIC ROAD, EPPING, VIC 3076

WEB SITE:
www.unitedhomesaustralia.com.au

PHONE: 1300 403 088

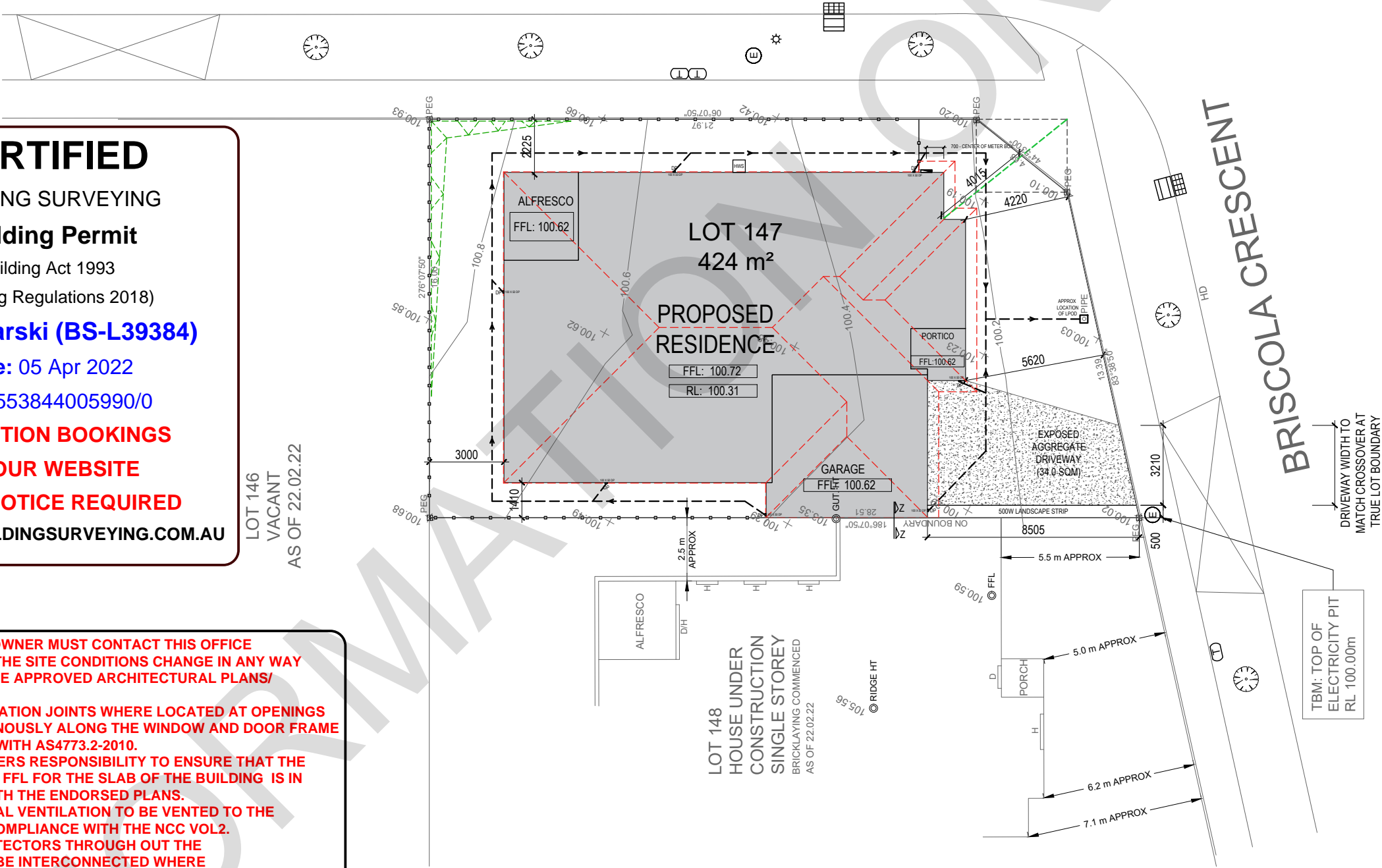
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17.09.21	B.D CHANGES
04.11.21	C.D

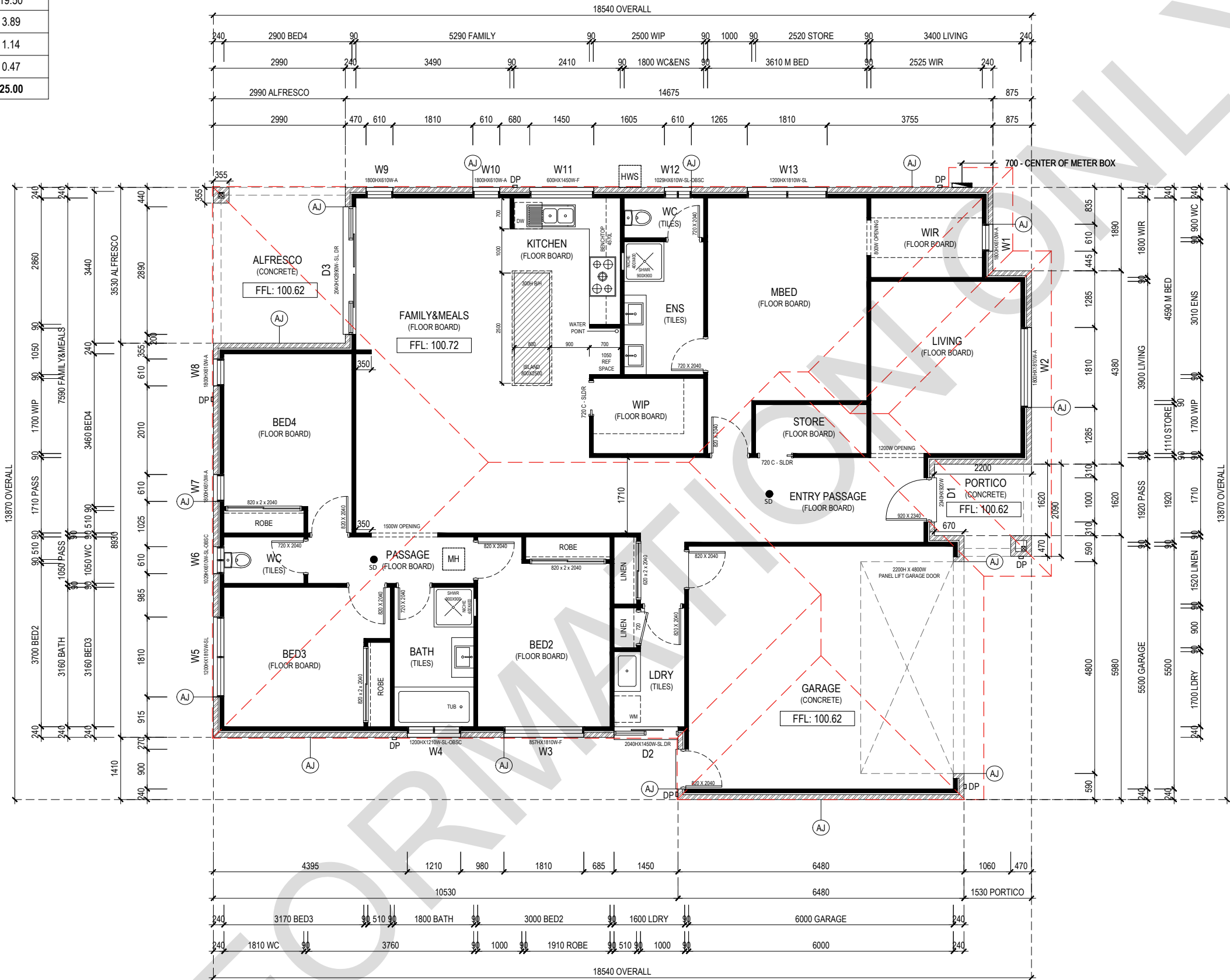


DATE:	25.02.22
SCALE:	1:200 @ A3
DRAWN:	CS
CHECKED:	AS
JOB NO:	202115082

DRG:	02
REV:	



AREA SCHEDULE		
	SQM	SQ
LIVING AREA	181.20	19.50
GARAGE	36.15	3.89
ALFRESCO	10.55	1.14
PORCH	4.35	0.47
TOTAL	232.25	25.00



LEGEND:

- (AJ) ARTICULATION JOINTS
- SD HARDWIRED SMOKE ALARM WITH BATTERY BACKUP AS PER NCC REQUIREMENTS
- DP DOWN PIPE CONNECTED TO LPOD VIA 90MM DIA UPVC PIPE AS PER LOCAL AUTHORITIES REQUIREMENTS
- MH MANHOLE TO CEILING ACCESS (LOCATION MAY VARY ON SITE)
- WINDOWS TO BE CENTERED TO THE ROOM

CERTIFIED
BUILDING SURVEYING
Building Permit
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Ice Konjarski (BS-L39384)
Date: 05 Apr 2022
BP: 2553844005990/0
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ON OUR WEBSITE
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NOTES:

PROVIDE LIFT-OFF HINGES TO ALL SWING DOORS IN SANITARY COMPARTMENTS AS PER NCC 2019
ALL WATERPROOFING MEMBRANES FOR EXTERNAL ABOVE GROUND USE MUST COMPLY WITH AS4654; PARTS 1 & 2
PROVIDE GRADE 'A' SAFETY GLAZING TO ALL BATHROOMS AND TOILETS AS PER NCC 3.6.4.5

PROJECT: PROPOSED RESIDENCE

SITE ADDRESS: LOT 147, 39 BRISCOLA CRESCENT WOLLERT 3750

DRAWING: **FLOOR PLAN**

**UnitedHomes**
AUSTRALIA
Concept to Creation

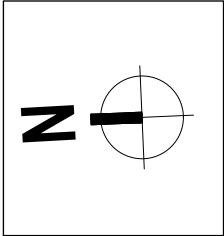
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DATE:	25.02.22
SCALE:	1:100 @ A3
DRAWN:	CS
CHECKED:	AS
JOB NO:	202115082

DRG:	03
REV:	

GENERAL

- DIMENSIONS RELATING TO FFL & FCL REFER TO OVERALL TOP & BOTTOM PLATE DIMENSIONS NOT ACTUAL CEILING HEIGHTS.
- ALL GAPS FROM SERVICE PENETRATIONS ETC ARE TO BE SEALED. AS SHOULD INTERNAL DOORS TO GARAGE.

SAFETY GLAZING

- ALL GLAZING TO BE IN ACCORDANCE WITH AS1288, AS2047 AND NCC PART 3.6.
ALL ROOMS - WITHIN 500MM VERTICAL OF FLOOR LEVEL
- BATHROOMS - ALL GLAZING IN BATHROOMS, ENSUITS, SPA ROOMS OR THE LIKE, INCLUDING SHOWER DOORS AND SCREENS. BATH ENCLOSURES AND ASSOCIATED WINDOWS WITHIN 2000 MM VERTICAL FROM THE BATH OR SHOWER BASE OR FINISHED FLOOR LEVEL.
LAUNDRY - WITHIN 1,200MM VERTICAL FROM FLOOR LEVEL AND/OR WITHIN 300MM VERTICAL OF TROUGH.
- DOORWAY - WITHIN 300MM HORIZONTAL FROM ALL DOORS.

DOWNPIPES

- DOWNPIPES MUST NOT BE LOCATED MORE THAN 12 M APART IN ACCORDANCE WITH PART NCC 3.5.3.5 OF THE CURRENT BCA AND ALL STORMWATER MUST BE CONNECTED TO COUNCILS EXISTING LEGAL POINT OF DISCHARGE.

WET AREAS

- WET AREAS MUST BE WATERPROOFED IN ACCORDANCE WITH PART 3.8.1.2 OF THE NCC 2019 VOL.2 AND ALSO WITH AS3740.

OPENINGS

- EXTERNAL DOORS TO BE WEATHER STRIPPED AND WINDOWS TO COMPLY WITH AS 2047.
- WINDOW HEAD HEIGHTS MEASURED FROM THE FINISHED FLOOR LEVEL (SLAB) OF THE HOUSE.ALL WINDOW HEAD HEIGHTS INDICATED ARE NOMINAL AND MAY VARY DUE TO VARIANCES IN BRICK SIZES.
- PROVIDE 125mm RESTRICTION TO ALL OPENING WINDOWS IN BEDROOMS WHERE THE DIFFERENCE BETWEEN THE FLOOR LEVELS OF THE BEDROOM AND THE OUTSIDE FINISHED SURFACE LEVEL IS GREATER THAN 2.0m. IN ACCORDANCE WITH BCA.

CONTROL JOINTS

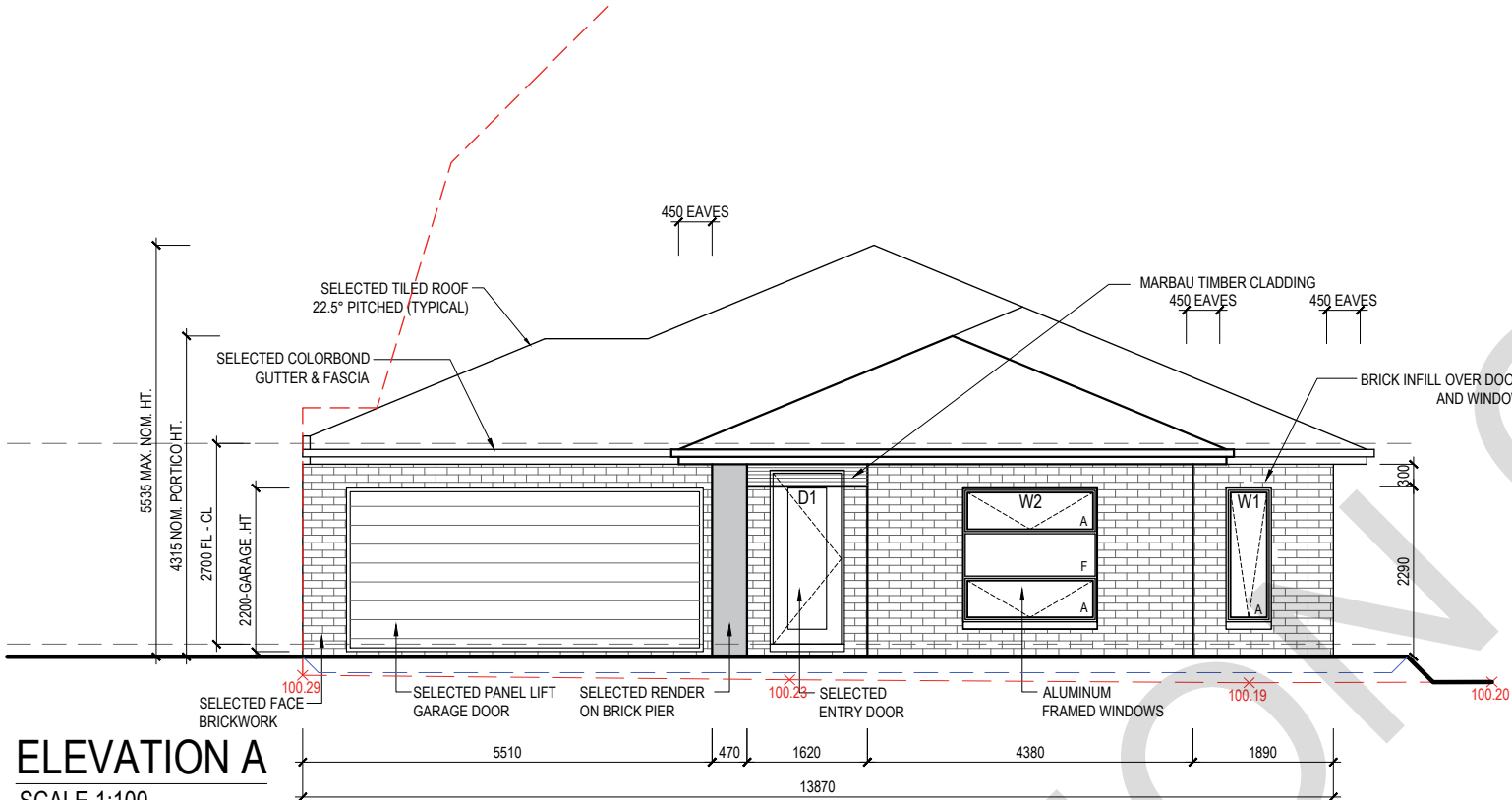
- CONTROL JOINT IN BRICKS TO BE IN ACCORDANCE WITH AS 3700-2018.
- ENGINEERS DOCUMENTATION REGARDING CONTROL JOINTS OVER-RIDES THESE DRAWINGS.
- PROVIDE CONTROL TO ALL INTERNAL CORNERS

MECHANICAL

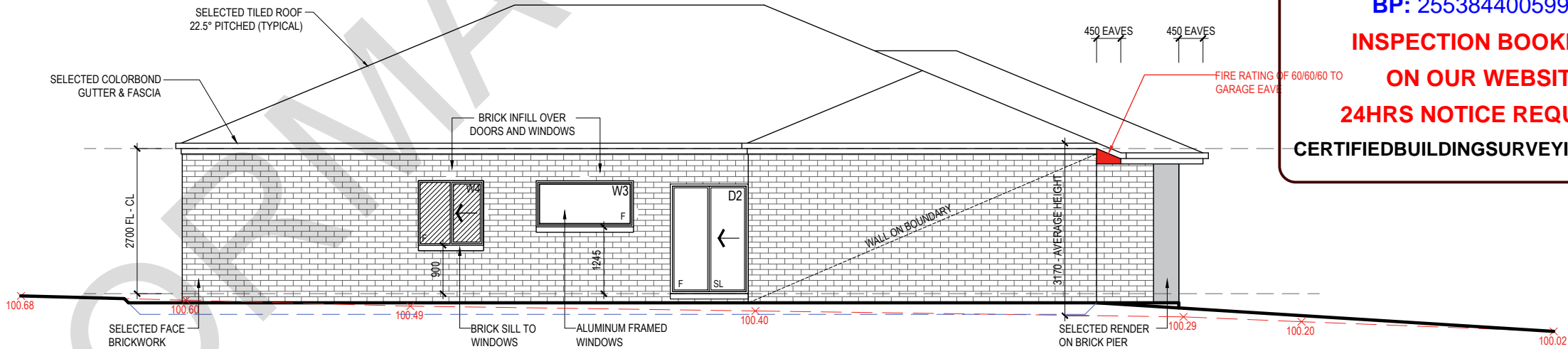
- ALL CHIMNEYS AND FLUES TO HAVE DAMPERS AS PER NCC 2019 REQUIREMENTS 3.12.3.1, IF APPLICABLE

- MECHANICAL VENTILATION TO OUTSIDE AIR PROVIDED WHERE REQUIRED AND IN ACCORDANCE WITH NCC 2019. P.2.4.5

- ALL EXHAUST FANS TO BE FITTED WITH DAMPERS AS PER NCC.



ELEVATION A
SCALE 1:100



ELEVATION B
SCALE 1:100

WINDOW SCHEDULE							
NAME	TYPE	FRAME	GLAZING	LOCATION	HEAD HT	HEIGHT	WIDTH
W1	CLEAR AWNING	ALUMINIUM STD	SINGLE	WIR	2100	1800	0610
W2	CLEAR AWNING	ALUMINIUM STD	SINGLE	LIVING	2100	1800	1810
W3	CLEAR FIXED	ALUMINIUM STD	SINGLE	BED2	2100	0857	1810
W4	OBSC SLIDING	ALUMINIUM STD	SINGLE	BATH	2100	1200	1210
W5	CLEAR SLIDING	ALUMINIUM STD	SINGLE	BED3	2100	1200	1810
W6	OBSC SLIDING	ALUMINIUM STD	SINGLE	WC	2100	1029	0610
W7	CLEAR AWNING	ALUMINIUM STD	SINGLE	BED4	2100	1800	0610
W8	CLEAR AWNING	ALUMINIUM STD	SINGLE	BED4	2100	1800	0610
W9	CLEAR AWNING	ALUMINIUM STD	SINGLE	FAMILY	2100	1800	0610
W10	CLEAR AWNING	ALUMINIUM STD	SINGLE	FAMILY	2100	1800	0610
W11	CLEAR FIXED	ALUMINIUM STD	SINGLE	KITCHEN	1510	0600	1450
W12	OBSC SLIDING	ALUMINIUM STD	SINGLE	WC	2100	1029	0610
W13	CLEAR SLIDING	ALUMINIUM STD	SINGLE	MBED	2100	1200	1810

DOOR SCHEDULE							
NAME	TYPE	FRAME	GLAZING	LOCATION	HEAD HT	HEIGHT	WIDTH
D1	HINGED DOOR	TIMBER STD	SINGLE	ENTRY	2400	2340	920
D2	CLEAR SLIDING	ALUMINIUM STD	SINGLE	LDRY	2100	2040	1450
D2	CLEAR SLIDING	ALUMINIUM STD	SINGLE	ALFRESCO	2100	2040	2890

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Building Act 1993

(Building Regulations 2018)

Ice Konjarski (BS-L39384)

Date: 05 Apr 2022

BP: 2553844005990/0

INSPECTION BOOKINGS

ON OUR WEBSITE

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PROJECT:	PROPOSED RESIDENCE
SITE ADDRESS:	LOT 147, 39 BRISCOLA CRESCENT WOLLERT 3750
DRAWING:	ELEVATION A+B



UnitedHomes
AUSTRALIA
Concept to Creation

OFFICE:
12 JOVIC ROAD, EPPING, VIC 3076

WEB SITE:
www.unitedhomesaustralia.com.au

PHONE: 1300 403 088

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04.11.21	C.D

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CHECKED:	AS
JOB NO:	202115082

DRG:	04
REV:	

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Date: 05 Apr 2022

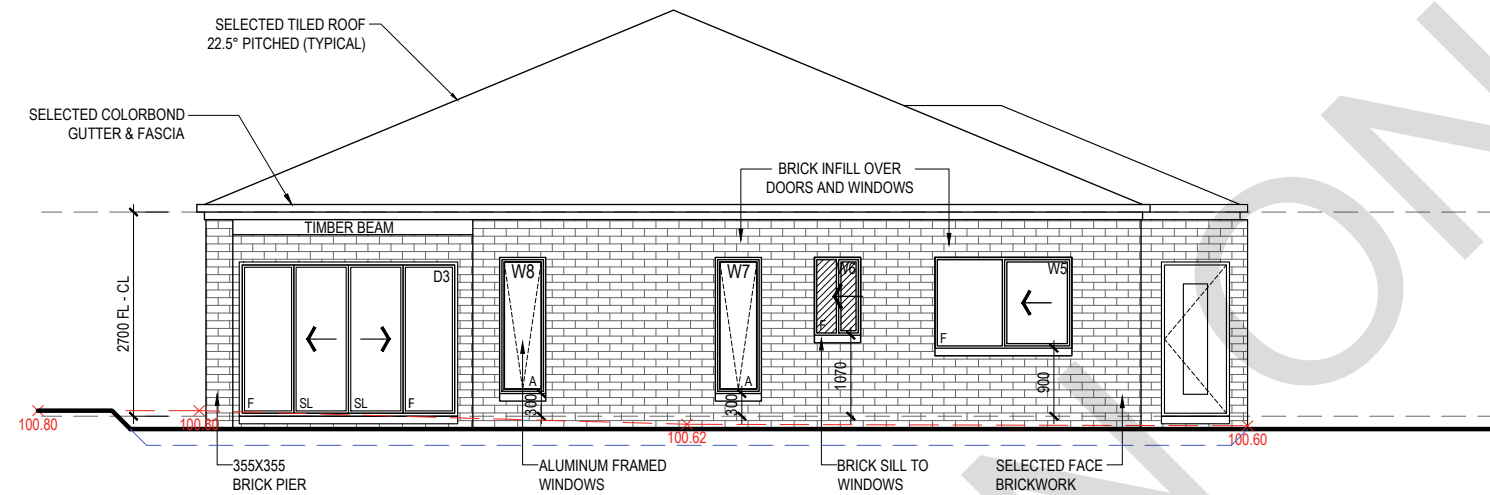
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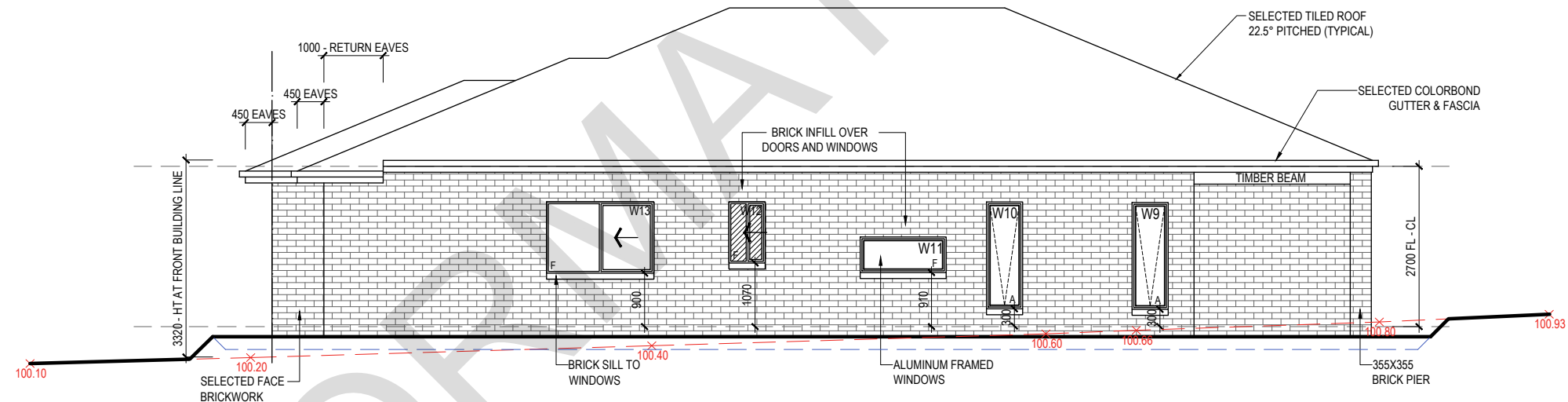
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ELEVATION C
SCALE 1:100



ELEVATION D
SCALE 1:100

PROJECT: PROPOSED RESIDENCE
SITE ADDRESS: LOT 147, 39 BRISCOLA CRESCENT WOLLERT 3750

DRAWING: **ELEVATION C+D**



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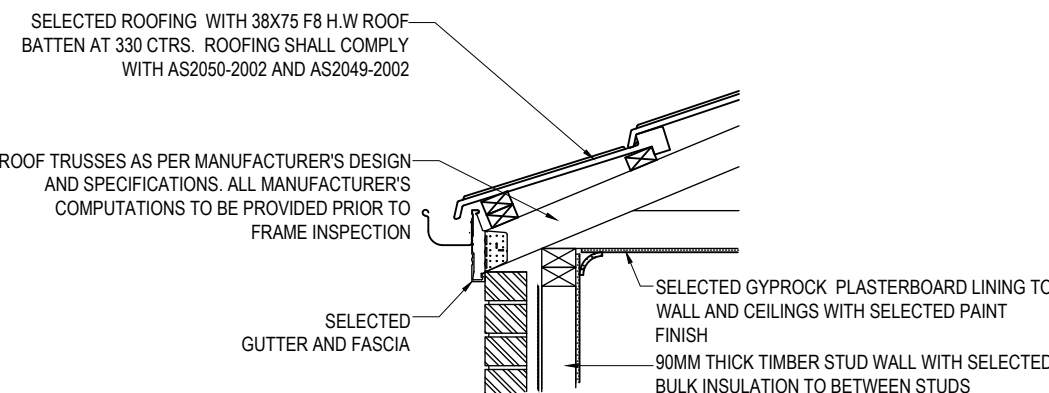
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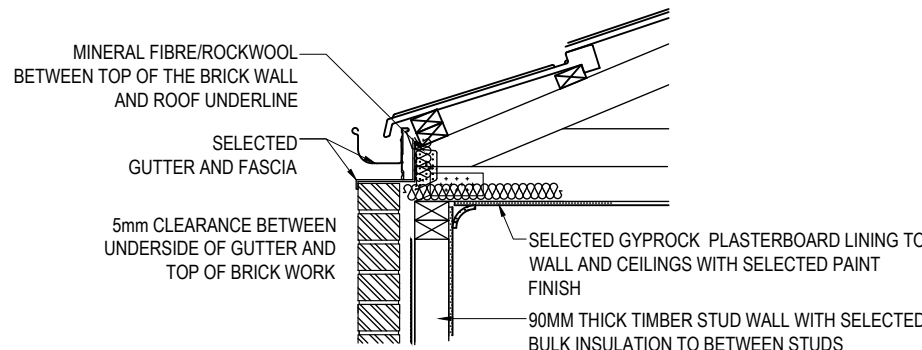
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DRG:
05
REV:



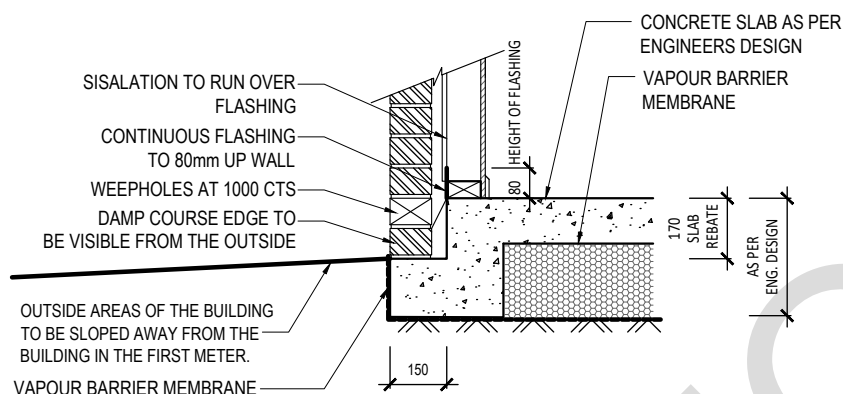
TYPICAL GUTTER DETAIL

SCALE 1:20



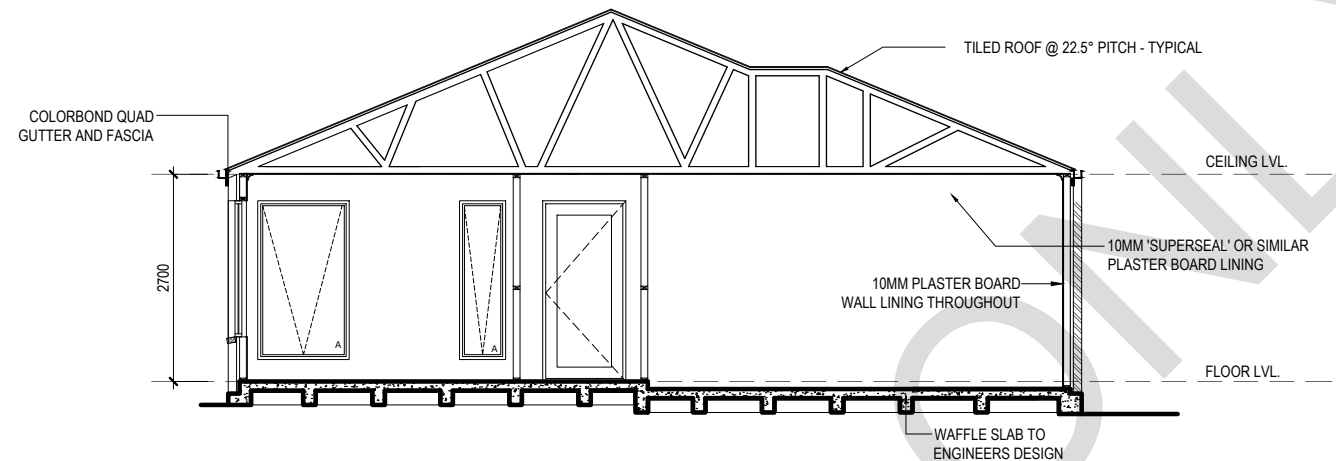
GARAGE ZERO OVERHANG DETAIL

SCALE 1:20



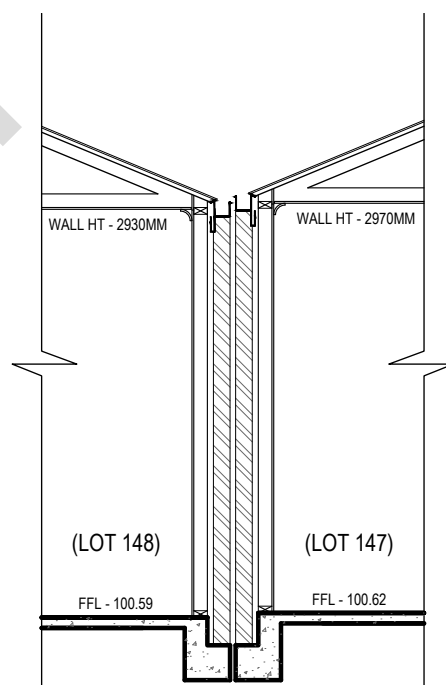
BRICK VENEER SLAB REBATE

SCALE 1:20



SECTION X-X

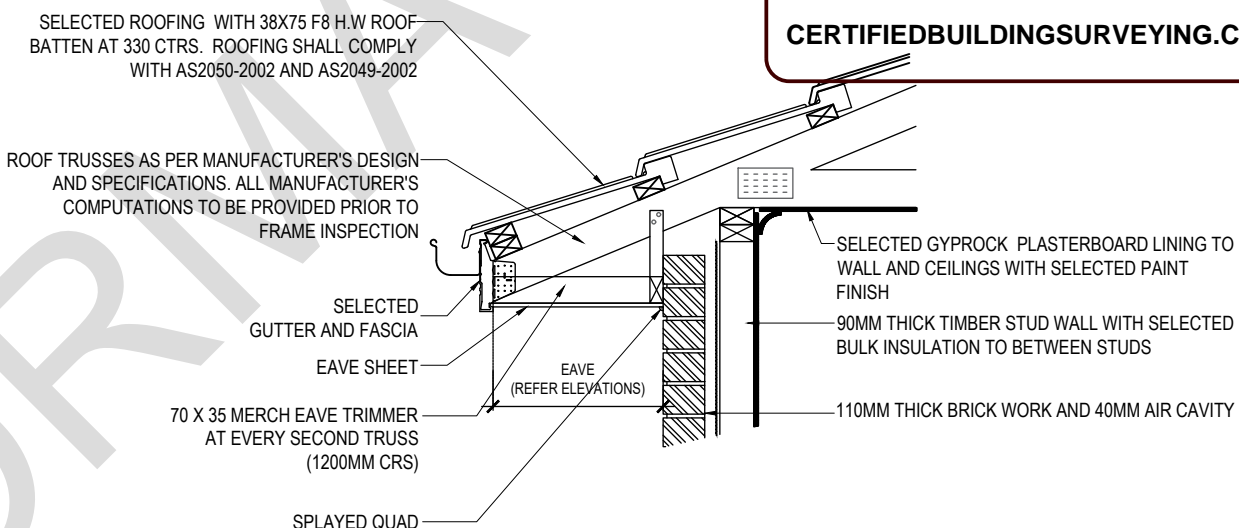
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SECTION Z-Z

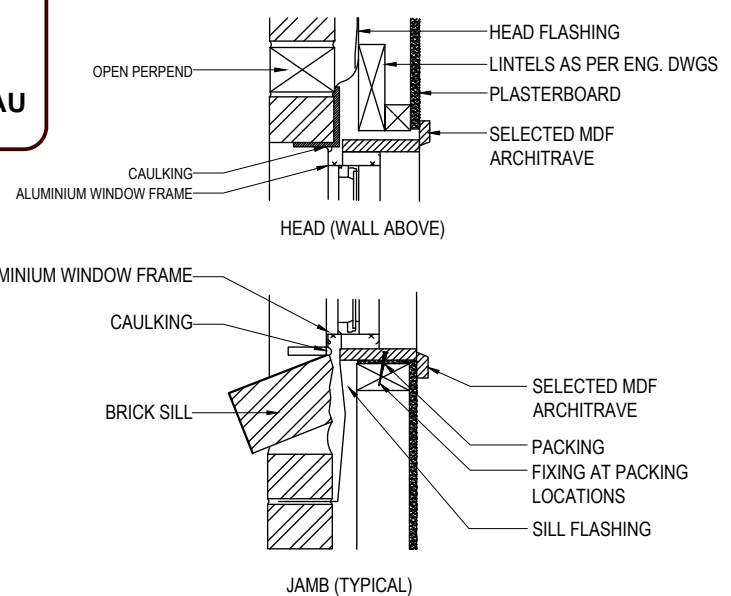
SCALE 1:50

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TYPICAL EAVE CONSTRUCTION

SCALE 1:20



WINDOW FLASHING DETAIL

NTS

PROJECT:	PROPOSED RESIDENCE
SITE ADDRESS:	LOT 147, 39 BRISCOLA CRESCENT WOLLERT 3750
DRAWING:	SECTION & DETAILS

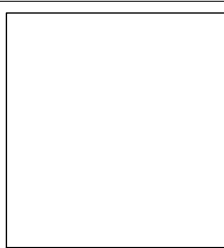
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ELECTRICAL

LOCATIONS OF ALL ELECTRICAL POINTS ARE APPROXIMATE ONLY AND ARE SUBJECT TO POSITION OF STRUCTURAL MEMBERS ON PLAN.

LOCATIONS OF ALL ELECTRICAL POINTS ARE APPROXIMATE ONLY AND ARE SUBJECT TO POSITION OF STRUCTURAL MEMBERS ON PLAN

METERBOX LOCATION IS SUBJECT TO SITING.

ARTIFICIAL LIGHTING

PROVISION OF ARTIFICIAL LIGHTING IN ACCORDANCE WITH NCC 2019 3.12.5.5 THE LAMP POWER DENSITY OR ILLUMINATION POWER DENSITY OF ARTIFICIAL LIGHTING EXCLUDING HEATERS THAT EMIT LIGHT MUST NOT EXCEED

- DWELLING- 5W/M2
- VERANDAH, BALCONY, PORCH - 4W/M2
- GARAGE - 3W/M2

WHERE ILLUMINATION POWER DENSITY IS USED IT MAY BE INCREASED BY DIVIDING IT BY THE ILLUMINATION POWER DENSITY ADJUSTMENT FACTOR IN TABLE 3.12.5.3 WHERE APPLICABLE

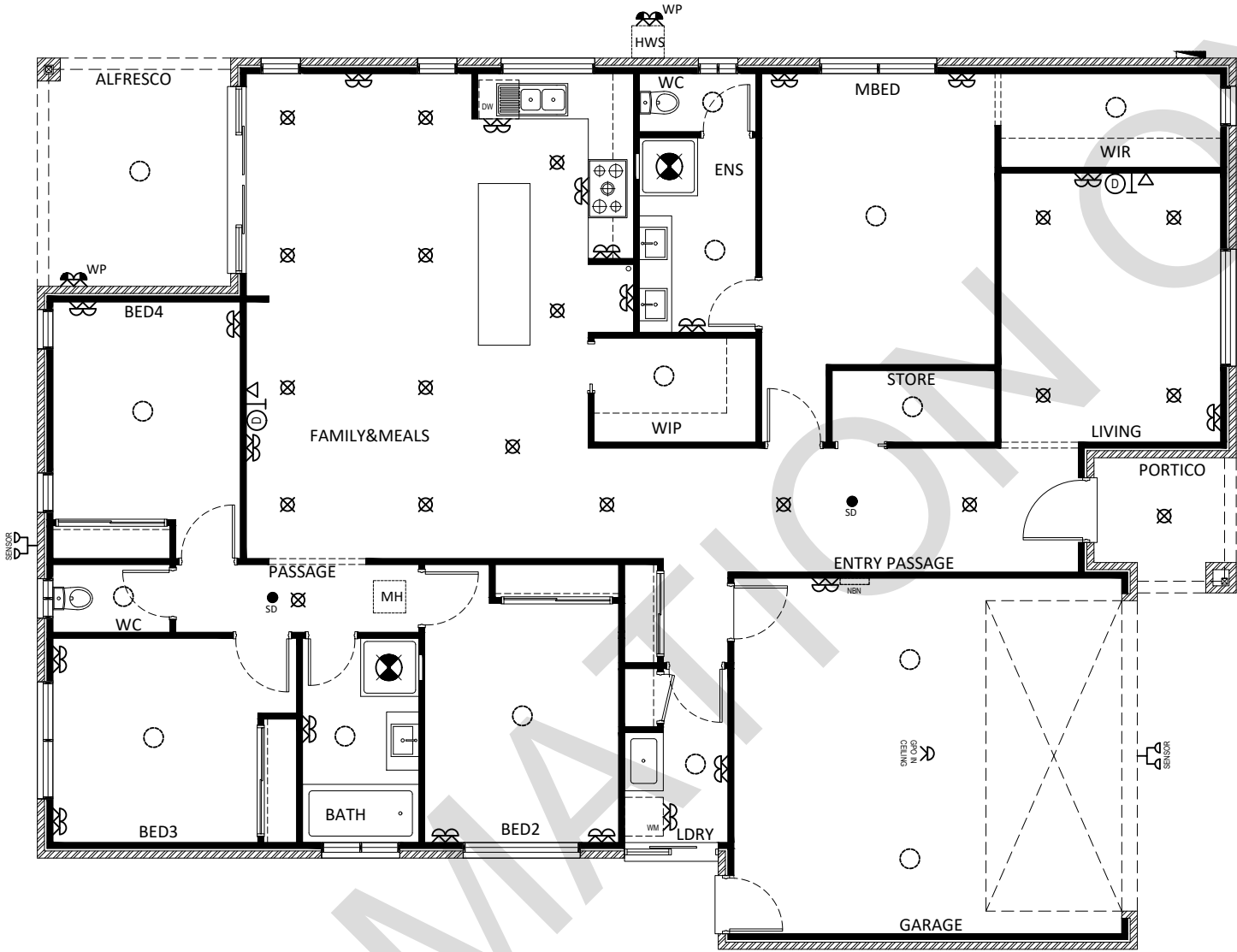
ARTIFICIAL LIGHT AROUND THE PERIMETER OF A BUILDING MUST BE

- CONTROLLED BY A DAYLIGHT SENSOR OR
- HAVE AN AVERAGE LIGHT SOURCE EFFICACY OF LESS THAN 40 LUMENS/W

ALL SMOKE DETECTORS ARE TO BE INTERCONNECTED

ALL DONWLIGHTS ARE TO BE NON VENTED AND SEALED

ALL CEILING PENETRATIONS ARE INDICATIVE ONLY FINAL LOCATION MAY CHANGE DUE TO STRUCTURAL COMPONENTS OR HEATING LAYOUTS AS ADVISED BY THE MANUFACTURER



LIGHTING LEGEND

	BATTEN HOLDER	15
	LED DOWNLIGHT	20
	SENSOR LIGHT	02
	SMOKE DETECTOR	02
	CEILING EXHAUST FAN	02

POWER LEGEND

	DOUBLE GPO	21
	DOUBLE GPO - EXTERNAL	02
	TELEVISION POINT	02
	TELEPHONE POINT	02
	DATA POINT	02

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BUILDING SURVEYING

Building Permit

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Ice Konjarski (BS-L39384)

Date: 05 Apr 2022

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LIGHTING CALCULATIONS				
AREA	SQM	NO OF LIGHTS	TOTAL WATTS	W/SQM
DWELLING	181.20	19	152	0.84
GARAGE	36.15	0	0	0.00
PORCH	4.35	1	1	0.23
ALFRESCO	10.55	0	0	0.00

PROJECT:

PROPOSED RESIDENCE

SITE ADDRESS:

LOT 147, 39 BRISCOLA CRESCENT WOLLERT 3750

DRAWING:

ELECTRICAL PLAN

OFFICE:

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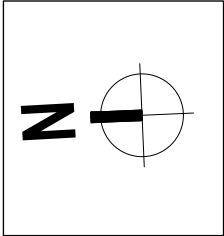
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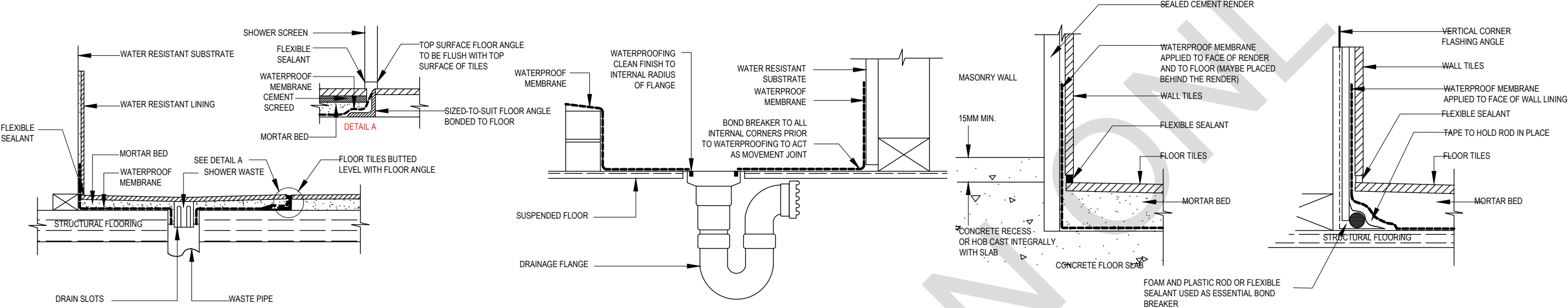
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TYPICAL INSTALLATION OF WATER PROOFING MEMBRANE TO SHOWER FLOOR



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PROJECT: PROPOSED RESIDENCE

SITE ADDRESS: LOT 147, 39 BRISCOLA CRESCENT WOLLERT 3750

DRAWING: **WATERPROOFING DETAIL**



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