

# Contract of Sale of Real Estate

**Property address**            **37 Clapham Avenue, Wollert 3750**

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

The terms of this contract are contained in the -

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of 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:**            **JESSICA LOUISE GEEVE-WHITWELL**

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*.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

### Particulars of sale

#### Vendor's estate agent

HARCOURTS RATA & CO  
1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: (03) 9465 7766 Mob: 0423 241 974 Fax:

Ref:

#### Vendor

**JESSICA LOUISE GEEVE-WHITWELL**

#### Vendor's legal practitioner or conveyancer

**Melbourne Real Estate Conveyancing Pty Ltd**  
954 High Street Reservoir Vic 3073

Email: julia@melbournerec.com.au

Tel: 0421 704 140

Mob:

Fax:

Ref: JK:26/4261JK

#### Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel:..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12286 Folio 996	908	825839M
Volume Folio		

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **37 Clapham Avenue, Wollert 3750**

**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

<b>Special conditions</b>
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INFORMATION ONLY

## 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 Purchaser acknowledges that the Vendor makes no Representation for any permits or approvals for the decking. 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.

## **25. Christmas & New Year Holiday Period**

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

**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>	37 Clapham Avenue, Wollert 3750	
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<b>Vendor's name</b>	JESSICA LOUISE GEEVE-WHITWELL	<b>Date</b> / /
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<b>Vendor's signature</b>		
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<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

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

<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:

If any 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):

Are contained in the attached certificate.

**6 OWNERS CORPORATION**

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

Not Applicable.

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

Not Applicable.

## 8 SERVICES

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

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

## 9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

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 12286 FOLIO 996

Security no : 124131841436U  
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**LAND DESCRIPTION**

Lot 908 on Plan of Subdivision 825839M.  
PARENT TITLE Volume 12196 Folio 622  
Created by instrument PS825839M 22/02/2021

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
JESSICA LOUISE GEEVE-WHITWELL of 91A HOFFMANS ROAD NIDDRIE VIC 3042  
AU118282K 09/03/2021

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AU118283H 09/03/2021  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS825839M 22/02/2021

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AR402287R 30/08/2018

**DIAGRAM LOCATION**

SEE PS825839M 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: 37 CLAPHAM AVENUE WOLLERT VIC 3750

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 09/03/2021

DOCUMENT END

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Document Assembled	<b>03/02/2026 16:15</b>

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<b>PLAN OF SUBDIVISION</b>		<b>LRS USE ONLY EDITION 1</b>	<b>PLAN NUMBER PS 825839M</b>
<b>LOCATION OF LAND</b> <b>PARISH:</b> WOLLERT  <b>TOWNSHIP:</b> -----  <b>SECTION:</b> 17  <b>CROWN ALLOTMENT:</b> -----  <b>CROWN PORTION:</b> 1 (PART)  <b>TITLE REFERENCES:</b> VOL 12196 FOL 622  <b>LAST PLAN REFERENCE:</b> LOT A ON PS817664S  <b>POSTAL ADDRESS: (at time of subdivision)</b> VEARINGS ROAD WOLLERT 3750  <b>MGA 94 CO-ORDINATES: (of approx. centre of plan)</b> E: 322 810    ZONE: 55 N: 5 837 330    DATUM: GDA94		Council Name: Whittlesea City Council  Council Reference Number: 609948 Planning Permit Reference: 716593 SPEAR Reference Number: S134515V  <b>Certification</b>  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification  Digitally signed by: Renee Kueffer for Whittlesea City Council on 23/06/2020  <b>Statement of Compliance</b> issued: 15/02/2021  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance	
<b>VESTING OF ROADS OR RESERVES</b>		<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 905 (BOTH INCLUSIVE), 909 TO 914 (BOTH INCLUSIVE) AND 917 TO 923 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  <b>TOTAL ROAD AREA: 4090m<sup>2</sup></b>	
ROAD R1	WHITTLESEA CITY COUNCIL		
<b>NOTATIONS</b>			
DEPTH LIMITATION DOES NOT APPLY			
<b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY VIDE BP3182P  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. WOLLERT PM 21  LAND IN PROCLAIMED SURVEY AREA No. 74  <b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 716593			
<b>ESTATE:</b> AMBER 9B		<b>AREA:</b> 1.564 ha	<b>No. OF LOTS:</b> 37
<b>MELWAY:</b> 388:D:8			
<b>EASEMENT INFORMATION</b>			
<b>LEGEND:</b> A - APPURTENANT    E - ENCUMBERING EASEMENT    R - ENCUMBERING EASEMENT (ROAD)			
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN
LAND BENEFITED OR IN FAVOUR OF			
WHITTLESEA CITY COUNCIL			
YARRA VALLEY WATER			
YARRA VALLEY WATER			
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: <b>9434/9B</b> VERSION: <b>8</b>  Digitally signed by: Damian Smale, Licensed Surveyor, Surveyor's Plan Version (8), 31/03/2020, SPEAR Ref: S134515V	ORIGINAL SHEET SIZE A3    SHEET 1 OF 4 SHEETS  PLAN REGISTERED TIME: 2.09 PM    DATE: 22/02/2021 RHills Assistant Registrar of Titles
CHECKED JC	DATE: 30/03/20		

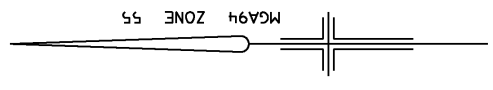
PLAN OF SUBDIVISION  
PS 825839M



PLAN NUMBER  
PS 825839M

BOUNDARY ROAD  
ROAD



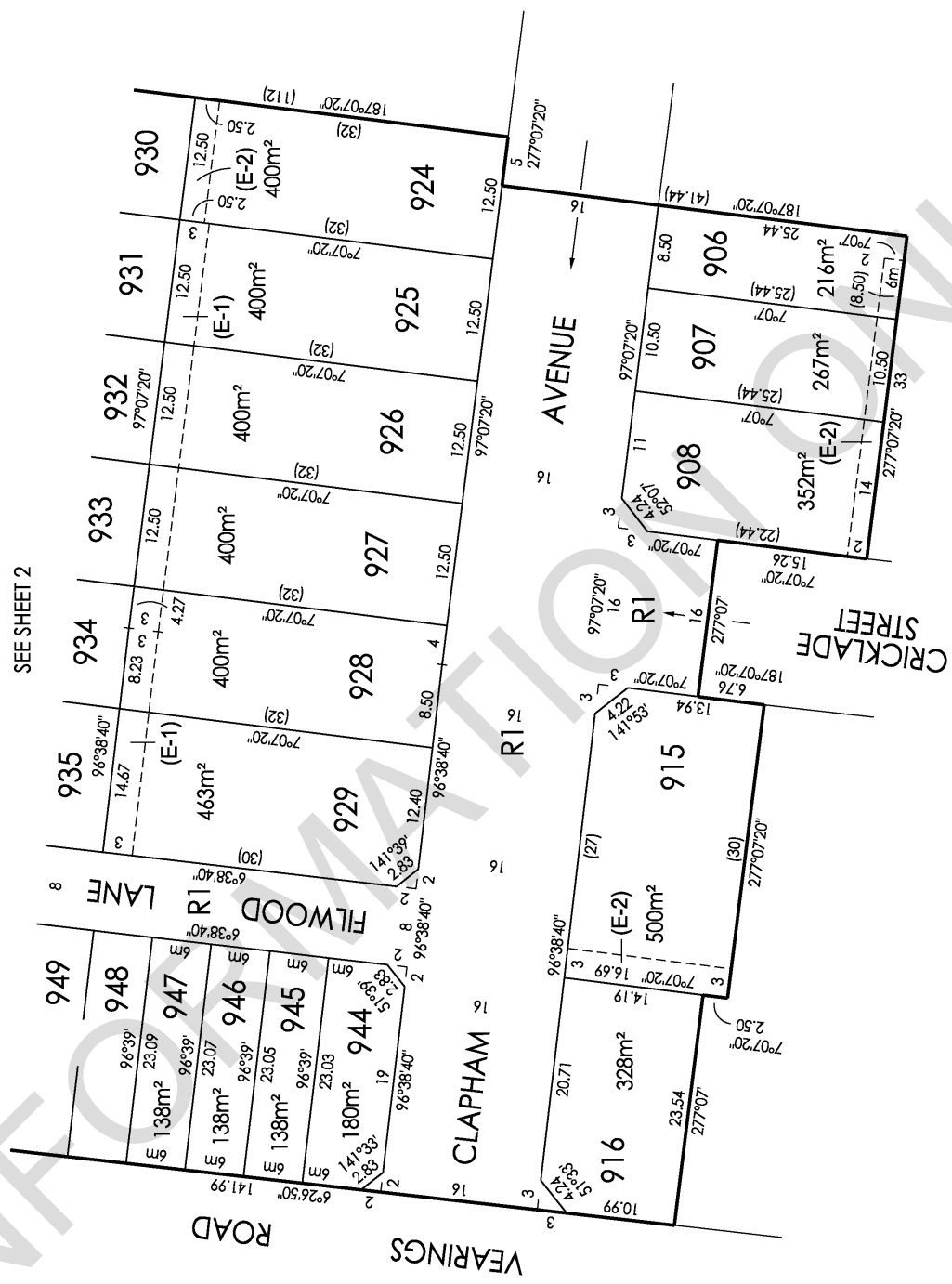
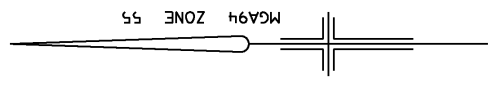
SEE SHEET 3



 <p><b>Breese Pitt Dixon Pty Ltd</b>          1/19 Cato Street          Hawthorn East Vic 3123          Ph: 8823 2300 Fax: 8823 2310          www.bpd.com.au info@bpd.com.au</p>	<p><b>SCALE</b> 1:500</p>  <p>LENGTHS ARE IN METRES</p>	<p><b>REF: 9434/9B</b>    <b>VERSION: 8</b></p> <p>Digitally signed by: Damian Smale, Licensed Surveyor,          Surveyor's Plan Version (8),          31/03/2020, SPEAR Ref: S134515V</p>	<p><b>ORIGINAL SHEET SIZE A3</b>    <b>SHEET 2</b></p> <p>Digitally signed by:          Whittlesea City Council,          23/06/2020,          SPEAR Ref: S134515V</p>
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PLAN OF SUBDIVISION

PLAN NUMBER  
PS 825839M



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SPEAR Ref: S134515V

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Surveyor's Plan Version (8),  
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PLAN OF SUBDIVISION

PLAN NUMBER  
PS 825839M

**SUBDIVISION ACT 1988**  
**CREATION OF RESTRICTION**

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

**RESTRICTION NUMBER 1**

For the purposes of this restriction:

Land to benefit: Lots 906, 907, 908, 915, 916 and 924 to 955 (both inclusive).  
Land to be burdened: Lots 906, 907, 908, 915, 916 and 924 to 955 (both inclusive).

Description of Restriction:

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

- (a) Anything other than in accordance with MCP No. AA3446.
- (b) Any building unless the building incorporates dual plumbing for the use of recycled water for toilet flushing and garden watering.
- (c) In the case of lots less than 300m<sup>2</sup> any dwelling unless in accordance with the Small Lot Housing Code or unless a specific planning permit for the said dwelling has been obtained from Whittlesea City Council.  
For the purpose of this restriction the following applies:  
Type A - Lots 906, 907 and 936 to 939 (both inclusive).  
Type B - Lots 944 to 953 (both inclusive).
- (d) In the case of lots greater than 300m<sup>2</sup>;
  - i. Any dwelling greater than a single storey on a lot with a side boundary abutting a road, unless the setback of the first level of the dwelling from the side boundary abutting a road, is at least 900 millimetres greater than the setback from the side boundary of the ground level of the dwelling. For the purpose of this restriction a side boundary abutting a road is considered to be the longer of the two boundaries abutting a road.
  - ii. Any garage unless the garage is constructed greater than 5 metres from the main street frontage. The main street frontage is considered the frontage that allows the most direct access to the front door of the dwelling.
  - iii. Any garage on a lot of a width of 10 metres or less and where access is proposed from the main street frontage unless the said garage is a single car garage only. The main street frontage is considered the frontage that allows the most direct access to the front door of the dwelling.

Restriction number 1 (a) above only, will cease to affect any of the burdened lots one year after all the burdened lots are issued with an Occupancy Certificate under the Building Act 1993 or any instrument replacing it.

**RESTRICTION NUMBER 2**

For the purposes of this restriction:

Land to benefit: Lots 906, 907, 908, 915, 916 and 924 to 954 (both inclusive).  
Land to be burdened: Lot 955.

Description of Restriction:

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

- (a) Any dwelling unless the said dwelling is double storey.
- (b) Any dwelling unless the said dwelling includes passive surveillance features such as large windows and balconies at the first storey level overlooking the western boundary of the burdened lot, to the satisfaction of the Responsible Authority.
- (c) Any fence on the western boundary of the burdened lot unless that part of the said fence between the front boundary and the building line is a feature-style fence with a minimum of 25% transparency and a maximum height of 1.5 metres.



**Breese Pitt Dixon Pty Ltd**  
1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
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SCALE

ORIGINAL  
SHEET SIZE A3

SHEET 4

REF: 9434/9B

VERSION: 8

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Surveyor's Plan Version (8),  
31/03/2020, SPEAR Ref: S134515V

Digitally signed by:  
Whittlesea City Council,  
23/06/2020,  
SPEAR Ref: S134515V

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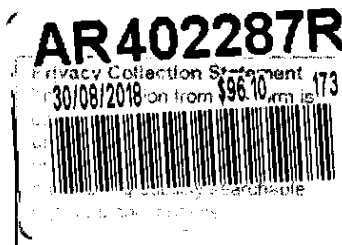
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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Lodged by:

Name: MADDOCKS  
Phone: 03 9258 3555  
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008  
Ref: TGM:7408849  
Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume 11917 Folio 635, Volume 11916 Folio 442, Volume 11998 Folio 327, Volume 11998 Folio 328 and Volume 11951 Folio 738

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application

## Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: MARIA V. MARSHALL

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

**Certifications**

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

**AR402287R**

Executed on behalf of: Whittlesea City Council

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Signer Name: MARIA V. MARSHALL

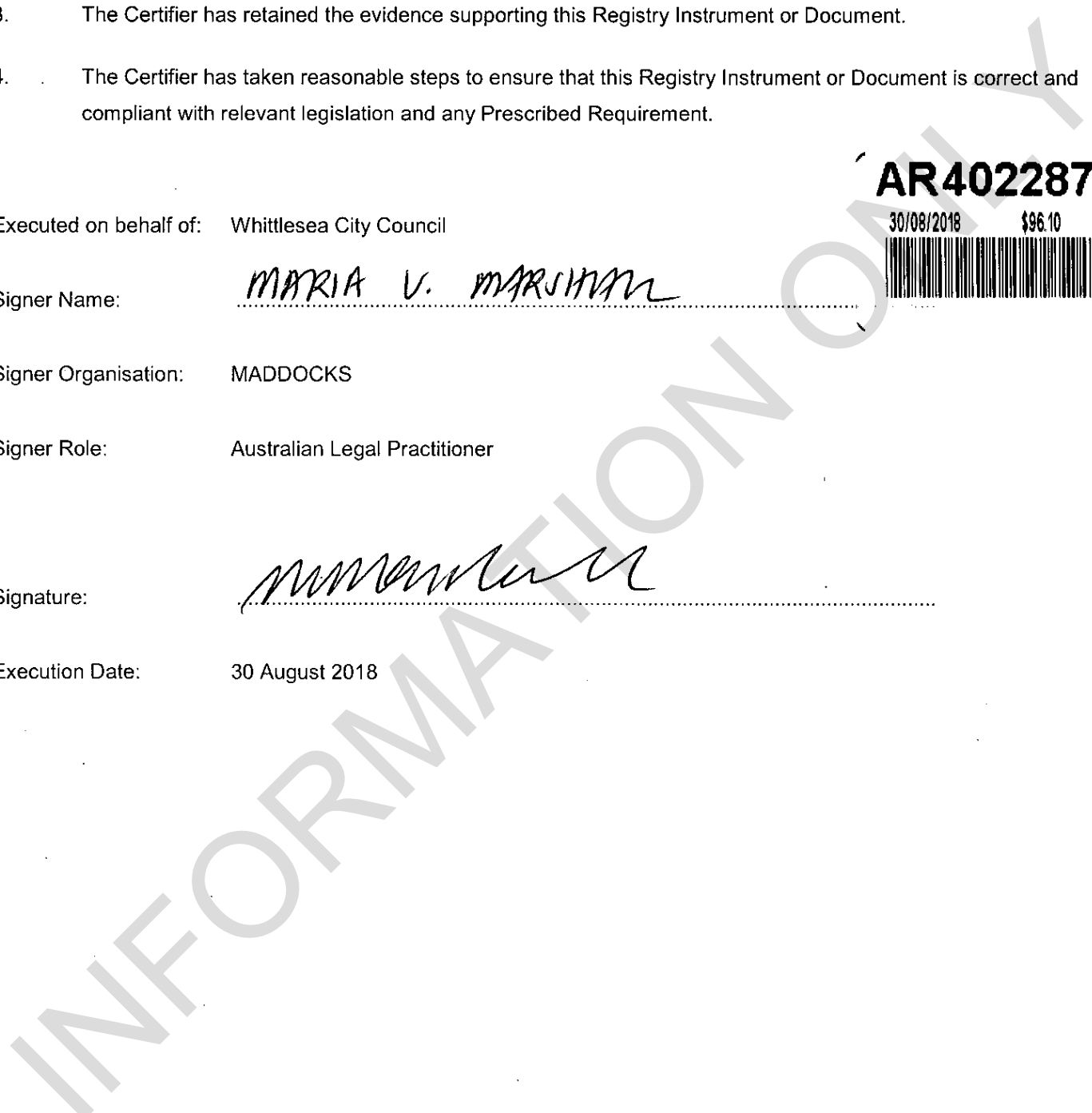


Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: [Handwritten Signature]

Execution Date: 30 August 2018





Maddocks

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Date / / 2018

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

**Subject Land: 360 Vearings Road, Wollert; 380A Vearings Road, Wollert; 390 Vearings Road, Wollert; 390A Vearings Road, Wollert and 390D Vearings Road, Wollert**

Purpose of Agreement: WIK for Land Projects and Public Open Space equalisation

**City of Whittlesea**

and

**ID Folkestone Vearings Land Pty Ltd ACN 609 840 888**

and

**Nicholas Boglis, Victor Boglis, Angiliki Boglis**

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INFORMATION ONLY

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

**Dated / / 2018**

### Parties

Name	<b>City of Whittlesea</b>
Address	25 Ferres Boulevard, South Morang
Short name	<b>Council</b>
Name	<b>ID Folkestone Vearings Land Pty Ltd ACN 609 840 888</b>
Address	Level 12, 484 St Kilda Road, Melbourne, Victoria 3004
Short name	<b>Developer</b>
Name	<b>Nicholas Boglis, Victor Boglis, Angiliki Boglis</b>
Address	C/- Walsh, Johnston & Co., 454 High Street, Northcote, Victoria, 3070
Short name	<b>390 Vearings Road Vendors</b>

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the collecting agency and the development agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The 390 Vearings Road Vendors are the registered proprietors of the land contained in Certificate of Title Volume 11998 Folio 327, being part of the Subject Land.
- E. The Developer is the registered proprietor or entitled to be the registered proprietor of the land contained in Certificates of Title:
  - E.1 Volume 11917 Folio 635;
  - E.2 Volume 11916 Folio 442;
  - E.3 Volume 11998 Folio 328; and
  - E.4 Volume 11951 Folio 738,
 being part of the Subject Land.

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- F. The 390 Vearings Road Vendors have entered into the contract to sell to the Developer those parts of the Subject Land owned, by the 390 Vearings Road Vendors.
- G. The Developer enters this Agreement in anticipation of it becoming the registered proprietor of the whole of the Subject Land over time.
- H. The Vendor consents to registration of this Agreement.
- I. On 9 June 2017, Council issued the Planning Permit.
- J. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- K. The Developer has asked Council for permission to transfer to or vest in Council the Land Projects.
- L. Council has agreed that the Developer will transfer the Land Projects to Council in return for a Credit against its development contribution liability under the Development Contributions Plan.
- M. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Developer and the Vendor entering into this Agreement.
- N. As at the date of this Agreement, the Subject Land is subject to a Caveat in favour of the Caveator. The Caveator consent to the recording of this Agreement on the certificates of title to the Subject Land.

**The Parties agree:**

**1. Definitions**

In this Agreement unless the context admits otherwise:

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

**Agreed Land Value** means the amount calculated in accordance with Schedule 2.

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

**Caveator** means ID Vearings Pty Ltd ACN 601 194 825.

**Claim** means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

**Consent Fee** means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

**Contract** means the contract for the purchase of the Subject Land from the 390 Vearings Road Vendors.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute

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as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Credit** means a credit in the amount of the Agreed Land Value as the case may be against the Developer's liability to pay the Development Infrastructure Levy for the Subject Land.

**Current Address** means:

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

**Current Email** means:

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

**Developer** means the person named as Developer under this Agreement and after the settlement of the Contracts means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the owner of a Residential Lot.

**Development Infrastructure Levy** means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

**Development Contributions Plan** means the Development Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

**Equalisation Payment** means the amount specified in Schedule 3 as the equalisation payment required to be paid either by the Developer or Council as the case may be. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Developer is required to transfer to or vest in Council under this Agreement, the Development Contributions Plan or a condition on a planning permit in respect of the Subject Land; and
- the Public Open Space Contribution that the Developer is required to make under clause 52.01 of the Planning Scheme.

**GAIC** means the Growth Areas Infrastructure Contribution under the Act.

**GST Act** means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.



**Indexation** means an adjustment to an amount carried as follows:

- For Land Projects
  - Using the CPI as the adjustment index; where
  - The adjustment is to be applied only to the remaining balance of the Credit for the Land Project;
- For Development Infrastructure Levy
  - using the CPI as the adjustment index;
- For Open Space Land and Open Space Equalisation Payment
  - Using the CPI as the adjustment index.

and in all instances the Indexation is to be undertaken quarterly each year, commencing July 2018.

**Inherent GAIC Liability** means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act whether before, at or after the vesting or transfer of the land in or to Council.

**Land Project** means land which is described in Schedule 2 and which under this Agreement is required to be transferred to or vested in Council.

**Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

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

**Open Space Land** means land for public open space identified in the Precinct Structure Plan and which is not an Infrastructure Project or a Land Project but is subject to an Equalisation Payment.

**Open Space Land Value** means the amount to be calculated by multiplying the area of the Open Space Land required by the Land Value Rate as specified in Schedule 3 subject to Indexation.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession, but does not mean the owner of a Residential Lot.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations both of which are to be performed by the Developer.

**Party or Parties** means the parties to this Agreement.

**Plan of Subdivision** means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

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**Planning Permit** means the planning permit no. 716593 issued by Council on 9 June 2017 as amended from time to time.

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

**Precinct Structure Plan** means the incorporated Wollert Precinct Structure Plan.

**Provision Trigger** means the milestone or provision trigger set out in the relevant columns of Schedule 2.

**Residential Lot** means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

**Satisfaction Fee** means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

**Schedule** means a schedule to this Agreement.

**Stage** is a reference to a stage of subdivision of the Subject Land.

**Statement of Compliance** means a Statement of Compliance under the *Subdivision Act 1988*.

**Subject Land** means all of the land described in Schedule 4 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Vendor** means the 390 Vearings Road Vendors.

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## 2. Interpretation

In this Agreement unless the context admits otherwise:

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



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

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**3. Purposes of Agreement**

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

- 3.1 record the terms and conditions on which Council agrees to the Developer providing the Land Project to Council;
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land; and
- 3.3 satisfy conditions 13, 36, 37 of the Planning Permit.

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**4. Reasons for Agreement**

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have consented to the Developer providing the Land Project instead of paying the Development Infrastructure Levy without setting out the terms and conditions of this arrangement.

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**5. Agreement required**

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required or unless it is ended in accordance with clause 22 of this Agreement.

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**6. Payment of Development Infrastructure Levy**

The Parties agree that:

- 6.1 subject to the Developer's entitlement to a Credit, the Developer is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 6.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit under this Agreement must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy in cash arises or at such other time as is specified in this Agreement.

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**7. Land Project**

**7.1 Transfer or vesting of Land Project**

The Developer must transfer to or vest in Council each Land Project:

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- 7.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 7.2;
- 7.1.2 with all services to be available as specified in the relevant column of Schedule 2;
- 7.1.3 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 7.1.4 free of any fees and charges associated with the delivery of the site; and
- 7.1.5 otherwise in a condition that is to the satisfaction of Council in its capacity as Development Agency.

**7.2 Time for transfer or vesting of Land Project**

If the Developer does not meet the Provision Trigger for a Land Project, Council may:

- 7.2.1 at its absolute discretion extend the timeframe; or
- 7.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council.

**7.3 Agreed Land Value**

The Developer agrees that the Agreed Land Value:

- 7.3.1 is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- 7.3.2 is a fixed amount subject to Indexation;
- 7.3.3 replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

7.4 The Developer agrees that upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

**7.5 Environmental Assessment**

The Developer covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Developer must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

**7.6 Access to Land Project**

The Developer covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Developer must upon receiving reasonable notice, provide Council and its servants and agents with reasonable access to the Land Project for the purpose of undertaking any survey, measurements or soil testing of the Land Project.

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**8. Public Open Space**

**8.1 Open Space Land**

The Developer must transfer to or vest in Council for municipal purposes the Open Space Land:

8.1.1 With all utility services available to the Open Space Land;

and

8.1.2 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land; or

8.1.3 within 60 days of the issue of a Building Permit for a building on the Subject Land - whichever occurs earlier.

**8.2 Environmental Assessment**

The Developer covenants and agrees that prior to transferring to or vesting the Open Space Land to or in Council, the Developer must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Open Space Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

**8.3 Value of Open Space Land**

The Open Space Land Value is an amount which is fixed in accordance with the Development Contributions Plan subject only to Indexation.

**8.4 Equalisation Payment**

The Parties agree that as an Equalisation Payment under this Agreement is due to Council, the Developer must pay the Equalisation Payment prior to issue of a Statement of Compliance for each stage of development of the Subject Land at a pro-rata amount based on the stage net developable area at the Open Space Land Value unless a different time is agreed in writing with Council.

**8.5 Council acknowledgement**

The parties acknowledge and agree that upon the Developer satisfying its obligations under clause 9, the Developer will have fulfilled its obligations under the Planning Scheme and the *Subdivision Act 1988* in relation to making a public open space contribution in respect of the Subject Land.

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**9. Credit and processing of credits**

**9.1 Credit**

The Parties agree that:

9.1.1 the Developer will be entitled to a Credit equivalent to the Agreed Land Value from the commencement of this Agreement as follows;

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- (a) The Credit for the Agreed Land Value may be used to offset any Development Contributions Levy payable for Stages 1 – 5;
- (b) Beyond Stage 5 , the remaining balance of the Credit for the Agreed Land Value will be distributed over the remaining stages of the development in proportion to the Net Developable Area within each of the remaining stages so as to amortise the remaining Credit evenly over the remaining stages.

9.1.2 the Development Infrastructure Levy is not required to be paid in cash until Stage 6 ;

9.1.3 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:

- (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and,
- (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;

9.1.4 subject to this Agreement when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

- (a) in relation to that Stage, the Developer must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
- (b) in relation to subsequent Stages, the Developer must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance;

## 9.2 Exhaustion of Credit

When the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

- 9.2.1 in relation to the Stage, the Developer must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the Credit remaining prior to the issue of a Statement of Compliance; and
- 9.2.2 in relation to subsequent Stages, the Developer must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council.

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## 10. Localised Infrastructure

The Parties acknowledge that:

- 10.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 10.1.2 compliance with the obligations of this Agreement does not relieve the Developer of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

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## 11. Further obligations of the Parties

### 11.1 Transaction costs

Where the Developer is required to transfer or vest land, the Developer is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

### 11.2 Notice and registration

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

### 11.3 Further actions

The Developer and the Vendor:

- 11.3.1 must do all things necessary to give effect to this Agreement;
- 11.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 11.3.3 agrees to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

### 11.4 Fees

Within 14 days of a written request for payment, the Developer must pay to Council any:

- 11.4.1 Satisfaction Fee; or
- 11.4.2 Consent Fee

as required.

### 11.5 Council's costs to be paid

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

- 11.5.1 drafting, finalising, signing, recording and enforcing this Agreement;
- 11.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 11.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

### 11.6 Time for determining satisfaction

If Council makes a request for payment of:

- 11.6.1 a fee under clause 11.4; or

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11.6.2 any costs or expenses under clause 11.5

the Parties agree that Council will not decide whether the Developer's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

**11.7 Interest for overdue money**

The Developer agrees that:

11.7.1 the Developer must pay to Council interest at the same rate used under section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

11.7.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

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**12. Agreement under section 173 of the Act**

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

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**13. Developer's and Vendor's warranties**

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

13.2 The Developer warrants that:

13.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and

13.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

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**14. Developer's Indemnity**

The Developer indemnifies and keeps indemnified the Vendor against all Claims the Vendor may suffer, sustain or incur as a result of entering into this Agreement.

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**15. Successors in title**

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

15.1.1 give effect to this Agreement; and

15.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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**16. General matters**

**16.1 Notices**

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

- 16.1.1 personally on the other Party;
- 16.1.2 by leaving it at the other Party's Current Address;
- 16.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 16.1.4 by email to the other Party's Current Email.

**16.2 No waiver**

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

**16.3 Severability**

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

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

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

**16.5 Inspection of documents**

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

**16.6 Governing law**

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

**16.7 Counterparts**

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

**16.8 Payment by Vendor**

For the avoidance of doubt, nothing in this Agreement imposes an obligation on the Vendor to pay either a development contribution where the Vendor does not take steps to develop the Subject Land, or part of the Subject Land, or to obtain a Statement of Compliance.

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**17. GAIC**

- 17.1 The Developer acknowledges and agrees all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Developer shall remain liable to Council for any GAIC liability incurred by Council.
- 17.2 The Parties agree that clause 17.1 survives the termination of this Agreement
- 17.3 The Developer agrees that the Developer must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 17.1 from its Inherent GAIC Liability.

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**18. Foreign resident capital gains withholding**

**18.1 Definitions**

For the purposes of this clause, the following definitions apply:

**Clearance Certificate** means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

**Consideration** means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

**Excluded Transaction** has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

**statement of compliance** has the same meaning as in the Subdivision Act 1988

**Tax Act** means the *Taxation Administration Act 1953* (Cwlth)

**Variation Amount** means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

**Variation Notice** means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

**18.2 Foreign resident status of Owner**

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is transferred to or vested in Council.

**18.3 Excluded transaction**

18.3.1 Clause 18.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space

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Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is transferred to or vested in Council's ownership.

- 18.3.2 Without limiting clause 18.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

**18.4 Variation notice**

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 18.5 below) in accordance with the Variation Notice.

**18.5 Withholding**

- 18.5.1 This clause 18.5 applies if the Owner is taken to be foreign residents under clause 18.2 and the Owner has not satisfied Council that the transfer or vesting of the Land Project and Open Space Land is an Excluded Transaction under clause 18.3.

- 18.5.2 Subject to clauses 18.5.3 and 18.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 18.4,

**(withholding amount).**

- 18.5.3 Subject to clause 18.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

- 18.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

**18.6 Council to remit withholding amount**

- 18.6.1 Council agrees to:

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- (a) pay the withholding amount or amounts determined under clause 18.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
  - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
  - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

**18.7 Consideration adjusted after withholding**

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 18.5.

**18.8 Owner to co-operate**

18.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
  - (i) a Clearance Certificate has been provided to Council; or
  - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 18.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

18.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.



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**18.9 Owner's and Developer's warranty**

The Owner warrants that the information provided to Council under this clause 18 is true and correct.

**18.10 Indemnity**

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 18.

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**19. GST**

19.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

19.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

19.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 19.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

19.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 19.3.

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**20. Commencement of Agreement**

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

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**21. Amendment of Agreement**

21.1 This Agreement may be amended in accordance with the Act.

21.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Developer of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

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**22. Ending of Agreement**

22.1 This Agreement ends:

22.1.1 when the Developer has complied with all of the Developer's obligations under this Agreement; or

22.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

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- 22.2 Notwithstanding clause 22.1, the Developer may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 22.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Developer of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 22.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 22.1 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 22.5 Upon the issue of a Statement of Compliance for a Plan of Subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the Plan of Subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 22.6 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Developer and at the cost of the Developer, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 22.7 On completion of all the Developer's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Developer's request and at the Developer's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

---

### 23. Anticipated Balance Sheet

The parties agree that the Anticipated Balance Sheet at Schedule 5 of this Agreement is the best estimate of the parties prepared immediately prior to the execution of this Agreement as to the likely payments required, available Credits and Open Space Equalisation consequent upon the Staging as advised by the Developer.

**AR402287R**

30/08/2018 ks \$96.10 173



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## Schedule 1

Wollert Development Contributions Plan.

INFORMATION ONLY

**AR402287R**

30/08/2018 \$96.10 173



## Schedule 2

### Land Project

DCP Project No.	Description of the Land Project	Land Area as per DCP for Subject Land	Services to be available	Provision Trigger	Agreed Land Value 2017 \$ (per Hectare)	Credit Value
SR-04	Wollert Multi-purpose Sports Reserve Purchase of land for multi-purpose sports reserve & multi-purpose indoor sporting facility	6.38 ha	All utility services	Stage 10	\$1,492,186.00 per hectare	\$9,520,150.00

INFORMATION ONLY

**AR402287R**

30/08/2018 \$96.10 173



### Schedule 3

#### Open Space Land

Address	Description of the Open Space Land	Provision Trigger	Land Value Rate (per hectare) 1 July 2017	Open Space Land Value \$2017	Required Passive Open Space Contribution (4.47% for Residential NDA)	Equalisation amount payable by owner to Council 1 July 2017
360 Vearings Road, Wollert (For Property 6)	Nil	N/A	\$1,325,000	Nil	0.1061 ha	\$140,517.30
390 Vearings Road, Wollert (Property 9)	Nil	N/A	\$1,492,186	Nil	1.2535 ha	\$1,870,383.93
Total Equalisation Payment Due to Council						\$2,010,901.23
Averaged Equalisation Payment per Net Developable Hectare (Total Equalisation Payment / Total NDA (30.414 Ha))						\$66,117.77

INFORMATION ONLY

**AR402287R**

30/08/2018 \$96.10 173



## Schedule 4

### Subject Land

Address	Land Certificate of title volume/folio	Property Number	Mortgage Y/N
360 Vearings Road, Wollert	11917/635 (PS804343M Lot A)	6 (part)	Y
380A Vearings Road, Wollert	11916/442 (PS804307R Lot B)	9 (part)	Y
390 Vearings Road, Wollert	11998/327 (lot A PS811197F)	9 (part)	N
390A Vearings Road Wollert	11998/328 (Lot B PS811197F)	9 (part)	N
390D Vearings Road, Wollert	11951/738 (PS804351N Lot B)	9 (part)	Y

INFORMATION ONLY



Maddocks

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## Schedule 5

Anticipated Balance Sheet for payments of Development Levies and Open Space Equalisation

INFORMATION ONLY



**Amber Estate Development Contributions and Open Space Equalisation, Wollert PSP/DCP 2017**

Prepared by City of Whittlesea on 10 July 2018

**173 Agreement Terms:**

- 1 - Lock DIL charge and index by CPI quarterly
- 2 - Lock in Land Value for SR04, subject to apportioned indexation
- 3 - Credit for SR04 land to offset stages 1 - 5 DC liability entirely, and remaining \$ to be amortised across remaining stages
- 4 - Indexation to apply to remaining balance of open space credit only
- 5 - Table 4 includes Open Space Equalisation payments

All blue text - cells to be updated to reflect indexation

**Table 1: DCP DIL RATES**

Indexation period	CPI % Adjustment	Indexed DIL Rate
Jun 17- Jun 18	N/A	\$372,042
Jul 18	0.00%	\$372,042
Sep 2018	0.00%	\$372,042
Dec 2018	0.00%	\$372,042
Mar 2019	0.00%	\$372,042
Jun 2019	0.00%	\$372,042
Sep 2019	0.00%	\$372,042
Dec 2019	0.00%	\$372,042

**Table 2: 52.01 Open Space Equalisation, Land Value \$/Ha**

Open Space Land Value \$/Ha	Property 9	Property 6	Property 9	Property 6	Property 9	Property 6	Property 9	Property 6	Property 9	Property 6	Property 9	Property 6	Property 9	Property 6
Jun 17- Jun 18	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186
Jul 18	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186
Sep 2018	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186
Dec 2018	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186
Mar 2019	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186
Jun 2019	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186
Sep 2019	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186
Dec 2019	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186	\$1,325,000	\$1,492,186

Note: Table 2 Rates will updated once CPI % Adjustment entered into column C, Table 1

**Table 3: NDA BY PROPERTY**

Property 6	Property 9	Total
2,373	28,041	30,414

**DIL - Project Credit, Property 9**

SR04 Land	6.38HA	\$9,520,150
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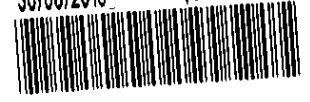
**Table 4: DCP and 52.01 Open Space Equalisation Liability table**

Stage	NDA	Indexed DIL Stage Liability (Instruction: amend formula to apply cell for relevant period in Column c, Table 1)	\$ of Remaining WIK Credit (2017)	CPI % on Land Credit	CPI \$ Adjustment	\$ of Remaining WIK Credit after CPI Adjustment	DCP Credit amortised per stage (from stage 6 onwards)	DCP Liability Payable per stage	Indexed rate applicable \$/Ha (Instruction: Refer to Column L, Table 2)	52.01 Open Space Equalisation Amount Due (Indexed Rate/ha x Stage NDA)	DIL + Open Space *Figures Subject to Indexation by Stage
Stage 1 (Prop. 6)	2,264	\$842,303	\$9,520,150	0%	\$0	\$8,677,847	\$0	\$0	\$66,117.77	\$149,690.63	\$149,690.63
Stage 2	3,350	\$1,246,285	\$8,677,847	0%	\$0	\$7,431,562	\$0	\$0	\$66,117.77	\$221,484.61	\$221,484.61
Stage 3	2,217	\$824,679	\$7,431,562	0%	\$0	\$6,606,882	\$0	\$0	\$66,117.77	\$146,558.63	\$146,558.63
Stage 4	2,224	\$827,340	\$6,606,882	0%	\$0	\$5,779,543	\$0	\$0	\$66,117.77	\$147,031.37	\$147,031.37
Stage 5	2,354	\$875,619	\$5,779,543	0%	\$0	\$4,903,923	\$492,132	\$180,148	\$66,117.77	\$155,611.48	\$155,611.48
Stage 6a	1,807	\$672,280	\$4,903,923	0%	\$0	\$4,411,791	\$563,308	\$205,470	\$66,117.77	\$119,474.81	\$119,474.81
Stage 6b	2,061	\$766,779	\$4,411,791	0%	\$0	\$3,850,483	\$512,711	\$187,681	\$66,117.77	\$124,470.67	\$124,470.67
Stage 7	1,883	\$700,391	\$3,850,483	0%	\$0	\$3,337,772	\$650,911	\$238,270	\$66,117.77	\$158,021.47	\$158,021.47
Stage 8	2,390	\$889,180	\$3,337,772	0%	\$0	\$2,686,861	\$614,838	\$225,085	\$66,117.77	\$149,264.17	\$149,264.17
Stage 9	2,258	\$839,903	\$2,686,861	0%	\$0	\$2,072,023	\$466,531	\$170,777	\$66,117.77	\$113,259.74	\$113,259.74
Stage 10*	1,713	\$637,308	\$2,072,023	0%	\$0	\$1,605,492	\$771,038	\$282,243	\$66,117.77	\$187,184.70	\$187,184.70
Stage 11	2,831	\$1,053,281	\$1,605,492	0%	\$0	\$834,454	\$834,454	\$321,481	\$66,117.77	\$205,427.91	\$205,427.91
Stage 12	3,107	\$1,155,934	\$834,454	0%	\$0	\$0	\$0	\$-16,024	\$66,117.77	\$-2,847.69	\$-2,847.69
Final Stage Reconciliation	-0.043	\$-16,024	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	30.414	\$11,315,259	\$11,315,259					\$1,795,110		\$2,010,901.23	\$3,806,011.33

Note: DCP land credit to offset liability for stages 1 - 5, remaining credit to be amortised over remaining stages - Remaining credit divided by remaining NDA, multiplied by NDA of each stage

AR 402287R

30/08/2018 \$96.10 173



# Signing Page

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

The Common Seal of Whittlesea City Council  
was affixed hereto in the presence of: )



*[Handwritten Signature]*

Delegate

LIANA THOMPSON, ACTING CHIEF EXECUTIVE OFFICER  
(print full name)

*[Handwritten Signature]*

Delegate

GEORGE SAISANAS  
(print full name) MANAGER STRATEGIC PLANNING

Executed by ID Folkestone Vearings Land Pty Ltd )  
ACN 609 840 888 in accordance with s 127(1) of the )  
Corporations Act 2001:

*[Handwritten Signature]*

Signature of Director  
MATTHEW J BELFORD  
DIRECTOR

Print full name

*[Handwritten Signature]*

Signature of Director/Company Secretary  
JEFFREY M GARVEY

DIRECTOR

Print full name

Signed by Nicholas Boglis in the presence of: )  
)

Witness

INFORMATION

AR402287R

30/08/2018 \$96.10 173  
[Barcode]

### Signing Page

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

The Common Seal of Whittlesea City Council )  
was affixed hereto in the presence of: )



*[Handwritten Signature]*

Delegate

LIANA THOMPSON, ACTING CHIEF EXECUTIVE OFFICER  
(print full name)

*[Handwritten Signature]*

Delegate

GEORGE SAISANAS  
(print full name) MANAGER STRATEGIC PLANNING

Executed by ID Folkestone Vearings Land Pty Ltd )  
ACN 609 840 888 in accordance with s 127(1) of the )  
Corporations Act 2001:

Signature of Director

Signature of Director/Company Secretary

Print full name

Print full name

Signed by Nicholas Boglis in the presence of: )  
by Neil Willis Johnston under )  
Power of Attorney dated 25/5/2018 )  
in the presence of:

Witness

*[Handwritten Signature]*

AR402287R

30/08/2018 19:10:173



Signed by Victor Boglis in the presence of:

) V. BOGLIS

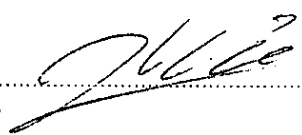
Witness



Signed by Angiliki Boglis in the presence of:

) A. BOGLIS

Witness



INFORMATION ONLY



**Caveator's Consent**

ID Vearings Pty Ltd ACN 601 194 825 as caveator under instrument no's AM069434C and AM069433E consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

A handwritten signature in black ink, written over a horizontal dotted line. The signature is stylized and appears to be the name of a representative of ID Vearings Pty Ltd.

**Caveator's Consent**

ID Folkestone Vearings Land Pty Ltd ACN 609 840 888 as caveator under instrument no's AM415168V and AM069433E consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

A handwritten signature in black ink, written over a horizontal dotted line. The signature is stylized and appears to be the name of a representative of ID Folkestone Vearings Land Pty Ltd.

INFORMATION ONLY

AR402287R

30/08/2018 \$96.10 173

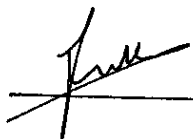


Mortgagee's Consent

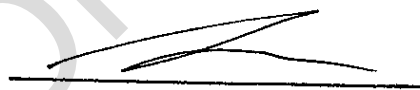
Australia and New Zealand Banking Group as Mortgagee under instrument no's AQ901326K and AQ665129Y consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

Signed for and behalf of Australia and New Zealand Banking Group Limited ARN 11 005 357 522 by its attorney

Carlu Pierce pursuant to power of attorney dated 17 April 2018 in the presence of:

  
\_\_\_\_\_

Witness: Trinh Van

  
\_\_\_\_\_

Attorney

INFORMATION ONLY

# Imaged Document Cover Sheet

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



Lodged by

Name: MADDOCKS LAWYERS

Phone: (03) 9258 3574

Address: COLLINS SQUARE, TOWER TWO, LEVEL 25, 727 COLLINS

Reference: NWP:6807624.012

Customer code: 1167E

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

---

Provisions:

ALL THOSE PROVISIONS IN THE ATTACHED PAGES NUMBERED 2 TO 5 (INCLUSIVE).

Signing:

A handwritten signature in black ink, appearing to read 'Nileshbhai Patel', written over a large, light grey watermark that says 'INFORMATION ONLY'.

NILESHBHAI PATEL  
727 Collins St, Melbourne 3008  
An Australian legal practitioner  
within the meaning of the Legal  
Profession Uniform Law (Victoria)

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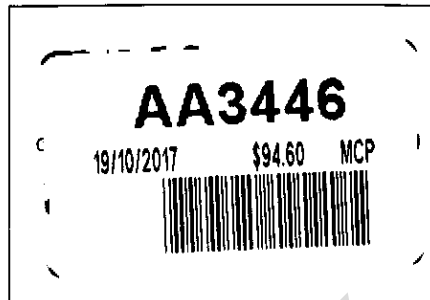
1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

Page 1 of 26

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Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

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



**Certifications**

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

**Executed on behalf of**

**Signer Name** ID FOLKESTONE VEARINGS LAND PTY LTD (ACN 609 840 888)

**Signer Organisation**

**Signer Role** AUSTRALIAN LEGAL PRACTITIONER

**Signature**

**Execution Date**

NICOLAS FRANÇOIS HOLUIGUE  
727 Collins St, Melbourne 3008  
An Australian legal practitioner  
within the meaning of the Legal  
Profession Uniform Law (Victoria)

35271702A

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

91ATLA

Page 2 of 26

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**AA3446**

19/10/2017 \$94.60 MCP

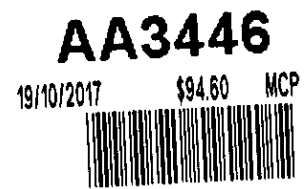


## PRELIMINARY

- A. This MCP has been prepared by ID-FLK Amber Development Pty Ltd in order to regulate the siting, form and design of residential development at Amber, Wollert in accordance with the Design Guidelines, so as to create a high level of amenity for owners and residents of lots within the relevant plans of subdivision referencing this MCP.
- B. The provisions of this MCP are incorporated into the restrictions created by the plan of subdivision.
- C. All provisions not addressed in this MCP are as required in the Regulations and the Whittlesea Planning Scheme (the Scheme).
- D. This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the Transfer of Land Act.

## PROVISIONS

Any building to be constructed on lots to which this MCP applies and for which the construction would require a building permit must be sited in accordance with this MCP.



## 1 Text of restrictions

The matters which are restricted by this MCP are as listed below and must be met irrespective of the siting and design parameters contained in Part 4 in the Regulations. All other parameters apply as contained in Part 4 of the Regulations.

### 1.1 Floor area

For lots 300m<sup>2</sup> in area or greater, the floor area of a dwelling must not be less than 100 square metres (not including the floor area of the garage).

### 1.2 Side setbacks

For lots 300m<sup>2</sup> in area or greater, a dwelling wall, inclusive of garage, must be setback at least 1 metre from one side boundary.

Encroachments into side setbacks are as specified in the Regulations and Scheme.

### 1.3 Design detail

#### 1.3.1 Front façade

A dwelling proposed on a lot, except in an integrated housing development, must not have a front façade that matches or nearly matches the front façade of an existing or approved dwelling that is within four lots of the proposed dwelling lot. The four lots include adjoining lots side by side and / or lots directly opposite.

#### 1.3.2 Roofs

For lots 300m<sup>2</sup> in area or greater, a dwelling must have eaves (minimum 450 millimetres wide) over all external walls (except where built on the boundary) generally visible from a street or public open space. In lieu of eaves, a parapet wall may be provided with the approval of ID-FLK Amber Development Pty Ltd.

Eaves on the front of a dwelling must return around the side of a dwelling at least 1 metre, except above ground floor level where eaves must return around the entire upper level/s.

#### 1.3.3 Garages

For lots 300m<sup>2</sup> in area or greater:

- a) any lot of a width of 10 metres or less at the lot frontage where access is proposed from the main street frontage must not contain any other garage other than single garage vehicle; and

**AA3446**

19/10/2017 \$94.60 MCP



b) Any garage on a lot must not be constructed less than 5 metres from the road alignment at the front of the lot.

The main street frontage is considered the frontage that allows the most direct access to the front door of the dwelling.

#### **1.4 Driveways**

A driveway must be constructed before the issue of the certificate of occupancy for the dwelling.

#### **1.5 Approval of dwelling design**

The design of a dwelling to be built on any lot on the plan of subdivision must be approved by ID-FLK Amber Development Pty Ltd prior to making formal application for a building permit in accordance with the Design Guidelines.

#### **1.6 Construction of a dwelling**

A dwelling must be constructed and a certificate of occupancy obtained within four years from the date of settlement.

### **2 Notes on this MCP**

- 2.1** Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- 2.2** Buildings must not cover registered easements unless approved by the relevant authority.
- 2.3** ID-FLK Amber Development Pty Ltd provides each lot with a single crossover. Relocation of crossovers is only permitted with prior approval from ID-FLK Amber Development Pty Ltd and Whittlesea City Council. Relocated crossovers must be constructed at the lot owners expense in accordance with Whittlesea City Council specifications and be of the same finish as that originally provided by ID-FLK Amber Development Pty Ltd. The existing crossover must be removed and the verge, kerb and footpath constructed to the same standard as the adjoining verge, kerb and footpath at the expense of the lot owner.

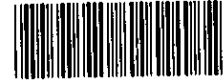
### **3 General definitions**

In this MCP:

- (1) **building permit** means a building permit in terms of the Building Act;
- (2) **Design Guidelines** means the Amber Design Guidelines prepared by ID-FLK Amber Development Pty Ltd, as amended from time to time;

**AA3446**

19/10/2017 \$94.60 MCP



- (3) **dwelling** has the same meaning as in the Scheme;
- (4) **height** has the same meaning as in the Regulations;
- (5) **lot** has the same meaning as in the Building Act;
- (6) **MCP** means this memorandum of common provisions;
- (7) **on the boundary** means a setback of up to 200 millimetres from the lot / property boundary is deemed to be on the boundary;
- (8) **plan of subdivision** means any plan of subdivision that references this MCP;
- (9) **Regulations** means the *Building Regulations 2006* or any subsequent regulations made pursuant to the Building Act which relate the siting of a Building;
- (10) **setback** has the same meaning as in the Regulations;
- (11) **side boundary** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot provided that boundary does not abut a street other than the front street;
- (12) **storey** has the same meaning as in the Scheme;
- (13) **street**, for the purposes of determining street setbacks, means any road other than a footway or carriageway easement.

**Date of issue**  
05/02/2026

**Assessment No.**  
1135342

**Certificate No.**  
180916

**Your reference**  
79532610-015-1

Landata  
GPO Box 527  
MELBOURNE VIC 3001

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

**Property location:** 37 Clapham Avenue WOLLERT 3750

**Description:** LOT: 908 PS: 825839M

**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	\$650,000	\$350,000	\$32,500

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	\$1,536.82
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$112.45
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 05/02/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$2,195.22
<b>Balance of rates &amp; charges due:</b>	<b>\$0.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

---

**Total rates, charges and other monies due** **\$0.00**

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

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.

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Payment can be made using these options.

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 1135342



Phone 1300 301 185  
Ref 1135342



Billers Code 5157  
Ref 1135342

3rd February 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>	37 CLAPHAM AVENUE WOLLERT 3750
<b>Applicant</b>	Melbourne Real Estate Conveyancing C/- InfoTrack ( LANDATA
<b>Information Statement</b>	31008427
<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
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

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	37 CLAPHAM AVENUE WOLLERT 3750
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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.

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

This property is in a mandated recycled water area but recycled water isn't available yet.

We are working towards bringing recycled water to the area and until it is available, we will supply potable water through your recycled water pipes. Any water used through recycled water pipes will be charged at the recycled water usage rate. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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	37 CLAPHAM AVENUE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

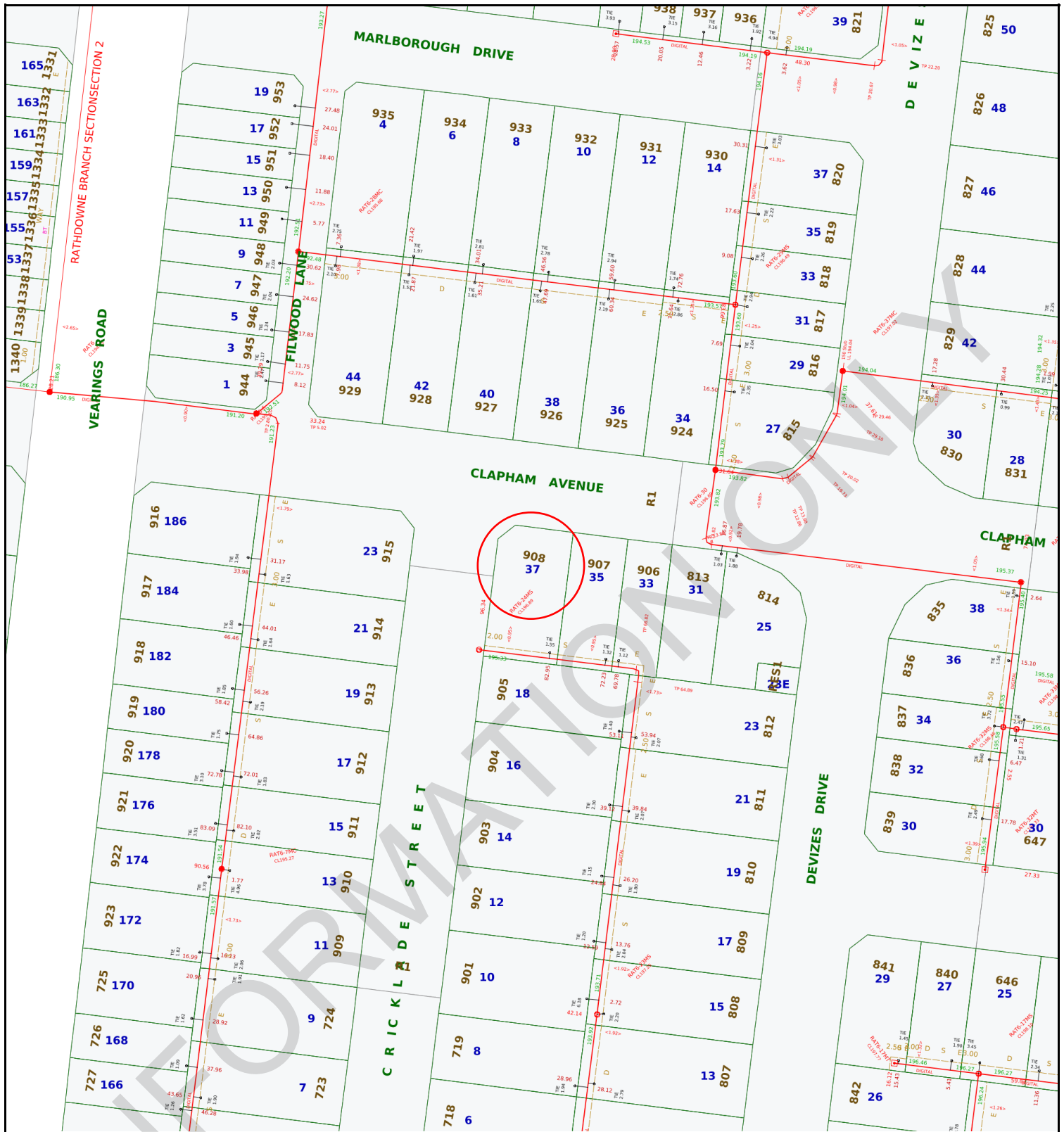
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 31008427**

Address	37 CLAPHAM AVENUE WOLLERT 3750
Date	03/02/2026
Scale	1:1000



ABN 93 066 902 501

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

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;

25th June 2021

**Application ID: 502859**

**CONDITIONS OF CONNECTION**

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

**Approval Detail**

**Water**

**Required Services**

<b>Product</b>	<b>Qty</b>
20mm Recycled Pressure Limiting Valve (PLV)	1
20mm Potable Pressure Limiting Valve (PLV)	1
Recycled Water Audit Fee (Includes GST)	1
New Estate Connect-Combo DW & RW (incl meters w/lock)	1

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
<b>Water &amp; Sewer Connection</b>	1469859

**Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
  - Water Industry Regulations 2006 (Vic);
  - Building Act 1993 (Vic);
  - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

### **WATER**

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the potable water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time

of connection.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the recycled water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

### **METER ASSEMBLIES & POSITIONING**

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website ([www.yvw.com.au](http://www.yvw.com.au)) to ensure the installations meet the required standard.

### **REMOVAL OF WATER METERS**

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

### **DAMAGED OR STOLEN METERS**

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

### **RECYCLED WATER CONDITIONS**

#### **Supplementary Conditions of Connection for Class A Recycled Water**

#### **IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER**

<b>Checklist</b>	<b>√ or X</b>
------------------	---------------

This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	
All pipework to be inspected by YVW <a href="http://www.yvw.com.au/rwinspection">www.yvw.com.au/rwinspection</a>	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("*the Act*") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under *the Act* for breaches of these conditions.**

**Recycled Water Supply**

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

## 1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

- (a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice is not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served
- (b) Discontinuation of supply without notice under Section 168 of *the Act*
- (c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

## 2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

- (a) connection of the property to the Class A recycled water supply system; or
- (b) change in the intended use of Class A recycled water at the property; and/or
- (c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

- (i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and
- (ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email [recycledwater@yvw.com.au](mailto:recycledwater@yvw.com.au).

## 3. Recycled Water Plumbing

### 3.1. Toilet cisterns

- (a) Residential
  - (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.
  - (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.
- (b) Non-Residential
  - (i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.
  - (ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

### 3.2. Rainwater Tanks

- (a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.
- (b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

### 3.3. External Taps – Residential

- (a) An external recycled water tap must be installed to service the **front** of the property:
  - (i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
  - (ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
  - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (b) An external recycled water tap must be installed to service the rear of the property:

- (i) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
  - (ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
- (c) All external recycled water taps must have the following features:
- (i) The whole body of the tap and handle must be coloured purple
  - (ii) Tap to be the jumper valve type
  - (iii) Tap handle must be the removable type
  - (iv) Standard thread on tap outlet for garden hose bib
  - (v) Tap inlet to have 5/8" right hand thread
- (d) An external drinking water tap must installed to service the **front** of the property
- (i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**
  - (ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
  - (iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**
- (f) Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

#### 3.4. External Taps – Non-Residential

- (a) External recycled water taps may be installed to service the front and/or rear areas of the property.

- (b) All external recycled water taps must comply with the features detailed in section 3.3(c).
- (c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:
  - (i) an educational site including but not limited to schools and kindergartens;
  - (ii) a site to which the public have access;
  - (iii) a health care centre; or
  - (iv) a site that is likely to have children present.
- (d) At least one external drinking water tap must be provided to service the property.
- (e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

### 3.5. Laundry Use

- (a) A recycled water washing machine tap must be installed in the laundry.
- (b) All recycled water washing machine tap kits must have the following features:
  - (i) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water from left to right).
  - (ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).
  - (iii) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
  - (iv) 5/8" Male lugged elbow
  - (v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

### 3.6. Irrigation Systems

- (a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
- (b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

- (c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

### 3.7. Regulatory Prohibition Hybrid Signs

- (a) A recycled water regulatory prohibition hybrid sign with the words **"Recycled Water Do Not Drink"** and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

## 4. Uses of Recycled Water

- 4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.
- 4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems (excluding sprinkler systems)	YES (✓)
Toilet / urinal flushing (excluding bidets)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (not for swimming)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (excluding pigs)	YES (✓)
Cooling towers	YES (✓)
Industrial use: <ul style="list-style-type: none"> <li>• Boiler feed water</li> <li>• Process water</li> <li>• Wash-down water</li> <li>• Dust suppression</li> </ul>	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

## 5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

- (a) AS/NZS 3500
- (b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
- (c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

## 6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system ([www.yvw.com.au/rwinspection](http://www.yvw.com.au/rwinspection)). Inspections are mandatory and required at the stages below:

### (a) R1 – All below ground pipework prior to backfilling

- (i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building
- (ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling
- (iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages
- (iv) Irrigation Systems require inspection of all below ground pipework

### (b) R2 – All internal pipework prior to plastering

- (i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

### (c) R3– Commissioning prior to occupancy

- (i) The site must have passed the R1 and R2 inspections before the R3 can be done
- (ii) All tap-ware and plumbing fixtures must be fitted and operational
- (iii) Properties must not be occupied before passing the R3 inspection

- (iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

**For inspection related enquiries:**

**Email: [rwplumbinginspection@yvw.com.au](mailto:rwplumbinginspection@yvw.com.au)**

**Phone: 9872 2518**

- 6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday
- 6.3. R3 inspections require two (2) business days' notice of the required inspection date
- 6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.
- 6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection
- 6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
- 6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time
- 6.8. Safe access to the site must be provided for inspections to take place
- 6.9. Failure to book inspections will result in penalties. Refer Section 1.
- 6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:
  - (a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.
- 6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:
  - (a) Properties using a straight piece will not pass these inspections.
- 6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

## 7. Temporary Cross Connections

- 7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible.
- 7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

## 8. Tappings

- 8.1. The drinking water property service pipe is to be PE pipe and must be water marked.
- 8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:
  - (a) PE pipe must not form any part of the water meter assembly.
- 8.3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.
- 8.4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

## 9. Locking Device

- 9.1. All recycled water meters will be installed with a locking device at the time of the tapping.
- 9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:
  - (a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

## 10. Meter Assemblies & Positioning

- 10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.
- 10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

**10.3. Meters in recycled water areas can only be moved by Yarra Valley Water.**

- (a) An application must be made online via easyACCESS to move the meter/s.
- (b) Yarra Valley Water can move meters up to 600mm from their original tapping location:
  - (i) 20mm and 25mm meters **are moved for free**
  - (ii) 32mm and above incur costs
- (c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.
- (d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the Act*. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

10.4. Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

10.5. Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

- (a) 20mm to 25mm meters – 250mm minimum clearance between meters
- (b) 32mm and above – 150mm minimum clearance between meters
- (c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

**11. Stolen Meters**

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**.

## 12. Owner's Responsibility

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

- (a) Educate children and visitors to the property about the permitted uses of Class A recycled water
- (b) Remove the handle from the recycled water taps when not in use
- (c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

- (a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
- (b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
- (c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

## SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property

Sewerage Plan must be returned within 7 days to Yarra Valley Water [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).  
Photographs of plans are not acceptable.

## **AMENDMENTS**

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

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

## RATES CERTIFICATE

**Account No:** 5313547561  
**Rate Certificate No:** 31008427

**Date of Issue:** 03/02/2026  
**Your Ref:** 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
37 CLAPHAM AVE, WOLLERT VIC 3750	908\PS825839	5221076	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 <i>Step 1 – 35.000000kL x \$3.57240000 = \$125.03</i> Estimated Average Daily Usage \$1.33	08-08-2025 to 10-11-2025	\$125.03	\$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 3.000000kL x \$1.96810000 = \$5.90</i>	08-08-2025 to 10-11-2025	\$5.90	\$0.00
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
<b>Other Charges:</b>			
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:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. 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.
3. 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.

4. 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.

**Recycled water is available at this property**

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit [yvw.com.au/recycled](http://yvw.com.au/recycled).

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.

---

**Property No:** 5221076

**Address:** 37 CLAPHAM AVE, WOLLERT VIC 3750

**Water Information Statement Number:** 31008427

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 53135475619

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

25th June 2021

Renee Moore  
Homebuyers Centre  
care of  
rmoore@homebuyers.com.au

Dear Renee Moore,

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	502676
<b>Property Address</b>	37 CLAPHAM AVENUE WOLLERT 3750
<b>Service Location ID</b>	5221076

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

**Build Over Condition Summary \***

Residential or Habitable Structure

- cannot build over any sewer branch and 600mm horizontal clearance is required

Excavation & Landscaping

- can be undertaken over the sewer main and 600mm horizontal and vertical clearance is required, maximum fill over the sewer main is 1m
- can be undertaken over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required, maximum fill over the sewer branch is 1m

Utility services that are required (Gas, Electricity, Telecommunications) and Property Drains on the property

- 600mm horizontal clearance is required from the sewer main and 150mm vertical clearance when traversing the sewer main at a 90° angle
- 600mm horizontal clearance is required from any sewer branch and 150mm vertical clearance when traversing the sewer at a 90° angle

\* Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro".

Joe Gargaro

Divisional Manager, Development Services

INFORMATION ONLY

## **SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:**

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/ foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
4. Footings/ foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted.
6. Maximum width allowed for eaves is 600mm.

For any excavation and landscaping for a residential property in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D' for this structure.
2. The proposed structure can be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
3. A minimum vertical cover of 600 mm over the property connection branch is required.
4. Maximum fill allowed over property connection branch is 1.0 m
5. Pad footings/ foundations are permitted
6. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that additional load will be placed on the property connection branch by the structure
7. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1000 mm.
8. Driven piles are not permitted.

For any utility services that are required (gas, electricity, telecommunications) and property drains for a residential property in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'K' for this structure.
2. The proposed structure can be built over the property connection branch.

For works adjacent to the property connection branch.

3. Services must maintain a minimum 600 mm horizontal clearance from the edge of the property connection branch.

For works traversing the property connection branch, the following additional conditions apply.

4. Services must maintain a minimum vertical clearance of 150 mm.
5. Services are to traverse the sewer main at a 90 degree angle.
6. No additional load is to be placed on the property connection branch by the services.

For any excavation and landscaping for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Where you need to transverse the sewer main during excavation or landscaping, the following additional conditions apply
8. The maximum fill allowed over the sewer main is 1.0 m.
9. A minimum 600 mm vertical clearance is to be maintained over the sewer main
10. Rockeries and other garden ornamentation are permitted.  
Feature works must be easily relocatable.
11. Below ground ponds are not permitted.
12. The Owner will be responsible for the emptying and refilling of water features. This must comply with the current water restrictions in place.

For any utility services that are required (gas, electricity, telecommunications) and property drains for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'K' for this structure.
2. The proposed structure cannot be built over the sewer asset.

For works adjacent to the sewer main.

3. Services must maintain a minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.

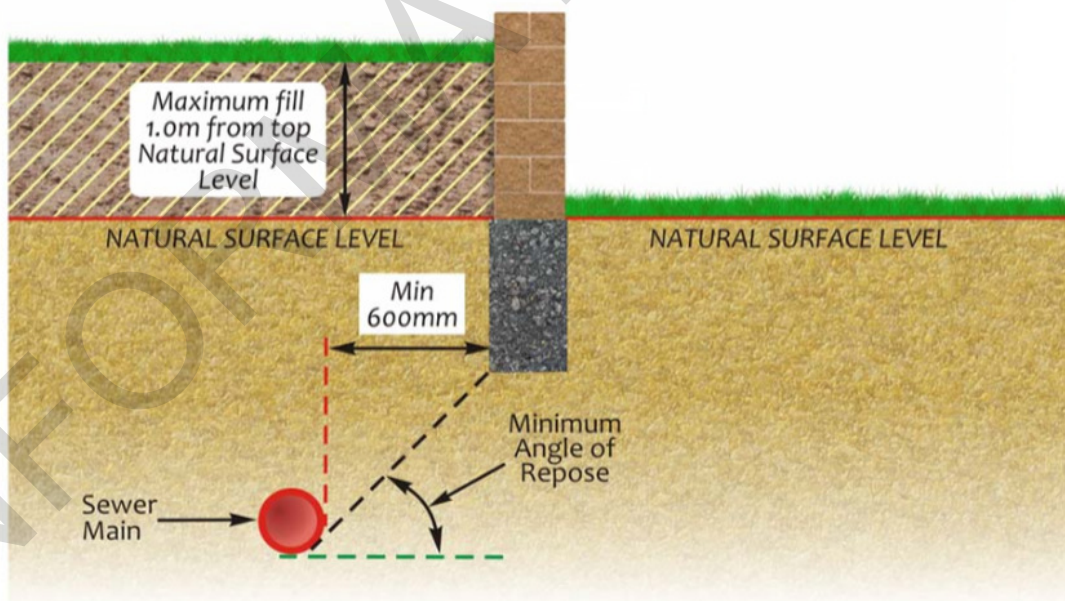
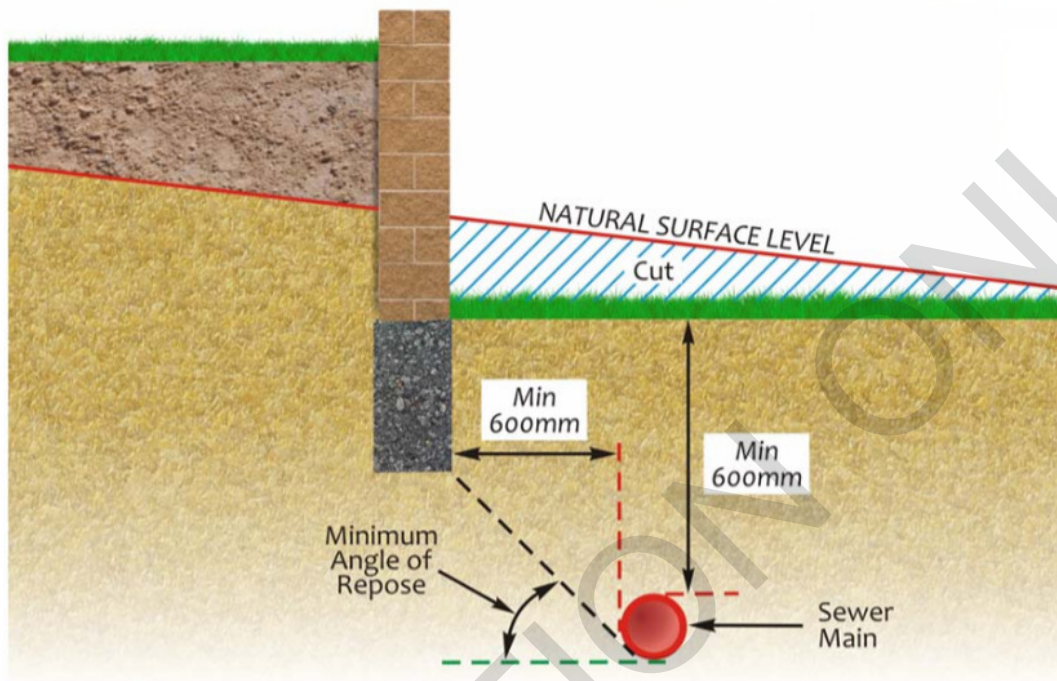
For works traversing the sewer main, the following additional conditions apply.

4. Services must maintain a minimum vertical clearance of 150 mm.
5. Services are to traverse the sewer main at a 90 degree angle.
6. No additional load is to be placed on the sewer main by the services.

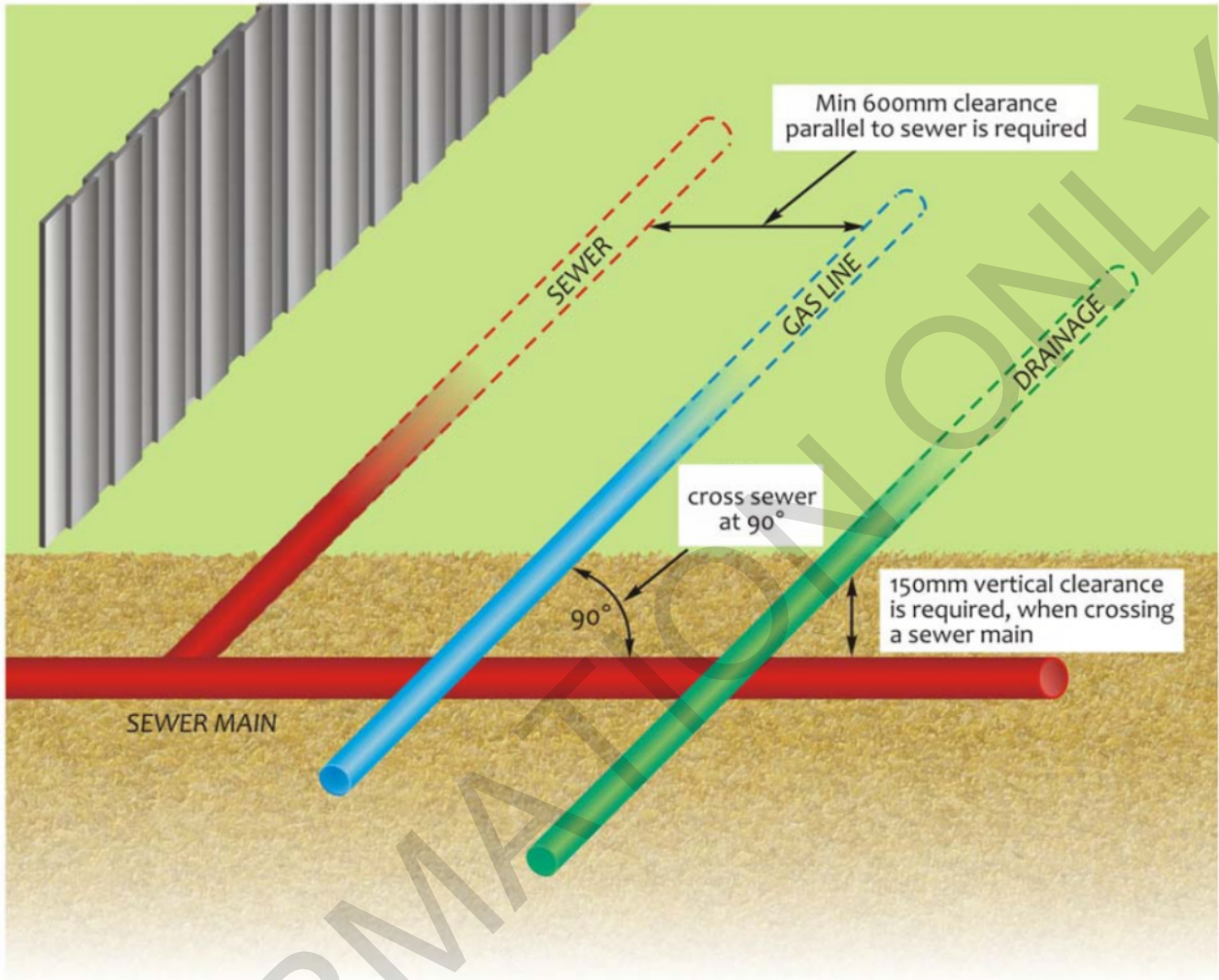
# EXCAVATION - LANDSCAPING

## EXCAVATION - CUT & FILL

ADJACENT TO SEWER



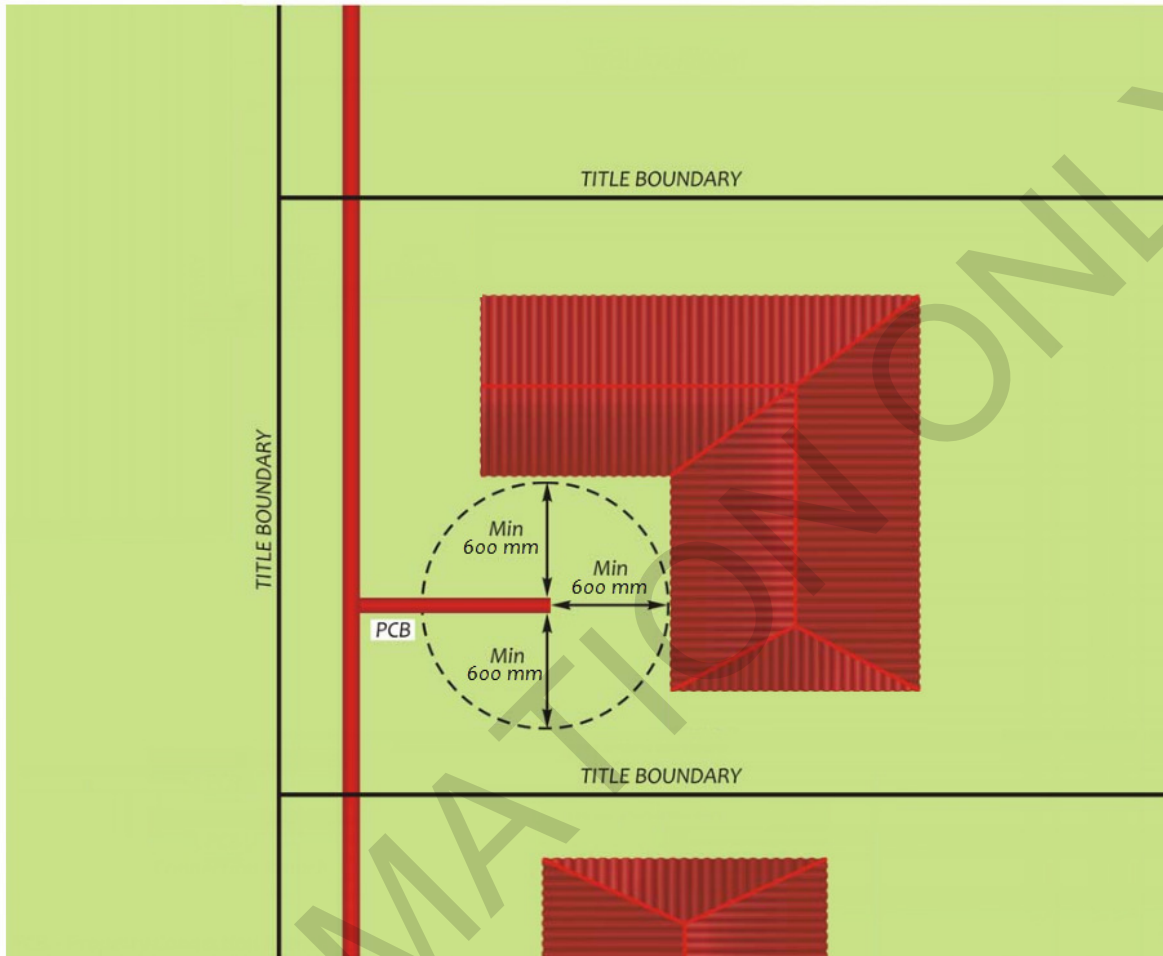
# PRIVATE INTERNAL PLUMBING



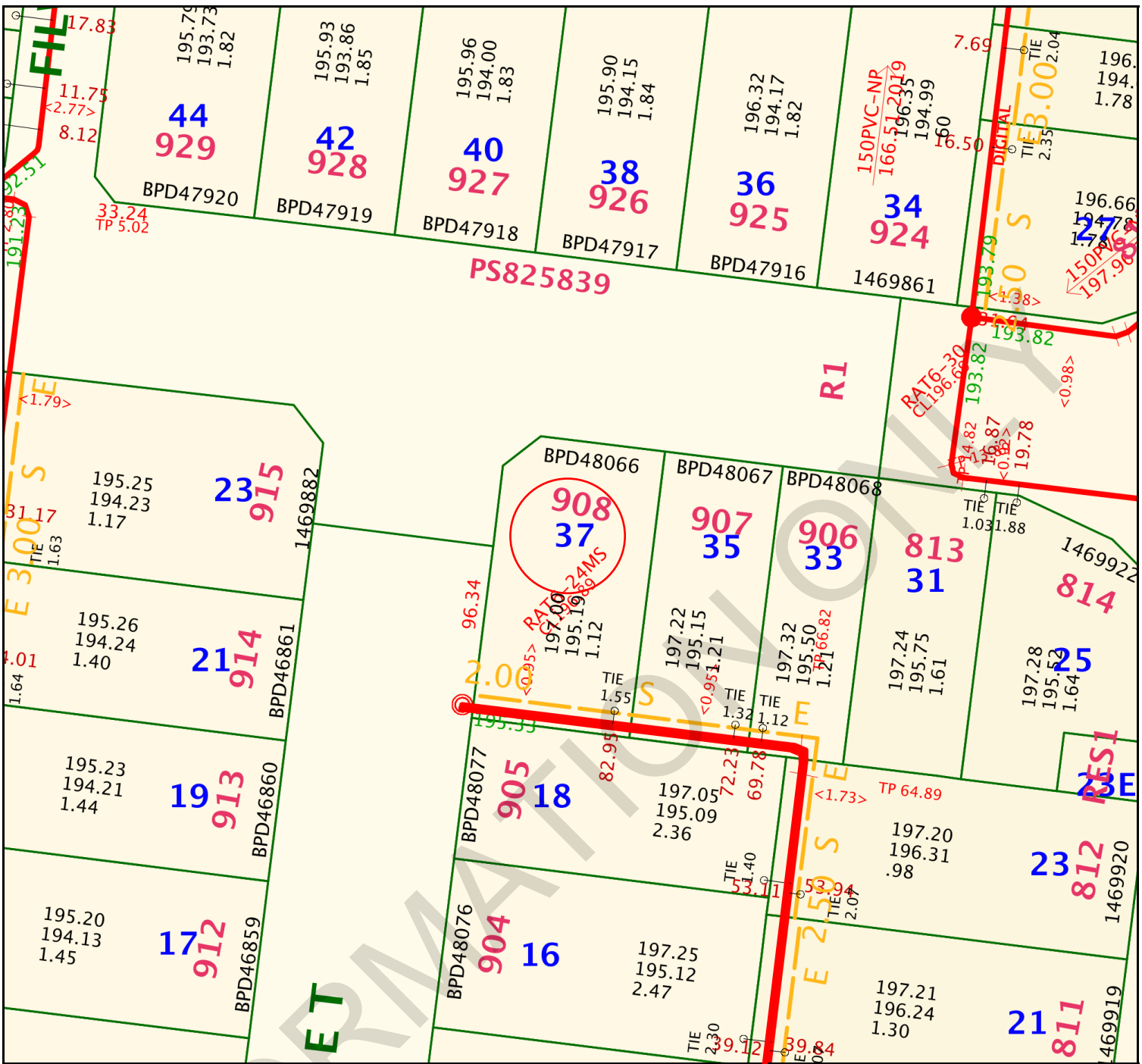
INFORMATION ONLY

# RESIDENTIAL PROPERTY CONNECTION BRANCH

## RESIDENTIAL PROPERTY CONNECTION BRANCH





PCB - Property Connection Branch



**Yarra Valley Water Sewerage Depth Offset Asset Map**

Address: 37 CLAPHAM AVENUE WOLLERT 3750

Date	25/06/2021		
Scale	1:500		

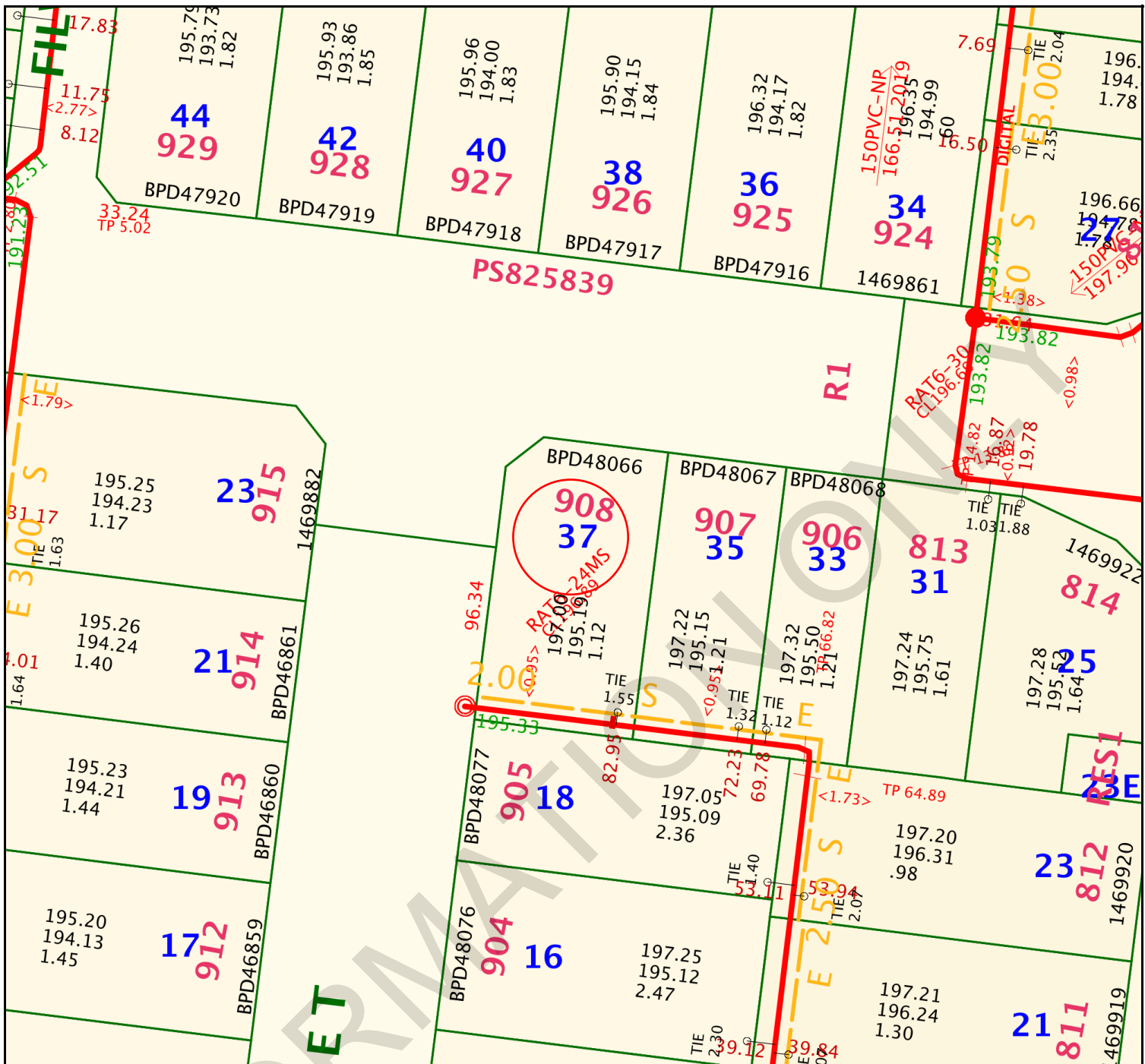
Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Proposed Title		Sewer Branch		Existing Sewer		Circular Manhole		Sewer Offset		Abandoned Sewer		Pump Station	
	Gas Check Manhole		Inspection Shaft		Pipe Junction		Maintenance Shaft		Maintenance Chamber		End of Pipe		Rectangular Manhole		Ventilation

Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UON	CC Re/Un-reinforced
PP_SW	POLYPROPYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS	
<b>Pipe Size:</b>	150
<b>Pipe Material:</b>	PVC-NP
<b>Average Depth (m):</b>	2.55
<b>Branch Length (m):</b>	1.123
Note: Offsets denoted in brackets <> are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.	
<b>YVW Ref:</b> 5221076	



**Yarra Valley Water Sewer Branch Asset Map** Address 37 CLAPHAM AVENUE WOLLERT 3750

Date	25/06/2021
Scale	1:500



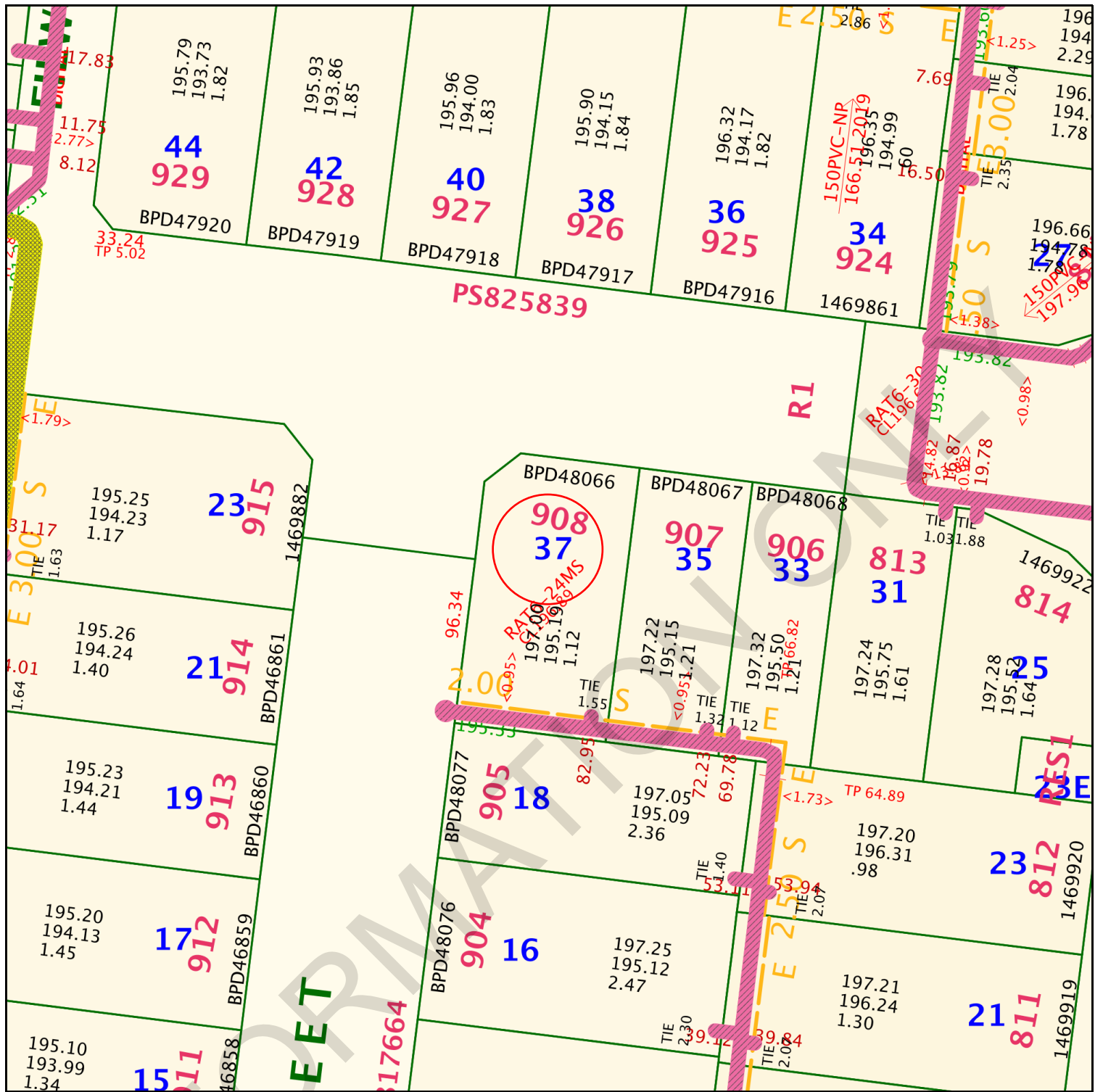
Disclaimer: This Sewer Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.


ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch		Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset		Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON






ASSET DETAILS
<b>Branch Size:</b> 100
<b>Branch Material:</b> PVC-NP
<b>Branch Depth (m):</b> 1.814
<b>Branch Length (m):</b> 1.123
Note: Offsets denoted in brackets <> are from the title boundary to centreline of pipe.
<b>YVW Ref:</b> 5221076



<b>Yarra Valley Water</b> <b>Build Over Plan Reference: Plan B</b> <b>Residence &amp; Habitable Structures</b>	Address	37 CLAPHAM AVENUE WOLLERT 3750	
	Date	25/06/2021	
	Scale	1:500	
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.			 Yarra Valley Water ABN 93 066 902 501

**Yarra Valley Water Application ID: 502676**

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.





## CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

### Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrants that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

# RESPONSIBILITY OF SEWER CONNECTION POINTS

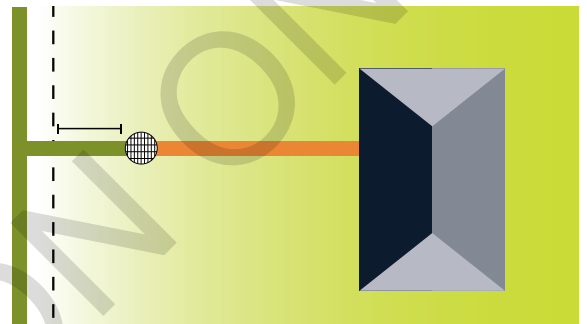


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O.), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

## STAND ALONE RESIDENCE

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

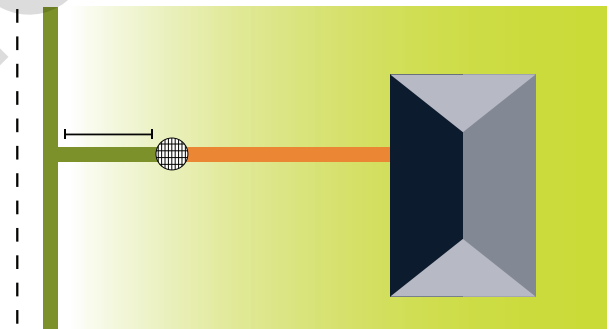
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



## STAND ALONE RESIDENCE

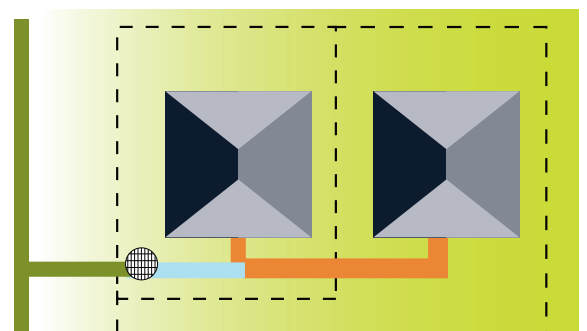
Sewer connection point where the sewer main is **inside** the property.

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



## COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

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



### KEY

- Property owner responsibility
- Combined property owner responsibility
- YVW responsibility
- Boundary of property
- Inspection opening (may be below ground or at surface level)
- Building / structure

# Property Clearance Certificate

## Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference: 26/4261JK

Certificate No: 96811069

Issue Date: 03 FEB 2026

Enquiries: ESYSPROD

Land Address: 37 CLAPHAM AVENUE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48155809	908	825839	12286	996	\$0.00

Vendor: JESSICA LOUISE GEEVE-WHITWELL

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
DR JESSICA LOUISE GEEVE-WHITWELL	2026	\$350,000	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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): \$650,000

SITE VALUE (SV): \$350,000

**CURRENT LAND TAX AND  
VACANT RESIDENTIAL LAND TAX  
CHARGE: \$0.00**

# Notes to Certificate - Land Tax

Certificate No: 96811069

## 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 = \$1,500.00

Taxable Value = \$350,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,500.00

Taxable Value = \$650,000

Calculated as \$650,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 96811069

### 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: 96811069

### 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:	26/4261JK
Certificate No:	96811069
Issue Date:	03 FEB 2026
Enquires:	ESYSPROD

Land Address: 37 CLAPHAM AVENUE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48155809	908	825839	12286	996	\$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:	\$650,000
SITE VALUE:	\$350,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 96811069

## 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:	26/4261JK
Certificate No:	96811069
Issue Date:	03 FEB 2026

**Land Address:** 37 CLAPHAM AVENUE WOLLERT VIC 3750

Lot	Plan	Volume	Folio
908	825839	12286	996

**Vendor:** JESSICA LOUISE GEEVE-WHITWELL

**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

INFORMATION ONLY

# Notes to Certificate - Windfall Gains Tax

Certificate No: 96811069

## 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: 96811062

### 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: 96811062

### 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.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1220624

## APPLICANT'S NAME & ADDRESS

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

DOCKLANDS

## VENDOR

GEEVE-WHITWELL, JESSICA LOUISE

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

396012

This certificate is issued for:

LOT 908 PLAN PS825839 ALSO KNOWN AS 37 CLAPHAM AVENUE WOLLERT  
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 URBAN GROWTH ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>

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)

03 February 2026

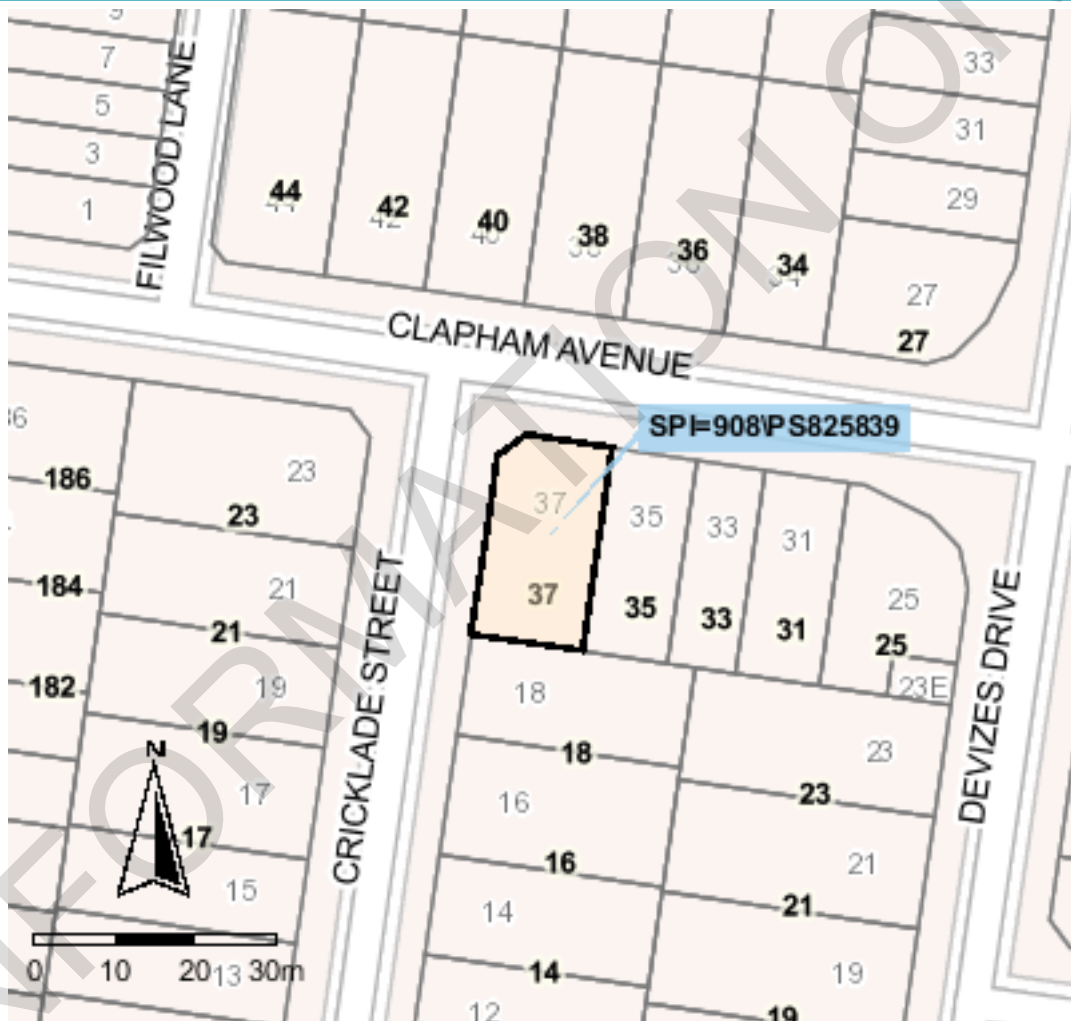
**Sonya Kilkenny**  
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### Why rely on anything less?

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

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

### Privacy Statement

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

## 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 3th February 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®.

37 CLAPHAM AVENUE, WOLLERT 3750  
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: 3th February 2026

# PROPERTY REPORT

Created at 20 February 2026 02:51 PM

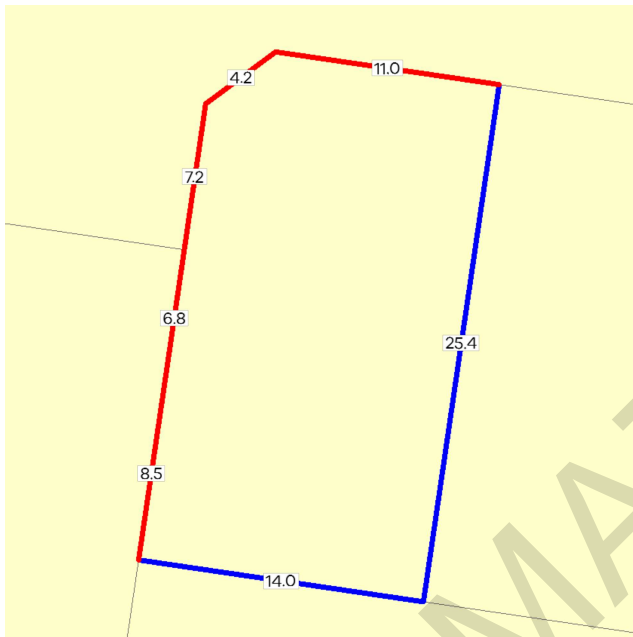
## PROPERTY DETAILS

Address: **37 CLAPHAM AVENUE WOLLERT 3750**  
Lot and Plan Number: **Lot 908 PS825839**  
Standard Parcel Identifier (SPI): **908\PS825839**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1135342**  
Directory Reference: **Melway 388 D8**

[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:** 351 sq. m

**Perimeter:** 77 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](#)

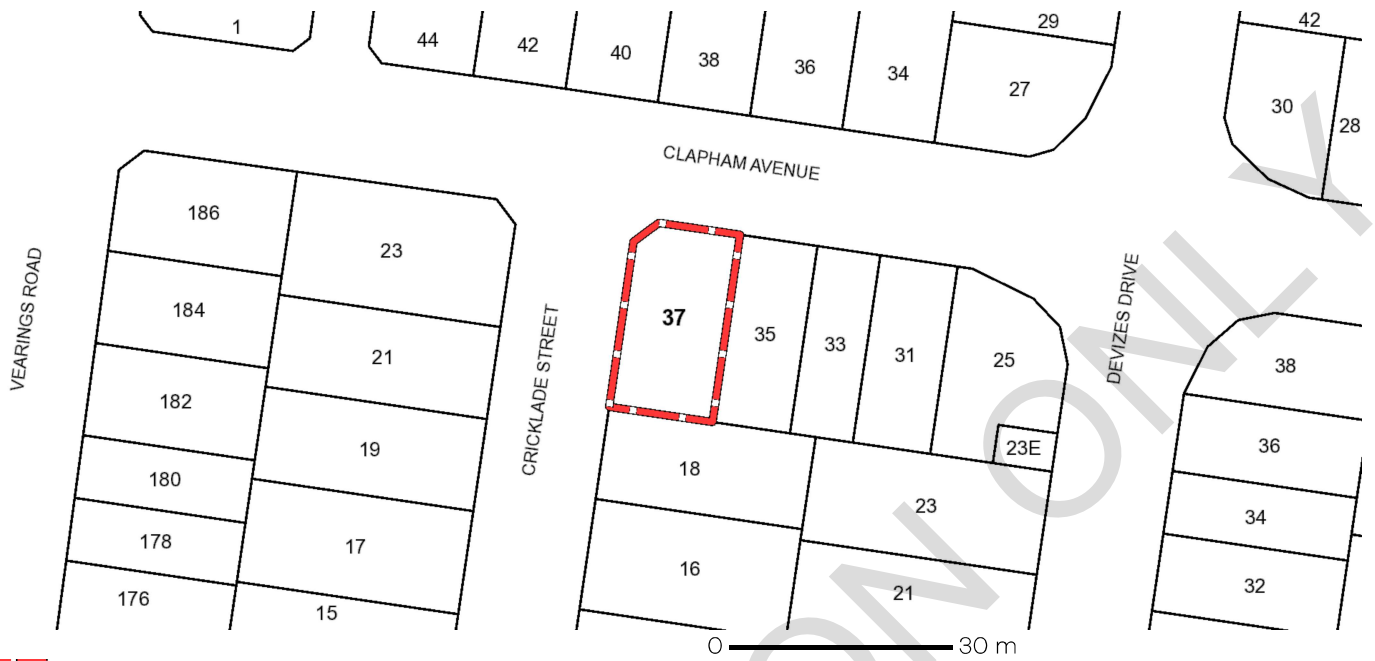
Planning Property Reports can be found via these two links

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

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

# PROPERTY REPORT

## Area Map



Selected Property

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 20 February 2026 02:52 PM

## PROPERTY DETAILS

Address: **37 CLAPHAM AVENUE WOLLERT 3750**  
Lot and Plan Number: **Lot 908 PS825839**  
Standard Parcel Identifier (SPI): **908\PS825839**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1135342**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 388 D8**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

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

[View location in VicPlan](#)

## Note

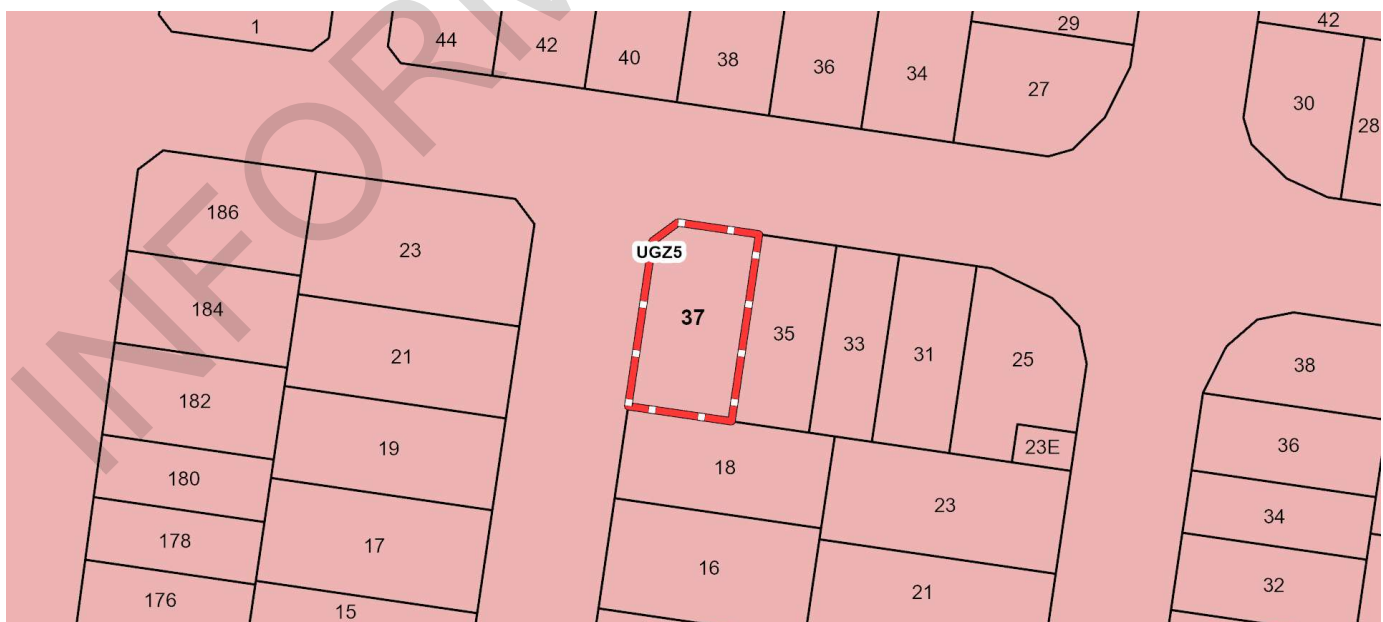
**This land is in an area added to the Urban Growth Boundary after 2005.  
It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

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



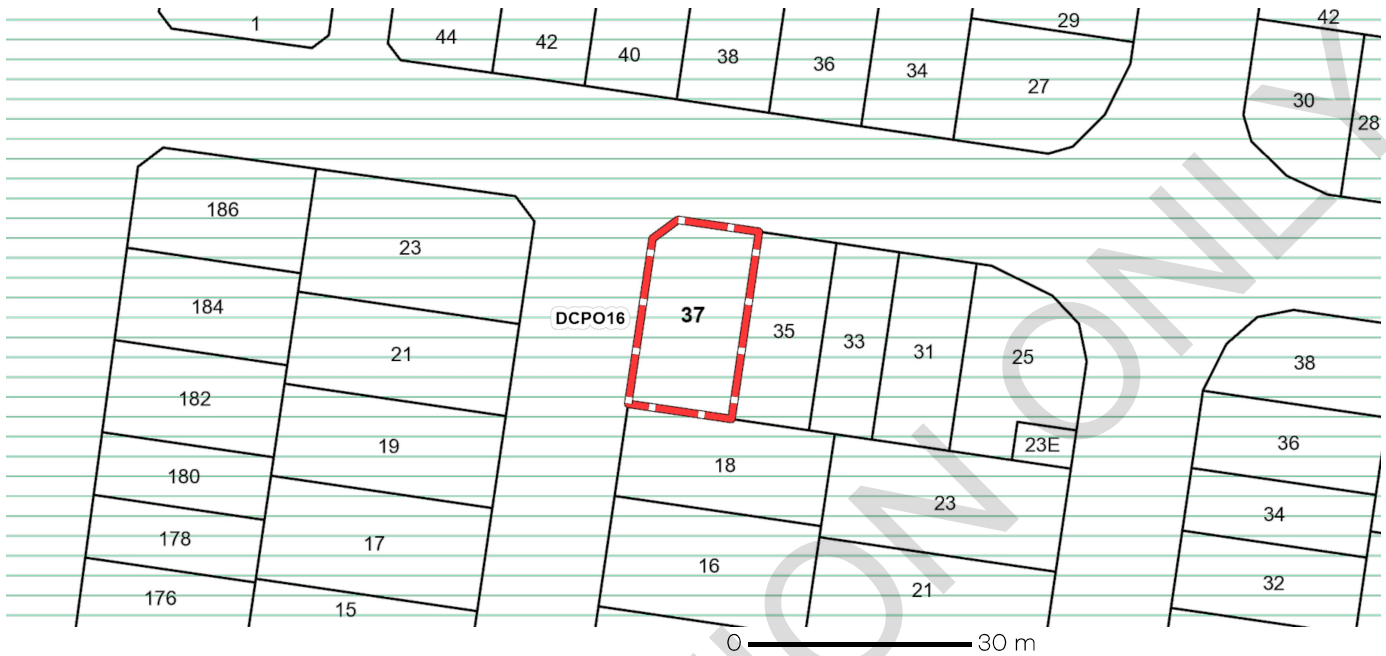
**UGZ - Urban Growth**

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 16 \(DCPO16\)](#)



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

## Growth Area Infrastructure Contribution

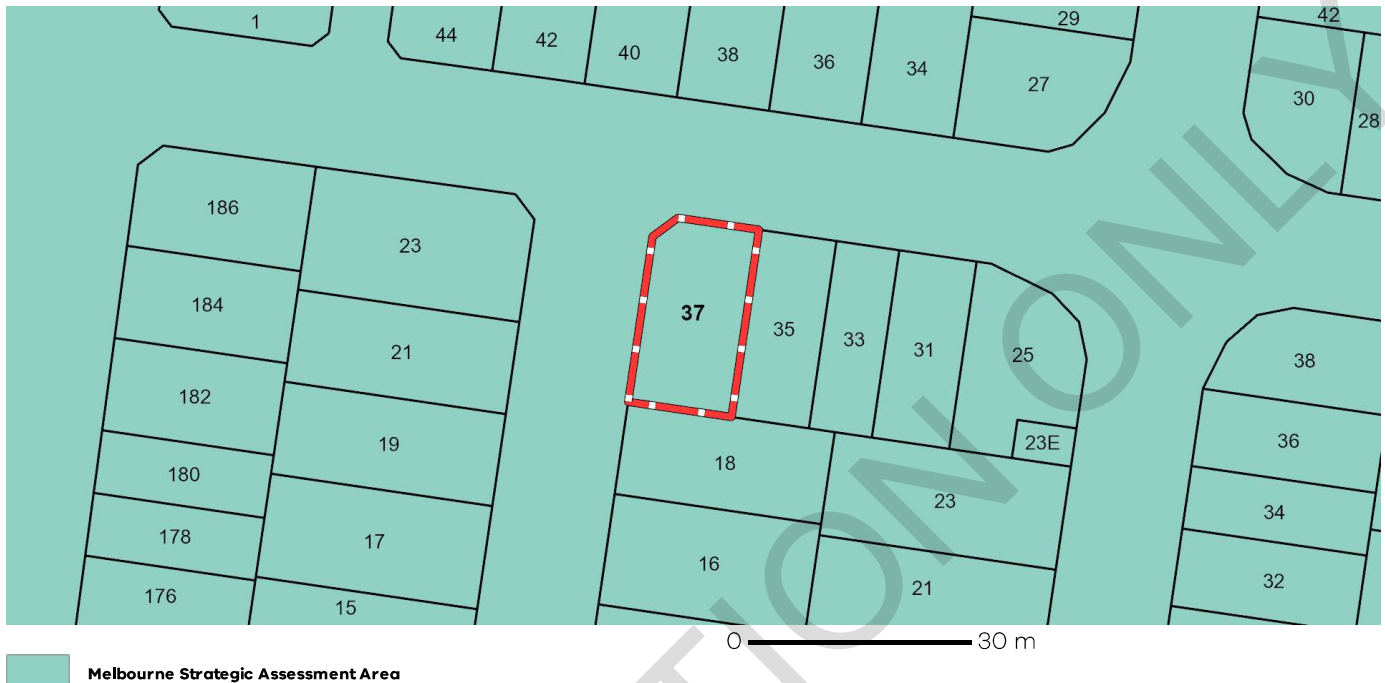
This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](#)



Land added to the UGB since 2005

## Melbourne Strategic Assessment

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



## Further Planning Information

Planning scheme data last updated on 17 February 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/vicplan/> or at the relevant local council.

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

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

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

## Native Vegetation

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

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

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

FORM 2  
Building Act 1993  
Building Regulations 2018  
Regulation 37(1)

**BUILDING PERMIT**  
**8910702642434**

**Issued to**

---

Agent of owner	Homebuyers Centre Victoria
ACN	156 503 310
Postal address	81 Lorimer Street, Docklands VIC 3008
Email	rmoore@homebuyers.com.au
Address for serving or giving documents	81 Lorimer Street, Docklands VIC 3008
Contact person	Renee Moore
Telephone	

**Ownership details**

---

Owner	Jessica Louise Geeve-Whitwell
Postal address	91A Hoffmans Road, NIDDRIE VIC 3042
Email	jghouses@icloud.com
Contact person	Jessica Louise Geeve-Whitwell
Telephone	+61424575100

**Property details**

---

Lot	908
Number	37
Street/road	Clapham Avenue
City/suburb/town	WOLLERT
Postcode	3750
LP/PS	PS825839
Volume	12286
Folio	996
Crown allotment	Not applicable
Section	Not applicable
Parish	Not applicable
County	Not applicable
Municipal district	WHITTLESEA CITY

## Builder

Name	ABN GROUP (VIC) PTY LTD
ACN	130 382 188
Building practitioner registration number	CDB-U 49215
Postal address	Lorimer Street 81, DOCKLANDS VIC 3008
Telephone	+61396744500

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

## Natural person for service of directions, notices and orders

Name	Dale Andrew Alcock
Postal address	Lorimer Street 81, DOCKLANDS VIC 3008
Telephone	+61396744500

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

Name	ABN GROUP (VIC) PTY LTD
Category/class	Domestic Builder Unlimited
Registration number	CDB-U 49215

Name	Stuart McLennan
Category/class	Building Surveyor Unlimited
Registration number	BS-U 1577

Name	Robert W Van Heusden
Category/class	
Registration number	PE0003240

## Details of domestic building work insurance

Name of builder	ABN GROUP (VIC) PTY LTD
Name of issuer or provider	HIA Insurance Services Pty Ltd
Policy number	C615859
Policy cover	\$238,127.00

## Nature of building work

Construction type	new building
Storeys contained	1
Version of BCA applicable to permit	2019 Amendment 1
Stage of building work permitted	0
Cost of building work	\$238,127.00
Total floor area of new building work in m <sup>2</sup>	175 m <sup>2</sup>

## Building classification

Part of building	Single Storey Dwelling and Garage
BCA classification	1a(a), 10a

## Performance solution

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

Relevant performance requirement	Details of performance solution
P2.2.2 Weatherproofing	To allow the masonry veneer wall cavity to be reduced to 5mm adjacent services, penetrations, fixtures and other wall installations. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.
P2.2.2 Weatherproofing, P2.2.3 Rising damp	To allow damp-proof course/flashing to be installed up to 20mm from the outside face of the mortar used in the construction of the masonry veneer wall. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21-2 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.
P2.2.1 Rainwater management, P2.2.2 Weatherproofing, P2.2.3 Rising damp	To allow the damp-proof course/flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the outdoor living area (alfresco) protected by a roof overhang. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21-5 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.
P2.1.1 Structural stability and resistance, P2.2.2 Weatherproofing	To allow the nominal mortar mix to be 1 part cement, 1 part lime and 10 parts sand. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21-4 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.

P2.2.2 Weatherproofing	To allow the brick veneer wall flashing system for aluminium framed windows and doors to be installed as follows: a) To allow the omission of head flashings above wall openings where the depth of masonry is not more than four brick courses; b) To allow the omission of sill flashings in ground floor wall openings; and c) To allow the omission of sill flashings to second floor wall openings, provided there is a perimeter flashing around the entire building at first floor level or head flashings are installed to all wall openings on the ground floor. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21-3 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.
P2.2.1 Rainwater management, P2.2.2 Weatherproofing, P2.2.3 Rising damp	To allow the front entry porch and outdoor living areas (alfresco) damp-proof course/flashing to be installed not more than 50 mm above the internal floor level of the building, where the masonry veneer wall is protected with a roof. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21-1 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.
P2.6.1 Building	To allow a dual reticulation water system in lieu of a rainwater tank connected to all sanitary flushing systems. Performance solution based on Expert Judgement and Comparison with the Deemed-to-Satisfy Provisions referred to in the builder's assessment.

### Prescribed reporting authorities

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

Reporting authority	Matter reported on or consented to	Regulation number
Council	The location of the point of discharge from the allotment either within the allotment or at the allotment boundary	133(2) Building Regulations 2018
WaterAuthority	Building over an easement vested in a service authority	130(1) Building Regulations 2018

### Protection work

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

## Inspection requirements

The mandatory notification stages required under sections 34 and 35 of the **Building Act 1993** are:

Building part	Inspections
Single Storey Dwelling and Garage	<ul style="list-style-type: none"><li>• <b>piers</b>: before pouring a footing or in situ reinforced concrete member</li><li>• <b>pre slab</b>: before placing a footing</li><li>• <b>steel</b>: before pouring a footing or in situ reinforced concrete member</li><li>• <b>frame</b>: on completion of the framework</li><li>• <b>final</b>: on completion of all building work</li></ul>

## Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

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

## Commencement and completion

This building work must commence by **13 August 2022**.

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

This building work must be completed by **13 August 2023**.

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

## Conditions

This permit is subject to the following conditions:

Description	Performance or information required
General	The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor.
Encroachment	There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
Title	The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.

Waterproofing — internal wet areas	Prior to or with an application for an occupancy permit, the builder must provide a waterproofing certificate satisfactory to the relevant building surveyor, including any manufacturer's details and warranties and proprietary systems used, that all wet areas have been waterproofed in accordance with AS3740–2010 Waterproofing of domestic wet areas.
Glazing	Prior to or with an application for an occupancy permit, the builder must provide a certificate of compliance satisfactory to the relevant building surveyor indicating that the glass has been installed in accordance with the endorsed drawings and specifications and AS1288 Set–2006 Glass in buildings Set or AS2047–2014 Windows and external glazed doors in buildings, and if the property is in a designated bushfire-prone area, AS3959–2018 Construction of buildings in bushfire-prone areas, in respect of all glazing, including balustrading, doors, windows and screens.
Electrical certificates	Prior to or with an application for an occupancy permit, the builder must provide a certificate of electrical safety satisfactory to the relevant building surveyor for prescribed electrical installations or non-prescribed electrical installations, as applicable.
Plumbing certificates	Prior to or with an application for an occupancy permit, the builder must provide plumbing compliance certificates satisfactory to the relevant building surveyor for all applicable plumbing work (including referring any performance solutions used) as follows: <ul style="list-style-type: none"> <li>• roof plumbing</li> <li>• sanitary plumbing</li> <li>• drainage (below ground sewer)</li> <li>• drainage (below ground stormwater)</li> <li>• cold water plumbing</li> <li>• hot water plumbing</li> <li>• gasfitting</li> </ul>
Frame inspection documentation — roof trusses	Prior to booking a frame inspection, the builder must provide roof truss computations, certification and layouts satisfactory to the relevant building surveyor.
Frame inspection documentation — wall framing	Prior to booking a frame inspection, the builder must provide wall framing computations, certification and layouts satisfactory to the relevant building surveyor.
Frame inspection documentation — bracing	Prior to booking a frame inspection, the builder must provide bracing computations, certification and layouts satisfactory to the relevant building surveyor.
Energy efficiency	Prior to or with an application for an occupancy permit, the builder must provide an energy rating certificate or statement satisfactory to the relevant building surveyor verifying that all requirements of the energy rating measures have been installed in accordance with the endorsed documents and the Building Code of Australia.
Plumbing certificates — grey or recycled water	Prior to or with an application for an occupancy permit, the builder must provide plumbing compliance certificates satisfactory to the relevant building surveyor for grey or recycled water plumbing work.


Section 10(2) Building Act 1993 exemption for A2.2(4) of NCC 2019 Amendment 1

The relevant building surveyor is satisfied, and has certified in writing, that substantial progress was made on the design of the building prior to the commencement of provision A2.2(4) in the National Construction Code 2019 Amendment 1 on 1 July 2021. Accordingly, provision A2.2(4) of the National Construction Code 2019 Amendment 1 does not apply to the carrying out of the building work as specified in that certification.

### Relevant building surveyor

Name	Group Four Building Surveyors Pty Ltd
ACN	158 953 425
Address	Level 4, 10 Nexus Court, Mulgrave VIC 3170
Email	enquiries@groupfour.com.au
Building practitioner registration number	CBS-U 58099

### Designated building surveyor

Name	Ian Yichun Wang
Building practitioner registration number	BS-L 61447
Permit number	8910702642434
Date of issue of permit	13 August 2021
Signature	

 <b>GROUP FOUR</b>	<b>Building Act 1993</b> <b>Section 10(2)</b>
<b>BUILDING SURVEYORS</b> <b>BUILDING PERMIT</b>	
<b>Certification of design substantially progressed prior to the introduction of provision A2.2(4) in the National Construction Code 2019 Amendment 1 on 1 July 2021</b>	
Issued by Provision Building Surveyors Pty Ltd (BSPL) 59049 Designated Building Surveyor: Ian Yichun Wang (BS-L 61447) Issued on 13/08/2021	

**Property details**

Number: Street/road Clapham Avenue City/suburb/town: Wollert  
 Lot/s: 908 LP/PS: Volume: Folio:  
 Crown allotment: Section: Parish: County:  
 Municipal District:

**Request**

Dr. Jessica Louise Geeve-Whitwell

I, ....., owner(s) of the abovementioned property hereby request the relevant building surveyor to consider section 10(2) of the *Building Act 1993* in respect of the design of the building in respect of the abovementioned property (allotment) on the basis that substantial progress was made on that design prior to the commencement of provision A2.2(4) in the National Construction Code 2019 Amendment 1 (which forms part of the *Building Regulations 2018* by virtue of regulation 10) on 1 July 2021 as evidenced by the fact that:

- the contract to have the building of that design constructed on the allotment was signed prior to 1 July 2021; or
- a deposit was paid for the construction of the building of that design on the allotment prior to 1 July 2021; or
- other.....

**Supporting documents to be considered: (list all documents)**

I attach the relevant supporting documentation for consideration as follows:

- .....
- .....

Signature of owner(s):..... *Dr. Jessica Louise Geeve-Whitwell*

11-Aug-2021

Date: .....

**Consideration**

Under section 10(2) of the *Building Act 1993* and the Minister's Guideline MG/13 issued on June 2016, the relevant building surveyor may certify in writing that substantial progress was made on the design of a building before a building regulation or amendment commences if satisfied of that fact in respect of the design of a building of a particular allotment.

In relation to the allotment, we are satisfied that substantial progress was made on the design prior to the commencement of provision A2.2(4) in the National Construction Code 2019 Amendment 1 (which forms part of the *Building Regulations 2018* by virtue of regulation 10) on 1 July 2021 as evidenced by the supporting documents attached.

**Decision**

In consideration of the above matters, the stamping of this document indicates that we are satisfied and hereby certify that substantial progress was made on the design of the building on the allotment and therefore the following provision does not apply to the carrying out of building work:

- Provision A2.2(4) of the National Construction Code 2019 Amendment 1 requiring stakeholders to collaborate and develop an agreed pathway for the design process to follow in respect of performance solutions to produce an acceptable outcome.

**GROUP FOUR**  
**BUILDING SURVEYORS**  
**BUILDING PERMIT**  
 Number: 8910702642434  
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)  
 Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)  
 Issued on 13/08/2021

SURVEY DATE	02/03/2021
CONTOUR INTERVALS	200 mm
LEVELS TO	100.00
SITE AREA	351.66 sqm
BUILDING AREA	175.43 sqm
SITE COVERAGE	49.89%
WIND SPEED	N2
SITE CLASSIFICATION	H2

**MELWAYS REFERENCE**  
 SITE LOCATION MELWAYS REFERENCE: 388 E8

**CAPPED RISERS**  
 CAPPED RISERS TO BE 600mm ABOVE FINISHED LEVEL OF BUILDING PLATFORM AND CONNECTED TO LEGAL POINT OF DISCHARGE.

**DRAINAGE**  
 • SITE DRAINAGE SHALL COMPLY WITH NCC 3.12 'DRAINAGE' AND AS 3500 NATIONAL PLUMBING AND DRAINAGE CODE.  
 • PROVIDE Ø100mm UPVC STORMWATER DRAINS WITH MIN. COVER AND FALL. CONNECT TO POINT OF DISCHARGE. STORMWATER DRAINS HAVE BEEN SHOWN INDICATIVELY  
 • PROVIDE OVERFLOW RELIEF GULLY TO BELOW GARDEN TAP & HWS OVERFLOW OUTLET  
 • PROVIDE GRATED STORMWATER DRAIN BELOW GARDEN TAP  
 • CONNECT ANY GRATED STORMWATER DRAIN TO STORMWATER DRAINS VIA SILT PIT(S) AS NOTATED.  
 • TEMPORARY DOWNPIPES TO BE USED UNTIL CONNECTED TO SW DRAIN  
 • ALL DOWNPIPES TO BE JOINED TO PVC SWD AT BASE OF WEEPHOLES TYPICAL

↓ - GRADE SURFACE AWAY FROM HOUSE FOOTINGS (MINIMUM FALL 1:20)  
 → - CUT TOE OR SWALE DRAIN @ MIN FALL

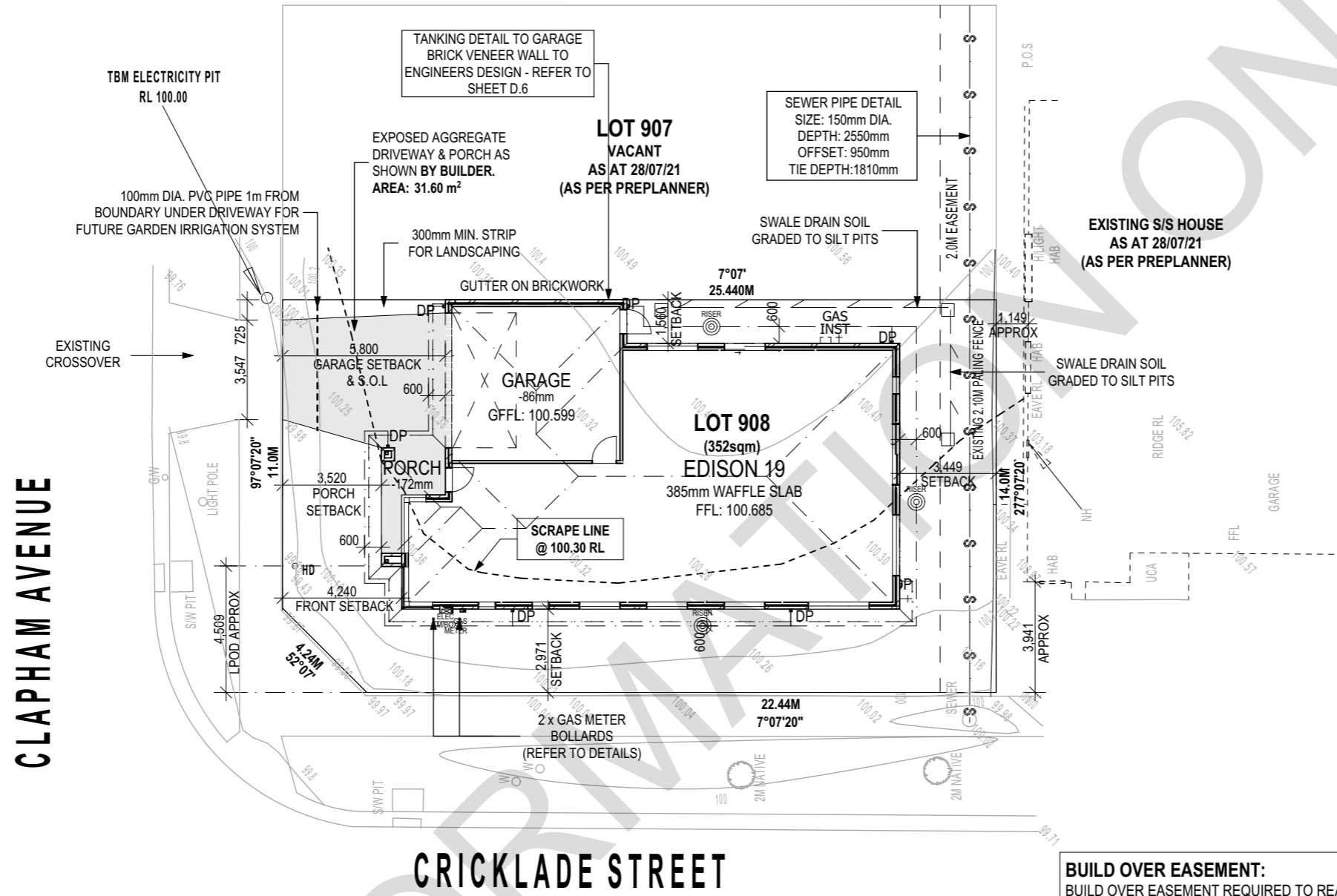
**EXCLUSION ZONE**  
**STORMWATER**  
 •STORMWATER PIPES TO BE INSTALLED 600mm FROM PERIMETER OF BUILDING AND CONNECTED TO LEGAL POINT OF DISCHARGE. A NO GO ZONE IS IN PLACE 150mm EITHER SIDE OF THE STORMWATER PIPES  
**SEWER**  
 •REFER PROPERTY SERVICES DRAINAGE PLAN FOR SEWER MAINS AND BRANCH LOCATION

**NOTE**  
 IT IS THE RESPONSIBILITY OF THE OWNER TO CHECK FOR UNDERGROUND PIPES PRIOR TO ANY EARTHWORKS CONDUCTED AFTER HANDOVER. THE BUILDER WILL NOT BE LIABLE FOR DAMAGE TO EXISTING PIPES BY THE OWNER AFTER HANDOVER.

**NCC GENERAL NOTES:**  
 • PROVIDE A PLIABLE MEMBRANE TO EXTERNAL WALLS INSTALLED IN ACCORDANCE WITH AS4200.1-2  
 • BATHROOM & OTHER SANITARY COMPARTMENT EXHAUST SYSTEMS TO HAVE A MINIMUM FLOW RATE OF 25 L/s IN ACCORDANCE WITH NCC 3.8.7.3 (a) i  
 • KITCHEN & LAUNDRY EXHAUST SYSTEMS TO HAVE A MINIMUM FLOW RATE OF 40 L/s IN ACCORDANCE WITH NCC 3.8.7.3 (b) i & ii  
 • GUTTERS & DOWNPIPES DESIGNED IN ACCORDANCE WITH AS3500.3

**SITE DRAINAGE - SWALE DRAINS**  
 SOIL TO BE GRADED TOWARDS SWALE DRAIN AT MIN 1:20/50MM OVER FIRST 1000MM AWAY FROM DWELLING AS PER AS 2870-2011/ NCC VOLUME 2 3.1.3. GRATED SILT PITS TO BE PROVIDED AT MAX. 6000MM CTS AND CONNECTED TO LEGAL POINT OF DISCHARGE. SILT PITS TO BE LOCATED MIN. 1000MM FROM DWELLING WHERE POSSIBLE. **SITE MANAGERS TO ENSURE SWALE DRAINS REMAIN FORMED & CLEAR OF DEBRIS FOR DURATION OF CONSTRUCTION**

**FIBRE OPTIC NETWORK (OPTICOMM):**  
 BUILDER TO PROVIDE 32mm CONDUIT FROM TELECOMMUNICATIONS PIT IN STREET TO METER BOX IN ACCORDANCE WITH DEVELOPERS GUIDELINES. CLIENT TO ORGANISE CONNECTION.



**BUILD OVER EASEMENT:**  
 BUILD OVER EASEMENT REQUIRED TO REAR EASEMENT.

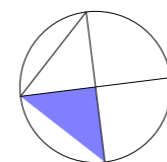
**DEVELOPERS APPROVAL REQUIRED:**  
 DEVELOPERS APPROVAL REQUIRED FROM "ID LAND" AMBER -STAGE 9

**PLUMBING:**  
 PROVIDE INSTANTANEOUS GAS HOT WATER SYSTEM IN LIEU OF STANDARD SOLAR HOT WATER SYSTEM. BUILDING SURVEYOR TO PROCEED WITH PERFORMANCE ASSESSMENT REPORT.

**RECYCLED WATER:**  
 PROVIDE PROVISIONS FOR CLASS 'A' RECYCLED WATER. INCLUDES CLASS 'A' RECYCLED WATER TAPPING, 1 No. PURPLE TAP TO HOUSE & SEPARATE PLUMBING FOR TOILETS & WASHING MACHINE. LOCATION TO BE CONFIRMED BY PLUMBER

**EASEMENT NOTE:**  
 SEWER/ S/WATER PIPE TO REAR EASEMENT HAS BEEN CHECKED AND THERE IS AN EFFECT TO ANGLE OF REPOSE. REFER TO ENGINEERING DRAWINGS FOR ADDITIONAL FOOTING SUPPORT TO OVERCOME ANGLE OF REPOSE EFFECT.

**GENERAL NOTES:**  
 - WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE  
 - WINDOW SIZES AND LOCATIONS ARE NOMINAL AND MAY VARY TO MANUFACTURERS FRAME SIZES  
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CLIENT:  
**J. L. G. WHITWELL**  
 LOT 908 (#37) CLAPHAM AVENUE  
 WOLLERT, VIC 3750

<b>SITE PLAN</b>		JOB No: <b>104977</b>
HOUSE TYPE: <b>EDISON 19</b>	MASTER DRAWING INFO:	SCALE: 1:200
FACADE: <b>VIVA 2.0</b>	DRAWN BY: SJ	REVISION: A
	TYP HEIGHT: 25L	ISSUED: TBC
		DRAWING No: <b>1 OF 8</b>

**Homebuyers Centre**  
 81 LORIMER STREET  
 DOCKLANDS, VIC 3008  
 PH: (03) 9674 4500 FAX: (03) 9674 4501

ID	REVISION	BY	DATE	ID	REVISION	BY	DATE
A	DA PLANS, VO.1	SN	27/05/21				
B	FINAL PLANS	CH	26/07/2021				

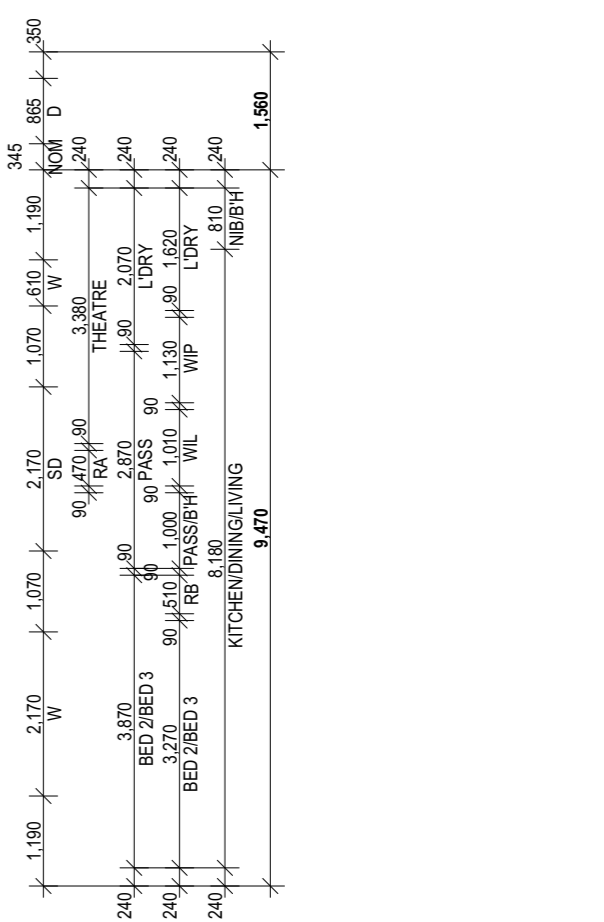
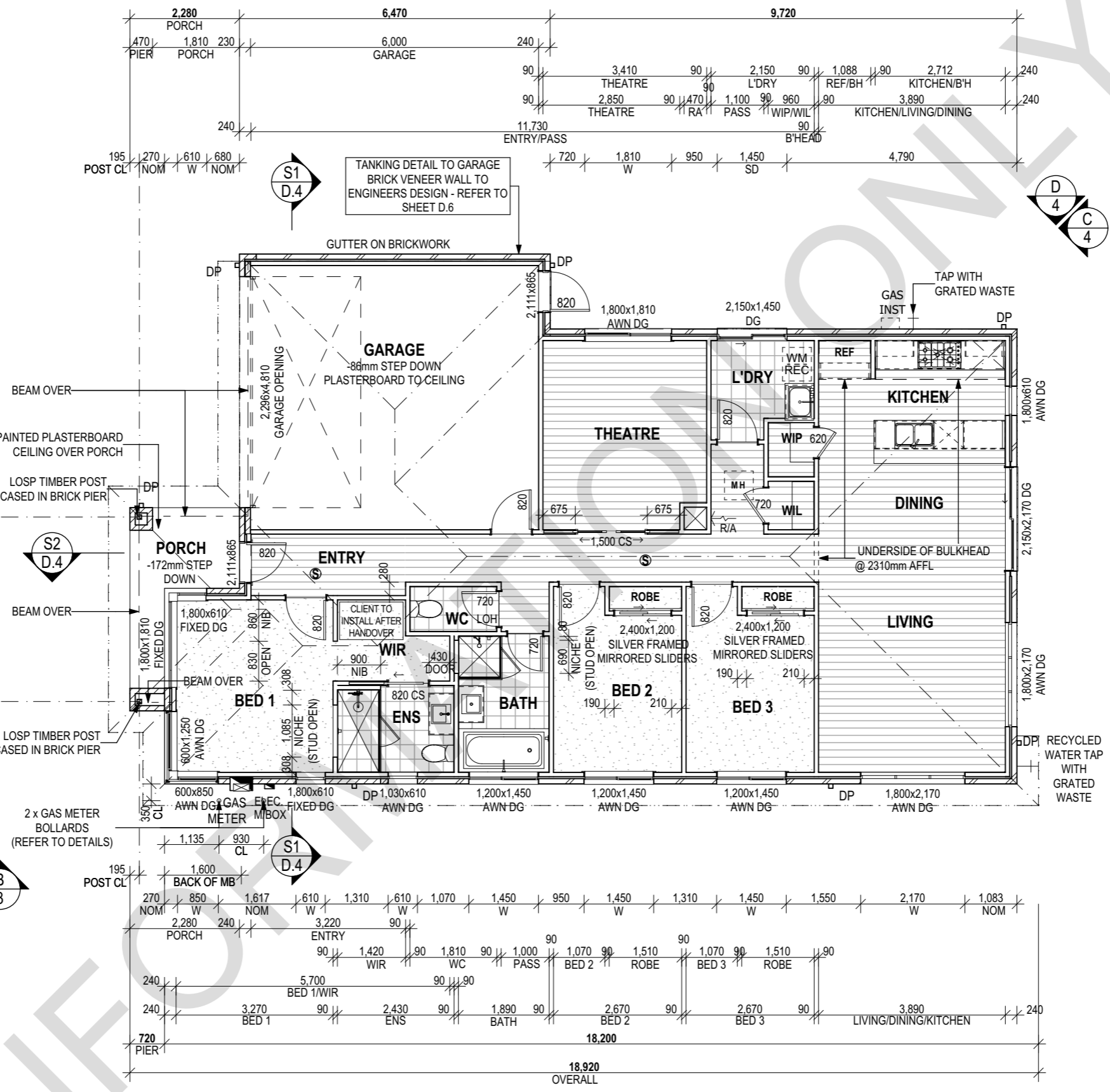
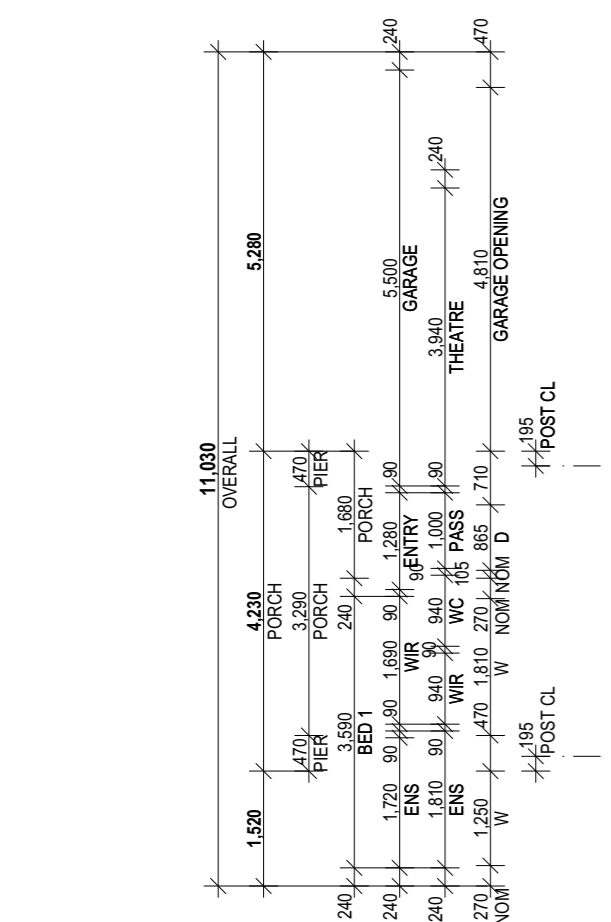
**DIMENSIONS ARE TO STUD FRAME &/OR**

**BRICKWORK GROUP FOUR**  
**172mm SLAB REBATE**  
**BUILDING SURVEYORS**

**RECYCLED WATER: BUILDING PERMIT**  
 PROVIDE PROVISIONS FOR CLASS A RECYCLED WATER. INCLUDE CLASS A RECYCLED WATER TAPPING LINE FROM REPAIR TO HOUSE & SEPARATE PUMPING FOR TOILETS & WASHING MACHINE. LOCATION TO BE CONFIRMED BY PLUMBER

**LEGEND**

- FLOOR TILES
- FLOOR TIMBER
- CARPET
- SMOKE DETECTOR
- LIFT OFF HINGES
- DOUBLE GLAZING



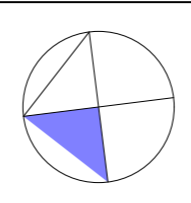
- GENERAL NOTES**
- INTERCONNECTED SMOKE DETECTORS AS PER NCC 3.7.5 - 2019
  - PROVIDE REMOVABLE HINGES TO WC DOORS PER NCC 3.8.3.3
  - TEMP. DOWNPIPES TO BE USED UNTIL CONNECTED TO SW DRAIN
  - GUTTERS & DRAINAGE TO COMPLY WITH AS 3500
  - STAIR TREADS SHALL COMPLY WITH THE SLIP RESISTANT CLASSIFICATION NCC TABLE 3.9.1.3 INDOOR STEPS & 3.9.1.4 OUTDOOR STEPS
  - THESE DRAWINGS TO BE READ IN CONJUNCTION WITH ENGINEER'S DRAWINGS AND SPECIFICATIONS
  - TIMBER ROOF TRUSSES TO MANUFACTURER'S COMPUTATIONS & LAYOUTS.
  - ROOF TRUSSES TO BE PLACED DIRECTLY ON TOP OF EXTERNAL WALL STUDS.
  - ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH A.S. 1684 - 2010 NATIONAL TIMBER FRAMING CODE & OR ENGINEERS STRUCTURAL COMPUTATIONS.
  - WATERPROOFING OF WET AREAS TO COMPLY WITH A.S. 3740 - 2010
  - HINGED DOORS TO BE 135mm FROM CORNER IF SPACE PERMITS, OR 45mm MIN. FROM CORNER. CENTRE DOORS TO PASSAGE.
  - ROBE DOORS TO BE EXTERNALLY CENTRED UNLESS OTHERWISE NOTED
  - WATERPROOFING TO ALL EXTERNAL WET AREAS TO BE IN ACCORDANCE WITH AS 4654.2 CLAUSE 2.8.2.
  - INTERNAL DOOR FROM THE DWELLING TO THE GARAGE TO BE FITTED WITH SEAL TO RESTRICT AIR INFILTRATION IN ACCORDANCE WITH PART 3.12.3.3 OF THE NCC 2019 VOL.2.

HOUSE	SQM	SQR
HOUSE	132.66	
<b>TOTAL FLOOR AREA</b>	<b>132.66</b>	<b>14.28</b>
PORCH	5.67	
GARAGE	37.10	
<b>TOTAL AREA</b>	<b>175.43</b>	<b>18.88</b>

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**GENERAL NOTES:**  
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CLIENT:  
**J. L. G. WHITWELL**  
 LOT 908 (#37) CLAPHAM AVENUE  
 WOLLERT, VIC 3750

**FLOOR PLAN**  
 HOUSE TYPE:  
**EDISON 19**  
 FACADE:  
**VIVA 2.0**

MASTER DRAWING INFO:  
 SCALE: 1:100  
 DRAWN BY: SJ  
 REVISION: A  
 TYP HEIGHT: 25L  
 ISSUED: TBC

JOB No:  
**104977**  
 DRAWING No:  
**2 OF 8**

**ELEVATION NOTES**

- ALL GLAZING TO COMPLY WITH AS 1288 - 2006 GLASS IN BUILDINGS, & WITH AS 4055 - 2012 FOR WINDLOADING.
- ALL WINDOWS AND EXTERNAL GLAZED DOORS IN BUILDINGS TO COMPLY WITH AS 2047 - 2012.
- WINDOW HEAD HEIGHT DIMENSIONS ARE NOMINAL AND TO BE TAKEN TO THE NEAREST BRICK COURSE.
- REFER TO ENGINEER'S DRAWINGS FOR WINDOW SIZES.
- ALL DRAWINGS TO BE READ IN CONJUNCTION WITH STRUCTURAL ENGINEER'S DRAWINGS & COMPUTATIONS.
- ALL DOWNPIPES TO BE JOINED TO PVC SMD AT BASE OF WEATHER TYPICAL

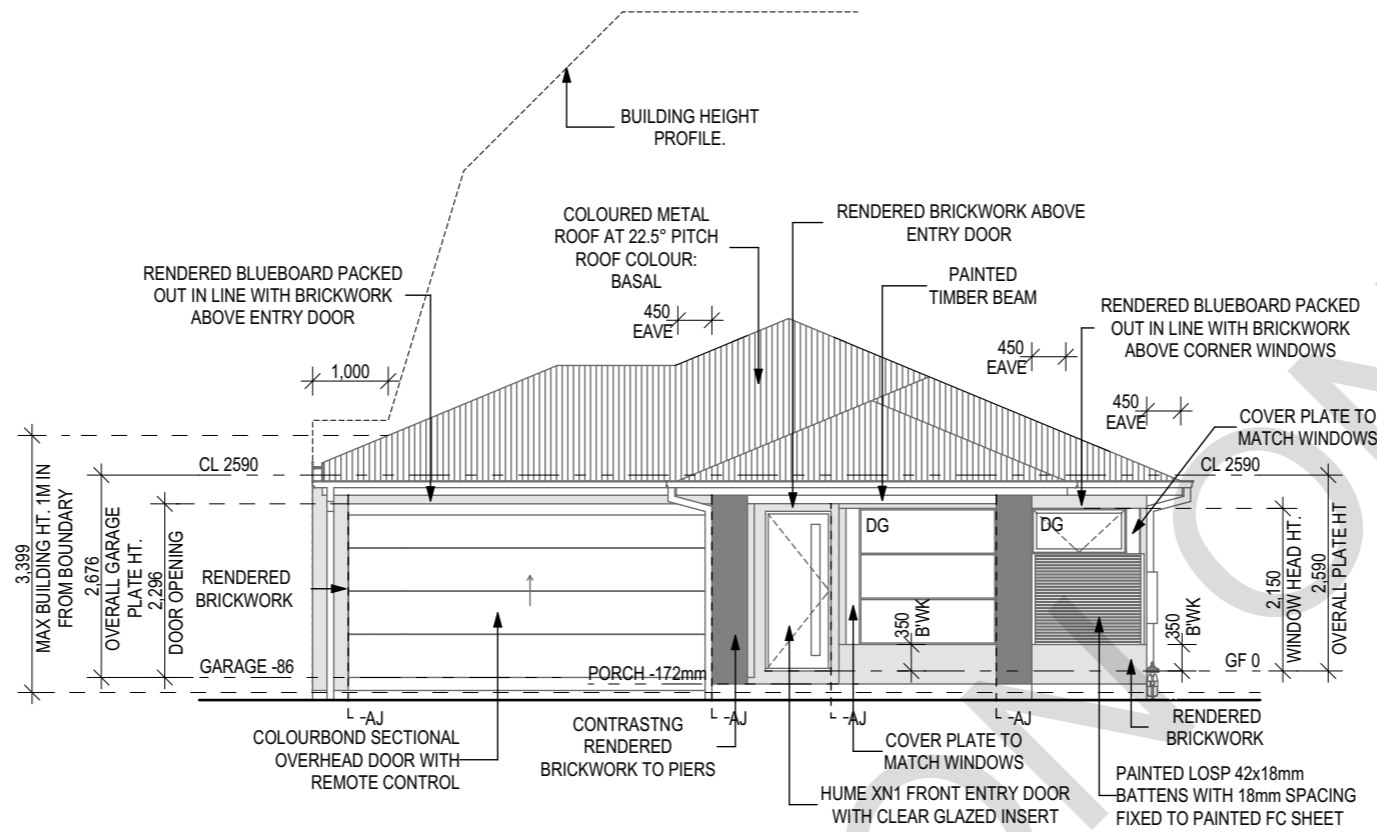
**LEGEND**

- RENDER - MAIN
- CONTRAST RENDER
- DG DENOTES DOUBLE GLAZING

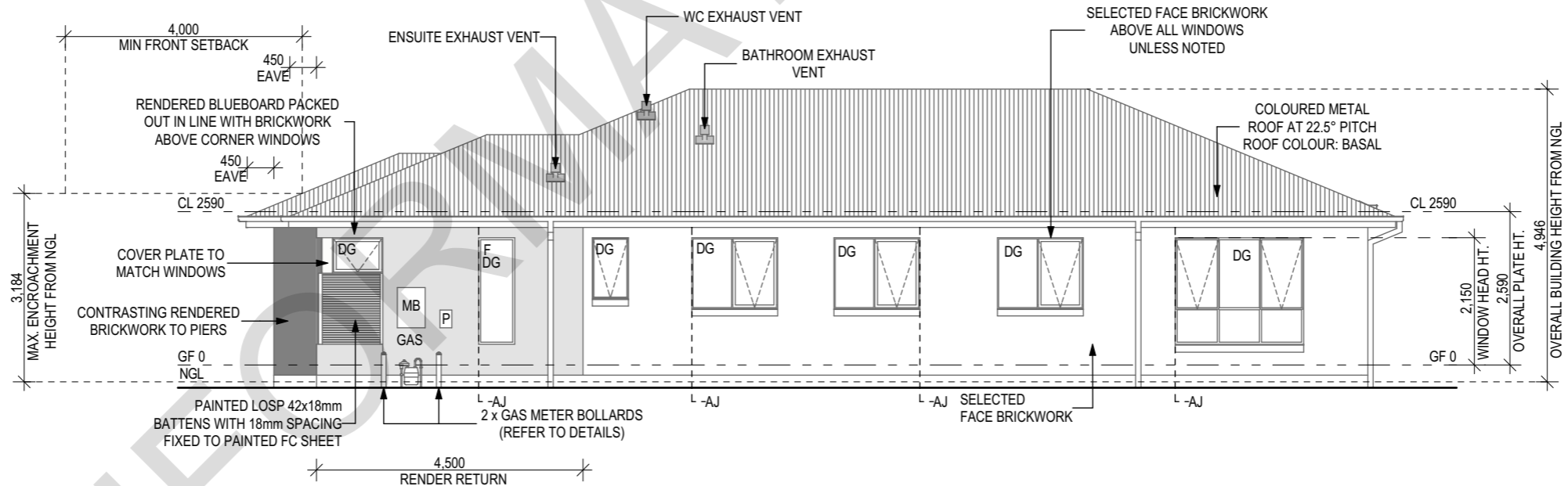
PROVIDE FLYSCREENS WITH BLACK NYLON MESH AND ALUMINIUM FRAME TO ALL OPENABLE AWNING AND SLIDING WINDOWS.

PROVIDE FLYDOORS WITH BLACK NYLON MESH AND ALUMINIUM FRAME WITH CATCH (NO LOCK) TO ALUMINIUM SLIDING DOORS.

FACADE TREATMENT (TOTAL AREA = 8.15m <sup>2</sup> )		
	m <sup>2</sup>	%
RENDERED BRICKWORK	4.02m <sup>2</sup>	49.33%
CONTRASTING RENDERED BRICKWORK	2.35m <sup>2</sup>	28.83%
TOTAL=6.37m <sup>2</sup>		TOTAL=78.16%
CLADDING	1.78m <sup>2</sup>	21.84%



**A - FRONT ELEVATION 1:100**



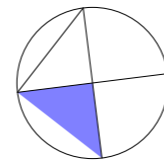
**B - SIDE ELEVATION 1:100**



81 LORIMER STREET  
DOCKLANDS, VIC 3008  
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**GENERAL NOTES:**  
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 WOLLERT, VIC 3750

**ELEVATION A & B**

HOUSE TYPE: <b>EDISON 19</b>	MASTER DRAWING INFO:	SCALE: 1:100
FACADE: <b>VIVA 2.0</b>	DRAWN BY: SJ	REVISION: A
	TYP HEIGHT: 25L	ISSUED: TBC
		DRAWING No: <b>3 OF 8</b>

JOB No:  
**104977**

**ELEVATION NOTES**

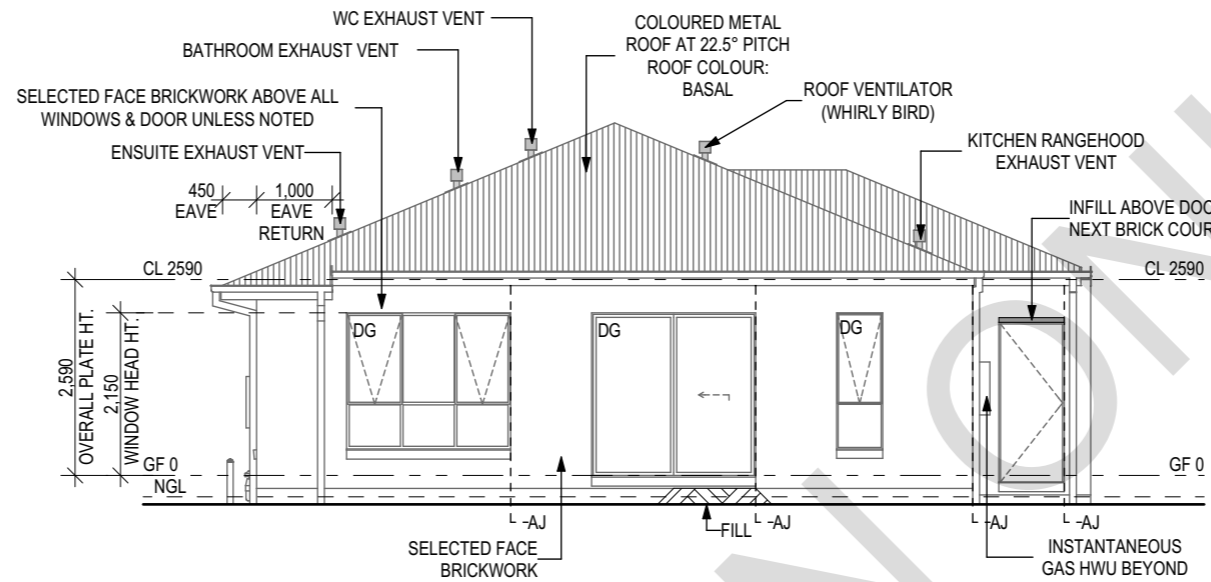
- ALL GLAZING TO COMPLY WITH AS 1288 - 2006 GLASS IN BUILDINGS, & WITH AS 4055 - 2012 FOR WINDLOADING.
- ALL WINDOWS AND EXTERNAL GLAZED DOORS IN BUILDINGS TO COMPLY WITH AS 2047 - 2012.
- WINDOW HEAD HEIGHT DIMENSIONS ARE NOMINAL AND TO BE TAKEN TO THE NEAREST BRICK COURSE.
- REFER TO ENGINEER'S DRAWING FOR TYPICAL DETAILS.
- ALL DRAWINGS TO BE READ IN CONJUNCTION WITH STRUCTURAL ENGINEER'S DRAWINGS & COMPUTATIONS.
- ALL DOWNPIPES TO BE JOINED TO PVC SWD AT BASE OF WEATHER TYPICAL.

**LEGEND**

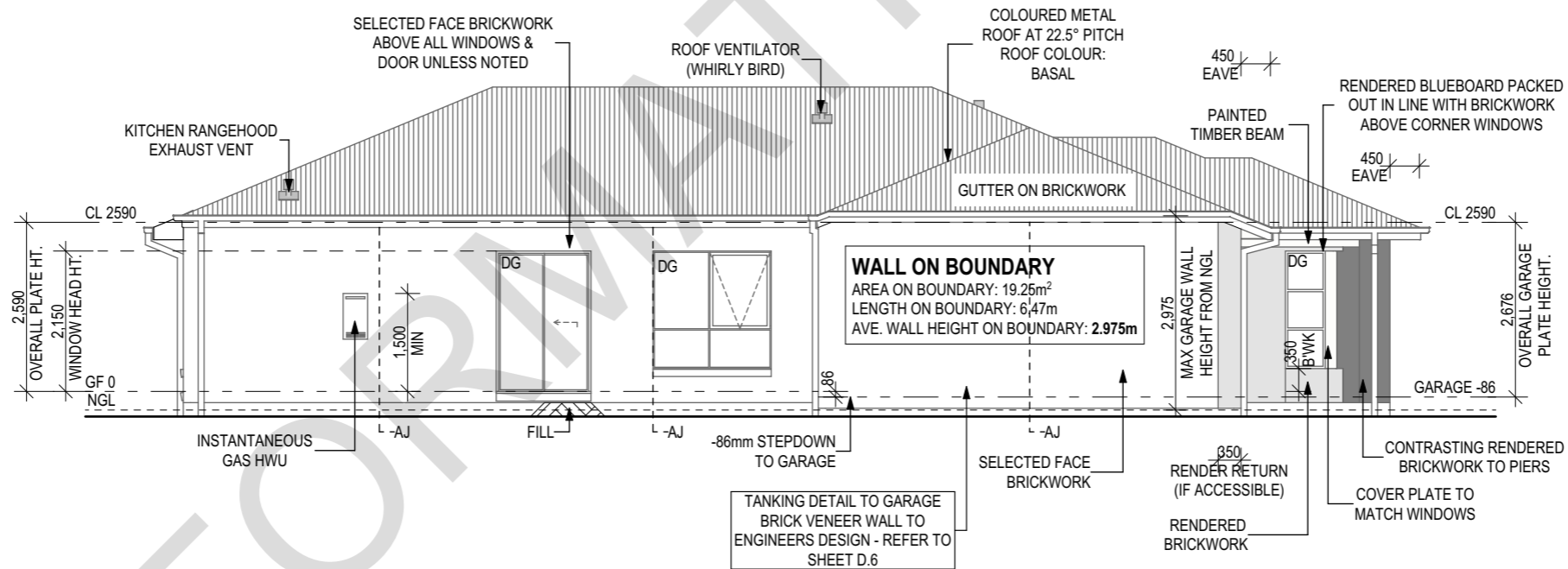
- RENDER - MAIN
- CONTRAST RENDER
- DG DENOTES DOUBLE GLAZING

PROVIDE FLYSCREENS WITH BLACK NYLON MESH AND ALUMINIUM FRAME TO ALL OPENABLE AWNING AND SLIDING WINDOWS.

PROVIDE FLYDOORS WITH BLACK NYLON MESH AND ALUMINIUM FRAME WITH CATCH (NO LOCK) TO ALUMINIUM SLIDING DOORS.



**C - REAR ELEVATION 1:100**



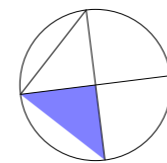
**D - SIDE ELEVATION 1:100**



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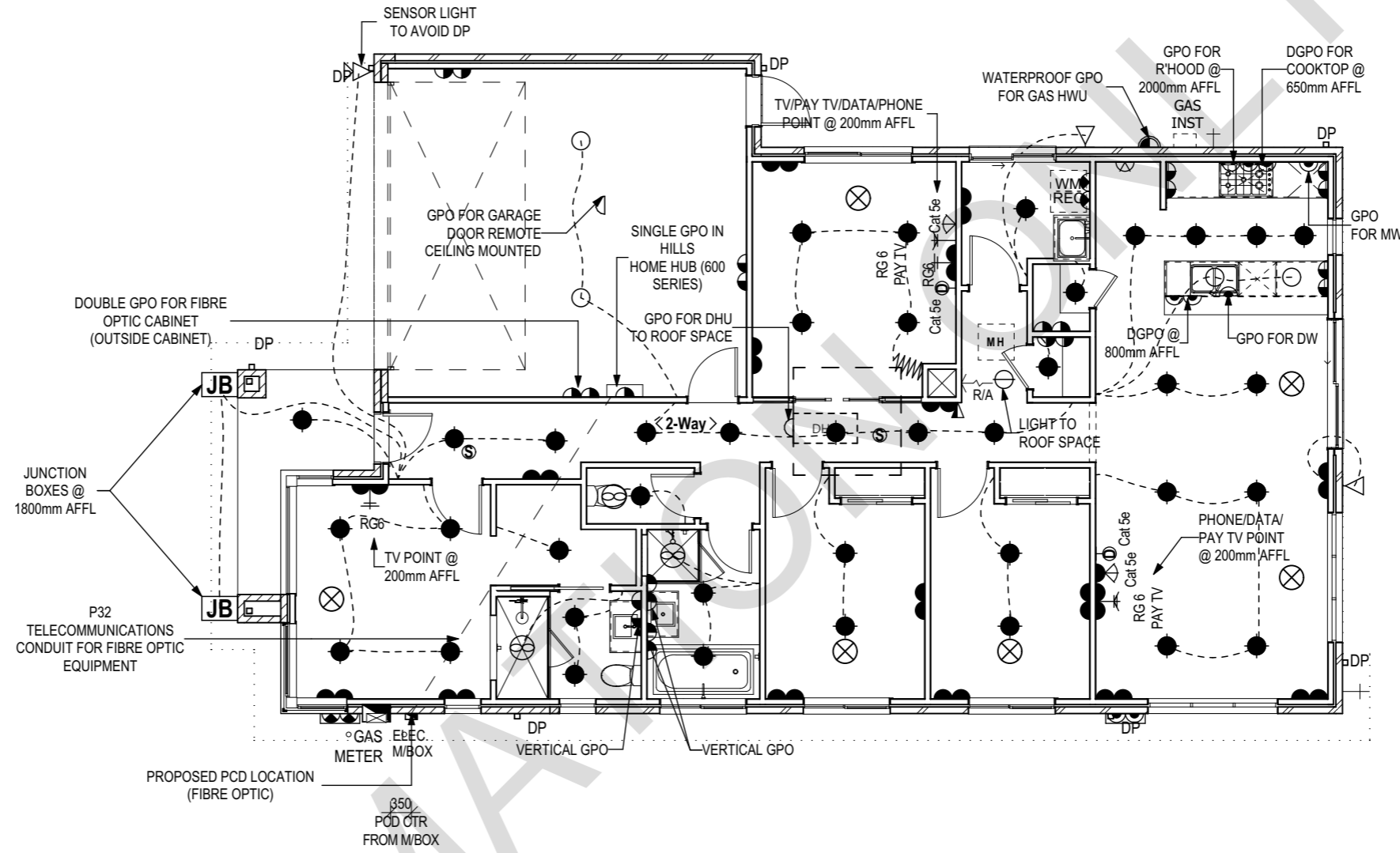
**GENERAL NOTES:**  
 - WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE  
 - WINDOW SIZES AND LOCATIONS ARE NOMINAL AND MAY VARY TO MANUFACTURERS FRAME SIZES  
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CLIENT:  
**J. L. G. WHITWELL**  
  
 LOT 908 (#37) CLAPHAM AVENUE  
 WOLLERT, VIC 3750

ELEVATION C & D			JOB No: <b>104977</b>
HOUSE TYPE: <b>EDISON 19</b>	MASTER DRAWING INFO:	SCALE: 1:100	DRAWING No: <b>4 OF 8</b>
FACADE: <b>VIVA 2.0</b>	DRAWN BY: SJ	REVISION: A	
	TYP HEIGHT: 25L	ISSUED: TBC	

Electrical Legend (GF)			
	Ceiling Exhaust Fan	---	3
	Ceiling Light Batten	11.00w	4
	Ceiling Light LV Recessed LED	8.00w	39
	Light To Roof Space	---	1
	Water Proof Flood	15.00w	2
	Water Proof Flood With Sensor	15.00w	2
	DBL GPO @ 1150	---	11
	DBL GPO @ 1400	---	1
	DBL GPO @ 200	---	17
	DBL GPO @ 650	---	2
	DBL WP GPO @ 400	---	1
	DBL WP GPO @ 600	---	1
	SNGL GPO @ 1150	---	1
	SNGL GPO @ 1650	---	1
	SNGL GPO @ 200	---	1
	SNGL GPO @ 2000	---	3
	SNGL GPO @ 650	---	2
	SNGL WP GPO @ 1150	---	1
	Data Point	---	2
	Dimmer Switch	---	1
	Junction Box	---	2
	Single Pay TV Point	---	2
	Smoke Alarm	---	2
	Telephone Point	---	2
	Television Point	---	2
	Two Way Switch	---	1
	Ceiling Heating Duct	---	6
	Heating Unit	---	2
	Thermostat	---	1



**\* STRUCTURED CABLING - OPTICOMM STANDARD PACK**  
 PROVIDE OPTICOMM PACKAGE INCLUDING:  
 - 1 X 1 IN 6 OUT AMPLIFIED SPLITTER  
 - 1 X DATA PATCH PANEL  
 - 1 X 6-CORE SECURITY CABLE FROM WSC TO BELOW METER BOX (300mm ABOVE GROUND LEVEL)  
 - 1 X RG6 CABLE FROM WSC TO BELOW METER BOX (300mm ABOVE GROUND LEVEL)  
 - 3 CAT 5E CABLE FROM WSC TO BELOW METER BOX (300MM ABOVE GROUND)  
 STANDARD PHONE AND TV POINTS DELETED WHEN THIS PACKAGE IS ADDED  
 NOTE: ADDITIONAL DATA POINTS ARE PATCHED TO GARAGE AND ADDITIONAL PHONE POINTS ARE "DAISY CHAINED"

Building Class	Total Area	Total Lights	Total Wattage	Wattage Allow. M <sup>2</sup>
House	132.66 M <sup>2</sup>	40	326/W	2.46 M <sup>2</sup> 5.00 M <sup>2</sup>
Garage	37.10 M <sup>2</sup>	2	22/W	0.59 M <sup>2</sup> 3.00 M <sup>2</sup>
Outdoor	5.67 M <sup>2</sup>	1	8/W	1.41 M <sup>2</sup> 4.00 M <sup>2</sup>
			Average	2.03 M <sup>2</sup> 4.00 M <sup>2</sup>

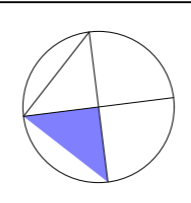
Note:  
 Perimeter lights have an average light source efficacy of not less than 40 Lumens/W  
 Average Wattage Per M<sup>2</sup> = 2.03  
 COMPLIES

- GENERAL NOTES:**
- LOCATIONS OF FIXTURES SHOWN ON PLANS ARE INDICATIVE ONLY AND MAY VARY DUE TO LOCATION OF STRUCTURAL MEMBERS AND TRUSS LAYOUTS
  - LOCATIONS OF DUCTED HEATING AND AIR CONDITIONING POSITIONS MAY VARY ON SITE DUE TO MANUFACTURER'S SPECIFICATIONS
- STANDARD CONNECTIONS:**
- PROVIDE LIGHT POINT & SINGLE GPO IN ROOF SPACE
  - WHERE INSTALLED, PROVIDE DIRECT POWER OUTLETS TO UNDER BENCH OVEN AND COOLING UNIT
  - SUPPLY & INSTALLATION OF LIGHT FITTINGS ARE NOT INCLUDED. COSTINGS ALLOW ONLY FOR BATTEN HOLDERS UNO

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**GENERAL NOTES:**  
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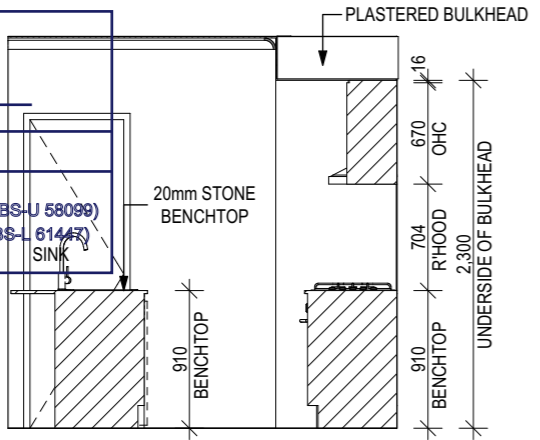
CLIENT:  
**J. L. G. WHITWELL**  
 LOT 908 (#37) CLAPHAM AVENUE  
 WOLLERT, VIC 3750

<b>ELECTRICAL PLAN</b>		HOUSE TYPE: <b>EDISON 19</b>	MASTER DRAWING INFO: SCALE: 1:1, 1:100	JOB No: <b>104977</b>
FACADE: <b>VIVA 2.0</b>	DRAWN BY: SJ	REVISION: A	DRAWING No: <b>5 OF 8</b>	
	TYP HEIGHT: 25L	ISSUED: TBC		

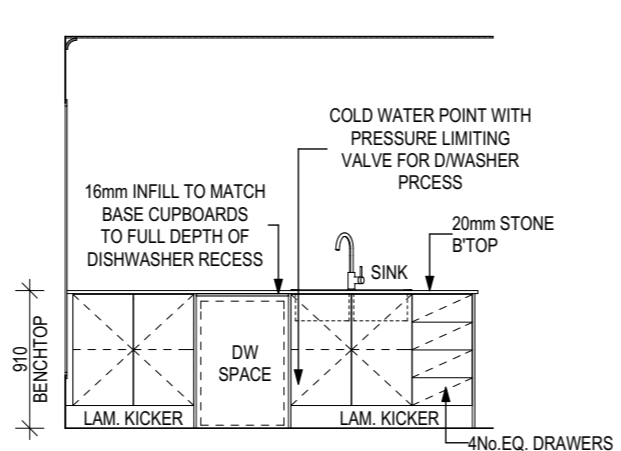
**DIMENSIONS TO FINISHED PLASTER**

- INTERNAL NOTES**
- THE ADDENDA IS PRIORITY DOCUMENT FOR REFERENCE OF ALL MATERIALS, FINISHES, FIXTURES & FITTINGS.
  - MATERIALS & EXTENT OF FINISHES SHOWN INDICATIVELY.
  - ALL FIXTURES AND FITTINGS ARE SHOWN INDICATIVELY.
  - SHELF SUPPORTS @ MAX. 1500mm CENTRES AS FOLLOWS.
    - ROBE w/ SINGLE HANGING RAIL - 300mm DEPTH
    - ROBE w/ DOUBLE HANGING RAIL - 300mm DEPTH
  - LINEN PANTRY: RECESSED 200mm FROM FACE OF SHELF
  - ALLOW 5mm TOLERANCE TO ALL SIDES OF MIRROR(S)
  - PROVIDE WHITE-EDGED BACKING BOARDS TO MIRRORS
  - ALL SHOWER DOORS ARE 650mm WIDE PIVOT DOORS
  - ALL WALL-MOUNTED VANITY FIXTURES TO HAVE NOGGINGS PROVIDED BEHIND FOR SUITABLE FIXINGS.
- TIMBER STUDS TO BE AT 300 CTRS MAXIMUM IN WET AREAS WHERE FULL HEIGHT TILING OCCURS

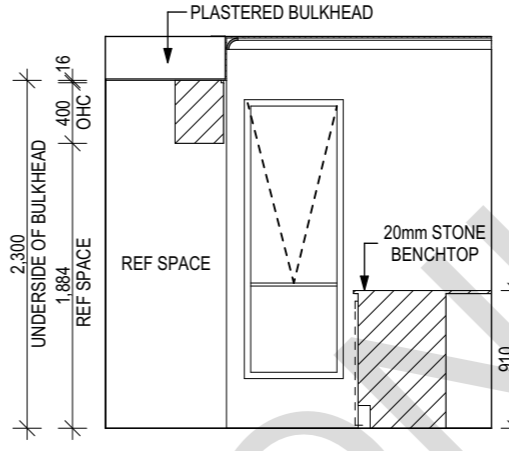
- LEGEND**
- TILING - MAIN
  - TILING - FEATURE



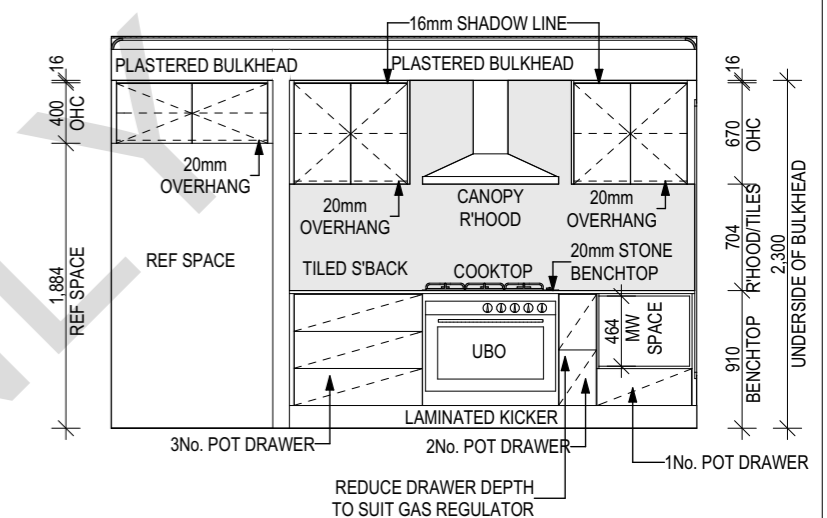
**A - KITCHEN 1:50**



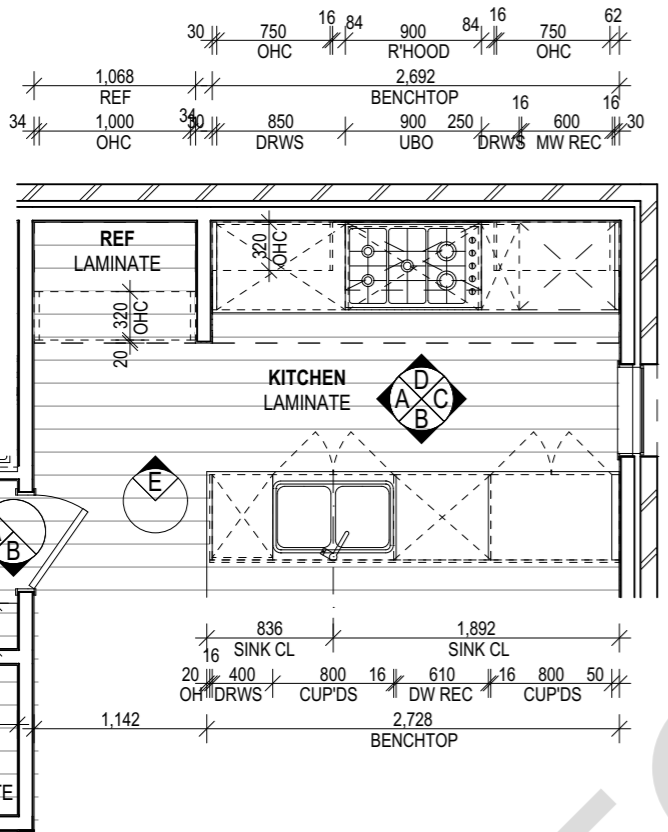
**B - KITCHEN 1:50**



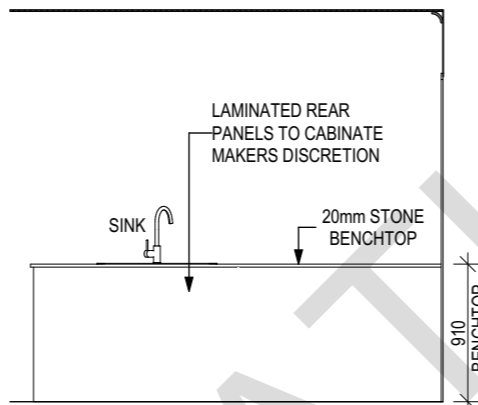
**C - KITCHEN 1:50**



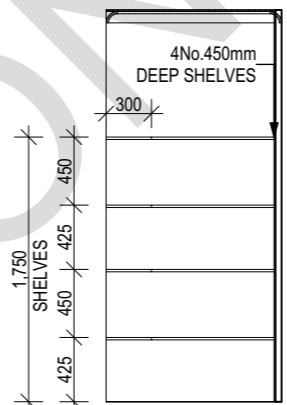
**D - KITCHEN 1:50**



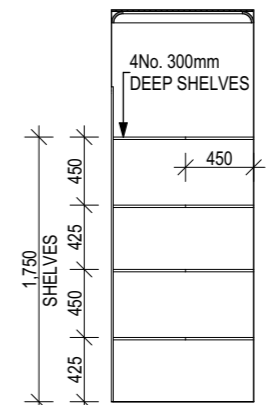
**KITCHEN/ WIP/ WIL PLAN 1:50**



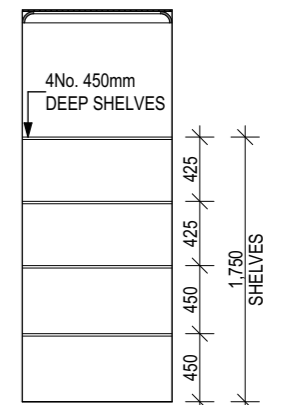
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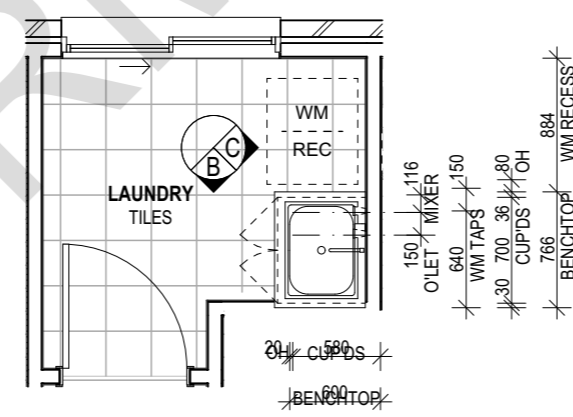
**A - WIP 1:50**



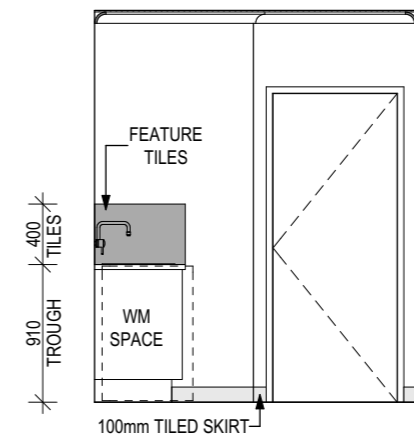
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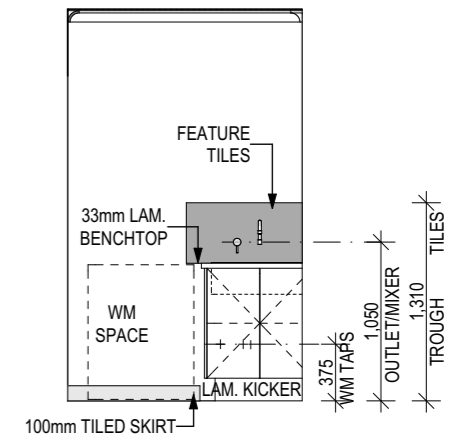
**C - WIP 1:50**



**LAUNDRY PLAN 1:50**



**B - LAUNDRY 1:50**



**C - LAUNDRY 1:50**

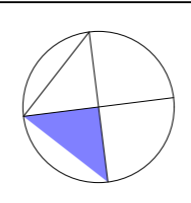
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**CLIENT:**  
**J. L. G. WHITWELL**

LOT 908 (#37) CLAPHAM AVENUE  
 WOLLERT, VIC 3750

INTERNALS 1		JOB No:
HOUSE TYPE: <b>EDISON 19</b>	MASTER DRAWING INFO:	<b>104977</b>
FACADE: <b>VIVA 2.0</b>	DRAWN BY: SJ	SCALE: 1:100, 1:50
	REVISION: A	DRAWING No:
	TYP HEIGHT: 25L	<b>6 OF 8</b>
	ISSUED: TBC	

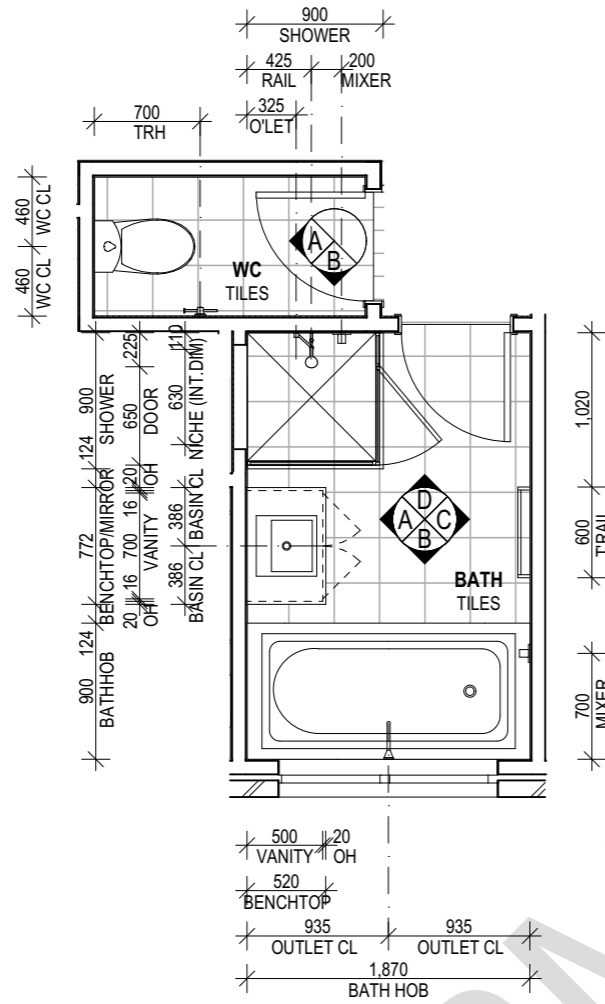
**DIMENSIONS TO FINISHED PLASTER**

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  - ALL FIXTURES AND FITTINGS ARE SHOWN INDICATIVELY.
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    - ROBE w/ SINGLE HANGING RAIL: 300mm DEEP
    - ROBE w/ DOUBLE HANGING RAIL: 300mm DEEP
  - LINEN PANTRY: RECESSED 20mm FROM FACE OF SHELF
  - ALLOW 5mm TOLERANCE TO ALL SIDES OF MIRROR(S)
  - PROVIDE WHITE-EDGED BACKING BOARDS TO MIRRORS
  - ALL SHOWER DOORS ARE 650mm WIDE PIVOT DOORS UNO
  - ALL WALL-MOUNTED VANITY FIXTURES TO HAVE NOGGINGS PROVIDED BEHIND FOR SUITABLE FIXINGS.

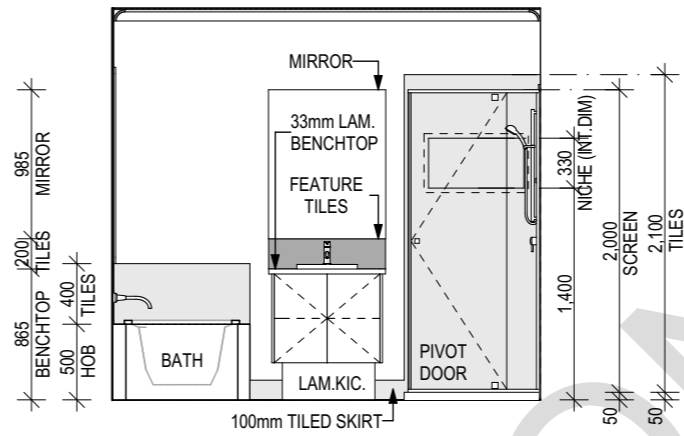
TIMBER STUDS TO BE AT 300 CTRS MAXIMUM IN WET AREAS WHERE FULL HEIGHT TILING OCCURS

**LEGEND**

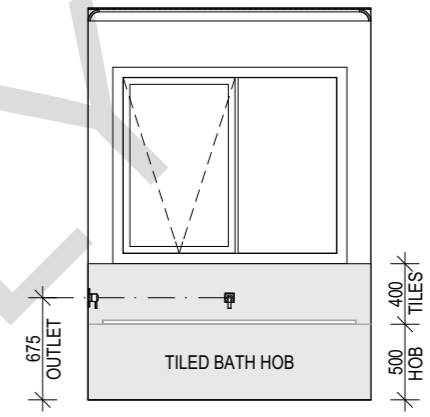
- TILING - MAIN
- TILING - FEATURE



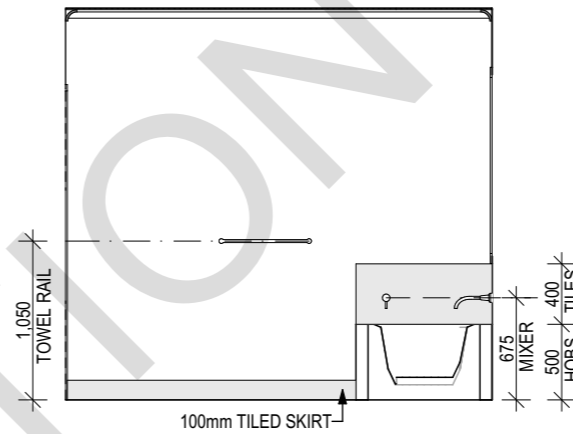
**BATH / WC PLAN 1:50**



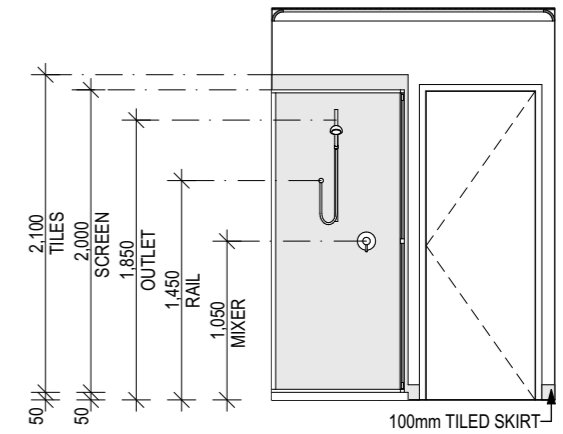
**A - BATH 1:50**



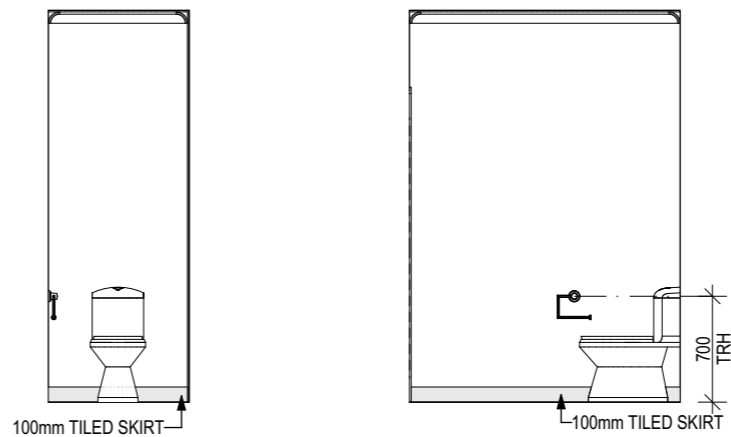
**B - BATH 1:50**



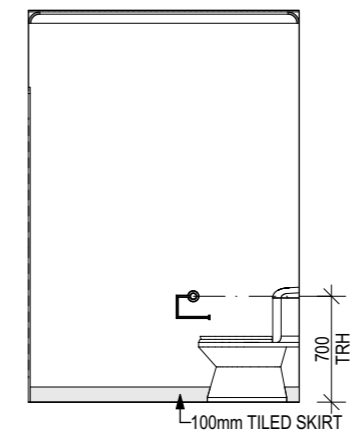
**C - BATH 1:50**



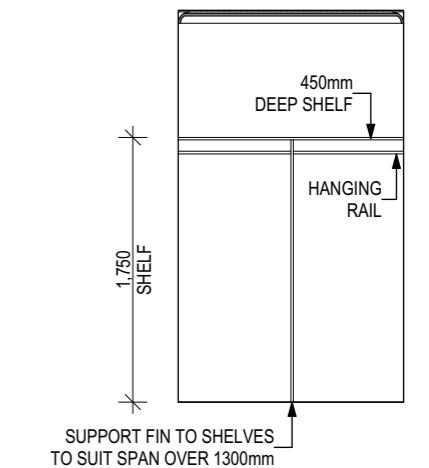
**D - BATH 1:50**



**A - WC 1:50**



**B - WC 1:50**



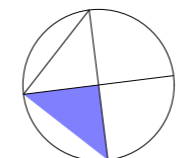
**B - TYPICAL ROBE 1:50**



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CLIENT:  
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LOT 908 (#37) CLAPHAM AVENUE  
WOLLERT, VIC 3750

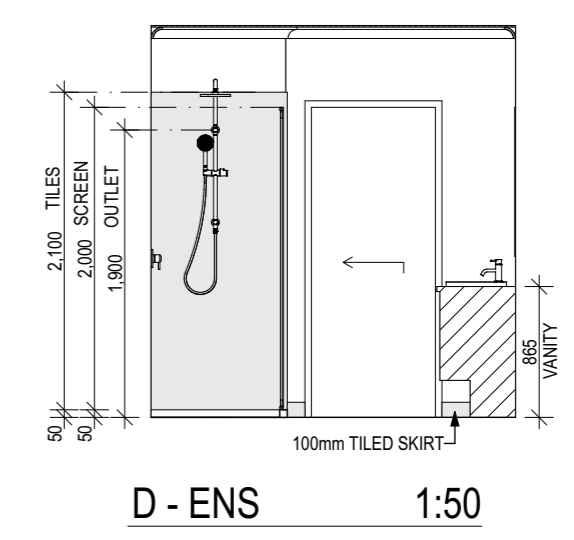
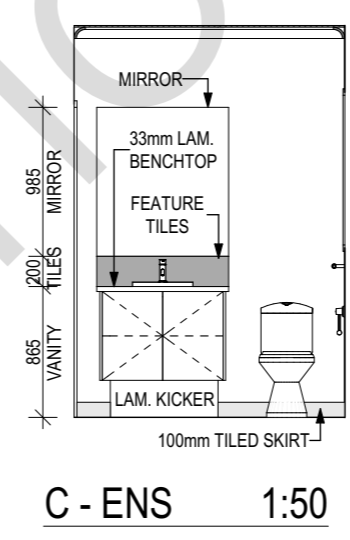
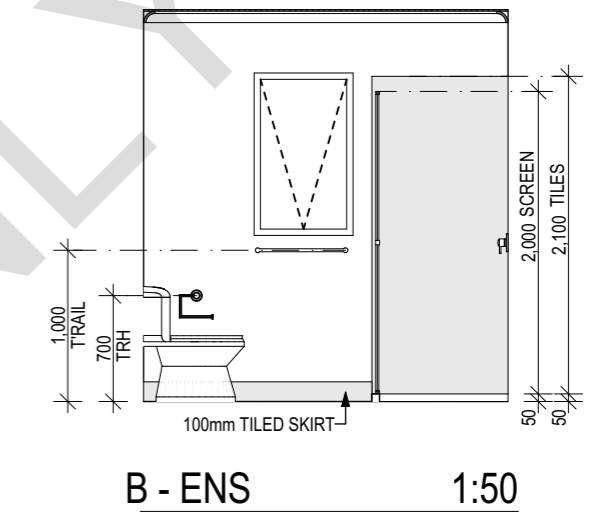
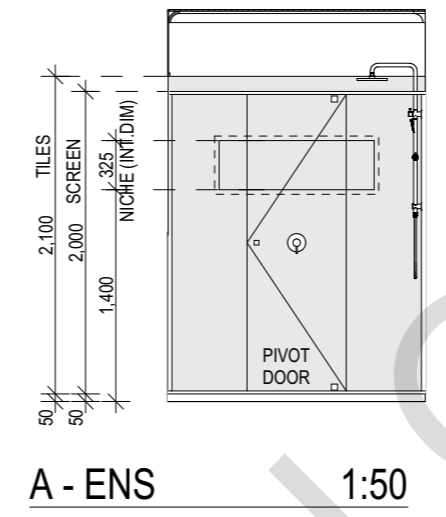
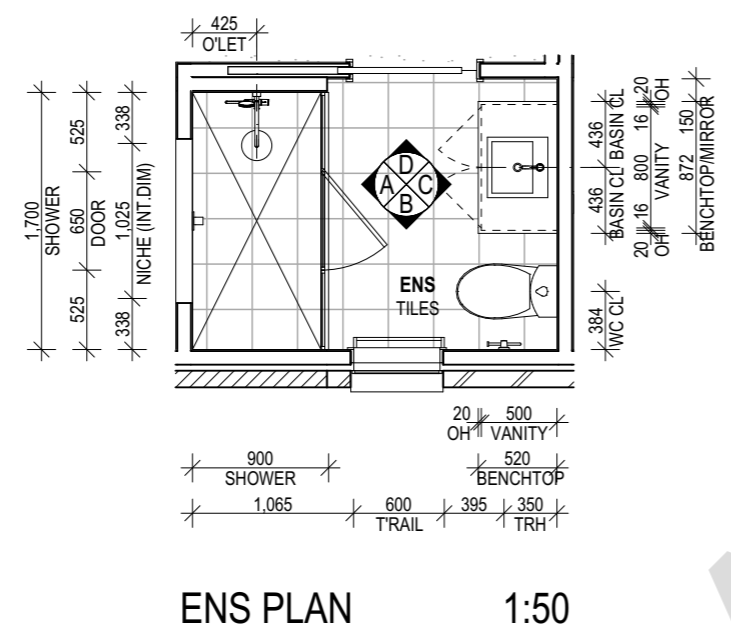
<b>INTERNALS 2</b>		JOB No: <b>104977</b>
HOUSE TYPE: <b>EDISON 19</b>	MASTER DRAWING INFO:	SCALE: 1:100, 1:50
FACADE: <b>VIVA 2.0</b>	DRAWN BY: SJ	REVISION: A
	TYP HEIGHT: 25L	ISSUED: TBC
		DRAWING No: <b>7 OF 8</b>

**DIMENSIONS TO FINISHED PLASTER**

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  - ALL FIXTURES AND FITTINGS ARE SHOWN INDICATIVELY.
  - SHELF SUPPORTS @ MAX. 1500mm CENTRES AS FOLLOWS:
    - ROBE w/ SINGLE HANGING RAIL: 300mm DEEP
    - ROBE w/ DOUBLE HANGING RAIL: 300mm DEEP
  - LINEN PANTRY: RECESSED 20mm FROM FACE OF SHELF
  - ALLOW 5mm TOLERANCE TO ALL SIDES OF MIRROR(S)
  - PROVIDE WHITE-EDGED BACKING BOARDS TO MIRRORS
  - ALL SHOWER DOORS ARE 650mm WIDE PIVOT DOORS UNO
  - ALL WALL-MOUNTED VANITY FIXTURES TO HAVE NOGGINGS PROVIDED BEHIND FOR SUITABLE FIXINGS.

TIMBER STUDS TO BE AT 300 CTRS MAXIMUM IN WET AREAS WHERE FULL HEIGHT TILING OCCURS

- LEGEND**
- TILING - MAIN
  - TILING - FEATURE



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CLIENT:  
**J. L. G. WHITWELL**

LOT 908 (#37) CLAPHAM AVENUE  
 WOLLERT, VIC 3750

<b>INTERNALS 3</b>		HOUSE TYPE: <b>EDISON 19</b>	MASTER DRAWING INFO:	SCALE: 1:100, 1:50
FACADE: <b>VIVA 2.0</b>	DRAWN BY: SJ	REVISION: A	DRAWING No:	<b>8 OF 8</b>
	TYP HEIGHT: 25L	ISSUED: TBC		

**LANDSCAPING BY CLIENT AFTER  
HANDOVER TO DEVELOPER  
REQUIREMENTS**

GROUP  
FOUR

BUILDING SURVEYORS

**LANDSCAPE NOTES**

Number: 8910702642434

- SERVICES TO FRONT OF PROPERTY ARE TO BE HIDDEN FROM PUBLIC VIEW BY PLANTINGS OR SCREENING
- SHRUBS TO BE PLANTED FROM A MIN. 150mm POT SIZE.
- TREES TO BE A MIN. OF 1.5m HIGH AT TIME OF PLANTING.
- IF LANDSCAPE DESIGN OR SELECTION OF SPECIES IS ALTERED BY OWNER, IT IS THE RESPONSIBILITY OF THE OWNER TO OBTAIN APPROVAL AS NECESSARY.

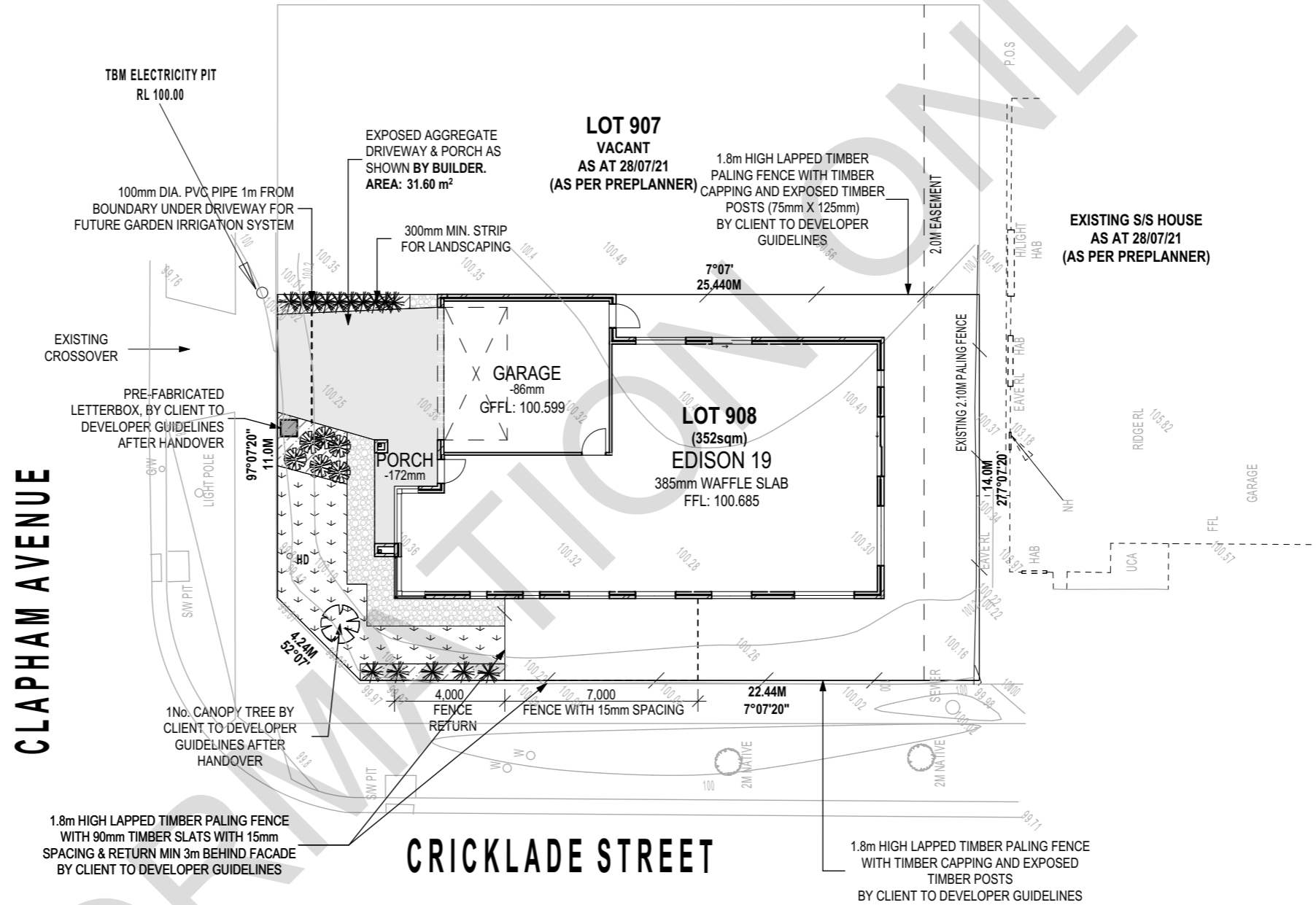
**LANDSCAPE LEGEND**

- GRASS / LAWN / TURF
- MULCH / PINE BARK
- CRUSHED ROCK

QTY	SYMBOL	SPECIES	POT SIZE
6 No.		PLANTS	200mm
15 No.		SHRUBS	150mm

THIS PLAN IS INDICATIVE & SHOWS GENERAL INTENT OF PROPOSED LANDSCAPING WORKS AND HAS BEEN PROVIDED FOR DEVELOPER APPROVAL. ACTUAL EXTENT AND LOCATION OF GROUND COVER AND PLANTINGS MAY VARY.

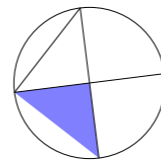
CRUSHED ROCK TO EXTEND MINIMUM 1000mm FROM THE EDGE OF BUILDING.



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LOT 908 (#37) CLAPHAM AVENUE  
WOLLERT, VIC 3750

<b>LANDSCAPING PLAN</b>			JOB No: <b>104977</b>
HOUSE TYPE: <b>EDISON 19</b>	MASTER DRAWING INFO:	SCALE: 1:200	
FACADE: <b>VIVA 2.0</b>	DRAWN BY: SJ	REVISION: A	DRAWING No: <b>D.1 OF D.8</b>
	TYP HEIGHT: 25L	ISSUED: TBC	

**EXCLUSION ZONE**

**STORMWATER**

•STORMWATER PIPES TO BE INSTALLED 600mm FROM PERIMETER OF BUILDING AND CONNECTED TO LEGAL POINT OF DISCHARGE. A NO GO ZONE IS IN PLACE 150mm EITHER SIDE OF THE STORMWATER PIPES

**SEWER**

•REFER PROPERTY SERVICES DRAINAGE PLAN FOR SEWER MAINS AND BRANCHES

**BUILDING PERMIT**

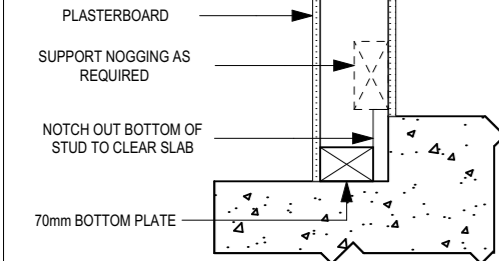
Number: 8910702642434  
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)  
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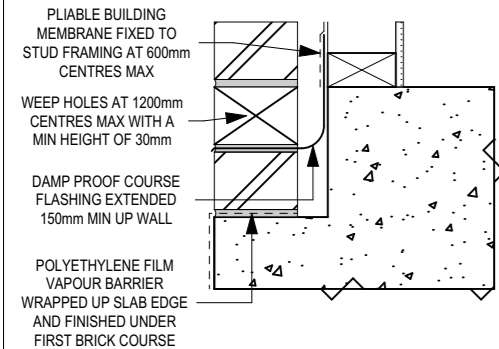
**NOTE**

IT IS THE RESPONSIBILITY OF THE OWNER TO CHECK FOR UNDERGROUND PIPES PRIOR TO ANY EARTHWORKS CONDUCTED AFTER HANDOVER. THE BUILDER WILL NOT BE LIABLE FOR DAMAGE TO EXISTING PIPES BY THE OWNER AFTER HANDOVER.

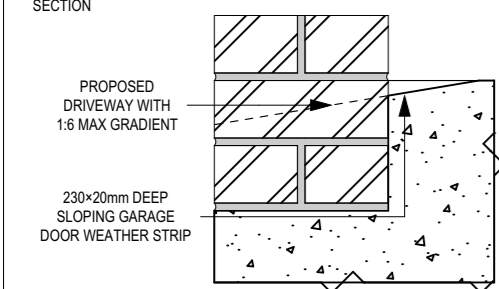
**GARAGE STEP DOWN**



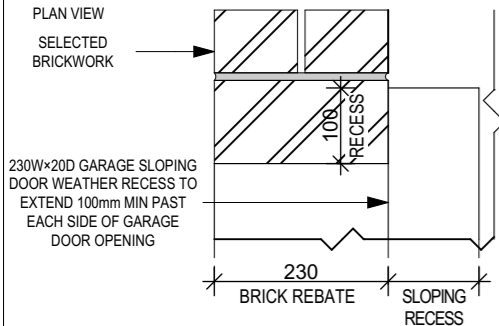
**PORCH/OUTDOOR LIV STEPDOWN**



**GARAGE WEATHER STRIP SECTION**



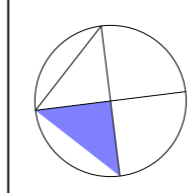
**GARAGE WEATHER STRIP PLAN VIEW**



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A	DA PLANS, VO.1	SN	27/05/21				
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**GENERAL NOTES:**  
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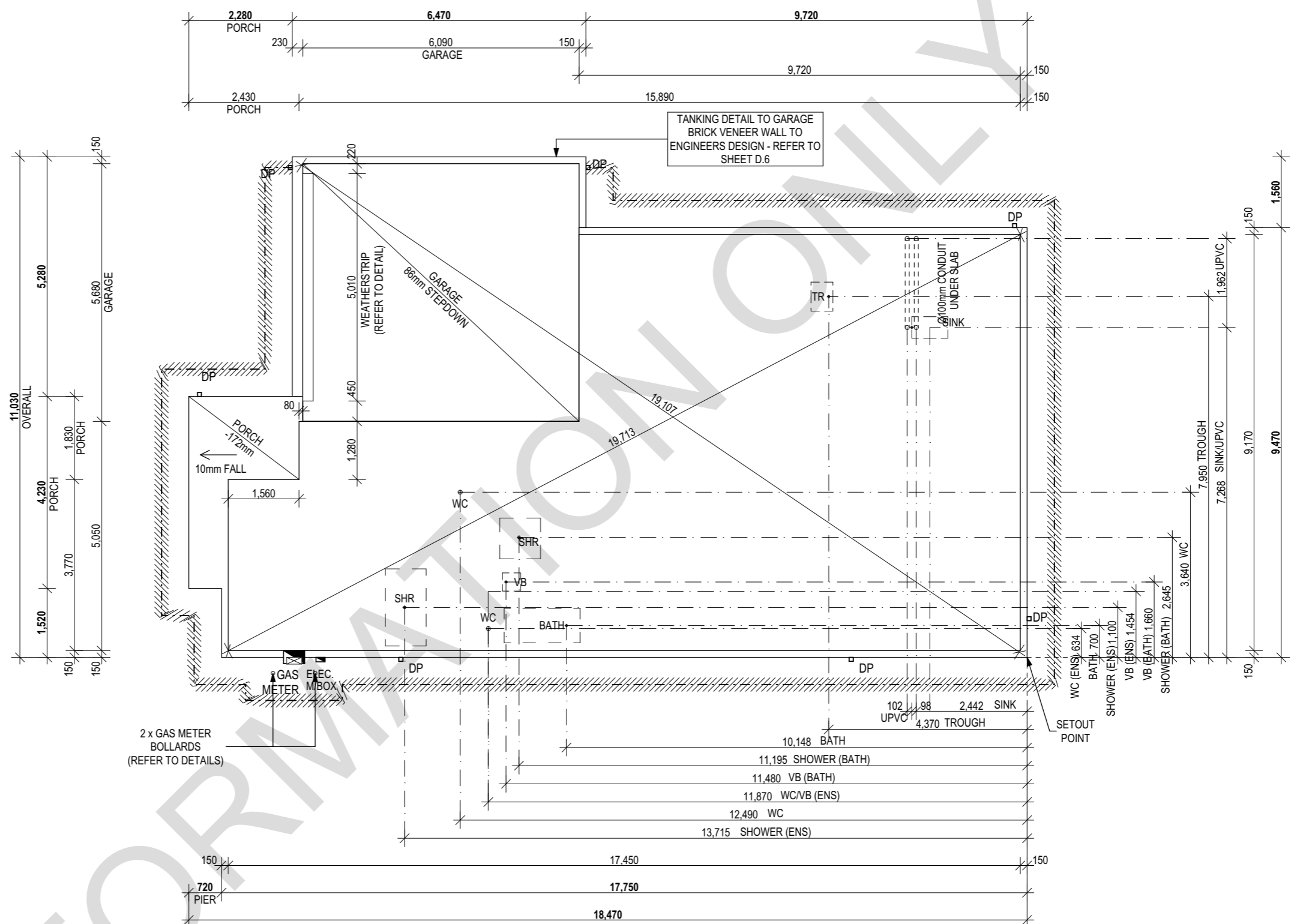


CLIENT:  
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 LOT 908 (#37) CLAPHAM AVENUE  
 WOLLERT, VIC 3750

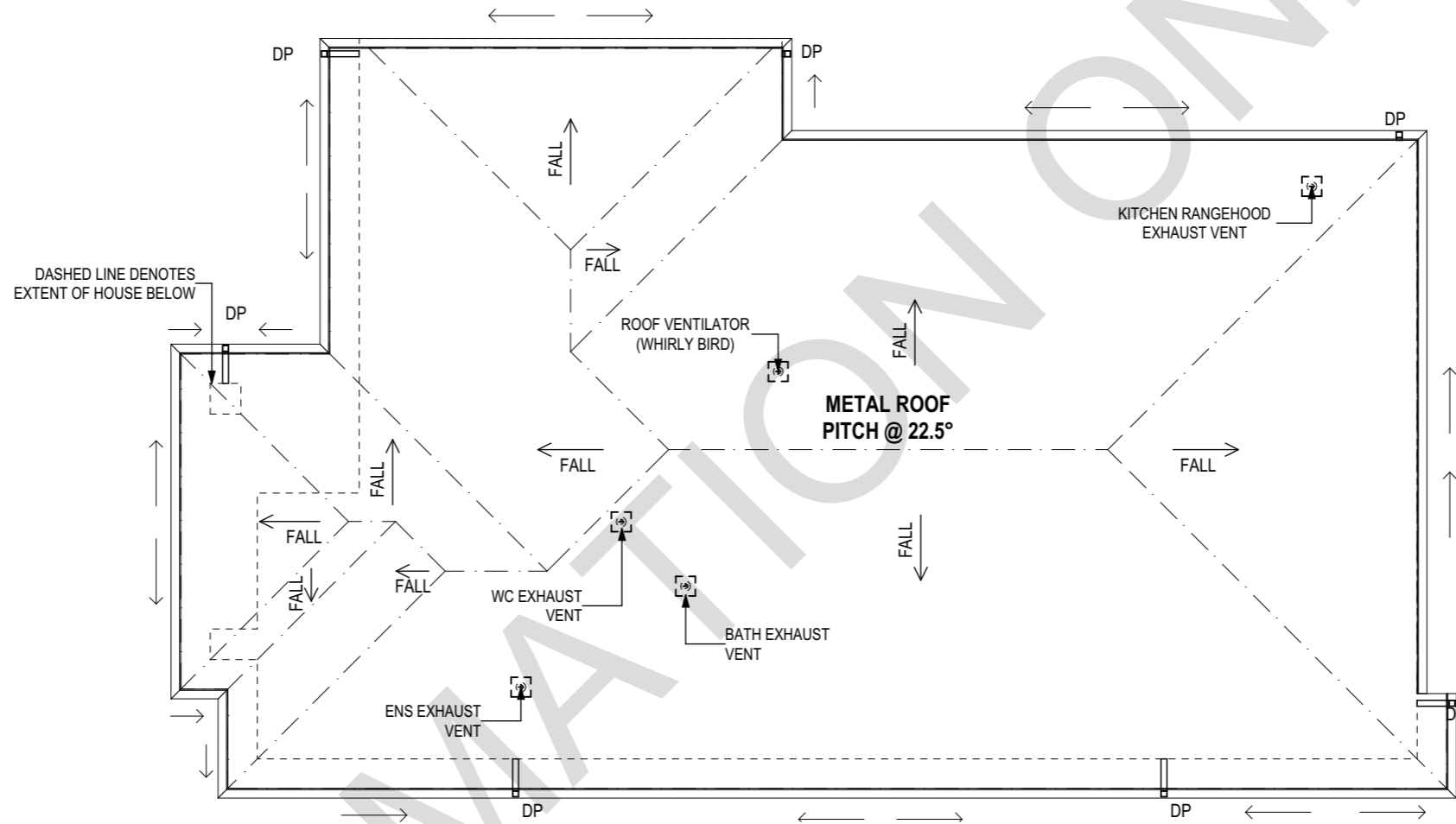
**SLAB PLAN**  
 HOUSE TYPE:  
**EDISON 19**  
 FACADE:  
**VIVA 2.0**

MASTER DRAWING INFO:  
 SCALE: 1:100, 1:10  
 DRAWN BY: SJ  
 REVISION: A  
 TYP HEIGHT: 25L  
 ISSUED: TBC

JOB No:  
**104977**  
 DRAWING No:  
**D.2 OF D.8**



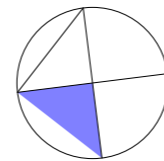
**GROUP FOUR**  
**BUILDING SURVEYORS**  
**BUILDING PERMIT**  
 Number : 8910702642434  
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)  
 Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)  
 Issued on 13/08/2021



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B	FINAL PLANS	CH	26/07/2021				

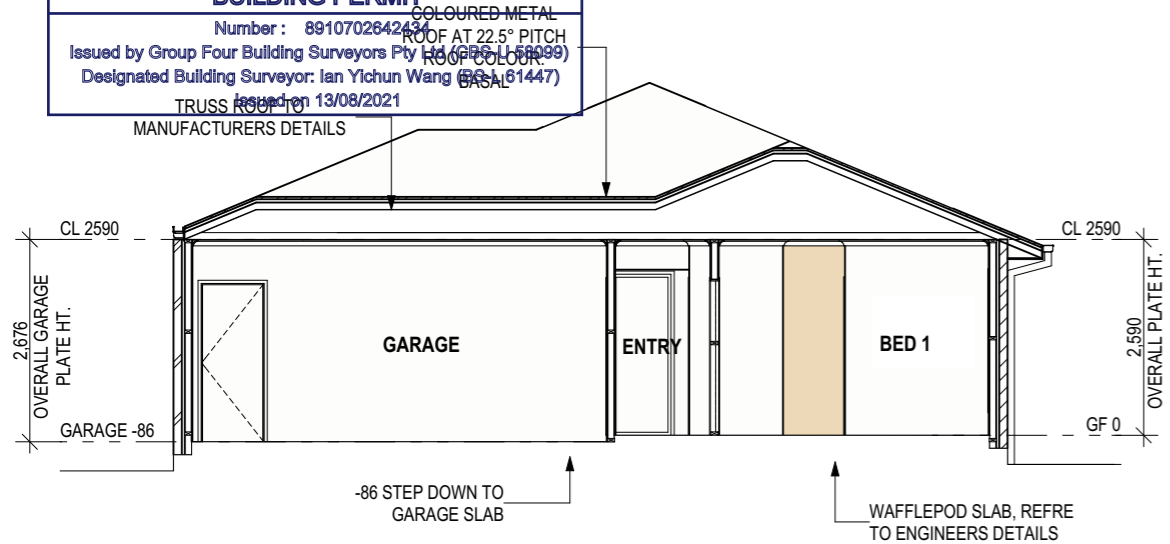
**GENERAL NOTES:**  
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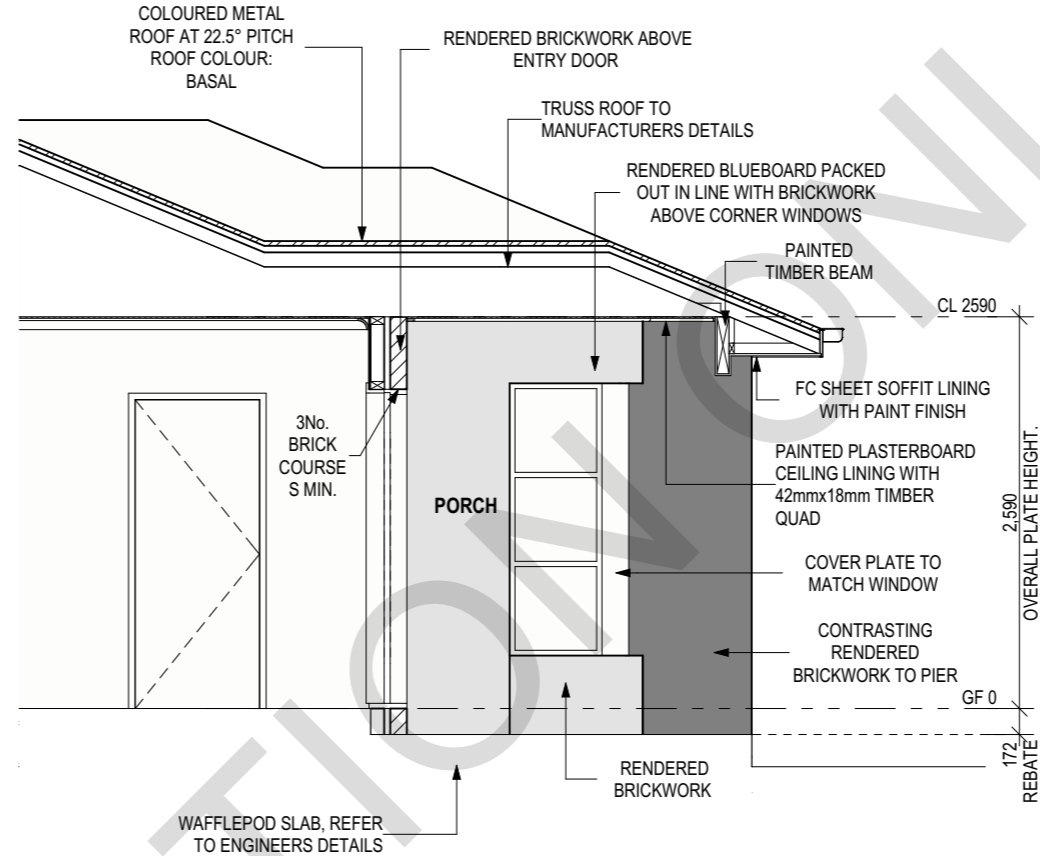
CLIENT:  
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 WOLLERT, VIC 3750

ROOF PLAN		MASTER DRAWING INFO:		JOB No:
HOUSE TYPE: <b>EDISON 19</b>	DRAWN BY: SJ	REVISION: A	SCALE: 1:100	<b>104977</b>
FACADE: <b>VIVA 2.0</b>	TYP HEIGHT: 25L	ISSUED: TBC	DRAWING No:	<b>D.3 OF D.8</b>

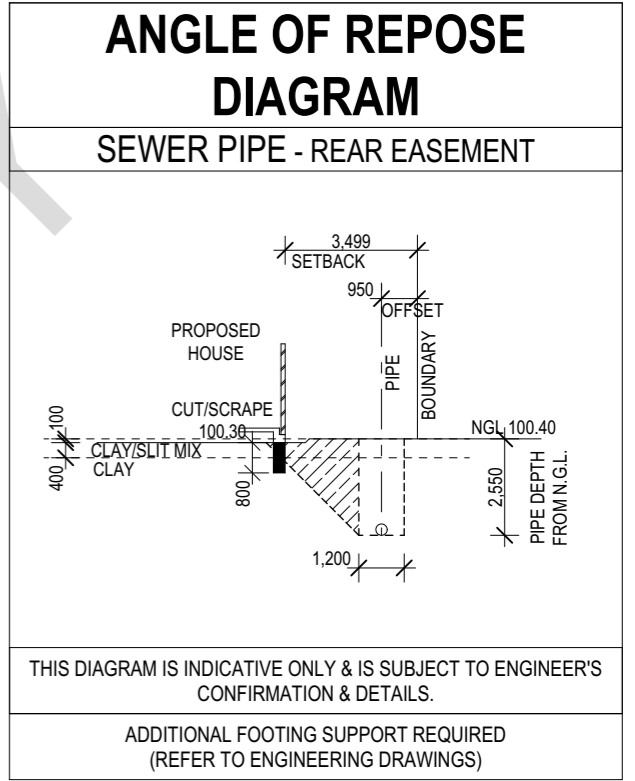
**GROUP FOUR**  
**BUILDING SURVEYORS**  
**BUILDING PERMIT**  
 Number: 89107026424  
 Issued by Group Four Building Surveyors Pty Ltd (AFR 10999)  
 Designated Building Surveyor: Ian Yichun Wang (BSA 81447)  
 TRUSS REPORT 13/08/2021



**S1 - SECTION 1:100**



**S2 - SECTION 1:50**



**3.12.1.1 BUILDING FABRIC THERMAL INSULATION**

A) WHERE REQUIRED, INSULATION MUST COMPLY WITH AS/NZS 4859.1 AND BE INSTALLED SO THAT IT -  
 I) ABUTS OR OVERLAPS ADJOINING INSULATION OTHER THAN AT SUPPORTING MEMBERS SUCH AS COLUMNS, STUDS, NOGGINS, JOISTS, FURRING CHANNELS AND THE LIKE WHERE THE INSULATION MUST BUTT AGAINST THE MEMBER; AND  
 II) FORMS A CONTINUOUS BARRIER WITH CEILINGS, WALLS, BULKHEADS, FLOORS OR THE LIKE THAT INHERENTLY CONTRIBUTE TO THE THERMAL BARRIER; AND  
 III) DOES NOT AFFECT THE SAFE OR EFFECTIVE OPERATION OF A DOMESTIC SERVICE OR FITTING

B) WHERE REQUIRED, REFLECTIVE INSULATION MUST BE INSTALLED WITH -  
 I) THE NECESSARY AIRSPACE, TO ACHIEVE THE REQUIRED R-VALUE BETWEEN A REFLECTIVE SIDE OF THE REFLECTIVE INSULATION AND A BUILDING LINING OR CLADDING; AND  
 II) THE REFLECTIVE INSULATION CLOSELY FITTED AGAINST ANY PENETRATION, DOOR OR WINDOW OPENING; AND  
 III) THE REFLECTIVE INSULATION ADEQUATELY SUPPORTED BY FRAMING MEMBERS; AND  
 IV) EACH ADJOINING SHEET OF ROLL MEMBRANE BEING -  
 A) OVERLAPPED NOT LESS THAN 150MM; OR  
 B) TAPED TOGETHER.

C) WHERE REQUIRED, BULK INSULATION MUST BE INSTALLED SO THAT -  
 I) IT MAINTAINS ITS POSITION AND THICKNESS, OTHER THAN WHERE IT CROSSES ROOF BATTENS, WATER PIPES, ELECTRICAL CABLING OR THE LIKE; AND  
 II) IN A CEILING, WHERE THERE IS NO BULK INSULATION OR REFLECTIVE INSULATION IN THE EXTERNAL WALL BENEATH, IT OVERLAPS THE EXTERNAL WALL BY NOT LESS THAN 50MM.

ENERGY EFFICIENCY REQUIREMENTS					
	BULK R-VALUE	TYPE OF FOIL	NUMBER OF LAYER	POSITION OF FOIL	NOTES
CEILINGS	6.0	AG	1	UNDER ROOFING MATERIAL	NO BULK INSULATION IN GARAGE, ONLY FOIL
WALLS	2.5	AG	1	ON OUTSIDE OF STUD FRAME	R2.0 BULK WALLS BETWEEN GARAGE/DWELLING
FLOORS	N/A	N/A	N/A		WAFFLEPOD (AS PER CSIRO SPECIFICATION)
WALLS INT.	N/A	N/A	N/A		
DBL STOREY	N/A	N/A	N/A		

**NOTES**  
 INCLUDES R2.5 PERIMETER WALL BATTS TO CEILING TO AVOID CEILING INSULATION COMPRESSION AS PER THE NCC SEAL GAPS & CRACKS. CAULKING AROUND ALL EXTERNAL WALL ARCHITRAVES TO ENSURE SEALED TO PLASTERBOARD LINING SEAL AND WEATHER STRIP ENTRY DOOR, GARAGE ACCESS DOOR AND IF APPLICABLE EXTERNAL LAUNDRY HINGE DOOR, WEATHER STRIP GARAGE REAR DOOR IF BAL 12.5 APPLIES EXHAUST FANS INCLUDING DRAUGHTSTOPS RECYCLE WATER TO ESTATE

NOTE:  
 SHOWER SIZE DIMENSIONED TO EXTERNAL FACE OF HEBEL

SHOWER SCREEN TO FINISH FLUSH WITH INTERNAL SIDE OF TILED HEBEL BELOW

TRIM TO INSIDE OF SHOWER HOB

CONCRETE SCREED, GRADED TO WASTE OUTLET

TRIM TO SIDE OF SHOWER HOB

50mm x 50mm HEBEL BLOCK

TILES (REFER ADDENDA FOR SELECTION)

**SHOWER HOB DETAIL - STRAIGHT TRIM 1:5**

SHOWER SCREEN TO FINISH FLUSH WITH INTERNAL SIDE OF TILED HEBEL BELOW

TRIM TO SIDE OF SHOWER HOB

TRIM INSTALLED VERTICALLY

**SHOWER HOB DETAIL - CORNER TRIM 1:5**

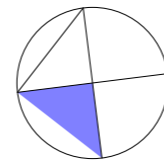


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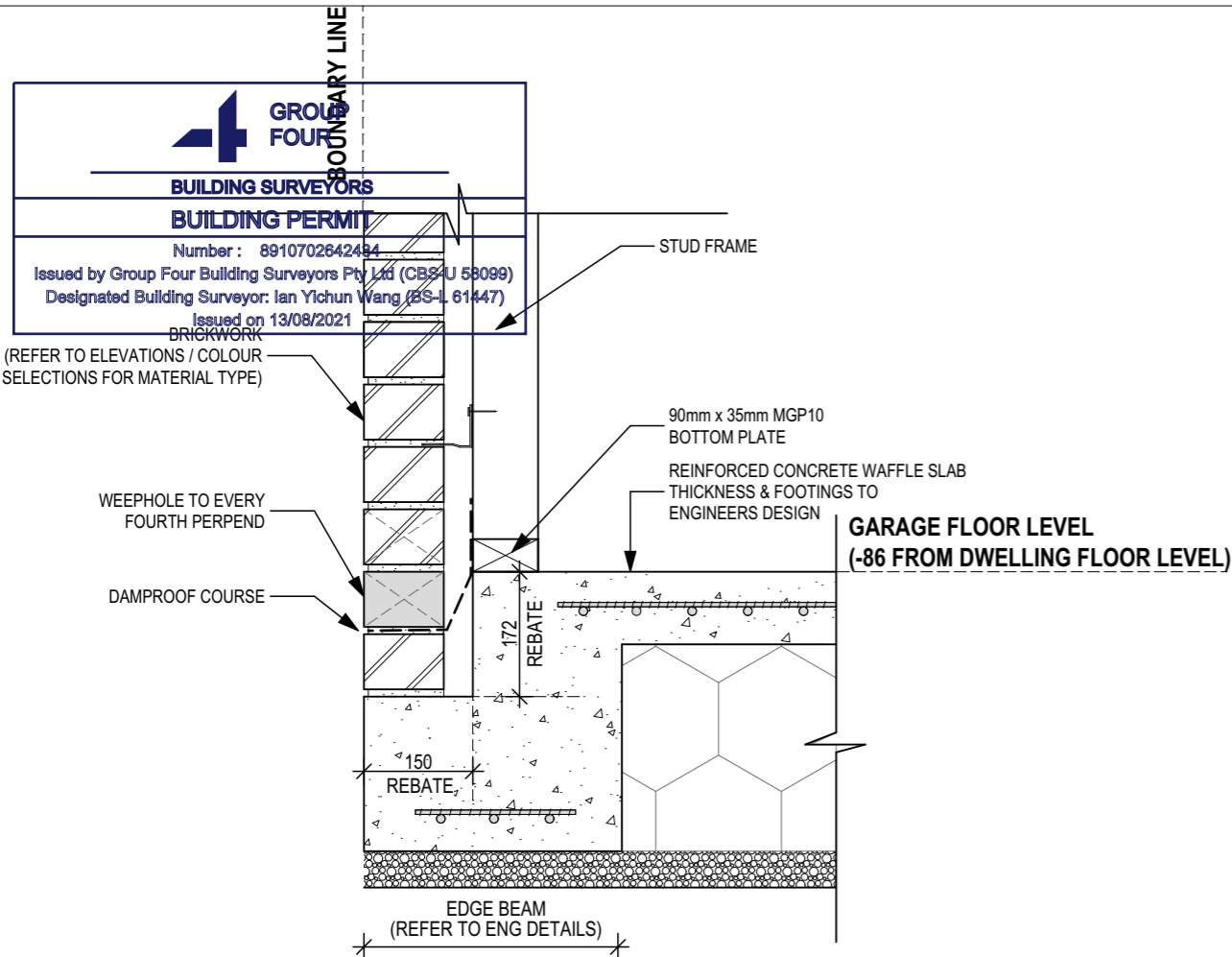
LOT 908 (#37) CLAPHAM AVENUE  
 WOLLERT, VIC 3750

**SECTIONS**

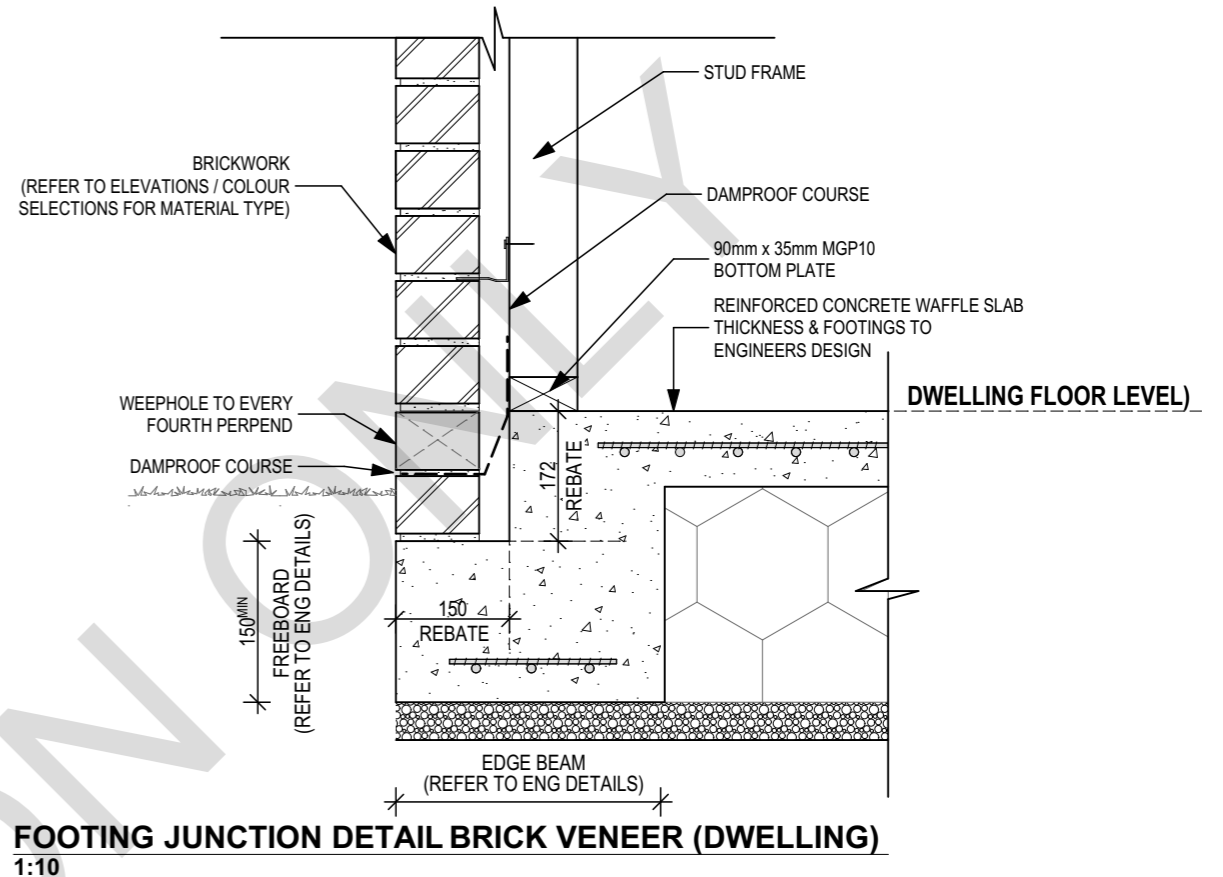
HOUSE TYPE:  
**EDISON 19**  
 FACADE:  
**VIVA 2.0**

MASTER DRAWING INFO:  
 SCALE: 1:100, 1:5, 1:50, 1:200  
 DRAWN BY: SJ  
 REVISION: A  
 TYP HEIGHT: 25L  
 ISSUED: TBC  
 DRAWING No:  
**D.4 OF D.8**

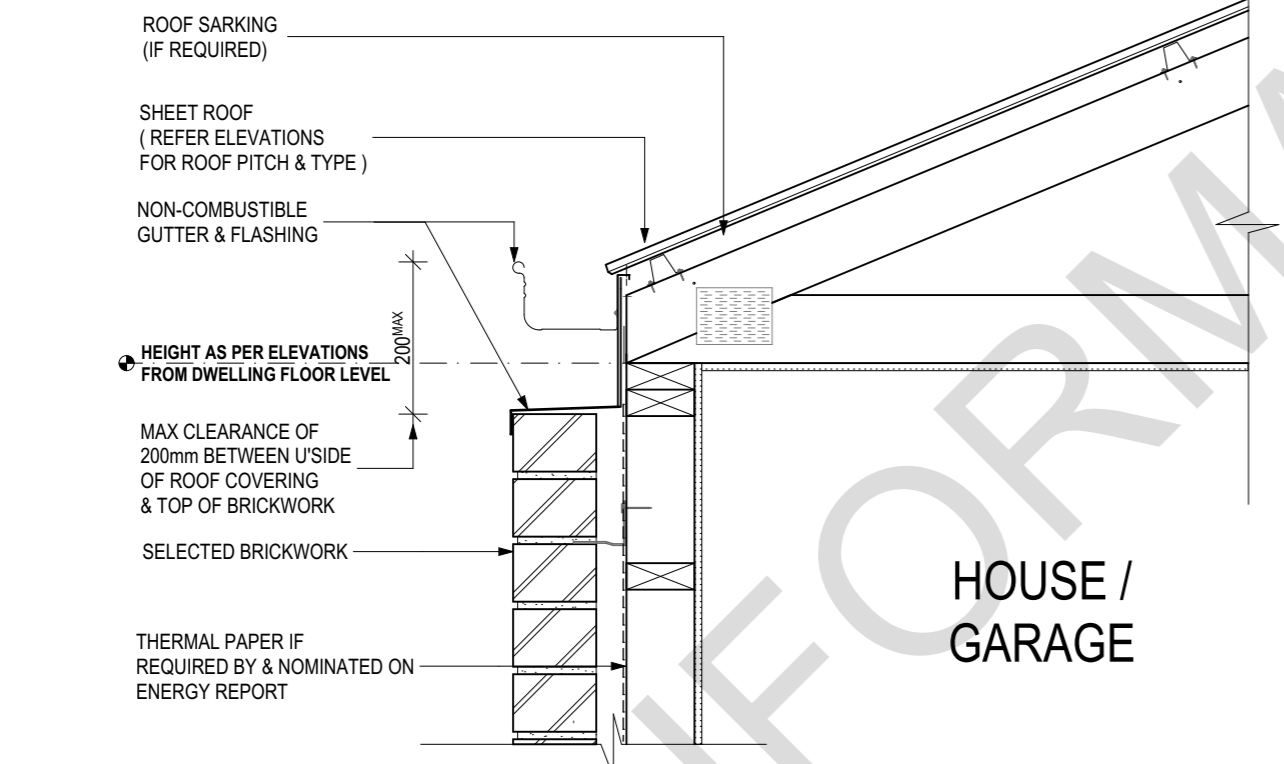
JOB No:  
**104977**



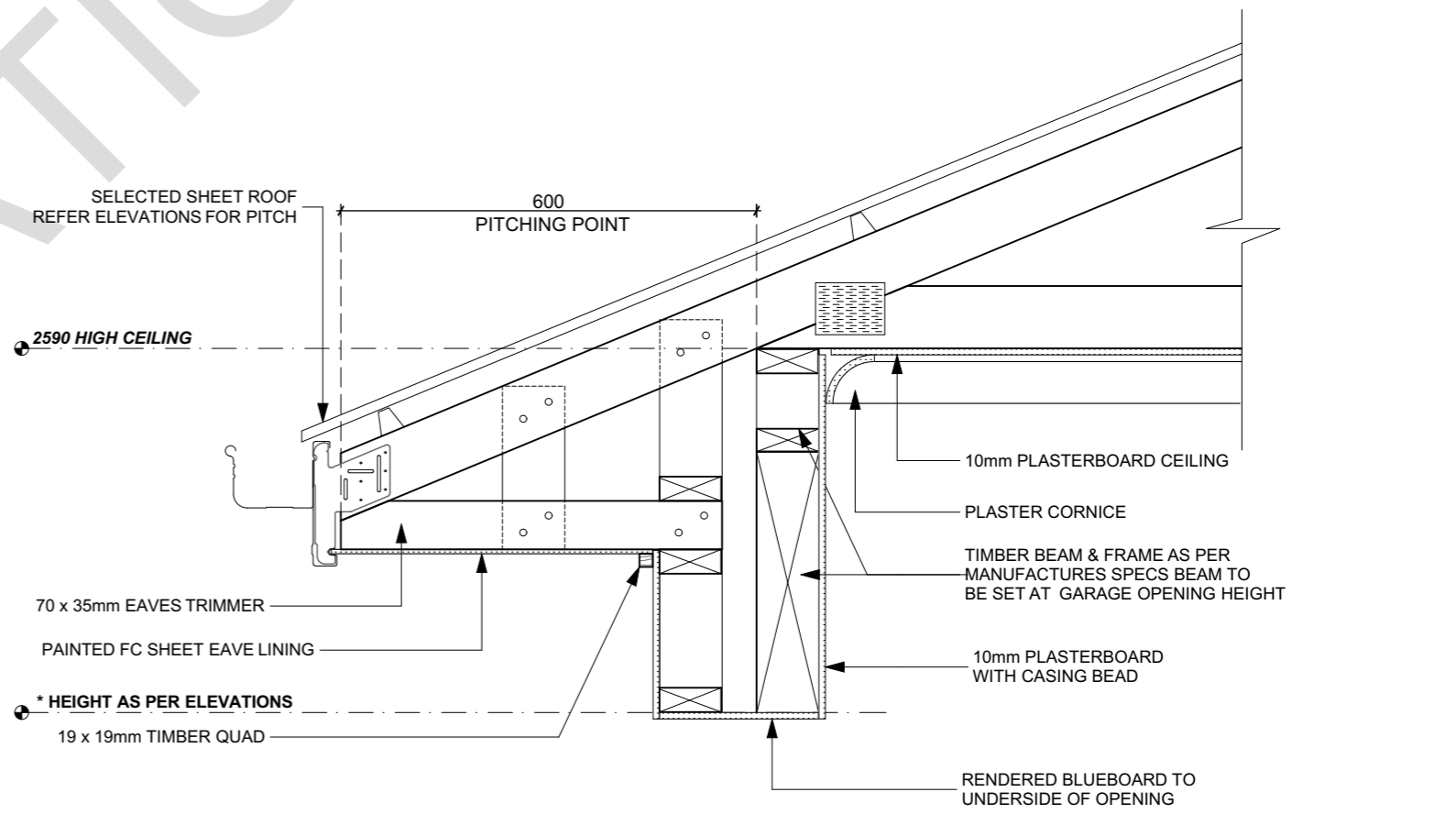
**FOOTING JUNCTION DETAIL BRICK VENEER (GARAGE)**  
1:10



**FOOTING JUNCTION DETAIL BRICK VENEER (DWELLING)**  
1:10



**FIRE SEPARATION DETAIL GUTTER ON BRICK - 2590mm HIGH CEILING**  
1:10

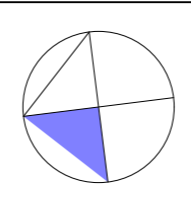


**GARAGE OPENING DETAIL - 450mm EAVE BEAM & RENDERED BLUEBOARD - 2590mm CEILING HEIGHT**  
1:10

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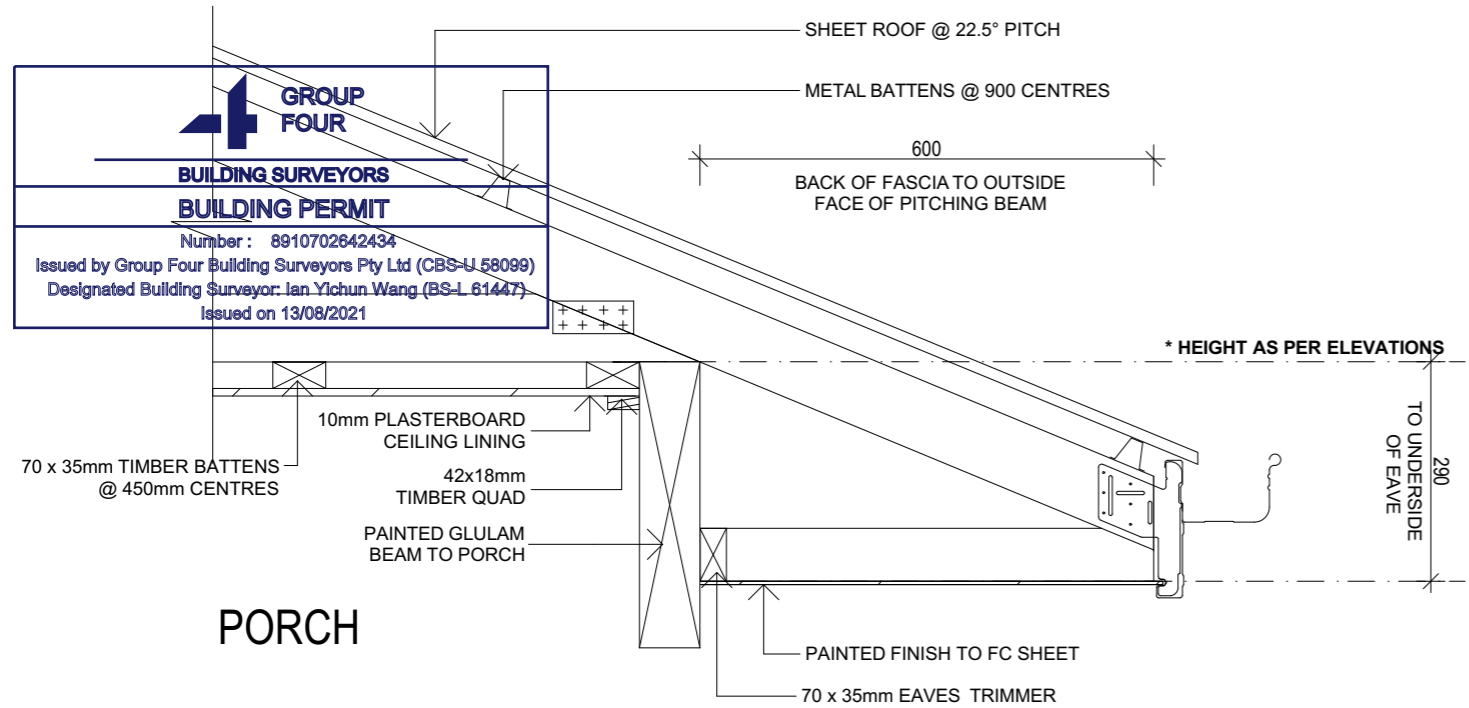
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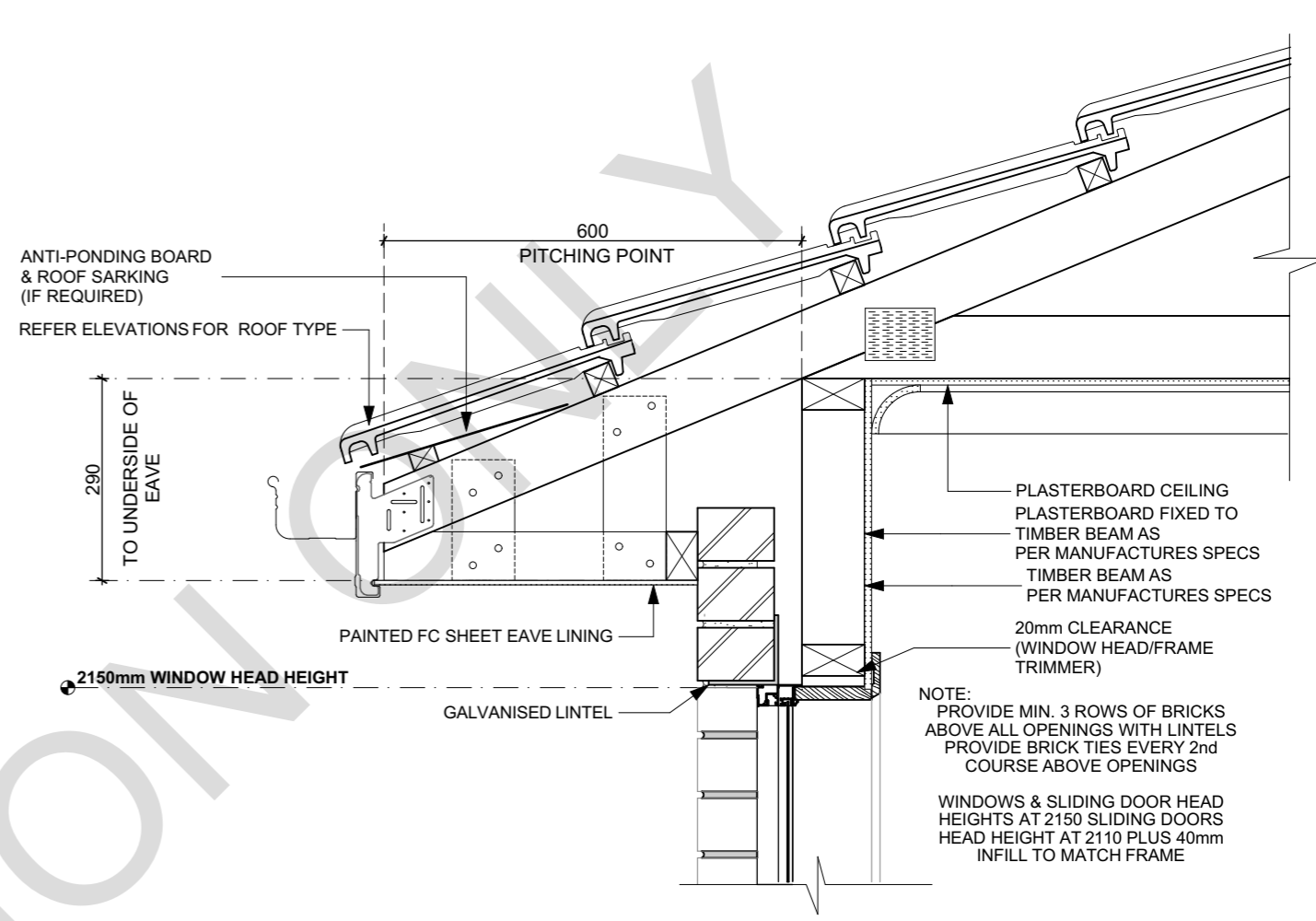
CLIENT:  
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LOT 908 (#37) CLAPHAM AVENUE  
WOLLERT, VIC 3750

DETAILS		MASTER DRAWING INFO:		SCALE:
HOUSE TYPE:	<b>EDISON 19</b>	DRAWN BY:	SJ	1:10
FACADE:	<b>VIVA 2.0</b>	REVISION:	A	DRAWING No:
		TYP HEIGHT:	25L	<b>D.5 OF D.8</b>
		ISSUED:	TBC	

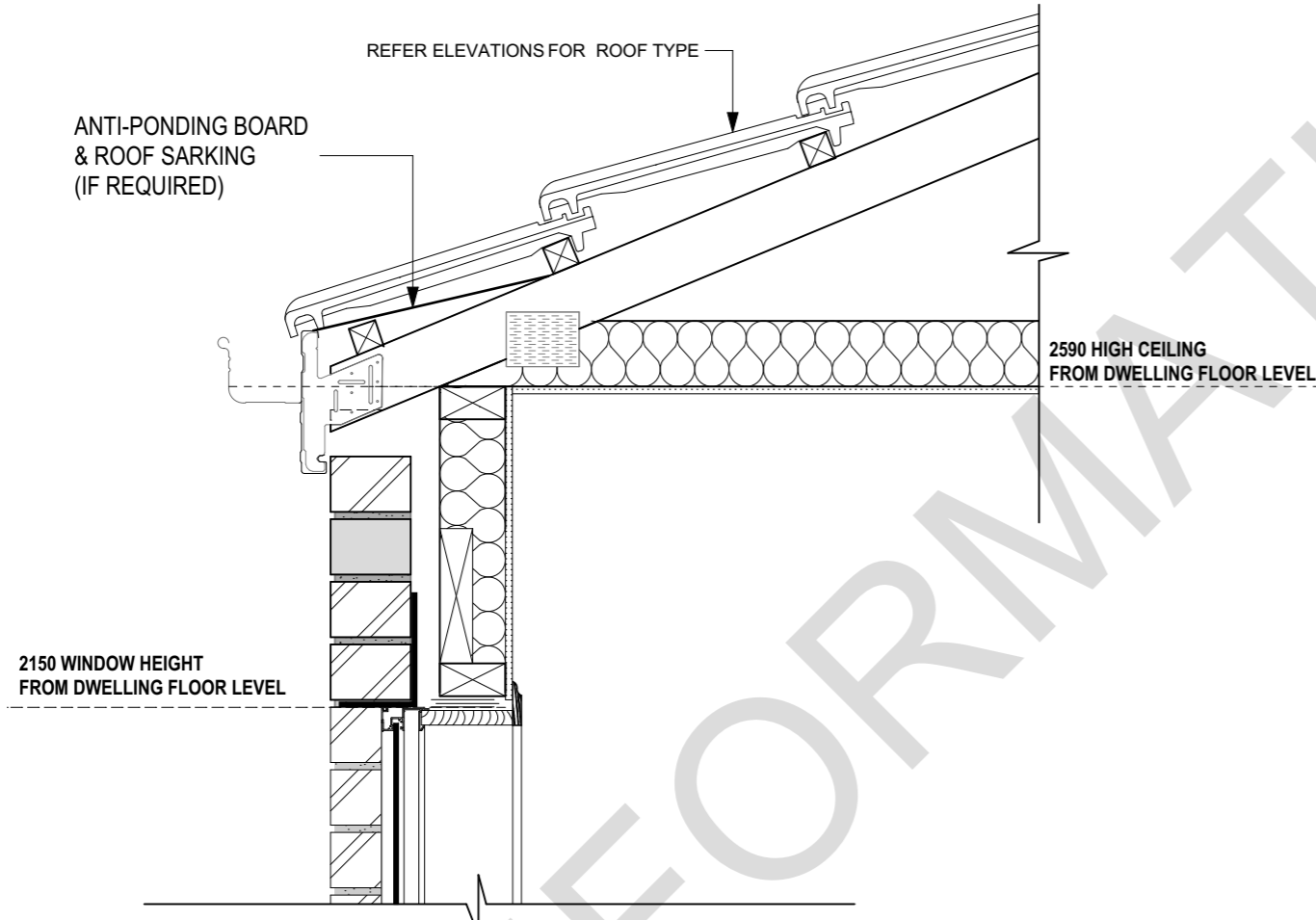


**PORCH**

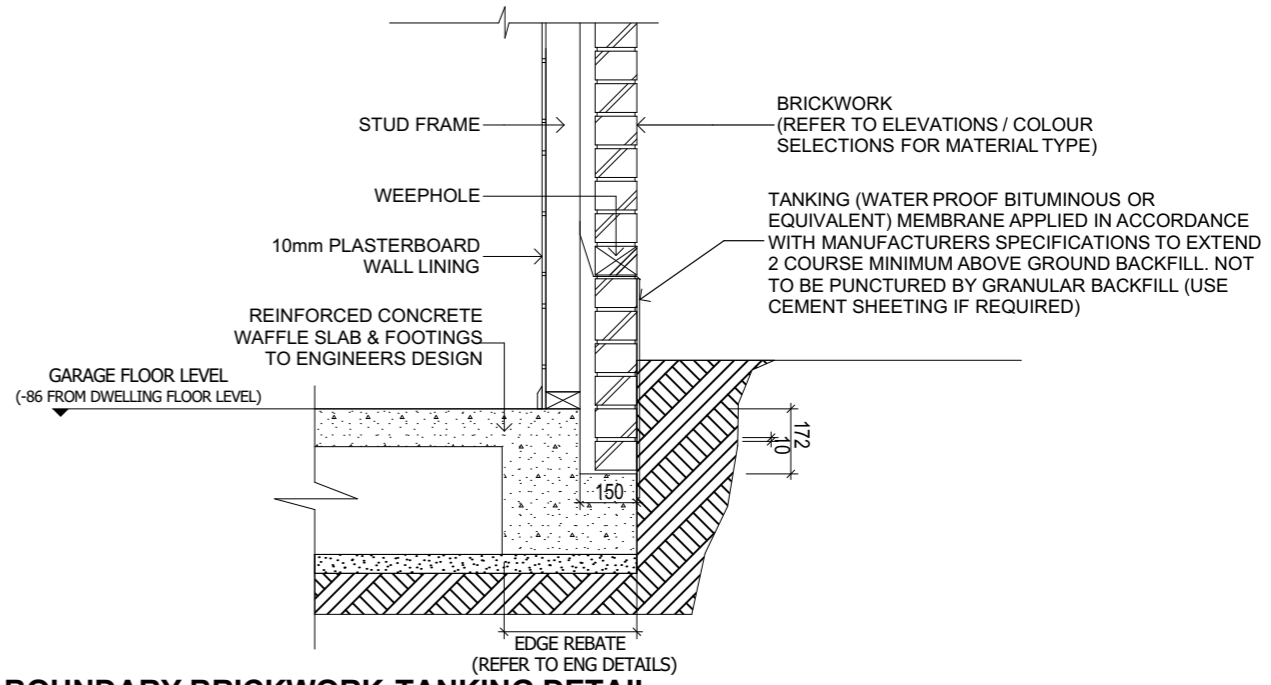
**PORCH DETAIL**  
1:10



**STANDARD WINDOW HEIGHT - 450mm EAVE BRICK VENEER - 2590mm HIGH CEILING**  
1:10



**STANDARD WINDOW HEIGHT - 0mm EAVE BRICK VENEER - 2590mm HIGH CEILING**  
1:10

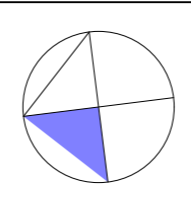


**BOUNDARY BRICKWORK TANKING DETAIL**  
1:20

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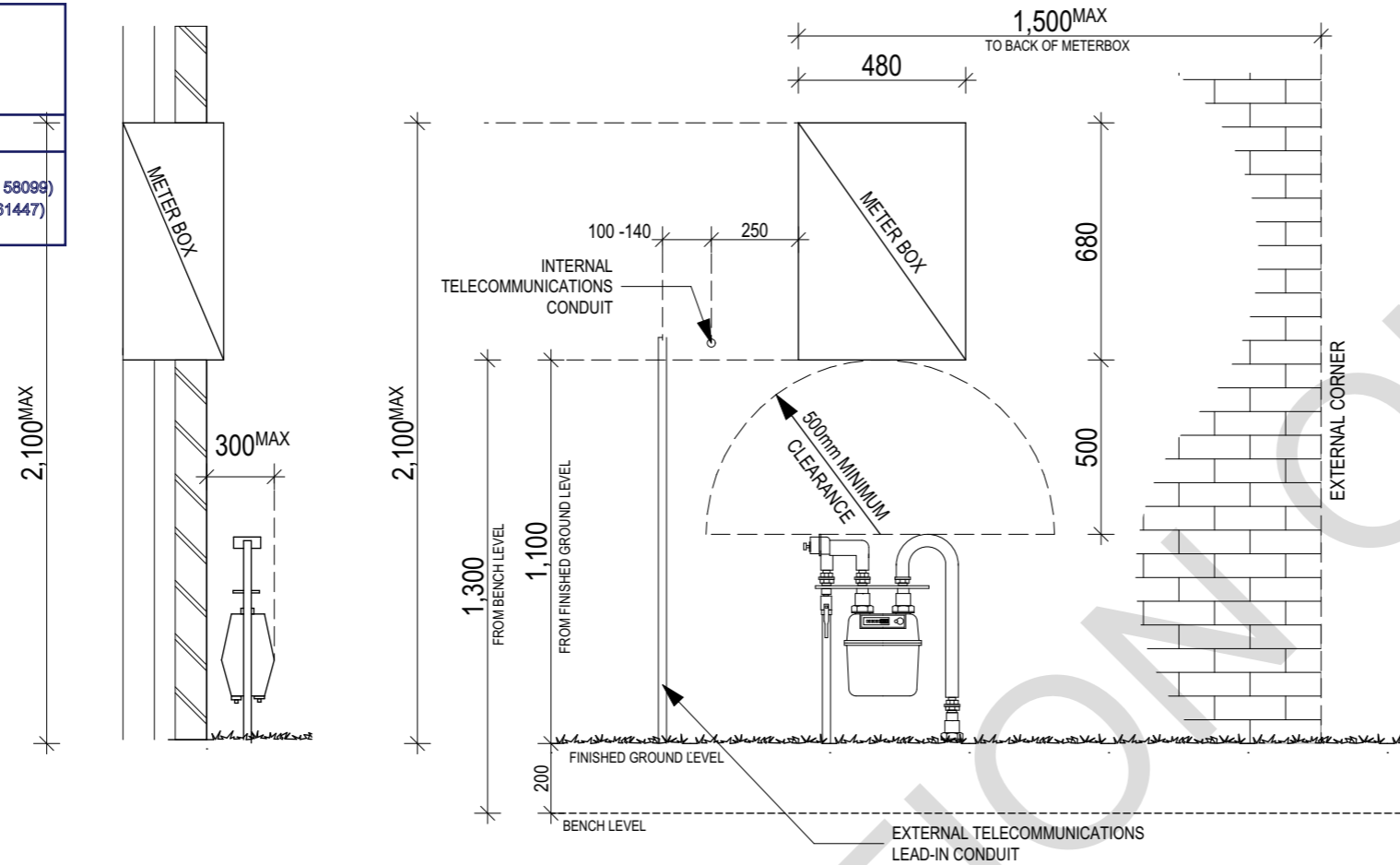
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DETAILS		HOUSE TYPE:	MASTER DRAWING INFO:	SCALE:	JOB No:
EDISON 19		VIVA 2.0	SCALE: 1:10, 1:20		<b>104977</b>
DRAWN BY: SJ	REVISION: A	TYP HEIGHT: 25L	ISSUED: TBC	DRAWING No:	<b>D.6 OF D.8</b>

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**BUILDING SURVEYORS**  
**BUILDING PERMIT**  
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 Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)  
 Issued on 13/08/2021

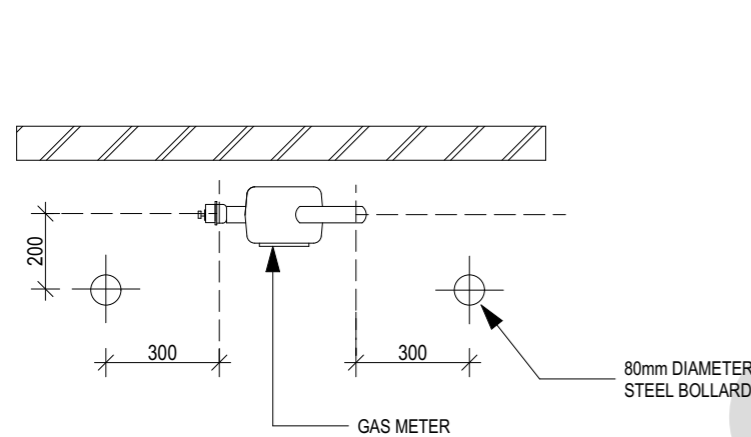


EXTERNAL LEAD IN CONDUIT TO BE 250mm MIN. FROM SERVICES INCLUDING:  
 - ELECTRICTY, GAS OR WATER METER  
 - WATER TAPS OR DOWNPIPES  
 - MIN. 1.5m SIDE CLEARANCE FROM GAS CYLINDERS

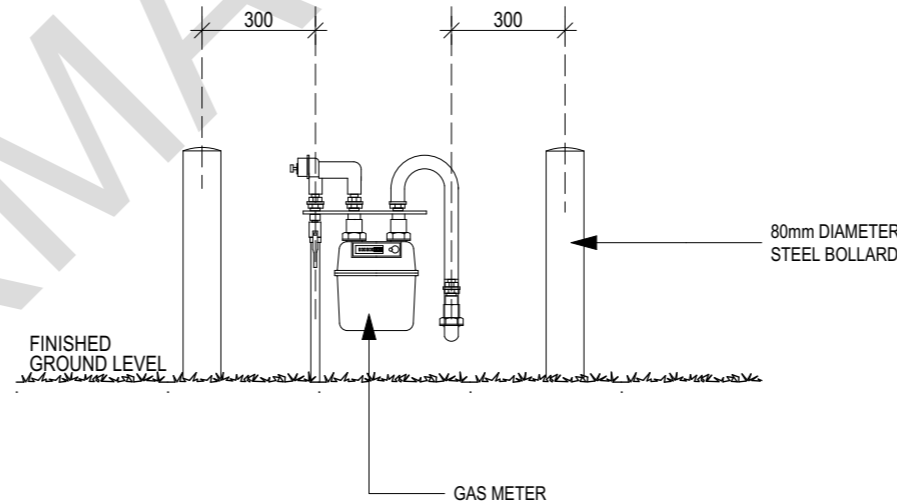
EXTERNAL LEAD-IN & INTERNAL CONDUIT ARE TO BE DELIVERED TO THE SAME LOCATION ADJACENT THE METERBOX AND SEPARATED HORIZONTALLY BY 100 - 140mm. HEIGHT ABOVE FINISHED GROUND LEVEL MUST BE GREATER THAN 300mm AND LESS THAN 1800mm.

EXTERNAL LEAD-IN CONDUIT TO BE SECURELY FIXED TO WALL USING CONDUIT SADDLES

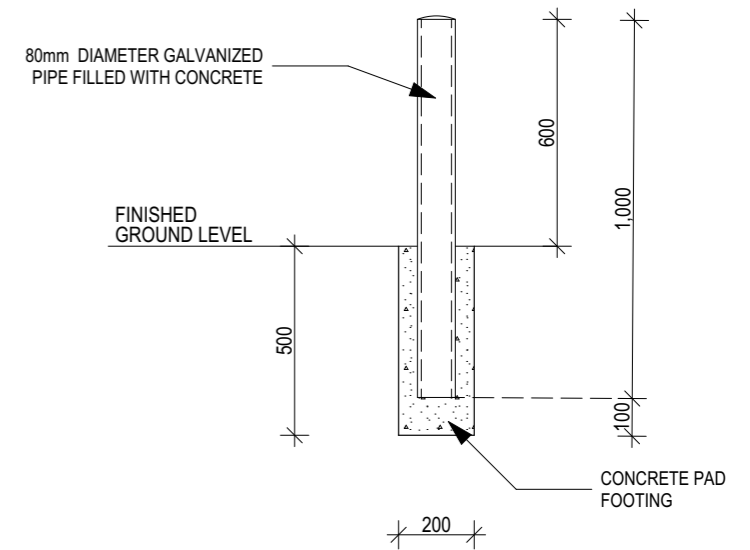
**STANDARD METERBOX LOCATION**  
 1:20



**PLAN VIEW**  
 BOLLARD LOCATION



**FRONT ELEVATION VIEW**

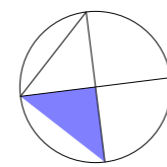


**SECTION VIEW**

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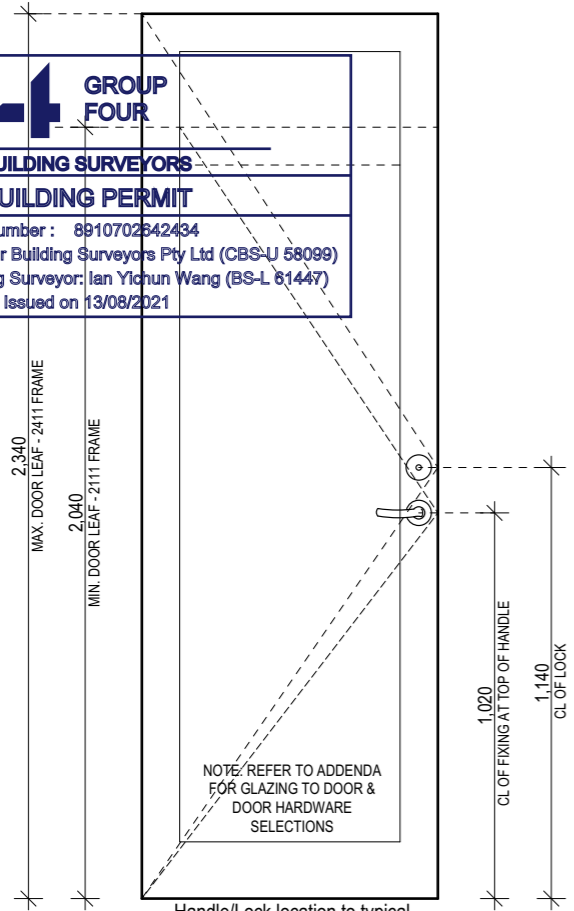
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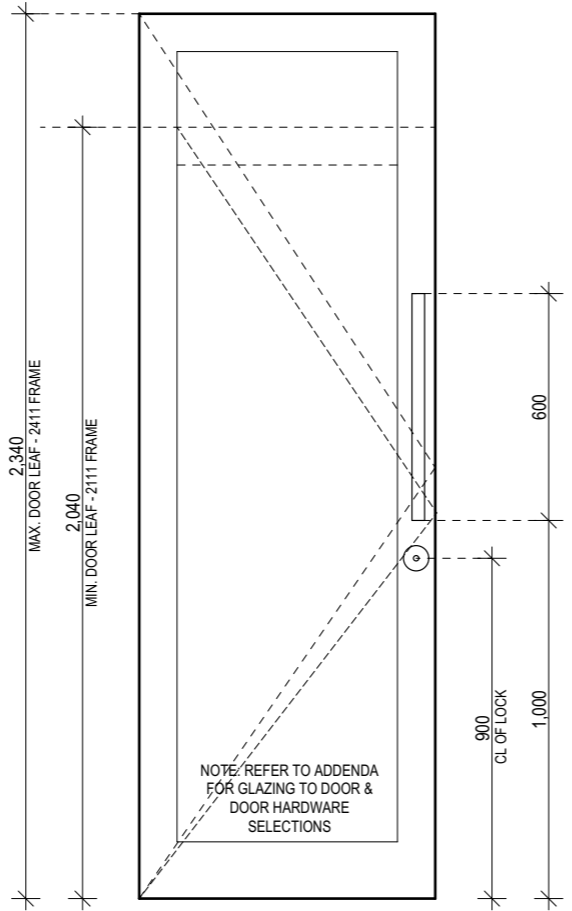
CLIENT:  
**J. L. G. WHITWELL**  
 LOT 908 (#37) CLAPHAM AVENUE  
 WOLLERT, VIC 3750

DETAILS		MASTER DRAWING INFO:		JOB No:
HOUSE TYPE: <b>EDISON 19</b>	DRAWN BY: SJ	REVISION: A	SCALE: 1:20	<b>104977</b>
FACADE: <b>VIVA 2.0</b>	TYP HEIGHT: 25L	ISSUED: TBC	DRAWING No:	<b>D.7 OF D.8</b>

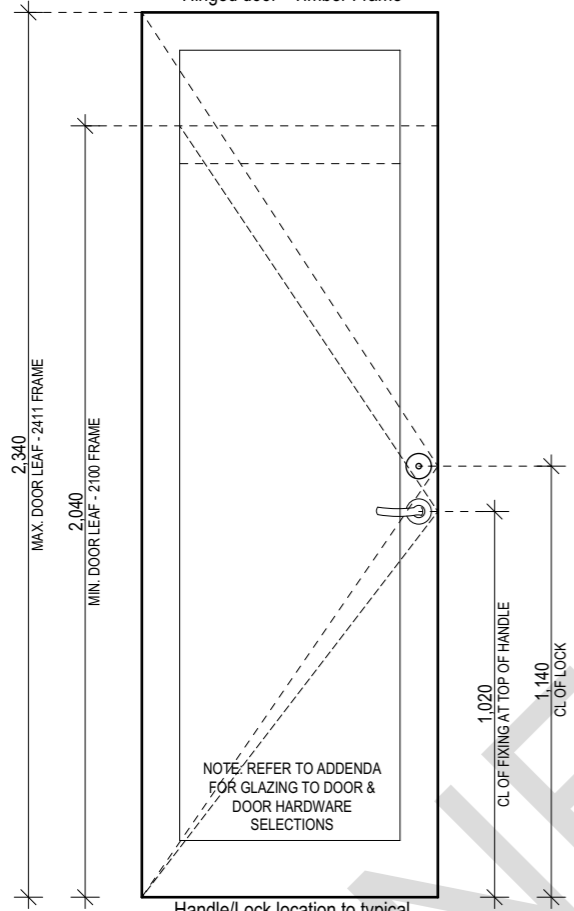
**GROUP FOUR**  
**BUILDING SURVEYORS**  
**BUILDING PERMIT**  
 Number: 8910702B42434  
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)  
 Designated Building Surveyor: Ian Yichun Wang (BS-L 81447)  
 Issued on 13/08/2021



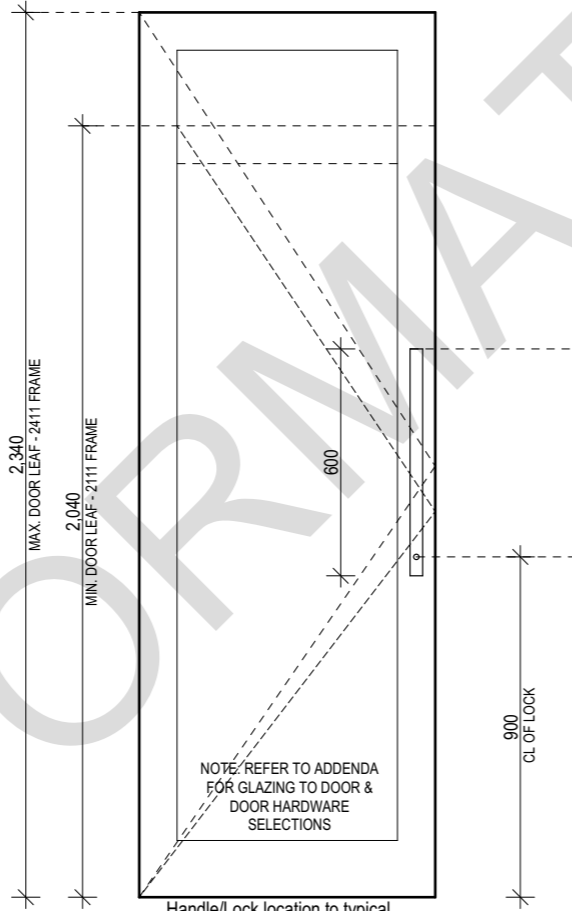
Handle/Lock location to typical Hinged door - Timber Frame



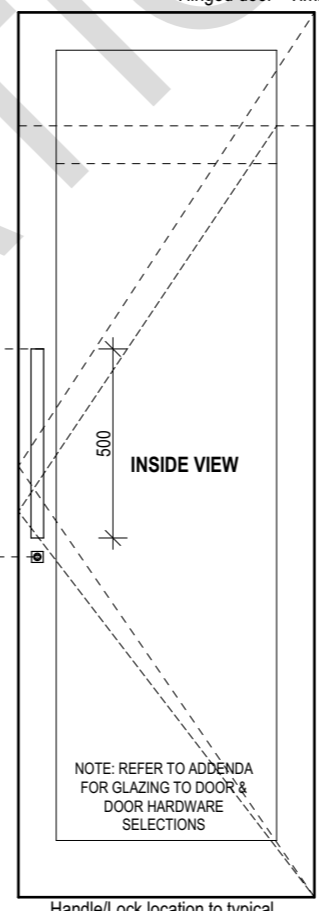
Handle/Lock location Nexion Vision Hinged door - Timber Frame



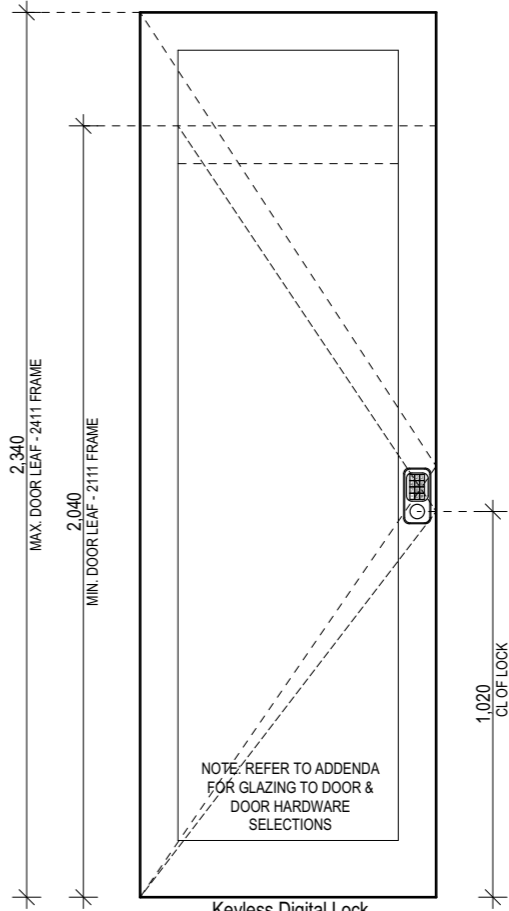
Handle/Lock location to typical Hinged door - Aluminium Frame



Handle/Lock location to typical Hinged door - Timber Frame Paradigm Pull handle lock set



Handle/Lock location to typical Hinged door - Timber Frame Paradigm Pull handle lock set



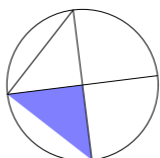
Keyless Digital Lock Hinged door - Timber Frame

**NOT TO SCALE**  
 DO NOT MEASURE OFF DETAIL.  
 PLEASE REFER TO DIMENSIONS FOR MEASUREMENTS

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STANDARD DOOR DETAILS			JOB No: <b>104977</b>
HOUSE TYPE: <b>EDISON 19</b>	MASTER DRAWING INFO:	SCALE: 1:20	DRAWING No: <b>D.8 OF D.8</b>
FACADE: <b>VIVA 2.0</b>	DRAWN BY: SJ	REVISION: A	
	TYP HEIGHT: 25L	ISSUED: TBC	

**Building Act 1993**

Section 238(1)(a)

**Building Regulations 2018**

Regulation 126

 <b>GROUP FOUR</b> <b>BUILDING SURVEYORS</b>
<b>BUILDING PERMIT</b> <b>CERTIFICATE OF COMPLIANCE FOR PROPOSED BUILDING WORK</b>
Number : 8910702642434 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099) Designated Building Surveyor: Ian Yichun Wang (BS-L 61447) Issued on 13/08/2021

**This certificate is issued to: RELEVANT BUILDING SURVEYOR**

This certificate is issued in relation to the building work at:

**Lot 908 Clapham Avenue, WOLLERT****Nature of building work**

Construction of a new building

**Building classification**

Dwelling - Class 1a

Garage - Class 10a

**Prescribed class of building work for which this certificate is issued:**

Design or part of the design of building work relating to structural matters

**Documents setting out the design that is certified by this certificate**

Document no.	Document date	Type of document	No. pages	Prepared by
21V1534 F1-F3 SDSM AJ1 TREE	02/08/21	Drawings	6	VHC (Aust) P.L.
21V1534	01/03/21	Site Investigation	12	VHC (Aust) P.L.

The design certified by the certificate complies with the following provisions of the Building Act 1993, Building Regulations 2018 or National Construction Code

Act, Regulation or NCC	Section, Regulation, Part, Performance Requirement or other provision
NCC – BCA 2019 Volume 2	Parts 2.1, 3.1.1, 3.1.3, 3.0, 3.3, 3.4

I directly supervised (as detailed under the Professional Engineers Registration Act 2019) the preparation of the design, or part of the design, set out in the documents listed above.

I certify that the design set out in the documents listed above complies with the provisions set out above.

I believe I hold the required skills, experience & knowledge to issue this certificate & can demonstrate this if requested to do so.

**Engineer**

Name: Robert W. van Heusden (For and on behalf of V.H.C. (Aust.) P.L.)

Address: PO Box 7021, Upper Ferntree Gully, VIC 3156

Email: engineering@vhc.com.au

Endorsed Building Engineer no.: PE0003240

Date of issue of certificate: 2/08/2021



ENSURE PERIMETER BEAM IS FOUNDED ON NATURAL GROUND OR SOLID ROCK – DEEPEN AS REQUIRED (OR PROVIDE PIERS)

- USE FLEXIBLE PLUMBING JOINTS TO ALLOW FOR THE DESIGN MOVEMENTS
- REFER DRAWING SDS1 FOR SITE DRAINAGE & SITE MAINTENANCE REQUIREMENTS

OWNER TO REFER TO 'TREE' DRAWING FOR IMPORTANT INFORMATION ON THE OWNER'S RESPONSIBILITY WHEN DEALING WITH ANY EXISTING or FUTURE NEARBY TREES

SLAB ON GROUND TO A.S.2870

SITE CLASSIFICATION : 'H2'

1. Refer SOIL REPORT # 21V1534

- Slab PLAN DIMENSIONS and details (eg floor step downs, recesses etc.) to be verified prior to construction by the builder checking the architectural drawings. All dimensions are in millimetres.
- SLAB ON GROUND – All details are to comply with the relevant sections of A.S.2870.
- SITE PREPARATION – The slab subgrade shall be scraped clear of grass, vegetation and organic matter.

TREATMENT AND SUPERVISION OF PLACEMENT OF FILL AFTER SOIL REPORT WAS CARRIED OUT MUST COMPLY WITH SOIL REPORT REQUIREMENTS

- The area within 2000mm of the edge of the slab shall be GRADED so that WATER WILL NOT POND against the slab.
- MOISTURE BARRIER – 0.2mm polyethylene moisture barrier to be well lapped and taped at joints. Care must be taken during construction to prevent puncture of the membrane.
- REINFORCEMENT – Slab fabric shall be placed with a top cover of 25mm (UNO) and lapped at least 225mm. Beam reinforcement shall have 50mm cover top and bottom, and lapped not less than 500mm. All reinforcement shall be supported on bar chairs at 1200mm maximum spacing.
- CONCRETE – Concrete shall be 20mPa grade (UNO) and 100mm slump.

THOROUGH CONCRETE COMPACTION USING NEEDLE VIBRATOR IN ALL BEAMS IS ESSENTIAL

- The concrete should be cured prior to placing any brickwork of major loads.
- All RE-ENTRANT CORNERS to have placed and tied to the underside of the recommended slab mesh one layer of 3/L11 TM or similar – 2000mm long.
- This design assumes that no service pipes exist at depths greater than the lateral distance from the footing (UNO).
- It is considered acceptable for structural grout to be applied to the slab edge beneath frame overhang/s less than 20mm.

THE OWNER'S ATTENTION IS DRAWN TO APPENDIX 'B' OF A.S.2870 "PERFORMANCE REQUIREMENTS AND FOUNDATION MAINTENANCE".

No responsibility shall be taken for this design unless the work is inspected and approved during construction.

REFER SHEET F2/F3 FOR DETAILS

IMPORTANT INFORMATION FOR EARTHWORKS CONTRACTORS

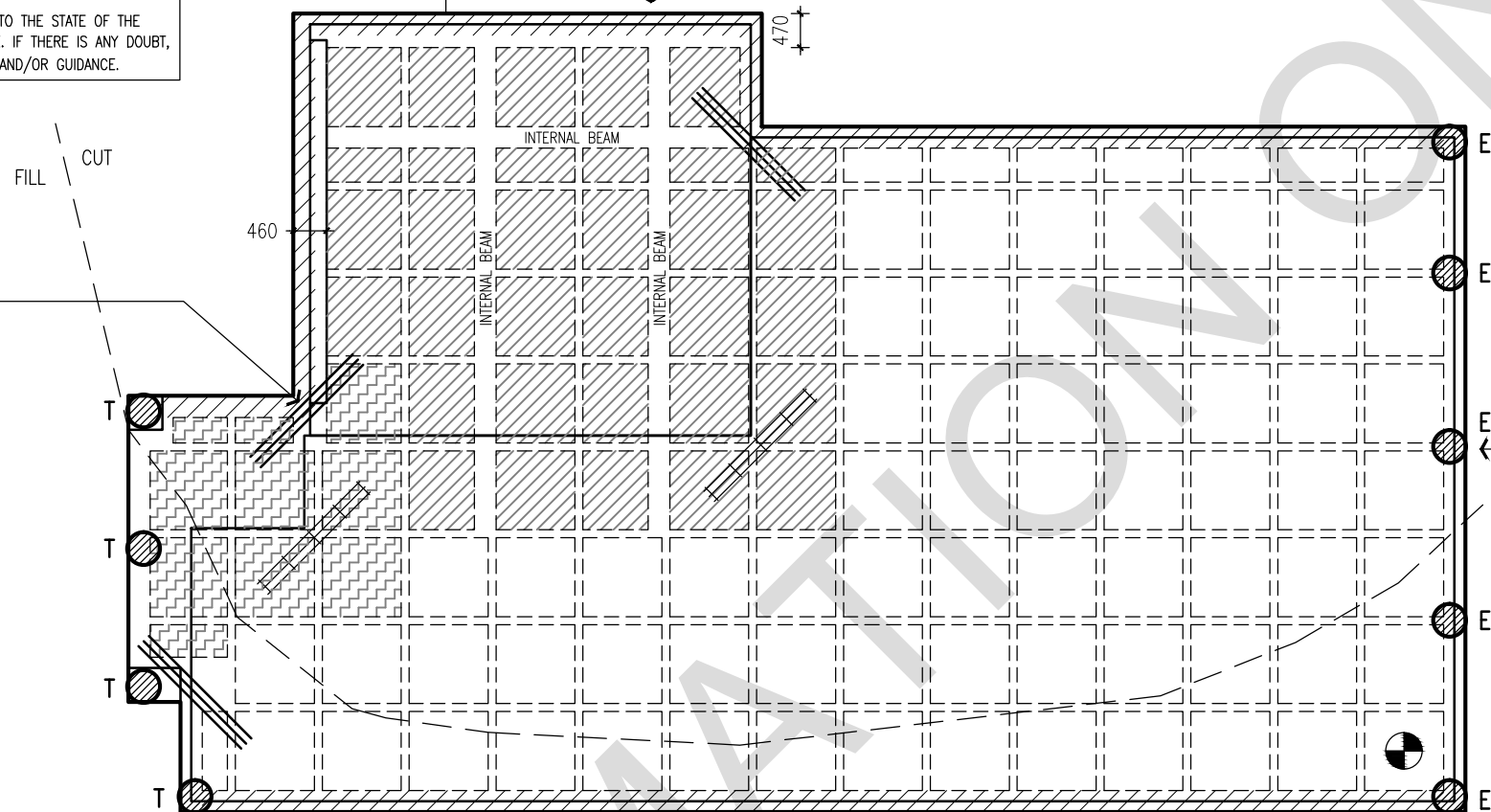
A GENERAL CAUTION AGAINST OVER-EXCAVATION OR CARELESSLY SCRAPING THIS SITE. THERE ARE CLOSELY PACKED/EMBEDDED FLOATERS PRESENT NEAR THE SURFACE THAT COULD GREATLY DISTURB THE SITE TO A SIGNIFICANT DEPTH IF THEY ARE ENCOUNTERED CARELESSLY BY EARTHMOVING EQUIPMENT. PREPARE & EXCAVATE THE SITE WITH CARE SO AS TO LIMIT THE LEVEL OF GROUND DISTURBANCE. THIS APPLIES TO SITE PREPARATION & PLUMBING INSTALLATION WORKS.

**BUILDING SURVEYORS**  
**BUILDING PERMIT**  
 Number: 8910702642434  
 Issued by Group: FOOTING RUNNING ALONG BOUNDARY  
 Designated Building Surveyor: [Name]

FOOTING RUNNING ALONG BOUNDARY (S.L.#1147) FOUNDED ON NATURAL GROUND. IN THE ADJACENT PROPERTY, IT IS REQUIRED TO STRENGTHEN THE SLAB FOOTING BY ADOPTING ADDITIONAL INTERNAL SLAB BEAMS WHERE MARKED ON SLAB LAYOUT, REINFORCEMENT AND BEAM WIDTH AS PER DETAIL ON SHEET F2. DO NOT INSTALL ANY DRAINAGE PIPES AT THE BOUNDARY/FOOTING INTERFACE.

THE OWNER MUST PERFORM ONGOING MONITORING AS TO THE STATE OF THE DRAINAGE ON THE ADJACENT PROPERTY IN THE FUTURE. IF THERE IS ANY DOUBT, THE OWNER IS TO CONTACT V.H.C. FOR CLARIFICATION AND/OR GUIDANCE.

TANKING TO GARAGE WALL IF REQUIRED REFER DETAIL SHEET F3



ZONE OF INFLUENCE AT APPROX. 800mm (CONTINUOUSLY DEEPENING BEAM TO SOLID ROCK IS AN ACCEPTABLE ALTERNATIVE TO PIERS – LIKELY OUTCOME)

- - 450dia BORED PIERS / 2400 nom crs
- FOUND PIERS AS PER SOIL REPORT WITH ABP = 200kPa (INSPECTION REQD)
- FOR EASEMENT, FOUND 200mm BELOW ZONE OF INFLUENCE & ADEQUATE MATERIAL\*
- 450dia BORED PIERS FOR TREE EFFECT
- FOUND PIERS AT 2.3M DEEP OR TO ROCK\* ABP ~ 250kPa (INSPECTION REQD)
- \* WHERE ROCK PREVENTS EXCAVATION OF BORED PIERS (WITHIN 2m OF SURFACE) THEN PIERS SHOULD BE CHANGED TO BE BACKHOE STYLE (1000L x 400W SLOTS), OR A CONTINUOUSLY DEEPEINED TRENCH TO SOLID ROCK.

- SITE MUST BE SCRAPED CLEAR OF ANY SOIL CONTAINING ORGANIC MATTER INCLUDING GRASS AND TREE ROOTS.
- PREPARE A LEVEL BENCH BY CUTTING OF CUT/FILLING.
- ANY FILL SHOULD BE PROPERLY COMPACTED AS PER CL 6.4.2(b) AS2870, MAX FILL DEPTH 300mm SO AS TO BE ABLE TO SUPPORT THE SLAB (ABP=50kPa) OR THE FILL MUST BE SUSPENDED OVER.
- SOFT AREAS IN THE BENCH MUST BE RECTIFIED IN ACCORDANCE WITH THE ENGINEER'S INSTRUCTION.
- SITE MUST BE WELL DRAINED. IT IS RECOMMENDED THAT AGRICULTURAL DRAIN OR SIMILAR IS PROVIDED AROUND THE UP-HILL SIDES OF THE BUILDING PRIOR TO CONSTRUCTION OF SLAB AND DISCHARGED VIA LPD.

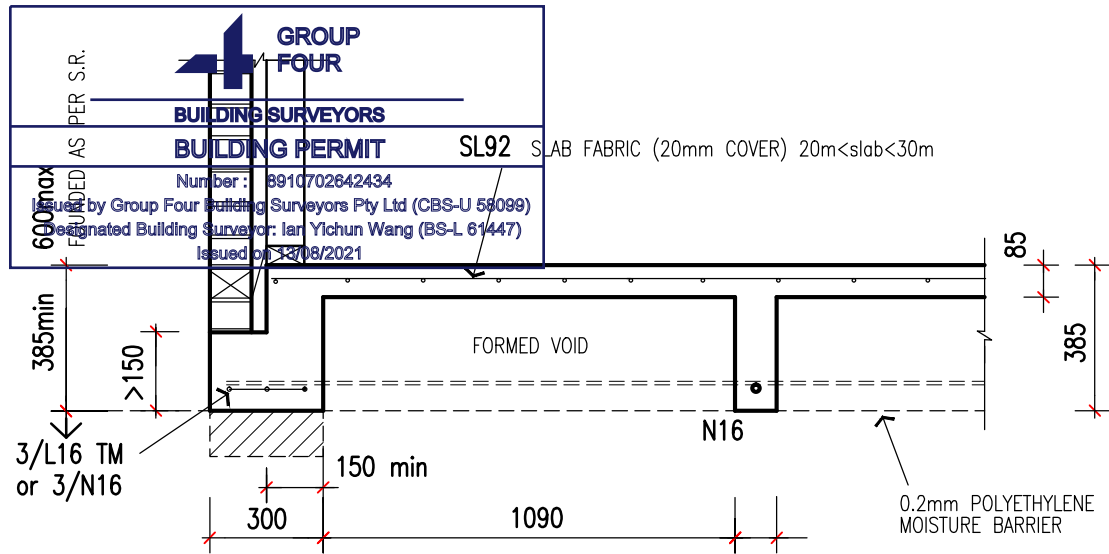
WAFFLE DETAILS	
Waffle Height:	300mm
Slab Thickness:	85mm
Internal Rib Width:	110mm
External Beam Width:	300mm
Stem Width min:	150mm
Total Slab Depth:	385mm UNO
REINFORCEMENT DETAILS	
Slab Fabric:	SL92
Internal Rib:	1-N16 (BOT)
External Beam:	3-L16 TM (BOT)

LEGEND	
●	DENOTES START POINT FOR POD SETOUT
▨	DENOTES POD SET DOWN (86mm) **
▩	DENOTES POD SET DOWN (172mm) **
▧	DENOTES POD EXTENSION (300 MAX.)
X	REMOVE SECTION OF POD BENEATH S4-S6 LOAD POINT. REFER BEAM LAYOUT
**	ALL STEPDOWNS TO BE CONFIRMED ON ARCHITECTURALS (HEIGHT & LOCATION)

OBTAIN 50mm OVER 1000mm FALL AWAY FROM FOOTINGS

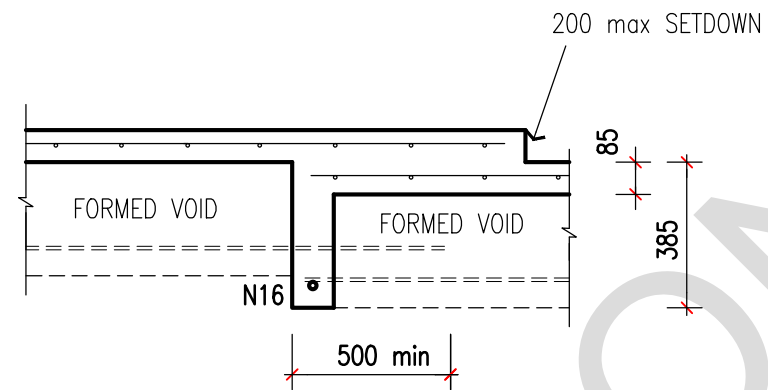
REFER ARCHITECTURAL PLANS FOR FINAL DIMENSIONS & STEPDOWN/REBATE DETAILS DETAILS ON THESE ENGINEERING DRAWINGS ARE FOR GUIDANCE ONLY AND MAY VARY FROM THOSE ADOPTED ON SITE

<p><b>VHC ENGINEERS</b>          ACCURACY   EXPERIENCE   ECONOMY   INTEGRITY          VHC (Aust) Pty Ltd (ACN 062 784 909) trading as VHC Engineers          PO Box 7021 UPPER FERNTREE GULLY 3156          Ph: (03) 9754 1111</p>	ISSUE DATE 02/08/21    DRAWN MT	THIS IS SHEET    OF    DRAWINGS REFERRED IN THE CONTRACT DATED    /    / SIGNED BY THE OWNERS ..... SIGNED BY THE BUILDER .....	<b>PROPOSED FOOTING LAYOUT</b> <b>FOR:</b> ABN Group (VIC) <b>SITE:</b> LOT 908 CLAPHAM AVENUE WOLLERT PROJECT / DRAWING No. 21V1534    F1			
	SCALE 1:100					
	<table border="1"> <thead> <tr> <th>REVISIONS No.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			REVISIONS No.	DATE	DESCRIPTION
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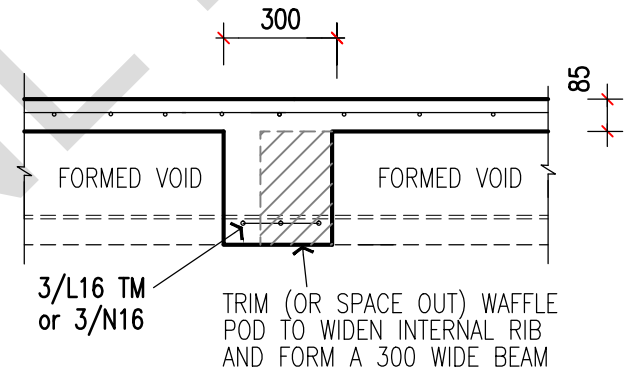


### SLAB ON GROUND DETAIL – "H2" (TYPE 4-2)

ENSURE PERIMETER BEAM IS FOUNDED ON NATURAL GROUND OR SOLID ROCK – DEEPEN AS REQUIRED (OR PROVIDE PIERS)  
 USE FLEXIBLE PLUMBING JOINTS TO ALLOW FOR THE DESIGN MOVEMENTS



### SETDOWN DETAIL – LAP

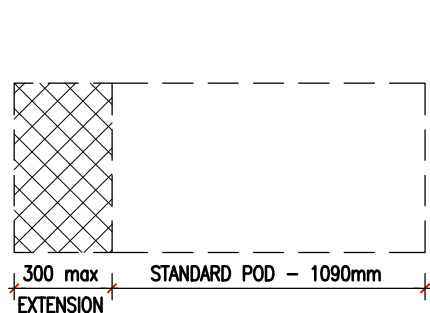


### INTERNAL BEAM DETAIL

SLAB ON GROUND TO A.S.2870

SITE CLASSIFICATION : 'H2'

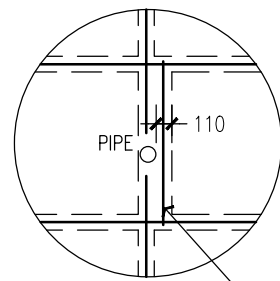
Refer SOIL REPORT # 21V1534



DUCT TAPE EXTENSION TO STANDARD POD TO FIX

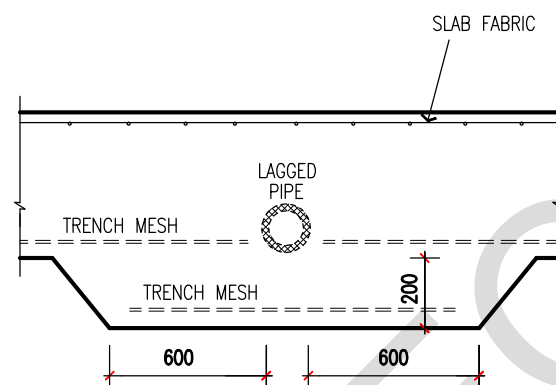
### WAFFLE POD EXTENSION DETAIL

REFER PLAN FOR LOCATIONS



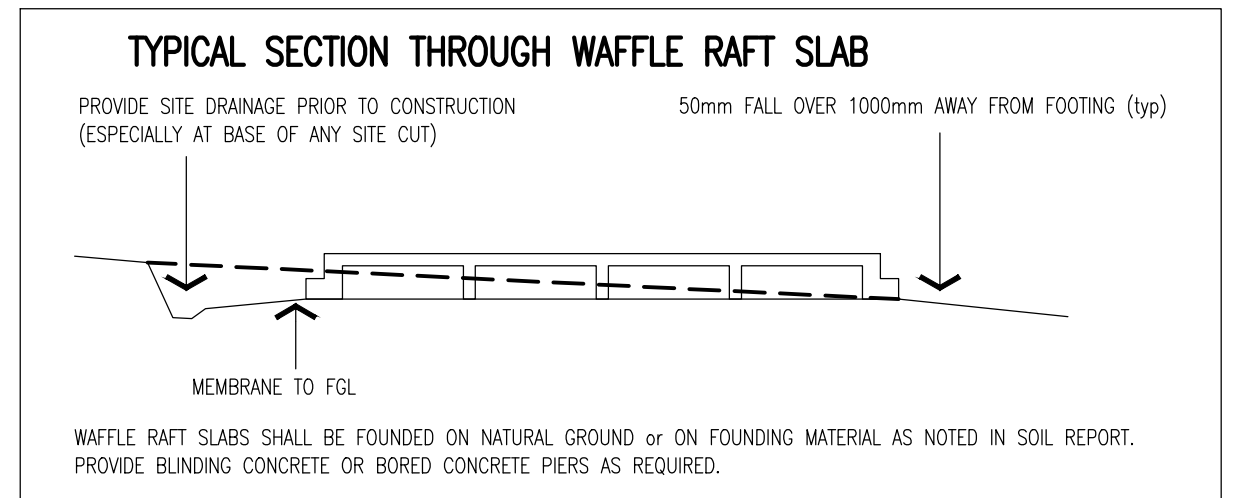
ADDITIONAL N12 BAR TO BOTTOM  
 ADDITIONAL N12 BAR TO TOP (U/S OF MESH)

### DETAIL FOR PLUMBING PENETRATION IN BEAM



### PIPE THROUGH PERIMETER BEAM

MINIMUM 40mm LAGGING – ENSURE NO GAPS



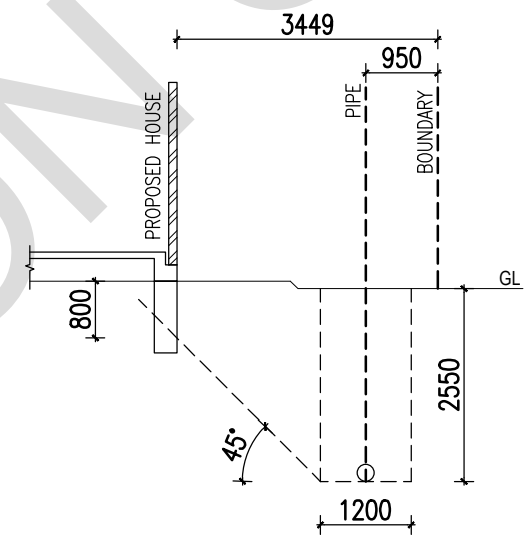
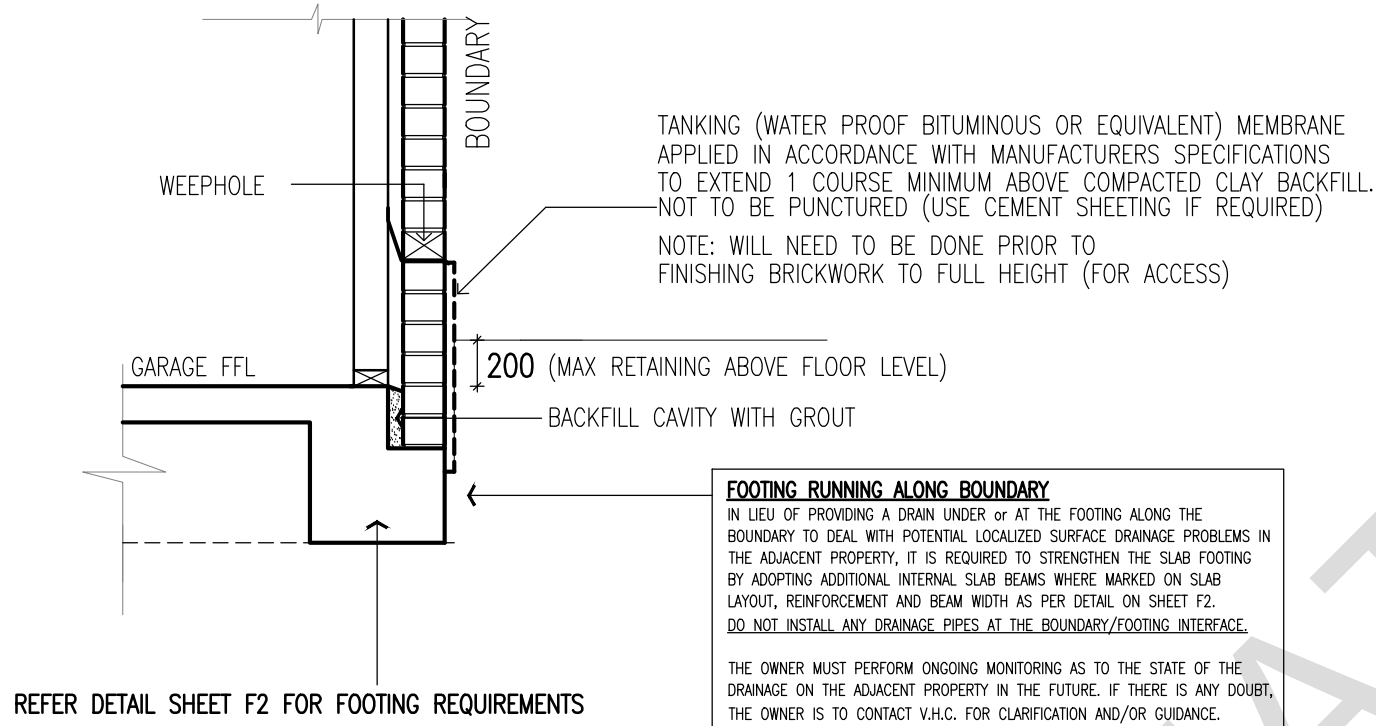
REFER SHEET F1 FOR LAYOUT & NOTES

REFER ARCHITECTURAL PLANS FOR FINAL DIMENSIONS & STEPDOWN/REBATE DETAILS  
 DETAILS ON THESE ENGINEERING DRAWINGS ARE FOR GUIDANCE ONLY AND MAY VARY FROM THOSE ADOPTED ON SITE

<p><b>VHC ENGINEERS</b>          ACCURACY   EXPERIENCE   ECONOMY   INTEGRITY          VHC (Aust) Pty Ltd (ACN 062 784 909) trading as VHC Engineers          PO Box 7021 UPPER FERN TREE GULLY 3156 Ph: (03) 9754 1111          18/69 Acacia Rd., FERN TREE GULLY 3156 Email: design@vhc.com.au</p>	ISSUE DATE 02/08/21	DRAWN MT	THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT DATED / / SIGNED BY THE OWNERS ..... SIGNED BY THE BUILDER .....	<b>PROPOSED FOOTING DETAILS</b> <b>FOR:</b> ABN Group (VIC) <b>SITE:</b> LOT 908 CLAPHAM AVENUE WOLLERT PROJECT / DRAWING No. 21V1534 F2
	SCALE NTS			
	REVISIONS			
	No.	DATE	DESCRIPTION	

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SLAB ON GROUND	TO A.S.2870
SITE CLASSIFICATION : 'H2'	
Refer SOIL REPORT # 21V1534	



INFORMATION SUPPLIED BY ABN

**SEWER PIPE DETAILS:**  
 SIZE: 150dia.  
 DEPTH: 2.55m  
 OFFSET: 0.95m

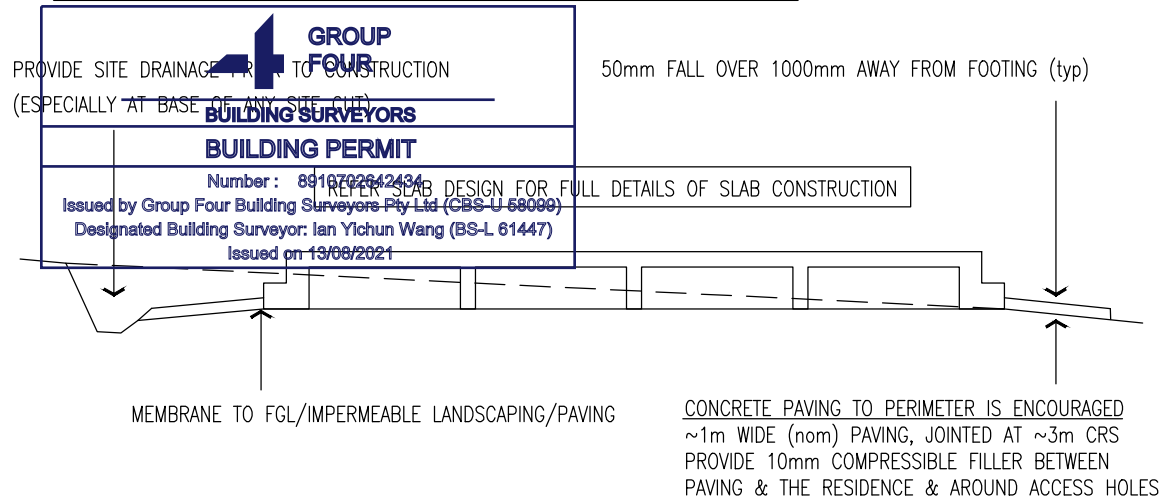
**TANKING TO GARAGE WALL ADJACENT TO BOUNDARY**  
 IF REQUIRED – DETERMINE ON SITE

REFER SHEET F1 FOR LAYOUT & NOTES

REFER ARCHITECTURAL PLANS FOR FINAL DIMENSIONS & STEPDOWN/REBATE DETAILS  
 DETAILS ON THESE ENGINEERING DRAWINGS ARE FOR GUIDANCE ONLY AND MAY VARY FROM THOSE ADOPTED ON SITE

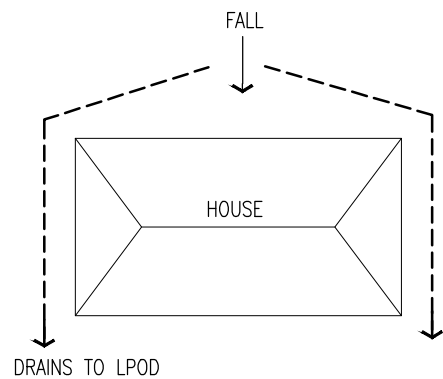
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	SCALE NTS			
	REVISIONS No. DATE DESCRIPTION			
18/69 Acacia Rd., FERNTREE GULLY 3156 Email: design@vhc.com.au				

## TYPICAL SECTION THROUGH SLAB & BUILDING PLATFORM

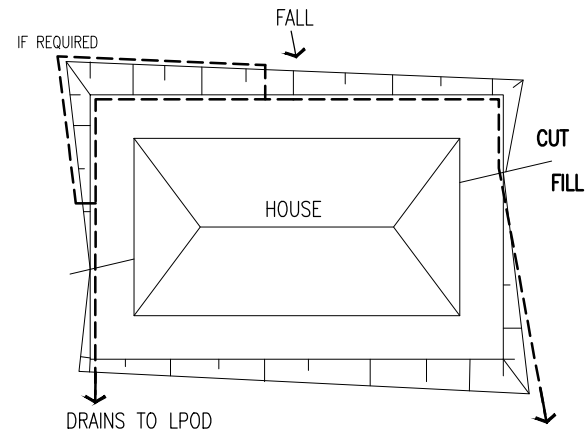


## SCHEMATIC SITE PLANS SUB-SURFACE DRAINAGE

### (A) SITES WITH SLIGHT TO NO FALL

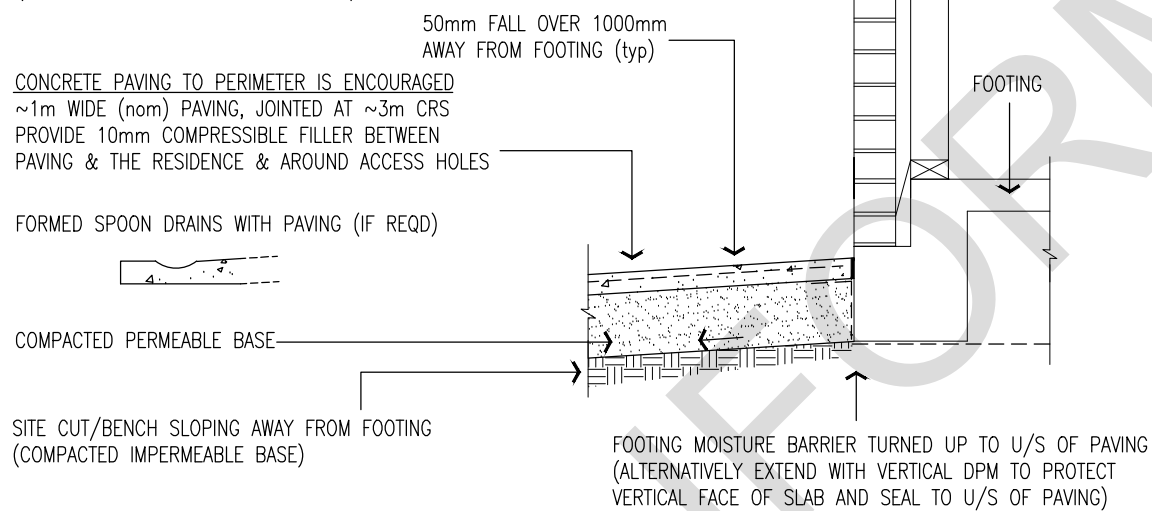


### (B) SITES WITH FALL 1:10 (>400mm CUT)



## TYPICAL SECTION THROUGH FOOTING EDGE

(REFER AS2870'11 FOR ALTERNATIVES)



## SITE DRAINAGE REQUIREMENTS – CONSTRUCTION STAGE

The Geotechnical Report has recommended the use of a certain Footing that is appropriate for this site. While making this recommendation it has been assumed that certain site drainage requirements (as per AS2870'11 & BCA) have been met. During the construction of the footing the following site drainage requirements are listed as being part of the Final Footing Design by VHC Engineers.

- MUST PREVENT WATER PONDING** AGAINST OR NEAR THE FOOTING
- The ground in the immediate vicinity of the perimeter footing shall be graded to a **FALL OF 50mm (min) AWAY FROM THE FOOTING OVER A DISTANCE OF 1000mm (1:20)** and shaped to prevent ponding of water (this includes the ground uphill from the footing on a cut/fill site). If 1000mm is not possible due to the site boundary the 50mm min fall away from the footing is to be maintained over the available distance.
  - where filling is placed adjacent to the building, the filling shall be compacted and graded to ensure drainage of water away from the building
- ALL COLLECTED STORMWATER MUST BE DISCHARGED TO A LPOD.**
- SURFACE DRAINAGE** of the site shall be controlled from the start of the site preparation and construction; surface drainage includes surface water run-off and building water (roof/floor/concrete) run-off
  - all water run-off shall be controlled at all times
  - use temporary downpipes to collect water from the roofed building frame
  - when silt pits are used to gather surface water from areas adjacent to the footings, these silt pits are to be at least 1000mm away from the footing and connected to the stormwater system with solid pipe
  - stormwater drains shall be at least 90mm and have a minimum fall of 1:100 and 100mm cover under the soil and/or paved areas
  - Inspection Openings should be provided at each pipe connection point and at a nominal spacing of 10m
  - avoid undermining the footing with any trenches or pipes or pits
- SUB-SURFACE DRAINAGE** is required to remove any unwanted ground water by means ~90mm slotted pipe in a 300mm wide trench (min fall of 1:100), base of the trench is filled with 10mm crushed rock or similar covering the slotted pipe.
  - AG drains must NOT be installed within 1500mm from any footing.
  - AG drains must be installed at the base of all site cuts that exceed 400mm in height, along the high side of a sloping site and possibly along the low side of a sloping site along the boundary. To be connected to stormwater system via a silt pit.
  - AG drains to be laid approx. 200mm into undisturbed Clay or compacted Clay.
- AC condensers, HWS overflow, water tanks and adjoining properties are all potential sources of **UNWANTED WATER**. This water must be controlled and directed to the LPOD. Possible water impacting the site from an adjoining property, especially if there is a footing on or near a boundary must be addressed. Localised footing strengthening is to be considered during construction ILO drainage that may jeopardise the footings.
- GRATED DRAINS** may be utilised in a paved area (eg driveway/garage interface) where the paving necessarily slopes towards the house or garage. Spoon drains may also be used in conjunction with a paved surface.
- The ground beneath a **TIMBER DECK** must be graded so that the area beneath the deck is above the adjacent finished ground level to prevent ponding.
- ALL TRENCHES** must be dug at a similar grade as the pipes the trenches house.
  - all trenches must generally slope away from the footings
  - trenches must be "clay plugged" or concreted when passing perpendicularly under any part of the footing and on any slotted pipe side of a connection pit
  - all trenches within 1500mm of any footing must be effectively sealed from surface water, with at least the top 300mm of the trench filled with local Clay compacted to an impermeable top layer. Approved moisture barrier use with trenches is an option.
  - concrete paving is advised over any trenches within 1000mm of any footing.
- FLEXIBLE PLUMBING JOINTS** are required for H1/H2/P sites to allow for expected vertical ground movements (refer Geotechnical Report). The joints must be set at the midway point when installed & must also incorporate swivel joints in the system
  - drains emerging from under the footing require the flexible joint to be within 1m of the outside of the perimeter footing
  - installation, location and number of joints to comply with manufacturer's specs
- PLUMBING PENETRATING THE FOOTING** must be avoided where practicable. If unavoidable then the pipe must pass through the middle third of the footing depth and lagging to the pipe provided (40mm thick H2/E sites).

## HOME OWNER'S RESPONSIBILITY

In order to protect the house and its footing from unwanted distress in the future, the owner is responsible for and must always provide the following around the perimeter of the house:

- proper landscaping
- proper maintenance
- "safe" gardens

The objective of this proper landscaping, proper maintenance and having "safe" gardens is to minimize the variation in soil moisture levels around the footings that could lead to excessive soil movement and possible distress of the house and its footing.

It is assumed that the owner will always provide ongoing attention and, if required, quick remedial response to the above mentioned requirements. This assumption has formed part of the final Engineering Design and construction of the house and its footing.

In order to keep the construction of the footing affordable it is considered reasonable to detail and construct a footing that with the proper landscaping and maintenance requirements will perform adequately.

### 1. PROPER LANDSCAPING

The 2m strip of land around the full perimeter of the house is the crucial area that must be properly landscaped. This area must slope away from the house and its footings. Further requirements to this area include :

- for each 1m of strip there must be at least 50mm of fall away from the house
- this area must have a solid base that will drain water away from the house
- preferably paved (with paving also sloping away from the house)
- no garden beds present up against the house and its footings
- water from all outdoor taps, rain water tank overflows, hot water service overflows and air conditioner drip lines must all be drained into a suitable pit.

With the area around the perimeter sloping away from the house it will be necessary to provide open spoon drains and/or pits to take the water from the sloped area to a legal point of discharge on the property. These drains are to be more than 1.5m away from the house. All rain water hitting the ground/paving must be controlled and kept away from the footing.

Where the perimeter around the house is restricted by boundaries then special care must be taken. Consult with the neighbour and the Builder for advice to make sure that proper landscaping takes place.

### 2. PROPER MAINTENANCE

Leaking downpipes, sewers, gutters, water pipes and drains can adversely impact the site around the house. Unwanted water is a threat to the long term performance of the house and its footing. Blocked drains, gutters, downpipes and drainage pits can also prevent or hinder the drainage of storm water away from the house.

Regular inspections and ongoing maintenance must be carried out to repair pipes and drains and/or prevent any blockages.

### 3. "SAFE" GARDENS

Safe gardens avoid having garden beds within 1.5m of the house or its footings.

Safe garden watering must be controlled and not excessive.

Safe gardens don't contain trees that could possibly threaten the house or its footing.

Generally trees that potentially grow taller than the distance the trees are away from the house should be avoided or removed. Consult an Arborist if there is any doubt as to whether the existing tree(s) will have any impact on the house or its footings. The Arborist may recommend the use of a tree root barrier to protect the house from the impact of the tree(s).

After the construction of the house is completed by the builder, the house is then passed over into the care of the owner. From that time on it will be the responsibility of the owner to keep the property in a serviceable condition by following the above mentioned requirements.

#### Important Reading and further reference:

- The Geotechnical Report, Footing Design and Builder's Drawings for the house.
  - CSIRO: Foundation Maintenance & Footing Performance: A Homeowner's Guide (BTF 18)
- Please contact VHC Engineers to discuss any questions concerning the home owner's responsibilities.



VHC (Aust) Pty Ltd (ACN 062 784 909) trading as VHC Engineers  
 PO Box 7021 UPPER FERNTREE GULLY 3156  
 Ph: (03) 9754 1111

18/69 Acacia Rd., FERNTREE GULLY 3156  
 Email: design@vhc.com.au

ISSUE DATE 02/08/21

DRAWN MT

SCALE NTS

STANDARD NOV 2014

REVISIONS

No. DATE DESCRIPTION

REFER GEOTECHNICAL REPORT 21V1534

REFER FINAL FOOTING DESIGN 21V1534 F1

IF THERE IS ANY DOUBT AS TO ANY OF THE LISTED REQUIREMENTS OR IF DETAILS CONFLICT BETWEEN ARCHITECTURAL AND ENGINEERING DRAWINGS; THEN THE ENGINEER MUST BE IMMEDIATELY CONTACTED. DO NOT PROCEED WITH CONSTRUCTION UNTIL CLARIFICATION/APPROVAL IS OBTAINED FROM ENGINEER.

FINAL DRAINAGE REQUIREMENTS MUST BE CONFIRMED AFTER SITE PREPARATION

**SITE DRAINAGE AND SITE MAINTENANCE**

**FOR:** ABN Group (VIC)

**SITE:** LOT 908 CLAPHAM AVENUE  
 WOLLERT

PROJECT / DRAWING No. 21V1534 SDSM

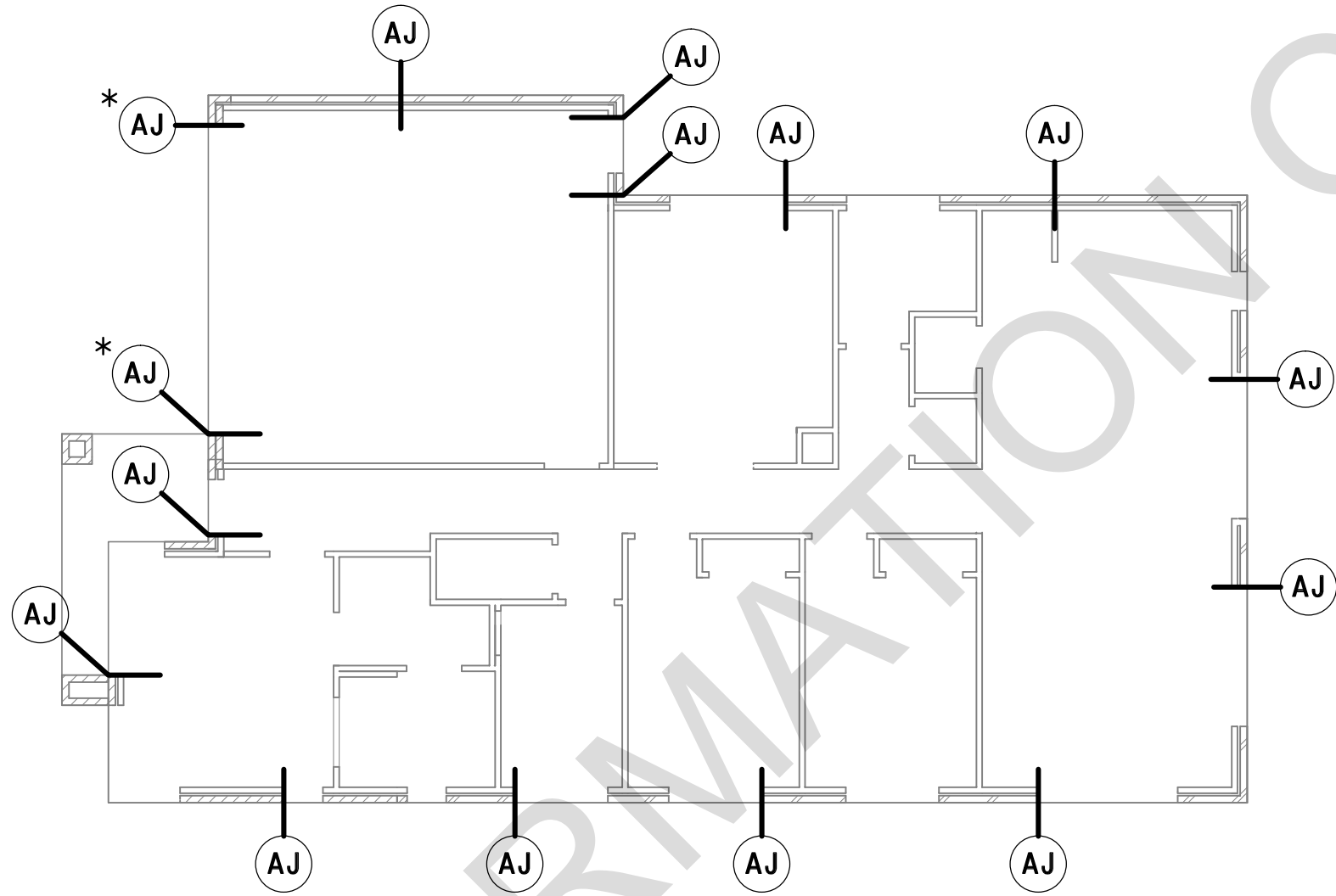
PROVIDE BRICKWORK TIES TO FRAME BOTH SIDES OF ALL ARTICULATION JOINTS. TIE AS PER BCA.

NOTE: ARTICULATION JOINTS ARE TO CONTINUE UP SIDE/S OF WINDOW/DOOR WHERE APPLICABLE

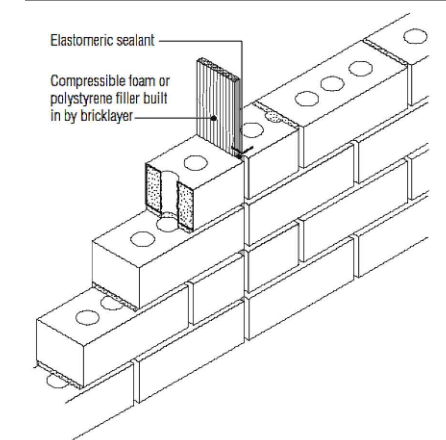
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 Issued on 13/08/2021

**AJ** GROUND FLOOR ARTICULATION JOINT

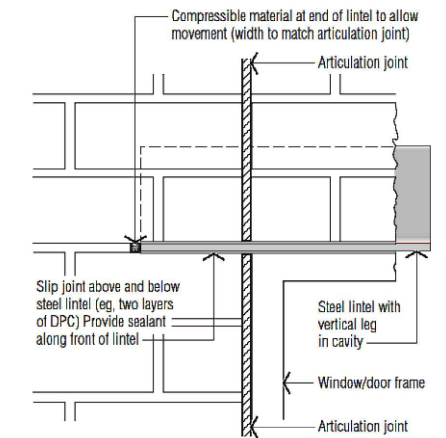
1. INSTALLED AS PER BCA & CCAA TN61
2. ENSURE GAP TO ALLOW BRICK PANEL MOVEMENT. ENSURE ALL MORTAR IS REMOVED FROM GAP.
3. FILL GAP AS PER TN61
4. PROVIDE BRICK TIES TO FRAME BOTH SIDES OF A.J. TIES AS PER BCA.
5. EXTENDABLE ANCHORS ACROSS THE A.J. AT LOCATIONS AS NOTED IN THE BCA AND TN61 (eg. DOUBLE BRICK TO BRICK VENEER)
6. KEY A.J. LOCATIONS ARE AS FOLLOWS:
  - SINGLE TO DOUBLE STOREY CONSTRUCTION
  - DOUBLE BRICK TO BRICK VENEER
  - BOTH SIDES OF LARGE OPENINGS ~3600mm
  - BOTH SIDES OF LINTELS WITH 2 BRICK COURSES
  - AT 4m-6m CENTRES, EVENLY SPREAD
  - AT 2m-4m FROM EXTERNAL CORNERS



**AJ\*** ARTICULATION JOINT OR LIGHT CLAD



TYPICAL ARTICULATION JOINT (MASONRY VENEER)



TYPICAL ARTICULATION JOINT AT LINTEL

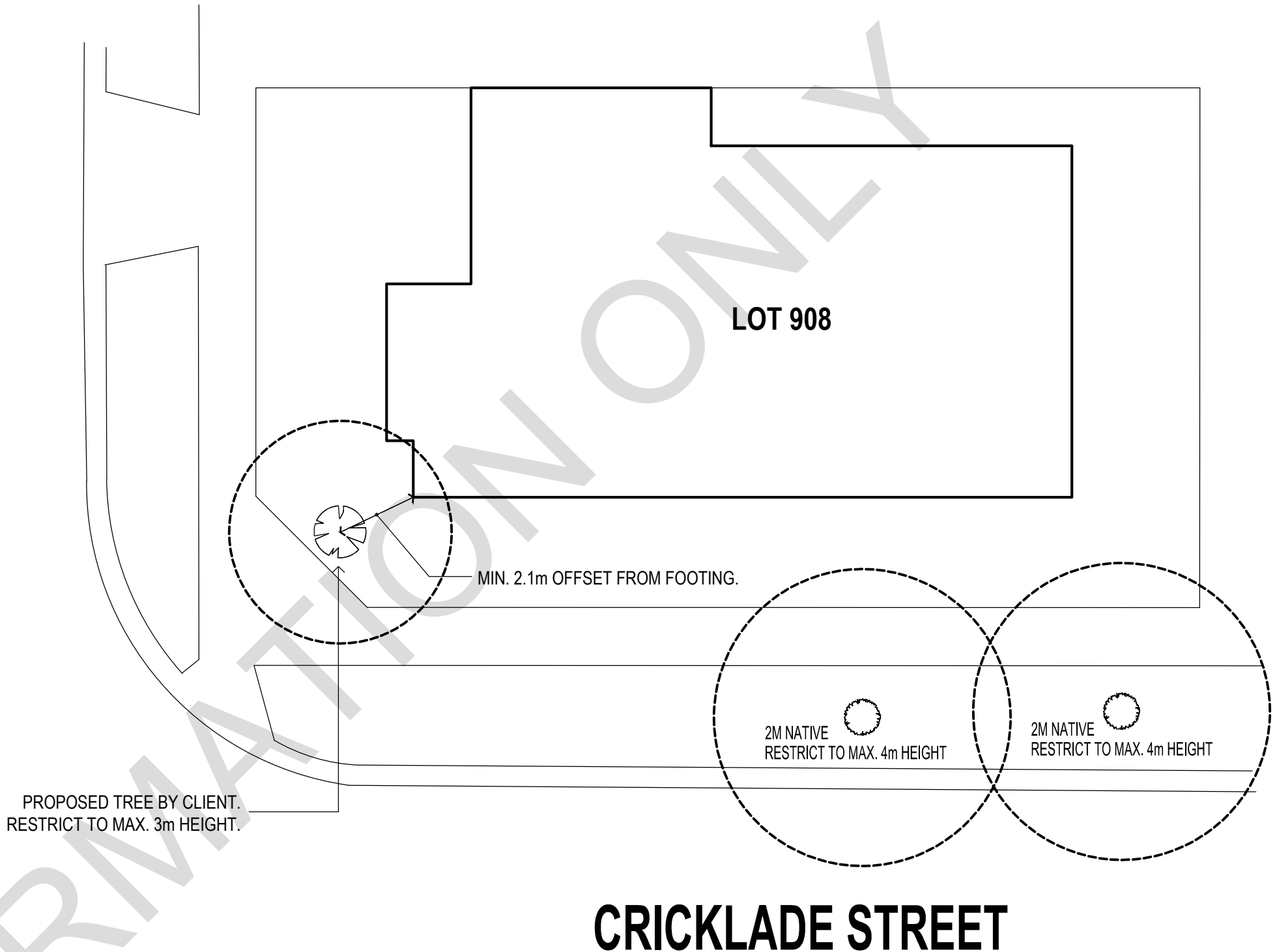
FINAL LOCATIONS TO BE CONFIRMED BY ARCHITECTURAL CONSTRAINTS

\*\*\* ALL DIMENSIONS AS PER ARCHITECTURAL DRAWINGS AND TO BE VERIFIED ON SITE \*\*\*

<p><b>VHC ENGINEERS</b>                  ACCURACY   EXPERIENCE   ECONOMY   INTEGRITY                  VHC (Aust) Pty Ltd (ACN 062 784 909) trading as VHC Engineers                  PO Box 7021 UPPER FERNTREE GULLY 3156                  Ph: (03) 9754 1111</p>	ISSUE DATE 02/08/21    DRAWN MT	THIS IS SHEET    OF    DRAWINGS REFERRED IN THE CONTRACT DATED    /    / SIGNED BY THE OWNERS ..... SIGNED BY THE BUILDER .....	<p><b>PROPOSED ARTICULATION JOINT LAYOUT</b>  <b>FOR:</b> ABN Group (VIC)  <b>SITE:</b> LOT 908 CLAPHAM AVENUE                  WOLLERT                  PROJECT / DRAWING No. 21V1534    AJ1</p>			
	SCALE 1:100					
	<table border="1"> <thead> <tr> <th>REVISIONS No.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			REVISIONS No.	DATE	DESCRIPTION
REVISIONS No.	DATE	DESCRIPTION				

**GROUP FOUR**  
**BUILDING SURVEYORS**  
**BUILDING PERMIT**  
 Number : 8910702642434  
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)  
 Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)  
 Issued on 13/08/2021

**CLAPHAM AVENUE**



PROPOSED & EXISTING TREE(S) MAY BE A FUTURE PROBLEM IF ALLOWED TO GROW IN EXCESS OF THEIR NOMINATED HEIGHT(S).

RECOMMEND THE OWNER MONITORS NOMINATED NEARBY TREE(S) OVER THE COMING YEARS AND EITHER RESTRICT THEIR HEIGHT or CONSULT AN ARBORIST FOR FURTHER INFORMATION AS TO WHETHER THE TREE(S) WILL HAVE ANY IMPACT ON THE HOUSE OR ITS FOOTINGS.


AT THIS POINT IN TIME THE SLAB AS DETAILED CAN DEAL WITH THE NOMINATED TREE(S) AT NOMINATED HEIGHT/S MARKED ON DRAWING.

ANY TREE/S NOT SHOWN ON THIS DRAWING ARE NOT DESIGNED FOR.

TREES IN ROAD RESERVES AND OPEN SPACES ARE THE RESPONSIBILITY OF THE LOCAL COUNCIL AUTHORITY AND SHOULD BE UNDER A COUNCIL'S TREE MAINTENANCE PROGRAM. COUNCIL SHOULD BE CONTACTED IF THESE TREES GROW BEYOND THE NOMINATED HEIGHT.

REFER TO VHC SOIL REPORT #21V1534 FOR FURTHER INFORMATION - IF UNSURE CONTACT VHC FOR CLARIFICATION.

PROPOSED TREE BY CLIENT.  
RESTRICT TO MAX. 3m HEIGHT.

 <p><b>VHC ENGINEERS</b> ACCURACY   EXPERIENCE   ECONOMY   INTEGRITY</p> <p><small>VHC (Aust) Pty Ltd (ACN 062 784 909) trading as VHC Engineers        PO Box 7021 UPPER FERNTREE GULLY 3156        Ph: (03) 9754 1111</small></p>	ISSUE DATE 02/08/21    DRAWN MT	<b>PROPOSED MEASURE FOR TREES</b> <b>FOR:</b> ABN Group (VIC) <b>SITE:</b> LOT 908 CLAPHAM AVENUE WOLLERT PROJECT / DRAWING No. 21V1534    TREE					
	SCALE    NTS		THIS IS SHEET    OF    DRAWINGS REFERRED IN THE CONTRACT DATED    /    /				
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REVISIONS No.	DATE	DESCRIPTION					



**BUILDING SURVEYORS**

Residential **BUILDING PERMIT** Phone

(03) 9754 1111

DATE 01 MARCH 2021

Geotechnical **Number : 8910702842434** Fax

(03) 9754 1222

PROJECT NO.: 21V1534

Structural **Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)** Email

soils@vhc.com.au

**Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)**  
Issued on 13/08/2021

**PROJECT : LOT 908, CLAPHAM AVE., WOLLERT**  
**CLIENT : ABN GROUP (VIC), 81 LORIMER ST., DOCKLANDS 3008**

**1. COMMISSION**

Conduct a foundation investigation so as to classify the above-mentioned site and recommend footing systems in accordance with the Australian Standard A.S.2870-2011 "Residential slabs and footings".

**2. BUILDING AND SITE DESCRIPTION**

The proposed development is the construction of a modern residential building. The proposed construction site is on the south side of the street and is sloping by approx. 1:35 towards the west. Site drainage is poor. The natural soil types are mainly Clay, the local Geology being mainly Quaternary Basalts.

**3. TESTING PROGRAMME**

The soil profile was tested at 3 locations as shown in the attached log sheet. Disturbed samples were collected (generally using a powered auger) and hand classified. When necessary, soil strengths of cohesive soils were measured using a Vane Shear Apparatus and non-cohesive soils using a Dynamic Cone Penetrometer.

**4. FINDINGS**

The soil profiles and insitu test results are shown in the log sheets (refer Appendix B).

**5. IMPORTANT NOTATIONS**

**5.1** Due to soil layer variations, this report provides a description of the RECOMMENDED FOUNDATION MATERIAL, where possible, as a guide as to the correct FOUNDATION DEPTHS outside the test sites. These depths will change if the site is cut and/or filled.

**5.2** In all cases the foundation soil chosen should have a similar consistency and strength to that recommended but need not be of the same type. If any significant variation in Foundation Depth is noted during footing construction, i.e. 200 mm or more, V.H.C. must be consulted. Some allowance should be made for the removal of organic matter, roots etc. which may be found in small localised areas in the footing trenches.

**5.3** The home owner's attention is drawn to Appendix B of A.S. 2870-2011 "Performance Requirements and Foundation Maintenance", the attached "Report Addendum" and "Home Owner's Responsibility".

## 6. **DISCUSSION - Australian Standard A.S.2870-2011**



6.1 Designs and design methods presented in Australian Standard A.S.2870-2011 Residential slabs and footing BUILDING PERMIT performance requirement that significant damage can be avoided provided that site

conditions are properly maintained.

Number: 80107028/2134  
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)  
 Designated Performance Requirements (PS-0140)  
 Issued on 13/08/2021

Performance requirements and foundation maintenance details are outlined in A.S.2870-2011 Appendix B and are to be noted in the footing design documents. The site classification assumes that the performance requirements as set out in A.S.2870-2011 will have been met and that site foundation maintenance is undertaken to avoid extremes of wetting and drying.

6.2 The detailing of all footing systems designed or selected shall comply with the requirements outlined in A.S.2870-2011 Section 5, in particular Section 5.6 Additional requirements for Classes M, H1, H2 and E sites, including architectural restrictions, plumbing and drainage requirements.

6.3 A.S.2870-2011 describes the expected performance of footings systems to usually experience no damage, a low incidence of damage category 1 and an occasional incidence of damage category 2; provided the site is maintained such that the original site classification remains valid and abnormal moisture conditions do not develop.

Damage categories are defined in A.S.2870-2011 Appendix C and are also referenced in CSIRO Information Sheet BTF 18, "Foundation Maintenance and Footing Performance: A Homeowner's Guide" (<https://www.publish.csiro.au/book/7076/>).

6.4 Classes A, S, M, H1 and H2 refer to normal sites where foundation moisture variations are caused by seasonal and regular climatic effects, the effect of the building, and normal garden conditions without abnormal moisture conditions (refer A.S.2870-2011 Clause 1.3.3).

A.S.2870-2011 Appendix B Foundation Performance and Maintenance details the required site and foundation maintenance practices. These are also referenced in the CSIRO Information Sheet BTF 18, "Foundation Maintenance and Footing Performance: A Homeowner's Guide" (refer above).

Methods to avoid abnormal moisture conditions occurring on site are to be noted in the footing design documents.

6.5 A.S.2870-2011 Appendix B indicates that to reduce but not eliminate the possibility of damage, trees should be restricted to a distance from the building as follows:

- $\frac{3}{4}$  × the mature height for Class M sites
- 1 × the mature height for Class H1/H2 sites.

Where rows or groups of trees are involved or for sites that exceed Class H2 soil reactivity, the distance of trees from the building should be increased.

**7. FOOTING RECOMMENDATIONS**



**7.1. BUILDING PERMIT**

**BUILDING PERMIT**

**7.1.1.** Number: 60107028/2134  
Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)  
Designed and constructed in accordance with A.S. 2870-2011.  
Issued on 13/08/2021  
**The site is classified as "H2"** (as per A.S. 2870-2011). It is recommended to use a "H2" type slab, specified and constructed in accordance with A.S. 2870-2011.

High possibility of areas of deeper Clay layers on this site based on local experience and area testing.

**7.1.2.** For a waffle raft slab or a stiffened raft slab used on this site, the slab perimeter and beams supporting load bearing walls may be founded on undisturbed NATURAL GROUND or deeper; or on less than 300mm of controlled fill that must permanently extend at least 1000mm beyond the slab perimeter.

Approved NATURAL GROUND on this site is designated in the profile as Clay (refer Appendix B)

Bored piers will be required over any excessively filled part of the site. Bored piers are to be founded a minimum of 600mm into natural stiff Clay or similar strength material; or maybe founded on Rock. Design for an Allowable Bearing Capacity of 200 kPa.

Approved PIER base on this site is >600mm into the designated layer of Clay (refer Appendix B)

**7.1.3.** The slab panels and internal stiffening beams/ribs may be founded on the properly prepared base or deeper, after the soil with significant organic matter has been removed.

**7.1.4.** During SITE CUT/FILL OPERATIONS an additional 600mm (max total fill) of track rolled sand fill or 300mm (max total fill) of track rolled non-sand fill may be placed under the slab panels and stiffening beams. The placement of such additional fill should be closely supervised and placed/rolled in two to three equal layers. If the amount of fill used under the slab exceeds these limits (or the limits in A.S. 2870-2011), the classification may change to "P" and will therefore require an Engineer designed slab.

**7.1.5.** Supporting ISOLATED LOADS outside the main structure perimeter is recommended to be achieved by extending the slab perimeter. The use of isolated pads is not recommended.

## 8. **IM GROUP GENERAL NOTES AND RECOMMENDATIONS**



**8.1. BUILDING SURVEYORS** such as this site, further recommend either full height openings or articulation joints (as in the Cement and Concrete Association note TN61) in the brick walls at a maximum spacing of approximately 5

Number : 8910702542434  
 Issued by Group Four Building Surveyors Pty Ltd (BS-15899)  
 Designated Building Surveyor Ian Yichun Wang (BS-L 61447)  
 Issued on 13/08/2021

metres along a wall and at least within 2-3 metres on both sides of all major wall corners or to the designing engineer's specifications.

**8.2.** During WET CONDITIONS site and footing excavations will prove difficult on this block. During these conditions footing excavation collapses will be common resulting in the overuse of concrete. Some "soft areas" may develop which may need to be locally excavated deeper. For best results footing excavations should be cleaned-out immediately before the concrete is poured.

**8.3.** There were COUNCIL STREET TREES planted at the time of issuing this Report. Any present and future nearby small immature trees planted by Council / Developer may be a possible future problem if allowed to grow in excess of:

- 6 metres in height in the road reserve to the front of the property
- 4 metres in height in the road reserve along the side boundary (if any)

It is recommended that the owner monitors any nearby immature trees over the coming years (including immature trees in neighbouring properties) and either restrict their height as noted above or install a tree root barrier (or moisture control barrier) appropriate for the situation at the time. It is recommended that a qualified Arborist is consulted as to the requirements and extent of that root barrier (or moisture control barrier).

**8.4.** There were **NO** TREES planted in NEIGHBOURING PROPERTIES at the time of issuing this Report. Nearby trees, or potential future nearby trees in this property or in neighbouring properties may be a future problem if these trees are allowed to grow to a height that exceeds their distance away from the construction on this site.

Recommend the owner monitors nearby trees (or potential future nearby trees) over coming years and either restrict their height with the co-operation of the neighbour or install a tree root barrier (or moisture control barrier) appropriate for the situation at the time. It is recommended that a qualified Arborist is consulted as to the requirements and extent of that tree root barrier (or moisture control barrier).

**8.5.** A general caution against over-excavating or carelessly scraping this site. There are closely packed/embedded floaters present near the surface of this site that could greatly disturb the site to a significant depth if they are encountered carelessly by earthmoving equipment. Prepare and excavate the site with care so as to limit the level of ground disturbance.

**8.6.** A STOCKPILE was located at the middle of this site. Our recommendations may change if this material is spread over the house siting.

**9. REPORTS**  
**FOUR**

**9.1 BUILDING PERMITS** Conditional upon (but not limited to) the following particularly important factors:

**BUILDING PERMIT**

Number: 8910702842434  
 Issued by Group Four Building Surveyors Pty Ltd (BS-L 58089)  
 Designated Building Surveyor: Ian Yichun Wang (BS-L 81447)  
 Issued on 13/09/2021

- (a) the site may have to be re-classified if the site is cut or filled by more than 450mm
- (b) confirmation that the encountered ground conditions during construction are as described in the testing in this Report during the footing base preparation stage prior to concrete pouring
- (c) any existing nearby trees, which may adversely impact the performance of the footing system are to be designed for in the footing. Removing tree(s) or using vertical root barriers are approved options
- (d) that prior to any construction, the Builder will re-assess the existing nearby trees; and report back to the Engineer any changes to the numbers and locations of the trees at that time to what is described and photographed in this Report. A revised Footing Design may be required.
- (e) design for any pipes in easements and/or any nearby deep excavations
- (f) include flexible plumbing joints when the characteristic surface movement  $\gamma_s \geq 40\text{mm}$
- (g) controlled site drainage with the ground graded away from all footings at a minimum slope of 1:20 and that soil drains be constructed, where necessary, to prevent soil moisture from accumulating near footings. All surface/sub-surface water is to be controlled (by means of paving sloping away from the footing and/or effective drains). This water must be drained permanently away from the building area.
- (h) drains, downpipes, guttering and service piping must be installed and maintained to ensure no leakages occur
- (i) on concrete floors, the installation of brittle floor tiles should be delayed as long as possible after the slab has been poured and flexible adhesive should be used.

**9.2** For filled sites, this Report may rely on advice from those who supervised the construction of the "Controlled Fill". Refer Appendix A of this Report for information concerning the declaration by others that the fill on this site as Level 1 "Controlled Fill". Field testing by V.H.C. has indicated the fill is assessed to be at least moderately compacted. V.H.C. takes no responsibility for the fill on this site being fit for purpose.

**9.3** This report is primarily for use by V.H.C in designing a footing on this site. However, when it is intended that this Report be used by other consultants in designing the footing, it will be necessary to contact V.H.C. to obtain permission to use this Report. Permission will readily be offered (in writing and at no charge) to other consultants provided that they indicate to V.H.C. that they have a sound knowledge and familiarity in designing footings for this type of site. V.H.C. will take no responsibility for the contents of this Report when used by other consultants without permission from V.H.C.

**9.4** This Report has been written for the proposed construction of a modern residential building of up to two storeys in height. Recommendations have only been provided for slab footing systems. Contact V.H.C. for alternative footing systems if required.

**9.5** No responsibility will be taken for this Report if it is altered in any way or is not reproduced in full (includes any Appendices, Report Addendum, Home Owner's Responsibility and Home Maintenance documents).

for and on behalf of  
**VHC (AUST) P.L. t/as V.H.C. ENGINEERS**

Victorian Building Practitioner CEC-56311  
 Cat & class: Corporate - Engineer – Civil

Brief Notes to assist the Builder and other Consultants:  
 H2 Slab

There were street trees to front at time of original field testing; builder to confirm prior to construction

**APPENDIX GROUP FOUR ESTIMATED CHARACTERISTIC SURFACE MOVEMENT ( $y_s$ )**

**A.1 BUILDING SURVEYORS**

**BUILDING PERMIT**

Discussed  
 Australian Standard A.S.2870-2011  
 Number: 8910702042434  
 Issued by Group Four Building Surveyors Pty Ltd (BSL 59189)  
 Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)

Australian Standard A.S.2870-2011 establishes performance requirements and specific designs for common foundation conditions as well as providing guidance on the design of footing systems using engineering principles.

Site classifications based on characteristic surface movement are as follows:

<i>Characteristic surface movement (<math>y_s</math>) mm</i>	<i>Classification based on site reactivity</i>
$0 < y_s \leq 20$	S
$20 < y_s \leq 40$	M
$40 < y_s \leq 60$	H1
$60 < y_s \leq 75$	H2
$y_s > 75$	E
<i>abnormal conditions (<math>y_s</math> varies)</i>	P

For the purposes of this Report, fill that is in accordance with the technical and control requirements specified in Australian Standard A.S.3798 for structural fill for residential applications is controlled fill. A site with controlled fill and classified P may be given an alternative site classification based on site reactivity if assessed in accordance with engineering principles. The assessment shall consider the movement of the fill and the underlying soil from the condition at construction to the long-term equilibrium moisture conditions.

Generally, sites classified P are those sites that are subject to other factors resulting in foundation movement beyond the reactive soil movements resulting from moisture changes due to the normal site conditions (refer A.S.2870-2011 Clause 1.3.2).

**A.2** The slab needs to be designed and detailed as per the Recommendations in this Report.

**A.3** If the site is cut by > 300mm or filled by >300mm then the estimated  $y_s$  values will need to be re-assessed

# APPENDIX FOUR LOG SHEET

LOT 908 BUILDING SURVEYORS., WOLLERT

## BUILDING PERMIT

Number : 8910702842434

Issued by: Esop Engineering & Surveying Pty Ltd (Ref: 55820)

Designated Building Surveyor: Ian Yichun Wang (BSL 61447)

Issued on 13/08/2021

Depth(mm)	Description	vsr/dcp - Comments
GL-100	FILL – Clay/Silt mix, moist, <b>poor</b> comp	
100-700	CLAY (CH) – dk.brown, moist, v.stiff unable to penetrate - possible floater	

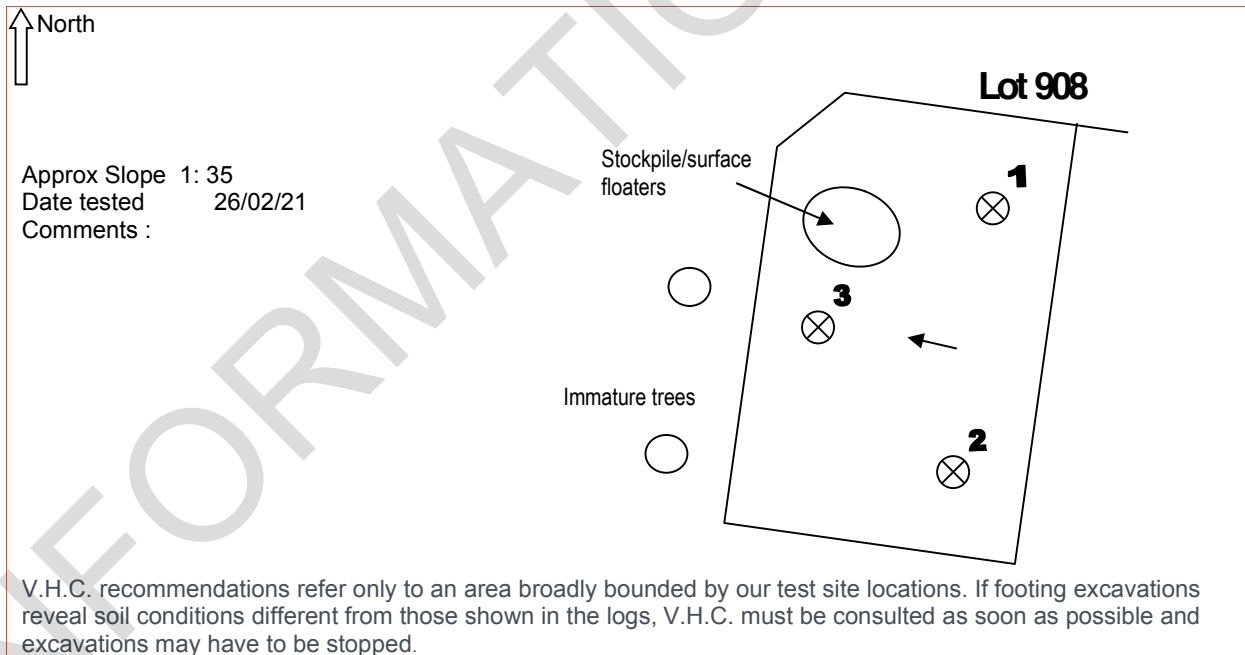
### TEST SITE No.2 location 6m fREARb 2m fLb

Depth(mm)	Description	vsr/dcp - Comments
GL-100	FILL – Clay/Silt mix, moist, <b>poor</b> comp	
100-400	CLAY (CH) – dk.brown, moist, v.stiff unable to penetrate - possible floater	

### TEST SITE No.3 location 13m fREARb 4m fRb

Depth(mm)	Description	vsr/dcp - Comments
GL-200	v.Silty CLAY (CI) – grey/brown, s.moist, firm unable to penetrate - possible floater	

### TEST SITE LOCATION SKETCH



**APPENDIX FOUR PHOTOS**

(taken 26/02/21)

**BUILDING SURVEYORS  
LOT 908, CLEARHAM AVE., WOLLERT  
BUILDING PERMIT**

Number : 8910702842434  
Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)  
Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)  
Issued on 13/08/2021



<b>APPENDIX</b>  <b>GROUP FOUR</b>	<b>WIND &amp; BAL</b>
<b>LOT 9 BUILDING SURVEYORS WOLLERT</b>	
<b>BUILDING PERMIT</b>	
Number : 8910702842434 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099) Designated Building Surveyor: Ian Wang (BS-L 6144) Issued on 13/08/2021	
<b>WIND CLASSIFICATION N2</b>	

This Wind Classification is made in the light that this site will either retain the present shielding or possibly gain full shielding (by means of at least several other houses, structures or large trees within a 100m radius of the proposed building site) within the next five years (as per AS 4055-2012).

### **BUSHFIRE ATTACK LEVEL (BAL) ASSESSMENT**

The site is in a recent estate setting and the BAL has been assessed to be **BAL-LOW** under AS3959-2018.

Government and/or local Council may have planning overlays impacting this site that necessitate the adoption of a greater base BAL value (generally **BAL-12.5** instead of **BAL-LOW**).  
 The need to adopt such a greater base BAL must be determined by the Builder.

The **greater** of the site-specific assessed BAL and the planning overlay BAL must be adopted.



As a point of reference and as per Australian Standard AS3959-2018 the BAL shall be classified for BAL-LOW where the vegetation is one or a combination of any of the following –

- (a) *vegetation of any type that is more than 100m from the site*
- (b) *single areas of vegetation less than 1ha in area and not within 100m of other areas of vegetation being classified*
- (c) *multiple areas of vegetation less than 0.25ha in area and not within 20m of the site or each other*
- (d) *strip of vegetation less than 20m in width regardless of length and not within 20m of the site, each other or other areas of vegetation being classified*
- (e) *non-vegetated area, including waterways, road, footpaths, buildings and rocky outcrops*
- (f) *low threat vegetation, including managed grasslands, maintained lawns, golf courses, maintained public reserves and parklands, botanical gardens, vineyards, orchards, cultivated ornamental gardens, commercial nurseries, nature strips and wind breaks.*

<b>REPORT ADDENDUM</b>  <b>GROUP FOUR</b>
<b>BUILDING SURVEYORS</b>
<b>LIMITS OF INVESTIGATION:</b> <b>BUILDING PERMIT</b>
Number: 8610702842494 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099) Designated Building Surveyor Ian Yichun Wang (BS-L 61447) Issued on 13/08/2021

1. The recommendations made in this report assume that the test results are representative of the overall subsurface conditions. The client should be advised that the recommendations based only on the results of the test site locations at the time of testing. It is the responsibility of the owner/builder to confirm that the location of the test sites has broadly covered the site area for the FINAL proposed construction. While the test sites may represent the general subsurface conditions, variations between test sites should not be discounted:

**If footing excavations reveal soil conditions significantly different from those shown in the attached LOG SHEET, V.H.C. must be consulted as soon as possible and excavations may have to be stopped.**

2. The recommendations in this report are based on the following:

(a) The information gained from this investigation. (b) The present "state of the art" in testing and design (c) The building type and site treatment conveyed to VHC by the client. Should the client or his agent have omitted to supply us with the correct relevant information or make significant changes to the building type and/or building envelope, this report may be made irrelevant and/or inappropriate. In such cases, VHC do not take responsibility for any consequences and VHC reserve the right to make an additional charge if more testing is necessary.

3. Notwithstanding the recommendations made in this report, VHC also recommend that wherever footings are close to any excavations or easements, that part of the footings should be deepened so that the projection from the underside of the footings and the bottom of the excavation makes an angle not exceeding 30 deg. in sandy soils and 45 deg. in clayey soils. (This angle is measured from the horizontal). Steeper angles are not recommended unless sufficient testing is carried out to indicate otherwise or unless the footings are founded on solid rock.

4. Unless otherwise stated in the commission, any dimensions or slope direction and magnitude should not be used for any building costing calculations and/or positioning. Any sketch supplied should be considered as only an approximate pictorial evidence of our work.

5. Care has been taken to identify any filling on this site. A check should be made with all relevant authorities to obtain any records of filling. If any doubt exists on site at the time of construction, then V.H.C. should be contacted immediately for further advice.

#### **GENERAL BUILDING AND MAINTENANCE RECOMMENDATIONS:**

**The maintenance of the building and the site is the responsibility of the owner. The owner should be familiar with the document –**

**"Foundation Maintenance and Footing Performance: A Homeowners Guide" which is available from the CSIRO.**

6. **SITE DRAINAGE:** Good site drainage is one of the most important design features of any footing. The ground should be graded away from all footings at a minimum slope of 1:20 and every effort made not to allow ponding of water against the footings.

Unless the soil slopes well away from the footings at all times, excessive soil moisture may accumulate and cause wall and/or floor movements. Roof water should be diverted away from the building as soon as the roof is constructed by using temporary pipes. Soil drains should be constructed well before footing construction.

7. **SITE CLEARING:** if the removal of a pre-existing structure or vegetation disturbs the foundation soil, then VHC recommend the local deepening of the footings to a depth of at least 200mm below the disturbed level. If construction is to commence in late summer or autumn and large trees are to be removed, the moisture conditions should be stabilized by steady soaking the dry areas around the removed tree (V.H.C. should be consulted for further advice).

8. On CLAY SITES (Classification M, H1, H2, E and P) minor wall, floor and footing movements are inevitable, therefore, on such sites, we make the following additional construction recommendations to minimize their effects:

(a) V.H.C. is of the opinion that BRICKWORK ARTICULATION joints or full height wall openings improve the performance of footings on clay sites. The builder should consider their use in long wall lengths and as specified in A.S.2870 or as specified by the designing Engineer.

(b) Do NOT construct large archways, wing walls, and narrow isolated wall panels near corners. Brick work over doors and windows should be avoided in single storey construction; in two storey construction, brick work construction joints should be used. Do not use of brickwork over doors and windows without taking special structural precautions. Consult V.H.C. for advice in this matter if there is any doubt.

(c) Any extension to an earlier structure should be tied with extra wall ties and not by interlocking brickwork.

(d) Avoid excavations close to footings.

(e) Service pipes should be detailed to tolerate footing movement. Plastic piping should be used wherever possible.

9. On HIGHLY or EXTREMELY REACTIVE sites (Class H1, H2, E and some P sites), hard tiles should be laid on an appropriate sheeting material using a rubber based adhesive and grout, alternatively, they can be laid directly on the concrete six months or more after construction.

10. **LIMITATIONS ON GARDENS:** the development of the gardens should not upset the drainage requirements nor the sub-floor ventilation and weep hole drainage systems. Garden beds adjacent to the house should be avoided. Care should be taken to avoid overwatering of gardens.

11. **RESTRICTIONS ON LARGE TREES:** on highly reactive Clay sites, trees (including trees on neighbouring sites) should be kept a distance away from the house of approximately the eventual mature height of the tree. For groups of trees it is recommended that the distance away from the house be increased to one and a half times the eventual mature height of the tree. These distances should be increased further if the Clays in the area are considered to be extremely reactive.

If trees are to remain, then special footing design and/or root barrier/moisture barriers may be required.

12. **LEAKS** in plumbing, including stormwater and sewerage and drainage should be repaired promptly.

13. **SHRINKAGE CRACKING** can be expected in concrete floors in the first 3 to 9 months in any site. This type of cracking does not require any special attention unless there is some vertical movement in the cracks or if the crack width exceeds 3mm.

**Aug 2020**

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<b>HOME OWNER'S RESPONSIBILITY</b>  <b>GROUP FOUR</b>
<b>BUILDING SURVEYORS</b> <b>BUILDING PERMIT</b> Number: 8916702642434
Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099) Designated Building Surveyor: Ian Yichun Wang (BS-L 61447) Issued on 13/08/2021

To protect the house and its surveyors from unwanted distress in the future, the owner must always provide the following around the perimeter of the house:

- i. proper landscaping
- ii. proper maintenance
- iii. "safe" gardens

The objective of this proper landscaping, proper maintenance and having "safe" gardens is to minimize the variation in soil moisture levels around the footings that could lead to excessive soil movement and possible distress of the house and its footing.

It is assumed that the owner will always provide ongoing attention and, if required, quick remedial response to the above-mentioned requirements. This assumption has formed part of the final Engineering Design and construction of the house and its footing. To keep the construction of the footing affordable it is considered reasonable to detail and construct a footing that with the proper landscaping and maintenance requirements will perform adequately.

### 1. PROPER LANDSCAPING

The 2m strip of land around the full perimeter of the house is the crucial area that must be properly landscaped. This area must slope away from the house and its footings. Further requirements to this area include:

- a. for each 1m of strip there must be at least 50mm of fall away from the house
- b. this area must have a solid base that will drain water away from the house
- c. preferably paved (with paving also sloping away from the house)
- d. no garden beds present up against the house and its footings
- e. water from all outdoor taps, rain water tank overflows, hot water service overflows and air conditioner drip lines must all be drained into a suitable pit

With the area around the perimeter sloping away from the house it will be necessary to provide open spoon drains and/or pits to take the water from the sloped area to a legal point of discharge on the

property. These drains are to be more than 1.5m away from the house.

All rain water hitting the ground/paving must be controlled and kept away from the footing.

Where the perimeter around the house is restricted by boundaries then special care must be taken. Consult with the neighbour and the Builder for advice to make sure that proper landscaping takes place.

### 2. PROPER MAINTENANCE

Leaking downpipes, sewers, gutters, water pipes and drains can adversely impact the site around the house. Unwanted water is a threat to the long-term performance of the house and its footing. Blocked drains, gutters, downpipes, and drainage pits can also prevent or hinder the drainage of storm water away from the house.

Regular inspections and ongoing maintenance must be carried out to repair pipes and drains and/or prevent any blockages.

### 3. "SAFE" GARDENS

Safe gardens avoid having garden beds within 1.5m of the house or its footings.

Safe garden watering must be controlled and not excessive. Safe gardens do not contain trees that could possibly threaten the house or its footing.

Generally, trees that potentially grow taller than the distance the trees are away from the house should be avoided or removed. Consult an Arborist if there is any doubt as to whether the existing tree(s) will have any impact on the house or its footings. The Arborist may recommend the use of a tree root barrier to protect the house from the impact of the tree(s).

After the construction of the house is completed by the builder, the house is then passed over into the care of the owner. From that time on it will be the responsibility of the owner to keep the property in a serviceable condition by following the above-mentioned requirements.

#### Post construction important reading and further reference for the home owner:

- **The Geotechnical Report, Footing Design and Builder's Drawings for the house.**
- **CSIRO: Foundation Maintenance & Footing Performance: A Homeowner's Guide (BTF 18)**  
[\(https://www.publish.csiro.au/book/7076/\)](https://www.publish.csiro.au/book/7076/)

**Please contact VHC Engineers to discuss any questions concerning the home owner's responsibilities.**

Aug 2020

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email [soils@vhc.com.au](mailto:soils@vhc.com.au)

**HOME MAINTENANCE**

**GROUP FOUR**

**BUILDING SURVEYORS**

**BUILDING PERMIT**

Number: 8910702842434  
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58089)  
 Registered Building Surveyor: Yichun Wang (BS-L 61447)  
 Issued on 13/08/2021

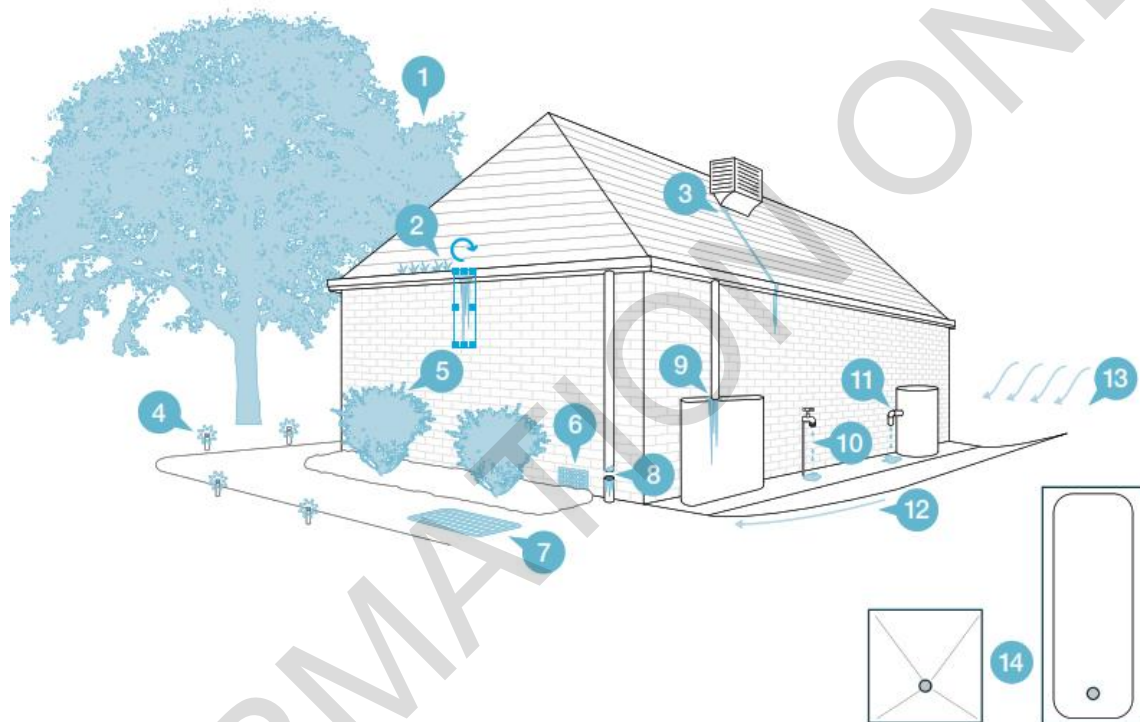
Extract from the VBA Guide to Standards and Tolerances

Maintenance in relation to the performance of building foundations / footings

Proper ongoing maintenance of the building is a normal part of homeownership and the homeowner is responsible for all maintenance in relation to the performance of building foundations / footings

An important part of building maintenance is maintaining a consistent moisture level in the foundation soils around the building. This is important in order to prevent excessive wetting (expansion) or drying (shrinking) of the foundation soils and subsequent building movement.

Many things can adversely alter the moisture level in the foundation soils around the building, but most of them are preventable with careful ongoing maintenance. The diagram below lists common causes of excessive wetting and drying that are likely to alter moisture level in foundation soils around the building if not managed effectively.



1. Trees planted too close to house (Refer to CSIRO document BTF18 *Foundation Maintenance and Footing Performance*).
2. Blocked gutters, eaves, valley and box gutters to house, enclosed roofs and decks.
3. Air-conditioner overflows: roof and ground.
4. Faulty, unmaintained or poorly placed sprinkler systems.
5. Garden beds and large shrubs placed too close to house.
6. Ground level above damp-proof courses, weepholes and subfloor vents.
7. Surface drainage pits, silt pits and underground stormwater drainage system not regularly cleaned out.
8. Damaged or unconnected stormwater downpipes.
9. Overflowing water tanks.
10. Dripping external taps.
11. Dripping water heater relief valves.
12. Paving, landscaping or ground surfaces slope towards building.
13. Water runoff from higher adjoining properties.
14. Resealing of wet area junctions: shower screens and bath hobs.

**REPORT END**

FORM 16  
Building Act 1993  
Building Regulations 2018  
Regulation 192OCCUPANCY PERMIT  
8910702642434**Property details**

Lot	908
Number	37
Street/road	Clapham Avenue
City/suburb/town	WOLLERT
Postcode	3750
LP/PS	PS825839
Volume	12286
Folio	996
Crown allotment	Not applicable
Section	Not applicable
Parish	Not applicable
County	Not applicable
Municipal district	WHITTLESEA CITY

**Building permit details**

Building permit number	8910702642434
Version of BCA applicable to building permit	2019 Amendment 1

**Building details**

Building to which permit applies	Single Storey Dwelling and Garage
Permitted use	Domestic
BCA class of building	1a(a), 10a
Maximum permissible floor live load	1.5
Maximum number of people to be accommodated	Not applicable
Storeys contained	1

**Performance solution**

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

Relevant performance requirement	Details of performance solution
P2.2.2 Weatherproofing	To allow the masonry veneer wall cavity to be reduced to 5mm adjacent services, penetrations, fixtures and other wall installations. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.
P2.2.2 Weatherproofing, P2.2.3 Rising damp	To allow damp-proof course/flashing to be installed up to 20mm from the outside face of the mortar used in the construction of the masonry veneer wall. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21-2 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.
P2.2.1 Rainwater management, P2.2.2 Weatherproofing, P2.2.3 Rising damp	To allow the damp-proof course/flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the outdoor living area (alfresco) protected by a roof overhang. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21-5 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.
P2.1.1 Structural stability and resistance, P2.2.2 Weatherproofing	To allow the nominal mortar mix to be 1 part cement, 1 part lime and 10 parts sand. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21-4 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.
P2.2.2 Weatherproofing	To allow the brick veneer wall flashing system for aluminium framed windows and doors to be installed as follows: a) To allow the omission of head flashings above wall openings where the depth of masonry is not more than four brick courses; b) To allow the omission of sill flashings in ground floor wall openings; and c) To allow the omission of sill flashings to second floor wall openings, provided there is a perimeter flashing around the entire building at first floor level or head flashings are installed to all wall openings on the ground floor. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21-3 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.

P2.2.1 Rainwater management, P2.2.2 Weatherproofing, P2.2.3 Rising damp	To allow the front entry porch and outdoor living areas (alfresco) damp-proof course/flashing to be installed not more than 50 mm above the internal floor level of the building, where the masonry veneer wall is protected with a roof. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 4767 21-1 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2022.
P2.6.1 Building	To allow a dual reticulation water system in lieu of a rainwater tank connected to all sanitary flushing systems. Performance solution based on Expert Judgement and Comparison with the Deemed-to-Satisfy Provisions referred to in the builder's assessment.

### Reporting authorities

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

Reporting authority	Matter reported on or consented to	Relevant regulation number
Council	The location of the point of discharge from the allotment either within the allotment or at the allotment boundary	133(2) Building Regulations 2018
WaterAuthority	Building over an easement vested in a service authority	130(1) Building Regulations 2018

### Conditions to which this permit is subject

Occupation is subject to the following conditions:

Not applicable.

### Suitability for occupation

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

### Relevant building surveyor

Name	Group Four Building Surveyors Pty Ltd
ACN	158 953 425
Address	Level 4, 10 Nexus Court, Mulgrave VIC 3170
Email	enquiries@groupfour.com.au
Building practitioner registration number	CBS-U 58099

## Designated building surveyor

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Name	David Madeira
Building practitioner registration number	BS-U 27484
Occupancy permit number	8910702642434
Date of issue	16 May 2022
Date of final inspection	13 May 2022
Signature	

*David Madeira*

INFORMATION ONLY

# Domestic Building Insurance

## Certificate of Insurance

**Jessica Louise Geeve-Whitwell**91a Hoffmans Road  
NIDDRIE  
VIC 3042

Policy Number:

**C615859**

Policy Inception Date:

**15/06/2021**

Builder Account Number:

**014406**

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

### Policy Schedule Details

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

At the property: **Lot 908 (37) Clapham Avenue WOLLERT VIC 3750 Australia**

Carried out by the builder: **ABN GROUP (VIC) PTY LTD**

Builder ACN: **130382188**

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

For the building owner(s): **Jessica Louise Geeve-Whitwell**

Pursuant to a domestic building contract dated: **14/12/2020**

For the contract price of: **\$ 238,127.00**

Type of Cover: **Cover is only provided if ABN GROUP (VIC) PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

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

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

### PLEASE CHECK

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

### IMPORTANT

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

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

**Period of Cover**

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

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

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

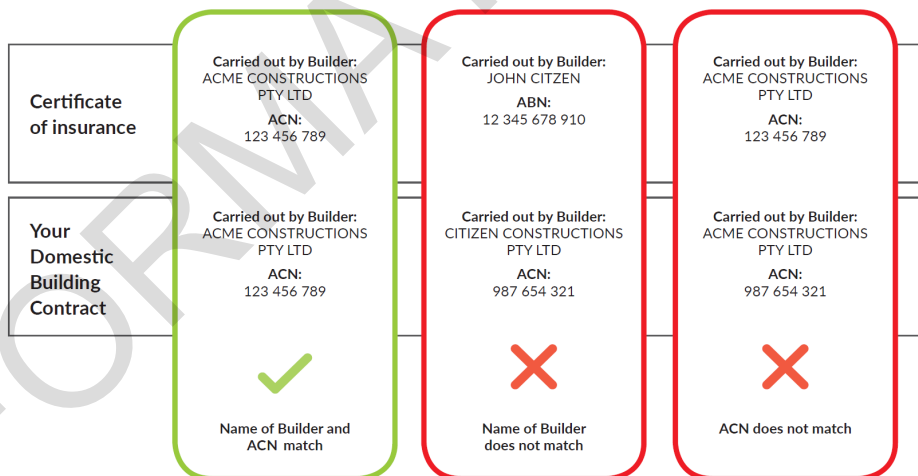
Issued by Victorian Management Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	<b>\$775.00</b>
GST:	<b>\$77.50</b>
Stamp Duty:	<b>\$85.25</b>
<b>Total:</b>	<b>\$937.75</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



DATED

2026

**JESSICA LOUISE GEEVE-WHITWELL**

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 37 Clapham Avenue, Wollert 3750**

**MELBOURNE REAL ESTATE CONVEYANCING PTY LTD**

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: JK:26/4261JK