

**We Know Conveyancing**



## **CONTRACT OF SALE**

**Vendor: Amandeep Verma**

**Property: 5 Mahogany Drive, Wollert VIC 3750**

Prepared By:

We Know Conveyancing

Ph: 03 9430 1120

E: [jatin@weknowconveyancing.com.au](mailto:jatin@weknowconveyancing.com.au)

18 Belair Avenue,

Glenroy – 3046

VIC

**Property: 5 Mahogany Drive, Wollert**

As per the new legislation we enclose a GST Withholding Notice for you and your client's attention.

Our Client, Amandeep Verma, confirms the Purchaser, **IS NOT** required to remit any GST to the ATO pursuant to the GST Withholding clause in the Contract of Sale dated .

## **GST WITHHOLDING NOTICE – NO PAYMENT REQUIRED**

Affective of the 1 July 2018, purchasers of new residential properties and subdivisions are now required to withhold and remit GST directly to the ATO unless the purchaser is purchasing the property for a creditable purpose.

### **Property Details**

Property Type	Residential Dwelling
Property Address	5 Mahogany Drive, Wollert VIC 3750
Lot and Plan	680 PS916557R
Volume and Folio	12637/165

### **Vendor Details**

Vendors Full Name	Amandeep Verma
Vendor ABN	

### **Transaction Details**

Purchase Price	\$
GST Withholding amount	No amount payable

Vendor's Signature \_\_\_\_\_

Date \_\_\_\_\_

# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**Property Address: 5 Mahogany Drive, Wollert VIC 3750**

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 -

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** ..... on ...../...../20.....

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

**SIGNED BY THE VENDORS** ..... on ...../...../20.....

Print name of person signing Amandeep Verma

State nature of authority if applicable

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

### IMPORTANT NOTICE TO PURCHASERS

#### Cooling-off period

Section 31  
**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 or within 3 clear business days **before or after** a publicly advertised auction; 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 have 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) **Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of 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.

PARTICULARS OF SALE

REAL ESTATE AGENT: Harcourts Rata & Co

VENDOR: Amandeep Verma

VENDOR'S REPRESENTATIVE: WE KNOW CONVEYANCING  
Contact Person – Jatin Dewan  
Ph: 03 9430 1120  
Email: [jatin@weknowconveyancing.com.au](mailto:jatin@weknowconveyancing.com.au)  
Office: 18 Belair Avenue, Glenroy, VIC - 3046  
Ref: 25:9222:Verma

PURCHASER: Name/s: .....  
.....  
Address: .....

PURCHASER'S REPRESENTATIVE: Name: .....  
Address: .....  
Tel: ..... Email: .....

STREET ADDRESS: 5 Mahogany Drive, Wollert VIC 3750  
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 680 on PS916557R.  
Certificate of Title VOLUME: 12637 FOLIO: 165

CHATELS: All fixtures, floor coverings, electric light fittings and window furnishings as inspected.

PRICE: \$ \_\_\_\_\_

DEPOSIT: \$ \_\_\_\_\_ PAYABLE BY \_\_\_/\_\_\_/\_\_\_ OF WHICH  
\$ \_\_\_\_\_ HAS BEEN PAID.

BALANCE: \$ \_\_\_\_\_

SETTLEMENT/PAYMENT OF BALANCE  
is due on \_\_\_/\_\_\_/\_\_\_  
(general condition 10)  
being the **SETTLEMENT DATE** or earlier by mutual agreement. And is the date upon which vacant possession / or receipts of the rents and profits of the property and chattels shall be given, namely upon acceptance of Title and payment of the whole of the purchase price, 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; or
- 14 days after the purchaser's representative has been notified of the registration of the Plan of Subdivision; or
- 14 days after the purchaser's representative has been notified of the issuing of the certificate of occupancy or certificate of completion

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

**GST** (refer to general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box.

If this is a sale of a 'farming business' or a 'going concern' then write the words '**farming business**' or '**going concern**' in this box.

If the margin scheme will be used to calculate GST then write the words '**margin scheme**' to this box.

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box.

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

If this contract is intended to be a terms contract within the meaning of the **Sale of And Act 1962** then write the words '**terms contract**' in this box.

and refer to general condition 23 and add any further provisions by way of special conditions.

**Encumbrances**

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

**Special conditions**

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

**Loan (refer to general conditions 14)**

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan Amount: \$

Approval date:

## Off the Plan Concession

### FOR OWNER OCCUPIER ONLY

#### Apportionment for Price and Land and Home- Fixed Percentage Method

The Vendor and the Purchaser agree that the Price is apportioned as follows:

Class of building	Fixed % building works component
<input type="checkbox"/> Single lot freestanding	45%
<input type="checkbox"/> Multi-lot low rise up to and including three storeys	80%
<input type="checkbox"/> High rise	75%

$$\begin{array}{rclclcl}
 \text{Contract price including GST} & & \times & \text{\% of building works component} & \text{Equals} & \text{100\% building works components} \\
 \$ \boxed{\phantom{000000}} & & \times & \boxed{\phantom{000000}} & \% = \$ & \boxed{\phantom{000000}} \\
 \text{From (1) above} & & & \text{From (2) above} & & 
 \end{array}$$

Actual % of construction works completed after the contract  %

$$\begin{array}{rclclcl}
 \text{100\% building Deemed construction costs after the contract} & & \times & \text{works component} & \text{Deemed \% con} & \text{Equals} & \text{rks} \\
 \$ \boxed{\phantom{000000}} & & \times & \boxed{\phantom{000000}} & \% & = & \$ \boxed{\phantom{000000}} \\
 \text{From (3) above} & & & \text{Please round up, ie 60\&, 70\%} & & & 
 \end{array}$$

Deemed percentage construction works after contract, is the rounded up percentage (up to the next 10 per cent increment) of construction to be completed after the contract date. For example, if 63 per cent of the construction is still to be completed after the date the contract was signed, then the rounded up percentage would be 70 per cent. If no construction has commenced, then it would be 100 per cent.

$$\begin{array}{rclcl}
 \text{The contract price (total price paid including GST)} & & \$ & \boxed{\phantom{000000}} \\
 \text{From (1) above} & & & \\
 \text{Less the cost of construction occurring after the contract including GST} & \text{less} & \$ & \boxed{\phantom{000000}} \\
 \text{From (5) above} & & & \\
 \text{The dutiable value for the lot} & \text{Equals} & \$ & \boxed{\phantom{000000}}
 \end{array}$$

# CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

## TITLE

### 1. Encumbrances

- 1.1 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 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**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

### 3. Identity of the land

- 3.1 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.
- 3.2 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.

### 4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### 5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

- 7. Release of security interest**
- 7.1** 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.
- 7.2** 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 7.4, 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.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** 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.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any 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.
- 7.6** 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 7.5 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.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(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.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** 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 7.11.
- 7.13** If settlement is delayed under general condition 7.12, 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.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** 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.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** 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.
- 9.5** 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.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## MONEY

### 10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### 11. Payment

- 11.1 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.
- 11.2 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 or 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;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

### 12. Stakeholding

- 12.1 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 do 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.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

### 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
  - (b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

- 14. Loan**
- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 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 adjustment paid and received as appropriate.
- 15.2 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.

## TRANSACTIONAL

- 16. Time**
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. Service**
- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) 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**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Nominee**
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. 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 default by a proprietary limited company purchaser.
- 20. 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.
- 21. Notices**
- 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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. 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.
- 23. Terms contract**
- 23.1 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.
- 23.2 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.

**24. Loss or damage before settlement**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**25. 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**

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

**27. Default notice**

- 27.1 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.
- 27.2 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 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.

**28. Default not remedied**

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## Special Conditions

1

### 1A Acceptance of title

General condition 12.4 is added:

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.

### 1B Foreign resident capital gains withholding

\*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.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 special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 1B.3 This special condition only applies 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 is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.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.
- 1B.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 in this special condition; and
  - (b) ensure that the representative does so.
- 1B.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 special 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 special 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 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*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### 3 Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

### 4 No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

### 5 Dwelling

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

### 6 Deposit

The deposit shall be 10% of the purchase price and must be paid in cleared funds. Deposit bonds are not accepted.

### 7 Auction

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

### 8 Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

### 9 FIRB Approval

- 9.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 9.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 9.3 This warranty and indemnity do not merge on completion of this contract.

### 10. Solar Panels

The Vendor make no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

### 11. Goods

The Purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The Purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

### 12. Cancellation and Re-Scheduling of Settlement

The Purchaser will be liable for payment of the Vendor's costs associated with cancellation and or re-scheduling of settlement. The Purchaser will be liable for \$220.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the Purchaser's representative.

### 13. Variations

The Buyer acknowledges that pictures provided of building including exteriors and interiors in this contract are digitally generated and are intended for illustrative purposes only and may not necessarily reflect the final product.

The Vendor reserves the right to make variations to the facade, plans, materials, and color selections as they deem necessary during the construction process. These variations may be made without notice to the Buyer.

The Buyer understands and agrees that no changes or alterations to the initial facade, plan, material, colors, appliances, or selections shall be requested during the construction process. The right to make any such changes solely rests with the Vendor.

The Buyer agrees not to make any claims or demands for alterations to the agreed-upon specifications. The Vendor's decision regarding these matters is final, and the Buyer shall accept the property in accordance with the final specifications determined by the Vendor.

#### **14. Plan of Subdivision (If Applicable)**

Settlement Date shall be on the date noted on the Contract of Sale OR within 14 days of approval of the Plan of Subdivision by the Registrar of Titles OR within 14 days of the Purchaser receiving the Certificate of Occupancy, whichever is the latter.

If the Plan of Subdivision is not registered within eighteen (18) months after the day of sale, either the Purchaser or the Vendor may after the expiration of that eighteen (18) months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.

The Vendor reserves the right to make alteration to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the Purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, occupation or otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.

Words used in this special condition that are defined in the Building Act 1993 ("the Act") have the same meaning as is given to them by the Act.

The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of Titles.

#### **15. Windfall Gains Tax (If Applicable)**

The Purchaser and Vendor acknowledge and agree that in the event a rezoning event occurs in accordance with the Planning and Environment Act in respect of the Property which is sold and purchased pursuant to this Contract which results in any Windfall Gains Tax (WGT) amount being assessed against the Vendor or Property pursuant to the Windfall Gains Act or other statutory instrument between the Day of Sale and Settlement, then the Purchaser acknowledges and agrees that it must pay an amount equivalent to the WGT amount assessed on the Vendor or Property at Settlement by way of an adjustment to the Price in favour of the Vendor on Settlement.

In the event a WGT amount is assessed on the Vendor or Property between the Day of Sale and Settlement, the Purchaser acknowledges that the Vendors obligation to proceed to Settlement will be subject to and conditional upon the Purchaser paying the WGT amount to the Vendor.

The Purchaser acknowledges that in the event the Purchaser fails to complete Settlement, but a rezoning event has occurred in relation to Property (or any portion of the Property) after the Day of Sale, notwithstanding the Purchaser's failure to complete the Contract, the Purchaser and the Purchaser Guarantors separately indemnify the Vendor for the total WGT amount that is assessed on the Vendor and/or the Property. This Special Condition 6 survives termination and Settlement of this Contract.

The Vendor and Purchaser acknowledge and agree that in the event that a rezoning event occurs in relation to the Property (or any portion of the Property) after the Day of Sale and before Settlement, then any additional rates, charges, duties or taxes assessed by a relevant Authority between the date of rezoning and the Settlement date will be payable by the Purchaser on demand. In the event that the Purchaser fails to complete Settlement and a rezoning event has occurred in relation to the Property (or any portion of the Property) after the Day of Sale, the Purchaser and Purchaser Guarantors separately indemnify the Vendor for any additional rates, charges, duties or taxes assessed by a relevant Authority and which the Purchaser must pay directly to the Authority on demand.

#### **16. NO LAND TAX ADJUSTMENT**

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 15 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

#### **17. Adjustments and Supporting Documents**

Purchaser's legal representative/solicitor/conveyancer shall promptly furnish all necessary adjustments, accompanied by supporting certificates. Failure to provide such certificates shall constitute default by the purchaser, absolving the vendor of any obligation to proceed with property settlement until all requisite certificates, including but not limited to those from council, water, land tax, and owners corporation, are furnished.

## GUARANTEE

The Guarantors described below, in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth hereby for ourselves our respective Executors and Administrators covenant with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money, interest, costs or 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 as aforesaid on the part of the purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

This Guarantee shall also be a continuing Guarantee in the instance the vendor and the purchaser substitute a Contract in place of the Contract to which this Guarantee is attached and then this Guarantee will extend to a Guarantee on the substituted Contract and the purchaser under that Contract.

### SIGNED SEALED AND DELIVERED

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

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
)  
Print Name..... ) .....  
in the presence of: ) Director (Sign)  
)  
Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
)  
Print Name..... ) .....  
in the presence of: ) Director (Sign)  
)  
Witness..... )



## VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

**VENDOR** Amandeep Verma  
**LAND BEING SOLD** That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 12637 Folio: 165 and known as

**STREET ADDRESS** 5 Mahogany Drive, Wollert VIC 3750

### IMPORTANT NOTICES TO PURCHASERS

**MATTERS RELATING TO LAND USE** - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

a) Description: As attached.

b) Particulars of any existing failure to comply with their terms are: - **None to the Vendor's knowledge** However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is** access to the property by road.

The land **is** in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme:	Whittlesea Planning Scheme
The responsible authority is:	Whittlesea
Zoning and/or Reservation:	Refer to property report below
Name of Planning overlay:	Refer to property report below

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

**FINANCIAL MATTERS IN RESPECT OF THE LAND-** Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$5,000.00**

1. Whittlesea
2. Yarra Valley Water
3. Owners Corporation details (if applicable)
4. State Revenue Office Land Tax (if applicable)

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- Owners Corporation (if applicable) special levies
- Land Tax if the property is not exempt as your principal place of residence
- Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

**NON- CONNECTED SERVICES** – The following services are not connected to the land:

Not applicable

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

**INFORMATION RELATING TO ANY OWNERS CORPORATION-**

The land is NOT affected by an owners Corporation within the meaning of the Owners Corporations Act 2006.

**EVIDENCE OF TITLE-** Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
  - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988-
  - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
  - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
  - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
  - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - II. If the later plan has not yet been certified, a copy of the latest version of the plan

**BUILDING PERMITS**- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

Is contained in the attached certificate/s.

**INSURANCE DETAILS IN RESPECT OF THE LAND**- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

**NOTICES MADE IN RESPECT OF LAND**- 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 that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

INFORMATION

**VENDOR'S STATEMENT**- I confirm that this statement has been prepared solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I understand that this statement is only current until any of the details contained herein change and will not hold We Know Conveyancing responsible if it is not updated or if it is used by any real estate agent other than those it is first forwarded to by We Know Conveyancing.

I have read the statement and its attachments and accept sole responsibility for the accuracy of the information contained herein or omissions made. I will keep the property and all improvements thereon full insured until the final settlement of this matter.

I certify that, other than those contained in this statement and its attachments, I am not aware of any:

- variation between the land occupied by me and the land described in the certificate/s of title (including the occupation of adjacent land which is not being sold herein) or any other rights over the land (such as a right of way)
- any proposal in relation to any other property which may affect the land being sold
- any failure to comply with a planning or building regulations or permit (including the failure to obtain a permit)
- the property being affected any flooding, landslip or other environmental issues
- any latent defects

DATE OF THIS STATEMENT

DAY OF

20

*Signature/s of Vendor/s* .....

**PURCHASER'S ACKNOWLEDGEMENTS-**

The purchaser hereby acknowledges that they received a copy of this vendors statement executed by the vendor prior to entering in to any contract of sale. The Purchaser also acknowledges that the information herein is provided solely by the vendor and that no statement or representation contained herein are made by We Know Conveyancing as to anything in relation to the property. The purchaser agrees that if they require an updated owners corporation certificate they will apply and pay for the certificate or information.

DATE OF ACKNOWLEDGMENT

DAY OF

20

*Signature/s of Purchaser/s* .....

# 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](https://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.

## **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.

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12637 FOLIO 165

Security no : 124130395862V  
Produced 02/12/2025 10:56 AM

LAND DESCRIPTION

Lot 680 on Plan of Subdivision 916557R.  
PARENT TITLES :  
Volume 12605 Folio 757      Volume 12628 Folio 450  
Created by instrument PS916557R 09/10/2025

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
AMANDEEP VERMA of 1 WINSTON STREET LALOR VIC 3075  
AZ872997M 01/12/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ872998K 01/12/2025  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS916557R 09/10/2025

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AZ254477N 11/06/2025

DIAGRAM LOCATION

SEE PS916557R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS916557R (B)	PLAN OF SUBDIVISION	Registered	09/10/2025
AZ678482F	REMOVAL OF ENCUMBRANCE	Registered	09/10/2025
AZ668271B (B)	REMOVAL OF ENCUMBRANCE	Registered	09/10/2025
AZ668272Y (B)	REMOVAL OF ENCUMBRANCE	Registered	09/10/2025
AZ682730P (E)	DISCHARGE OF MORTGAGE	Registered	10/10/2025
AZ691687L (E)	TRANSFER CONTROL OF ECT	Completed	13/10/2025
AZ872997M (E)	TRANSFER	Registered	01/12/2025
AZ872998K (E)	MORTGAGE	Registered	01/12/2025

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

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

Street Address: 5 MAHOGANY DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control      18601V BANKWEST  
Effective from 01/12/2025

DOCUMENT END

INFORMATION ONLY



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS916557R</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>06/11/2025 15:19</b>

**Copyright and disclaimer notice:**

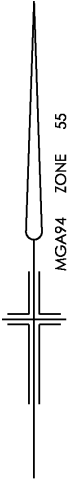
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

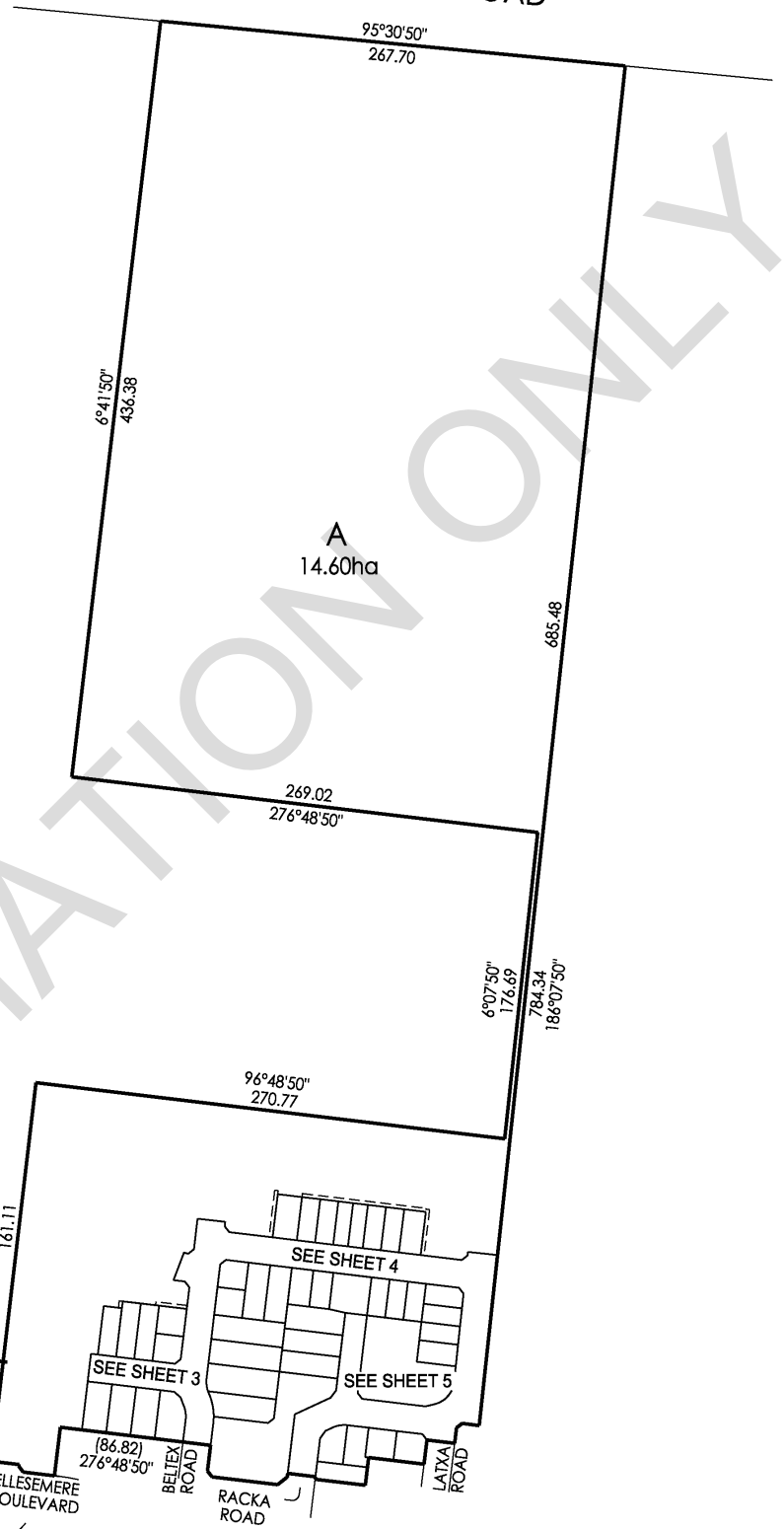
<b>PLAN OF SUBDIVISION</b>		<b>LRS USE ONLY EDITION 1</b>	<b>PLAN NUMBER PS 916557R</b>
<b>LOCATION OF LAND</b> <b>PARISH:</b> WOLLERT  <b>TOWNSHIP:</b> ---  <b>SECTION:</b> 18  <b>CROWN ALLOTMENT:</b> ---  <b>CROWN PORTION:</b> 2 (PART)  <b>TITLE REFERENCES:</b> VOL.12628 FOL.450 VOL.12605 FOL.757 LOT B ON PS916602P & LOT B ON PS908231U  <b>LAST PLAN REFERENCE:</b>  <b>POSTAL ADDRESS: (at time of subdivision)</b> 100 CRAIGIEBURN ROAD & 115 BOUNDARY ROAD WOLLERT 3750  <b>MGA CO-ORDINATES: (of approx. centre of plan)</b> E: 325 250 ZONE: 55 N: 5 836 440 DATUM: GDA94		Council Name: Whittlesea City Council  Council Reference Number: PLN-40930 Planning Permit Reference: 719412 SPEAR Reference Number: S211915E  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 08/10/2024  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification  Digitally signed by: Renee Kueffer for Whittlesea City Council on 06/02/2025  <b>Statement of Compliance</b> issued: 25/09/2025  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance	
<b>VESTING OF ROADS OR RESERVES</b>		<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON	TANGENT POINTS ARE SHOWN THUS:  LOTS 1 TO 619 (BOTH INCLUSIVE), 628 TO 634 (BOTH INCLUSIVE) AND 660 TO 673 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  <b>TOTAL ROAD AREA: 9549m²</b>  <b>FURTHER PURPOSE OF PLAN:</b> TO REMOVE THE EASEMENT SHOWN AS (E-1) ON PS916602P WHICH LIES WITHIN THE LAND IN THIS PLAN  TO REMOVE THE EASEMENTS SHOWN AS (E-1) AND (E-2) ON PS908231U WHICH LIE WITHIN THE LAND IN THIS PLAN  <b>GROUND(S) FOR REMOVAL:</b> BY AGREEMENT, SECTION 6(1)(K)(iii) SUBDIVISION ACT 1988  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 RESERVE No. 2 RESERVE No. 3 RESERVE No. 4	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL		
<b>NOTATIONS</b>		DEPTH LIMITATION DOES NOT APPLY  <b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). WOLLERT PM43  LAND IN PROCLAIMED SURVEY AREA No. 74  <b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 719412	
DEPTH LIMITATION DOES NOT APPLY  <b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). WOLLERT PM43  LAND IN PROCLAIMED SURVEY AREA No. 74  <b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 719412			
DEPTH LIMITATION DOES NOT APPLY  <b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). WOLLERT PM43  LAND IN PROCLAIMED SURVEY AREA No. 74  <b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 719412			
DEPTH LIMITATION DOES NOT APPLY  <b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). WOLLERT PM43  LAND IN PROCLAIMED SURVEY AREA No. 74  <b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 719412			
<b>ESTATE:</b> MASON QUARTER 6		<b>AREA:</b> 2.809 HA	<b>No. OF LOTS:</b> 41
<b>ESTATE:</b> MASON QUARTER 6		<b>AREA:</b> 2.809 HA	<b>No. OF LOTS:</b> 41
<b>ESTATE:</b> MASON QUARTER 6		<b>AREA:</b> 2.809 HA	<b>No. OF LOTS:</b> 41
<b>ESTATE:</b> MASON QUARTER 6		<b>AREA:</b> 2.809 HA	<b>No. OF LOTS:</b> 41
<b>EASEMENT INFORMATION</b>			
<b>LEGEND:</b> A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)			
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN
LAND BENEFITED OR IN FAVOUR OF			
WHITTLESEA CITY COUNCIL			
YARRA VALLEY WATER			
REF: 10290/6		VERSION: 9	ORIGINAL SHEET SIZE A3
SHEET 1 OF 6 SHEETS			
1/19 Cato Street Hawthorn East Vic 3123 bpd.com.au info@bpd.com.au		Digitally signed by: David John Versteegen, Licensed Surveyor, Surveyor's Plan Version (9), 03/12/2024, SPEAR Ref: S211915E	
CHECKED EZ	DATE: 23/10/2024	Land Use Victoria Plan Registered 01:49 PM 09/10/2025 Assistant Registrar of Titles	

PLAN OF SUBDIVISION

PLAN NUMBER  
PS 916557R

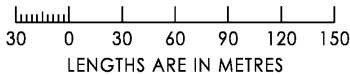


BOUNDARY ROAD



ENLARGEMENT  
NOT TO SCALE

SCALE  
1:3000



ORIGINAL SHEET SIZE A3  
REF: 10290/6

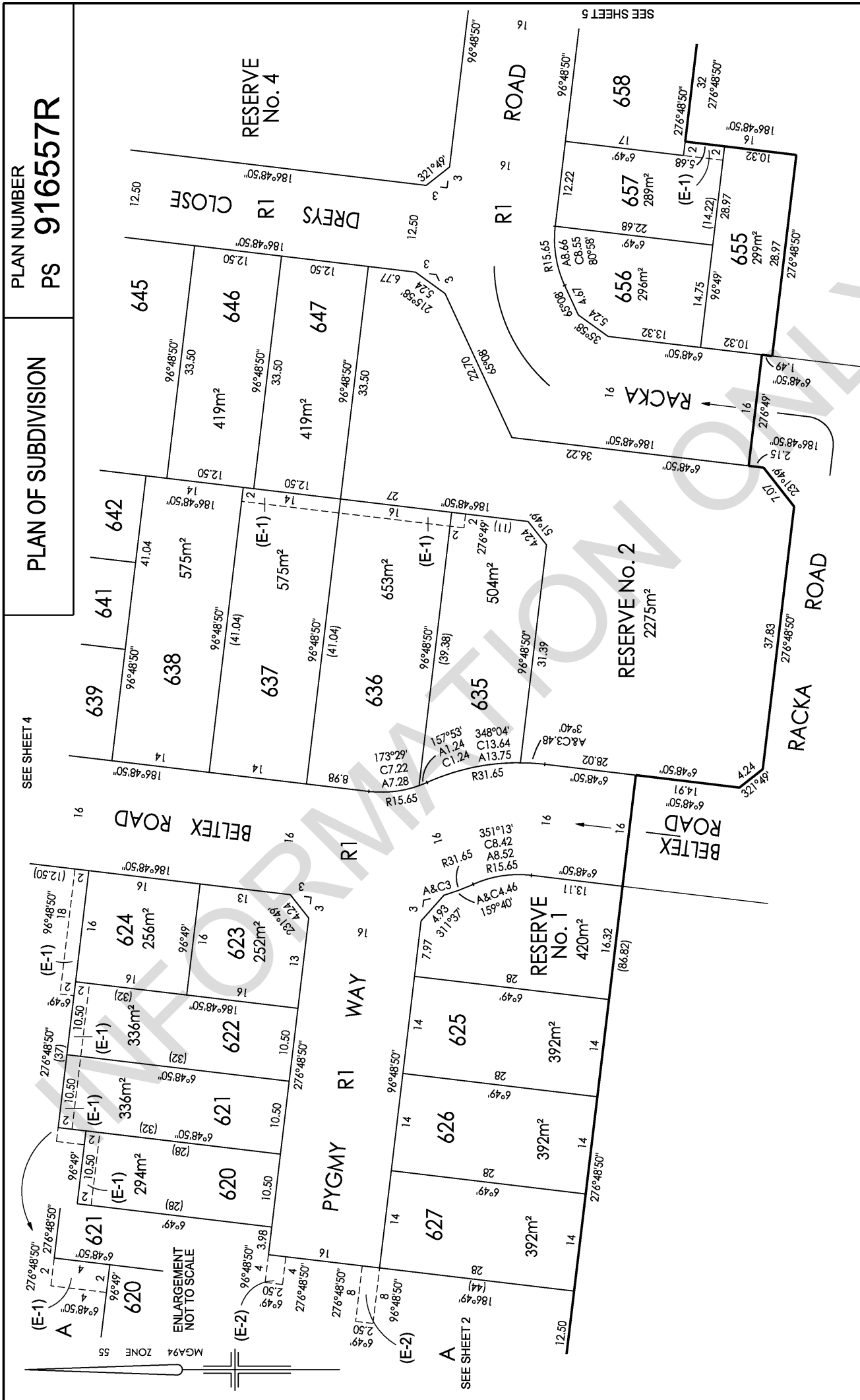
SHEET 2  
VERSION: 9



1/19 Cato Street  
Hawthorn East Vic 3123  
bpd.com.au  
info@bpd.com.au

Digitally signed by: David John Versteegen, Licensed Surveyor,  
Surveyor's Plan Version (9),  
03/12/2024, SPEAR Ref: S211915E

Digitally signed by:  
Whittlesea City Council,  
06/02/2025,  
SPEAR Ref: S211915E

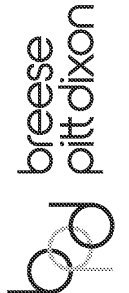
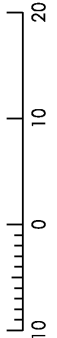


PLAN OF SUBDIVISION  
 PS 916557R

PLAN NUMBER

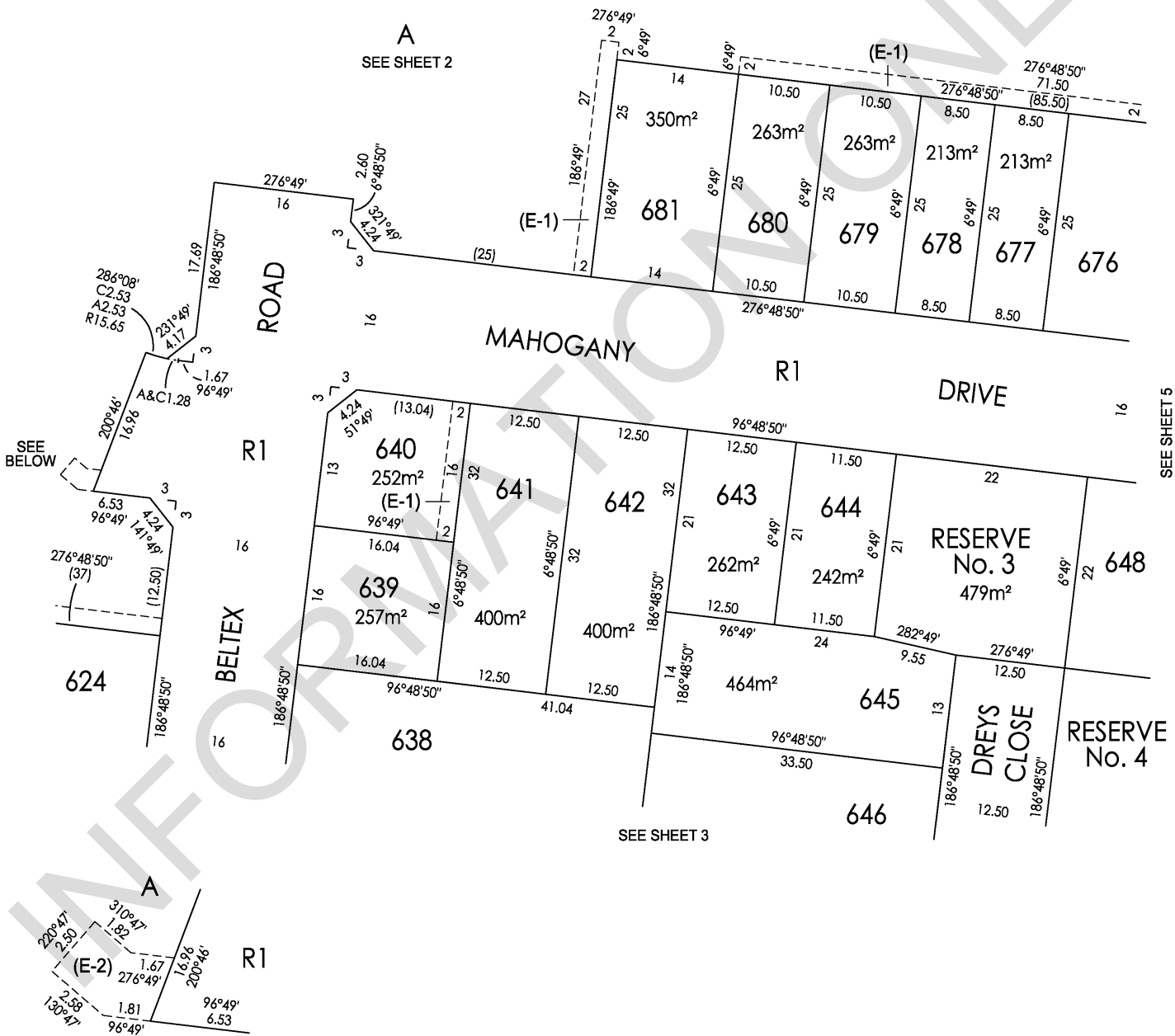
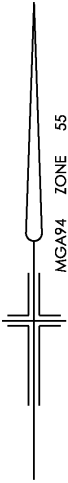
SEE SHEET 4

SEE SHEET 2

 <p>1/19 Cato Street          Hawthorn East Vic 3123          bp.d.com.au          info@bp.d.com.au</p>	<p><b>SCALE</b></p> <p>1:500</p>	 <p>LENGTHS ARE IN METRES</p>	<p><b>REF: 10290/6</b></p> <p><b>VERSION: 9</b></p> <p>Digitally signed by: David John Versteegen, Licensed Surveyor,          Surveyor's Plan Version (9),          03/12/2024, SPEAR Ref: S211915E</p>	<p><b>ORIGINAL SHEET SIZE A3</b></p> <p>Digitally signed by:          Whittlesea City Council,          06/02/2025,          SPEAR Ref: S211915E</p>	<p><b>SHEET 3</b></p>
--	----------------------------------	--	--	--	-----------------------

PLAN OF SUBDIVISION

PLAN NUMBER  
PS 916557R



ENLARGEMENT  
NOT TO SCALE



1/19 Cato Street  
Hawthorn East Vic 3123  
bpd.com.au  
info@bpd.com.au

SCALE  
1:500



ORIGINAL SHEET SIZE A3  
REF: 10290/6

SHEET 4  
VERSION: 9

Digitally signed by: David John Versteegen, Licensed Surveyor,  
Surveyor's Plan Version (9),  
03/12/2024, SPEAR Ref: S211915E

Digitally signed by:  
Whittlesea City Council,  
06/02/2025,  
SPEAR Ref: S211915E



**SUBDIVISION ACT 1988  
CREATION OF RESTRICTION**

**PLAN OF SUBDIVISION**

**PLAN NUMBER  
PS 916557R**

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 620 to 627, 635 to 659 and 674 to 681 (all inclusive) on this plan.

Benefited Land: Lots 620 to 627, 635 to 659 and 674 to 681 (all inclusive) on this plan.


A. The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened must not, without permission of the Responsible Authority, construct or permit to be constructed;

1. Any building other than one single residential dwelling, garage, outhouse or landscaping unless approved by Eucalypt Property Pty Ltd as being in accordance with the 'Mason Quarter Design Guidelines'
  - a. any dwelling that is used for the purpose of a display home or for the purposes of marketing display homes unless prior written consent of the Transferor has been obtained;
  - b. in the case of lots 300m<sup>2</sup> or greater, any dwelling that is not setback at least 4.0m from the Main Street Frontage. The Main Street Frontage is considered the frontage that allows the most direct access to the front door of the dwelling.  
The following may encroach by 1.50m into the specified Main Street Frontage setback:
    - i. eaves, gutters, facias, porches, verandas, pergolas, balconies, and porticoes;
    - ii. masonry chimneys
  - c. In the case of lots 300m<sup>2</sup> or greater, any garage less than 5m from the Main Street Frontage.
  - d. In the case of corner lots 300m<sup>2</sup> or greater any side wall facing a street above the ground level of a dwelling unless
    - i. It is set back no less than 900mm from the ground level façade; or
    - ii. Greater than 30% of the area of the wall is glazed and the remainder of the wall is constructed of contrasting material finishes to that of the ground floor wall
  - e. any dwelling that faces the secondary façade must have similar elements to the main frontage and be setback in accordance to standard lot setbacks and Small Lot Housing Code setbacks.
  - f. any garage unless:
    - i. constructed from the same materials as the dwelling; and
    - ii. incorporated under the main roof of the dwelling and enclosed with a sectional garage door, unless the lot has a secondary frontage to a public road and the access and egress to and from the garage located on the secondary frontage is solely to and from that secondary public road; and
    - iii. setback a minimum of 470mm from the front façade of the dwellings;
  - g. any outbuildings (other than a garage);
    - i. which is visible from the abutting or adjacent street;
    - ii. is no greater than 20m<sup>2</sup>;
    - iii. whose design and appearance matches the existing dwelling;
  - h. any dwelling, garage or outbuilding
    - i. having external (excluding drainage downpipes) reticulated or wired services which may be visible from an abutting or adjacent view.
    - ii. with a meter box on the front façade;
  - i. any dwelling that has direct frontage to a second road and/or a reserve must contain articulation to the secondary façade and be setback in accordance to standard lot setbacks or Small Lot Housing Code setbacks where under 300m<sup>2</sup>.
  - j. any dwelling that has direct frontage to a second road
  - k. in the case of lots with a width of 10m or less where measured at the front façade of the dwelling, any garage other than a single garage opening where access is proposed from the Main Street Frontage.
  - l. any dwelling on a lot with side boundaries to public open space reserves created within the subject land unless a minimum of two (2) storeys in height, and with habitable room windows or balconies at the second storey fronting the public open space reserves.
  - m. Any dwelling or commercial building unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering should it be available.
2. Erect or cause permit to be erected or remain erected any fence:
  - a. On either side boundary or rear boundary of any Lot any fence other than a colorbond woodland grey fence;
  - b. On either side boundary or rear boundary of any Lot any fence of a height exceeding 1.95 metres;
  - c. On any front boundary of a Lot, unless the lot is currently designated as display housing by the Transferor; or
  - d. On the side boundary of a Lot which abuts a street, that is not setback at least 10m from the front boundary.  
For any lots abutting a reserve, fencing will be coordinated and installed by Eucalypt Property Pty Ltd.
3. Erect or cause permit to be erected or constructed on the Lot any:
  - a. Two way radio, any satellite dish or any other media or electronic communication aerial or device which may be visible from any street adjacent to the Lot; and
  - b. Externally mounted air-conditioning, evaporative cooling unit or device or any other plant and equipment including any solar hot water systems (not solar panels) unless:
  - c. It is similar in colour as the roof, is not visible from the adjacent or abutting street and does not have its highest point higher than the peak ridge of the roof of the dwelling.
4. The re-division and/or re-sale of a vacant lot along with signage is not permitted without the prior consent from the Transferor.
5. Place or allow to be placed on the Lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan, or trailer unless screened from view of any street adjacent to or abutting such Lot.
6. Erect or construct or permit to be erected or constructed on any Lot any refuse or bin storage area that is visible from any street.
7. Allow the state of repair of any landscaped area within the front setback of the Lot or within the road reserve adjacent to the Lot to fall below standard as at the date of completion or to become unkempt or fall into a state of despair.

B. The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened must not, without permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots less than 300m<sup>2</sup> any dwelling unless in accordance with Small Lot Housing Code or unless a specific planning permit for the said dwelling has been obtained from Whittlesea City Council.  
For the purpose of this restriction lots 620, 623, 624, 639, 640, 643, 644, 648 to 659 (both inclusive) and 675 to 680 (both inclusive) are Type A.

These restrictions will cease to affect any of the burdened lots ten years after the date of registration of this plan.

 <p>1/19 Cato Street Hawthorn East Vic 3123 bpd.com.au info@bpd.com.au</p>	SCALE		ORIGINAL SHEET SIZE A3	SHEET 6
	Digitally signed by: David John Versteegen, Licensed Surveyor, Surveyor's Plan Version (9), 03/12/2024, SPEAR Ref: S211915E		REF: 10290/6	VERSION: 9



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 06/11/2025 03:19:09 PM

Status	Registered	Dealing Number	AZ254477N
Date and Time Lodged	11/06/2025 10:55:43 AM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	BJE: S173: 9483802

## APPLICATION TO RECORD AN INSTRUMENT

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

### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

9075/435

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	WHITTLESEA CITY COUNCIL
Address	
Street Number	25
Street Name	FERRES
Street Type	BOULEVARD
Locality	SOUTH MORANG
State	VIC
Postcode	3752

### Additional Details



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

Refer Image Instrument

---

The applicant requests the recording of this Instrument in the Register.

---

### Execution

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

Executed on behalf of	WHITTLESEA CITY COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	11 JUNE 2025

---

### File Notes:

NIL

---

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

Statement End.

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>AZ254477N</b>
Number of Pages (excluding this cover sheet)	<b>12</b>
Document Assembled	<b>06/11/2025 15:19</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.



## Maddocks

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

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

Subject Land: 115 Boundary Road, Wollert

Whittlesea City Council  
and

Eucalypt Property Pty Ltd  
ACN 125 174 236

Interstate offices  
Canberra Sydney



Maddocks

---

## Contents

1.	Definitions.....	2
2.	Interpretation .....	3
3.	Purposes of Agreement.....	4
4.	Agreement required .....	4
5.	Owner's specific obligations .....	4
5.1	Trees to be Retained .....	4
5.2	Tree Protection Measures for Tree 12 and Tree 62.....	4
6.	Owner's further obligations .....	4
6.1	Notice and registration.....	4
6.2	Further actions.....	5
6.3	Council's costs to be paid.....	5
6.4	Interest for overdue money.....	5
7.	Agreement under s 173 of the Act.....	5
8.	Owner's warranties .....	5
9.	Successors in title .....	5
10.	General matters.....	6
10.1	Notices.....	6
10.2	Counterparts .....	6
10.3	No waiver.....	6
10.4	Severability .....	6
10.5	No fettering of Council's powers.....	6
10.6	Inspection of documents.....	6
10.7	Governing law.....	6
10.8	Electronic Execution .....	7
11.	Commencement of Agreement.....	7
12.	Ending of Agreement.....	7



Maddocks

---

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

**Dated** 5/6/2025

---

### Parties

Name	<b>Whittlesea City Council</b>
Address	Civic Centre, Ferres Boulevard, South Morang, Victoria
Short name	<b>Council</b>

Name	<b>Eucalypt Property Pty Ltd ACN 125 174 236</b>
Address	Level 4, 50 Colin Street, West Perth, Western Australia
Short name	<b>Owner</b>

---

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 20 of the Planning Permit.
- D. As at the date of this Agreement, the Subject land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the owner entering into this Agreement.

## The Parties agree

---

### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this deed and includes this deed as amended from time to time.

**Balance Land** means any Lot created upon the registration of a Plan of Subdivision that does not contain the School Site.

**Current Address** means:

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

**Current Email** means:

- (a) for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Development Impact Report** means the report prepared by Axiom Tree Management dated 1 January 2020.

**Lot** means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

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

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

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

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

**Planning Permit** means planning permit no. 719412, as amended from time to time, issued on 16 July 2021, authorising staged multi lot subdivision and buildings and works in a Rural Conservation Zone, Public Acquisition Overlay - Schedule 2 and Land Subject to Inundation Overlay, subdivision adjacent to and creation of access to a road in a Road Zone Category 1, removal of native vegetation, removal and alteration of dry stone walls, use and development of the Subject Land for a display home centre and the creation of reserves and restrictions on the Subject Land in accordance with plans endorsed by Council.

**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

**Plan of Subdivision** means a plan of subdivision showing the subdivision of the Subject Land.

**Precinct Structure Plan** means the *Wollert Precinct Structure Plan (June 2017)* as amended from time to time, being an Incorporated Document in the Planning Scheme.

**School Site** means that part of the Subject Land where the school is located as shown on the Subdivision Layout Plan.

**Subdivision Layout Plan** means the "Urban Design Subdivision Plan" prepared by Urban Design Consulting and endorsed by Council on 18 July 2024.

**Subject Land** means the land situated at 115 Boundary Road, Wollert being the land referred to in certificate of title volume 9075 folio 435 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Tree 12** means the tree which is identified and delineated in the Development Impact Report as Tree 12.

**Tree 62** means the tree which is identified and delineated in the Development Impact Report as Tree 62.

**Tree Protection Measures** means all tree protection and retention measures contained within Appendix 4.4 of the Precinct Structure Plan and the Planning Permit.

**Trees to be Retained** means Tree 12 and Tree 62.

**Works** has the same meaning as in the Act.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and



Maddocks

- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

### 3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 enable the Owner to take the benefit of the Planning Permit;
- 3.2 give effect to the Planning Permit; and
- 3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

### 4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

---

### 5. Owner's specific obligations

The Owner covenants and agrees:

#### 5.1 Trees to be Retained

- 5.1.1 subject to clause 5.1.2, the Owner must not, or must not allow, any Tree to be Retained to be removed, felled, destroyed, lopped, ringbarked, uprooted or otherwise damaged on the Subject Land (**Destruction**);
- 5.1.2 the Owner's obligations in clause 5.1.1 exclude Destruction caused by natural causes outside of the Owner's control, such as fire, flood, earthquake, lightning, storm, or the like;
- 5.1.3 any removal of a Tree to be Retained due to Destruction must only be with the prior written consent of Council.

#### 5.2 Tree Protection Measures for Tree 12 and Tree 62

except with the prior written consent of Council, the Owner must at all times implement and maintain all Tree Protection Measures:

- 5.2.1 at the full cost of the Owner; and
- 5.2.2 to the satisfaction of Council.

---

### 6. Owner's further obligations

#### 6.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.



Maddocks

## 6.2 Further actions

The Owner:

- 6.2.1 must do all things necessary to give effect to this Agreement;
- 6.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 6.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

## 6.3 Council's costs to be paid

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

- 6.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 6.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 6.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

## 6.4 Interest for overdue money

- 6.4.1 The Owner must pay to Council interest in accordance with s 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- 6.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

---

## 7. Agreement under s 173 of the Act

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

---

## 8. Owner's warranties

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

---

## 9. Successors in title

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



Maddocks

- 9.1 give effect to this Agreement; and
- 9.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**10. General matters**

**10.1 Notices**

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

- 10.1.1 personally on the other Party;
- 10.1.2 by leaving it at the other Party's Current Address;
- 10.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 10.1.4 by email to the other Party's Current Email.

**10.2 Counterparts**

This Agreement may be executed in counterparts, all of which taken together constitute one document.

**10.3 No waiver**

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

**10.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**10.5 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**10.6 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**10.7 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.



Maddocks

## 10.8 Electronic Execution

- 10.8.1 Each Party consents to the signing of this Agreement by electronic means. The Parties agree to be legally bound by this Agreement signed in this way.
- 10.8.2 Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

---

## 11. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

---

## 12. Ending of Agreement

- 12.1 This Agreement ends on the Balance Land upon the registration of a Plan of Subdivision creating the School Site and will remain on any Lot containing the School Site.
- 12.2 Once this Agreement has ended on the Balance Land Council will, as soon as practicable following the ending of this Agreement on the Balance Land, and at the request and cost of the Owner of the Balance Land, execute all documents necessary to make an application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register from the Balance Land.



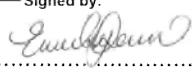
Maddocks

## Signing Page

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

**Signed, Sealed and Delivered** by the Manager)  
Building and Planning on behalf of **Whittlesea**  
**City Council** pursuant to the power delegated  
to them by an Instrument of Delegation in the  
presence of:

Signed by:  Ricardo Ramos  
Delegate 3E59489762E5447

Signed by:  Emily Lam  
Witness 23E203BAE0074B0...

This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000*.



Maddocks

**Signed sealed and delivered for EUCALYPT  
PROPERTY PTY LTD ACN 125 174 236** by its  
attorneys under a power of attorney dated )  
23 February 2022 )  
..... )  
(insert date of power of attorney) )  
(who has no notice of revocation of that power of )  
attorney as at the date of signature) in the presence of:)

Signed by:  
  
.....  
977FA3B4BF084C1  
Signature of witness  
James Mitchell


.....  
Print full name of witness

Signed by:  
  
.....  
977FA3B4BF084C1  
Signature of witness  
James Mitchell

.....  
Print full name of witness

Signed by:  
  
.....  
0B409A5AD61B436  
Signature of attorney  
James Bovell

.....  
Print full name of attorney

Signed by:  
  
.....  
9A0E53C05E3C47F  
Signature of attorney  
Ryan Beer

.....  
Print full name of attorney

This document was witnessed by audio visual link in accordance with the requirements of s12 of  
the *Electronic Transactions (Victoria) Act 2000*.



**FORM 2**

**Building Act 1993**  
Building Regulations 2018 - Regulation 37(1)  
**Building Permit No. CBS-U 66127/8332324812370**

**Issue to**

Agent of Owner: **Amandeep Verma**  
Postal Address: **1 Winston Street, LALOR VIC**  
Email: [ronnie\\_doa@yahoo.com](mailto:ronnie_doa@yahoo.com)

Address for serving or giving of documents:

**1 Winston Street, LALOR VIC**  
Contact Person: **Amandeep Verma**

Postcode: **3075**  
Telephone: **0411 795 293**

Postcode: **3075**  
Telephone: **0411 795 293**

**Ownership Details**

Owner: **Amandeep Verma**  
Postal Address: **1 Winston Street, LALOR VIC**  
Email: [ronnie\\_doa@yahoo.com](mailto:ronnie_doa@yahoo.com)  
Contact Person: **Amandeep Verma**

Postcode: **3075**  
Telephone: **0411 795 293**

**Property Details**

Number: **5** Street/Road: **Mahogany Drive** Suburb: **Wollert** Postcode: **3750**  
Lot/s: **680** LP/PS: **916557R** Volume: **12637** Folio: **165**  
CA: **N/a** Section No: **18** Parish: **Wollert** County: **N/a**  
Municipal District: **City of Whittlesea**

**Builder**

Name: **Barnala Networking Solutions Pty Ltd**  
Telephone: **0413 925 389**  
Registration no.: **CDB-U 71570** **Domestic Builder - Unlimited**  
Postal Address: **13 Sherwin Street, WHITTLESEA VIC**  
Postcode: **3757**

This builder is specified under section 24B [4] of the Building Act 1993 for the building work to be carried out under this permit.

**Building practitioner or architect engaged to prepare documents for this permit**

Name	Category/class	Registration Number
Huu Nam Tran Dang	Draftsperson - Building Design (Architectural)	DP-AD 65315
Dobrica Milicevic	Engineer - Civil	PE0001070

**Details of Domestic Building Work Insurance**

Name of Builder: **Barnala Networking Solutions Pty Ltd**  
Name of Issuer or Provider: **Bovill Risk & Insurance Consultants Pty Ltd**  
Policy Number: **C1019279**  
Policy cover: **\$300,000.00**

**Nature of Building Work**

Construction of a Single Storey Dwelling & Associated Garage (Only)  
Storeys contains: **1**  
Version of BCA applicable to permit: **BCA VOL 2 2022**  
Stage of Building Work Permitted: **Entire - Dwelling & Garage**  
Cost of Building Work: **\$250,000.00**  
Total floor area of new building work m<sup>2</sup>: **191**

**BCA Classification**

Part of Building: **Dwelling** Class: **1a(a)**  
Part of Building: **Associated Garage** Class: **10a**

**Prescribed Reporting Authorities**

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	City of Whittlesea

**Protection Work**

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

**Inspection Requirements**

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

**Occupation or User of Building:** An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the building in relation to which the building work is carried out.

**Commencement and Completion**

This building work must commence by 02 December 2026

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

This building work must be completed by 02 December 2027

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

**Conditions and required Certificates**

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

**Relevant Building Surveyor**

Name: **Opes Permits Pty Ltd**  
 Address: **PO BOX 2042, Oak Park VIC 3046**  
 Email: [admin@opesbs.com.au](mailto:admin@opesbs.com.au)  
 Building practitioner registration no.: **CBS-U 66127**  
 Municipal district: **City of Whittlesea**

**Designated Building Surveyor**

Name: **Mehmet Yuksel**  
 Permit no.: **CBS-U 66127/8332324812370**  
 Building practitioner registration no.: **BSU-44430**  
 Date of issue of permit: **02 December 2025**  
 Signature:



## Domestic Building Insurance

## Certificate of Insurance

**AMANDEEP VERMA**

1 Winston St  
LALOR  
VIC 3075

Policy Number:  
**C1019279**

Policy Inception Date:  
**01/12/2025**

Builder Account Number:  
**427245**

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, the Victorian Building Authority trading as Building and Plumbing Commission, in respect of the domestic building work described below.

### Policy Schedule Details

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

At the property: **5 Mahogany Dr WOLLERT VIC 3750 Australia**

Carried out by the builder: **BARNALA NETWORKING SOLUTIONS PTY LTD**

Builder ACN: **600863830**



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 Victorian Building Authority trading as Building and Plumbing Commission. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **AMANDEEP VERMA**

Pursuant to a domestic building contract dated: **06/11/2025**

For the contract price of: **\$ 250,000.00**

Type of Cover: **Cover is only provided if BARNALA NETWORKING SOLUTIONS 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 Victorian Building Authority trading as Building and Plumbing Commission immediately on 1300 067 088 or email [dbi@bpc.vic.gov.au](mailto:dbi@bpc.vic.gov.au)

### IMPORTANT

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

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



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

### Period of Cover

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

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

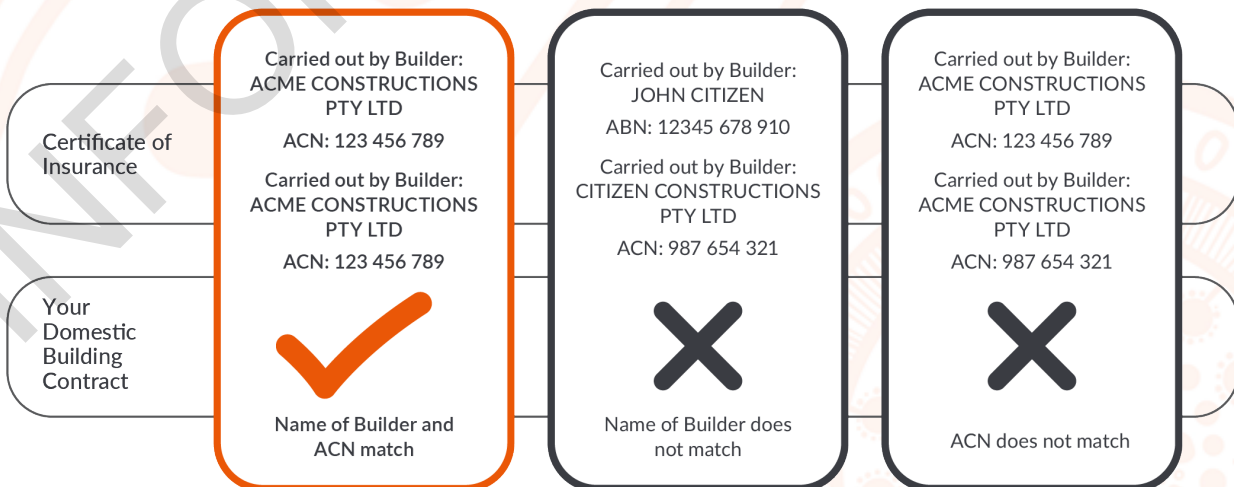
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by the Victorian Building Authority trading as Building and Plumbing Commission

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$3,110.00
GST:	\$311.00
Stamp Duty:	\$273.68
<b>Total:</b>	<b>\$3,694.68</b>

If the information on the certificate does not match exactly what is on your domestic building contract, please contact the Victorian Building Authority trading as Building and Plumbing Commission on 1300 067 088 Below are some examples of what to look for:



18 NOVEMBER 2025

# WORKING DRAWINGS

PROPOSED SINGLE STOREY DWELLING

**JOB NUMBER:**  
#20814

**SUBJECT SITE:**  
LOT 680, NO.5 MAHOGANY DRIVE, WOLLERT 3750

**CLIENT NAME:**  
BARNALA DESIGNER HOMES

HUU NAM TRAN DANG  
DP-AD 65375

MOB: 0412 223 771  
EMAIL: NAM@PROJECTD.COM.AU

## PROJECT D



THIS DOCUMENT IS THE SUBJECT OF -  
BUILDING PERMIT NUMBER : CBS-U 66127633232481237  
ISSUED DATE : 02/12/2025

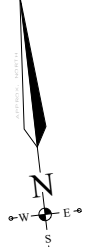
INSPECTIONS EMAIL: ADMIN@PESBS.COM.AU  
OFFICE UNITS: WOLLERT - FRIDAY HAVEN - SPIN - BOJ BOULAZER



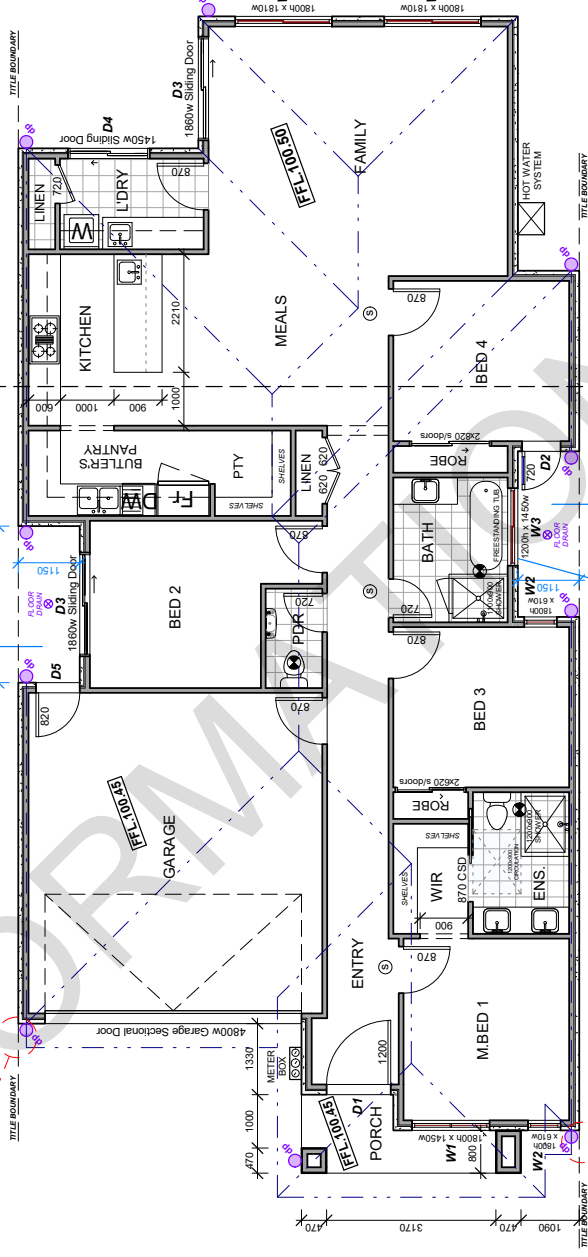
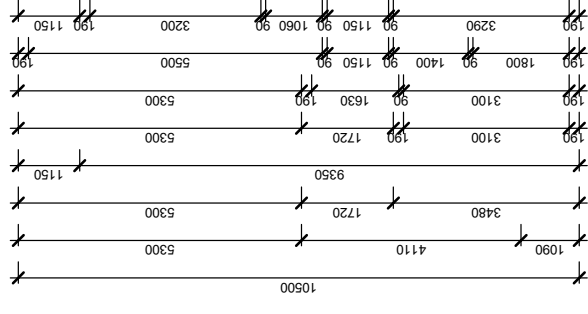
**NOTE:**  
Smoke detectors to be located as shown on drawings and being of type installed as required by the Australian Standard 3786.

③ Smoke detector  
⊙ Exhaust fans

All Smoke Detectors are to be *maintained* in accordance with part 9.2 Fire Separation of External Walls



**PROVIDE NON-COMBUSTIBLE MATERIAL TO BAYES WITH MINIMUM FRL OF 60/60/60**

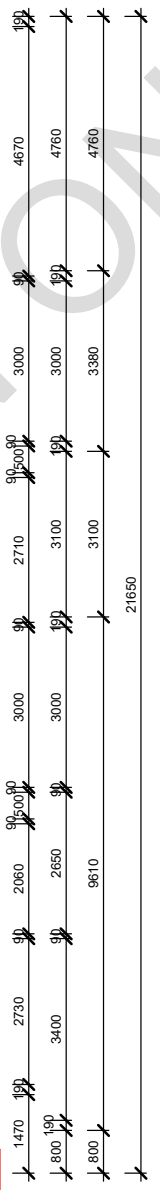


**NOTE:**  
ALL FIRE RATED MEMBRANE MUST COMPLY WITH AS4200.1 AND BE INSTALLED IN ACCORDANCE WITH AS4200.2 AS PER 10.8 NCC 2022 VOL.2 FOR CONDENSATION MANAGEMENT.

**NOTE:**  
ALL EXHAUST FANS IN BATHROOMS MUST ACHIEVE MIN 25 L/s FLOW RATE. KITCHEN RANGEHOODS TO ACHIEVE 40 L/s. ALL EXHAUST FANS TO DISCHARGE DIRECTLY OUTSIDE AND NOT INTO ROOF SPACE.

**PROVIDE NON-COMBUSTIBLE MATERIAL TO BAYES WITH MINIMUM FRL OF 60/60/60**

**ALL WINDOWS BEHIND BATHTUBS TO BE GRADE-A GLAZING AS PER 8.4.6 OF THE BCA**



**NOTE:**  
TEMPORARY DOWN PIPES DURING CONSTRUCTIONS CONNECTION TO UNDERGROUND STORM WATER SYSTEM.

**NOTE:**  
PROVIDE LIFT OFF HINGES TO DOORS IF WITHIN 1.2m FROM EDGE OF SANITARY PAN TO DOOR HINGE.

**NOTE:**  
PERIMETER FLASHING AT FLOOR LEVEL OPENINGS IN WET AREAS PER 4.9 OF AS3740/2021

**NOTE:**  
PROVIDE RECESS IN SLAB TO ALL SHOWER BASES.

**NOTE:**  
ALL GLAZING MUST COMPLY WITH AS1288 AND AS2047.

**NOTE:**  
ALL FRAME OPENINGS TO BE AT 2.1m HEAD HEIGHT FROM FFL UNLESS NOTED DIFFERENTLY.

**NOTE:**  
BEAMS / LINTELS WHICH ARE NOT SPECIFIED ON PLANS SHOULD BE REFERRED TO STRUCTURAL ENGINEERS DRAWINGS OR TO BE DESIGNED AND NOMINATED BY TRUSS MANUFACTURER.

**CJ - CONTROL JOINTS AT 5.0 METRES MAX CENTRES**

# GROUND FLOOR PLAN

scale 1:100

CLIENT SIGNATURE:	
DATE:	

Project number	Job #20814
Date	November 2025
Drawn by	NDT
Scale	1 : 100

CLIENT  
**Barnala Designer Homes**

SUBJECT SITE  
Lot 680, No. 5 Mahogany Drive  
WOLLERT 3750

AREA SCHEDULE	
BUILDING COVERAGE:	72.5 %
GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.9 SQ.</b>

**GENERAL NOTES:**

- All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS1288.
- Levels at approx 5.0 M c/c max elevators as per A.S. 3786
- SUREMENTS & LEVELS TO BE CHECKED AT CONSTRUCTION BY BUILDER OR OWNER.
- IGHT - THESE PLANS BELONG TO [NAME] AND ARE NOT TO BE COPIED OR SOLD.

**Opes**  
BUILDING SOLUTIONS

**THIS DOCUMENT IS THE SUBJECT OF -**  
BUILDING PERMIT NUMBER: CBS-U 66127833232481233  
ISSUED DATE: 02/12/2025

INSPECTIONS: EMAIL: ADMIN@OPES.COM.AU  
OFFICE: WOLLERT - RIBBY PAN - 5PM - 8PM (9AM - 4PM)

EMAIL: NAM@PROJECT









**NOTE:**  
IT IS THE BUILDERS RESPONSIBILITY TO ESTABLISH THE FINISHED FLOOR LEVELS AND FINISH WALL HEIGHTS IN RELATION TO THE RELEVANT GROUND LEVELS DURING SETOUT AND BEFORE ANY EXCAVATION WORKS ARE UNDERTAKEN SO AS TO ENSURE THAT ALL DESIGN ASSUMPTIONS ARE FULLY REALIZED IN PRACTICE AND COMPLY WITH THE RELEVANT BUILDING CODES AND SITING REQUIREMENTS.

**NOTE:**  
SHOULD ANY DISCREPANCY BETWEEN STRUCTURAL AND ARCHITECTURAL DRAWINGS BE NOTED WITH REGARDS TO LOCATIONS AND DIMENSIONS THE BUILDER IS TO NOTIFY THE DRAFTING OFFICE TO SEEK CLARIFICATION.

**NOTE:**  
WEEPHOLES MUST BE CREATED IN THE COURSE IMMEDIATELY ABOVE ANY DPC OR FLASHING AT CENTRES NOT EXCEEDING 1.2m.

### BUSHFIRE REQUIREMENTS BAL 12.5

Walls thick (Nom) fibre cement sheet inlets above side and rear elevation windows and doors.  
- All lightweight clad areas (where included) to be minimum 4.5mm thick fibre cement based product.  
- Slated or weatherwrap to walls to remain.  
- Provide stainless steel mesh to weepholes  
- All joints in the external surface material of walls shall be covered, sealed, overlapped, backed or but-jointed to prevent gaps greater than 3mm.

**Windows**  
- Provide a minimum of 4mm toughened glass to windows and sidelights within 400mm of a horizontal surface. Note: external pane of double glazed windows to be a minimum of 4mm toughened. Note: laminated glass does not comply.  
- Provide aluminium framed screens with aluminium mesh to all operable windows (openable where applicable). Note: this item includes aluminium framed screens to operable timber windows or double glazing.  
- All window and door hardware to be made of metal. Note: no plastic rollers to windows or double glazing.

**External Doors**  
- Provide a minimum of 4mm toughened glass to glazed bi-fold doors and sliding doors. Note: Laminated glass does not comply.  
- Weathertips to the bottom of external hinged doors (this only applies to doors that do not have a fully sealed frame).  
- Timber garage doors and/or window panels do not comply.  
- Where screens are provided to sliding doors they are to have a minimum aperture of 2mm, made of corrosion-resistant steel, bronze or aluminium.

**Roofing**  
- Provide roof sarking to entire roof area including the ridge and extend into gutters and valleys.  
- Provide colorbond whirly bird with ember guards to roof.  
- Provide anti-poining boards to perimeter of roof area. Note: this item applies to tiled roofs with a fully sealed frame.  
- Provide storm seal to roof valleys. Note: this item applies to tiled roof only.  
- Provide aluminium framed screens with aluminium mesh to all operable windows (openable where applicable). Note: this item includes aluminium framed screens to operable timber windows or double glazing.  
- The roof/wall junction shall be sealed to prevent openings greater than 3mm.

**Roof Penetrations**  
- Provide upgrade to standard chromagon solar hot water unit (Gas or Electrical) to comply with bushfire requirements (BAL 12, BAL 19 and BAL 23) including:  
- Concrete slab to hot water unit.  
- Solar and temperature resistant solar ducts (isolated) in lieu of standard ducts.  
- Solar and temperature resistant solar ducts (isolated) in lieu of standard ducts.  
- If a gas booster has been provided replace the flexible connector between the tank and the booster with half-inch copper line.  
- Protective housing to the pump and controller.  
- Solar collectors to be sealed at the roof to prevent gaps greater than 3mm.  
- All water and gas connectors to be metal.

**Eaves, Linings, Fascias & Gables**  
- Standard PVC strips to eaves to remain (where included)  
- Gables to be lined with a minimum 4.5mm thick (Nom) fibre cement sheet.

**Gutters & Downpipes**  
- Box gutters (where included) must be metal with metal flashings

**Water & Gas Supply Pipes**  
- Standard PVC strips to eaves to remain (where included)  
- Copper water line connection to house  
- Metal gas line connection to gas meter.

**GENERAL NOTES:**  
- All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS1288.  
- Units at approx 5.0 M c/s max  
- Selectors as per A.S. 3786

**SUREMENTS & LEVELS TO BE CHECKED**  
**STRUCTION BY BUILDER OR OWNER.**  
**IGHT - THESE PLANS BELONG TO**  
**ND ARE NOT TO BE COPIED OR SOLD.**

AREA SCHEDULE	
BUILDING COVERABLE 72.5 %	
GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.5 SQ.</b>

**CLIENT**  
**Barnala Designer Homes**  
**SUBJECT SITE**  
**Lot 680, No. 5 Mahogany Drive**  
**WOLLERT 3750**

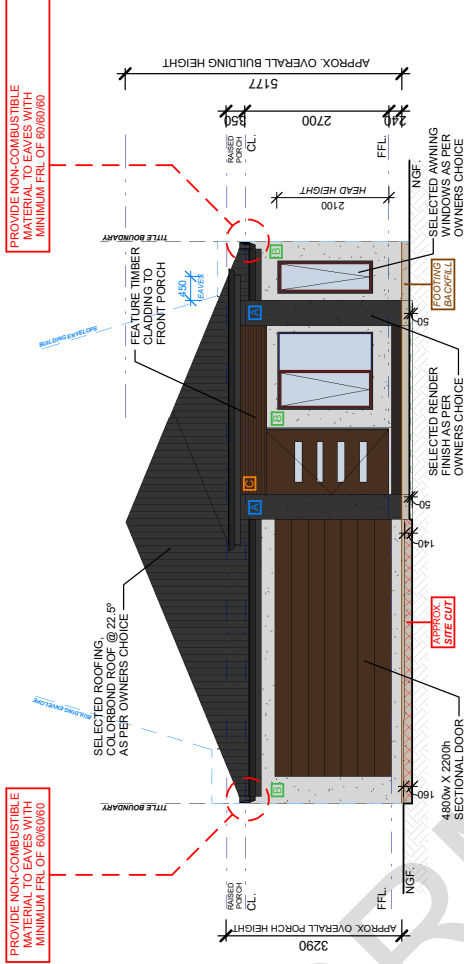
**CLIENT SIGNATURE:**  
**DATE:**  
**Project number** Job #20814  
**Date** November 2025  
**Drawn by** NDT  
**Scale** 1 : 100  
**HUU/NAM TRAN/DANG** DP-AD 65976

**FRONT FACADE CALCULATIONS**

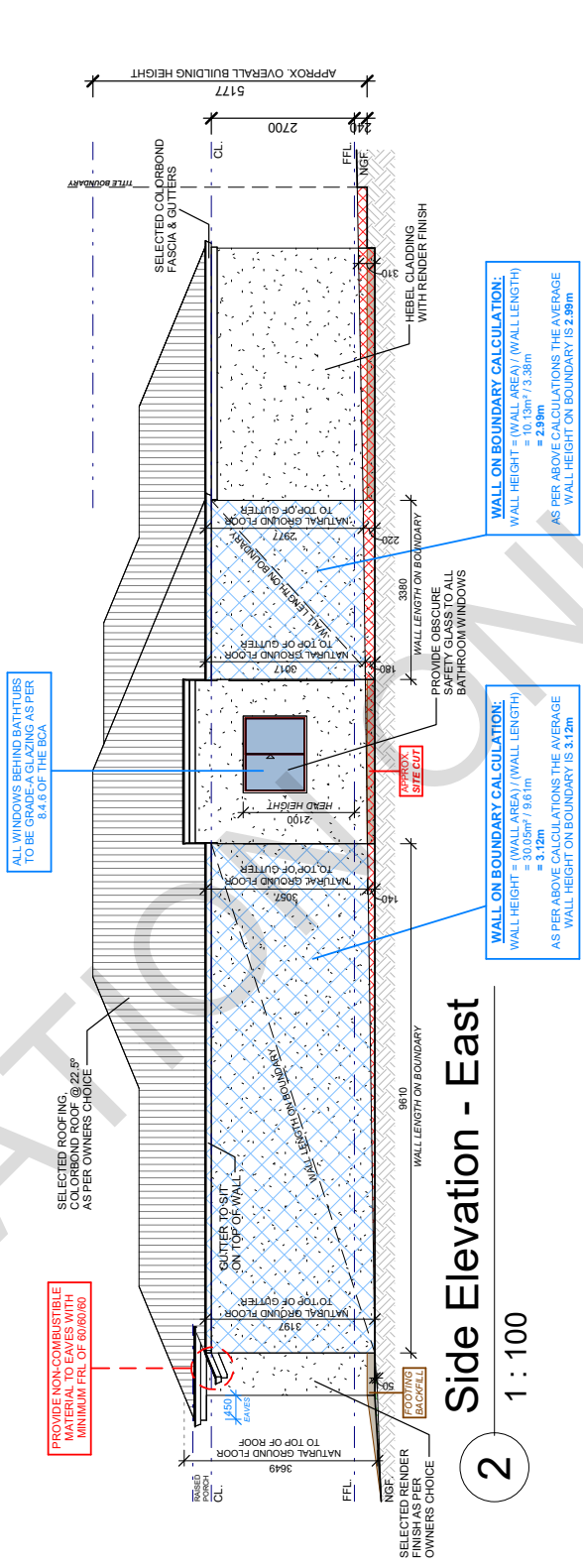
<b>TOTAL FRONT WALL</b> = 11.66 m <sup>2</sup> (EXCLUDING OPENINGS)
A RENDER (MONUMENT) = 2.85 m <sup>2</sup> = 24.4%
B RENDER (LEXICON QUARTER) = 7.25 m <sup>2</sup> = 62.2%
C TIMBER CLADDING = 1.56 m <sup>2</sup> = 13.4%

AS PER ABOVE CALCULATIONS THERE IS A MINIMUM OF 30% RENDER COVER AND FEATURE MATERIALS TO THE FRONT FACADE

**NOTE:**  
ENSURE EXTERNAL WINDOWS OR DOORS DO NOT CONTAIN LEADLIGHT OR STAINED-GLASS FEATURES.



**Front Elevation - South**  
1 : 100



**Side Elevation - East**  
1 : 100



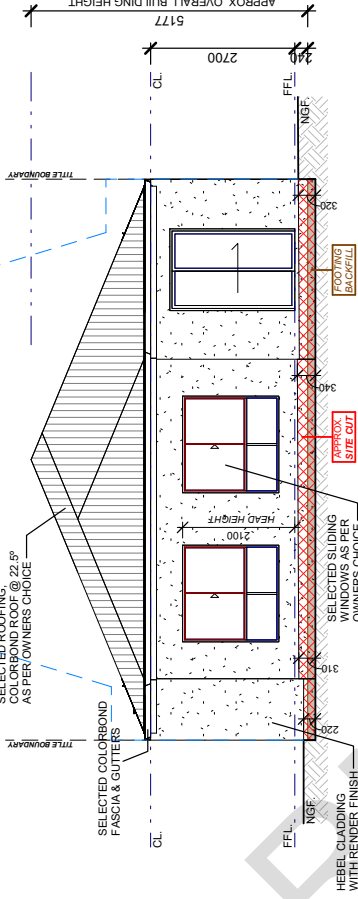
EMAIL: NAM@PROJECT



**THIS DOCUMENT IS THE SUBJECT OF -**  
**BUILDING PERMIT NUMBER: CBS-U 6612783232481233**  
**ISSUED DATE: 02/12/2025**

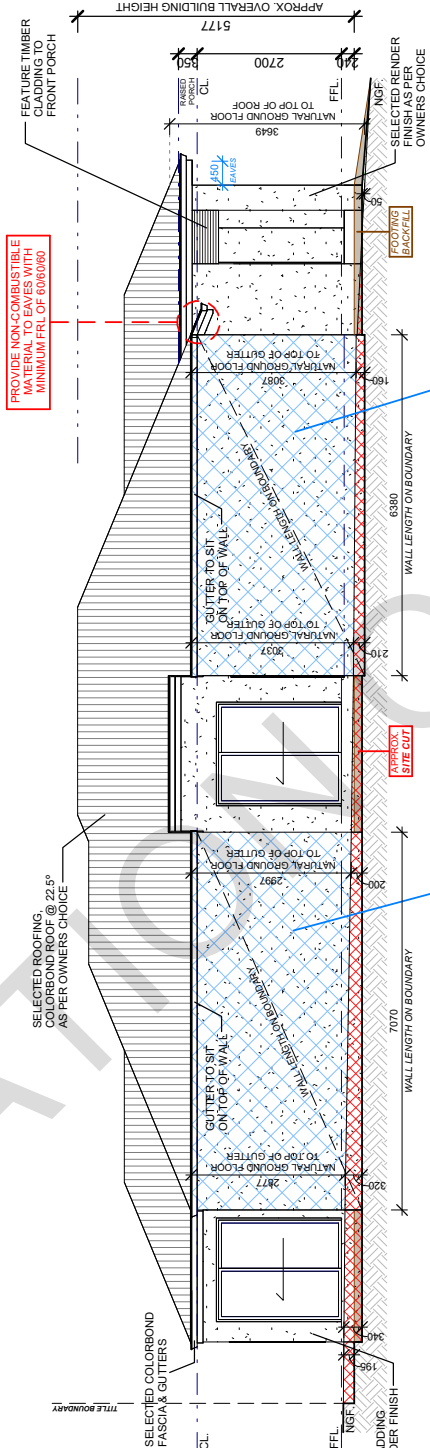
INFORMATION: EMAIL: ADMIN@OPES.COM.AU  
OFFICE: WOLLERT - RIBBY FAN - 59H - 801 804 1442

**NOTE:**  
ENSURE EXTERNAL WINDOWS OR DOORS DO NOT CONTAIN LEADLIGHT OR STAINED-GLASS FEATURES.



## Rear Elevation - North

1 : 100



## Side Elevation - West

2 : 100

**NOTE:**  
IT IS THE BUILDERS RESPONSIBILITY TO ESTABLISH THE FINISHED FLOOR LEVELS AND FINISHED WALL HEIGHTS IN RELATION TO THE RELEVANT GROUND LEVELS DURING SETOUT AND BEFORE ANY EXCAVATION WORKS ARE UNDERTAKEN SO AS TO ENSURE THAT ALL DESIGN ASSUMPTIONS ARE FULLY REALIZED IN PRACTICE AND COMPLY WITH THE RELEVANT BUILDING CODES AND SITING REQUIREMENTS.

**NOTE:**  
SHOULD ANY DISCREPANCY BETWEEN STRUCTURAL AND ARCHITECTURAL DRAWINGS BE NOTED WITH REGARDS TO LOCATIONS AND DIMENSIONS THE BUILDER IS TO NOTIFY THE DRAFTING OFFICE TO SEEK CLARIFICATION.

**NOTE:**  
WEEP HOLES MUST BE CREATED IN THE COURSE IMMEDIATELY ABOVE ANY DPC OR FLASHING AT CENTRES NOT EXCEEDING 1.2m.

**BUSHFIRE REQUIREMENTS BAL 12.5**  
Walls thick (Nom) fibre cement sheet infills above side and rear elevation windows and doors.  
- All lightweight clad areas (where included) to be minimum 4.5mm thick fibre cement based product.  
- Slats and weatherwrap to walls to remain.  
- Provide stainless steel mesh to weepholes.  
- All joints in the external surface material of walls shall be covered, sealed, overlapped, backed or but-jointed to prevent gaps greater than 3mm.

**Windows**  
Provide a minimum of 4mm toughened glass to windows and sidelights within 400mm of a horizontal surface. Note: external pane of double glazed windows to be a minimum of 4mm toughened. Note: laminated glass does not comply.  
- Provide aluminium framed screens with aluminium mesh to all operable windows (openable where applicable).  
- All window and door hardware to be made of metal. Note: no plastic rollers to windows or double glazing.

**External Doors**  
Provide a minimum of 4mm toughened glass to glazed bi-fold doors and sliding doors. Note: Laminated glass does not comply.  
- Weatherstrips to the bottom of external hinged doors (this only applies to doors that do not have a fully sealed frame).  
- Timber garage doors and/or window panels do not comply.  
- Where screens are provided to sliding doors they are to have a minimum aperture of 2mm, made of corrosion-resistant steel, bronze or aluminium.

**Roofing**  
Provide roof sarking to entire roof area including the ridge and extend into gutters and valleys.  
- Provide colorbond whirly bird with ember guards to roof.  
- Provide anti-poining boards to perimeter of roof area. Note: this item applies to tiled roofs.  
- Provide storm seal to roof valleys. Note: this item applies to tiled roof only.  
- Provide a metal roof.  
- The roof/wall junction shall be sealed to prevent openings greater than 3mm.

**Roof Penetrations**  
Provide upgrade to standard chromagum solar hot water unit (Gas or Electrical) to comply with bushfire requirements (BAL 12, BAL 19 and BAL 29) including:  
- Concrete slab to hot water unit.  
- Temperature resistant solar ducts (bitadisk) in lieu of standard ductile.  
- Solar water tank to be protected with half-rich copper line.  
- If a gas booster has been provided replace the flexible connector between the tank and the booster with half-rich copper line.  
- Protective housing to the pump and controller.  
- Solar collectors to be sealed at the roof to prevent gaps greater than 3mm.  
- All water and gas connectors to be metal.

**Eaves, Linings, Facias & Gables**  
Standard PVC slits to eaves to remain (where included).  
- Gables to be lined with a minimum 4.5mm thick (Nom) fibre cement sheet.

**Gutters & Downpipes**  
- Box gutters (where included) must be metal with metal flashings.

**Water & Gas Supply Pipes**  
- Copper water line connection to house.  
- Copper water line connection to house.  
- Metal gas line connection to gas meter.

**GENERAL NOTES:**

- \*All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS 1288.
- Units at approx 5.0 M c/s max
- Electors as per A.S. 3786

**SURUMENTS & LEVELS TO BE CHECKED STRUCTION BY BUILDER OR OWNER.**

**IGHT - THESE PLANS BELONG TO AND ARE NOT TO BE COPIED OR SOLD.**

**AREA SCHEDULE**

GROUND	BUILDING COVERASEL	%
GROUND	151.07 m <sup>2</sup>	72.5 %
GARAGE	35.37 m <sup>2</sup>	
PORCH	4.44 m <sup>2</sup>	
<b>TOTAL</b>	<b>190.88 m<sup>2</sup></b>	<b>20.5 SQ.</b>

**CLIENT**  
**Barnala Designer Homes**

**SUBJECT SITE**  
Lot 680, No.5 Mahogany Drive  
WOLLERT 3750

**Elevations**

Project number	Job #208 14
Date	November 2025
Drawn by	NDT
Scale	1 : 100

**CLIENT SIGNATURE:**  
DATE: 5 OF 20

HUU/NAM TRAN DANG DP-AD 65976

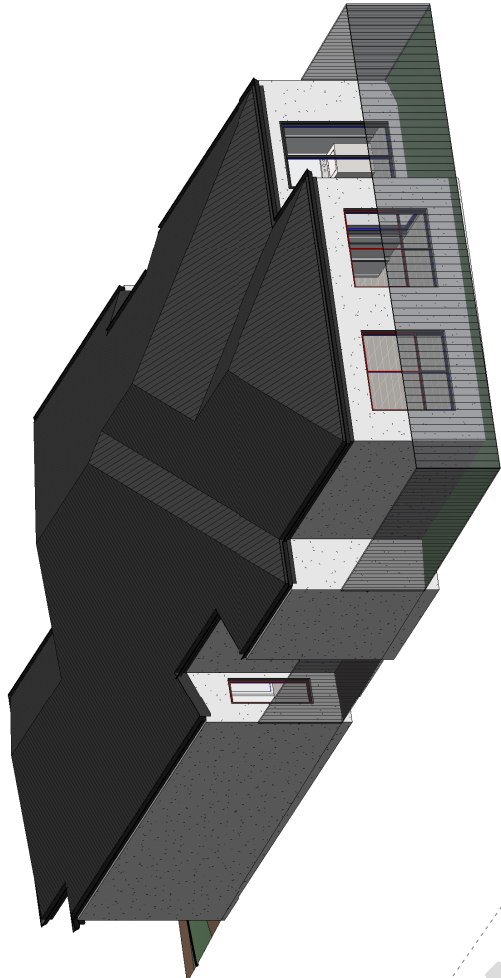
**APF**

**Opes**  
BUILDING SOLUTIONS

**THIS DOCUMENT IS THE SUBJECT OF -**  
BUILDING PERMIT NUMBER: CBS-U 6612783232481233  
ISSUED DATE: 02/12/2025

INFORMATIONS: EMAIL: ADMIN@OPES.COM.AU  
OFFICE: WOLLERT - RIBBY PAK - 501 804 442

EMAIL: NAM@PROJECT



North-East Elevation

2



South-West Elevation

1

**NOTE:**  
 3D ELEVATIONS TO BE USED FOR PRESENTATIONAL PURPOSES ONLY. REFER TO PLANS FOR ALL CONSTRUCTION DETAILS.

INFORMATION ONLY

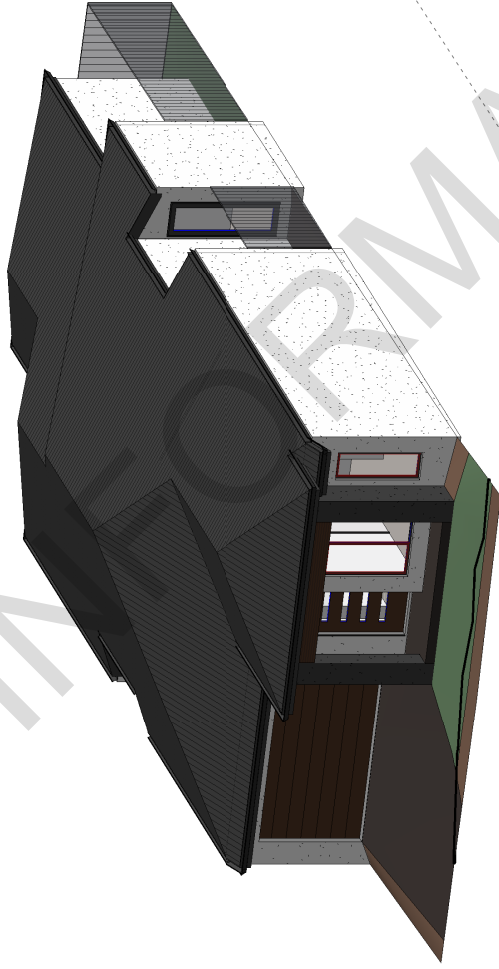
CLIENT		3D Elevations		CLIENT SIGNATURE:	
Barnala Designer Homes		Project number	Job #20814	DATE:	
SUBJECT SITE		Date	November 2025	5a OF 20	
Lot 680, No. 5 Mahogany Drive		Drawn by	NDT	HUU/NAM TRAN DANG DP-AD 65916	
WOLLERT 3750		Scale			

<b>AREA SCHEDULE</b>	
BUILDING COVERABLE: 72.2 %	
GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.9 SQ.</b>

**GENERAL NOTES:**  
 \*All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS1288. Units at approx 5.0 M c/c max. Defectors as per A.S. 3786  
 SURVEYMENTS & LEVELS TO BE CHECKED STRUCTION BY BUILDER OR OWNER.  
 LIGHT - THESE PLANS BELONG TO AND ARE NOT TO BE COPIED OR SOLD.

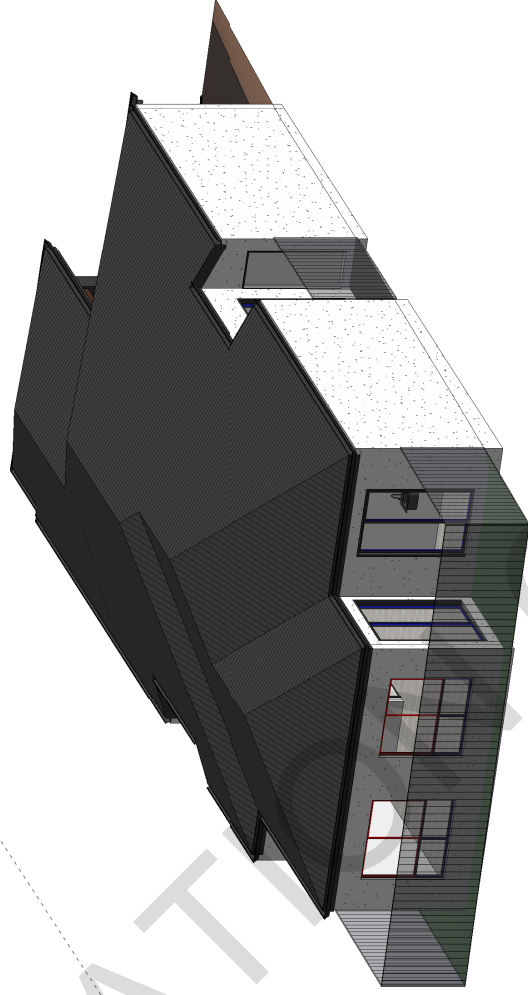
**Opes**  
 BUILDING SOLUTIONS  
 THIS DOCUMENT IS THE SUBJECT OF -  
 BUILDING PERMIT NUMBER : CBS-U 66127833232481237  
 ISSUED DATE : 02/12/2025  
 INSPECTIONS EMAIL: ADMIN@PESS.COM.LAU  
 OFFICE UNITS: MONMAY - PHU MY PHU - SPH - B01 B04-L42

**APR**  
 EMAIL: NAM@PROJECT



South-East Elevation

1



North-West Elevation

2

**NOTE:**  
3D ELEVATIONS TO BE USED FOR PRESENTATIONAL PURPOSES ONLY. REFER TO PLANS FOR ALL CONSTRUCTION DETAILS.

**GENERAL NOTES:**  
\*All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS1288. Units at approx 5.0 M c/c max. Refer to drawings for all details as per A.S. 3786  
**SUREMENTS & LEVELS TO BE CHECKED BY BUILDER OR OWNER.**  
RIGHT - THESE PLANS BELONG TO [REDACTED] AND ARE NOT TO BE COPIED OR SOLD.

AREA SCHEDULE	
BUILDING COVERABLE: 72.5 %	
GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.9 SQ.</b>

CLIENT  
**Barnala Designer Homes**  
SUBJECT SITE  
Lot 680, No. 5 Mahogany Drive  
WOLLERT 3750

3D Elevations  
Project number Job #20814  
Date November 2025  
Drawn by NDT  
Scale

CLIENT SIGNATURE:  
DATE:  
5b OF 20  
HUU/NAM TRAN DANG DP-AD 65916



EMAIL: NAM@PROJECT



THIS DOCUMENT IS THE SUBJECT OF -  
BUILDING PERMIT NUMBER : CBS-U 66127633232481237  
ISSUED DATE : 02/12/2025

INSPECTIONS EMAIL: ADMIN@OPES.COM.AU  
OFFICE: WOLLERT - FRIMBY FARM - SPIN - 3801 BOLA-LAKE



# WINDOW & DOOR SCHEDULE

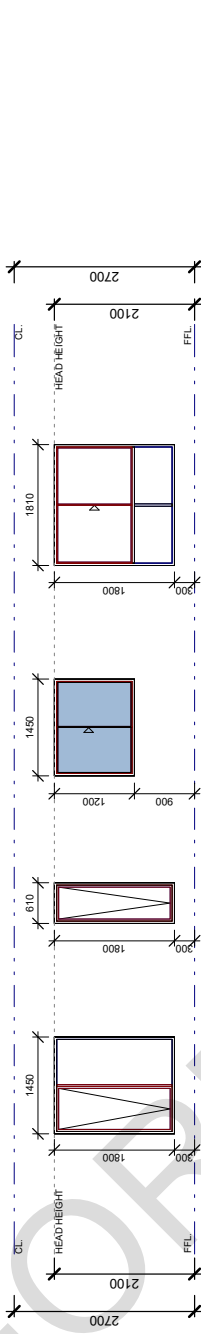
## GLAZING BAND NOTE:

- GLAZING BANDS ARE REQUIRED TO FULL HEIGHT DOORS AND WINDOWS WHICH CAN BE MISTAKEN FOR AN OPENING. MARKING MUST BE IN THE FORM OF AN OPAQUE BAND NOT LESS THAN 20mm IN HEIGHT LOCATED SO THAT:
  - THE UPPER EDGE IS NOT LESS THAN 700mm ABOVE THE FLOOR; AND
  - THE LOWER EDGE IS NOT MORE THAN 1.2m ABOVE THE FLOOR

- A BAND IS NOT REQUIRED WHERE:
  - THE HEIGHT OF THE GLAZING IS NOT MORE THAN 1m;
  - THE WIDTH OF THE GLAZING IS NOT MORE THAN 500mm;
  - THERE IS NO GLAZING WITHIN 700mm OF THE FLOOR

**NOTE:** ALL INTERNAL DOORS TO BE 2340H UNLESS NOTED OTHERWISE.

**NOTE:** ALL GLAZING MUST COMPLY WITH AS1288 AND AS2047.



**W4**  
SLIDING WINDOW

**W3**  
SLIDING WINDOW  
OBSCURE GLASS  
GRADE-A GLAZING

**W2**  
AWNING WINDOW

**W1**  
AWNING WINDOW

**D5**  
HINGED DOOR

**D4**  
SLIDING DOOR

**D3**  
SLIDING DOOR

**D2**  
HINGED DOOR

**D1**  
HINGED DOOR

**NOTE:** All lintel sizes to be checked and compared with engineers specification and sizes recommendation

## WINDOW & DOOR SCHEDULE

NO.	H x W	TYPE	ORIENTATION	QTY
<b>WINDOWS</b>				
W1	1800 x 610	AWNING	NORTH	2
W2	1200 x 1810	SLIDING	WEST	2
W3	1027 x 610	SLIDING	WEST	3
W4	1027 x 1450	SLIDING	SOUTH	1
<b>DOORS</b>				
D1	2340 x 1200	HINGED	NORTH	1
D2	2340 x 1450	SLIDING	WEST	1
D3	2340 x 2133	STACKER	EAST	1
D4	2100 x 820	HINGED	SOUTH	1
D5	2100 x 820	HINGED	SOUTH	1

**NOTE:** - ALL GLAZING TO COMPLY WITH AS-1288 & AS-2047  
 - ALTERNATIVE TIMBER LINTEL IN F27 SEASONED HARDWOOD OR F7 OREGON AS PER TIMBER FRAMING MANUAL  
 - ALL BATHROOM WINDOWS TO BE OBSCURE GLAZING  
 - WINDOWS WHICH REQUIRE OVER-LOOKING PROTECTION TO BE TREATED WITH OBSCURE GLAZING UP TO 1.7m HIGH ABOVE F.F.L., EXTERNAL LOUVERES, ETC. REFER TO ELEVATIONS

**NOTE:** ALL BATHROOM & KITCHEN WINDOWS TO BE 'GRADE-A' GLAZING AS PER 8.4.6 OF THE BCA

**GENERAL NOTES:**  
 - All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas  
 - Doors where required to AS1288, heights at approx 5.0 M c/c max  
 - Refer to drawings for door heights  
 - LEVELS & LEVELS TO BE CHECKED  
 - STRUCTURE BY BUILDER OR OWNER.  
 - LIGHT - THESE PLANS BELONG TO  
 - AND ARE NOT TO BE COPIED OR SOLD.

AREA SCHEDULE	
BUILDING COVERABLE: 72.5 %	
GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.5 SQ.</b>

CLIENT		Window / Door Schedule		CLIENT SIGNATURE:	
<b>Barnala Designer Homes</b>		Project number	Job #20814	DATE:	
SUBJECT SITE		Date	November 2025	6 OF 20	
Lot 680, No. 5 Mahogany Drive		Drawn by	NDT	Scale	
WOLLERT 3750		Scale	1 : 80	HUU/NAM TRAN DANG DP-AD 65916	

**Opes** BUILDING SOLUTIONS

**THIS DOCUMENT IS THE SUBJECT OF -**

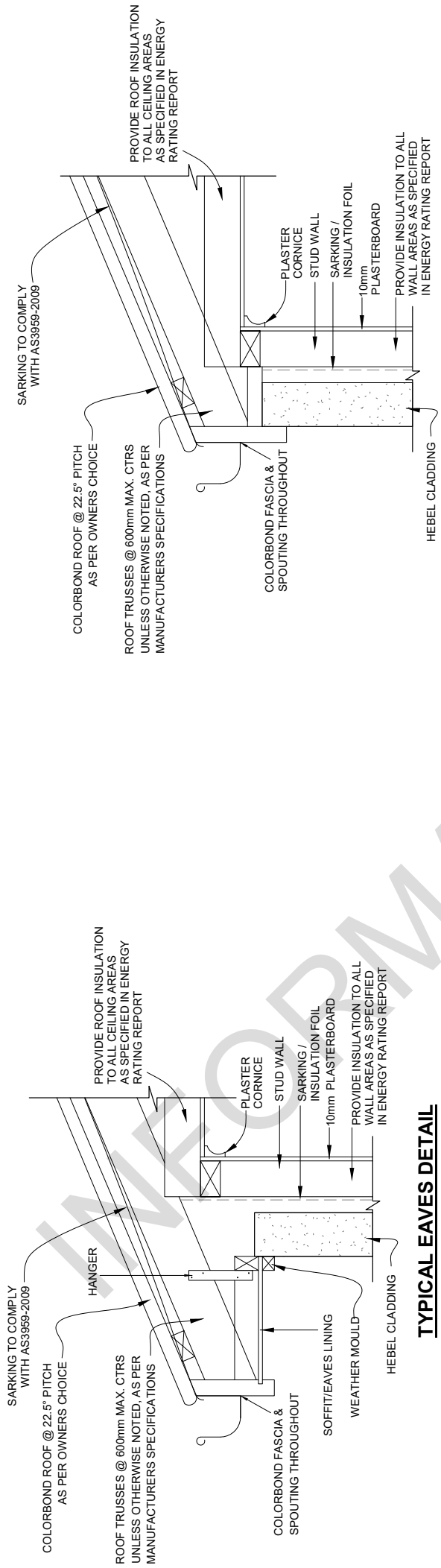
**BUILDING PERMIT NUMBER : CBS-U 66127833232481233**

**ISSUED DATE : 02/12/2025**

INSPECTIONS EMAIL: ADMIN@OPES.COM.AU  
 OFFICE: WOLLERT - FRISBY YAW - SPH - B31 B304-L42

EMAIL: NAM@PROJECT



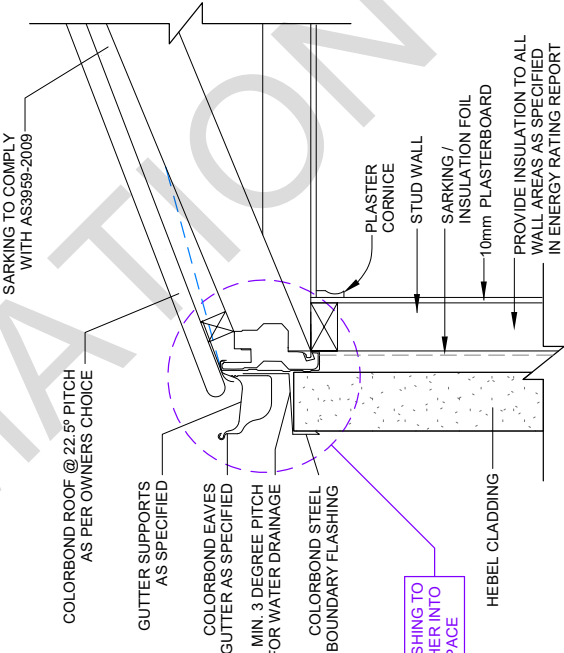


**TYPICAL EAVES DETAIL**

scale 1:10

**TYPICAL NO EAVES DETAIL**

scale 1:10



**TYPICAL GUTTER DETAIL (BOUNDARY WALL)**

scale 1:10

**GENERAL NOTES:**  
 \*All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS 1288. Units at approx 5.0 M c/s max. Deflectors as per A.S. 3786  
 SURVEYMENTS & LEVELS TO BE CHECKED AT CONSTRUCTION BY BUILDER OR OWNER.  
 GHT - THESE PLANS BELONG TO [redacted] AND ARE NOT TO BE COPIED OR SOLD.

**AREA SCHEDULE**  
 BUILDING COVERABLE 72.5 %

GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.5 SQ.</b>

**CLIENT**  
 Barnala Designer Homes

**SUBJECT SITE**  
 Lot 680, No. 5 Mahogany Drive  
 WOLLERT 3750

**Details**

Project number	Job #20814
Date	November 2025
Drawn by	NDT
Scale	1 : 100

**CLIENT SIGNATURE:**  
 DATE: \_\_\_\_\_

**8 OF 20**

HUU/NAM TRAN DANG DP-AD 65916

**Opes BUILDING SOLUTIONS**

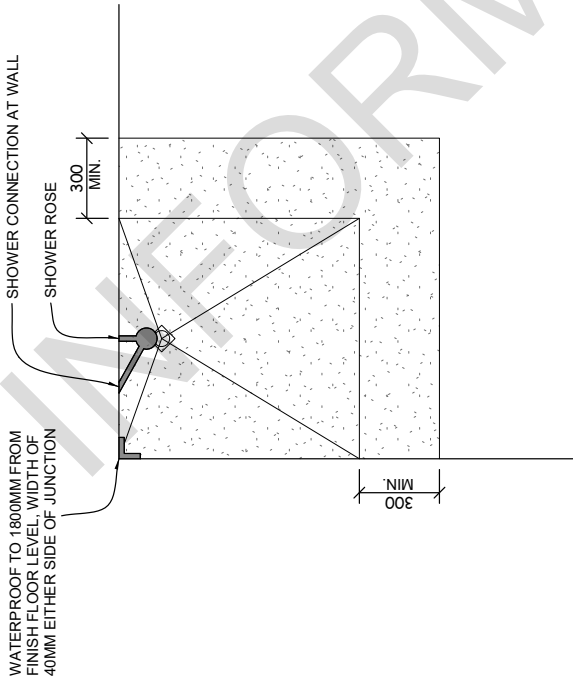
**THIS DOCUMENT IS THE SUBJECT OF -**

**BUILDING PERMIT NUMBER : CBS-U 661278332324812370**

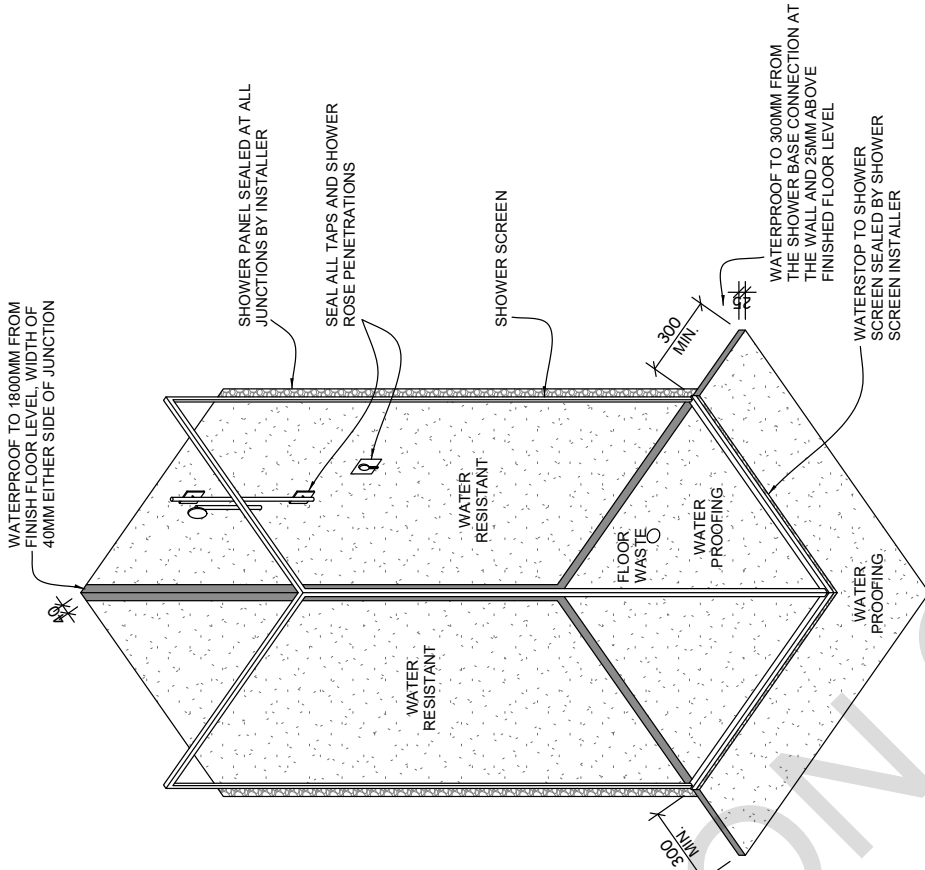
**ISSUED DATE : 02/12/2025**

INSPECTIONS EMAIL: ADMIN@OPES.COM.AU  
 OFFICE: MORNINGTON - FRIDAY HAVEN - SPIN - BODI BODI LAKE

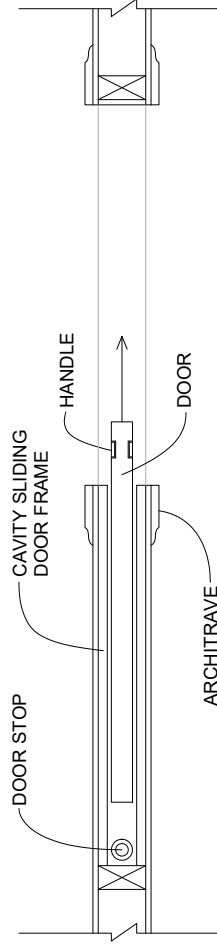
EMAIL: NAM@PROJECT



**PLAN VIEW**  
**WET AREA WATERPROOFING DETAIL**  
 SCALE 1:20



**ISOMETRIC VIEW**  
**WET AREA WATERPROOFING DETAIL**  
 SCALE 1:20



**TYPICAL CAVITY SLIDING DOOR DETAIL**  
 NOT TO SCALE

**GENERAL NOTES:**

- \*All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS 1288.
- Units at approx 5.0 M c/s max
- Refer to drawings for details as per A.S. 3786
- SURFMENTS & LEVELS TO BE CHECKED STRUCTION BY BUILDER OR OWNER.
- RIGHT - THESE PLANS BELONG TO [Redacted] AND ARE NOT TO BE COPIED OR SOLD.

**AREA SCHEDULE**  
 BUILDING COVERABLE: 72.5 %

GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.9 SQ.</b>

**CLIENT**  
 Barnala Designer Homes

**SUBJECT SITE**  
 Lot 680, No. 5 Mahogany Drive  
 WOLLERT 3750

**Details**

Project number: Job #20814  
 Date: November 2025  
 Drawn by: NDT  
 Scale: 1 : 100

**CLIENT SIGNATURE:**  
 DATE: 9 OF 20  
 HUU/NAM TRAN DANG DP-AD 65916

**APF**

**Opes**  
 BUILDING SOLUTIONS

THIS DOCUMENT IS THE SUBJECT OF -  
 BUILDING PERMIT NUMBER : CBS-U 66127833232481237  
 ISSUED DATE : 02/12/2025

INSPECTIONS EMAIL: ADMIN@OPES.COM.AU  
 OFFICE: WOLLERT - RIBBY FARM - 5PM - 8PM (BDA) 442

EMAIL: NAM@PROJECT

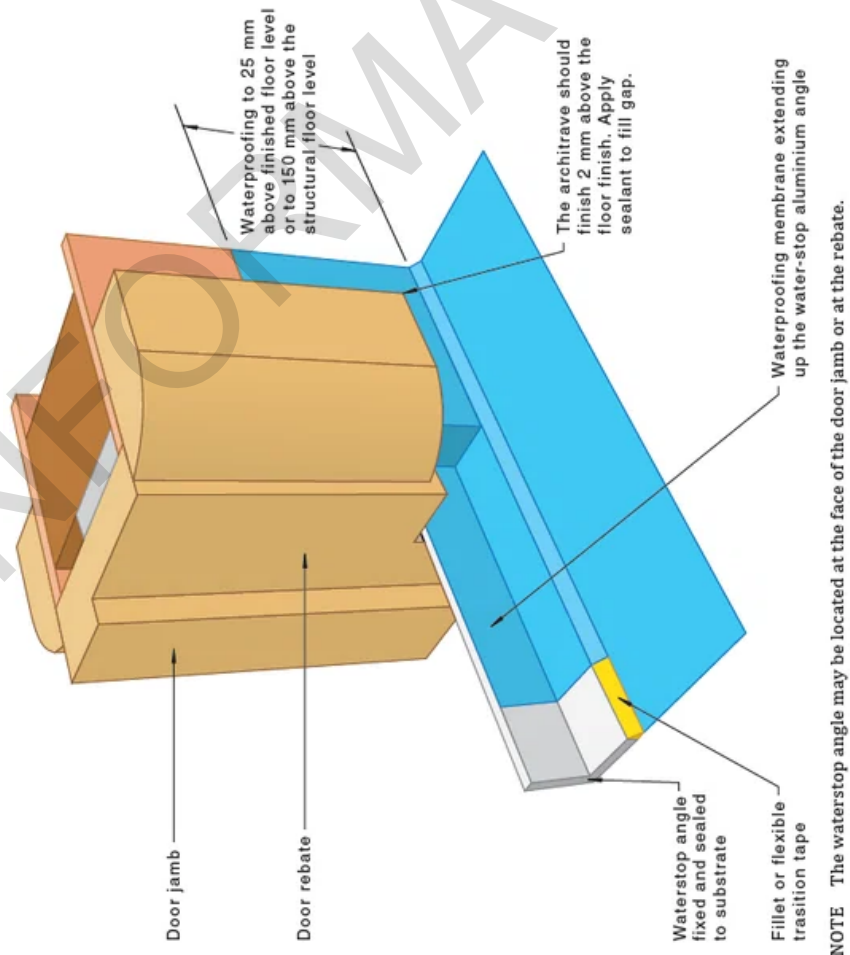


Figure 4.9.1(A) — Example of liquid waterproofing at door opening framework

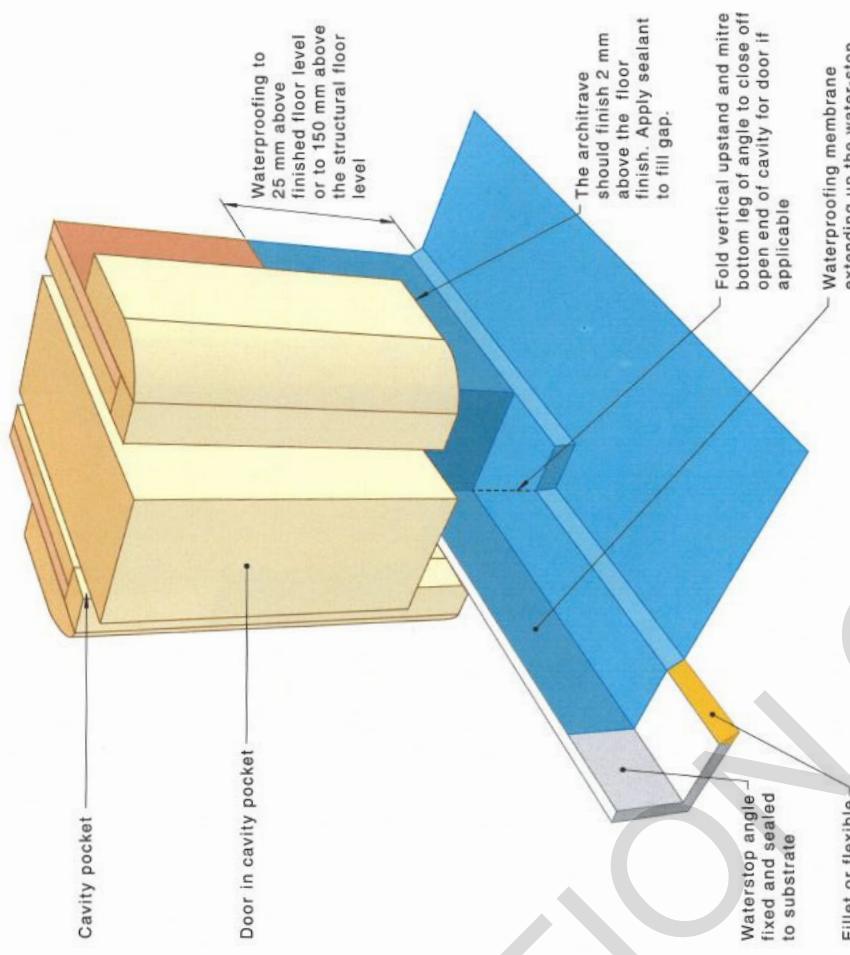


Figure 4.9.1(B) — Waterproofing at door opening cavity slider

**GENERAL NOTES:**  
 \*All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS1288. Units at approx 5.0 M c/s max. Refer to AS 3786 for details.  
 DIMENSIONS & LEVELS TO BE CHECKED BY BUILDER OR OWNER.  
 \*GHT - THESE PLANS BELONG TO THE CLIENT AND ARE NOT TO BE COPIED OR SOLD.

**Opes BUILDING SOLUTIONS**  
 THIS DOCUMENT IS THE SUBJECT OF -  
 BUILDING PERMIT NUMBER : CBS-U 66127833232481237  
 ISSUED DATE : 02/12/2025  
 INSPECTIONS EMAIL: ADMIN@OPES.COM.AU  
 OFFICE UNITS: MORNING - RIVERSIDE - SPH - B31 B34-L42

EMAIL: NAM@PROJECT

AREA SCHEDULE	
BUILDING COVERABLE: 72.5 %	
GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.2 SQ.</b>

**CLIENT**  
 Barnala Designer Homes  
 SUBJECT SITE  
 Lot 680, No. 5 Mahogany Drive  
 WOLLERT 3750

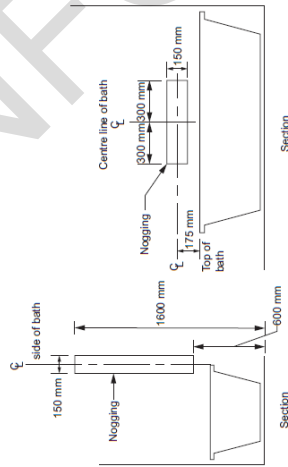
**Details**  
 Project number Job #20814  
 Date November 2025  
 Drawn by NDT  
 Scale

CLIENT SIGNATURE:  
 DATE:  
 10 OF 20  
 HUU/NAM TRAN DANG DP-AD 65916



**LIVABLE HOUSING DESIGN GUIDELINES  
PART 6. REINFORCEMENT OF BATHROOM AND SANITARY COMPARTMENT WALLS**

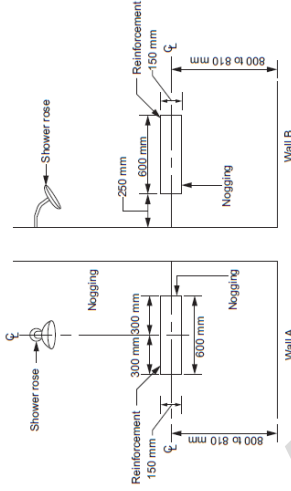
Figure 6.2a: Location of noggings for walls surrounding a bath



**Figure Notes**

- (1) Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.
- (2) Where the height of the bathtub is not yet known, an assumed height of 500 mm above finished floor level may be used to determine the location of wall reinforcing.

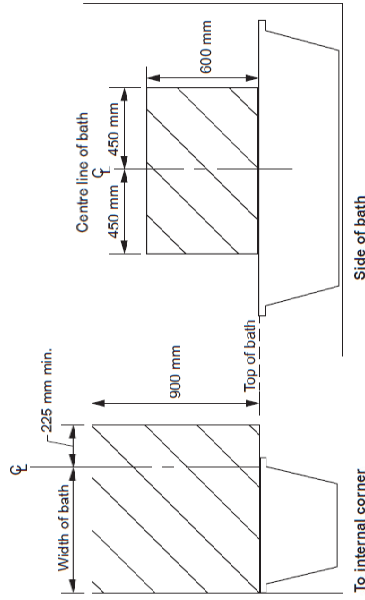
Figure 6.2c: Location of noggings for shower walls



**Figure Notes**

Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.

Figure 6.2b: Location of sheeting for walls surrounding a bath



**Figure Notes**

- (1) Taps, bath niches, soap holders and the like may be located within the positions designated for wall reinforcing.
- (2) Where the height of the bath tub is not yet known, an assumed height of 500 mm above finished floor level may be used to determine the location of wall reinforcing.

Figure 6.2e:

Minimum extent of sheeting for wall adjacent to a toilet pan  
Minimum extent of structural sheeting clear of any door frame, window frame or wall opening

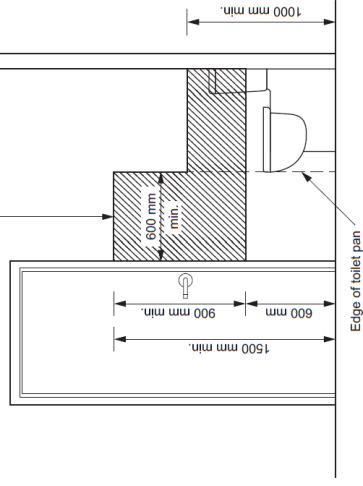


Figure 6.2f:

Location of noggings for a wall behind a toilet pan

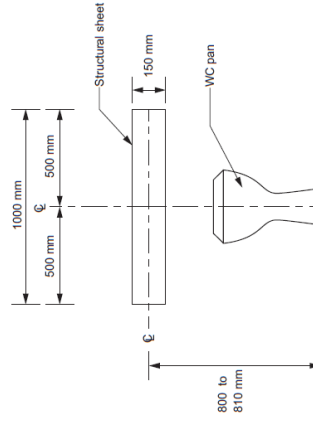
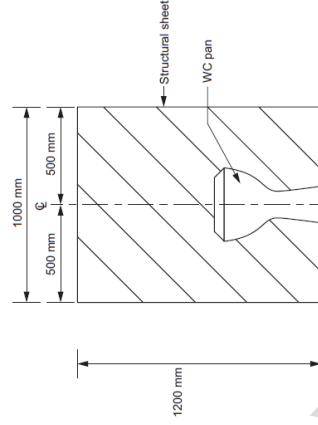


Figure 6.2g:

Location of sheeting for a wall behind a toilet pan



**GENERAL NOTES:**

- \*All measurements & levels to be checked prior to construction as where required to AS 1288.
- Levels at approx 5.0 M a/c max
- Refer to drawings for details as per A.S. 3786
- SURFACES & LEVELS TO BE CHECKED BY BUILDER OR OWNER.**
- RIGHT - THESE PLANS BELONG TO AND ARE NOT TO BE COPIED OR SOLD.**

**Opes BUILDING SOLUTIONS**

**THIS DOCUMENT IS THE SUBJECT OF -**

**BUILDING PERMIT NUMBER : CBS-U 66127833232481233**

**ISSUED DATE : 02/12/2025**

INSPECTIONS: EMAIL: ADMIN@OPES.COM.AU  
OFFICE: MORNING - FRIDAY 9AM - 5PM - (08) 9384 1442

EMAIL: NAM@PROJECT

**AREA SCHEDULE**

BUILDING COVERABLE: 72.5 %

GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.5 SQ.</b>

**CLIENT**  
**Barnala Designer Homes**

**SUBJECT SITE**  
Lot 680, No. 5 Mahogany Drive  
WOLLERT 3750

**Details**

Project number	Job #20814
Date	November 2025
Drawn by	NDT
Scale	

**CLIENT SIGNATURE:**

**DATE:**

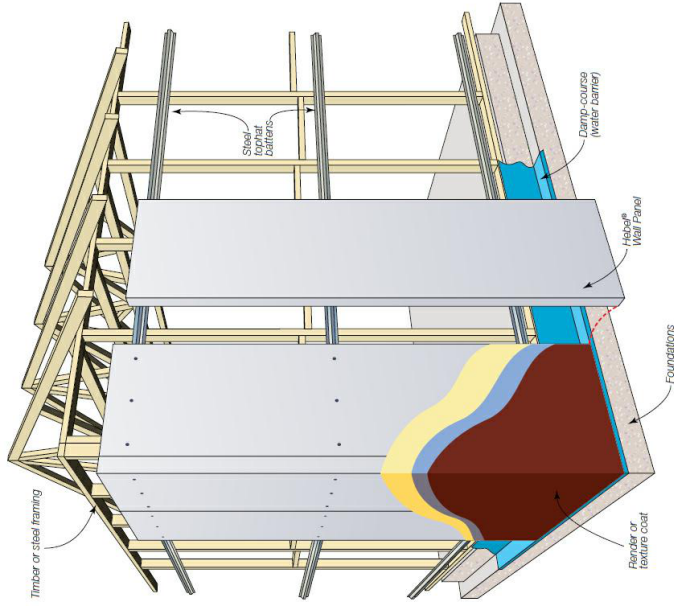
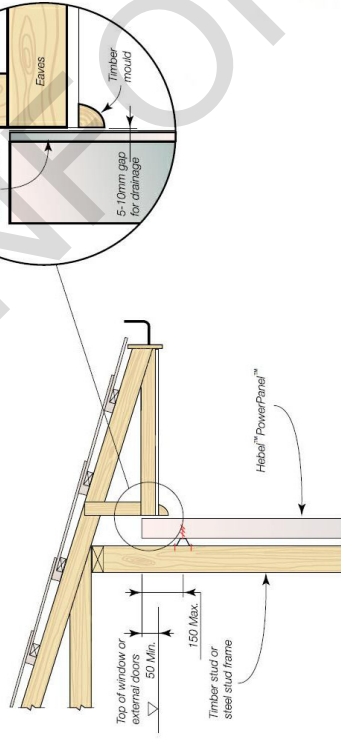
**12 OF 20**

HUU/NAM TRAN DANG DP-AD 65976

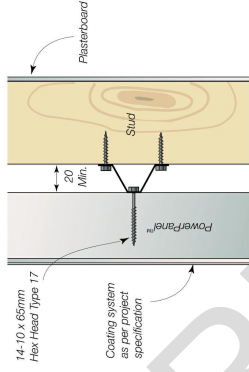
# TYPICAL CSR HEBEL CLADDING DETAILS

## Wall Junction Details & Sections

### Typical Roof Eaves Detail



### Hebel™ PowerPanel™ Internal Fixing Detail



### Hebel™ PowerPanel™ External Fixing Detail

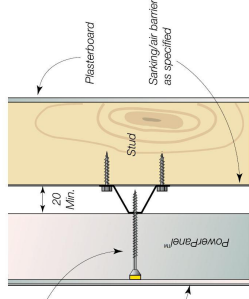
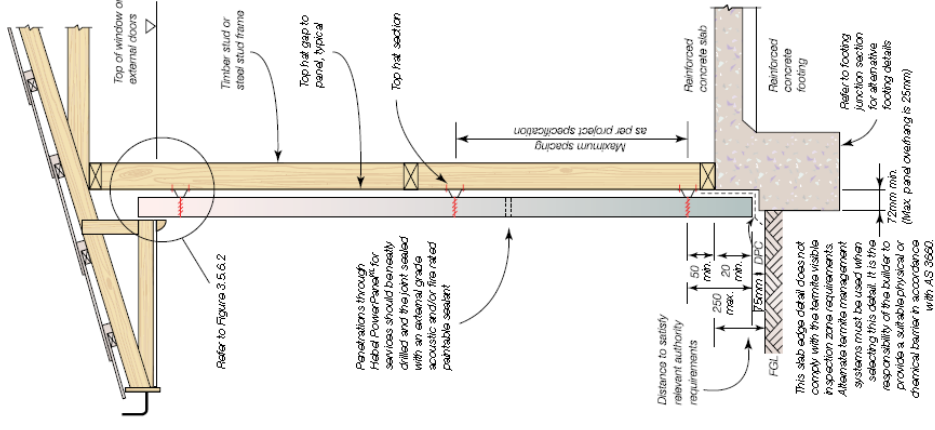
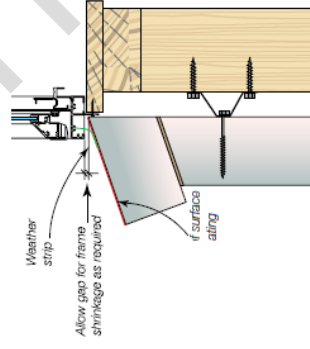


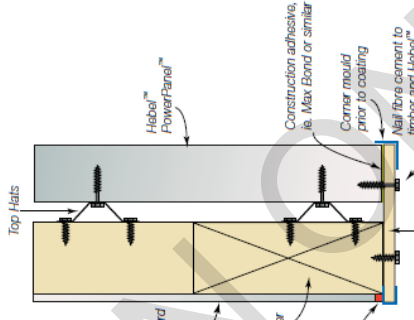
Figure 3.5.1.5 Single storey construction – typical section detail



### Detail 17.8.8 Sill Detail



### Detail 17.8.9 Garage Head Detail



System Application

PowerPanel™ external wall system

Fire

180/180/180

Acoustic

Rw + Ctr 35 to 39

Thermal

R1.61 to R3.57

Wall thickness

179mm to 210mm

**GENERAL NOTES:**

- All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS1288.
- Units at approx 5.0 M are max
- Levels as per A.S. 3786
- SURUMENTS & LEVELS TO BE CHECKED STRUCTION BY BUILDER OR OWNER.**
- IGHT - THESE PLANS BELONG TO**
- ND ARE NOT TO BE COPIED OR SOLD.**

AREA SCHEDULE	
BUILDING COVERABLE 72% W	
GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.9 SQ.</b>

CLIENT  
**Barnala Designer Homes**

SUBJECT SITE  
Lot 680, No. 5 Mahogany Drive  
WOLLERT 3750

Details

Project number Job #20814  
Date November 2025  
Drawn by NDT  
Scale

CLIENT SIGNATURE:  
DATE:  
13 OF 20

HUU/NAM TRAN DANG DP-AD 65976

**Opes**  
BUILDING SOLUTIONS

THIS DOCUMENT IS THE SUBJECT OF -  
BUILDING PERMIT NUMBER : CBS-U 66127833232481233  
ISSUED DATE : 02/12/2025

INSPECTIONS EMAIL: ADMIN@OPES.COM.AU  
OFFICE: WOLLERT - RIBBYN WAY - PHN - 830 804 442

EMAIL: NAM@PROJECT





DENOTES APPROX. SHADOW CAST AS PER MARCH 21ST - SEPTEMBER 23RD (EQUINOX)

3:00PM



BLT BELT ROAD  
STREET 42m WEST TO  
CLOSEST INTERSECTING

TBM/TOP OF  
ELECTRICITY PIT  
RL 100.00m

MAHOGANY DRIVE

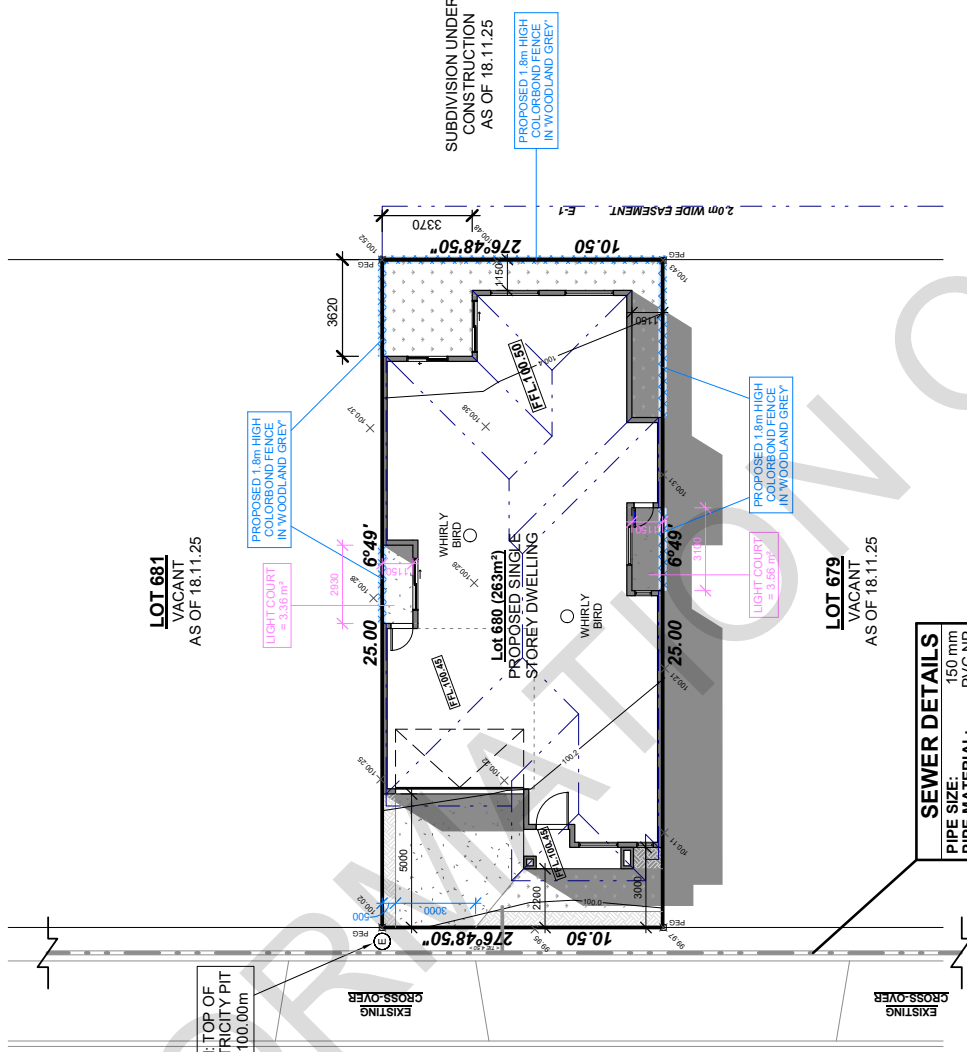
**PERMEABILITY CALCULATIONS**  
TOTAL LOT AREA = 263 m<sup>2</sup>

DWELLING	= 190.88 m <sup>2</sup> = 72.5%
CONCRETE	= 28.95 m <sup>2</sup> = 11.0%
GRASS	= 35.75 m <sup>2</sup> = 13.6%
GARDEN BED	= 7.42 m <sup>2</sup> = 2.9%

AS PER ABOVE CALCULATIONS THE AMOUNT OF PERMEABLE AREA (GRASS 13.6% + GARDEN BED 2.9% = 16.5%) EXCEEDS AT LEAST 10% OF THE ALLOTMENT AREA.



REFERENCE IMAGE OF RENDERED LETTERBOX IN 'LEXICON QUARTER'



**SEWER DETAILS**

PIPE SIZE:	150 mm
PIPE MATERIAL:	PVC-NP
AVERAGE DEPTH:	2.47 m
BRANCH LENGTH:	1.722 m

REFER TO VARRA VALLEY WATER SEWERAGE DEPTH OF SETBACK PLAN FOR ALL DETAILS.

**ENERGY RATING NOTES:**  
The following standards are to be installed to all energy rated dwellings/units to obtain a 7.0 star energy rating:

- All external doors and windows to be weather-sealed;
- All doors to utilities and any other attached garages to be weather-stripped;
- All general building gaps and cracks to be filled;
- All siltation to be tape sealed and tears patched;
- Only non-vented downlights and skylights to be used;
- Exhaust fans to be self-sealing at outlet duct;
- Timber windows to be used throughout unless otherwise specified;
- Insulation;

**REFER TO ENERGY RATING REPORT**  
Provide water saving measures and solar hot water system, or  
Provide water saving measures and a rain water tank.

**SHADOW DIAGRAM** scale 1:200

**GENERAL NOTES:**  
\*All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS 1288.  
Units at approx 5.0 M c/s max  
jectors as per A.S. 3786

**SURUMENTS & LEVELS TO BE CHECKED STRUCTION BY BUILDER OR OWNER.**

IGHT - THESE PLANS BELONG TO  
ND ARE NOT TO BE COPIED OR SOLD.

**AREA SCHEDULE**  
BUILDING COVERABLE: 72.5 %

GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.5 SQ.</b>

**CLIENT**  
Barnala Designer Homes

**SUBJECT SITE**  
Lot 680, No. 5 Mahogany Drive  
WOLLERT 3750

**Shadow Diagram - 3pm**

Project number	Job #20814
Date	November 2025
Drawn by	NDT
Scale	1 : 200

**CLIENT SIGNATURE:**

DATE: **16 OF 20**

HUU/NAM TRAN DANG DP-AD 65976

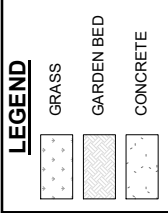
**Opes** BUILDING SOLUTIONS

THIS DOCUMENT IS THE SUBJECT OF -  
BUILDING PERMIT NUMBER : CBS-U 661278332324812379  
ISSUED DATE : 02/12/2025

EMAIL: NAM@PROJECT

INSPECTIONS: EMAIL: ADMIN@OPES.COM.AU  
OFFICE: UMBRI - FRIMBY FAN - 5PM - 831 804 442

**FENCE NOTE:**  
FENCINGS MUST COMPLY WITH THE FOLLOWING DESIGN GUIDELINES:  
- IT MUST BE A MINIMUM OF 1.80m HIGH  
- AND NO HIGHER THAN 1.95m.  
- IT MUST BE COLORBOND FINISH IN WOODLAND GREY  
- MUST BE LOCATED ON THE SIDE AND REAR BOUNDARIES AND RECOMMENDED THAT THEY DO NOT PROJECT FORWARD OF THE FRONT FACADE.



**Termite Note:**

A termite barrier to be installed to minimise the risk of termite attack to primary building elements in accordance with AS3660.1.

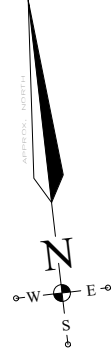
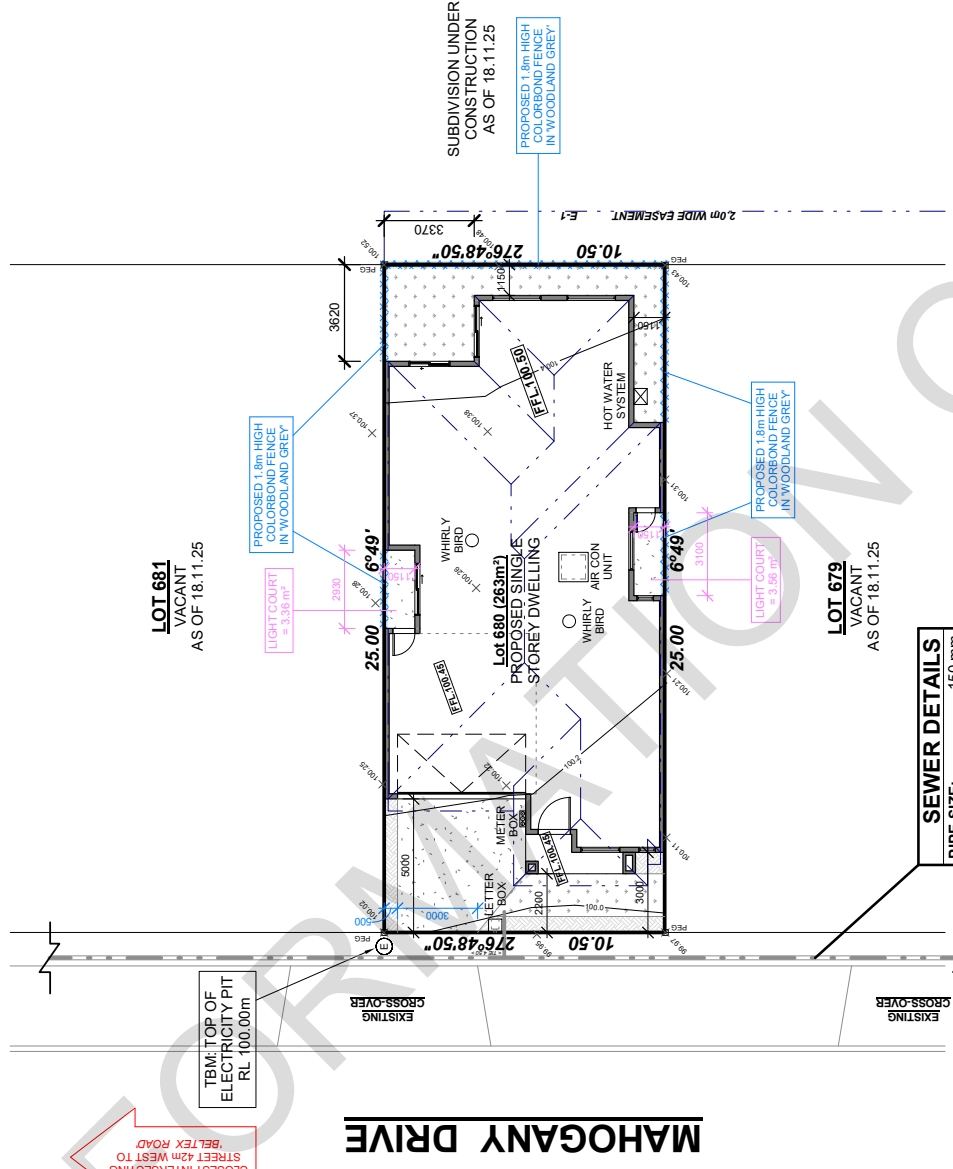
A durable notice must be permanently fixed to the building in a permanent location, indicating the following:

- The method of termite risk management;
- The date of installation of the system;
- Where chemical barrier is used, its life expectancy as listed on the National Registration Authority label;
- The installer's or manufacturer's recommendations for the scope and frequency of future inspections for termite activity

**PERMEABILITY CALCULATIONS**  
TOTAL LOT AREA = 263 m<sup>2</sup>

DWELLING	= 190.88 m <sup>2</sup> = 72.5%
CONCRETE	= 28.95 m <sup>2</sup> = 11.0%
GRASS	= 35.75 m <sup>2</sup> = 13.6%
GARDEN BED	= 7.42 m <sup>2</sup> = 2.9%

AS PER ABOVE CALCULATIONS THE AMOUNT OF PERMEABLE AREA (GRASS 13.6% + GARDEN BED 2.9% = 16.5%) EXCEEDS AT LEAST 10% OF THE ALLOTMENT AREA.



**ROOF APPLIANCE PLAN** scale 1:200

**GENERAL NOTES:**

- All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas units as where required to AS1288.
- Units at approx 5.0 M c/c max
- Lettering as per A.S. 3786
- SURFMENTS & LEVELS TO BE CHECKED STRUCTION BY BUILDER OR OWNER.
- IGHT - THESE PLANS BELONG TO
- ND ARE NOT TO BE COPIED OR SOLD.

**Opes**  
BUILDING SOLUTIONS

**THIS DOCUMENT IS THE SUBJECT OF-**  
BUILDING PERMIT NUMBER : CBS-U 661278332324812379  
ISSUED DATE : 02/12/2025

INSPECTIONS EMAIL: ADMIN@OPES.COM.AU  
OFFICE UNITS: MORUM - FRIMBY FARM - 5PM - 830 BSM-L42

EMAIL: NAM@PROJECT

**CLIENT**  
Barnala Designer Homes

**SUBJECT SITE**  
Lot 680, No. 5 Mahogany Drive  
WOLLERT 3750

**CLIENT SIGNATURE:**

**DATE:**

**Roof Appliance Plan**

Project number	Job #20814
Date	November 2025
Drawn by	NDT
Scale	1 : 200

HUU/NAM TRAN DANG DP-AD 65976

**AREA SCHEDULE**  
BUILDING COVERABLE: 72.5 %

GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.5 SQ.</b>

**LEGEND**

	GRASS
	GARDEN BED
	CONCRETE

**FENCE NOTE:**

- FENCINGS MUST COMPLY WITH THE FOLLOWING DESIGN GUIDELINES
- IT MUST BE A MINIMUM OF 1.80m HIGH
- AND NO HIGHER THAN 1.95m.
- IT MUST BE COLORBOND FINISH IN WOODLAND GREY
- MUST BE LOCATED ON THE SIDE AND REAR BOUNDARIES AND RECOMMENDED THAT THEY DO NOT PROJECT FORWARD OF THE FRONT FACADE.

STREET 42m WEST TO BELTEX ROAD  
CLOSEST INTERSECTING

TBM: TOP OF ELECTRICITY PIT  
RL 100.00m

SUBDIVISION UNDER CONSTRUCTION AS OF 18.11.25

PROPOSED 1.8m HIGH COLORBOND FENCE IN WOODLAND GREY

PROPOSED 1.8m HIGH COLORBOND FENCE IN WOODLAND GREY

**SEWER DETAILS**  
PIPE SIZE: 150 mm  
PIPE MATERIAL: PVC-NP  
AVERAGE DEPTH: 2.47 m  
BRANCH LENGTH: 1.722 m  
REFER TO VARRA VALLEY WATER SEWERAGE DEPTH OF SETTABLE PLAN FOR ALL DETAILS.

**SITE SOIL CLASSIFICATION:**

**"CLASS P"**

IN ACCORDANCE WITH AS2870-2011

(REFER TO SOIL TEST AS PREPARED BY ABH SOIL TESTING & SURVEYING)

**BUSH FIRE ATTACK LEVEL ASSESSMENT:**

**"BAL 12.5"**

IN ACCORDANCE WITH AS3959-2018  
(REFER TO B.A.L. REPORT AS PREPARED BY KL RATING)

**S.W.D.**

Construct & Discharge 90 diam. PVC storm water drain to legal point of discharge as directed by the city engineer. Min. fall 1 : 100. Provide inspection openings @ 9000mm max. ctrs. or at every change of direction.

DP denotes 100 x 50 galvanised downpipes @ 12000mm max. ctrs.

**Note:**

Provide 100mm diam. Sewergrade S.W drain under slab and driveway.

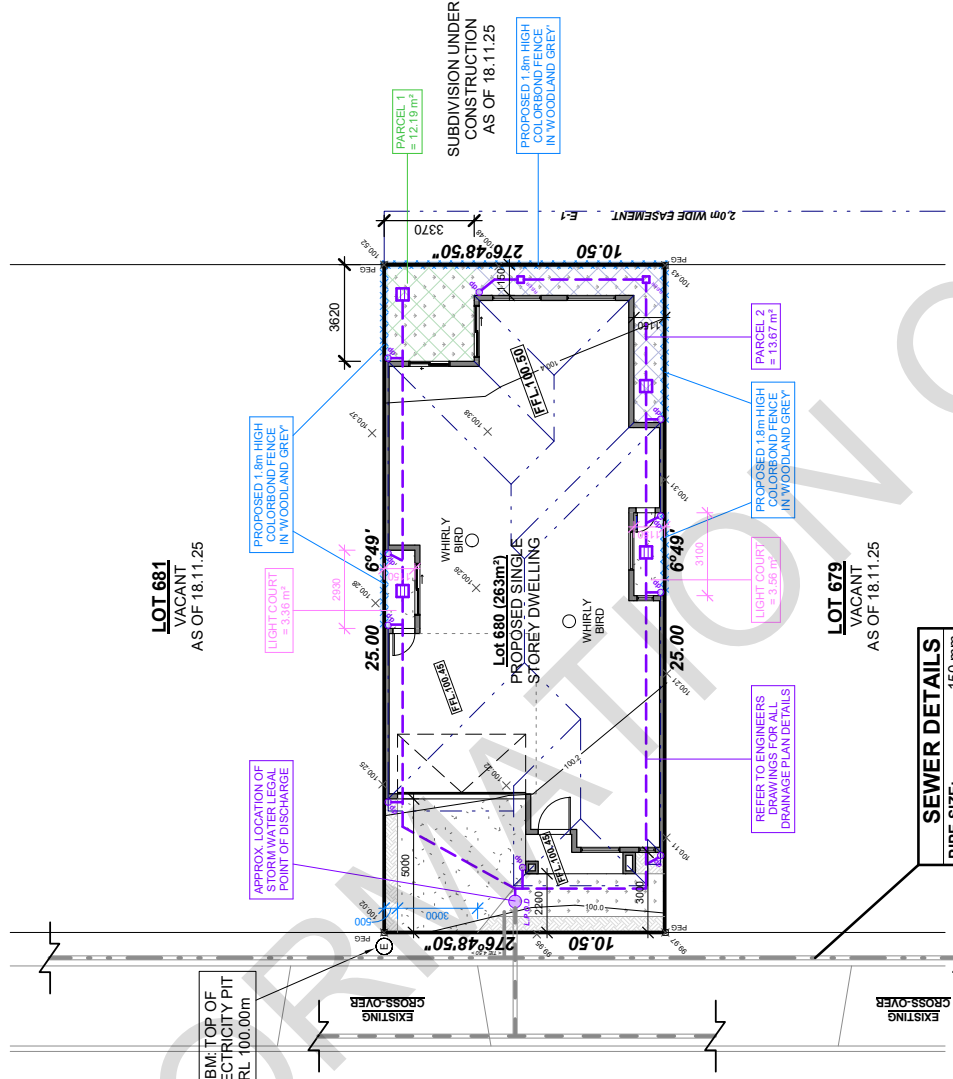
**NOTE:**

Connect Legal Point of Discharge as per Stormwater and Property Information sheet from the Council. Accuracy of location is not guaranteed. Please refer. Council sheets for exact Connection details and location.

**DRAINAGE NOTE:**

- All surface drainage works shall be installed in accordance with the engineers design detail for the selected footing system and soil classification and in accordance with Clause 5.6.3 Drainage Requirements of AS2870-2011, when for buildings on Moderately, Highly and Reactive sites:  
Surface drainage shall be controlled throughout construction and be completed by the finish of construction.  
The base of trenches shall slope away from the building  
Where pipes pass under the footing systems, clay plugs are adopted to prevent the ingress of water.
- For buildings on Highly and Reactive sites, the Drainer shall provide drainage articulation to all stormwater, sanitary plumbing drains and discharge pipes in accordance with Clause 5.6.4 Plumbing Requirements, when flexible joints immediately outside the footing and commencing within 1m of the building perimeter are required to accommodate the required differential movement based on the soil classification.
- Surface water must be diverted away from the dwelling and graded away from all foundations to give a slope of not less than 50mm over the first 1000mm from the dwelling.
- Subsurface drains to remove ground or table water shall be detailed by the design engineer. Furthermore, damp-proofing membrane in accordance with 5.3.3 shall be installed for groundwater or aggressive soils.

**SITE PLAN** scale 1:200



**PERMEABILITY CALCULATIONS**  
TOTAL LOT AREA = 263 m<sup>2</sup>

DWELLING	= 190.88 m <sup>2</sup> = 72.5%
CONCRETE	= 28.95 m <sup>2</sup> = 11.0%
GRASS	= 35.75 m <sup>2</sup> = 13.6%
GARDEN BED	= 7.42 m <sup>2</sup> = 2.9%

AS PER ABOVE CALCULATIONS THE AMOUNT OF PERMEABLE AREA (GRASS 13.6% + GARDEN BED 2.9% = 16.5%) EXCEEDS AT LEAST 10% OF THE ALLOTMENT AREA.



REFERENCE IMAGE OF RENDERED LETTERBOX IN 'LEXICON QUARTER'

**LEGEND**

[Pattern]	GRASS
[Pattern]	GARDEN BED
[Pattern]	CONCRETE

**FENCE NOTE:**  
FENCINGS MUST COMPLY WITH THE FOLLOWING DESIGN GUIDELINES:  
- IT MUST BE A MINIMUM OF 1.80m HIGH  
- AND NO HIGHER THAN 1.95m.  
- IT MUST BE COLORBOND FINISH IN WOODLAND GREY  
- MUST BE LOCATED ON THE SIDE AND REAR BOUNDARIES AND RECOMMENDED THAT THEY DO NOT PROJECT FORWARD OF THE FRONT FACADE.



CLIENT SIGNATURE:	
DATE:	

Project number	Job #20814
Date	November 2025
Drawn by	NDT
Scale	1 : 200

**CLIENT**  
**Barnala Designer Homes**  
SUBJECT SITE  
Lot 680, No.5 Mahogany Drive  
WOLLERT 3750

**AREA SCHEDULE**  
BUILDING COVERASEL: 72.5 %

GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.5 SQ.</b>

**GENERAL NOTES:**  
\*All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS1288.  
Units at approx 5.0 M ctrs max  
jectors as per A.S. 3786  
SUREMENTS & LEVELS TO BE CHECKED STRUCTION BY BUILDER OR OWNER.  
IGHT - THESE PLANS BELONG TO IND ARE NOT TO BE COPIED OR SOLD.

**Opes** BUILDING SOLUTIONS  
THIS DOCUMENT IS THE SUBJECT OF -  
BUILDING PERMIT NUMBER : CBS-U 66127833232481233  
ISSUED DATE : 02/12/2025

EMAIL: NAM@PROJECT  
INSTRUCTIONS: EMAIL ADMIN@OPES.COM.AU  
OFFICE: WOLLERT - FRIMBY FARM - 5PM - 830 BSM-L42

### Electrical Notations

#### Part 13.7.4 - Heating and Cooling Ductwork

- (a) Heating & Cooling ductwork & fittings must:
- achieve the material R-value in Table 13.7.4;
  - be sealed against air-loss
    - By closing all openings in the surface, joints & seams of ductwork with adhesives, mastics, sealants or gaskets in accordance with AS 4254 for a Class c seal; or
    - For flexible ductwork, with a draw band in conjunction with a sealant or adhesive tape.
- (b) Duct insulation must:
- abut adjoining duct insulation to form a continuous barrier; and
  - be installed so it maintains its position & thickness, other than at flanges & supports; and
  - where located outside the building, under a suspended floor, in an attached Class 10a building or in a roof space:
    - Be protected by an outer sleeve of protective sheeting to prevent the insulation becoming damp; and
    - Have the outer protective sleeve sealed with adhesive tape not less than 48mm wide creating an airtight & waterproof seal.
- (c) The requirements of (a) do not apply to heating & cooling ductwork & fittings located within the insulated building envelope including a service riser within the conditioned space, internal floors between storeys and the like.

#### Part 13.7.6 - Artificial Lighting

- (a) The lamp power density or illumination power density of artificial lighting, excluding heaters that permit light, must not exceed;
- in a Class 1 building, 5W/m<sup>2</sup>; and
  - on a verandah or balcony attached to a Class 1 building, 4W/m<sup>2</sup>;
  - in Class 10 building, 3W/m<sup>2</sup>; and
- (b) All Downlights are to be **SEALED**.

The lamp power density in a whole house calculation based on an overall Square meterage & not room by room or area by area meterage.

#### Calculation

exclusions including:

- bathroom heat lamp;
- a light point within a ceiling space
- an external security light (not forming part of an outdoor living area, balcony or porch / verandah).

Table 3.12.5.2 HEATING & COOLING DUCTWORK & FITTINGS - MINIMUM MATERIAL R - VALUE

Ductwork element	Minimum material R-Value for ductwork & fittings in each climate zone	
	Heating - only system or Cooling - only system including an evaporative cooling system	Combined heating & refrigerated cooling system
Ductwork	1, 2, 3, 4, 5, 6 & 7	8
Fittings	1.0	1.5 (see note)
		1.0
		1.5

Note:  
The minimum material R-Value required for ductwork may be reduced by 0.5 for combined heating & refrigerated cooling systems in climate zones 1, 3, 4, 6 & 7 if the ducts are:

- under a suspended floor with an enclosed perimeter; or
- in a roof space that has insulation of not less than R0.5 directly beneath the roofing

### Artificial Lighting Compliance

Internal of dwelling - Total Floor Area (Class 1)	
Dwelling floor area:	151.07 m <sup>2</sup>
Proposed total wattage of light fittings:	312.00 w
Max allowable wattage (5W/m <sup>2</sup> ):	2.06 w/m <sup>2</sup>
Internal of garage - (Class 1)	
Dwelling floor area:	35.37 m <sup>2</sup>
Proposed total wattage of light fittings:	40.00 w
Max allowable wattage (3W/m <sup>2</sup> ):	1.13 w/m <sup>2</sup>
Porch, Alfresco, Balconies etc. - (Class 1)	
Dwelling floor area:	4.44 m <sup>2</sup>
Proposed total wattage of light fittings:	6.00 w
Max allowable wattage (4W/m <sup>2</sup> ):	1.35 w/m <sup>2</sup>

### Electrical Legend

	Smoke Alarm
	Electrical meter box
	Circuit breaker panel
	Ceiling mounted Light point
	Ceiling mounted 14 watt globe light outlet
	Ceiling mounted 9 watt globe light outlet
	Ceiling mounted 70mm downlight - 18 watt LED light
	Ceiling mounted 70mm downlight 9 watt LED light
	Ceiling mounted 70mm downlight 6 watt LED light
	Ceiling mounted 14 watt compact fluoro pendant
	Feature light outlet
	Wall mounted light outlet
	Wall mounted feature up / down light outlet
	Wall mounted stair light outlet
	Wall mounted external flood light with 150 watt globe
	Ceiling mounted external flood light with 150 watt globe
	Wall mounted external sensor flood light with 150 watt globe
	Ceiling mounted external sensor flood light with 150 watt globe
	Motion sensor
	Ceiling Fan
	Ceiling Fan with globe light
	Ceiling fan with fluorescent globe
	Fluorescent light outlet
	Ceiling mounted external sensor flood light with 150 watt globe
	3 in 1 - Exhaust Fan, Light & 4 x Heat globes
	3 in 1 - Exhaust Fan, Light & 2 x Heat globes
	Exhaust Fan - with draft stopper
	Exhaust Fan & Light - with draft stopper
	Weatherproof External Double GPO
	Weatherproof External Single GPO
	Single GPO
	Double GPO
	Triple GPO
	Dimmer Switch
	TV Point
	Fovtel / Pay TV Connection point
	Phone point
	Door bell position
	Isolator / junction box
	Cooling duct
	Heating duct 6"
	Heating duct 8"
	Vacuum point
	Volume control
	Alarm box
	Man Hole
	Rain Water Tank
	Cooling Split System

**GENERAL NOTES:**

\*All measurements & levels to be checked prior to construction as floor & wall finish to all wet areas as where required to AS 1288. Units at approx 5.0 M c/s max. Refer to drawings for details as per A.S. 3786

**SUREMENTS & LEVELS TO BE CHECKED STRUCTION BY BUILDER OR OWNER.**

**IGHT - THESE PLANS BELONG TO AND ARE NOT TO BE COPIED OR SOLD.**

AREA SCHEDULE	
BUILDING COVERABLE: 72.2 %	
GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.5 SQ.</b>

CLIENT  
**Barnala Designer Homes**

SUBJECT SITE  
Lot 680, No. 5 Mahogany Drive  
WOLLERT 3750

CLIENT SIGNATURE:  
DATE:  
19 OF 20

Project number Job #20814  
Date November 2025  
Drawn by NDT  
Scale 1 : 100 HUU/NAM TRAN DANG DP-AD 65976



THIS DOCUMENT IS THE SUBJECT OF -  
BUILDING PERMIT NUMBER: CBS-U 661278332324812379  
ISSUED DATE: 02/12/2025

INSTRUCTIONS EMAIL: ADMIN@OPES.COM.AU  
OFFICE: WOLLERT - FRIDAY HAVEN - 5PM - 8PM LOCAL

EMAIL: NAM@PROJECT

# ELECTRICAL NOTES

# ELECTRICAL LEGEND

- Smoke Alarm
- Ceiling mounted 14 watt globe light outlet
- Ceiling mounted 70mm downlight 9 watt LED light
- Ceiling mounted 70mm downlight 6 watt LED light
- Wall mounted external sensor flood light with 150 watt globe
- Wall mounted light outlet
- Fluorescent light outlet
- Exhaust Fan - with draft stopper
- Weatherproof External Single GPO
- Single GPO
- Double GPO
- Triple GPO
- TV Point
- Phone point
- Hot Water System
- Man Hole

PROVIDE SINGLE LIGHT OUTLET INTO ROOF SPACE. LOCATION OF LIGHT TO BE LOCATED CLOSE TO HANHOLE AS SEEN APPROPRIATE ON SITE



# ELECTRICAL PLAN

## scale 1:100



EMAIL: NAM@PROJECT

**GENERAL NOTES:**  
 \*All measurements & levels to be checked prior to construction  
 us floor & wall finish to all wet areas  
 as where required to AS1288.  
 onts at approx 5.0 M c/s max  
 ctectors as per A.S. 3786

**SUREMENTS & LEVELS TO BE CHECKED  
 STRUCTION BY BUILDER OR OWNER.**

**IGHT - THESE PLANS BELONG TO  
 ND ARE NOT TO BE COPIED OR SOLD.**

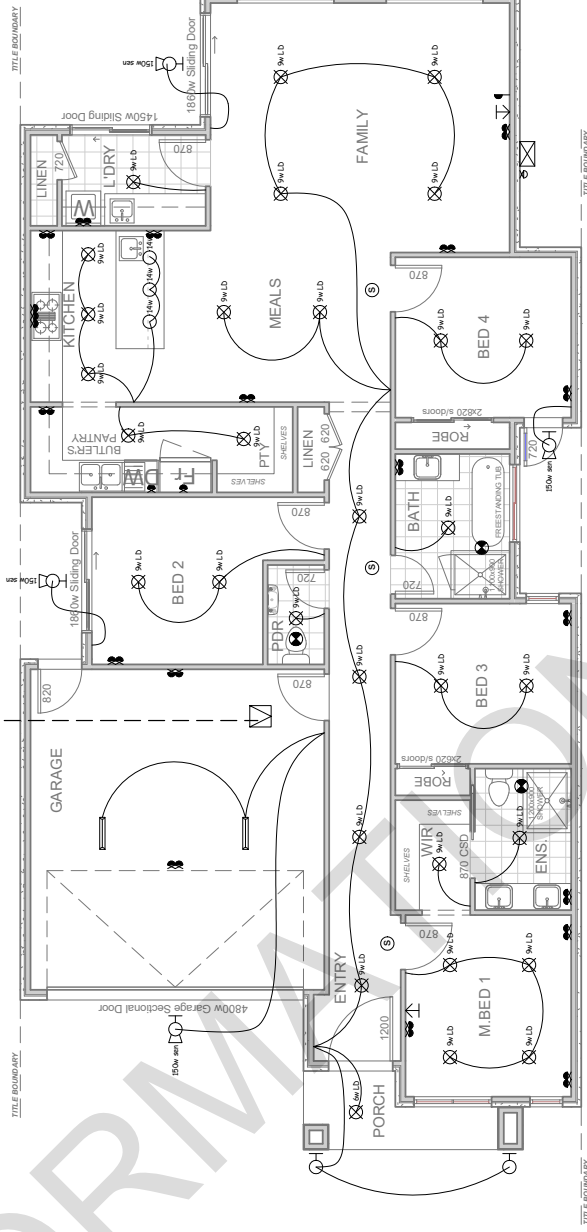
AREA SCHEDULE	
BUILDING COVERASE: 72.5 %	
GROUND	151.07 m <sup>2</sup>
GARAGE	35.37 m <sup>2</sup>
PORCH	4.44 m <sup>2</sup>
<b>TOTAL</b>	<b>190.88 m<sup>2</sup> = 20.5 SQ.</b>

CLIENT  
**Barnala Designer Homes**

SUBJECT SITE  
 Lot 680, No. 5 Mahogany Drive  
 WOLLERT 3750

Project number	Job #20814	CLIENT SIGNATURE:
Date	November 2025	DATE:
Drawn by	NDT	<b>20 OF 20</b>
Scale	1 : 100	HUU/NAM TRAN DANG DP-AD 65916

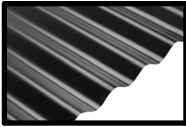





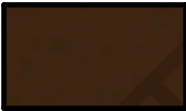
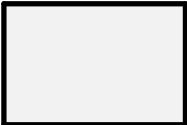


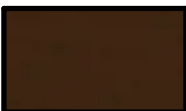

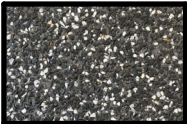
**NOTE:**  
 PROVIDE TWO DOUBLE POWER POINTS (USED FOR EVAPORATIVE COILING AND OTHER) & ONE BATTERY LIGHT TO ROOF SPACE



**DOWNLIGHTS NOTE**  
 ENSURE ALL DOWNLIGHTS ARE TO BE SEALED

**SMOKE ALARMS**  
 - LOCATION OF SMOKE ALARMS TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH AS3786-2014 AND PART 9.2 FIRE SEPARATION OF EXTERNAL WALLS AND SHALL BE HARD WIRED WITH BATTERY BACKUP  
 - INSTALL SMOKE ALARM SYSTEM AS SHOWN IN PLAN CONFORMING TO AS 3786-2014 SELF CONTAINED ALARMS WIRED DIRECTLY TO POWER SUPPLY.  
 - ALL SMOKE DETECTORS ARE TO BE INTERLINKED IN ACCORDANCE WITH PART 9.2 FIRE SEPARATION OF EXTERNAL WALLS.

# COLOUR SPECIFICATIONS

<p>* COLORBOND ROOF - (MONUMENT) -</p> 	<p>* ALUMINIUM WINDOW FRAMES - (MONUMENT) -</p> 
<p>* HEBEL CLADDING WITH RENDER FINISH - (LEXICON QUARTER) -</p> 	<p>* GUTTER &amp; DOWNPIPES - (MONUMENT) -</p> 
<p>* RENDER FINISH TO PORCH COLUMN - (MONUMENT) -</p> 	<p>* FASIA - (MONUMENT) -</p> 
<p>* FEATURE HORIZONTAL TIMBER CLADDING - (DARK OAK) -</p> 	<p>* METERBOX - (LEXICON QUARTER) -</p> 
<p>* ENTRY DOOR - (DARK OAK) -</p> 	<p>* LETTERBOX - (LEXICON QUARTER) -</p> 
<p>* GARAGE SECTIONAL DOOR - (DARK OAK) -</p> 	<p>* WHIRLYBIRD - (MONUMENT) -</p> 
	<p>* EXPOSED AGGREGATE DRIVEWAY - (BLACK &amp; WHITE MIX) -</p> 

COLOURS DISPLAYED ABOVE MAY APPEAR DIFFERENT TO ACTUAL COLOURS DUE TO PRINTER



**THIS DOCUMENT IS THE SUBJECT OF -**  
**BUILDING PERMIT NUMBER : CBS-U 66127/8332324812370**  
**ISSUED DATE : 02/12/2025**

INSPECTIONS: EMAIL ADMIN@OPESBS.COM.AU  
 OFFICE HOURS: MONDAY - FRIDAY 9AM - 5PM - (03) 9304 4412

**Opes Designer Homes**

0, No.5 Mahogany Drive  
 WOLLERT 3750

Colour Specifications

Project number Job #20814

Date November 2025

Drawn by NDT

Scale

CLIENT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

20a OF 20

EMAIL: N

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 06 November 2025 03:02 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot 680 PS916557**  
Address: **5 MAHOGANY DRIVE WOLLERT 3750**  
Standard Parcel Identifier (SPI): **680\PS916557**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1298868**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 389 A9**

[www.whittlesea.vic.gov.au](http://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**  
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Note

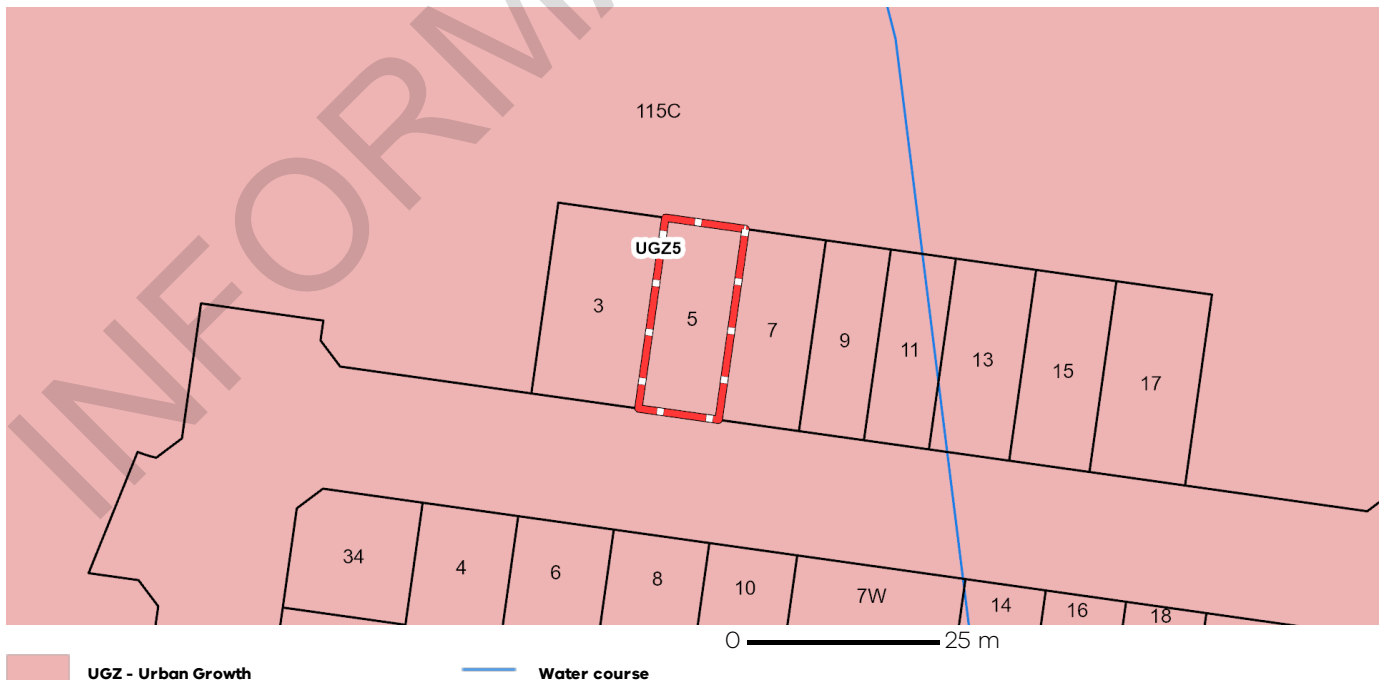
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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.

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

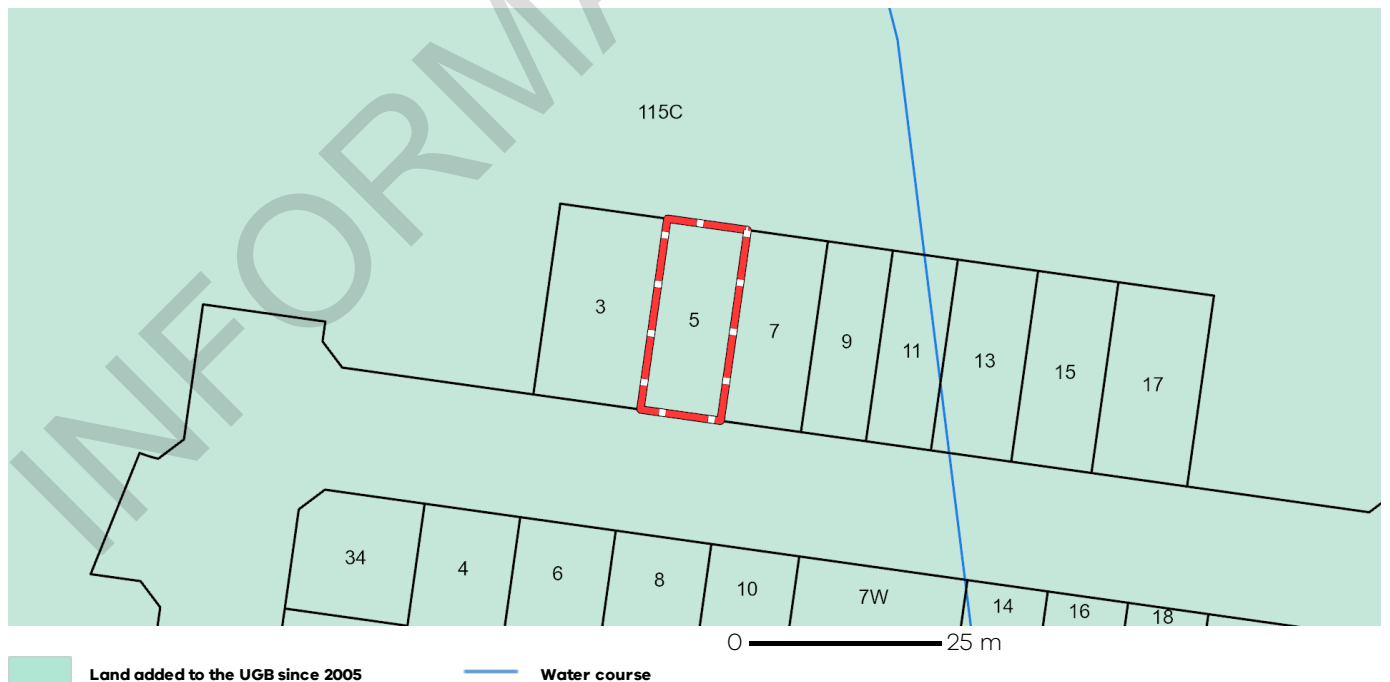
## Planning Overlay

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



## Growth Area Infrastructure Contribution

This parcel 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](#)



## Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



## Further Planning Information

Planning scheme data last updated on 6 November 2025.

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

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

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

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

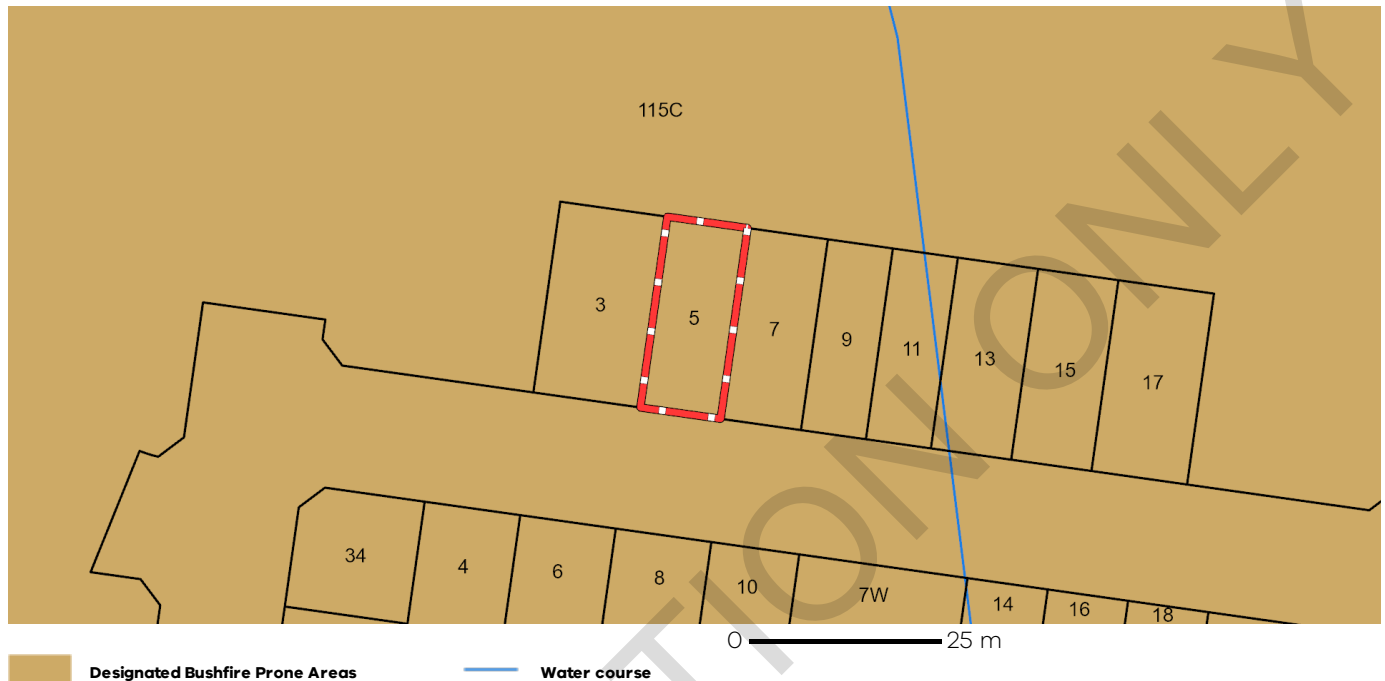
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This parcel is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

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

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