

# Contract of Sale of Real Estate

**Property address**                    **23 Arndell Street, Thomastown 3074**

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 that 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 ...../...../2026

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

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2026

**Print name(s) of person(s) signing:**                    **CANE KOTESKI AND MENKA KOTESKA**

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 of the *Sale of Land Act 1962*)

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

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

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

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

- \* you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- \* you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- \* you bought the land within 3 clear business days after a publicly advertised auction was held; or
- \* the property is used primarily for industrial or commercial purposes; or
- \* the property is more than 20 hectares in size and is used primarily for farming; or
- \* you and the vendor 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.

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.



**Property address**

The address of the land is: **23 Arndell Street, Thomastown 3074**

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

All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

**Payment** (general condition 14 and 17)

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

**GST** (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

**Settlement** (general condition 17)

**is due on** .....

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1

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

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

**Terms contract** (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

**Loan** (general condition 20)

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

Lender:

Loan amount

Approval date:

**FIRB APPROVAL REQUIRED** (Special Condition 16)

YES ..... Passport Provided? Yes or No? .....

Passport Number .....

NO .....

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

**Special conditions**

## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment:  No  Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

### GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid:  at completion  at another time (specify):

Is any of the consideration not expressed as an amount in money?  No  Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

# Special Conditions

## 1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

## 2. 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.

## 3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
  - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
  - 3.3 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 \$750,000 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)*.
  - 3.4 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.
  - 3.5 The Purchaser must:
    - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
    - (b) ensure that the representative does so.
  - 3.6 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 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.
- 3.7 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.
- 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 3.9 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.
- 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 4. Electronic Conveyancing

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"

- 4.1 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.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 4.4 The Vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 4.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
  - (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.
- 4.10 The Vendor must, at least 3 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.

#### 5. GST withholding

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in a *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of

Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

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

5.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) 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.

5.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

5.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

5.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

5.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late

payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.

5.12 This general condition will not merge on settlement.

## 6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

## 7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

## 8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

## 9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

- 9.6 The Purchaser acknowledges that the Vendor makes no Representation for any permits or approvals of any improvements to the property, if any. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.6 and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind or terminate the Contract of Sale whatsoever because of special condition 9.6. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to special condition 9.6.
- 9.7 The vendor discloses the property may contain asbestos. The Purchaser is to make their own enquiries in this regard. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.7 and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind or terminate the Contract of Sale whatsoever because of special condition 9.7. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to special condition 9.7.
- 9.8 General Condition 12 is Deleted from this Contract.

## **10. Improvements.**

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

## **11. Planning.**

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

## **12. Restrictions.**

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

## **13. Settlement.**

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

## **14. Licence Agreement.**

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

## **15. Guarantee & Indemnity.**

- 15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

## **16. Foreign Acquisitions and Takeovers Act 1975.**

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
- 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
- 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
- 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
- 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

## **17. Loans / Finance**

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

## **18. Indemnity – Estate Agent**

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

## **19. Adjustments of Outgoings**

- 19.1 The Purchaser must provide current valid copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the settlement date.
- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

## **20. Stamp Duty – Purchasers Buying in unequal Interest**

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands

which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

## **21. Vendor Statement**

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

## **22. Trust**

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;

23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.

23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

## **23. Personal property securities register**

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## **24. Solar Panels**

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation To their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising From and electricity generated by the solar panels, or otherwise.

**GUARANTEE & INDEMNITY**

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

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

**SCHEDULE**

**Vendor:** .....

**Purchaser:** .....

**Guarantor:** .....

**Contract:** A contract dated the ..... of ..... 2026 between the vendor and the purchaser

**EXECUTED AS A DEED** on the ..... of ..... 2026

**SIGNED SEALED AND DELIVERED BY** )

**The said guarantor in the presence of:** ) .....

.....  
Witness

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, 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.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives-
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1) (b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 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.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14. DEPOSIT

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

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- settlement;
  - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

#### 16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

#### 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

#### 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor’s entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

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

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

27.3 A document is sufficiently served:

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

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.1 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land; and
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# 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.

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	23 Arndell Street, Thomastown 3074
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<b>Vendor's name</b>	CANE KOTESKI	<b>Date</b> / /
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<b>Vendor's signature</b>	
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<b>Vendor's name</b>	MENKA KOTESKA	<b>Date</b> / /
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<b>Vendor's signature</b>	
---------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
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<b>Purchaser's signature</b>	
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# 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$10,000.00

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

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

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

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

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

**4.1. Notice, Order, Declaration, Report or Recommendation**

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

Are contained in the attached certificates and/or statements.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**4.3. Compulsory Acquisition**

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

Not Applicable.

**5 BUILDING PERMITS**

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

Not Applicable.

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

**8 SERVICES**

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

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

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

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

## 13 ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 07782 FOLIO 015

Security no : 124131329233M  
Produced 14/01/2026 02:44 PM

**LAND DESCRIPTION**

Lot 197 on Plan of Subdivision 013050.  
PARENT TITLE Volume 07100 Folio 829  
Created by instrument 2521217 03/10/1952

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
CANE KOTESKI  
MENKA KOTESKA both of 18 SALAMANDER AVENUE THOMASTOWN VIC 3074  
AF215559F 19/07/2007

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AF215560W 19/07/2007  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT 2521217 03/10/1952

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 or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE LP013050 FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 23 ARNDELL STREET THOMASTOWN VIC 3074

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

DOCUMENT END

# Imaged Document Cover Sheet

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**PLAN OF SUBDIVISION**  
**PART OF CROWN SECTION 25**  
 AT THOMASTOWN  
**PARISH OF KEELBUNDORA**  
 COUNTY OF BURKE

**LP 13050**  
**EDITION 4**  
 PLAN MAY BE LODGED 29-1929

**4 SHEETS**  
**SHEET 1**

**Measurements are in Feet & Inches**  
 Conversion Factor  
**FEET X 0.3048 = METRES**  
 VOL. 5507 FOL. 362

**APPROPRIATIONS**

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

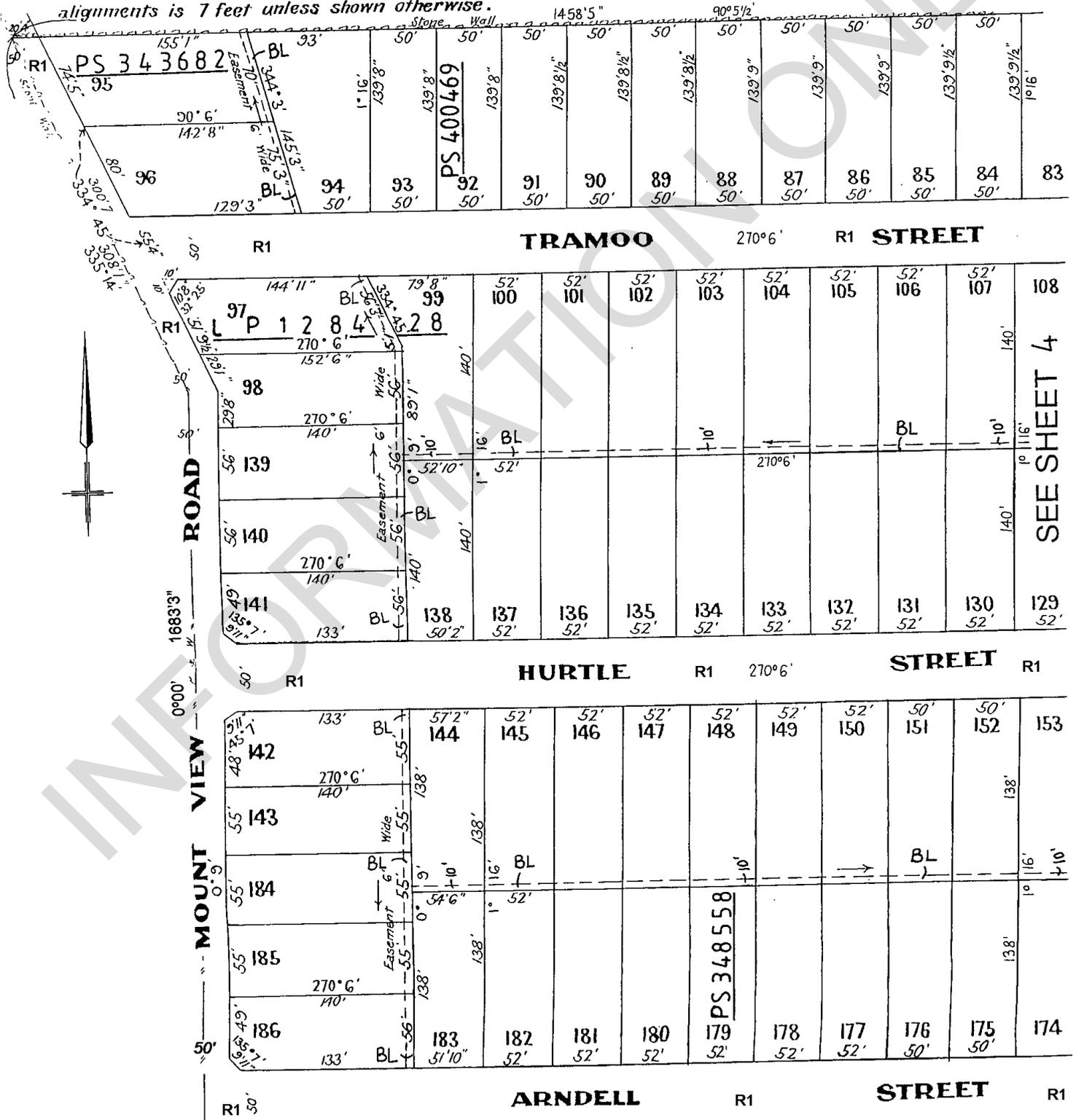
**COLOUR CODE**

BL=BLUE G=GREEN  
 R1=BROWN P=PURPLE  
 Y=YELLOW R=RED  
 H=HATCH CH=CROSS HATCH

**STREET NAME AMENDED FROM EPPING ROAD TO HIGH STREET VIDE GAZ. 1962 P. 3207**

**NOTE.**

*The distance from the splayed corners to the intersection of the street alignments is 7 feet unless shown otherwise.*

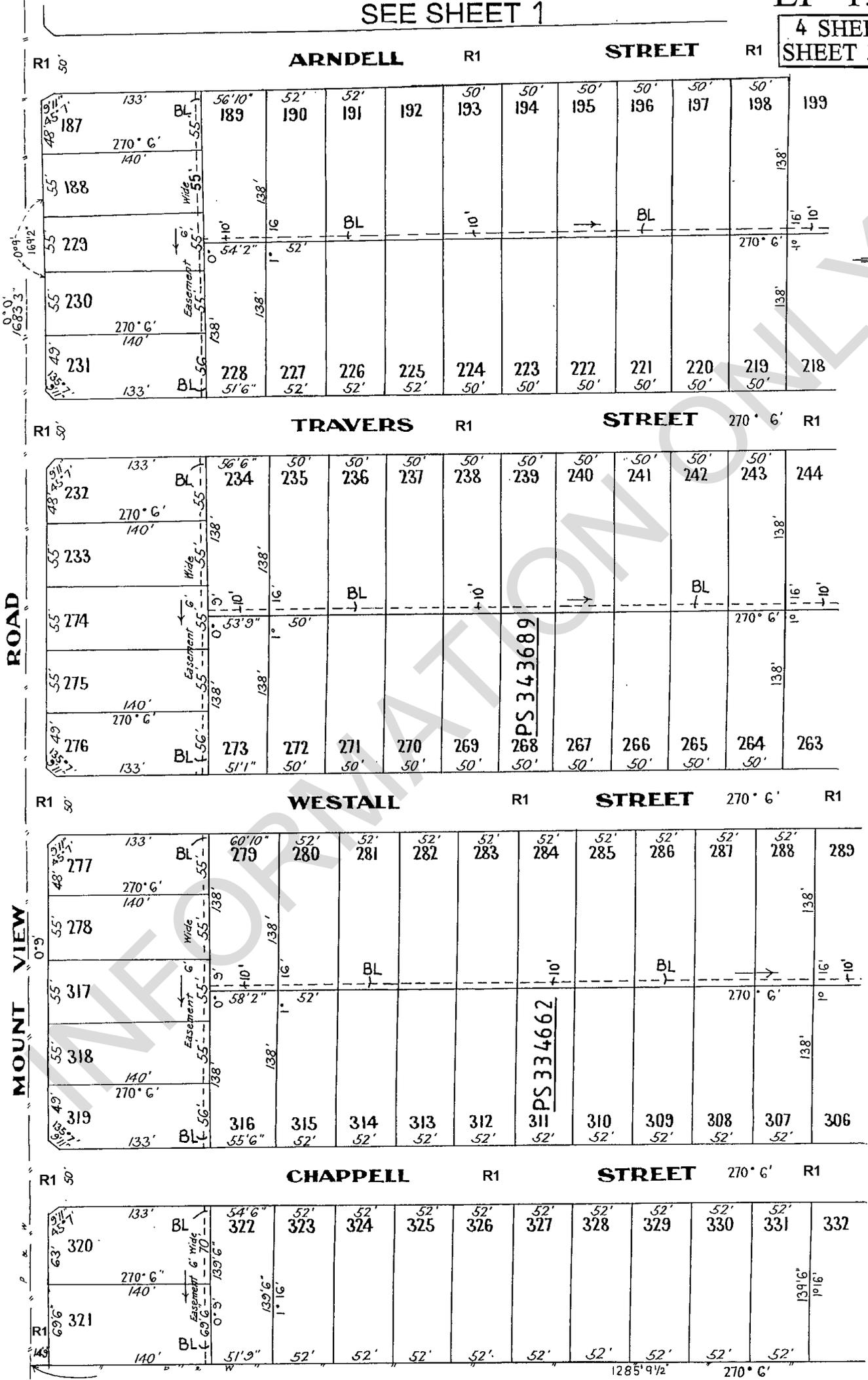


SEE SHEET 2

LP 13050

SEE SHEET 1

4 SHEETS  
SHEET 2



SEE SHEET 3

1285' 9 1/2" 270° 6'

SEE SHEET 4

4 SHEETS  
SHEET 3

270' 6" R1 ARNDELL STREET R1

198	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	42
199	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	41
200	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	40
201	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	39
202	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	38
203	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	37
204	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	36
205	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	35
206	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	34
207	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	33
208	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	32
219	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	31
218	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	30
217	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	29
216	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	28
215	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	27
214	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	26
213	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	25
212	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	24
211	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	23
210	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	22
209	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	173'	21

R1 TRAVERS STREET R1

243	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	30
244	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	29
245	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	28
246	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	27
247	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	26
248	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	25
249	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	24
250	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	23
251	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	22
252	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	21
253	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	20
264	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	19
263	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	18
262	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	17
261	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	16
260	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	15
259	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	14
258	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	13
257	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	12
256	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	11
255	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	10
254	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	138'	123'	9

R1 WESTALL STREET R1

288	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	18
289	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	17
290	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	16
291	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	15
292	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	14
293	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	13
294	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	12
295	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	11
296	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	10
297	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	9
307	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	8
306	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	7
305	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	6
304	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	5
303	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	4
302	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	3
301	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	2
300	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	1
299	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	0
298	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	0

R1 CHAPPELL STREET R1

331	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	6
332	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	5
333	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	4
334	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	3
335	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	2
336	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	1
337	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	0
338	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	0
339	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	0
340	52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 2 1/2"	55' 2 1/2"	138'	123'	0

SEE SHEET 2

STREET

HIGH







# Imaged Document Cover Sheet

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Document Identification	<b>2521217</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
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301  
180  
Labels  
City of Jones

The Registrar of Titles

5290447

Please register this Transfer and hand  
Certificate of Title to issue

MICROFILMED

Book 180 / 301  
2521217

herein to Norman G. Phillips  
Septimus Jones

7247



801  
180

521852

LODGED  
3 OCT 1952



See Red & Blue  
7100-829 pt  
under annex  
One as to the  
blue easement  
etc see 212  
as to the whole  
The cove, herein

St. 16  
17/2/53  
19.2.53.

Ed. RBK  
26/2/53.

CHERRYWOOD ESTATES PROPRIETARY LIMITED of 287 Collins Street  
Melbourne being registered as the proprietor of an estate in  
fee simple in the land hereinafter described, subject to the  
encumbrances notified hereunder in consideration of the sum  
of SEVENTY TWO POUNDS TEN SHILLINGS (£72.10.0) paid to it by  
RAYMOND LESLIE SHUGG Boot Trade Employee and LOIS RUBY LILLIAN  
SHUGG Married Woman both of 122 Mansfield Street Thornbury  
DOTH HEREBY TRANSFER to the said RAYMOND LESLIE SHUGG and  
LOIS RUBY LILLIAN SHUGG All its estate and interest in ALL THAT  
piece of land being Lot 197 on Plan of Subdivision No. 13050  
lodged in the Office of Titles and being part of Crown Section  
25 Parish of Keelbundora County of Bourke and being part of  
the land described in Certificate of Title Volume 7100 Folio  
1419829 AND Raymond Leslie Shugg and Lois Ruby Lillian Shugg  
aforesaid for themselves their heirs executors and adminis-  
trators and transferees HEREBY COVENANT with the said Cherrywood  
Estates Proprietary Limited its successors and transferees  
and the registered proprietor or proprietors for the time being  
of the land remaining untransferred in Certificate of Title  
Volume 7100 Folio 1419829 [that no quarrying operations shall  
at any time hereafter be carried on in or upon the said Lot  
197 and no stone earth clay gravel or sand shall at any time  
hereafter be carried away or removed from the said Lot 197  
except for the purpose of excavating for the foundations of  
any building to be erected thereon or use or permit or allow  
the said land hereby transferred to be used for the manufacture  
or winning of bricks tiles or pottery ware] AND it is intended  
that the above Covenant shall be set out as an encumbrance  
at the foot of the Certificate of Title to be issued in respect  
of the land hereby transferred and shall run with the land.  
DATED the 1<sup>st</sup> day of October One  
thousand nine hundred and fiftytwo.

17/10/52.  
Balanna

IMAGED

*Handwritten scribbles at the top of the page.*

*Handwritten scribbles on the left side of the page.*

THE COMMON SEAL of CHERRYWOOD  
ESTATES PROPRIETARY LIMITED was  
hereto affixed by order of the  
Board of Directors in the presence  
of:

*Handwritten signature of a Director*  
Director

*Handwritten signature of a Secretary*  
Secretary

SIGNED by the said RAYMOND LESLIE  
SHUGG and LOIS RUBY LILLIAN SHUGG  
IN Victoria in the presence of:

*Handwritten signature of R. L. Shugg*  
*Handwritten signature of L. Shugg*

*Handwritten signature of Grand J.P. Macovean*

ENCUMBRANCES REFERRED TO

Any Easements existing over the same by virtue of the  
operation of Section 212 of the Transfer of Land Act 1928.

INFORMATION ONLY

*Handwritten scribbles at the bottom of the page.*

<b>Date of issue</b> 16/01/2026	<b>Assessment No.</b> 256248	<b>Certificate No.</b> 180212	<b>Your reference</b> 79338823-016-8
------------------------------------	---------------------------------	----------------------------------	---

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 23 Arndell Street THOMASTOWN 3074

**Description:** LOT: 197 LP: 13050

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$675,000	\$550,000	\$33,750

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2025	\$1,595.93
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$116.78
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 16/01/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$2,163.38

<i>Balance of rates &amp; charges due:</i>	-\$0.02
--	---------

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>-\$0.02</b>
--	----------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

   **131 450**

## 2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

## 3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

## 4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

## 5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

### ***Interest penalty on late payments***

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

## 6. Other information:



Authorising Officer

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

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

---

Payment can be made using these options.

---



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **256248**



Phone 1300 301 185  
Ref **256248**



Billers Code **5157**  
Ref **256248**

14th January 2026

Melbourne Real Estate Conveyancing C/- InfoTrack (  
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	23 ARNDELL STREET THOMASTOWN 3074
<b>Applicant</b>	Melbourne Real Estate Conveyancing C/- InfoTrack ( LANDATA
<b>Information Statement</b>	31003210
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	396012

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	23 ARNDELL STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

## **Melbourne Water Property Information Statement**

Property Address	23 ARNDELL STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

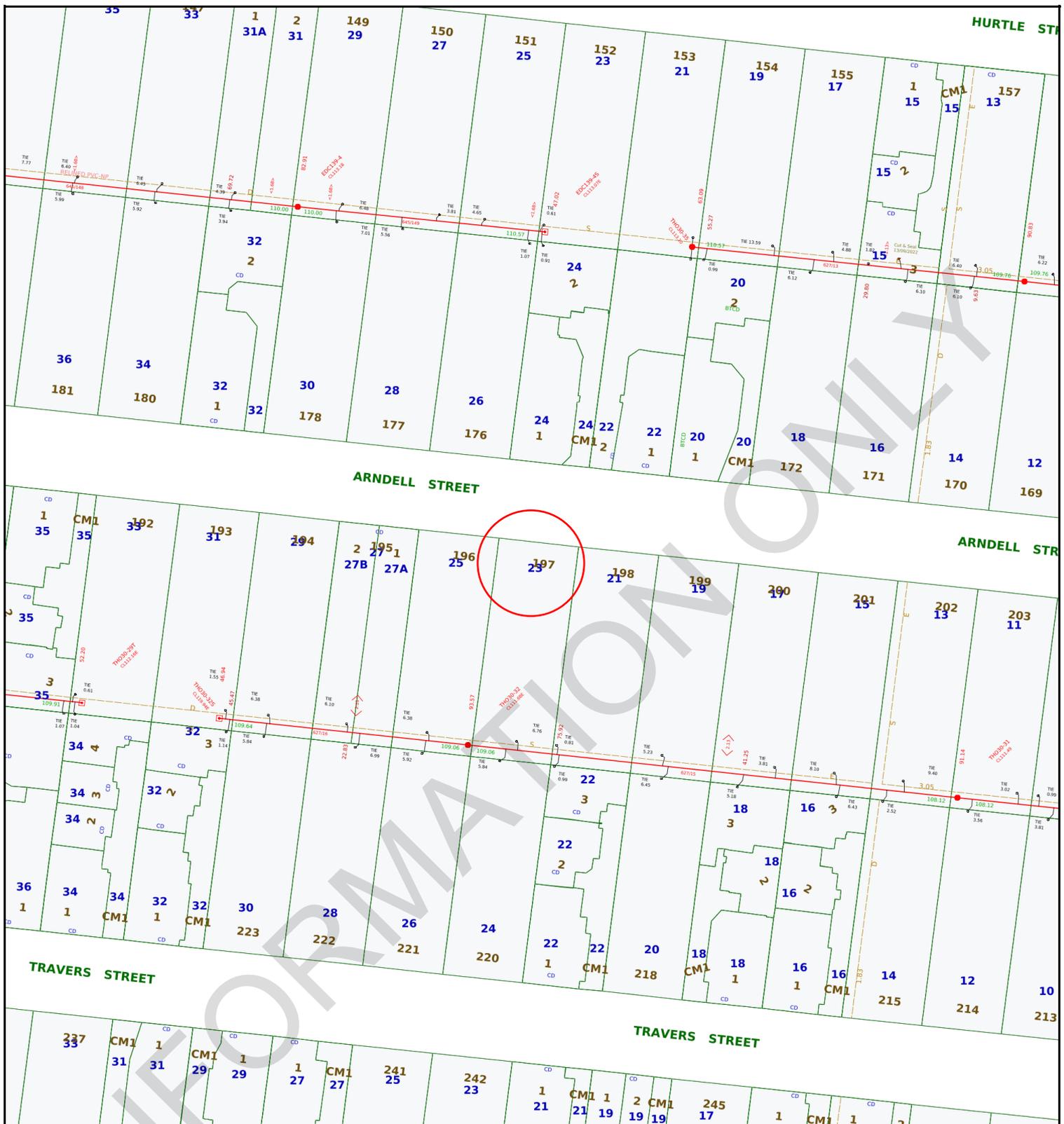
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water  
Information Statement  
Number: 31003210**

<b>Address</b>	23 ARNDELL STREET THOMASTOWN 3074
<b>Date</b>	14/01/2026
<b>Scale</b>	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA)  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 1915089615  
**Rate Certificate No:** 31003210

**Date of Issue:** 14/01/2026  
**Your Ref:** 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
23 ARNDELL ST, THOMASTOWN VIC 3074	197\LP13050	1222235	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	04-08-2025 to 06-11-2025	\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82

### Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$193.68



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

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**Property No:** 1222235

**Address:** 23 ARNDELL ST, THOMASTOWN VIC 3074

**Water Information Statement Number:** 31003210

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 19150896156

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 26/4193VS

Certificate No: 95041441

Issue Date: 14 JAN 2026

Enquiries: ESYSPROD

Land Address: 23 ARNDELL STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13745718	197	13050	7782	15	\$2,100.00

Vendor: MENKA KOTESKA & CANE KOTESKI

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR CANE KOTESKI	2026	\$550,000	\$2,100.00	\$0.00	\$2,100.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$675,000

SITE VALUE (SV): \$550,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$2,100.00**

# Notes to Certificate - Land Tax

Certificate No: 95041441

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,100.00

Taxable Value = \$550,000

Calculated as \$1,350 plus ( \$550,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,750.00

Taxable Value = \$675,000

Calculated as \$675,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 95041441

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 95041441

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 26/4193VS

Certificate No: 95041441

Issue Date: 14 JAN 2026

Enquires: ESYSPROD

Land Address: 23 ARNDELL STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13745718	197	13050	7782	15	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$675,000
SITE VALUE:	\$550,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 95041441

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	26/4193VS
Certificate No:	95041441
Issue Date:	14 JAN 2026

**Land Address:** 23 ARNDELL STREET THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
197	13050	7782	15

**Vendor:** MENKA KOTESKA & CANE KOTESKI

**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 95041441

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 95041448

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 95041448

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 14th January 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

23 ARNDELL STREET, THOMASTOWN 3074  
CITY OF WHITTLESEA

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

Date of issue: 14th January 2026

Telephone enquiries regarding content of certificate: 13 11 71

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1214090

## APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-  
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

## VENDOR

KOTESKI, CANE

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 197 PLAN LP13050 ALSO KNOWN AS 23 ARNDELL STREET THOMASTOWN  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 4
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

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

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

14 January 2026

**Sonya Kilkenny**  
Minister for Planning



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 30 January 2026 10:35 AM

## PROPERTY DETAILS

Address: **23 ARNDELL STREET THOMASTOWN 3074**  
 Lot and Plan Number: **Lot 197 LP13050**  
 Standard Parcel Identifier (SPI): **197\LP13050**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **256248**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 8 J6**

[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

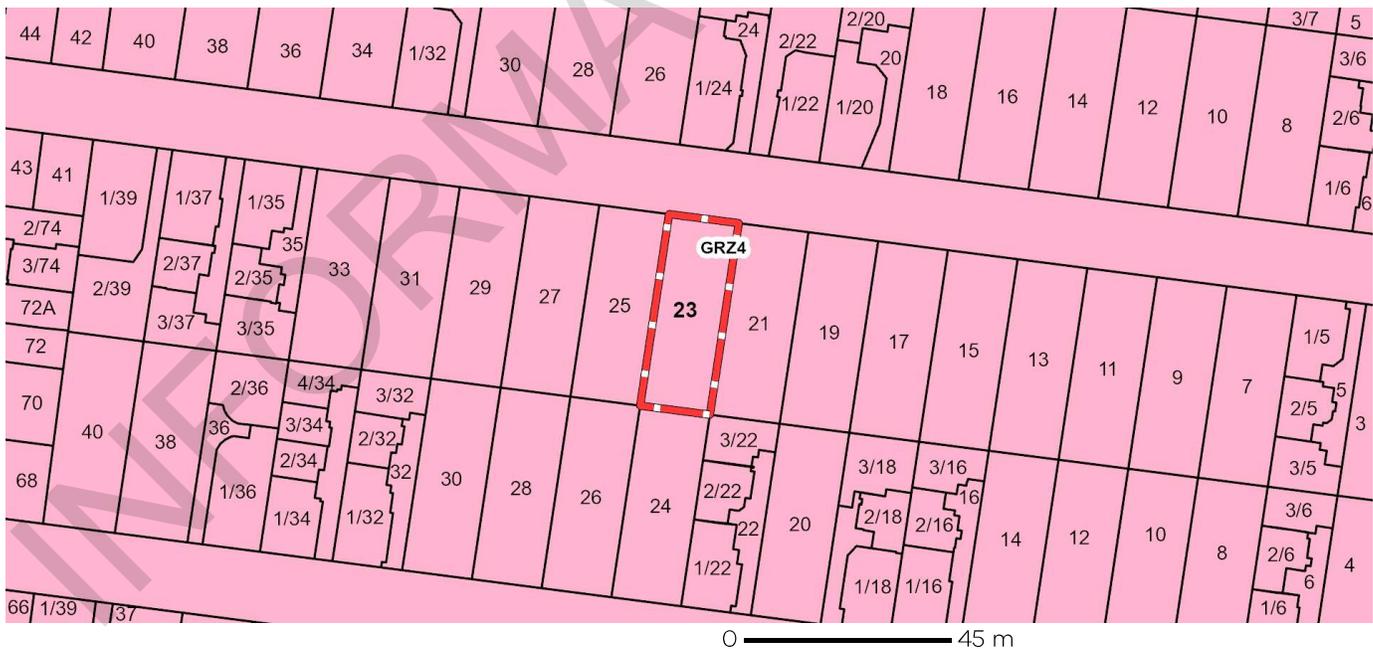
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



**GRZ - General Residential**

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

## Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



DCPO - Development Contributions Plan Overlay

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

## Further Planning Information

Planning scheme data last updated on 23 January 2026.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# PROPERTY REPORT

Created at 03 February 2026 09:50 AM

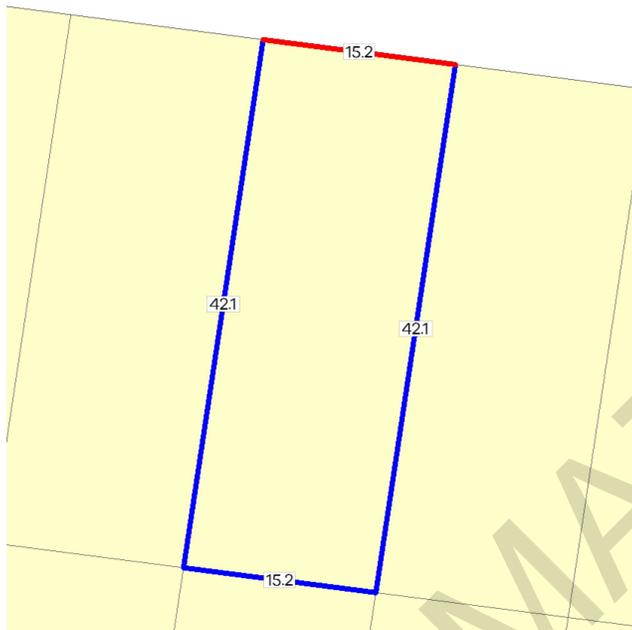
## PROPERTY DETAILS

Address: **23 ARNDELL STREET THOMASTOWN 3074**  
Lot and Plan Number: **Lot 197 LP13050**  
Standard Parcel Identifier (SPI): **197\LP13050**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **256248**  
Directory Reference: **Melway 8 J6**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 641 sq. m

**Perimeter:** 115 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

# PROPERTY REPORT

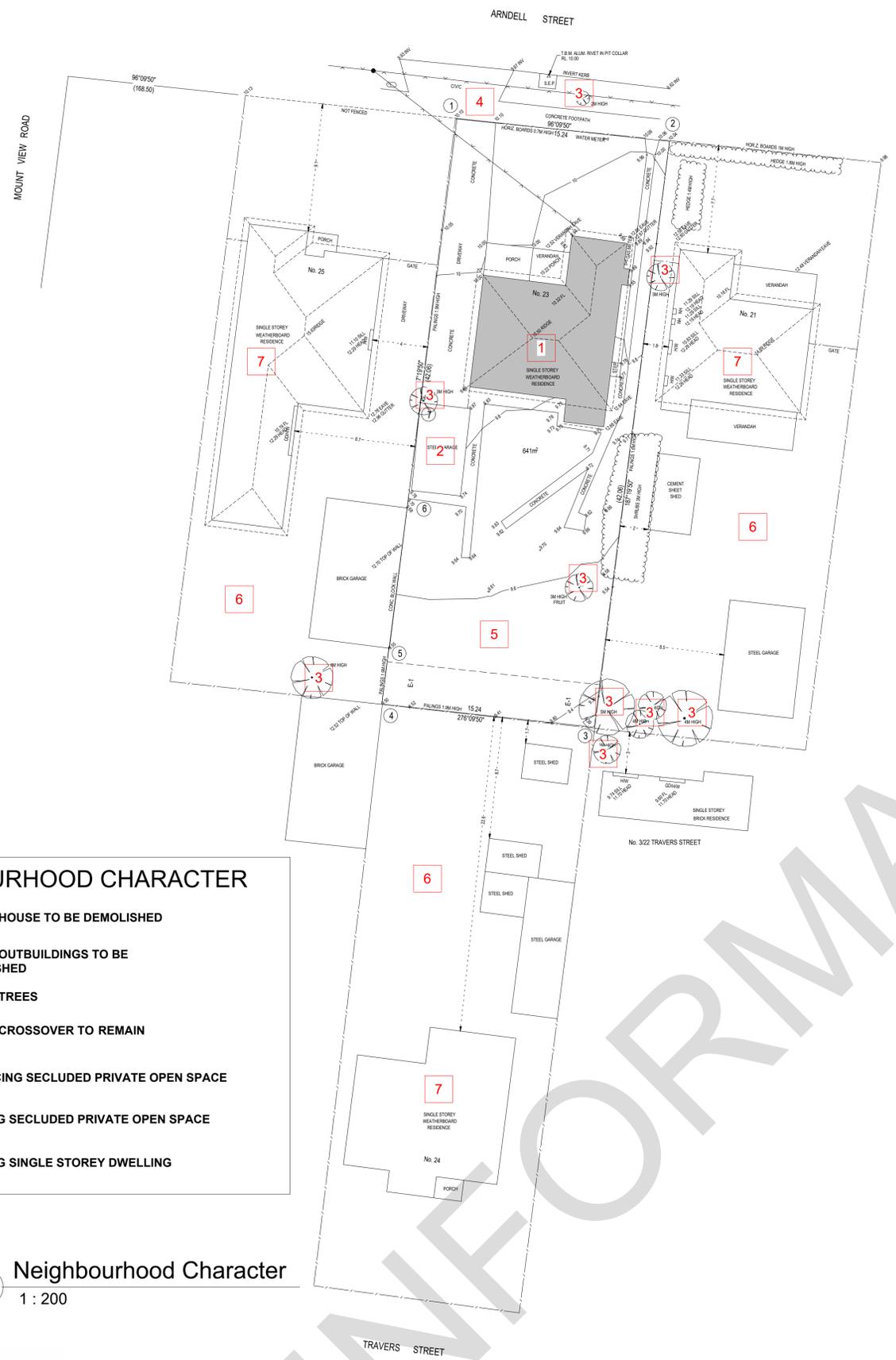


Energy,  
Environment  
and Climate Action

## Area Map

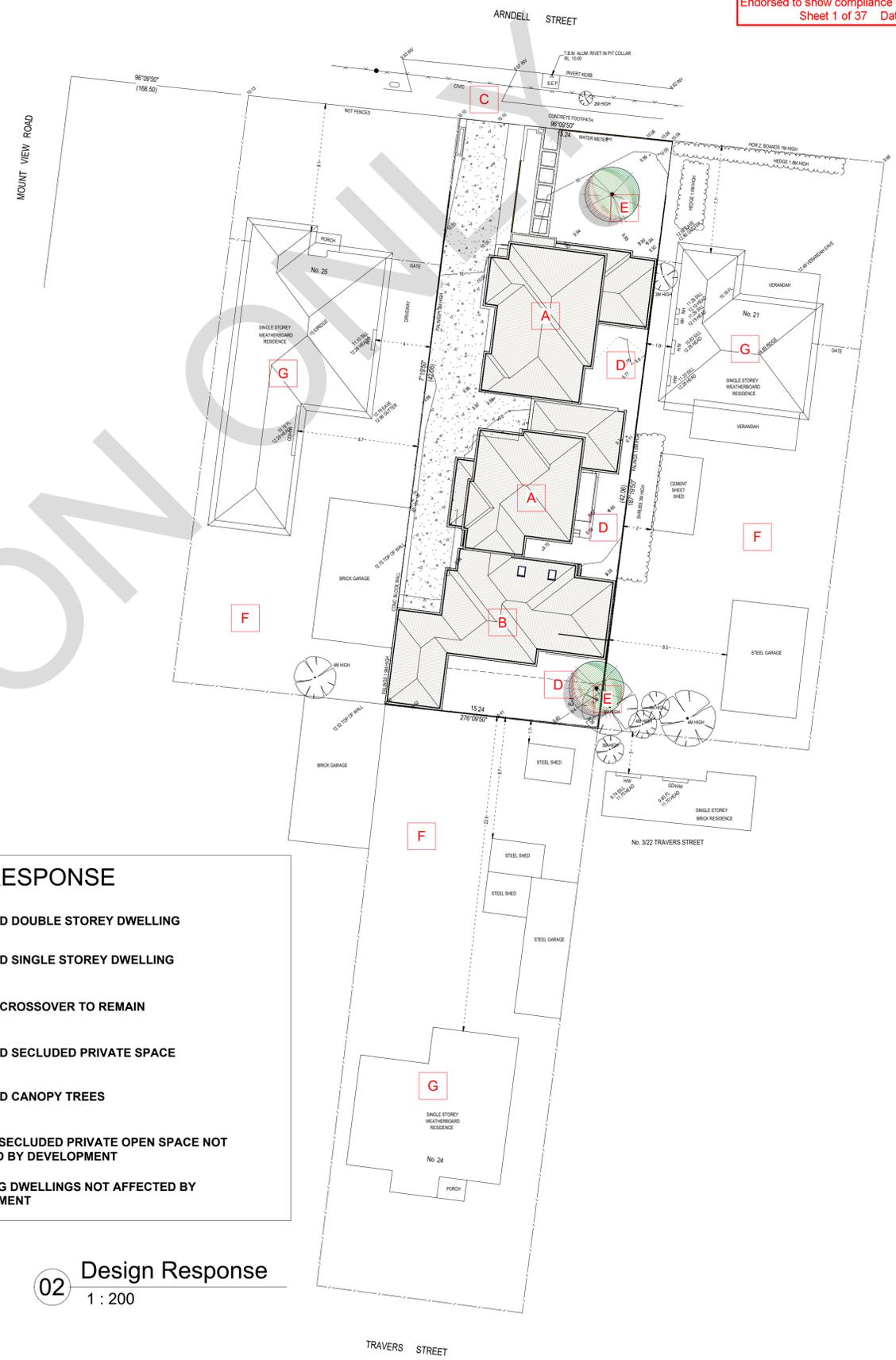


Selected Property



- NEIGHBOURHOOD CHARACTER**
- 1 EXISTING HOUSE TO BE DEMOLISHED
  - 2 EXISTING OUTBUILDINGS TO BE DEMOLISHED
  - 3 EXISTING TREES
  - 4 EXISTING CROSSOVER TO REMAIN
  - 5 WEST FACING SECLUDED PRIVATE OPEN SPACE
  - 6 ADJOINING SECLUDED PRIVATE OPEN SPACE
  - 7 ADJOINING SINGLE STOREY DWELLING

01 Neighbourhood Character  
 1 : 200



- DESIGN RESPONSE**
- A PROPOSED DOUBLE STOREY DWELLING
  - B PROPOSED SINGLE STOREY DWELLING
  - C EXISTING CROSSOVER TO REMAIN
  - D PROPOSED SECLUDED PRIVATE SPACE
  - E PROPOSED CANOPY TREES
  - F ADJOINING SECLUDED PRIVATE OPEN SPACE NOT AFFECTED BY DEVELOPMENT
  - G ADJOINING DWELLINGS NOT AFFECTED BY DEVELOPMENT

02 Design Response  
 1 : 200

REV	DESCRIPTION	DATE
RevA	AS PER REF (2-DWG)	20.01.2022
RevB	AS PER PLANNING PERMIT (18-MAY)	26.05.2022

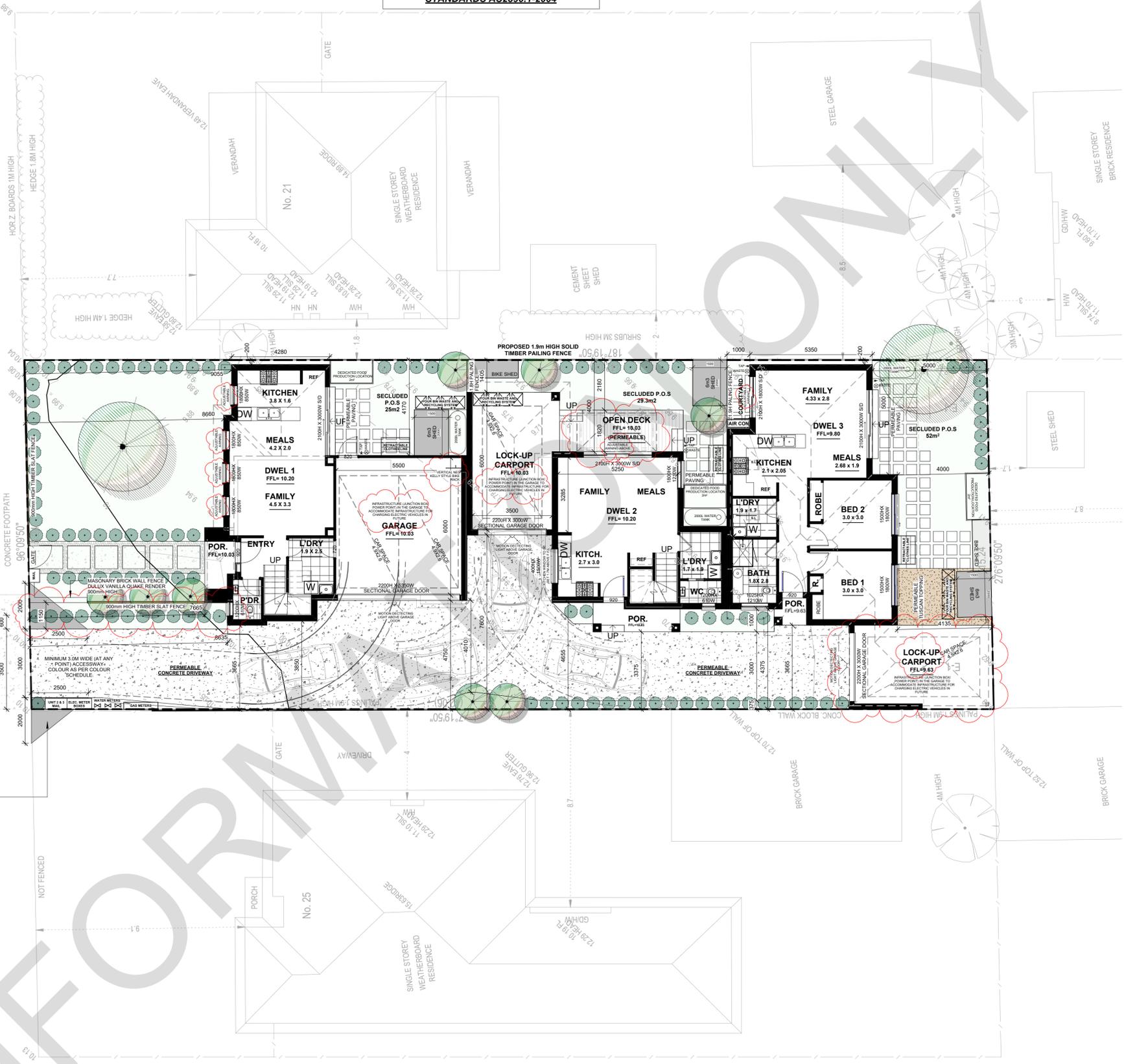
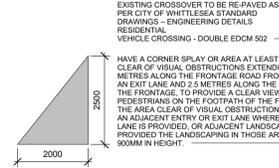


AREA ANALYSIS			
	DWEL 1	DWEL 2	DWEL 3
GROUND FLOOR	51m <sup>2</sup>	45m <sup>2</sup>	74m <sup>2</sup>
FIRST FLOOR	64m <sup>2</sup>	47m <sup>2</sup>	-
PORCH	4m <sup>2</sup>	4m <sup>2</sup>	2m <sup>2</sup>
GARAGE	36m <sup>2</sup>	-	24m <sup>2</sup>
CARPORIT	-	24m <sup>2</sup>	-
<b>TOTAL</b>	<b>155m<sup>2</sup> (14.7%)</b>	<b>120m<sup>2</sup> (12.9%)</b>	<b>100m<sup>2</sup> (10.7%)</b>
SECLUDED P.O.S	25m <sup>2</sup>	29.3m <sup>2</sup>	52m <sup>2</sup>
TOTAL P.O.S	125m <sup>2</sup>	40.6m <sup>2</sup>	54.9m <sup>2</sup>
SITE AREA	= 641m <sup>2</sup>		
SITE COVERAGE	= 264m <sup>2</sup> = 41.2%		
PERMEABILITY	= 58.8%		
GARADEN AREA	= 223.5m <sup>2</sup> = 34.9% > 30%		

**THE LAYOUT OF CAR SPACES AND ACCESSWAYS DEMONSTRATED TO BE CONSISTENT WITH AUSTRALIAN STANDARDS AS2890.1-2004**

WATER EFFICIENT GARDENS PER LANDSCAPE ARCHITECT'S DESIGN AND SPECIFICATION  
 WHITTLESEA PLANNING SCHEME  
 DOUBLE GLAZING WINDOWS TO ALL HABITABLE ROOMS  
 Endorsed for compliance with Condition (s) 2, 3 & 4  
 Sheet 2 of 37 Date: 27/07/2022  
 MAXIMUM LIGHTING DENSITY OF 4W/M<sup>2</sup> FOR ALL INTERNAL LIGHTING OF DWELLINGS.

- EXTERNAL LIGHTING TO BE CONTROLLED BY MOTION SENSORS
- PRIVATE UNCOVERED CLOTHES LINES AS INDICATED ON PLANS
- ALL WINDOWS CAN BE LOCKED IN THE OPEN POSITION
- 80% OF CONSTRUCTION AND DEMOLITION WASTE MUST BE RECYCLED.
- USE LOW VOC PAINTS FOR THE INTERNAL WALLS IS RECOMMENDED.
- ALL TIMBER USED IN THE DEVELOPMENT SHOULD BE FOREST STEWARDSHIP COUNCIL (FSC) OR PROGRAM FOR THE ENDORSEMENT OF FOREST CERTIFICATION (PEFC) CERTIFIED OR RECYCLED / REUSED.
- 4 BIN WASTE/RECYCLE SYSTEM AS INDICATED ON PLANS
- WATER TANKS TO HAVE TAPS
- TAPS AND FLOOR WASTE AS INDICATED IN UNIT YARDS
- FOOD PRODUCTION AREAS AS INDICATED IN UNIT YARDS



01 TP Ground Floor  
 1: 100



Multi - Unit Development

REGISTERED Building Practitioner  
 T. 0430 078 590  
 E. NICK@KARADESIGN.COM.AU  
 DP-AD 38732  
 ACN: 606 159 282  
 ABN: 99 606 159 282

Client Name  
 CANE KOTESKI

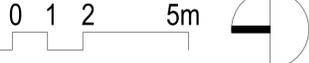
Date  
 04.04.2022  
 Scale  
 1: 100

Project number  
 K079022

Ground Floor

TP - 02

REV	DESCRIPTION	DATE
RevA	AS PER REF (2-DWG)	20.01.2022
RevB	AS PER PLANNING PERMIT (18-MAY)	26.05.2022



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WATER EFFICIENT GARDEN AS PER LANDSCAPE ARCHITECT'S DESIGN AND SPECIFICATION  
 WHITTLESEA PLANNING SCHEME  
 DOUBLE GLAZING WINDOWS TO ALL HABITABLE ROOMS  
 Endorsed to show compliance with Condition (s) 2, 3 & 4  
 MAXIMUM LIGHTING DENSITY OF 24W/M2 FOR ALL INTERNAL LIGHTING OF DWELLINGS.

EXTERNAL LIGHTING TO BE CONTROLLED BY MOTION SENSORS

PRIVATE UNCOVERED CLOTHES LINES AS INDICATED ON PLANS

ALL WINDOWS CAN BE LOCKED IN THE OPEN POSITION

80% OF CONSTRUCTION AND DEMOLITION WASTE MUST BE RECYCLED.

USE LOW VOC PAINTS FOR THE INTERNAL WALLS IS RECOMMENDED.

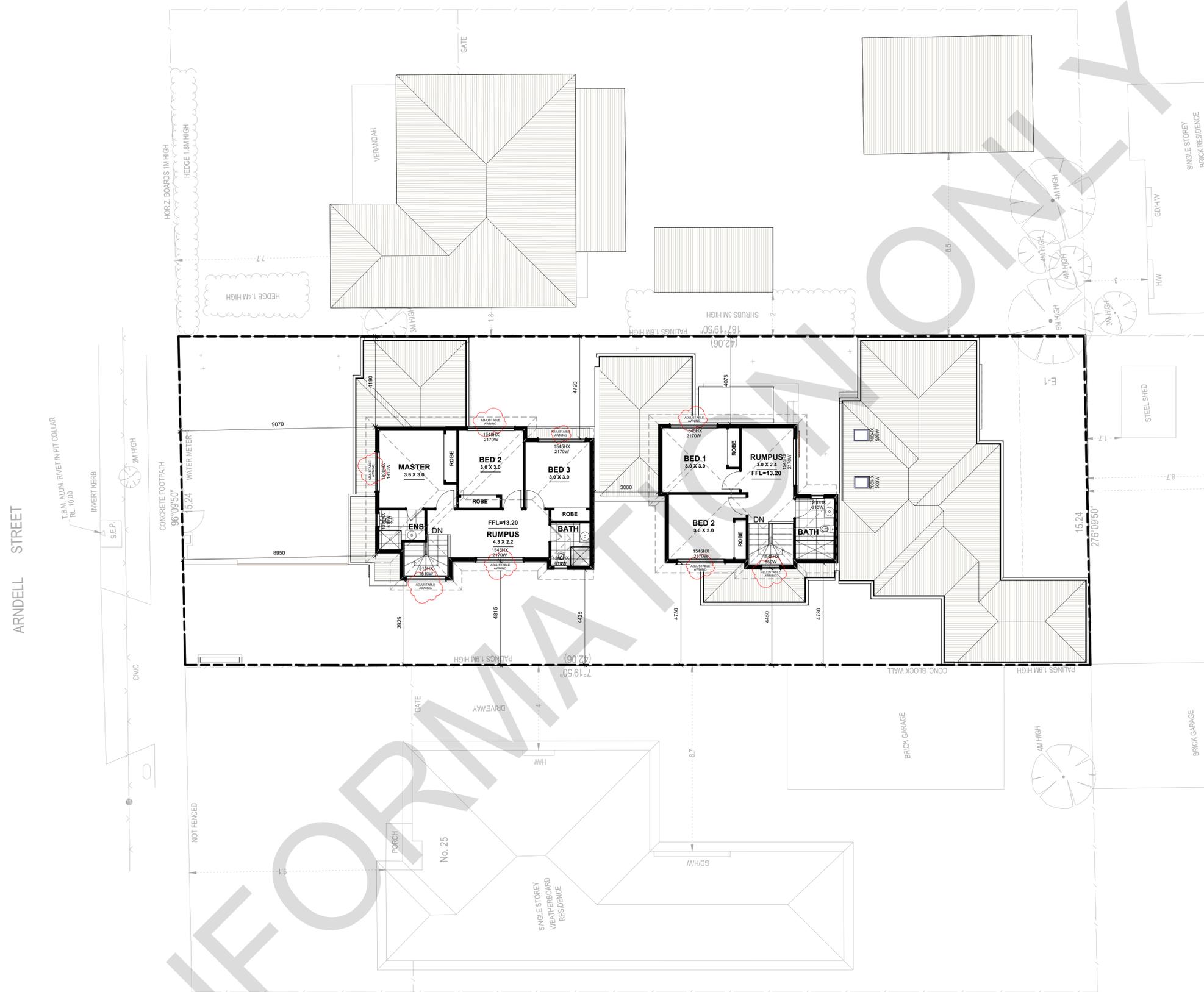
ALL TIMBER USED IN THE DEVELOPMENT SHOULD BE FOREST STEWARDSHIP COUNCIL (FSC) OR PROGRAM FOR THE ENDORSEMENT OF FOREST CERTIFICATION (PEFC) CERTIFIED OR RECYCLED / REUSED.

4 BIN WASTE/RECYCLE SYSTEM AS INDICATED ON PLANS

WATER TANKS TO HAVE TAPS

TAPS AND FLOOR WASTE AS INDICATED IN UNIT YARDS

FOOD PRODUCTION AREAS AS INDICATED IN UNIT YARDS



01 First Floor  
 1 : 100



# Multi - Unit Development

REGISTERED Building Practitioner  
 T. 0430 078 590  
 E. NICK@KARADESIGN.COM.AU  
 DP-AD 38732  
 ACN: 606 159 282  
 ABN: 99 606 159 282

Client Name  
 CANE KOTESKI

Date  
 04.04.2022  
 Scale  
 1 : 100

Project number  
 K079022

First Floor

TP - 03

REV	DESCRIPTION	DATE
RevA	AS PER REF 1/2 ORIG	20.01.2022
RevB	AS PER PLANNING PERMIT (18-MAY)	26.05.2022



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01 North Elevation  
1 : 100



02 West Elevation  
1 : 100



04 South Elevation  
1 : 100



03 East Elevation  
1 : 100



06 Fence Elevation  
1 : 100



EXAMPLE OF HORIZONTAL ADJUSTABLE AWNING

EXAMPLE OF VERTICAL ADJUSTABLE AWNING

MATERIALS / COLOUR SCHEDULE

FACE BRICKWORK PGH ALTITUDE APOLLO	COLORBOND MONUMENT -ROOF SHEETING -GUTTER & FASCIA -WINDOW & DOOR FRAMES	DULUX WHITE POLAR QUARTER -HORIZONTAL SCYON STRIA CLADDING	DULUX VANILLA QUAKE -PORCH RENDER -RENDER WHEN INDICATED	CHARCOAL - PERMEABLE CONCRETE DRIVEWAY - CARPORT FINISH



05 3D Facade

REV	DESCRIPTION	DATE
RevA	AS PER REF 1 (2-DWG)	20.01.2022
RevB	AS PER PLANNING PERMIT (18-MAY)	26.05.2022

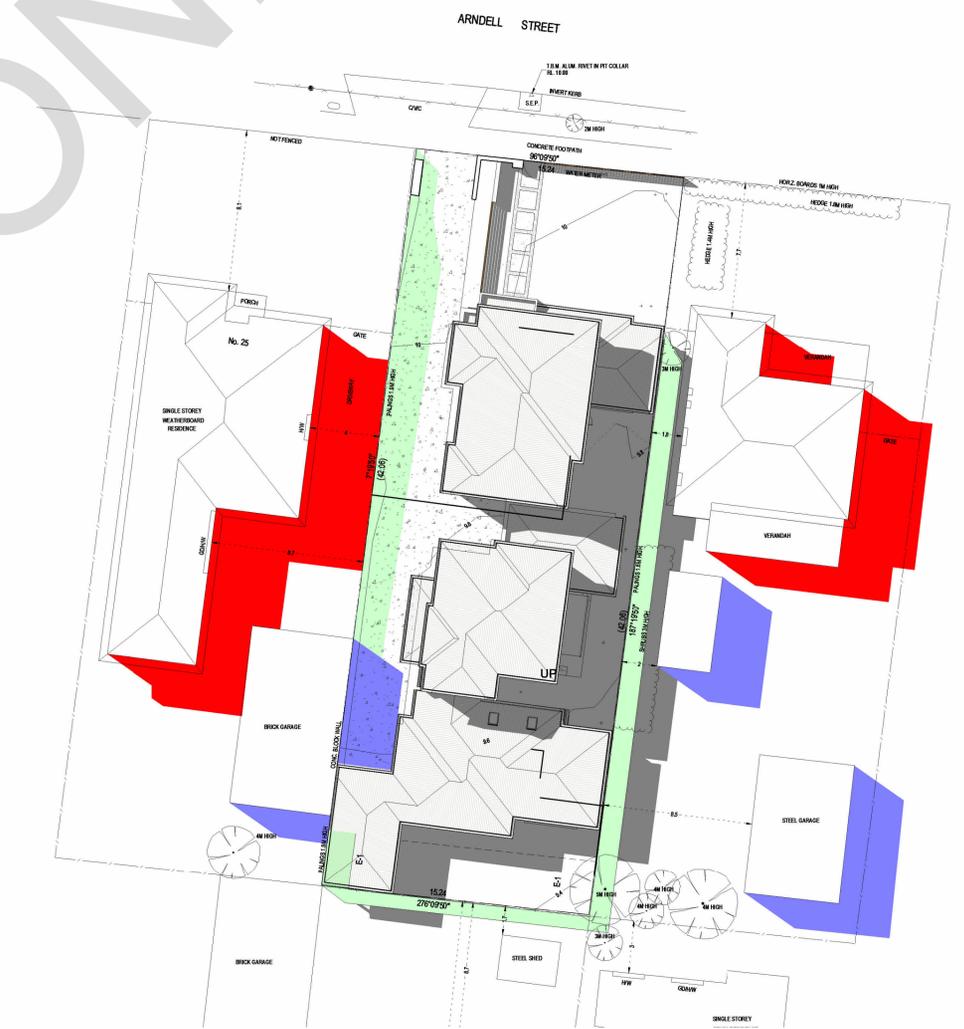
- SHADOWS CAST BY EXISTING DWELLINGS
- SHADOWS CAST BY PROPOSED DEVELOPMENT
- SHADOWS CAST BY EXISTING OUTBUILDINGS
- SHADOWS CAST BY EXISTING PAILING FENCES



01 Shadow Diagram 9am  
 1 : 200



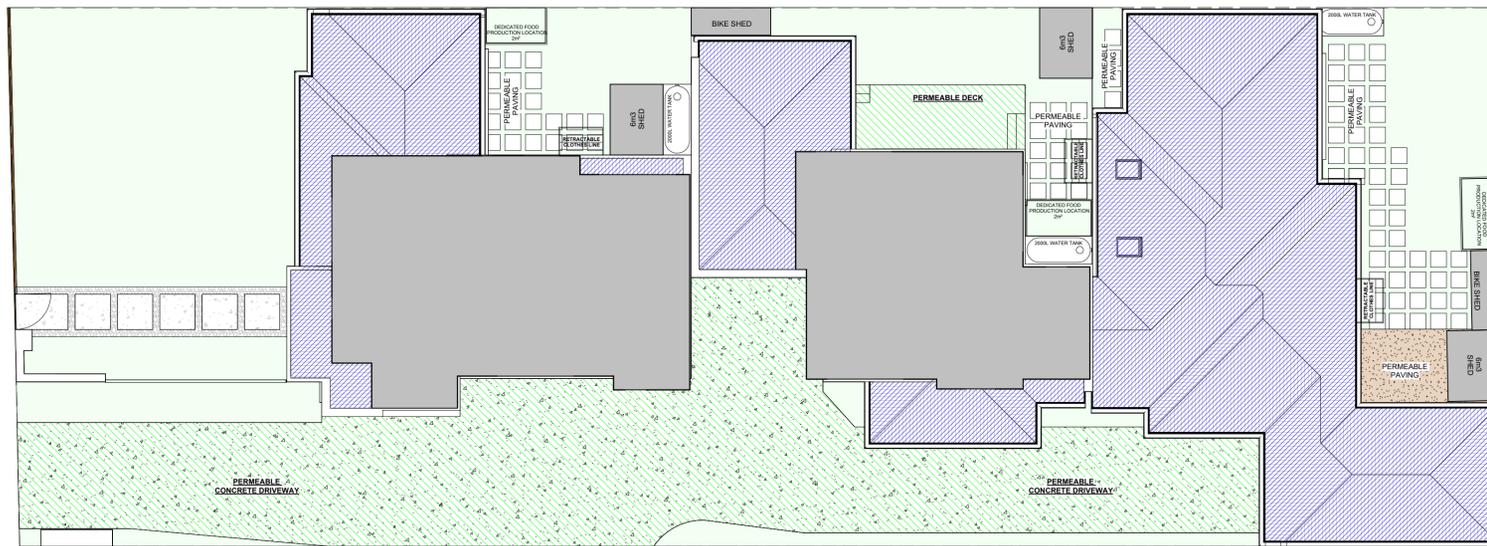
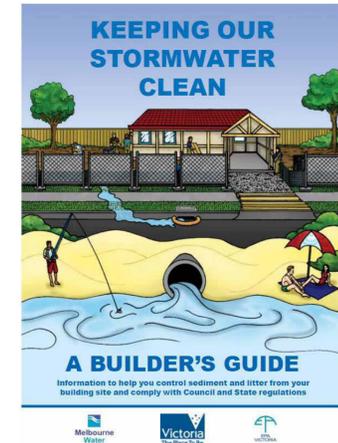
02 Shadow Diagram 12pm  
 1 : 200



03 Shadow Diagram 3pm  
 1 : 200

REV	DESCRIPTION	DATE
RevA	AS PER REF (2-DWG)	20.01.2022
RevB	AS PER PLANNING PERMIT (18-MAY)	26.05.2022





01 WUSD - A  
1:100

**WSUD NOTES**

**DWELLING 1**

**RAINWATER TANKS**  
 THE RAINWATER FROM DWELLING 1 ROOF AREA OF 106.8m<sup>2</sup> IS TO BE COLLECTED AND MUST BE DISCHARGED VIA A GRAVITY FED SYSTEM INTO A 2000L CAPACITY RAINWATER TANK WHICH IS TO BE CONNECTED TO 2 TOILETS FOR TOILET FLUSHING. OVERFLOW SYSTEMS FOR RAIN WATER TANKS MUST BE GRAVITY FEED TO THE L.P.O.D AND NOT SERVICED BY OVERFLOW PUMPS.

**DWELLING 2**

**RAINWATER TANKS**  
 THE RAINWATER FROM DWELLING 2 ROOF AREA OF 90.5m<sup>2</sup> IS TO BE COLLECTED AND DISCHARGED VIA A GRAVITY FED SYSTEM INTO A 2000L CAPACITY RAINWATER TANK WHICH IS TO BE CONNECTED TO 2 TOILETS FOR TOILET FLUSHING. OVERFLOW SYSTEMS FOR RAIN WATER TANKS MUST BE GRAVITY FEED TO THE L.P.O.D AND NOT SERVICED BY OVERFLOW PUMPS.

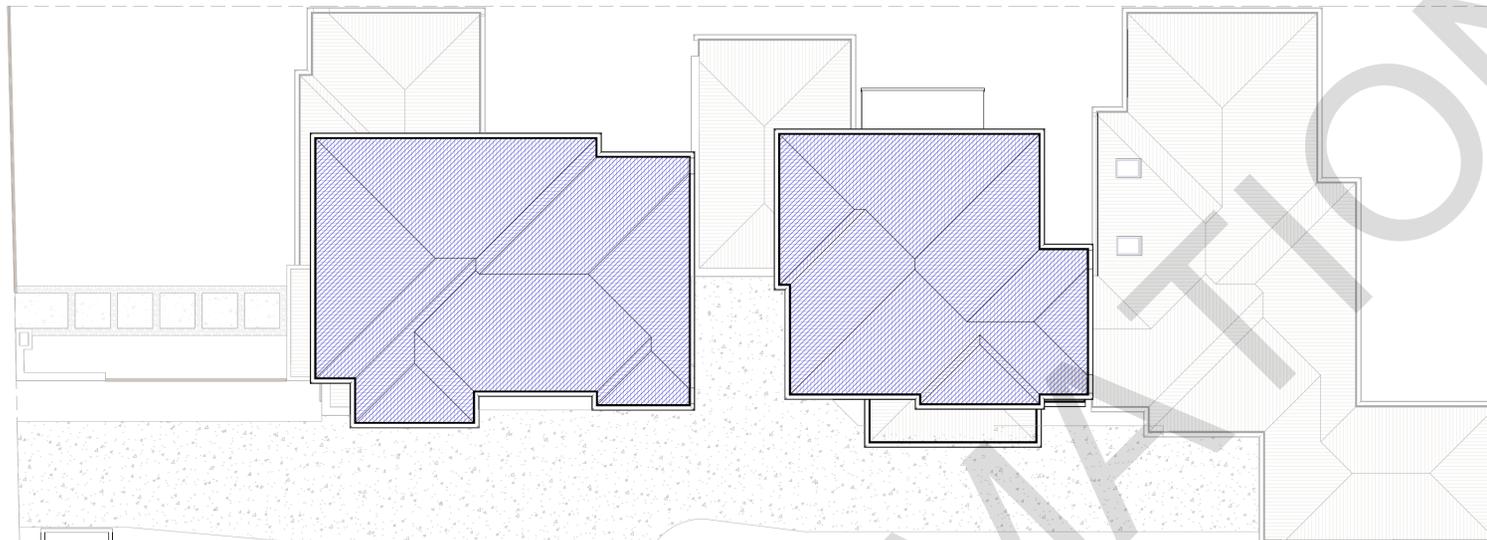
**DWELLING 3**

**RAINWATER TANKS**  
 THE RAINWATER FROM DWELLING 3 ROOF AREA OF 101m<sup>2</sup> IS TO BE COLLECTED AND DISCHARGED VIA A GRAVITY FED SYSTEM INTO A 2000L CAPACITY RAINWATER TANK WHICH IS TO BE CONNECTED TO 1 TOILET FOR TOILET FLUSHING. OVERFLOW SYSTEMS FOR RAIN WATER TANKS MUST BE GRAVITY FEED TO THE L.P.O.D AND NOT SERVICED BY OVERFLOW PUMPS.

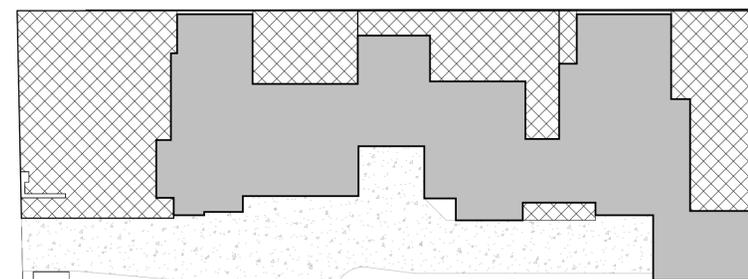
**RAINWATER TANK NOTE:**

ONCE A RAINWATER TANK IS INSTALLED, IT IS RECOMMENDED THAT THE FOLLOWING COMPONENTS OF THE ROOF CATCHMENT AND TANK BE INSPECTED AT LEAST EVERY SIX MONTHS:

- GUTTERS - THEY GENERALLY WILL NEED CLEANING AS WELL AS INSPECTION. IF INSPECTION FINDS LARGE AMOUNTS OF LEAF MATERIAL OR OTHER DEBRIS, THEN THE INSPECTION AND CLEANING FREQUENCY MAY NEED TO BE INCREASED.
- ROOF - CHECK FOR THE PRESENCE OF ACCUMULATED DEBRIS INCLUDING LEAF AND OTHER PLANT MATERIAL.
- ACCUMULATED MATERIAL SHOULD BE CLEARED, IF THESE GUTTERS HAS LED TO OVERHANGING BRANCHES THESE SHOULD BE PRUNED.
- TANK INLETS, INSECT-PROOFING AND LEAF FILTERS - IF NECESSARY THESE SHOULD BE CLEANED AND REPAIRED.
- TANK AND TANK ROOF - CHECK STRUCTURAL INTEGRITY OF THE TANK INCLUDING THE ROOF AND ACCESS COVER. ANY HOLES OR GAPS SHOULD BE REPAIRED.
- INTERNAL INSPECTION - CHECK FOR EVIDENCE OF ACCESS BY ANIMALS, BIRDS OR INSECTS INCLUDING THE PRESENCE OF MOSQUITO LARVAE. IF PRESENT, IDENTIFY AND CLOSE ACCESS POINTS. IF THERE IS ANY EVIDENCE OF ALGAL GROWTH (GREEN GROWTH OR SCUM ON OR IN THE WATER), FIND AND CLOSE POINTS OF LIGHT ENTRY.
- PIPEWORK - CHECK FOR STRUCTURAL INTEGRITY. SECTIONS OF PIPEWORK THAT ARE NOT SELF-DRAINING SHOULD BE DRAINED, BURIED PIPEWORK, SUCH AS WITH WET SYSTEMS, CAN BE DIFFICULT TO DRAIN OR FLUSH. WHERE POSSIBLE DRAINAGE POINTS SHOULD BE FITTED.
- IN ADDITION TO SIX-MONTHLY INSPECTIONS, TANKS SHOULD BE INSPECTED EVERY 2-3 YEARS FOR THE PRESENCE OF ACCUMULATED SEDIMENTS. IF THE BOTTOM OF THE TANK IS COVERED WITH SEDIMENT THE TANK SHOULD BE CLEANED.



02 WUSD B  
1:100



03 Garden Area Plan  
1:200

HATCH DENOTES GARDEN AREA OF 223.5m<sup>2</sup> = 34.9%

**WSUD NOTES**  
 THE DEVELOPMENT MUST BE TREATED TO MEET THE WATER QUALITY PERFORMANCE OBJECTIVES SET OUT IN THE URBAN STORMWATER BEST PRACTICE ENVIRONMENTAL MANAGEMENT GUIDELINES VICTORIA STORMWATER COMMITTEE 1999 (GUIDELINES) AS AMENDED. THE PERFORMANCE OBJECTIVES OF THE GUIDELINES MUST BE MET ENTIRELY ON SITE AS DEMONSTRATED BY A WATER SENSITIVE URBAN DESIGN (WSUD) ASSESSMENT REPORT(S) SUBMITTED TO AND APPROVED BY THE RESPONSIBLE AUTHORITY. EXCEPT THAT WITH THE WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY, UP TO 20% OF TREATMENT MAY BE DELIVERED OFF SITE AS DEMONSTRATED BY A WATER SENSITIVE URBAN DESIGN (WSUD) ASSESSMENT REPORT(S) SUBMITTED TO AND APPROVED BY THE RESPONSIBLE AUTHORITY.

**SEDIMENT MANAGEMENT**  
 SEDIMENT CONTROL AROUND THE CONSTRUCTION SITE WILL BE DONE THROUGH THE USE OF SILT FENCES THAT WILL BE BUILT FROM REINFORCED WIRE MESH OR BY PLACING PICKETS AND WRAPPING MESH.

**STORMWATER DRAINAGE**  
 STORMWATER DRAINAGE WILL BE CONTROLLED THROUGH USE OF ROCK LOG INSULATION AROUND SIDE ENTRY PITS. THESE ROCK LOGS WILL BE PLACED PRIOR TO ANY WORK BEGINNING. RESTRICTED ACCESS DURING WET WEATHER CONDITIONS WILL BE IN PLACE. CONTRACTORS VEHICLES WILL BE MINIMIZED ON SITE WITH OFF SITE PARKING DRIVE THROUGH WHEEL WASH SYSTEMS AND THE CLEANING OF ROADS AT THE END OF EACH DAY WILL BE IN PLACE.

**PRE-CONSTRUCTION OF WSUD ASSESSES**  
 A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO COMMENCING CONSTRUCTION. THE PURPOSE OF THIS MEETING IS TO HANDOVER DESIGN DOCUMENTATION AND TO CONFIRM THE CONSTRUCTION METHOD. THE PRE-CONSTRUCTION MEETING SHOULD ALSO BE USED TO DISCUSS ANY SITE SPECIFIC ISSUES, SUCH AS:  
 • SAFETY CONSIDERATIONS  
 • MEASURES TO LIMIT PUBLIC ACCESS  
 • LOCATIONS OF UNDERGROUND SERVICES  
 • ASSET PROTECTION MEASURES - REFER TO SECTION 3.4.1  
 • CONSTRUCTION HOLD POINTS, MATERIALS VALIDATION AND REQUIRED SIGNOFFS - REFER TO SECTION 3.4.2  
 • ENVIRONMENTAL CONTROLS - IN ACCORDANCE WITH SITE ENVIRONMENTAL MANAGEMENT PLAN (REFER TO SECTION 3.2)  
 • TRAFFIC CONTROLS (IF APPLICABLE) - IN ACCORDANCE WITH TRAFFIC MANAGEMENT PLAN (REFER TO SECTION 3.2)

**3. CONSTRUCTION AND MAINTENANCE**  
 THE PRE-CONSTRUCTION MEETING SHOULD INCLUDE REPRESENTATIVES FROM THE DESIGN AND CONSTRUCTION TEAMS. THIS MEETING CAN SAVE CONSIDERABLE TIME DURING THE CONSTRUCTION PHASE AND CAN HELP PREVENT ISSUES ARISING THROUGH CONSTRUCTION. FOR SUBDIVISION DEVELOPMENTS WITHIN THE GROWTH AREAS, THE PRE-CONSTRUCTION OR PRE-COMMENCEMENT MEETING SHOULD ALSO COMPLY WITH CHAPTER 18 OF THE ENGINEERING DESIGN AND CONSTRUCTION MANUAL FOR SUBDIVISIONS IN GROWTH AREAS (GROWTH AREA AUTHORITY, 2011).

**CONSTRUCTION OF WSUD ASSESSES**  
 CONSTRUCTION OF WSUD ASSESSES IS TO BE UNDERTAKEN IN ACCORDANCE WITH THE DETAILED DESIGN DRAWINGS AND OTHER DESIGN DOCUMENTATION NEEDS TO BE APPROVED BY COUNCIL AND HANDED OVER PRIOR TO THIS STAGE.

**COMPLETION OF WSUD ASSESSES**  
 A CONSTRUCTION INSPECTION IS REQUIRED AT THE END OF CONSTRUCTION. THE CONSTRUCTION INSPECTION SHOULD INVOLVE REPRESENTATIVES FROM THE CONSTRUCTION TEAM AS WELL AS FROM COUNCIL. THE CONSTRUCTION INSPECTION SHOULD INCLUDE THE FOLLOWING:  
 • SILT FENCES  
 • STRAW BALES  
 • FENCE/SCALARS AROUND WSUD TREATMENT SYSTEMS  
 • TEMPORARY PLANTING DURING CONSTRUCTION FOR SEDIMENT CONTROL (E.G. WITH TURF), WHICH CAN THEN BE REMOVED AND REPLACED WITH LONG TERM VEGETATION  
 • TEMPORARY SEDIMENTATION BASINS  
 • TEMPORARY DIVERSIONS OF STORMWATER AROUND WSUD ASSET DURING CONSTRUCTION

**PROTECTION OF WSUD ASSESSES**  
 THE EXISTING ENVIRONMENT (INCLUDING VEGETATION, WATERWAYS, EXISTING INFRASTRUCTURE ETC.) AND THE WSUD ASSESSES NEED TO BE PROTECTED DURING CONSTRUCTION. ASSET PROTECTION MEASURES ARE TO BE CONFIRMED AT THE PRE-CONSTRUCTION MEETING. THE PRIMARY FORM OF ASSET PROTECTION SHOULD BE THROUGH BUILDING CONTROLS. FOR EXAMPLE TO PREVENT SEDIMENT FROM WASHING OFF SITE IN STORMWATER RUNOFF AT SOURCE BUILDING CONTROLS MAY INCLUDE:  
 • WHEEL WASHES  
 • GRAVEL CROSSOVER FROM THE CONSTRUCTION AREA TO SITE BOUNDARY  
 • RUBBER BARS ON SITE TO CONTAIN LITTER  
 • REDUCE WASTE  
 • MAINTAIN EXISTING VEGETATION  
 • SILT FENCES OR STRAW BALES TO CONTAIN STOCKPILES  
 • LOCATING STOCKPILES AWAY FROM LOW POINT ON SITE  
 • CATCH DRAINS

**ASSET PROTECTION MEASURES MAY ALSO BE REQUIRED TO:**  
 • PROTECT THE SURROUNDING ENVIRONMENT, INFRASTRUCTURE OR WSUD ASSETS DURING CONSTRUCTION  
 • PREVENT THE CONSTRUCTION PHASE. THESE MEASURES MAY INCLUDE:  
 • SILT FENCES  
 • STRAW BALES  
 • FENCE/SCALARS AROUND WSUD TREATMENT SYSTEMS  
 • TEMPORARY PLANTING DURING CONSTRUCTION FOR SEDIMENT CONTROL (E.G. WITH TURF), WHICH CAN THEN BE REMOVED AND REPLACED WITH LONG TERM VEGETATION  
 • TEMPORARY SEDIMENTATION BASINS  
 • TEMPORARY DIVERSIONS OF STORMWATER AROUND WSUD ASSET DURING CONSTRUCTION

**MAINTENANCE OF WSUD ASSESSES**  
 MAINTENANCE PLANS SHOULD BE DEVELOPED FOR ALL WSUD ASSESSES. THE PLANS NEED TO CLEARLY IDENTIFY THE MAINTENANCE REQUIREMENTS AND STATE WHO IS RESPONSIBLE FOR THE ON-GOING MAINTENANCE. ALL MAINTENANCE PLANS SHOULD BE APPROVED BY COUNCIL PRIOR TO COMMENCEMENT OF THE MAINTENANCE PERIOD.

**LIABILITY AND HANDOVER OF WSUD ASSESSES**  
 THE DEFECT LIABILITY PERIOD BEGINS AFTER CONSTRUCTION COMPLETION AND APPROVAL BY COUNCIL AT THE FINAL CONSTRUCTION INSPECTION AGREEMENT BETWEEN COUNCIL AND THE DEVELOPER SHOULD BE MADE FOR THE FOLLOWING DEFECTS LIABILITY PERIODS:  
 • CIVIL ASSETS (E.G. PIPES AND CONCRETE STRUCTURES) - 12 MONTHS  
 • LANDSCAPE VEGETATION/PLANTINGS AND FILTER MEDIA - 24 MONTHS

THE DEFECT LIABILITY PERIOD SHOULD ALSO BE USED TO VALIDATE THE OPERATION AND MAINTENANCE PLANS AND BUDGETS. IF IT IS FOUND DURING THE DEFECTS LIABILITY PERIOD THAT CHANGES TO THE OPERATION AND MAINTENANCE PLANS OR BUDGETS ARE REQUIRED, THESE SHOULD BE REPORTED BACK TO COUNCIL.

THE HANDOVER PROCESS FROM THE CONSTRUCTION PHASE TO THE MAINTENANCE PHASE TYPICALLY INVOLVES AN OWNERSHIP MEETING. HANDOVER OF THE OPERATION AND MAINTENANCE PLANS, AND INSPECTION AND HANDOVER OF THE WSUD ASSET. IT IS IMPORTANT THAT ALL RELEVANT PARTIES, INCLUDING COUNCIL REPRESENTATIVES AND EXTERNAL STAKEHOLDERS, ARE INVOLVED IN THIS PROCESS. SO EVERYONE HAS A CLEAR UNDERSTANDING OF THE ROLES AND RESPONSIBILITIES FOR THE ON-GOING MAINTENANCE OF THE WSUD ASSET.

**ON-GOING MAINTENANCE OF WSUD ASSESSES**  
 ON-GOING MONITORING OF WSUD SYSTEMS IS RECOMMENDED TO CHECK THE FUNCTIONALITY OF WSUD ASSETS. A MONITORING REGIME NEEDS TO BE DEVELOPED TO EFFECTIVELY MONITOR THE SYSTEM. TO ENSURE MONITORING RESULTS ACCURATELY REPRESENT THE FUNCTIONALITY OF THE SYSTEM, REGIMES SHOULD INCLUDE REGULAR MONITORING OF THE WSUD SYSTEMS, RATHER THAN IRREGULAR SPOT SAMPLERS THAT WON'T ALWAYS ACCURATELY REPRESENT THE SYSTEM FUNCTIONALITY.

LIFECYCLE AND MAINTENANCE COSTS SHOULD BE DETERMINED FOR EACH WSUD SYSTEM AND INCLUDED IN THE MAINTENANCE BUDGETS. REPLACEMENT AND RENOVATION COSTS SHOULD ALSO BE INCLUDED IN THE LIFECYCLE ESTIMATES. COSTS CAN BE ESTIMATED BASED ON PAST EXPERIENCE, CASE STUDIES, MAINTENANCE TEAM KNOWLEDGE OR DATA, INFORMATION FROM PRIVATE DEVELOPERS, OR INFORMATION FROM NEIGHBOURING COUNCILS. GUIDELINES CAN ALSO BE USED FOR AN INITIAL ESTIMATE. FOR EXAMPLE THE COSTS OUTLINED IN MAINTAINING WSUD ELEMENTS (EPA, 2008), OR THOSE THAT WILL BE DOCUMENTED AS PART OF THE MELBOURNE WATER WSUD LIFECYCLE COSTING ASSESSMENT.





# BESS Report

Built Environment Sustainability Scorecard

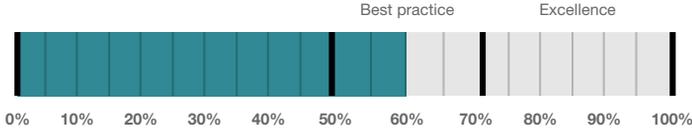


PLANNING & ENVIRONMENT ACT 1987  
 WHITTLESEA PLANNING SCHEME  
 Planning Permit No. **PN-39098 (PN-37866)**  
 Endorsed to show compliance with Condition (s) 2, 3 & 4  
 Sheet 8 of 37 Date: 27/07/2022

This BESS report outlines the sustainable design and construction of the proposed development at 23 Arndell St Thomastown VIC 3074. The BESS report and accompanying documents and evidence are submitted in response to the requirement for a Sustainable Design Assessment or Sustainability Management Plan at Whittlesea City Council.

Note that where a Sustainability Management Plan is required, the BESS report must be accompanied by a report that further demonstrates development's potential to achieve the relevant environmental performance outcomes and documents the means by which the performance outcomes can be achieved.

### Your BESS Score



60%

### Project details

Address 23 Arndell St Thomastown VIC 3074  
 Project no 92AC86FD-R3  
 BESS Version BESS-6

Site type Multi dwelling (dual occupancy, townhouse, villa unit etc)  
 Account info@nickkarafilovski.com  
 Application no.  
 Site area 641.00 m<sup>2</sup>  
 Building floor area 375.00 m<sup>2</sup>  
 Date 15 June 2022  
 Software version 1.7.0-B.386



### Performance by category

● Your development ● Maximum available

Category	Weight	Score	Pass
Management	5%	33%	*
Water	9%	66%	✓
Energy	28%	55%	✓
Stormwater	14%	100%	✓
IEQ	17%	80%	✓
Transport	9%	50%	*
Waste	6%	50%	*
Urban Ecology	6%	75%	*
Innovation	9%	0%	*

## Dwellings & Non Res Spaces

Dwellings			
Name	Quantity	Area	% of total area
<b>Townhouse</b>			
Townhouse 1	1	155 m <sup>2</sup>	41%
Townhouse 2	1	120 m <sup>2</sup>	32%
Townhouse 3	1	85 m <sup>2</sup>	22%
<b>Total</b>	<b>3</b>	<b>375 m<sup>2</sup></b>	<b>100%</b>

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## Supporting information

### Floorplans & elevation notes

Credit	Requirement	Response	Status
Water 3.1	Water efficient garden annotated		-
Energy 3.3	External lighting sensors annotated		-
Energy 3.4	Clothes line annotated (if proposed)		-
Stormwater 1.1	Location of any stormwater management systems used in STORM or MUSIC modelling (e.g. Rainwater tanks, raingarden, buffer strips)		-
IEQ 2.2	Dwellings meeting the requirements for having 'natural cross flow ventilation'		-
IEQ 3.1	Glazing specification to be annotated		-
IEQ 3.2	Adjustable shading systems		-
Transport 1.1	All nominated residential bicycle parking spaces		-
Waste 2.1	Location of food and garden waste facilities		-
Urban Ecology 2.1	Vegetated areas		-
Urban Ecology 2.4	Taps and floor waste on balconies / courtyards		-
Urban Ecology 3.1	Food production areas		-

### Supporting evidence

Credit	Requirement	Response	Status
Management 2.2	Preliminary NatHERS assessments		-
Energy 3.5	Provide a written description of the average lighting power density to be installed in the development and specify the lighting type(s) to be used.		-
Stormwater 1.1	STORM report or MUSIC model		-
IEQ 2.2	A list of dwellings with natural cross flow ventilation		-
IEQ 3.1	Reference to floor plans or energy modelling showing the glazing specification (U-value and Solar Heat Gain Coefficient, SHGC)		-
IEQ 3.2	Reference to floor plans and elevations showing shading devices		-

## Credit summary

### Management Overall contribution 4.5%

1.1 Pre-Application Meeting			0%
2.2 Thermal Performance Modelling - Multi-Dwelling Residential			100%
4.1 Building Users Guide			0%

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### Water Overall contribution 9.0%

		<b>Minimum required 50%</b>	<b>66%</b> ✓ <b>Pass</b>
1.1 Potable water use reduction			60%
3.1 Water Efficient Landscaping			100%

### Energy Overall contribution 27.5%

		<b>Minimum required 50%</b>	<b>55%</b> ✓ <b>Pass</b>
1.2 Thermal Performance Rating - Residential			16%
2.1 Greenhouse Gas Emissions			100%
2.2 Peak Demand			0%
2.3 Electricity Consumption			100%
2.4 Gas Consumption			100%
2.5 Wood Consumption			N/A ✦ <b>Scoped Out</b>
			No wood heating system present
3.2 Hot Water			100%
3.3 External Lighting			100%
3.4 Clothes Drying			100%
3.5 Internal Lighting - Residential Single Dwelling			100%
4.4 Renewable Energy Systems - Other			N/A ⓪ <b>Disabled</b>
			No other (non-solar PV) renewable energy is in use.
4.5 Solar PV - Houses and Townhouses			N/A ⓪ <b>Disabled</b>
			No solar PV renewable energy is in use.

### Stormwater Overall contribution 13.5%

		<b>Minimum required 100%</b>	<b>100%</b> ✓ <b>Pass</b>
1.1 Stormwater Treatment			100%

**IEQ Overall contribution 16.5%**

		Minimum required 50%	80%	✓ Pass
2.2 Cross Flow Ventilation			100%	
3.1 Thermal comfort - Double Glazing			100%	
3.2 Thermal Comfort - External Shading			100%	
3.3 Thermal Comfort - Orientation			100%	

**PLANNING & ENVIRONMENT ACT 1987**  
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**Transport Overall contribution 9.0%**

		50%
1.1 Bicycle Parking - Residential		100%
1.2 Bicycle Parking - Residential Visitor		N/A ✦ Scoped Out Not enough dwellings.
2.1 Electric Vehicle Infrastructure		0%

**Waste Overall contribution 5.5%**

		50%
1.1 - Construction Waste - Building Re-Use		0%
2.1 - Operational Waste - Food & Garden Waste		100%

**Urban Ecology Overall contribution 5.5%**

		75%
2.1 Vegetation		100%
2.2 Green Roofs		0%
2.3 Green Walls and Facades		0%
2.4 Private Open Space - Balcony / Courtyard Ecology		100%
3.1 Food Production - Residential		100%

**Innovation Overall contribution 9.0%**

		0%
1.1 Innovation		0%

**Credit breakdown**

**Management**

Overall contribution 1%

PLANNING & ENVIRONMENT ACT 1987  
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 Planning Permit No: PLN-39098 (PLN-37866)  
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<b>1.1 Pre-Application Meeting</b>	0%
Score Contribution	This credit contributes 0.0% towards the category score.
Criteria	Has a pre-application meeting been held to provide sustainability advice from schematic design to construction? AND Has the ESD professional been involved in a pre-application meeting with Council?
Question	Criteria Achieved ?
Project	No
<b>2.2 Thermal Performance Modelling - Multi-Dwelling Residential</b>	100%
Score Contribution	This credit contributes 33.3% towards the category score.
Criteria	Have preliminary NatHERS ratings been undertaken for all thermally unique dwellings?
Question	Criteria Achieved ?
Townhouse	Yes
<b>4.1 Building Users Guide</b>	0%
Score Contribution	This credit contributes 16.7% towards the category score.
Criteria	Will a building users guide be produced and issued to occupants?
Question	Criteria Achieved ?
Project	No

INFORMATION ONLY

**Water** Overall contribution 6% Minimum required 50%

<b>Water Approach</b>	
What approach do you want to use for Water?	Use the built in calculation tools
<b>Project Water Profile Question</b>	
Do you have a reticulated third pipe or an on-site water recycling system?:	No
Are you installing a swimming pool?:	No
Are you installing a rainwater tank?:	Yes
<b>Water fixtures, fittings and connections</b>	
Showerhead: All	4 Star WELS (>= 4.5 but <= 6.0)
Bath: All	Scope out
Kitchen Taps: All	>= 5 Star WELS rating
Bathroom Taps: All	>= 5 Star WELS rating
Dishwashers: All	Default or unrated
WC: All	>= 4 Star WELS rating
Urinals: All	Scope out
Washing Machine Water Efficiency: All	Default or unrated
Which non-potable water source is the dwelling/space connected to?:	
Townhouse 1	Townhouse1 (WT)
Townhouse 2	Townhouse 2 (WT)
Townhouse 3	Townhouse 3 (WT)
Non-potable water source connected to Toilets: All	Yes
Non-potable water source connected to Laundry (washing machine): All	Yes
Non-potable water source connected to Hot Water System: All	No
<b>Rainwater Tanks</b>	
What is the total roof area connected to the rainwater tank?:	
Townhouse1 (WT)	107 m <sup>2</sup>
Townhouse 2 (WT)	90.5 m <sup>2</sup>
Townhouse 3 (WT)	101 m <sup>2</sup>
Tank Size:	
Townhouse1 (WT)	2,000 Litres
Townhouse 2 (WT)	2,000 Litres
Townhouse 3 (WT)	2,000 Litres
Irrigation area connected to tank:	
Townhouse1 (WT)	25.0 m <sup>2</sup>
Townhouse 2 (WT)	29.3 m <sup>2</sup>
Townhouse 3 (WT)	52.0 m <sup>2</sup>
Is connected irrigation area a water efficient garden?:	
Townhouse1 (WT)	Yes
Townhouse 2 (WT)	Yes
Townhouse 3 (WT)	Yes

<b>Other external water demand connected to tank?:</b>	
Townhouse1 (WT)	0.0 Litres/Day
Townhouse 2 (WT)	0.0 Litres/Day
Townhouse 3 (WT)	0.0 Litres/Day
<b>1.1 Potable water use reduction</b>	
Score Contribution	This credit contributes 83.3% towards the category score.
Criteria	What is the reduction in total potable water use due to efficient fixtures, appliances, rainwater use and recycled water use? To achieve points in this credit there must be >25% potable water reduction.
Output	Reference
Project	534 kL
Output	Proposed (excluding rainwater and recycled water use)
Project	417 kL
Output	Proposed (including rainwater and recycled water use)
Project	256 kL
Output	% Reduction in Potable Water Consumption
Project	52 %
Output	% of connected demand met by rainwater
Project	88 %
Output	How often does the tank overflow?
Project	Often
Output	Opportunity for additional rainwater connection
Project	90 kL
<b>3.1 Water Efficient Landscaping</b>	
	100%
Score Contribution	This credit contributes 16.7% towards the category score.
Criteria	Will water efficient landscaping be installed?
Question	Criteria Achieved ?
Project	Yes

**PLANNING & ENVIRONMENT ACT 1987**  
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**Energy** Overall contribution 15% Minimum required 50%

<b>Dwellings Energy Approach</b>	<b>PLANNING &amp; ENVIRONMENT ACT 1987</b>
What approach do you want to use for Energy?	Use the built in calculation tools
<b>Project Energy Profile Question</b>	<b>WHITTLESEA PLANNING SCHEME</b>
Are you installing any solar photovoltaic (PV) system(s)?	Yes
Are you installing any other renewable energy system(s)?	No
Gas supplied into building:	Natural Gas
<b>Endorsed to show compliance with Condition (s) 2, 3 &amp; 4</b>	
<b>Sheet 15 of 37 Date: 27/07/2022</b>	
<b>Dwelling Energy Profiles</b>	
Below the floor is:	All Ground or Carpark
Above the ceiling is:	All Outside
<b>Exposed sides:</b>	
Townhouse 1	3
Townhouse 3	
Townhouse 2	2
<b>NatHERS Annual Energy Loads - Heat:</b>	
Townhouse 1	94.4 MJ/sqm
Townhouse 2	95.8 MJ/sqm
Townhouse 3	101 MJ/sqm
<b>NatHERS Annual Energy Loads - Cool:</b>	
Townhouse 1	21.5 MJ/sqm
Townhouse 2	19.0 MJ/sqm
Townhouse 3	15.2 MJ/sqm
NatHERS star rating:	All 6.6
Type of Heating System:	All A Gas space
Heating System Efficiency:	All 4 Star
Type of Cooling System:	All Refrigerative space
Cooling System Efficiency:	All 4 Stars
Type of Hot Water System:	All I Gas Instantaneous 5 star
% Contribution from solar hot water system:	All 0 %
Is the hot water system shared by multiple dwellings?:	All No
Clothes Line:	All D Private outdoor clothesline
Clothes Dryer:	All Occupant to Install
<b>1.2 Thermal Performance Rating - Residential</b>	<b>16%</b>
Score Contribution	This credit contributes 30.0% towards the category score.
Criteria	What is the average NatHERS rating?
Output	Average NATHERS Rating (Weighted)
Townhouse	6.6 Stars

<b>2.1 Greenhouse Gas Emissions</b>		100%
Score Contribution	This credit contributes 10.0% towards the category score.	
Criteria	What is the % reduction in annual greenhouse gas emissions against the benchmark?	
Output	Reference Building with Reference Services (BCA only)	
Townhouse	13,252 kg CO2	
Output	Proposed Building with Proposed Services (Actual Building)	
Townhouse	6,756 kg CO2	
Output	% Reduction in GHG Emissions	
Townhouse	49 %	
<b>2.2 Peak Demand</b>		0%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	What is the % reduction in the instantaneous (peak-hour) demand against the benchmark?	
Output	Peak Thermal Cooling Load - Baseline	
Townhouse	38.3 kW	
Output	Peak Thermal Cooling Load - Proposed	
Townhouse	37.3 kW	
Output	Peak Thermal Cooling Load - % Reduction	
Townhouse	2 %	
<b>2.3 Electricity Consumption</b>		100%
Score Contribution	This credit contributes 10.0% towards the category score.	
Criteria	What is the % reduction in annual electricity consumption against the benchmark?	
Output	Reference	
Townhouse	5,856 kWh	
Output	Proposed	
Townhouse	2,113 kWh	
Output	Improvement	
Townhouse	63 %	
<b>2.4 Gas Consumption</b>		100%
Score Contribution	This credit contributes 10.0% towards the category score.	
Criteria	What is the % reduction in annual gas consumption against the benchmark?	
Output	Reference	
Townhouse	141,605 MJ	
Output	Proposed	
Townhouse	89,498 MJ	
Output	Improvement	
Townhouse	36 %	
<b>2.5 Wood Consumption</b>		N/A  Scoped Out
This credit was scoped out	No wood heating system present	

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<b>3.2 Hot Water</b>		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	What is the % reduction in annual energy consumption (gas and electricity) of the hot water system against the benchmark?	
Output	Reference	
Townhouse	13,047 kWh	
Output	Proposed	
Townhouse	9,251 kWh	
Output	Improvement	
Townhouse	29 %	
<b>3.3 External Lighting</b>		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	Is the external lighting controlled by a motion detector?	
Question	Criteria Achieved ?	
Townhouse	Yes	
<b>3.4 Clothes Drying</b>		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	What is the % reduction in annual energy consumption (gas and electricity) from a combination of clothes lines and efficient driers against the benchmark?	
Output	Reference	
Townhouse	1,846 kWh	
Output	Proposed	
Townhouse	369 kWh	
Output	Improvement	
Townhouse	80 %	
<b>3.5 Internal Lighting - Residential Single Dwelling</b>		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	Does the development achieve a maximum illumination power density of 4W/sqm or less?	
Question	Criteria Achieved?	
Townhouse	Yes	
<b>4.4 Renewable Energy Systems - Other</b>		N/A <input type="checkbox"/> Disabled
This credit is disabled	No other (non-solar PV) renewable energy is in use.	
<b>4.5 Solar PV - Houses and Townhouses</b>		N/A <input type="checkbox"/> Disabled
This credit is disabled	No solar PV renewable energy is in use.	

**PLANNING & ENVIRONMENT ACT 1987**  
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**Stormwater** Overall contribution 14% Minimum required 100%

Which stormwater modelling are you using? Melbourne Water STORM tool	
<b>1.1 Stormwater Treatment</b>	100%
Score Contribution	This credit contributes 100.0% towards the category score.
Criteria	Does the project fulfil the 100% minimum required category score?
Question	Score Achieved ?
Project	T14
Output	Min STORM Score
Project	100

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**IEQ** Overall contribution 13% Minimum required 50%

<b>2.2 Cross Flow Ventilation</b>	100%
Score Contribution	This credit contributes 20.0% towards the category score.
Criteria	Are all habitable rooms designed to achieve natural cross flow ventilation?
Question	Criteria Achieved ?
Townhouse	Yes
<b>3.1 Thermal comfort - Double Glazing</b>	100%
Score Contribution	This credit contributes 40.0% towards the category score.
Criteria	Is double glazing (or better) used to all habitable areas?
Question	Criteria Achieved ?
Townhouse	Yes
<b>3.2 Thermal Comfort - External Shading</b>	100%
Score Contribution	This credit contributes 20.0% towards the category score.
Criteria	Is appropriate external shading provided to east, west and north facing glazing?
Question	Criteria Achieved ?
Townhouse	Yes
<b>3.3 Thermal Comfort - Orientation</b>	0%
Score Contribution	This credit contributes 20.0% towards the category score.
Criteria	Are at least 50% of living areas orientated to the north?
Question	Criteria Achieved ?
Townhouse	No

**Transport** Overall contribution 4%

<b>1.1 Bicycle Parking - Residential</b>		100%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	Are facilities provided for the charging of electric vehicles?	
Question	Criteria Achieved ?	
Townhouse	3	
Output	Min Bicycle Spaces Required	
Townhouse	3	
<b>1.2 Bicycle Parking - Residential Visitor</b>		N/A  Scoped Out
This credit was scoped out	Not enough dwellings.	
<b>2.1 Electric Vehicle Infrastructure</b>		0%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	Are facilities provided for the charging of electric vehicles?	
Question	Criteria Achieved ?	
Project	No	

**PLANNING & ENVIRONMENT ACT 1987**  
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**Waste** Overall contribution 3%

<b>1.1 - Construction Waste - Building Re-Use</b>		0%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	If the development is on a site that has been previously developed, has at least 30% of the existing building been re-used?	
Question	Criteria Achieved ?	
Project	No	
<b>2.1 - Operational Waste - Food &amp; Garden Waste</b>		100%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	Are facilities provided for on-site management of food and garden waste?	
Question	Criteria Achieved ?	
Project	Yes	

**Urban Ecology** Overall contribution 4%

<b>2.1 Vegetation</b>	100%
Score Contribution	This credit contributes 50.0% towards the category score.
Criteria	Minimum number of m <sup>2</sup> site is covered with vegetation, (expressed as a percentage of the total area)?
Question	Criteria Achieved ?
Project	50 %
<b>2.2 Green Roofs</b>	0%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	Does the development incorporate a green roof?
Question	Criteria Achieved ?
Project	No
<b>2.3 Green Walls and Facades</b>	0%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	Does the development incorporate a green wall or green façade?
Question	Criteria Achieved ?
Project	No
<b>2.4 Private Open Space - Balcony / Courtyard Ecology</b>	100%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	Is there a tap and floor waste on every balcony / in every courtyard?
Question	Criteria Achieved ?
Townhouse	Yes
<b>3.1 Food Production - Residential</b>	100%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	What area of space per resident is dedicated to food production?
Question	Food Production Area
Townhouse	3.0 m <sup>2</sup>
Output	Min Food Production Area
Townhouse	3 m <sup>2</sup>

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**Innovation** Overall contribution 0%

<b>1.1 Innovation</b>	0%
Score Contribution	This credit contributes 100.0% towards the category score.
Criteria	What percentage of the Innovation points have been claimed (10 points maximum)?

**Disclaimer**

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INFORMATION ONLY



# STORM Rating Report

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-39098 (PLN-37866)  
Endorsed to show compliance with Condition (s) 2, 3 & 4  
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TransactionID: 1381559  
Municipality: WHITTLESEA  
Rainfall Station: WHITTLESEA  
Address: 23 ARNDELL STREET

THOMASTOWN  
VIC 3074

Assessor: Dayne Rosler  
Development Type: Residential - Multiunit  
Allotment Site (m2): 641.00  
STORM Rating %: 114

Description	Impervious Area (m2)	Treatment Type	Treatment Area/Volume (m2 or L)	Occupants / Number Of Bedrooms	Treatment %	Tank Water Supply Reliability (%)
Dwelling 1 Roof (WT)	106.80	Rainwater Tank	2,000.00	3	122.70	89.50
Dwelling 2 Roof (WT)	90.50	Rainwater Tank	2,000.00	2	115.20	96.40
Dwelling 3 Roof (WT)	101.00	Rainwater Tank	2,000.00	2	104.80	97.00

Date Generated: 26-May-2022

Program Version: 1.0.0

## SDA Report

23 Arndell Street, Thomastown

**Site area:** 641 m<sup>2</sup>

**Site type:** Multi-Unit development

**Building Floor Area:** 375 m<sup>2</sup>

**Date of Assessment:** 15.JUN.2022

**Version:** BESS-6 1.7.0-B.386

**Applicant:** [nick@karadesign.com.au](mailto:nick@karadesign.com.au)

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# SDA Report

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-39098 (PLN-37866)  
Endorsed to show compliance with Condition (s) 2, 3 & 4  
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INFORMATION ONLY

## Project Information

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WHITTLESEA PLANNING SCHEME  
Planning Permit No: PLN-39098 (PLN-37866)  
Endorsed to show compliance with Condition (s) 2, 3 & 4  
Sheet 25 of 37 Date: 27/07/2022

### Planning Permit Applicant:

Whittlesea City Council pln-37866

### Project Description:

Construction of three dwellings on a lot in accordance with endorsed plans

### Property Address:

23 Arndell Street Thomastown

### Site Area:

581m<sup>2</sup>

### Site Coverage:

264m<sup>2</sup>

### Proposed Building Areas (GFA m<sup>2</sup>):

375m<sup>2</sup>

### Proposed Site Permeability:

58.8%

### The sustainable design approach of your building project and its key ESD objectives:

- Show potential ESD initiatives
- Reduce operating greenhouse gas emissions
- Appropriate orientation of building

## 1. Management

**Objectives:**

- To encourage and recognise developments that have used modelling to inform passive design at the early design stage.

Issues	Design Responses	Evidence location (i.e. Drawing No., Report etc)	Council Comments	CAR*
Pre-lim NatHERS	A pre-lim NatHERS report has been undertaken	PDF NatHERS report completed by "Bose Ratings"		
Other				

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## 2. Water Efficiency

### Objectives:

- To ensure the efficient use of water
- To reduce total operating potable water use
- To encourage the collection and reuse of rainwater and stormwater
- To encourage the appropriate use of alternative water sources (e.g. grey water)
- To minimise associated water costs

Issues	Design Responses	Evidence location (i.e. Drawing No., Report etc)	Council Comments	CAR*
Minimising Amenity Water Demand	Proposed water tanks connected to flushing systems	TP02 & BESS		
Installation of rainwater tank	<b>3 x 2000L</b> water tank to be installed for <b>toilets and washing machines</b>	TP02 & BESS		
Area of roof draining to rainwater tank	U1 – 106.80m <sup>2</sup> U2 – 90.50m <sup>2</sup> U3 – 101.00m <sup>2</sup>	TP06 & STORM Rating		
Efficient Fixtures	<p><b>Shower head</b> – 4 star WELS (&gt;4.5 but &lt;=6.0)</p> <p><b>Kitchen taps</b> - &gt; 5 Star WELS rating</p> <p><b>Bathroom taps</b> - &gt; 5 Star WELS rating</p> <p><b>WC</b> – &gt; 4 Star WELS rating</p> <p><b>Bath</b> – &gt; Scope out</p> <p><b>Washing machines &amp; Dishwashers</b> – &gt; Default or Unrated</p> <p><b>Rainwater connected to toilets and washing machines.</b></p>	BESS report		
Water Meter	Water meters located adjacent to common driveway	TP02		
Landscape Irrigation	Water Efficient garden will be installed	BESS & Landscape plan		

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Other

### 3. Energy Efficiency

**Objectives:**

- To ensure the efficient use of energy
- To reduce total operating greenhouse emissions
- To reduce energy peak demand
- To minimize associated energy costs

Issues	Design Responses	Evidence location (i.e. Drawing No., Report etc)	Council Comments	CAR*
BCA Energy Efficiency requirements exceeded	NatHERS Report	PDF NatHERS report completed by "Bose Ratings"		
NatHERS rating	U1 – 6.6 U2 – 6.6 U3 – 6.6  A 6.6 average rating has been achieved across all dwellings	PDF NatHERS report completed by "Bose Ratings"		
Greenhouse Gas Emissions	Green house gas emissions are below >10% benchmark	BESS report		
Electricity Consumption	Annual electricity consumption is below >10% benchmark	BESS report		
Gas Consumption	Annual gas consumption is below >10% benchmark	BESS report		
Hot Water	Hot water system uses >10% less energy than reference case	BESS report		
External Lighting	External lighting is controlled by motion detector	BESS report		

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BESS Report  
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Clothes Drying	Clothes drying energy consumption >10%	BESS Report
Internal Lighting	Maximum illumination power density is 4W/sqm	BESS report
Glazing	All glazing meets a 10% improvement in required BCA glazing calculator. Glazing Visible Light Transmittance is to be a minimum of 40% in accordance with the Green Star daylight	NatHERS Report
Efficient Hot Water System	The hot water supply system will be designed in accordance with Section 8 of AS/NZS 3500.4. Specifications of the system will be submitted prior to installation. Water heating systems within one Star, or 85% or better than the most efficient equivalent capacity unit available.	
Peak Energy Demand	1697 Watts	
External Shading	Vertical Adjustable Canvas Awnings  Fixed eaves	TP04
Natural light to habitable rooms	Habitable rooms have the required natural light penetration	
Efficient HVAC system	Heating and cooling systems within one Star, or Coefficient of Performance (CoP) & Energy Efficiency Ratios (EER) 85% or better than the most efficient equivalent capacity unit available.	BESS Report
Efficient Lighting	LED Lighting	NatHERS Report
Renewable Energy Generation	N/A	N/A
Metering	Water meters located adjacent to common driveway  Gas & electrical meters located adjacent to common driveway	TP02
Insulation	The wall thermal properties comply with the minimum	NatHERS Report

standards of the BCA which states R2.8 for total wall system.

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## 4. Stormwater Management

### Objectives:

- To reduce the impact of stormwater runoff
- To improve the water quality of stormwater runoff
- To achieve best practice stormwater quality outcomes
- To incorporate Water Sensitive Urban Design principles

Issues	Design Responses	Evidence location (I.e. Drawing No., Report etc)	Council Comments	CAR*
STORM/MUSIC rating	114%	STORM Rating		
Permeability	58.8%	TP02		
Discharge to Sewer	Connect to local sewer authority	N/A		
Stormwater Diversion	Water tanks to connect to flushing systems Excess to flow to local authority drain pipes	TP03		
Stormwater Detention	Not required Water tanks will act as detention	TP03 TP06		
Water Efficient landscaping	Water efficient landscaping will be planted	LANDSCAPE plan		
Stormwater Treatment	3x 2000L Rainwater tank	TP03 TP06		

## 5. Indoor Environment Quality (IEQ)

### Objectives:

- To achieve a healthy indoor environment quality for the wellbeing of building occupants
- To provide a naturally comfortable indoor environment will lower the need for building services, such as artificial lighting, mechanical ventilation and cooling and heating devices

Issues	Design Responses	Evidence location (i.e. Drawing No., Report etc)	Council Comments	CAR*
Ventilation	Openable windows and doors for cross ventilation and mechanical ventilation	TP02 TP03		
Orientation of living areas	50% of living areas are not north facing	TP02		
Orientation of windows (single aspect dwellings)	North, East, South, West	TP02 TP04		
External Views	Proposed Landscaping	Landscape plan		
Hazardous Materials and VOC	Paints and flooring will be low VOC. No pressed wood containing formaldehyde.	N/A		
Thermal Comfort	- Mechanical controlled ventilation - Insulation in ceiling and walls - Cross ventilation - Adjustable shading Awnings - Fixed awnings	N/A		
Acoustics	Insulation in walls, ceiling	N/A		
External Shading	Vertical Adjustable Canvas Awnings  Fixed horizontal awnings	TP02 TP03 TP04		

## 6. Transport

**Objectives:**

- To minimise car dependency
- To ensure that the built environment is designed to promote the use of public transport, walking and cycling

Issues	Design Responses	Evidence location (i.e. Drawing No., Report etc)	Council Comments	CAR*
Minimising the Provision of Car Parks for Conventional Vehicles	N/A	N/A		
Providing Bike Storage	Bike Storage in garages	TP03 BESS report		
Providing Access to Showers	N/A	N/A		
Car Sharing	N/A	N/A		
Improving Pedestrian Spaces	N/A	N/A		
Green Travel Plan	N/A			

## 7. Waste Management

**Objectives:**

- To ensure waste avoidance, reuse and recycling during the design, construction and operation stages of development
- To ensure long term reusability of building materials.
- To meet Councils' requirement that all multi-unit developments must provide a Waste Management Plan in accordance with the *Guide to Best Practice for Waste Management in Multi-unit Developments 2010*, published by Sustainability Victoria

Issues	Design Responses	Evidence location (I.e. Drawing No., Report etc)	Council Comments	CAR*
Construction Waste Management Plan (WMP)	N/a	N/A		
Operation Waste Management Plan	N/A	N/A		
Storage Spaces (size & accessibility) for Recycling and Green Waste	6M <sup>3</sup> storage spaces in each s.p.o.s of the units  Waste / Recycle bins in the rear of each S.P.O.S	TP-03		
Other				

## 8. Urban Ecology

### Objectives:

- To protect and enhance biodiversity
- To provide sustainable landscaping
- To protect and manage all remnant indigenous plant communities
- To encourage the planting of indigenous vegetation

Issues	Design Responses	Evidence location (i.e. Drawing No., Report etc)	Council Comments	CAR*
On Site Topsoil Retention	Yes			
Reuse of Already Developed Land	Yes			
Maintaining Ecological value	Yes	Refer to landscaping plan		
Enhancing Ecological Value	Yes	Refer to landscaping plan		
Plants	Native and indigenous plants.	Refer to Landscaping plan		

## 9. Innovation

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0% contributing to the overall score

INFORMATION ONLY

## 10, . Building Materials

### Objectives:

- To minimise the environmental impact of materials used by encouraging the use of materials with a favourable lifecycle assessment

Issues	Design Responses	Evidence location (i.e. Drawing No., Report etc)	Council Comments	CAR*
Recyclability / Reusability	Materials for construction are manufactured in Australia. All waste made in the manufacturing process is recycled. Sustainable/certified timbers and SCM concretes will be used.			
Embodied Energy of Materials	Materials that are manufactured in Australia have a significantly lower embodied energy then imported materials.			
Toxicity	All materials are to be non-toxic, or have been approved by authorities			
Transport	Material transport is limited to trucks			
Sustainable Timber	Sustainable/certified timbers to be used such as FSC or PEFC			
Suitability	Masonry bricks, metal roof sheeting, fibre cement sheeting are durable materials.			
Maintenance / Durability	No maintenance required as materials used are of long-term durability			
Other				

## 11. Construction and Building Management

### Objective:

- To encourage a holistic and integrated design and construction process and ongoing high performance

Issues	Design Responses	Evidence location (i.e. Drawing No., Report etc)	Council Comments	CAR*
Environmental Management Plans: Construction and Operation	CMP has been undertaken	Construction management plan		
Adopt a recycling target of at least 70% by mass for all demolition and construction waste	The development is to recycle or reuse a minimum of 70% of construction <u>and</u> demolition waste where not contaminated by asbestos	TP02 BESS report		
Prepare a stormwater pollution reduction strategy for the building construction works	Stormwater drainage will be controlled through use of rock log insulation around side entry pits, these rock logs will be placed prior to any work beginning. Dain wardens will inspect pits on a regular basis. Restricted access during wet weather conditions will be in place, contractors vehicles will be minimized on site with off site parking. Drive through wheel wash systems and the cleaning of roads at the end of each day will be in place.			
Building Tuning	N/A	N/A		
Building Users' Guide	N/A	N/A		
Other				

5 January 2024

Nick Karafilovski  
34 Johnson Street, Reservoir  
Vic 3073

Dear Sir / Madam

**Proposal:**

**Location:** 23 Arndell Street THOMASTOWN VIC 3074

**Planning Application No.:** PLN-42154

I refer to your request dated 8 December 2023 seeking an extension of time to the above mentioned planning permit.

The request has been approved and the permit extended by two (2) years.

1. The development must now be commenced by 22 May 2026, and the development completed by 22 May 2028.

*If these time limits are not met the permit will expire. The limits may, on further written request being made, be further extended by the Responsible Authority.*

For your information, Section 81 of the *Planning and Environment Act 1987* provides that you may apply to Victorian Civil and Administrative Tribunal for a review of this decision. More information with respect to the lodgment of such an appeal may be obtained at [www.vcat.vic.gov.au](http://www.vcat.vic.gov.au) or on 9628 9777.

If you wish to discuss the matter further, please contact the Building and Planning Department on 9217 2259.

Yours sincerely

 *Daniel Lendvai*

**Building and Planning Department**

**Council Offices**

25 Ferres Boulevard, South Morang VIC 3752

**Mail to:** Locked Bag 1, Bundoora MDC VIC 3083

**Phone:** 9217 2170

**National Relay Service:** 133 677 (ask for 9217 2170)

**Email:** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service



131 450

ABN 72 431 091 058

[whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)



**SOIL REPORT**

**PROPOSED RESIDENCE**

**AT 23 ARNDELL STREET**

**THOMASTOWN**





ARC SR 23 Arndell Street Thomastown

Ref No: ARC SR 2022-202





ARC SR 23 Arndell Street Thomastown

Ref No: ARC SR 2022-202





ARC SR 23 Arndell Street Thomastown

Ref No: ARC SR 2022-202

## **EXECUTIVE SUMMARY**

### **DATE OF SOIL TEST:**

Site Investigation was conducted on the 09/05/2022 by Anthony Rossi

### **COMMISSIONED BY:**

Kara Design

### **CLIENT:**

Kara Design

### **AIM:**

The objective of this report is to classify the site investigated and to provide recommendations on the appropriate footing system to for the proposed construction (per AS -2870 – 2011 as amended pursuant to the current Building Code of Australia (BCA). Site classification to AS2870-2011 & recommended Bearing Capacity.

### **PROPOSED CONSTRUCTION:**

Proposed construction is to consist of a residence

### **EQUIPMENT USED:**

Mechanical Drill Rig, hand auger, shear vane

### **NO. OF BOREHOLES:**

3 boreholes  
1 footing probe

### **SITE CONDITIONS:**

Essentially Level – poor drainage



ARC SR 23 Arndell Street Thomastown

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### **SITE CLASSIFICATION – AS 2870 -2011:**

This site has been classified as **P – abnormal moisture conditions associated with old building site and Trees** – in accordance with AS 2870 - 2011

### **SOIL CLASSIFICATION – AS 2870 – 2011:**

The site classification is determined by the soil profile reactivity which is a measure of how the soil profile would react under extreme moisture conditions. In general clay soils tend to swell when wet and Shrink when dry. Therefore, sites have been standardized to cope with the different site classifications.

This site has been classified as a class **P** in accordance with AS – 2870 – 2011. This is achieved by a site investigation, including the visual-tactile identification of the soil profile, normal moisture conditions\* and geological maps on hand at the time of the investigation. In the absence of abnormal moisture conditions, a class H2 would normally apply. Class H2 indicates that this site contains very highly reactive clays subject to/or can experience very high ground movement from moisture changes) surface ground movement (Ys) in the range of 60mm to 75mm.

### **REGIONAL GEOLOGY: Referenced From Geological Survey**

Quaternary Basalt

### **IMPORTANT ENGINEERING ISSUES:**

- Immature trees exist/may exist on site, adjacent sites and nature strips and reserves. Although these trees do not currently pose a threat to the footing system, they may cause future abnormal moisture conditions. Abnormal moisture conditions as defined in AS2870-2011 Cl:1.3.3 may result in non “acceptable probabilities of serviceability...of the building during the design life” or, in simpler terms, the “footings will have a higher probability of damage”. If this probability of damage is not acceptable to the owner/builder or any other relevant parties then the removal of the trees or the provision of an engineer designed moisture and tree root barrier should be considered in the future.
- Silt/sand – soften with ingress of moisture requiring beam deepening.
- **Fill** – refer to bore-logs – please note that pre-existing trenches have been backfilled from the removal of the dwelling – footings must penetrate any fill.
- **Old building site** – creates an abnormal moisture regime – engineering required.
- **EXISTING FOOTIGN DETAILS:** A footing probe on the adjoining garage wall on boundary identified a 600mm concrete footing. A bearing capacity of 100 kPa can be adopted at the base of the footing.



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- Abnormal moisture conditions are those that result in foundation moisture variations beyond those for normal sites (AS 2870-2011 Clause 1.3.2). Buildings constructed on sites subject to abnormal moisture conditions have a higher probability of damage than those described in AS 2870-2011, clause 1.3.1. It is recommended that the footing system be designed by engineering principles (AS 2870 CL 1.4). The design engineer should refer to AS 2870-2011 to ensure design compliance to this document, especially Sections 1.3 “Performance of footing systems” and “Design Considerations”.

**ON GOING MAINTENANCE:**

Refer to notes and sheet BTF 18 from the C.S.I.R.O.

**REPORT PREPARED: 09/05/2022**

A handwritten signature in blue ink that reads 'Rossi'.

**Anthony Bianchi-Rossi**  
**BSc (Geology) Hons**  
*For and on behalf*  
*Of Arc Soil Testing Pty Ltd*



**FOOTING RECOMMENDATIONS:**

The following recommendations assume that aspects of the site drainage, paving, and landscaping are taken into considerations and implemented in accordance with Footing and Foundations Practice Notes (2013) "Guide to "Foundation Maintenance and Footing Performance: A Homeowners Guide".

Engineering design will be required for the design on this site. The engineer may use the stipulated bearing capacities for the design purposes. It is recommended that the footing system be designed by engineering principles. The design engineer should refer to AS 2870-2011 to ensure design compliance to this document, especially Sections 1.3 "Performance of Footing Systems" and "Design Considerations".

In relation to the foundation Recommendations the following terms should be noted as per AS 2870-2011 Residential Slabs and Footings.

Natural Material – All natural material given allowable bearing capacities denotes strength at optimum moisture conditions. The potential presence of perched groundwater in soils may lead to construction difficulties during wet weather. The non-loading beams and load supporting thickenings can be founded into the sandy silt material, adopting a max bearing capacity of 50 kPa, minimum 100mm into this layer. However, during the wetter months these beams may need to be deepened to the underlying clays. All edge beams or loading beams, strip or pad footings must be founded into the silty clay layer as a minimum in accordance with engineering principles.

Site Specific – the soils encountered on-site could develop localized perched groundwater during the wetter months and periods of high rainfall may lead to construction difficulties associated with excavations on this site.

Bearing Capacity –

Soil Type	Indicative min founding depth (mm)	Maximum Allowable Bearing Capacity (kPa)
Fill	N/A	
Silty Clay (natural)	200mm into layer	100 kPa

It is anticipated that Bored piers/piles will be required for the design: The engineer shall determine the final depth. A maximum end bearing capacity of 250 kPa can be adopted for piers/piles founded at a min of 2500mm depth or to a tightly packed floater base at depth penetrating any calcareous deposits. It is anticipated that the founding material at the depth will be a basalt floater base. It is recommended that a site inspection be conducted upon excavations to verify this. Loose shallow floaters to be removed or cored through.



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## **FOOTING PERFORMANCE:**

The site classification assumes an overall characteristic seasonal surface movement ( $Y_s$ ) based on a normal site as defined in AS2870-2011 Cl. 1.3.1. and Cl 1.3.2. Shallow residential footings will consequently also be subjected to a similar potential differential movement ( $Y_s$ ) and possible damage to the superstructure. Superstructures, damage is outlined in Appendix B, Clause B3 and Appendix C of AS2870-2011.

**Note:** The footings should be detailed as specified in Section 5 and constructed in accordance with Section 6 of AS 2870-2011.

**Note:** Where shallow rock is encountered, the footings can be reduced in depth in accordance with the guidelines given in AS 2870-2011, Clauses 3.1.6 and 3.1.7.

**Note:** The use of engineered designed screw piles may also be considered. The installer is to determine an appropriate founding depth provided the minimum founding depth has been achieved.



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<b>Borehole No.1 - RIG</b>						
Depth (mm)	Description	U.C.S	Consistency	Density	Moisture	Observations/Tests
0-100	<b>FILL</b> – silt/gravel – brown/grey			Loose	Moist	Organic matter
100-300	Clayey Silt-brown/grey			Loose	Very moist	
300-1000	Silty Clay – dark brown/grey	CI	Firm to Stiff		Very moist to moist	Paler with depth
1000-1100	Weathered basalt – pale grey	XW		Dense	Dry	Auger refusal basalt floater

<b>Borehole No.2</b>						
Depth (mm)	Description	U.C.S	Consistency	Density	Moisture	Observations/Tests
0-100	<b>FILL</b> – silt/gravel – brown/grey			Loose	Moist	Organic matter
100-300	Clayey Silt-brown/grey			Loose	Very moist	
300-600	Silty Clay – dark brown/grey	CI	Firm to Stiff		Very moist to moist	Paler with depth Auger refusal basalt floater



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<b>Borehole No.3</b>						
Depth (mm)	Description	U.C.S	Consistency	Density	Moisture	Observations/Tests
0-100	<b>FILL</b> – silt/gravel – brown/grey			Loose	Moist	Organic matter
100-300	Clayey Silt-brown/grey			Loose	Very moist	
300-700	Silty Clay – dark brown/grey	CI	Firm to Stiff		Very moist to moist	Paler with depth Auger refusal basalt floater

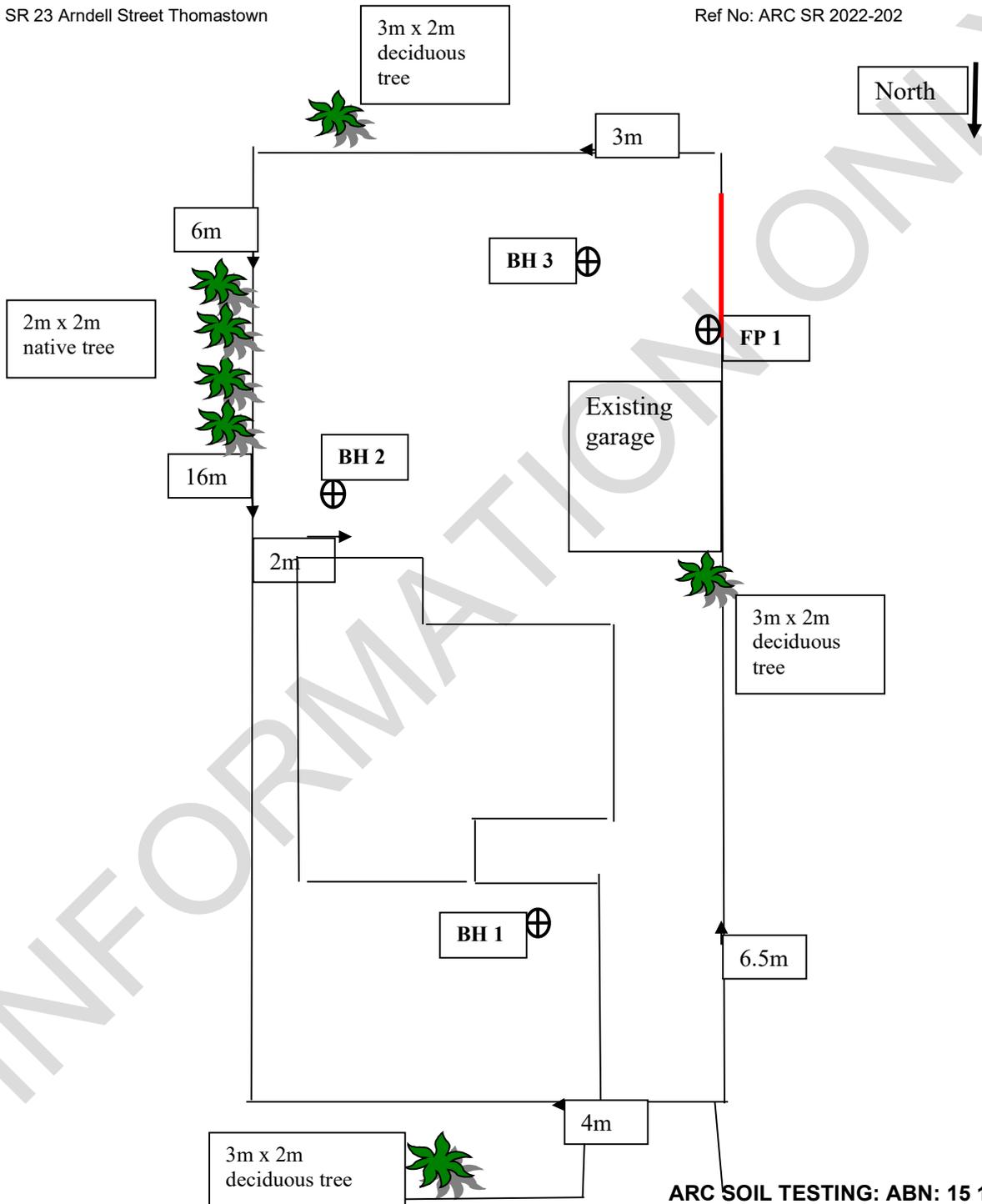
- **CH+** – denotes very highly reactive clay
- **XW** – extremely weathered rock

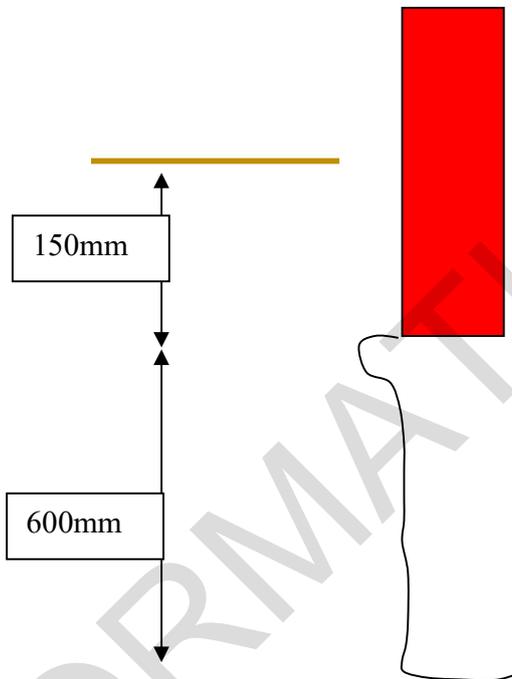
**Note:** Please note that the above depth recommendations were measured from the existing surface level at the time of the site investigation. If site scrapes occur, and cut and/or fill techniques are carried out after the site investigation, these depths could change. Furthermore, footings may have to be locally deepened where soft spots are encountered.



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## NOTES

### Site Preparation:

All vegetation and organic matter should be scraped/removed from the surface under the proposed slab to a depth of 50mm and replaced with leveling fill under the slab and internal beams.

For any site works involving cutting and/or filling operation, the amount of "Rolled Fill" (including any fill previously existing) anywhere under the slab shall generally be limited to 800mm for sand material and 400mm for other material such as clay. If amount of fill exceeds the above criteria, the site classification will change and an engineer designed slab will be required. The slab edge and stiffening beams must be founded into the recommended founding material as specified in the executive summary. All foundation excavations and site works should be inspected by the classifier to ensure sub-surface conditions and founding material are in accordance with this report.

### Construction Joints:

In an attempt to minimize distress on the brickwork caused by inevitable foundation movement, full height opening construction joints should be provided at a maximum spacing of approximately 6.0m (refer to the Cement and Concrete Association Note TN 61 for guidelines and details).

### Garage Floor Construction:

In fill type slabs for garages, must be separated from the walls and footings by a compressible strip and contain regular saw cuts/joints to assist in controlling inevitable cracking. Such slabs are not considered to be a structural part of the building and minor cracking and/or movement is likely.

### Building over Old Building Site:

Old building sites have a high soil profile reactivity and envisaged variable moisture conditions. If the proposed footing system will be a timber floor then an Engineered designed Pier and Beam Footing System is recommended. Such a footing system shall consist of perimeter Engineered Designed Pier and Beam system with isolated pad footings for floor support.

The long term performance of footings constructed on sites where an existing building has been recently removed are subject to variable moisture changes. In an attempt to reduce these effects stiffening of the footings by increasing concrete depth and/or reinforcement may be applied. An engineer should be engaged to design the footing system.



## NOTES (cont)

### Trees:

Trees should be at a distance equivalent to their mature height from the construction. For **Class H** sites distance of the tree from the construction should be 1.0m X mature height. Where there is a group of trees this distance should be increased by 50%. A vertical concrete root barrier should be constructed between the proposed construction and trees to a depth of 2500mm for “H” class sites or 2000mm for “M” class sites. Alternatively, an engineer may be engaged to stiffen the slab design or introduce a pier & beam system to avoid the zone influenced of the trees. It should be mentioned that there is a possibility of tilting of a stiffened footing system, thus this should be weighed against adopting a pier and beam or a piled foundation system. Where trees are to remain on site or adjoining properties and reserves, the proposed footing system must be designed and constructed in accordance with the requirements of Appendix A and B of the current Foundation and Footings Society (Vic) Inc – Practice note 5. Such footing systems must be designed by a qualified engineer.

Where trees are to be removed from the area of the proposed building works it must be ensured that sufficient time is allowed between when the tree is removed and the commencement of construction to enable the moisture content in the soil to recover to a “normal condition”.

The above-mentioned recommendations regarding the removal of trees shall also apply to the removal of existing buildings, pavements or other structures or features that may have affected the soil moisture content beneath the proposed building works at the site.

### Filling:

No footing should be founded on the fill. All edge and internal slab beams and strip footings shall be founded 100mm min into the recommended foundation material. An engineer is to design the suspended slab panel in this case. Blinding concrete may be used to backfill the trenches where required. Alternatively, an engineered designed pier and beam system may be used. Filling placed under slab panels shall be controlled fill as per AS2870-2011. A max allowable bearing pressure of 250 kPa may be adopted for footings founded 2500mm depth or to a tightly packed basalt floater base – to be confirmed upon excavations, loose shallow floaters to be removed or cored through and penetrating calcareous deposits. Alternatively, the use of non-controlled fill will require the slab panels to be designed as suspended. Filling placed under slab panels shall be controlled fill as per AS2870-2011. All controlled fill is to be placed in 150mm max layers and tested by an approved soil engineer prior to the placement of subsequent layers.



## NOTES (cont)

### Site Drainage:

At all times the builder is to ensure that stormwater drainage is properly collected and drained away from the building and construction area. The use of up-stream spoon drains, agricultural drains and the provision of pathways around the perimeter of the building and grading away from it are required. On **sloping sites**, a cut off drain should be provided on the high side such that any groundwater movements toward the house is intercepted and drained into the storm water drain. Furthermore, the ground immediately next to the perimeter footings should be graded away at approximately 1:50 within at least 1500mm.

### Services:

The builder is to investigate the location of all underground services prior to construction to determine the impact on the footings. Footings adjacent to services may need to be deepened or suspended depending on the depth of the service.

### Plumbing:

All plumbing services around the property both during and post construction are to be maintained and prevent water from entering the construction site or building envelope.

### Excavations:

Material	Maximum Unrestrained Batter Angles
Sand	30 degrees
Clayey Silt	30 degrees
Silty Clay	45 degrees

*\* Note that if any significant changes are made to this site, such as site leveling works that result in site cuts in excess of 500mm and site filling in excess of 400mm the above classification may have to be amended.*

### Footing Discussion:

Footings should not be founded on calcareous sand/gravel (identified by its distinct white colour) as it has the potential to soften when wet and therefore would not be suitable founding material. Where encountered, footings should penetrate through this calcareous material.



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## **NOTES (cont)**

### **Design for rock outcrops:**

The edge beam depth or the footing depth can be reduced by up to one third provided that the amount of top bottom reinforcement is doubled and extended at least 1000mm past the section with reduced depth where a footing or edge beam encounters a single or local rock outcrop or floater over a length less than 1m.

### **Design for partial rock foundation:**

Strip footings and piers/pads shall be founded a minimum of 100mm into the natural Silty Clay or weathered basalt rock. Where part of the footing is on rock and part is on soil, provision for movement at the change between the two types of foundation shall be made by articulation of the superstructure or strengthening of the footing system. With Class M and H sites the design shall be in accordance with engineering principles.

### **Design for complete rock outcrops:**

Where the edge beam or footing is to be founded entirely on rock, the footing or beam can be replaced by a leveling pad of concrete or mortar.

### **Pier-And-Beam, Pier-And-Slab or Pile Systems**

These systems shall be designed in accordance with engineering principles.



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## **DISCLAIMER**

ARC SOILTESTING was engaged by the client named herewith to conduct a field investigation site classification and to recommend founding depths for both slab and strip footing construction in accordance with the Australian Standard 2870-2011 (Residential Slabs and Footings).

Recommendations have been compiled upon the following;

- information supplied by the client to ARC SOILTESTING such as the type of proposed construction, location, and siting and any prior knowledge of the test site such as filling or other soil tests conducted in the past.
- Geological Maps and relevant Australian Standards such as AS2870 – 2011 – Residential Slabs and Footings and AS1726 – 1993 – Geotechnical Site Investigations.

No responsibility will be taken by ARC SOILTESTING if this report is not reproduced in full. The information contained in this report shall not be used for any other purpose than that of the original content.

Importantly this document shall not be used as a footing design. Minimum founding depths have been recommended in this site investigation report. These recommendations apply only to designs that are in accordance with AS 2870 -2011 Section 3.1.1.

This report is the copyright of ARC SOILTESTING and all information herein is for the client's use only. If the client refuses to pay for the report then ARC SOILTESTING reserves the right to disclaim such and all recommendations provided.

No responsibility will be held for when adverse differences occur which could not have been predicted. It should be considered that this report assumes the soil profile observed in the boreholes is representative of the site, and that lateral variations in the soil profile is possible over a site. It is imperative that ARC SOILTESTING is to be contacted if the soil profile differs to that suggested/recommended in this report. In some circumstances this report may need to be amended and the soil classification as well as site classification may need to be reclassified.

Furthermore the report was based upon the site conditions existing at the time of testing. Changes to the site conditions could arise if the following occur - addition of excessive fill, fluctuation in groundwater and flooding, therefore further testing may be required.



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## **DISCLAIMER (cont)**

Where a site contains an existing dwelling access for a truck mounted mechanical drill rig can sometimes be hindered and therefore this site may need to be revisited for further testing once access is made available. Such a site would be classified to contain abnormal moisture conditions due to the site coverage, further testing may need to be required once the site has been cleared.

Trees and garden beds should not be placed in the vicinity of footings as they can cause foundation movements due to moisture variations most common in reactive soils and as a consequence buildings may become distressed. Root barriers may need to be introduced if trees are to remain. If large trees are removed from the site, sufficient time may be required to elapse prior to the commencement of foundation construction to allow the soil to regain normal moisture conditions. Ideally a summer/winter cycle may need to be completed.

Soil, drilling depths and site levels should be given a tolerance of +/- 250mm.

Rescode assessments should be given a tolerance of +/- 500mm

ARC SOILTESTING will not be responsible for not accurately determining the depth of fill across the site whilst utilizing a small diameter auger which is standard geotechnical practice.

It should be noted that color descriptions can vary with moisture content, therefore color and shade descriptions mentioned in this report may vary during excavation as soil description are made when the soil is in a moist condition.

While footing excavation is undertaken, if any doubt in relation to the foundation material and/or bearing capacity of the foundation material or depth of filling this office should be contacted for an inspection prior to foundations being poured. Additional fees may apply.

It is expected that all relevant information regarding the site (e.g. previous land uses, previously placed fill material, removal of trees, natural springs, former wells, dams, creeks, gullies, etc.) has been investigated by the client and the information supplied to this office prior to the report being written. All reports (geotechnical or otherwise) relevant to the site must be supplied to this office prior to this report being written. If information is supplied to this office after the report has been written, Arc Soil testing reserves the right to amend the initial report. In the event of an amended report, Arc Soil testing will not accept any liability/financial loss consequential or otherwise.



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## **DISCLAIMER (cont)**

This report is a geotechnical report and whilst it contains footing recommendations it does not in any way constitute a footing design and/or footing specification, but rather a general guideline to satisfy the requirements of AS 2870-2011. It is the responsibility of the designing building practitioner to nominate a footing specification which will perform satisfactorily for the given site.

Unless stated otherwise any dimensions, slope, direction and magnitude shown on the attached site plan considered to be approximate and should only be used as a guide. Site features such as tree locations, pits, vehicle crossings etc., should not be relied upon any party as being correct in location. These features should be checked prior to final drawings.

It is beyond the scope of this report to investigate or comment any possible contamination of the site.

It is beyond the scope of this report to comment or investigate slope stability of the site.

ARC SOILTESTING will not be liable or responsible for any soil test which is conducted on the wrong property if the information supplied by the client is not unclear or incorrect. It is the builders/owners responsibility to ensure that the correct site has been tested.

This classification is based only on the soil profile as observed during limited testing. This report does not take into account any past, present, or future abnormal moisture conditions as defined in AS 2870-2011, Clause 1.3.3.

DATED

2026

**CANE KOTESKI AND MENKA KOTESKA**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 23 Arndell Street, Thomastown 3074**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: VS:26/4193VS