

**Vendor: PDM CORPORATE PTY LTD
ACN 647 605 963 ATF PDM TRUST
ABN 67 261 454 340**

CONTRACT OF SALE

PPTY: LOT _____ 37 STOREY ROAD RESERVOIR VIC 3073

ANDREW PANDELI & CO
SOLICITORS
LEVEL 1, 700 HIGH STREET
EAST KEW VIC 3102
TEL: 9857 0666
Email: andrew@pandeli.net.au
REF: P619 AP:GB

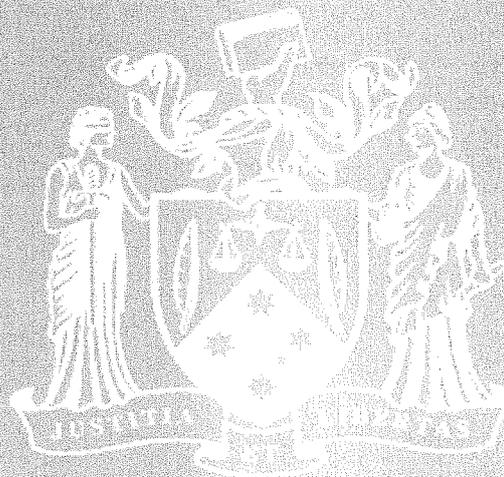
Contract of Sale of Land

Property

LOT _____ 37 STOREY ROAD RESERVOIR VIC 3073



Endorsed by the
Australian Institute
of Conveyancers
(Victorian Division)



Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER

..... on

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

State nature of authority, if applicable: _____

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

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

SIGNED BY THE VENDOR

..... on

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

PDM CORPORATE PTY LTD ATF PDM TRUST

State nature of authority, if applicable: _____

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

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Particulars of Sale

Vendor's estate agent

Name _____
 Address _____
 Email _____ Ref _____
 Tel _____ Mob _____ Fax _____

Vendor

Name PDM CORPORATE PTY LTD ATF PDM TRUST
 Address 3 SAINT RONANS GROVE SOUTH MORANG VIC 3752
 ABN/ACN ACN 647 605 963 ABN 67 261 454 340
 Email _____

Vendor's legal practitioner or conveyancer

Name ANDREW PANDELI & CO
 Address LEVEL 1, 700 HIGH STREET KEW EAST VIC 3102
 Email andrew@pandeli.net.au Ref P619 AP:GB
 Tel 03 9857 0666 Mob _____ Fax 03 9859 7045

Purchaser's estate agent

Name _____
 Address _____
 Email _____ Ref _____
 Tel _____ Mob _____ Fax _____

Purchaser

Name _____
 Address _____
 ABN/ACN _____
 Email _____

Purchaser's legal practitioner or conveyancer

Name _____
 Address _____
 Email _____ Ref _____
 Tel _____ Fax _____ DX _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume PART 4934 Folio 736		proposed 917719L
Volume Folio		
Volume Folio		

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures

Property address

The address of the land is:

LOT _____ 37 STOREY ROAD RESERVOIR VIC 3073

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

NIL OTHER THAN AS MAY BE INCLUDED IN THE PLANS AND SPECIFICATIONS

Payment

Price \$ _____

Deposit \$ _____ by ____ / ____ / ____ (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond General condition 15 applies only if the box is checked**Bank guarantee** General condition 16 applies only if the box is checked**GST** (general condition 19)

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

 GST (if any) must be paid in addition to the price if the box is checked This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked This sale is a sale of a 'going concern' if the box is checked The margin scheme will be used to calculate GST if the box is checked**Settlement** (general conditions 17 & 26.2)

is due on ____ / ____ / ____ REFER TO SPECIAL CONDITION 22

~~unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:~~~~• the above date; and~~~~• the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~**Lease** (general condition 5.1) At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

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

 a lease for a term ending on ____ / ____ / ____ with ____ options to renew, each of ____ years

OR

 a residential tenancy for a fixed term ending on ____ / ____ / ____

OR

 a periodic tenancy determinable by notice**Terms contract** (general condition 30) This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)**Loan** (general condition 20) This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: NOT APPLICABLE

(or another lender chosen by the purchaser)

Loan amount: no more than \$ _____ Approval date: ____ / ____ / ____

Building report General condition 21 applies only if the box is checked**Pest report** General condition 22 applies only if the box is checked

Special Conditions

INFORMATION ONLY

Special Conditions

1. Where there are two or more Purchasers the terms and conditions and of this Contract of Sale of Real Estate shall bind them jointly and each of them severally.
2. The Purchaser buys subject to any restrictions imposed by and to the provisions of any town planning acts or schemes affecting the property.
3. The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the Particulars of Sale. He shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the costs of doing so.
4. If the Purchaser shall be or shall include a Proprietary Company the Company shall immediately after the execution of this Contract procure the execution by all of its Directors of the Guarantee annexed to this Contract.
5. The conditions provisions terms and agreements contained herein expressly or by statutory implication cover and comprise the whole of the agreement between the parties to the Contract (notwithstanding any negotiations or discussions prior to the execution hereof or anything contained in any brochure, advertisement, report or other document prepared by or on behalf of the Vendor, whether by its estate agent or otherwise, for submission to potential Purchasers) and the parties expressly agree, acknowledge and declare that no further or other conditions agreements provisions or terms shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement by reason of any promise representation warranty statement undertaking or assurance given or made by any party to the other or others on or prior to the execution hereof and the existence of any such implication or collateral or other agreement is hereby expressly negated and the Purchaser further acknowledges that the Purchaser has not been induced to enter into this Contract by any promise representation warranty statement undertaking or assurance, whether verbal or written, made by or on behalf of the Vendor which is not set out contained or incorporated within the terms of this Contract.
6. The provisions of this Contract do not merge on settlement and continue to bind the Vendor and the Purchaser to the extent that any of them are to be complied with after the settlement date.
- 7.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

- 7.2 If the proportions recorded in the transfer differ from those recorded in the Contract, it is Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 7.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner 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.
8. The Vendor gives notice to the Purchaser and the Purchaser acknowledges that if the Purchaser fails to complete the purchase of the property by the due date under this Contract, the Vendor will or may suffer losses, including the following losses and expenses which the Purchaser must pay in addition to the interest payable in accordance with the terms of this Contract:
- (a) The costs of and associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
 - (b) Interest payable by the Vendor under any existing mortgage over the land calculated from the due date for settlement.
 - (c) Accommodation expenses necessarily incurred by the Vendor.
 - (d) Legal costs and expenses as between the Vendor's Solicitor and the Vendor occasioned by the Purchaser's default.
 - (e) Damages, penalties and interest payable by the Vendor to any other party through any delay in completion of the Vendor's purchase of another property.
 - (f) Loss of use of monies and/or the inability of the Vendor to invest those monies in either a bank or other financial institution or for the purposes of acquiring any property or any interest in property.
9. General Conditions 31.4, 31.5 and 31.6 are deleted, General Condition 31.3 is amended by inserting the words "the property or" after the word "because" and General Condition 33 is amended by deleting "2%" and substituting "4%".
10. Any GST payable under this Contract shall be payable and be paid by the Purchaser to the Vendor at settlement and upon the Vendor providing the Purchaser with the requisite Tax Invoice in accordance with General Condition 19 of this Contract.
11. **FIRB Approval**
- 11.1 The Purchaser warrants to the Vendor that:
- (a) The Purchaser is an Australian resident; or
 - (b) if the Purchaser is not an Australian resident, the Purchaser has, or will prior to settlement have obtained approval from the Treasurer of the Commonwealth of Australia to purchase the property.

11.2 The Purchaser hereby indemnifies the Vendor against any loss which the Vendor incurs or suffers as a result of the Vendor relying on the Purchaser's warranty in Special Condition 11.1.

12. Building Works

12.1 Subject to this Contract, the Vendor will enter into a Building Contract ("the Building Contract") (being a major Domestic Building Contract as defined in the Domestic Building Contracts Act 1995 ("the D.B.A.") with a Builder ("the Builder") to develop the land substantially in accordance with the attached Plans and Specifications in Annexure "A"

12.2 The Vendor will endeavour to ensure that the Builder complies with its obligations under the Building Contract.

12.3 The Purchaser acknowledges that:

- (1) this Contract is not a Major Domestic Building Contract within the meaning of the D.B.A.;
- (2) the Vendor is not and will not be carrying out any works as that term is defined in the D.B.A.;
- (3) the obligation of the Vendor is to deliver the land to the Purchaser on the settlement date subject to the conditions of this Contract and compliance by the Purchaser with its obligations under this Contract. The Purchaser will not be entitled to claim any compensation, make any requisition or objection, delay settlement or rescind this Contract as a result of any actual or alleged non-compliance with the D.B.A.

12.4 The Vendor may at any time and without reference to the Purchaser make minor variations to vary the Plans or Specifications prior to or during the course of construction to comply with any requirements of Council, the Registrar, any Governmental Body, the Building Surveyor or other consultants or in a manner considered desirable or necessary by the Vendor to comply with the dictates of good building practice.

12.5 The Vendor may at any time and without reference to the Purchaser vary any of the fixtures, fittings, finishes, appliances, chattels or other items in the Plans or Specifications to items of as equal a quality as reasonably possible if the Vendor is unable to supply any of those specific items because of any shortage or unavailability of stock, changes required by a manufacturer or other circumstances beyond the Vendor's reasonable control, including without limitation the dictates of good building practice and any unreasonable increase in price.

12.6 The issue of an Occupancy Permit shall be conclusive evidence that the Vendor has complied with its obligations under this special condition 12 up to settlement.

- 12.7 It is a fundamental term of this Contract that the Purchaser will complete settlement on the due date and, if any dispute arises as to the building works or the quality or standard of the fittings and finishes, the Purchaser must not delay or postpone settlement or demand the holding back or retention of any part of the purchase price.
- 12.8 Provided that the Vendor has at settlement complied with its obligations under this special condition 12, the Purchaser must not and undertakes to the Vendor that it will not make any objection or requisition, delay settlement, institute or prosecute proceedings of any kind for injunctions, damages or other remedies in any way related to the building works carried out by the Builder under the Building Contract.
- 12.9 The Purchaser acknowledges that where necessary, the Vendor, the Builder and/or their respective employees, agents, contractors and subcontractors will have a right of access to the land and to any balcony accessed through the land from time to time after settlement in order:
- (1) to carry out any works, rectification, maintenance works or repairs which may be required to be carried out to the land or to an adjoining lot or to the common property; or
 - (2) to clean and maintain the exterior façade of any building on the land or adjoining lot including any balcony,
- and agrees to provide such access when required upon reasonable prior notice being given.
- 12.10 Special condition 12 of this Contract will continue to bind the Purchaser and any nominee of the Purchaser after settlement and completion of this Contract and run with the land. The Purchaser or its nominees must include in any contract for the sale, disposal or transfer of the land a condition binding the purchaser or transferee and their successors in title to comply with special condition 12 of this Contract.

13. **Rectification of Works**

The Vendor will request the Builder to attend to rectification of any defects in any part of the building works which are due to defective materials or faulty workmanship provided the Purchaser has notified the Vendor in writing of any defects within 3 months after settlement. The obligations of the Vendor under this special condition shall cease upon expiration of the 3 month period. It is expressly agreed by the parties that any cracking, loosening or other movement caused by natural shrinkage or settlement does not constitute a defect in materials or workmanship. The Purchaser must give the Vendor and its servants, agents, employees, contractors and the Builder reasonable access at reasonable times (including 8am – 6pm Monday to Friday) to the land to carry out any necessary works. The Purchaser must not make any requisition or objections or claim any compensation from the Vendor or attempt to rescind or terminate this Contract or seek to delay, postpone or defer settlement or refuse to settle or to

withhold any part of the price as a result of or in respect of the matters referred to in this special condition.

14. Utilities Connection Fees

The Vendor will provide the services as may be detailed in the Plans and Specifications. The Purchaser is liable for the costs payable to any service provider to activate or connect supply of any utility and at settlement must reimburse the Vendor for any such costs paid by the Vendor.

15. Pre-settlement Inspection

The Purchaser may inspect the condition of the land before settlement by making an appointment with the Vendor or the Vendor's agent. As the property sold is one of a number of lots, the Vendor retains the right to set the time and date of the Purchaser's inspection and to limit the time spent during the appointment and the number of persons attending so that the inspections are carried out in a safe and orderly manner.

16. Vendor's Mortgage or Charge

The Vendor shall at any time prior to settlement and from time to time have the power to mortgage and/or charge the land and/or assign the benefit of this Contract and following such power will be entitled to execute any mortgage, charge, assignment and further to execute such other documents as may be required by its mortgagee, chargee or assignee for the purpose of obtaining moneys for the benefit of the Vendor.

17. Deposit

17.1 Investment of Deposit

- (a) The Vendor and the Purchaser authorise the vendor's legal practitioner (if the Vendor so elects) to hold the deposit on trust for the Purchaser in an interest bearing trust account with a bank nominated by the Vendor or the vendor's legal practitioner until registration of the Plan of Subdivision.
- (b) Subject to Special Condition 17.1(c), any interest on the deposit will accrue for the benefit of the Vendor.
- (c) If the Purchaser lawfully rescinds this Contract the Purchaser is entitled to the deposit any interest thereon.
- (d) The Vendor and the Purchaser authorise and direct the vendor's legal practitioner to pay any interest on the deposit to the party entitled to it at settlement or immediately following lawful rescission or termination of this Contract (whichever occurs first).

- (e) The Vendor and the Purchaser release the vendor's legal practitioner from any claim concerning the investment of the deposit.

17.2 Tax file number

If the Purchaser has an Australian Tax File Number then within 7 days after the Day of Sale, the Purchaser must give that number to the vendor's legal practitioner or as otherwise directed by the Vendor. The Purchaser must not make any claim on the vendor's legal practitioner for any matter arising out of this Special Condition 17.2.

18. Encumbrances

The Purchaser buys subject to:-

- All registered and unregistered easements, covenants, rights, restrictions and other encumbrances affecting the land that are referred to in, or implied under the Subdivision Act 1988, Transfer of Land Act 1958 and/or any other law; created as a consequence of registration of the proposed plan of subdivision no. 917719IL ("the Plan") or any other proposed plan of subdivision affecting the land;
- The planning permit (if any) a copy of which is attached to the Vendor Statement as amended from time to time and any other permit issued in respect of the land at any time;
- Any easement or rights vested in or claimed by any statutory authority or other government body;
- Any easements, rights, covenants, licences, restrictions and/or agreement which are required to enable the certification and/or registration of the Plan and any other plan of subdivision affecting the land, or which in the opinion of the Vendor, acting reasonably, are necessary for the completion of the development of the land as provided in this Contract;
- Any agreement pursuant to Section 173 of the Planning and Environment Act 1987 required by the relevant Municipal Council;
- The lot entitlement and liability and other matters endorsed on the Plan;
- Any other easements, rights, covenants, restrictions and other encumbrances disclosed in, or contemplated by this Contract, the Vendor's Statement and/or the Plan;
- Any covenants and other restrictions and/or encumbrances affecting the land.

19. Further assurances

Each party must do all things, including executing and delivering any document, necessary or desirable or reasonable to give effect to this Contract.

20. **Commencement of Proposed Works**

Despite anything in this Contract, if in the Vendor's sole opinion for any reason it is not viable or feasible for the Vendor to continue with the Plan or the Building Contract, the Vendor may terminate this Contract by notice in writing to the Purchaser at any time. If the Contract is terminated pursuant to this special condition, all monies paid by the Purchaser will be refunded in full but without any compensation, costs or interest.

21. **Stamp Duty**

21.1 If any intended building works have not commenced or completed as at the date of this Contract the Vendor will apply the Fixed Percentage Method referred to in State Revenue Office Ruling DA.048 ("the ruling") or any amendment thereof to calculate the dutiable value on the transfer of the land.

21.2 The Purchaser acknowledges and agrees that:

- (1) the Vendor will use its reasonable endeavours to calculate the dutiable value in accordance with the ruling and the Purchaser has not relied on any estimate to enter into this Contract;
- (2) no representation or warranty has been made to the Purchaser as to the stamp duty payable by the Purchaser in connection with the purchase of the land;
- (3) the Purchaser has relied on its own enquiries; and
- (4) the Purchaser will not make any objection, requisition or claim or delay settlement because of the stamp duty payable on a transfer to the Purchaser or any nominated or substituted purchaser.

21.3 The percentage of actual construction works completed before the Day of Sale as estimated by the Vendor is set out in the Annexure "B". The Vendor has made the estimate based on information available to the Vendor by the Day of Sale and the Vendor shall be entitled to revise the estimate at any time if advised by the Vendor's builder, architect or consultant.

21.4 The Purchaser is responsible for and indemnifies the Vendor against any stamp duty that becomes payable in respect of a transfer of the land to the Purchaser and to any nominated or substituted purchaser.

22. **Settlement**

22.1 Settlement is due on the later of:

- (a) _____ day of _____ 20____ ; or
- (b) 14 days after the Vendor gives notice in writing to the Purchaser of the registration of the Plan; or

- (c) 14 days after the Vendor gives notice in writing to the Purchaser of the issue of the Occupancy Permit.
23. For the purposes of General Condition 23, the Congestion Levy and any Cladding Charge imposed under the Local Government Act 1989 (Vic) or any similar charges or levies will be deemed a periodic outgoing and must be apportioned in accordance with General Condition 23.

FURTHER SPECIAL CONDITIONS FOR UNREGISTERED PLAN OF SUBDIVISION

24. Plan of Subdivision
- 24.1 This Contract is subject to and conditional upon registration by the Registrar of Titles of the Plan of Subdivision No. 917719L a copy of which is attached to the Vendor's Statement. ("the Plan of Subdivision").
- 24.2 The Vendor reserves the right to make any alterations in and to the Plan of Subdivision in order to secure its sealing by the appropriate Municipal Council and registration by the Registrar of Titles. No objection or requisition shall be made by the Purchaser on the ground that the measurements of the Plan of Subdivision as finally registered by the Registrar of Titles do not accord with attached plan.
- 24.3 The Purchaser is not entitled to rescind this Contract or make any objection or requisition nor claim any compensation in respect of any variations to the Plan of Subdivision that are minor or not of a material nature to accord with surveying architectural or engineering practice or requirement or to meet the requirements of any authorities or the Registrar of Titles to effect registration or any renumbering of any lot on the Plan of Subdivision. Any dispute between the parties to the adverse effect on any variations on the Purchaser shall be referred to the Law Institute of Victoria Property Law Resolution Committee ("the Committee") for determination.
- 24.4 In the event that the Occupancy Permit is not issued or the the Plan of Subdivision not being registered by the Registrar of Titles within thirty-six (36) months from the date of this Contract the Vendor or the Purchaser may end this Contract by notice in writing delivered to the other party and thereupon the deposit shall (in the absence of default on the part of the Purchaser) be refunded in full to the Purchaser. The Purchaser will not be entitled to any compensation for loss or damages or costs, fees or expenses if this Contract is ended under this Special Condition.
- 24.5 The land the subject of this Contract is sold and the Purchaser shall take title thereto subject to the provisions of the Subdivision Act 1988 (as amended) ("the Subdivision Act") and the regulations thereunder in general and in particular to the following matters subsequent upon registration of the Plan of Subdivision and:-

- (a) the Lot Entitlement and the Lot Liability (if any) and all other matters endorsed on the Plan of Subdivision.
- (b) the easements specified on the Plan of Subdivision or implied by virtue of the Section 12 of the Subdivision Act.

No objection shall be taken or requisitions made by the Purchaser in respect thereto.

25. Payments

Pending registration of the Plan of Subdivision by the Registrar of Titles all deposit and any other moneys payable pursuant to the terms and conditions of this Contract shall be paid to Purchaser's Legal Practitioner save and except that any deposit moneys payable under this Contract may be paid to the Vendor's estate agent whose name appears in this Contract and the deposit moneys and any other moneys payable pursuant to the terms and conditions of this Contract shall be held in accordance with the provisions of General Condition 14 of this Contract. Any provisions terms and conditions of this Contract to the contrary shall be null and void and of no effect and are hereby expressly negated.

26. Outgoings

- 26.1 For the purposes of General Condition 23 of this Contract the periodic outgoings shall include contributions to the Owners Corporation (if any).
- 26.2 Unless and until assessments of rates and periodic outgoings are issued in respect of the land sold all adjustments between the parties shall be made on the basis that the land sold shall be liable to that portion of any such rates and periodic outgoings levied or assessed against the land contained in the assessment as a whole which the Lot Liability of the land sold bears to the total liability of all Lots contained in the Plan of Subdivision. If the Lot Liability is not specified in the Plan of Subdivision the portion will be that which the area of the land sold bears to the total area of the land in the assessment.
- 26.3 The Vendor reserves the right to prepare a statement of adjustments. If the Vendor does prepare a statement of adjustments, the Vendor will forward the statement of adjustments to the Purchaser not less than three (3) business days before the due date for settlement.
- 26.4 If the Purchaser does not object to the statement of adjustments within two (2) business days after receipt of the statement of adjustments and all certificates and other information used to calculate the adjustments, the Purchaser is deemed, for the purposes of settlement, to have accepted the statement of adjustments.
- 26.5 If on the settlement date, the land sold is not rated or assessed separately from the other lots on the Plan of Subdivision and any amounts for periodic outgoings are not due for payment by the Vendor,

then the Purchaser will not withhold monies from the settlement or require payment to be made by the Vendor at settlement.

26.6 The Vendor will pay the Vendor's proportion of any periodic outgoings assessed against the Vendor, whether before or after the settlement date, by the due date specified in the assessment.

26.7 The Purchaser will be solely responsible for:

- (a) the payment of any supplementary rates notice in respect of the land sold; and
- (b) the payment of connection fees for water, electricity, gas, telephone or data services to the land sold,

notwithstanding that the cost may apply to a period during which the Vendor was the registered proprietor. The Purchaser will reimburse the Vendor at settlement for any connection fees paid by the Vendor.

27. Caveat/Priority Notice

Until such time as the Plan of Subdivision has been registered by the Registrar of Titles the Purchaser shall not lodge, or cause or permit to be lodged on the Purchaser's behalf, any caveat or priority notice in respect of the Purchaser's interest in the land under this Contract and the Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this condition.

28. Encumbrances

28.1 The Purchaser buys the land subject to any statute, order, regulation, by-law and local law, restriction and condition imposed on the property by or with the authority of any Governmental Body including under any Planning Permit, as a result of the application to register the Plan of Subdivision, as a result of any Section 173 Agreement or under any applicable planning scheme or any other scheme.

28.2 The Purchaser admits that the land sold is subject to the provisions of the Subdivision Act and purchases the land subject to any easements, covenants or similar encumbrances affecting the land including those required by this Contract, created or implied by the Subdivision Act and any easements affecting the Common Property and the Purchaser must not make any requisition or objection, delay settlement or claim any compensation in relation to those easements, covenants or encumbrances.

28.3 The Vendor and the Purchaser agree that:

- (1) Section 10 (1) of the Sale of Land Act will not apply to this Contract in respect of the final location of any easement on the Plan of Subdivision;
- (2) easements for services may need to be created; and

- (3) common property boundaries may need to be realigned to accommodate services.

28.3.1 The Purchaser acknowledges that the Vendor may be required to enter into a Section 173 Agreement(s) that affect the land pursuant to section 173 of the Planning and Environment Act 1987 (Victoria), the Planning Permit (if any) or otherwise.

28.4.2 The Purchaser irrevocably authorises the Vendor to negotiate the terms of any Section 173 Agreement contemplated by this special condition 28.4.

28.4.3 The Purchaser must not make any requisition or objection, delay settlement or claim any compensation in relation to any act, matter or thing contained in or required by any Section 173 Agreement referred to in special condition 28.4.1 and must if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any Section 173 Agreement registered by the Registrar of Titles.

28.4.4 Without limiting special condition 28.4.3 the Purchaser acknowledges that any Section 173 Agreement contemplated by this special condition 28 will not constitute a defect in title to the land.

28.4.5 The Vendor gives notice that works affecting the natural surface level of the land sold or any land abutting the land sold which is in the same subdivision as the land sold may be required to be carried out after the day of sale but before certification of the Plan of Subdivision, but the Vendor does not as at the Day of Sale have details of those works. The Vendor is not aware of any such works as at the Day of Sale.

28.4.6 The Purchaser must not make any requisition or objection, delay settlement or claim any compensation in respect of any works affecting the natural surface level of the land sold or any land abutting the land sold which is in the same subdivision as the land sold and disclosed to the Purchaser in accordance with Section 9AB of the Sale of Land Act.

28.4.7 In accordance with the Sale of Land Act the Vendor will notify the Purchaser of any further works which become necessary after the Day of Sale.

29. Lot Renumbering

The Vendor reserves the right to renumber any lot on the Plan of Subdivision at any time prior to settlement and, if it does so, this Contract will be read as if the Particulars of Sale referred to the renumbered lot.

30. Subdivisional Works

The Purchaser acknowledges that the land has been or is in the course of subdivisional works, including any road works and allotment grading, may be filled, raised, levelled, packed or cut. The Purchaser will not

make any requisitions or claim any compensation from, or raise any set off against, the Vendor in respect of any subdivisional works.

31. Owners Corporation

- 31.1 The Purchaser acknowledges that the land is a lot on an unregistered plan of subdivision. Upon registration of the Plan of Subdivision an Owners Corporation will come into existence of which the Purchaser will be a member upon settlement.
- 31.2 Between the Day of Sale and settlement the Purchaser acknowledges that the Vendor may submit special rules of the Owners Corporation to the Land Registry. The purpose of any special rules will be to preserve the quality of the development of which the land forms part. The Purchaser agrees not to raise any objections or requisitions in respect of any special rules.
- 31.3 The Purchaser consents to and authorises and requests the Vendor as soon as practicable after the registration of the Plan of Subdivision and before settlement to attend to the establishment of the Owners Corporation and cause the Owners Corporation to hold its first meeting, appoint a manager, determine what Owners Corporation fees or levies will be payable by the owners of all lots, insure (if necessary or desirable) the building for an adequate and proper amount with a reputable insurer and pay the premium to or on behalf of the Owners Corporation; and do all things necessary or desirable for the management, administration and maintenance of the buildings in the Plan of Subdivision.
- 31.4 The Vendor may appoint a managing agent for the Owners Corporation and procure the Owners Corporation to execute an Owners Corporation management agreement on terms and conditions required by the Vendor or the party nominated by the Vendor.

32. Land Tax

- 32.1 For the purpose of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- 32.2 General Condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

STATEMENT FOR RESIDENTIAL OFF THE PLAN CONTRACTS AND SUNSET CLAUSES

- (i) For the purposes of this Statement, Special Condition 24.4 is deemed as the Sunset Clause; and
- (ii) The Vendor is required to give notice of a proposed rescission of the Contract under the Sunset Clause; and

- (iii) The Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent; and
- (iv) The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the Contract; and
- (v) The Supreme Court may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in all the circumstances.

INFORMATION ONLY

DEED OF GUARANTEE

We, the persons named and described in the Schedule hereto (“the Guarantors”) in consideration of the withinnamed Vendor having entered into the within Contract with the Purchaser at our request for the price and upon the terms and conditions therein set forth DO HEREBY for ourselves, our respective successors executors and administrators, JOINTLY AND SEVERALLY COVENANT with the Vendor that if at any time default shall be made in the payment of the purchase moneys or interest or other moneys payable by the Purchaser to the Vendor under the within Contract, or in the performance or observance of any term or condition of the Contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such purchase moneys or interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase moneys, interest and other moneys payable under the within Contract, and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser AND it is further agreed that this Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract, or the performance or observance of any of the agreements, obligations or conditions under the within Contract, or time being given to the Purchaser or Guarantors for any such payment, performance or observance, or by any other thing which, under the law relating to sureties, would but for these provisions have the effect of releasing us, our executors and administrators.

FOR the purposes of this deed the expression “the Vendor” shall extend to and include the executors, administrators successors, transferees and assigns of the Vendor.

Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents.
Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the date set out in the Schedule.

SIGNED SEALED AND DELIVERED by the)
Guarantors in the presence of:).....
)
..... Witness
..... Print name
..... Print usual address

SIGNED SEALED AND DELIVERED by the)
Guarantors in the presence of:).....
)
..... Witness
..... Print name
..... Print usual address

SCHEDULE

DATE OF DEED:

.....
Name of Guarantors

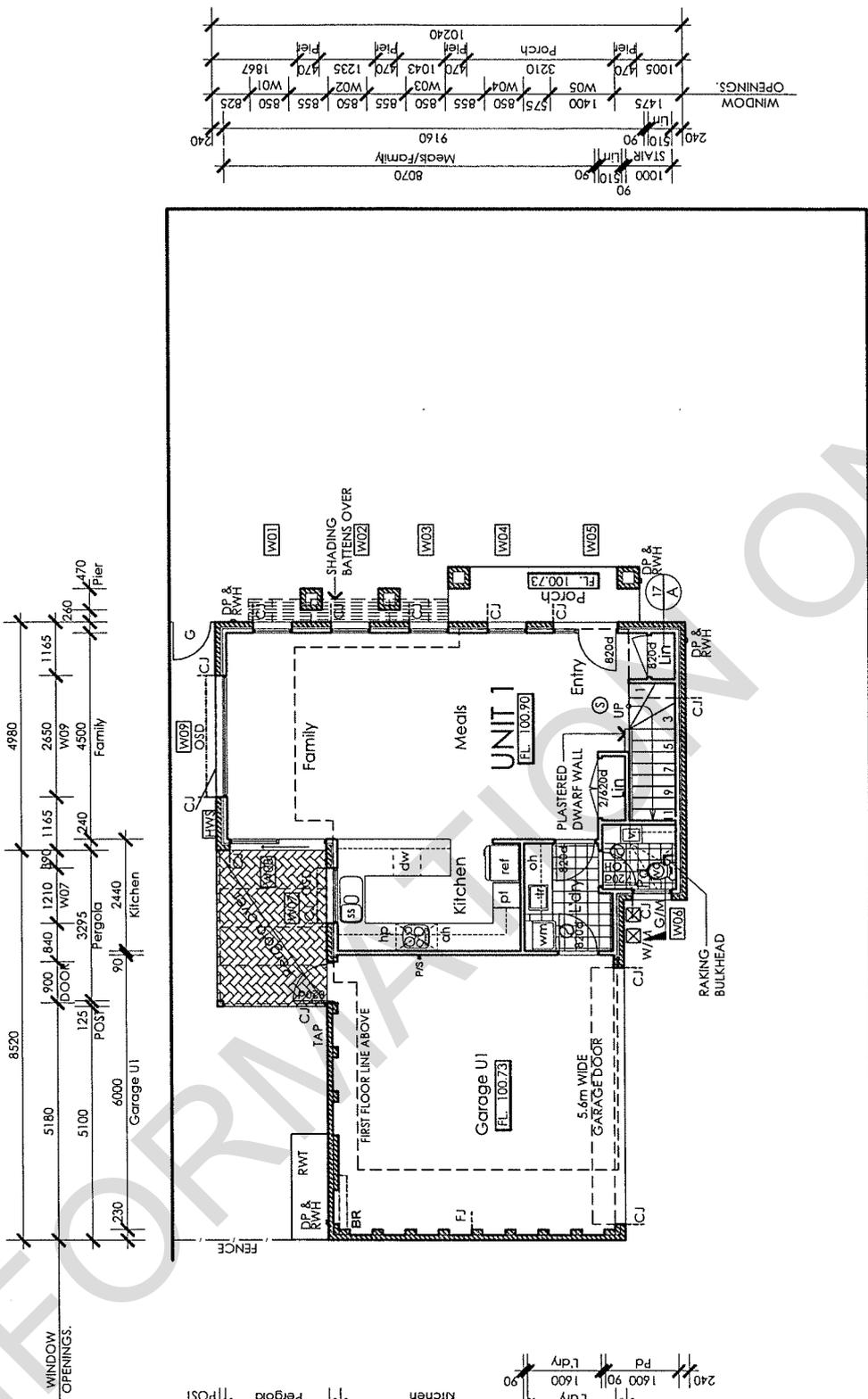
.....
Address of Guarantors

ANNEXURE "A"

Plans and Specifications

INFORMATION ONLY

Rev	Date	Issue	Int.
P1	SEP 21	NOT FOR CONSTRUCTION	MK
A	JUN 22	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV 23	ADD DIMENSIONS TO FLOOR	EC



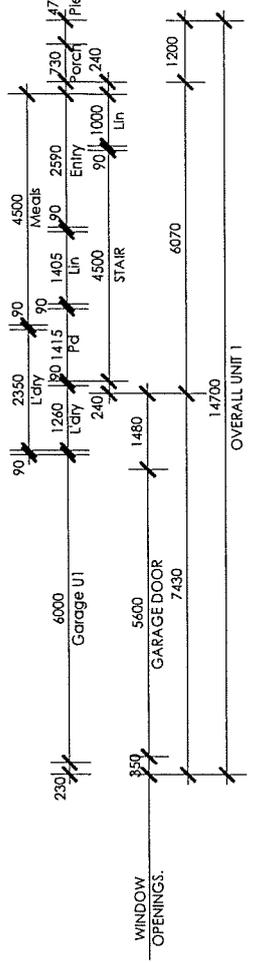
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PERMIT FROM ABSOLUTE PERMITS P/L

Permit No.: 2370904599980
Dated: 07/12/2023

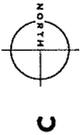
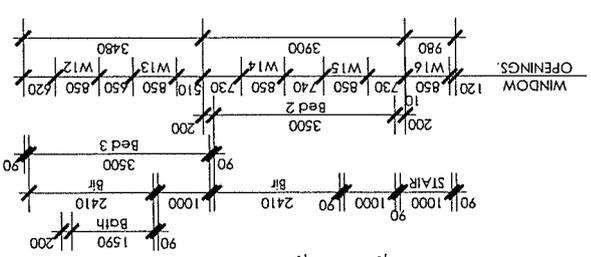
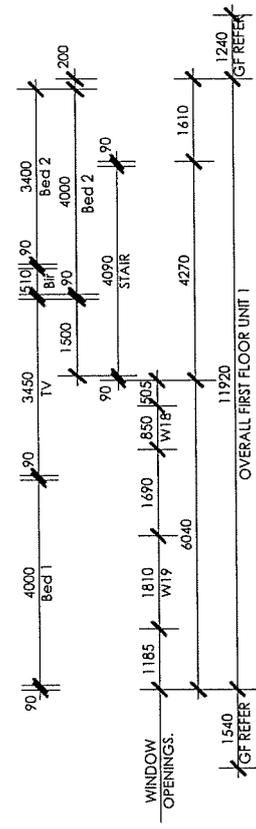
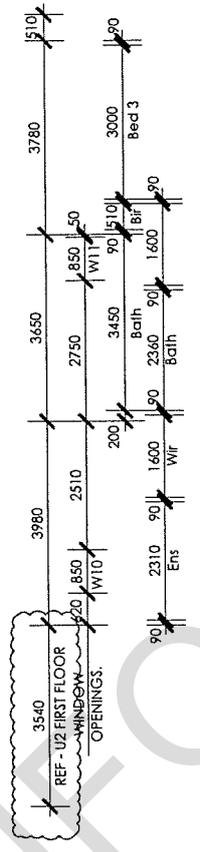
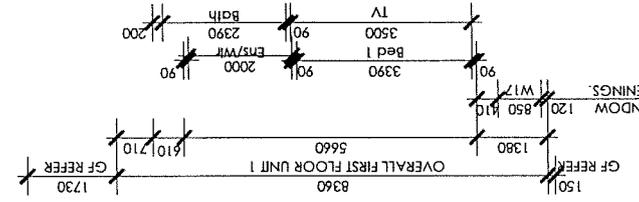
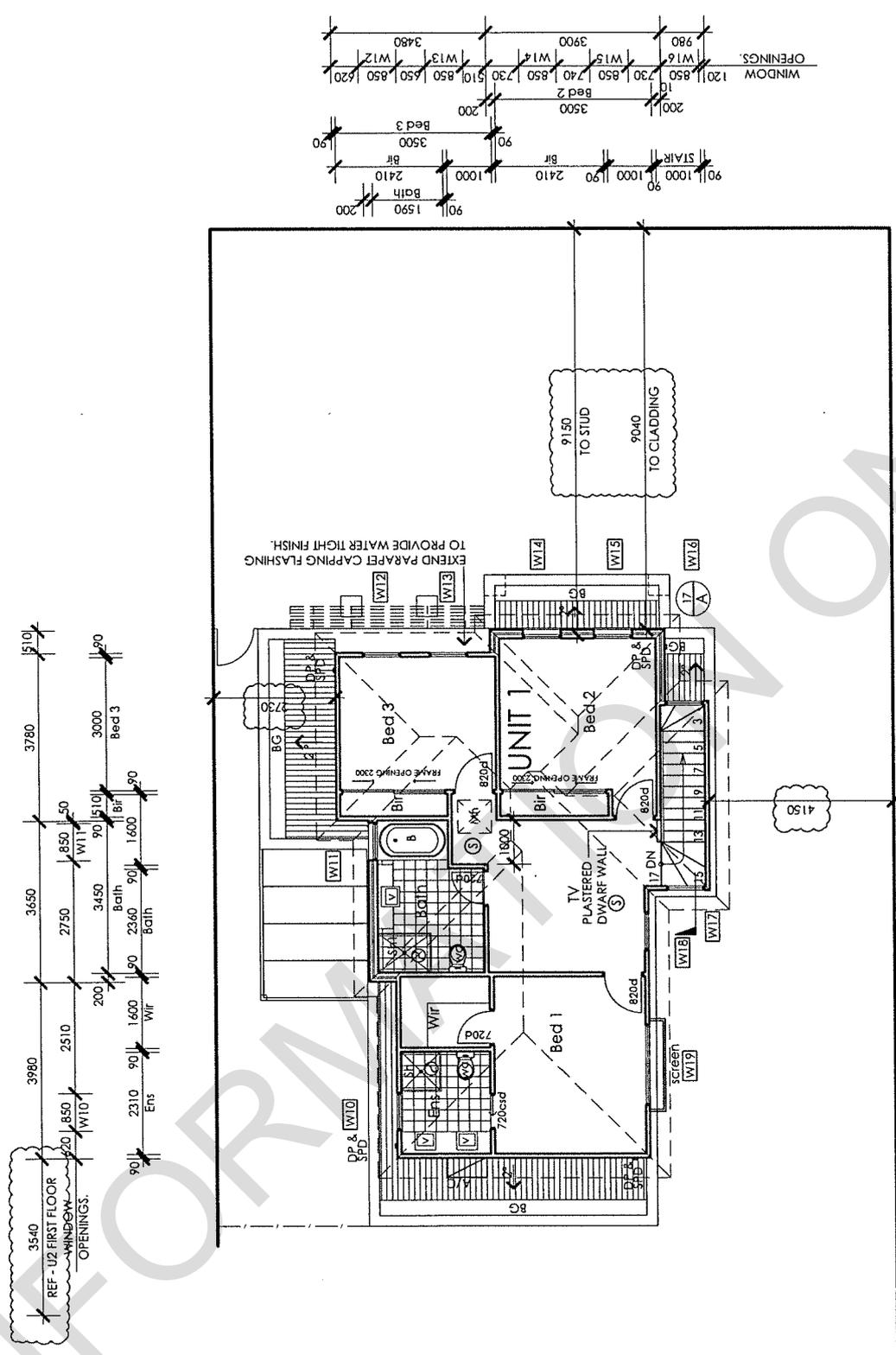
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WD-03
37 STOREY RD,
RESERVOIR
PROPOSED MULTI UNIT DEVELOPMENT
GROUND FLOOR PLAN
UNIT 1
JOB NO. 013723
SCALE 1:100 @A3
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B	FEB 23	AMENDMENTS	EC
C	NOV23	ADD DIMENSIONS TO FLOOR PLAN	EC



WD-04

37 STOREY RD,
RESERVOIR
PROPOSED MULTI UNIT DEVELOPMENT
FIRST FLOOR PLAN
UNIT 1
JOB NO. 013723
SCALE 1:100 @A3
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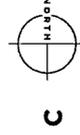
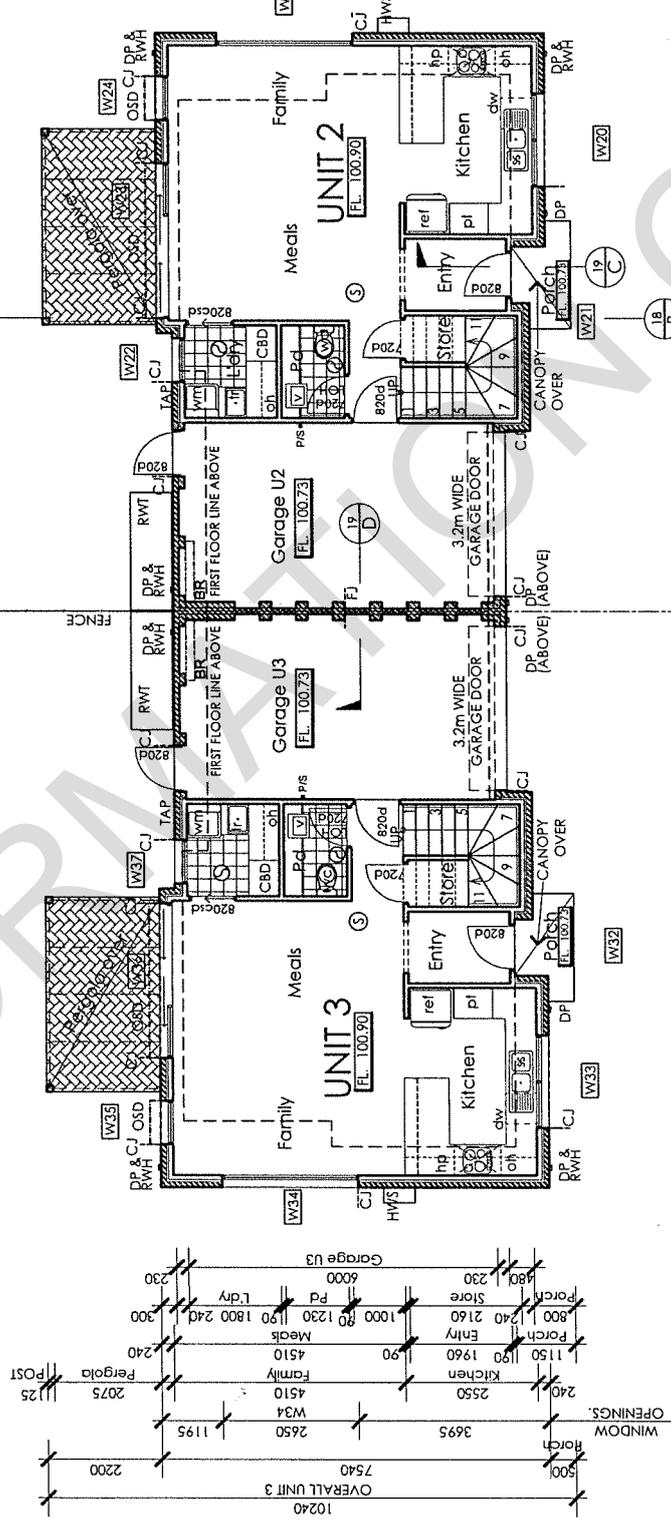
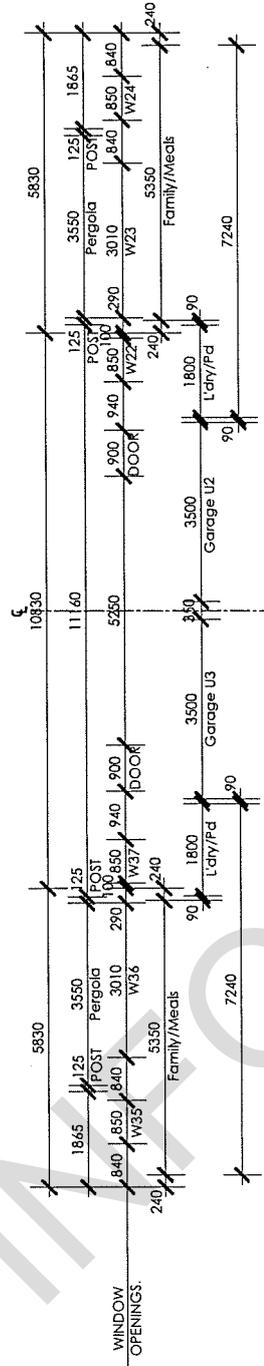
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ABSOLUTE PERMITS P/L

Rev 58302 MKG FOR CONSTRUCTION MK
 A JUN 22 BUILDING PERMIT MK

B FEB 23 AMENDMENTS EC
 C NOV23 ADD DIMENSIONS TO FLOOR EC



WD-05

37 STOREY RD, RESERVOIR
 PROPOSED MULTI UNIT DEVELOPMENT
 GROUND FLOOR PLAN
 UNIT 2 & 3

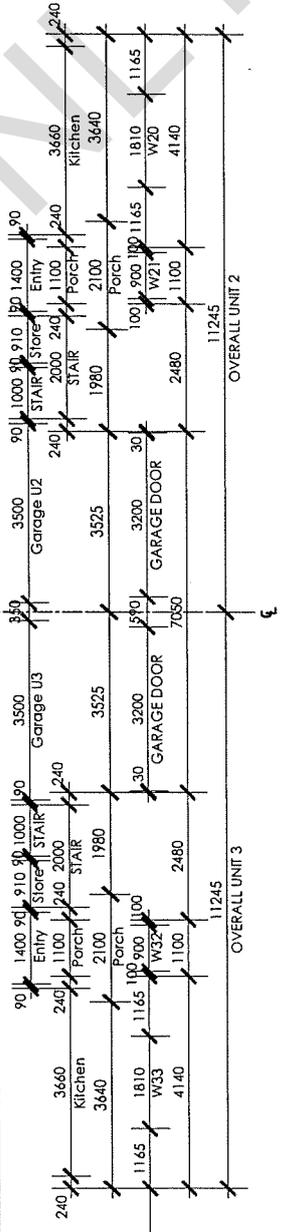
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 JOB NO. 013723
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 DESIGN STUDIO

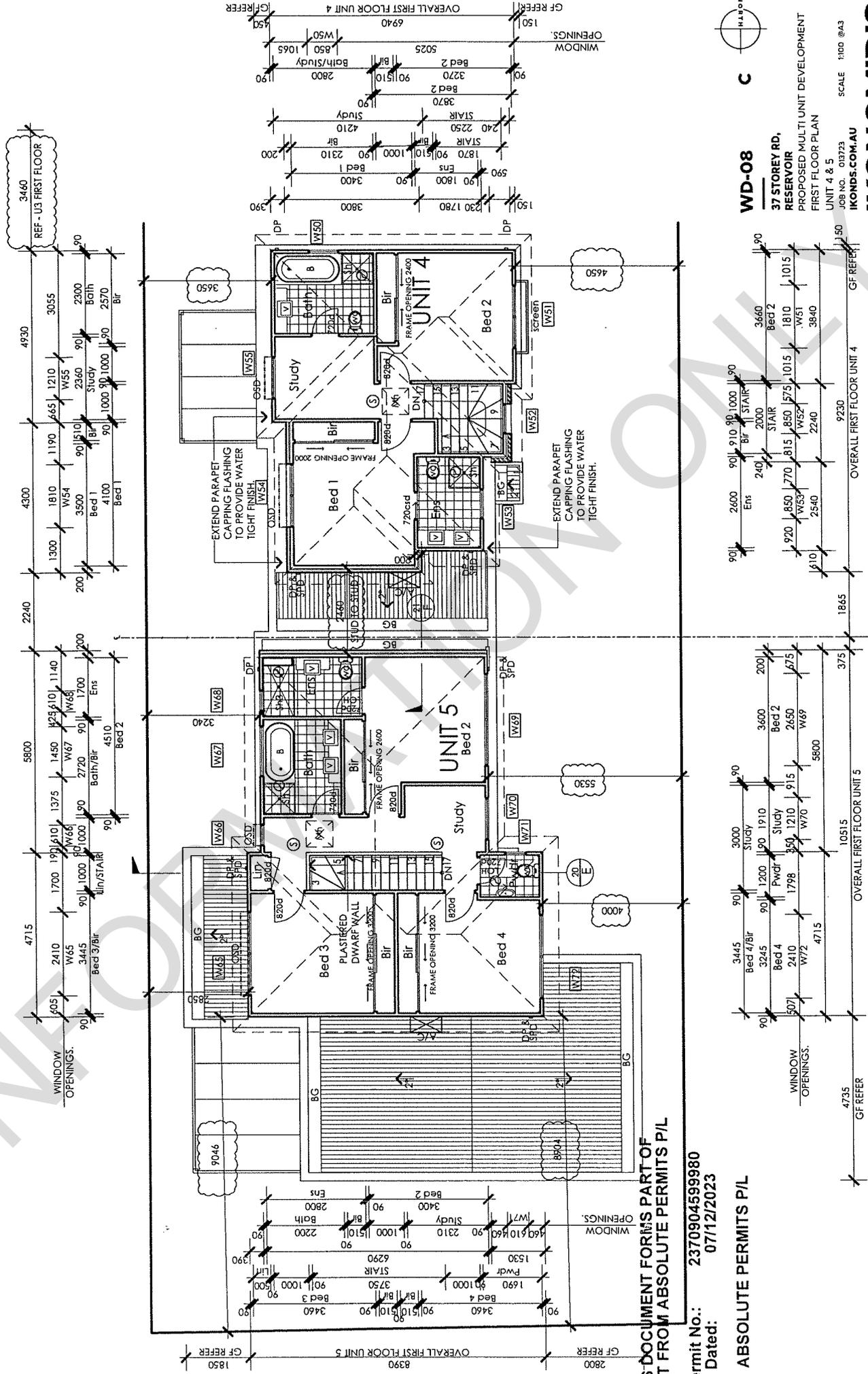
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B	FEB 23	AMENDMENTS	EC
C	NOV 23	ADD DIMENSIONS TO FLOOR	EC



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 Dated: 07/12/2023

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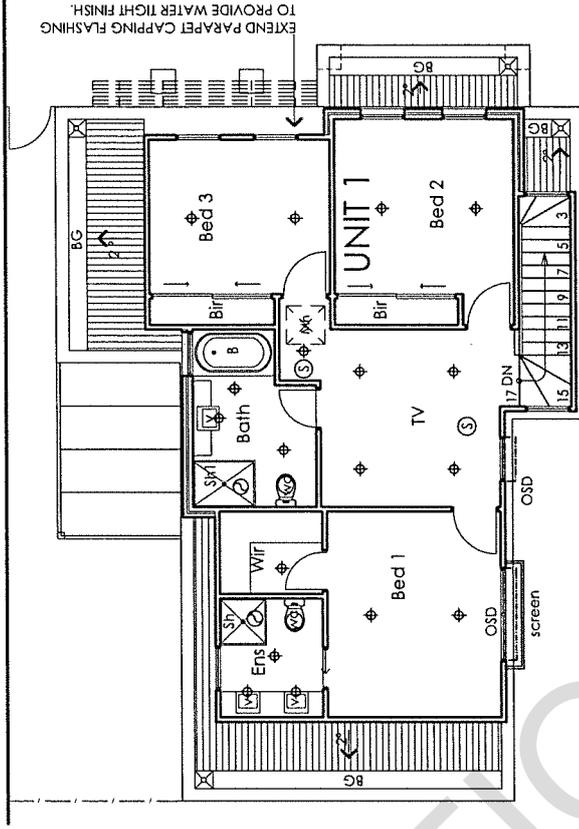
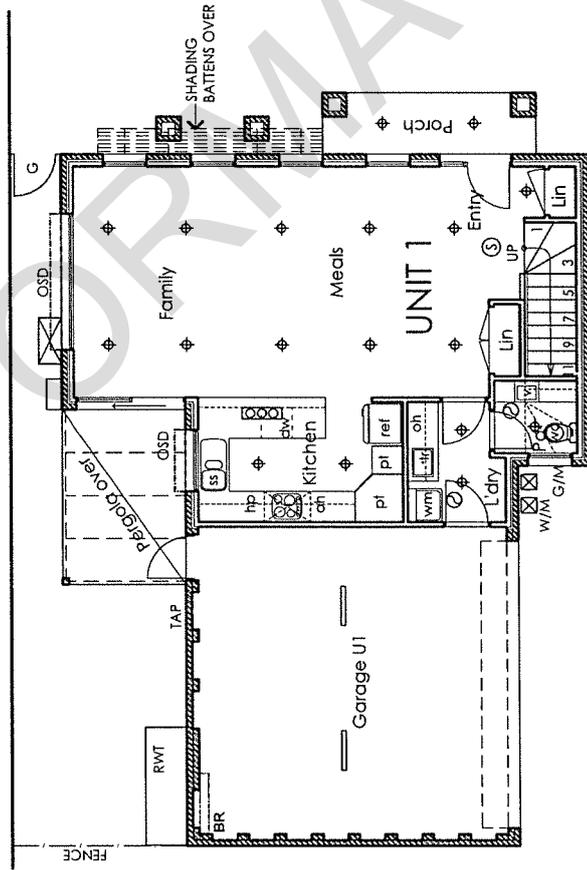
WD-08

**37 STOREY RD,
RESERVOIR
PROPOSED MULTI-UNIT DEVELOPMENT
FIRST FLOOR PLAN
UNIT 4 & 5**

SCALE 1:100 @A3
 JOB NO. 033723
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IKONOMIDIS
DESIGN STUDIO

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A	JUN 22	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV 23	ADD DIMENSIONS TO FLOOR	EC



GROUND FLOOR PLAN UNIT 1
SCALE 1:100

TO ACHIEVE 6 STAR RATING ENERGY RATING FOR LIGHTING

- LIGHTING MUST HAVE A MAX. POWER DENSITY OF 4W/M2 FOR A DWELLING (LIGHTING COMMITMENT AS PER BESS REPORT)
- 4W/M2 FOR VERANDA/BALCONY
- 3W/M2 FOR GARAGE

ASSUMPTIONS FOR LIGHTING

- LED DOWNLIGHT OR SIMILAR 10 WATTS
- BATTEN LIGHT FLUORESCENT TUBE OR SIMILAR 18 WATTS
- LED STRIP LIGHT-WATTS UNKNOWN
- WHERE LAMPS ARE USED THAT HAVE A TRANSFORMER OR BALLAST, THE TRANSFORMER BALLAST MUST BE OF ELECTRICAL TYPE
- HALOGEN LAMPS MUST BE SEPARATELY SWITCHED FROM FLUORESCENT LAMPS
- OUTDOOR LIGHTING MUST BE CONTROLLED BY A DAY SENSOR OR HAVE AT LEAST 40 LUMENS/W
- ALL EXTERNAL DOWN LIGHTS INCLUDING PORCH ARE TO BE MARINE GRADE 5/5 FITTINGS
- PROVIDE POWER TO SERVICES - CONFIRM ON SITE PRIOR TO CONSTRUCTION
- SEAL ALL GAPS & CRACKS IN CEILING
- ALL LIGHTS /TYPES ARE TO BE CONFIRMED BY OWNER PRIOR TO CONSTRUCTION

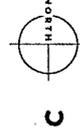
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FIRST FLOOR PLAN UNIT PERMIT FROM ABSOLUTE PERMITS P/L**
SCALE 1:100

Permit No.: 2370904599980
Dated: 07/12/2023

ABSOLUTE PERMITS P/L

TABULATED AREA CALCULATIONS FOR ARTIFICIAL LIGHTING PROPOSED:

AREA	ALLOWABLE WATTS	TOTAL LIGHTS	TOTAL WATTS
GROUND	40.01m ²	16 x 10w LED DOWNLIGHTS	160 WATTS
FIRST	75.42m ²	18 x 10w LED DOWNLIGHTS	180 WATTS
GARAGE	36.82m ²	4 x 18w BATTEN LIGHT FLUORESCENT TUBE	72 WATTS
PORCH	4.53m ²	2x 10w LED DOWNLIGHTS	20 WATTS
TOTAL	176.78m ²		432 WATTS



WD-09

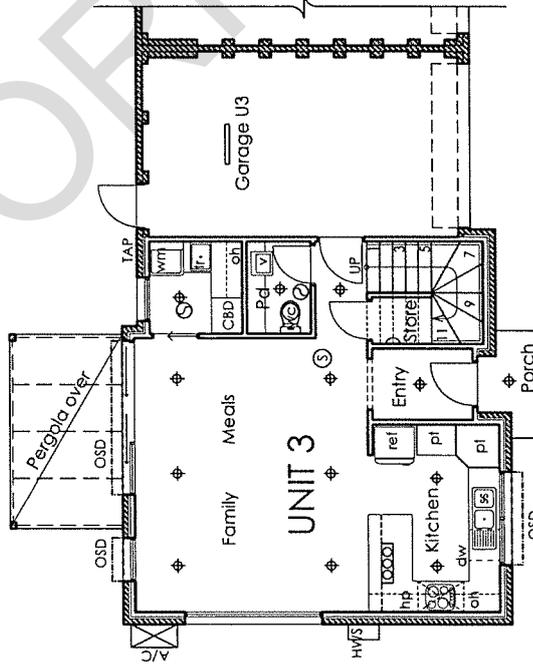
37 STOREY RD,

RESERVOIR
PROPOSED MULTI UNIT DEVELOPMENT
GROUND & FIRST FLOOR UNIT 1

LIGHTING PLAN
JOB NO. 013723
SCALE 1:100 @A3
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A	JUN 22	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV 23	ADD DIMENSIONS TO FLOOR	EC



GROUND FLOOR PLAN UNIT 3

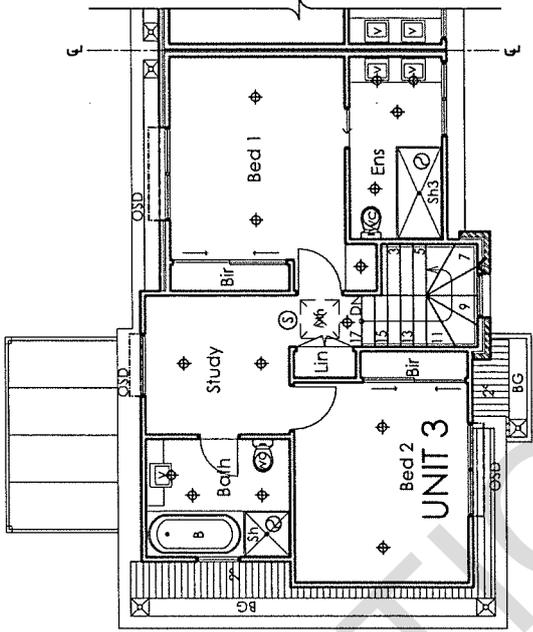
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TO ACHIEVE 6 STAR RATING ENERGY RATING FOR LIGHTING

- LIGHTING MUST HAVE A MAX. POWER DENSITY OF 4W/M² FOR A DWELLING (LIGHTING COMMITMENT AS PER BESS REPORT)
- 4W/M² FOR VERANDA/BALCONY
- 3W/M² FOR GARAGE

ASSUMPTIONS FOR LIGHTING

- LED DOWNLIGHT OR SIMILAR 10 WATTS
- BATTEN LIGHT FLUORESCENT TUBE OR SIMILAR 18 WATTS
- LED STRIP LIGHT-WATTS UNKNOWN
- BUNKER LIGHT OR SIMILAR - 10 WATTS
- WHERE LAMPS ARE USED THAT HAVE A TRANSFORMER OR BALLAST, THE TRANSFORMER BALLAST MUST BE OF ELECTRICAL TYPE
- HALOGEN LAMPS MUST BE SEPARATELY SWITCHED FROM FLUORESCENT LAMPS
- OUTDOOR LIGHTING MUST BE CONTROLLED BY A DAY SENSOR OR HAVE AT LEAST 40 LUMENS/W
- ALL EXTERNAL DOWN LIGHTS INCLUDING PORCH ARE TO BE MARINE GRADE S/S FITTINGS
- PROVIDE POWER TO SERVICES - CONFIRM ON SITE PRIOR TO CONSTRUCTION
- SEAL ALL GAPS & CRACKS IN CEILING
- ALL LIGHTS / TYPES ARE TO BE CONFIRMED BY OWNER PRIOR TO CONSTRUCTION



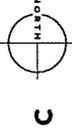
FIRST FLOOR PLAN UNIT 3

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37 STOREY RD, RESERVOIR

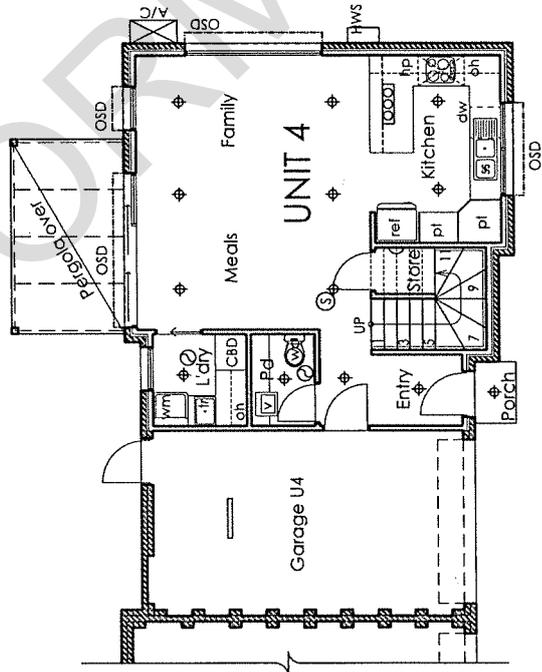
PROPOSED MULTI UNIT DEVELOPMENT
GROUND & FIRST FLOOR UNIT 3
LIGHTING PLAN
JOB NO. 019723
SCALE 1:100 @A3
IKONDIS.COM.AU



TABULATED AREA CALCULATIONS FOR ARTIFICIAL LIGHTING PROPOSED:

AREA	ALLOWABLE WATTS	TOTAL LIGHTS	TOTAL WATTS
GROUND	49.15m ²	15 x 10w LED DOWNLIGHTS 1 x 10w BUNKER LIGHT	150 WATTS 10 WATTS
FIRST	58.96m ²	15 x 10w LED DOWNLIGHTS	150 WATTS
GARAGE	21.63m ²	2 x 18w BATTEN LIGHT FLUORESCENT TUBE	36 WATTS
PORCH	1.91m ²	1 x 10w LED DOWNLIGHTS	10 WATTS
TOTAL	131.65m ²		356 WATTS

Rev	Date	Issue	Int.
P1	SEP 21	NOT FOR CONSTRUCTION	MK
A	JUN 22	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV 23	ADD DIMENSIONS TO FLOOR	EC



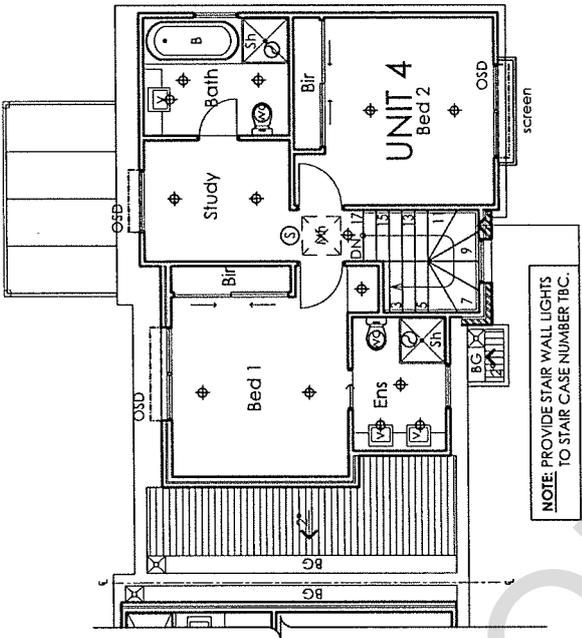
GROUND FLOOR PLAN UNIT 4
SCALE 1:100

TO ACHIEVE 6 STAR RATING ENERGY RATING FOR LIGHTING

- LIGHTING MUST HAVE A MAX. POWER DENSITY OF 4W/M² FOR A DWELLING LIGHTING COMMITMENT AS PER BESS REPORT)
- 4W/M² FOR VERANDA/H/BALCONY
- 3W/M² FOR GARAGE

ASSUMPTIONS FOR LIGHTING

- LED DOWNLIGHT OR SIMILAR 10 WATTS
- BATTEN LIGHT FLUORESCENT TUBE OR SIMILAR 18 WATTS
- LED STRIP LIGHT-WATTS UNKNOWN
- BUNKER LIGHT OR SIMILAR - 10 WATTS
- WHERE LAMPS ARE USED THAT HAVE A TRANSFORMER OR BALLAST, THE TRANSFORMER BALLAST MUST BE OF ELECTRICAL TYPE
- HALOGEN LAMPS MUST BE SEPARATELY SWITCHED FROM FLUORESCENT LAMPS
- OUTDOOR LIGHTING MUST BE CONTROLLED BY A DAY SENSOR OR HAVE AT LEAST 40 LUMENS/W
- ALL EXTERNAL DOWN LIGHTS INCLUDING PORCH ARE TO BE MARINE GRADE 5/5 FITTINGS
- PROVIDE POWER TO SERVICES - CONFIRM ON SITE PRIOR TO CONSTRUCTION
- SEAL ALL GAPS & CRACKS IN CEILING
- ALL LIGHTS / TYPES ARE TO BE CONFIRMED BY OWNER PRIOR TO CONSTRUCTION



NOTE: PROVIDE STAIR WALL LIGHTS TO STAIR CASE NUMBER TBC.

FIRST FLOOR PLAN UNIT 4
SCALE 1:100

Permit No.: 2370904599980
Dated: 07/12/2023

ABSOLUTE PERMITS P/L

TABULATED AREA CALCULATIONS FOR ARTIFICIAL LIGHTING PROPOSED:

AREA	ALLOWABLE WATTS	TOTAL LIGHTS	TOTAL WATTS
GROUND	48.75m ²	15 x 10w LED DOWNLIGHTS 1 x 10w BUNKER LIGHT	150 WATTS 10 WATTS
FIRST	53.67m ²	14 x 10w LED DOWNLIGHTS	140 WATTS
GARAGE	21.58m ²	2 x 18w BATTEN LIGHT FLUORESCENT TUBE	36 WATTS
PORCH	0.96m ²	1 x 10w LED DOWNLIGHTS	10 WATTS
TOTAL	124.96m ²		346 WATTS

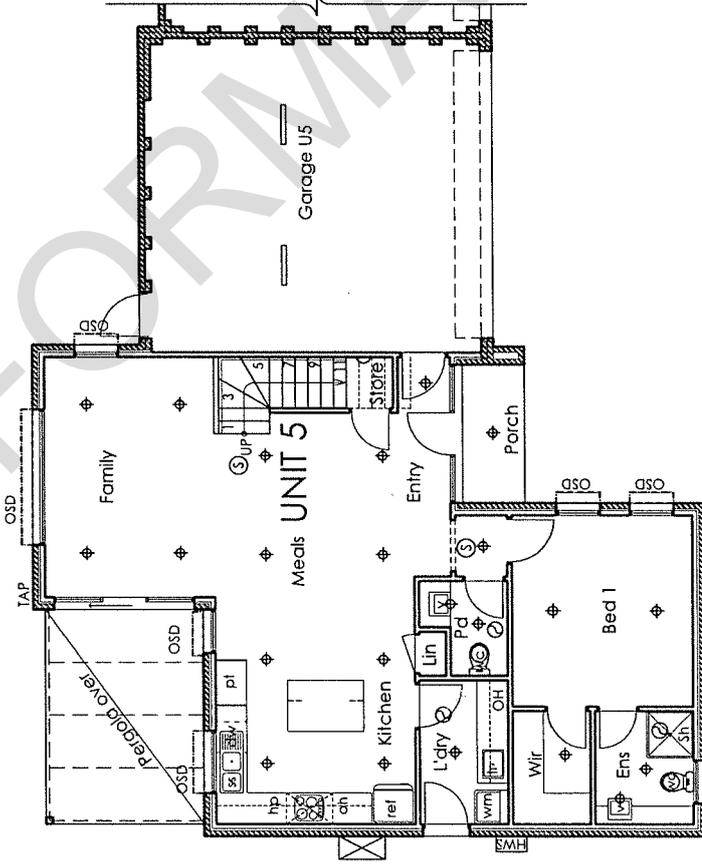


WD-12

37 STOREY RD, RESERVOIR
PROPOSED MULTI UNIT DEVELOPMENT
GROUND & FIRST FLOOR UNIT 4
LIGHTING PLAN
JOB NO. 033723
SCALE 1:100 @A3
IKONDIS.COM.AU



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C	NOV 23	ADD DIMENSIONS TO FLOOR	EC



GROUND FLOOR PLAN UNIT 5

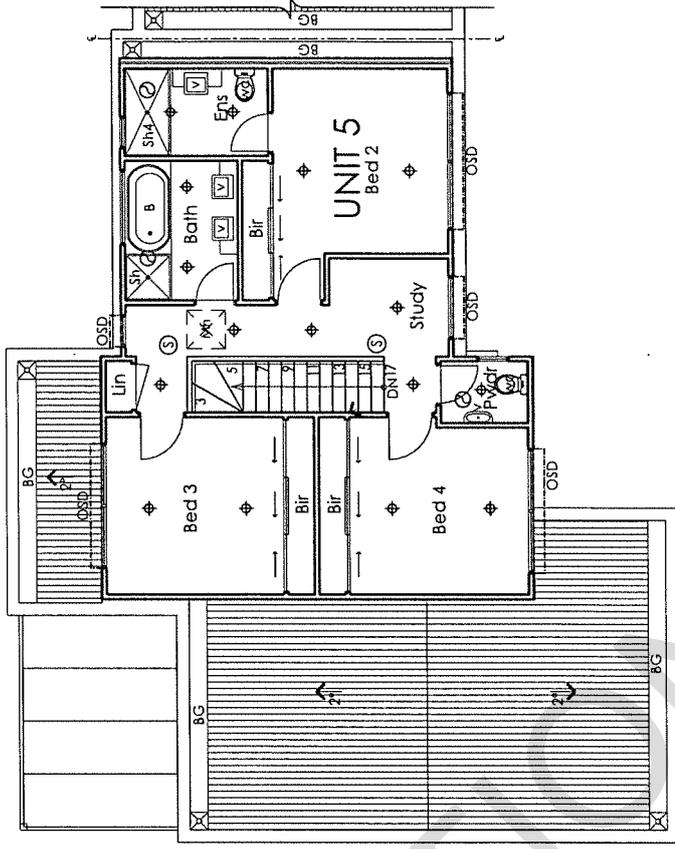
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TO ACHIEVE 6 STAR RATING ENERGY RATING FOR LIGHTING

- LIGHTING MUST HAVE A MAX. POWER DENSITY OF 4W/M2 FOR A DWELLING (LIGHTING COMMITMENT AS PER BESS REPORT)
- 4W/M2 FOR VERANDAH/BALCONY
- 3W/M2 FOR GARAGE

ASSUMPTIONS FOR LIGHTING

- LED DOWNLIGHT OR SIMILAR 10 WATTS
- BATTEN LIGHT FLUORESCENT TUBE OR SIMILAR 18 WATTS
- LED STRIP LIGHT OR SIMILAR UNKNOWN
- BUNKER LIGHT OR SIMILAR - 10 WATTS
- WHERE LAMPS ARE USED THAT HAVE A TRANSFORMER OR BALLAST, THE TRANSFORMER BALLAST MUST BE OF ELECTRICAL TYPE
- HALOGEN LAMPS MUST BE SEPARATELY SWITCHED FROM FLUORESCENT LAMPS
- OUTDOOR LIGHTING MUST BE CONTROLLED BY A DAY SENSOR OR HAVE AT LEAST 40 LUMENS/W
- ALL EXTERNAL DOWN LIGHTS INCLUDING PORCH ARE TO BE MARINE GRADE 5/5 FITTINGS
- PROVIDE POWER TO SERVICES - CONFIRM ON SITE PRIOR TO CONSTRUCTION
- SEAL ALL GAPS & CRACKS IN CEILING
- ALL LIGHTS / TYPES ARE TO BE CONFIRMED BY OWNER PRIOR TO CONSTRUCTION

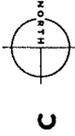


FIRST FLOOR PLAN UNIT 5 PERMIT FROM ABSOLUTE PERMITS P/L

SCALE 1:100

Permit No.: 2370904599980
Dated: 07/12/2023

ABSOLUTE PERMITS P/L



WD-13

37 STOREY RD, RESERVOIR

PROPOSED MULTI UNIT DEVELOPMENT
GROUND & FIRST FLOOR UNIT 5
LIGHTING PLAN
JOB NO. 019723
SCALE 1:100 @A3

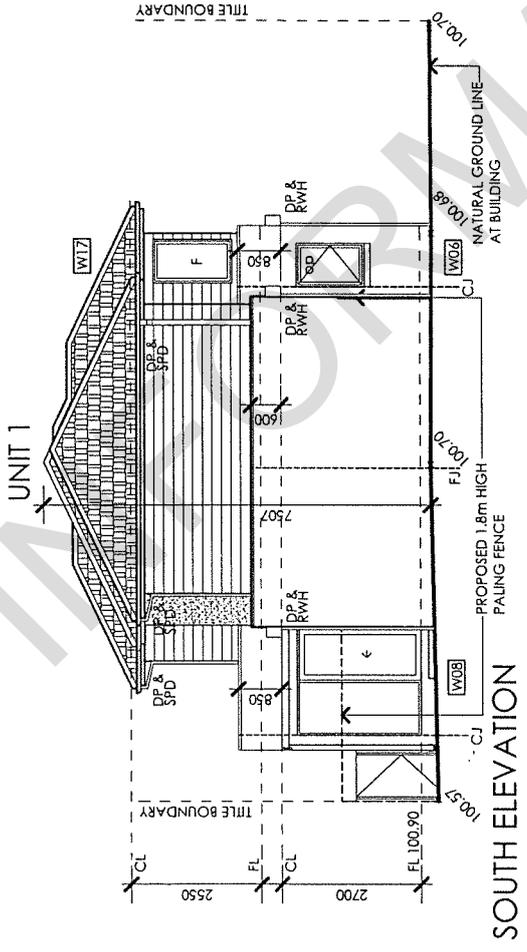
IKONDIS.COM.AU

IKONOMIDIS
DESIGN STUDIO

TABULATED AREA CALCULATIONS FOR ARTIFICIAL LIGHTING PROPOSED:

AREA	ALLOWABLE WATTS	TOTAL LIGHTS	TOTAL WATTS
GROUND	85.50m²	27 x 10w LED DOWNLIGHTS 1 x 10w BUNKER LIGHT	270 WATTS 10 WATTS
FIRST	73.02m²	18 x 10w LED DOWNLIGHTS	180 WATTS
GARAGE	39.32m²	4 x 18w BATTEN LIGHT FLUORESCENT TUBE	72 WATTS
PORCH	3.24m²	1x 10w LED DOWNLIGHTS	10 WATTS
TOTAL	201.08m²		542 WATTS

Rev	Date	Issue	Int.
PT	SEP 21	NOT FOR CONSTRUCTION	MK
A	JUN 22	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV 23	ADD DIMENSIONS TO FLOOR	EC



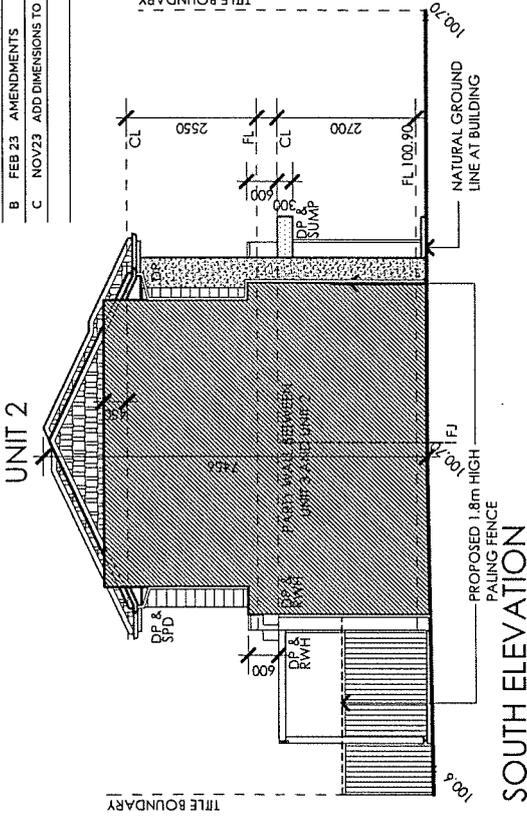
SOUTH ELEVATION
SCALE 1:100

FINISHES LEGEND
REFER TO ENDORSED COLOUR SCHEDULE BY COUNCIL

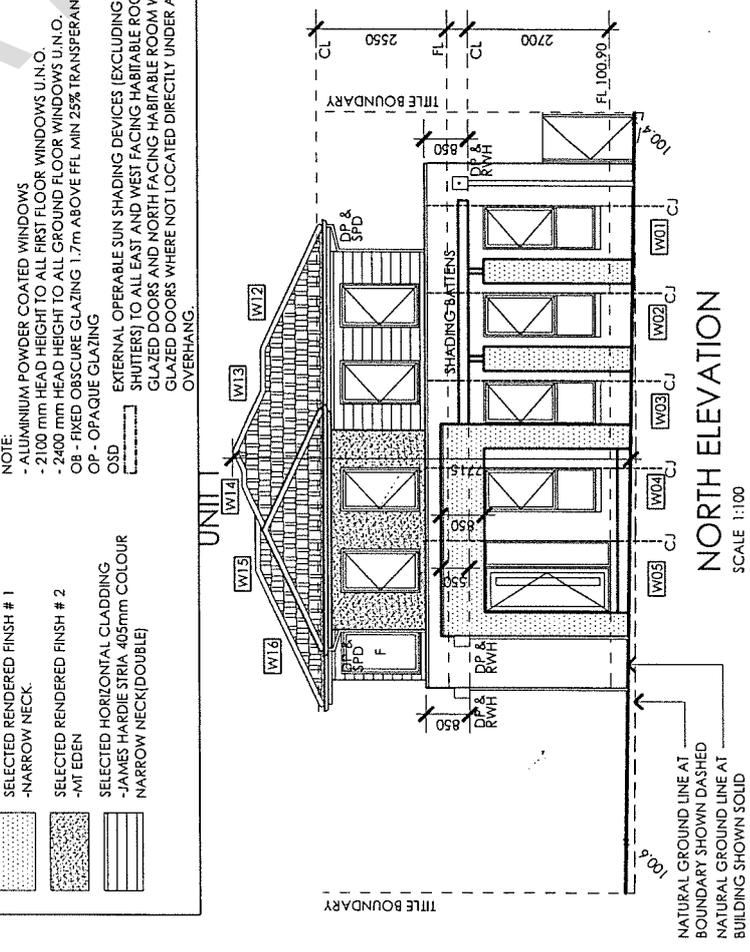
- SELECTED RENDERED FINISH # 1 - NARROW NECK
- SELECTED RENDERED FINISH # 2 - MT EDEN
- SELECTED HORIZONTAL CLADDING - JAMES HARDIE STRIA 405mm COLOUR NARROW NECK(DOUBLE)
- SELECTED FACE BRICKWORK - SELKIRK TAWNY HERITAGE MOONSHADOW.
- CONCRETE ROOF TILES AT 25° PITCH - CLASSIC DEEP SHADOW.

NOTE:

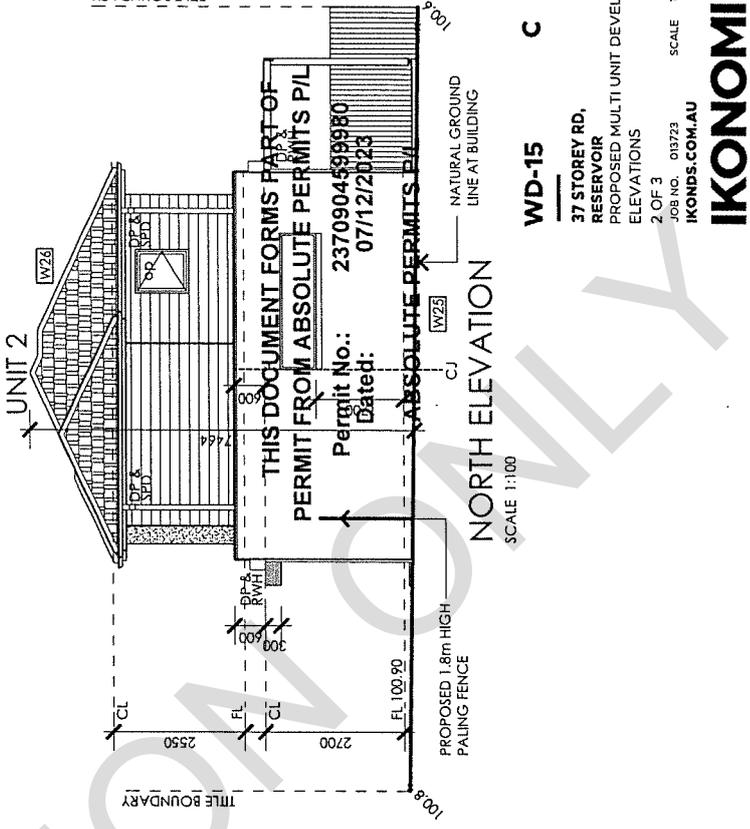
- ALUMINIUM POWDER COATED WINDOWS - 2100 mm HEAD HEIGHT TO ALL FIRST FLOOR WINDOWS U.N.O.
- 2400 mm HEAD HEIGHT TO ALL GROUND FLOOR WINDOWS U.N.O.
- OB - FIXED OBSCURE GLAZING 1.7m ABOVE FFL MIN 25% TRANSPARENT
- OP - OPAQUE GLAZING
- OSD - EXTERNAL OPERABLE SUN SHADING DEVICES (EXCLUDING ROLLER SHUTTERS) TO ALL EAST AND WEST FACING HABITABLE ROOM WINDOWS/ GLAZED DOORS AND NORTH FACING HABITABLE ROOM WINDOWS/ GLAZED DOORS WHERE NOT LOCATED DIRECTLY UNDER AN EAVE OR OVERHANG.



SOUTH ELEVATION
SCALE 1:100



NORTH ELEVATION
SCALE 1:100



NORTH ELEVATION
SCALE 1:100

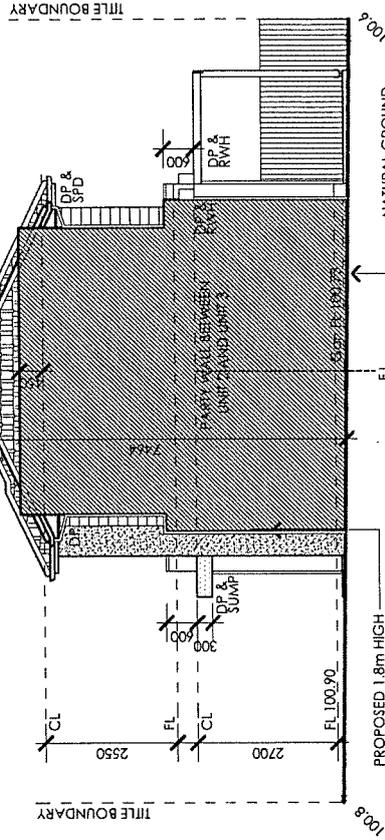
WD-15 C

**37 STOREY RD,
RESERVOIR**
PROPOSED MULTI UNIT DEVELOPMENT
ELEVATIONS
2 OF 3
JOB NO. 013723
IKONDIS.COM.AU
SCALE 1:100 @A3

IKONOMIDIS
DESIGN STUDIO

Rev	Date	Issue
Int.		
P1	SEP 21	NOT FOR CONSTRUCTION
A	JUN 22	BUILDING PERMIT
B	FEB 23	AMENDMENTS
C	NOV 23	ADD DIMENSIONS TO FLOOR EC

UNIT 3



NORTH ELEVATION
SCALE 1:100

FINISHES LEGEND
REFER TO ENDORSED COLOUR SCHEDULE BY COUNCIL

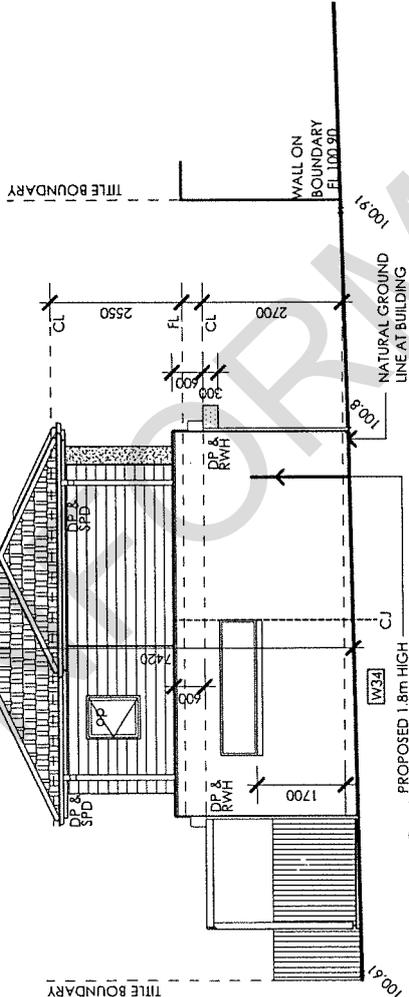
- SELECTED RENDERED FINISH # 1 - NARROW NECK.
- SELECTED RENDERED FINISH # 2 - MIT EDEN
- SELECTED HORIZONTAL CLADDING - JAMES HARDIE STRIA 405mm COLOUR NARROW NECK(DOUBLE)

NOTE:

- ALUMINIUM POWDER COATED WINDOWS
- 2100 mm HEAD HEIGHT TO ALL FIRST FLOOR WINDOWS U.N.O.
- 2400 mm HEAD HEIGHT TO ALL GROUND FLOOR WINDOWS U.N.O.
- O.B - FIXED OPAQUE GLAZING 1.7m ABOVE FFL MIN 25% TRANSPARENT
- O.P - OPAQUE GLAZING
- O.S.D.
- EXTERNAL OPERABLE SUN SHADING DEVICES (EXCLUDING ROLLER SHUTTERS) TO ALL EAST AND WEST FACING HABITABLE ROOM WINDOWS/ GLAZED DOORS AND NORTH FACING HABITABLE ROOM WINDOWS/ GLAZED DOORS WHERE NOT LOCATED DIRECTLY UNDER AN EAVE OR OVERHANG.

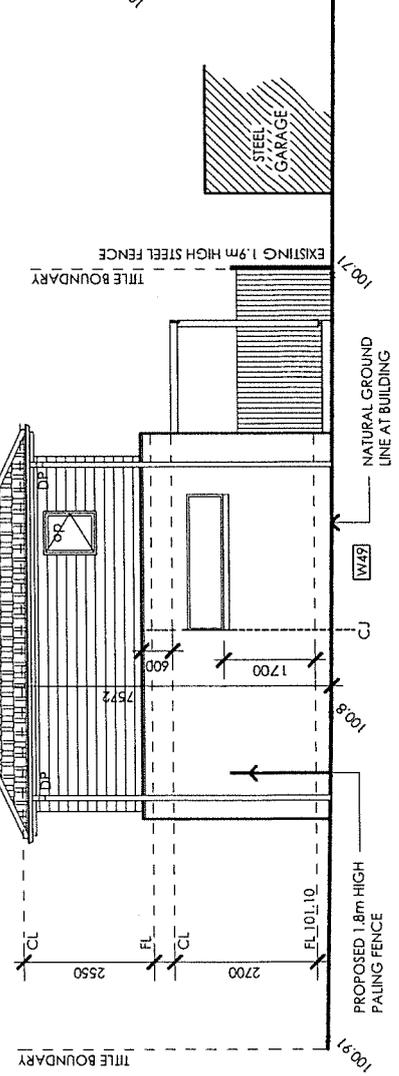
SELECTED FACE BRICKWORK
SELKIRK TAWNY HERITAGE MOONSHADOW.
CONCRETE ROOF TILES AT 25° PITCH
-CLASSIC DEEP SHADOW.

UNIT 3



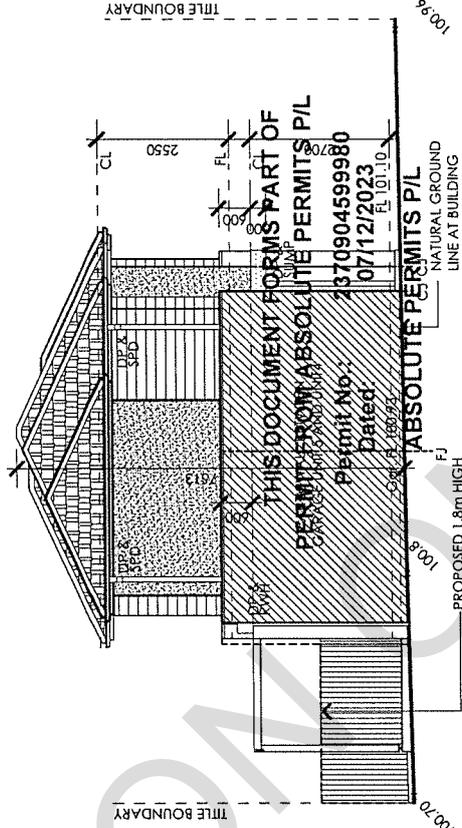
SOUTH ELEVATION
SCALE 1:100

UNIT 4



NORTH ELEVATION
SCALE 1:100

UNIT 4



SOUTH ELEVATION
SCALE 1:100

WD-16 C

37 STOREY RD,
RESERVOIR
PROPOSED MULTI UNIT DEVELOPMENT
ELEVATIONS
3 OF 3
JOB NO. 013723
IKONDIS.COM.AU
SCALE 1:100 @A3

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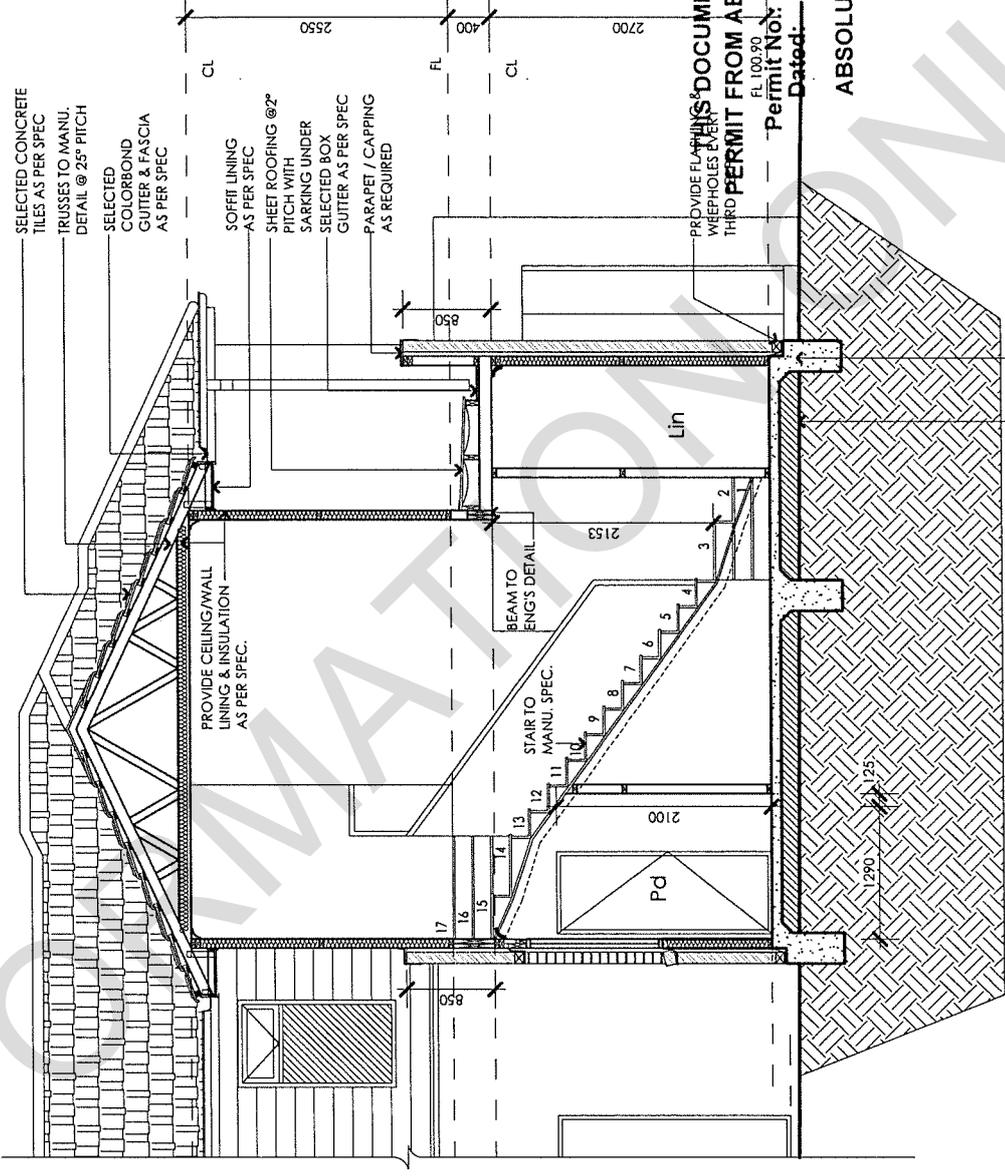
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1.0m HIGH HANDRAIL & BALUSTRADE TO AT LEAST ONE SIDE OF STAIRS TO BUILDERS SELECTION & BCA REQUIREMENTS-INSTALLED TO MANUFACTURERS INSTRUCTIONS.

NOTE:
 FL- REFERS TO STRUCTURAL FLOOR LEVEL AT TOP OF FLOOR JOIST OR TOP OF STRUCTURAL FLOOR SLAB.
 CL- REFERS TO STRUCTURAL CEILING LEVEL TO UNDERSIDE OF STRUCTURAL ROOF TRUSSES OR TO U/SIDE OF CEILING FURRING CHANNELS FOR SPECIFIC CEILING TYPE.

Rev	Date	Issue	Int
P1	SEP 21	NOT FOR CONSTRUCTION	MK
A	JUN 22	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV23	ADD DIMENSIONS TO FLOOR EC	EC

UNIT 1



- SELECTED CONCRETE TILES AS PER SPEC
- TRUSSES TO MANU. DETAIL @ 25° PITCH
- SELECTED COLORBOND GUTTER & FASCIA AS PER SPEC
- SOFFIT LINING AS PER SPEC
- SHEET ROOFING @ 2° PITCH WITH SARKING UNDER SELECTED BOX GUTTER AS PER SPEC
- PARAPET / CAPPING AS REQUIRED
- PROVIDE CEILING/WALL LINING & INSULATION AS PER SPEC.
- STAIR TO MANU. SPEC.
- BEAM TO ENG'S DETAIL
- 2153
- 2100
- Pd
- 1200
- 1250
- 850
- 850
- 2700
- 400
- 2550
- CL
- FL
- CL

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 PERMIT FROM ABSOLUTE PERMITS P/L
 FL 100,90
 2370904599980
 Permit No:
 Dated: 07/12/2023

ABSOLUTE PERMITS P/L

WD-17 C

37 STOREY RD,
 RESERVOIR
 PROPOSED MULTI UNIT DEVELOPMENT
 SECTION A

JOB NO. 013723
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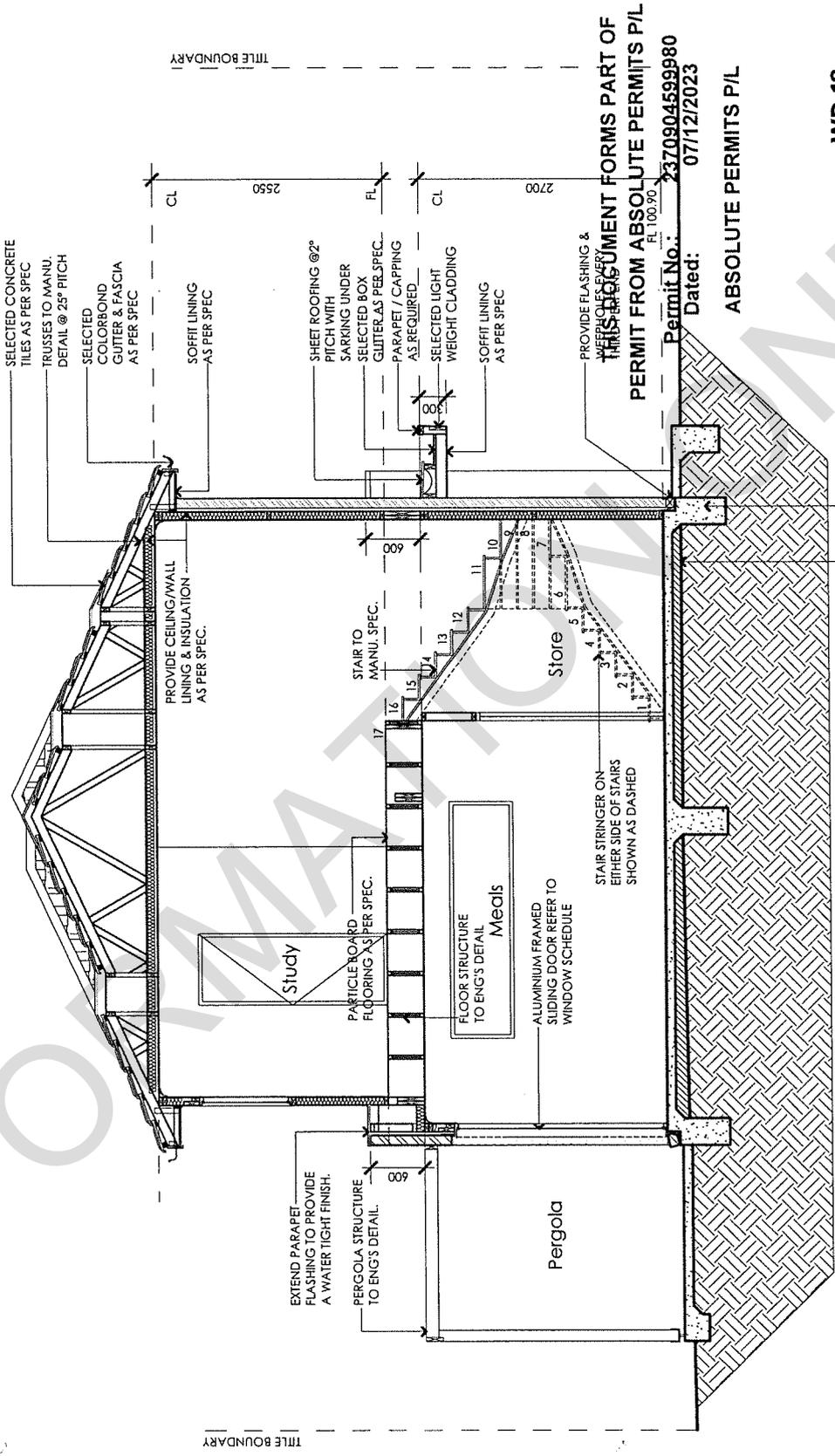
SECTION A
 SCALE 1:50

1.0m HIGH HANDRAIL & BALUSTRADE TO AT LEAST ONE SIDE OF STAIRS TO BUILDERS SELECTION & BCA REQUIREMENTS-INSTALLED TO MANUFACTURERS INSTRUCTIONS.

NOTE:
 FL- REFERS TO STRUCTURAL FLOOR LEVEL AT TOP OF FLOOR JOIST OR TOP OF STRUCTURAL FLOOR SLAB.
 CL- REFERS TO STRUCTURAL CEILING LEVEL TO UNDERSIDE OF STRUCTURAL ROOF TRUSSES OR TO U/SIDE OF CEILING FURRING CHANNELS FOR SPECIFIC CEILING TYPE.

Rev	Date	Issue	Int.
P1	SEP 21	NOT FOR CONSTRUCTION	MK
A	JUN 22	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV 23	ADD DIMENSIONS TO FLOOR	EC

UNIT 2



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 PERMIT No.: 2370904599980
 Dated: 07/12/2023

ABSOLUTE PERMITS P/L

WD-18 C

37 STOREY RD,
 RESERVOIR
 PROPOSED MULTI UNIT DEVELOPMENT
 SECTION B

JOB NO. 013723
 SCALE 150 @A3
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SECTION B
 SCALE 1:50

400mm CLEARANCE TO UNDERSIDE OF BEARER REQUIRED FOR TERMITE AFFECTED AREA.

NOTE:

FL- REFERS TO STRUCTURAL FLOOR LEVEL AT TOP OF FLOOR JOIST OR TOP OF STRUCTURAL FLOOR SLAB.
 CL- REFERS TO STRUCTURAL CEILING LEVEL TO UNDERSIDE OF STRUCTURAL ROOF TRUSSES OR TO UPSIDE OF CEILING FURRING CHANNELS FOR SPECIFIC CEILING TYPE.

Rev	Date	Issue	Int.
PI	SEP 21	NOT FOR CONSTRUCTION	MK
A	JUN 22	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV 23	ADD DIMENSIONS TO FLOOR EC	

SELECTED BOX GUTTER AS PER SPEC
 PROVIDE PARAPET FLASHING & CAPPING AS REQUIRED

UNIT 2
 SELECTED CONCRETE TILES AS PER SPEC TRUSSES TO MANU. DETAIL @ 25° PITCH

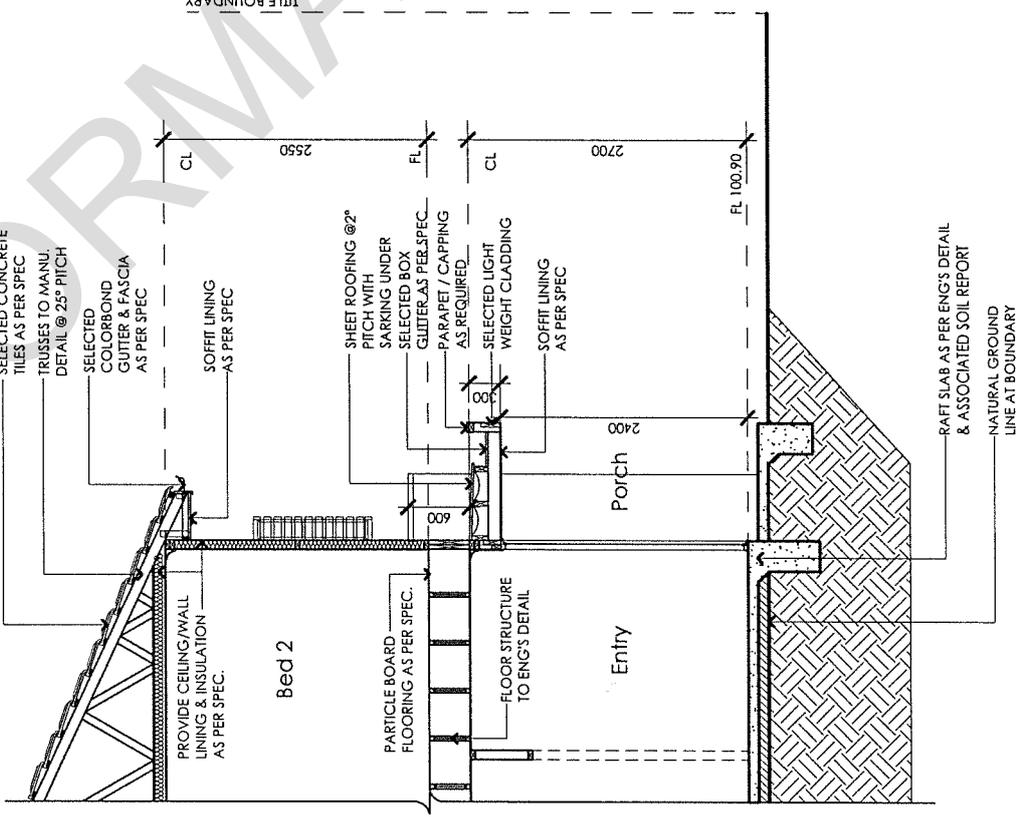
UNIT 3
 PROVIDE CEILING/WALL LINING & INSULATION AS PER SPEC.

CL 450

CL 2550

CL 2700

FL 100.90



SELECTED CONCRETE TILES AS PER SPEC TRUSSES TO MANU. DETAIL @ 25° PITCH
 SELECTED COLORBOND GUTTER & FASCIA AS PER SPEC
 SOFFIT LINING AS PER SPEC

PROVIDE CEILING/WALL LINING & INSULATION AS PER SPEC.
 PARTICLE BOARD FLOORING AS PER SPEC.
 SHEET ROOFING @ 2° PITCH WITH SARKING UNDER
 SELECTED BOX GUTTER AS PER SPEC
 PARAPET / CAPPING AS REQUIRED
 SELECTED LIGHT WEIGHT CLADDING
 SOFFIT LINING AS PER SPEC

RAFT SLAB AS PER ENG'S DETAIL & ASSOCIATED SOIL REPORT
 NATURAL GROUND LINE AT BOUNDARY

CL 2550

FL 2870

CL 2550

FL 2870

CL 2550

FL 2870

CL 2550

FL 2870

CL 2550

FL 2870

CL 2550

FL 2870

CL 2550

FL 2870

CL 2550

FL 2870

CL 2550

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CL 2550

FL 2870

CL 2870

CL 2870

CL 2870

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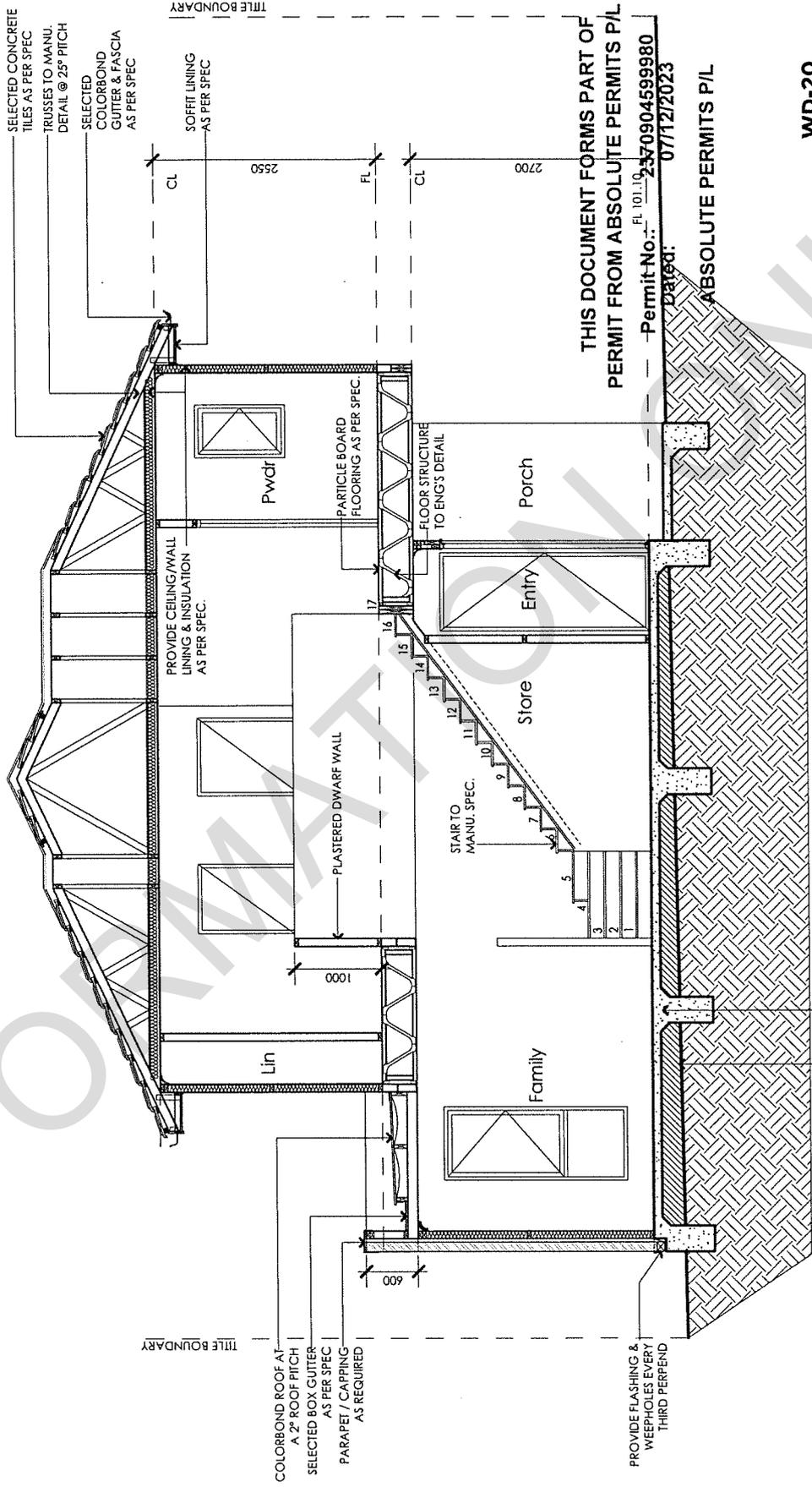
1.0m HIGH HANDRAIL & BALUSTRADE TO AT LEAST ONE SIDE OF STAIRS TO BUILDERS SELECTION & BCA REQUIREMENTS-INSTALLED TO MANUFACTURES INSTRUCTIONS.

NOTE:

FL- REFERS TO STRUCTURAL FLOOR LEVEL AT TOP OF FLOOR JOIST OR TOP OF STRUCTURAL FLOOR SLAB.
CL- REFERS TO STRUCTURAL CEILING LEVEL TO UNDERSIDE OF STRUCTURAL ROOF TRUSSES OR TO UPSIDE OF CEILING FURRING CHANNELS FOR SPECIFIC CEILING TYPE.

Rev	Date	Issue	Int.
P1	SEP 21	NOT FOR CONSTRUCTION	MK
A	JUN 22	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV23	ADD DIMENSIONS TO FLOOR	EC

UNIT 5



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Permit No.: FL 10110-2370904599980
Dated: 07/12/2023

ABSOLUTE PERMITS P/L

WD-20 C

37 STOREY RD,
RESERVOIR
PROPOSED MULTI UNIT DEVELOPMENT
SECTION E

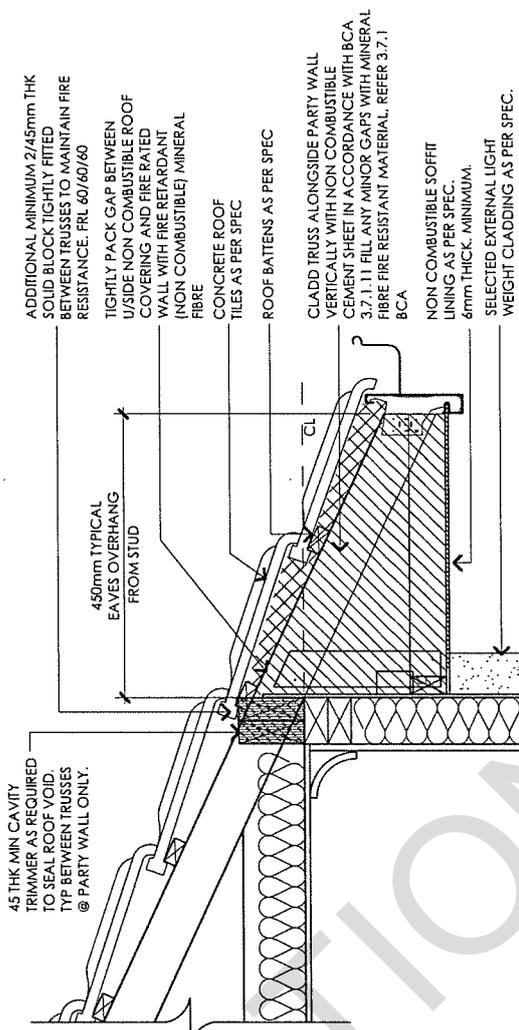
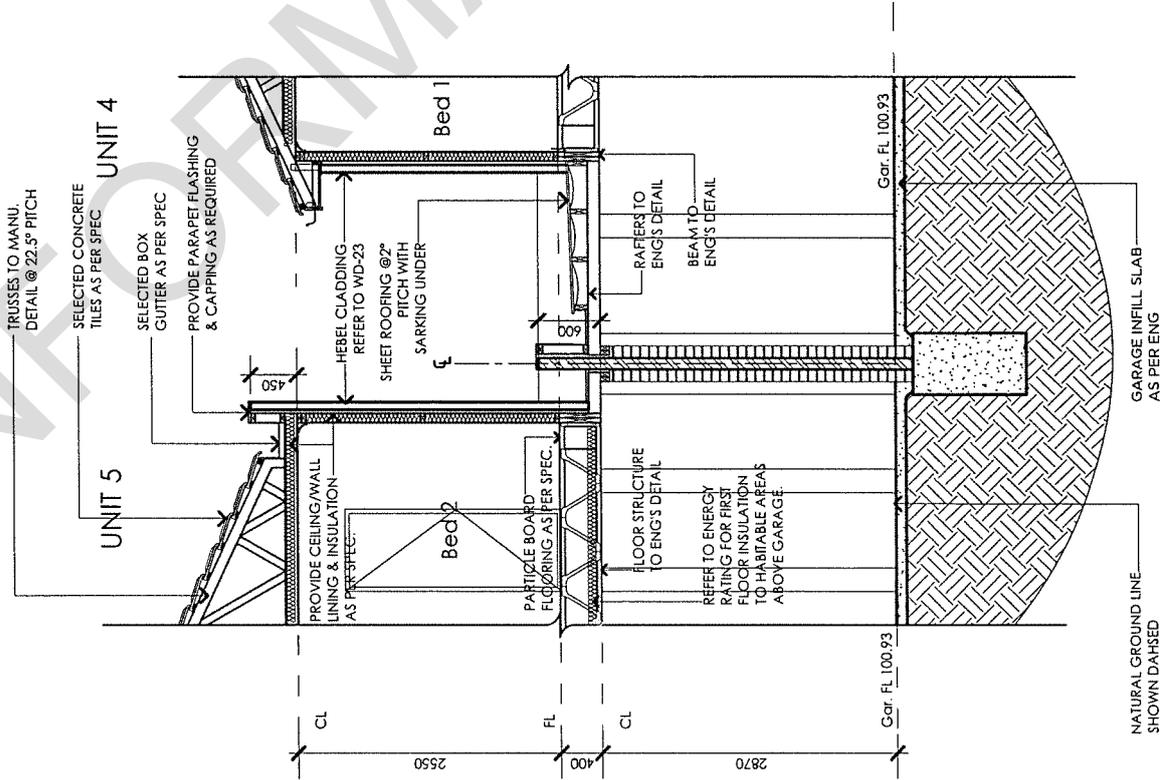
JOB NO. 033723
IKONMIDIS.COM.AU
SCALE 1:50/1/10 @A3



SECTION E
SCALE 1:50

Rev	Date	Issue	Int.
PI	SEP 21	NOT FOR CONSTRUCTION	MK
A	JUN 23	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV 23	ADD DIMENSIONS TO FLOOR	EC

NOTE:
 FL- REFERS TO STRUCTURAL FLOOR LEVEL AT TOP OF FLOOR JOIST OR TOP OF STRUCTURAL FLOOR SLAB.
 CL- REFERS TO STRUCTURAL CEILING LEVEL TO UNDERSIDE OF STRUCTURAL ROOF TRUSSES OR TO U/SIDE OF CEILING FURRING CHANNELS FOR SPECIFIC CEILING TYPE.



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 PERMIT FROM ABSOLUTE PERMITS P/L

Permit No.: 237090459980
 Dated: 07/12/2023

DETAIL SCALE: 1:10
 1 TYPICAL FIRE RATED WALL & EAVE JUNCTION (LIGHTWEIGHT PERMITS P/L)

WD-21 C
 37 STOREY RD,
 RESERVOIR
 PROPOSED MULTI UNIT DEVELOPMENT
 SECTION F
 & DETAIL
 JOB NO. 013723
 IKONMIDIS.COM.AU
 SCALE 1:50/1:10 @A3

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 DESIGN STUDIO

SECTION F
 SCALE 1:50

Rev	Date	Issue	Int.
P1	SEP 21	NOT FOR CONSTRUCTION	MK
A	JUN 22	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV23	ADD DIMENSIONS TO FFLOOR	EC

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<p>TYPE A ALUMINIUM FRAMED SELECTED TIMBER ENTRY DOOR GLASS TO AS 1288-2006 W56</p>	<p>TYPE B ALUMINIUM IMPROVED FRAMED SLIDING DOOR GLASS TO AS 1288-2006 W62</p>	<p>TYPE C ALUMINIUM IMPROVED FRAMED SLIDING DOOR GLASS TO AS 1288-2006 W23, W36, W47</p>	<p>TYPE D ALUMINIUM IMPROVED FRAMED SLIDING DOOR GLASS TO AS 1288-2006 W08</p>	<p>TYPE E ALUMINIUM FRAMED SELECTED TIMBER ENTRY DOOR GLASS TO AS 1288-2006 W05</p>	<p>TYPE F ALUMINIUM FRAMED SELECTED TIMBER ENTRY DOOR GLASS TO AS 1288-2006 W21, W32, W45</p>	<p>TYPE G ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W07, W60</p>	<p>TYPE H ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W01, W02, W03, W04, W24, W35, W48, W57, W58, W61, W64</p>	<p>TYPE I ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W20, W33, W44</p>	<p>TYPE J ALUMINIUM IMPROVED FRAMED FIXED SASH GLASS TO AS 1288-2006 W23, W34, W49</p>	<p>TYPE K ALUMINIUM IMPROVED FRAMED AWNING SASH GLASS TO AS 1288-2006 W09, W63</p>	<p>TYPE L ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W06-op, W59-op, W22, W37, W46</p>	<p>TYPE M ALUMINIUM IMPROVED FRAMED AWNING SASH GLASS TO AS 1288-2006 W29, W40</p>	<p>TYPE N ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W71</p>	<p>TYPE O ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W10, W11, W26, W50, W53, W43</p>	<p>TYPE P ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W67</p>	<p>TYPE Q ALUMINIUM IMPROVED FRAMED AWNING SASH GLASS TO AS 1288-2006 W31, W38, W70</p>	<p>TYPE R ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W69</p>	<p>TYPE S ALUMINIUM IMPROVED FRAMED AWNING SASH GLASS TO AS 1288-2006 W65, W72</p>	<p>TYPE T ALUMINIUM IMPROVED FRAMED AWNING SASH GLASS TO AS 1288-2006 W30, W39, W54</p>	<p>TYPE U ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W12, W13, W14, W15, W66</p>	<p>TYPE V ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W66</p>	<p>TYPE W ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W19, W27, W42, W51</p>	<p>TYPE X ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W18</p>	<p>TYPE Y ALUMINIUM IMPROVED FRAMED CASEMENT SASH GLASS TO AS 1288-2006 W55</p>	<p>TYPE Z ALUMINIUM IMPROVED FRAMED AWNING SASH GLASS TO AS 1288-2006 W68</p>	<p>TYPE AA ALUMINIUM IMPROVED FRAMED FIXED SASH GLASS TO AS 1288-2006 W16, W17, W28, W41, W62</p>	<p>TYPE AB ALUMINIUM IMPROVED FRAMED FIXED SASH GLASS TO AS 1288-2006 UNIT 5 LAUNDRY</p>
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NOTES

- *SIZES MAY VARY FROM MANUFACTURER'S STANDARDS
- *ALUMINIUM IMPROVED WINDOW FRAMES HAVE A MAX. 6.4 U VALUE
- *ALL INTERNAL GLAZING TO BE IN ACCORDANCE WITH AS 1288-2006
- *EXTERNAL GLAZING TO BE IN ACCORDANCE WITH AS 2047-1999
- *REVEAL SIZE WILL VARY ACCORDING TO CLADDING TYPE & THICKNESS - REFER TO PLANS FOR TYPE/EXTENT

FIRST FLOOR WINDOWS MUST BE PROTECTED BY A DEVICE TO RESTRICT THE WINDOW OPENING TO NOT PERMIT A 125MM SPHERE TO PASS THROUGH THE WINDOW OPENING & MUST RESIST AN OUTWARD HORIZONTAL ACTION OF 250N AGAINST THE WINDOW RESTRAINED DEVICE.

IF A DEVICE TO RESTRICT THE WINDOW OPENING IS USED WITH A CHILD RESTRAINT RELEASE MECHANISM TO ENABLE THE DEVICE TO BE REMOVED / UNLOCKED OR OVER RIDDEN THE HEIGHT OF THE OPENING MUST BE NOT LESS THAN 865MM ABOVE FFL.

SAFETY GLAZING - ALL GLAZING TO BE IN ACCORDANCE WITH AS 1288, AS2047 & NCC BCA PART 3.6

- ALL ROOMS - WITHIN 500mm VERTICAL OF FLOOR
- BATHROOMS - ALL GLAZING IN BATHROOMS, ENSUITES, SPA ROOMS OR THE LIKE INCLUDING DOORS & SCREENS, BATH ENCLOSURES & ASSOCIATED WINDOWS WITHIN 2000mm VERTICAL FROM THE BATH OR SHOWER BASE OR FINISHED FLOOR LEVEL
- LAUNDRY - WITHIN 1200mm VERTICAL FROM FLOOR LEVEL &/OR WITHIN 300mm VERTICAL OF TROUGH
- DOORWAY - WITHIN 300mm HORIZONTAL FROM ALL DOORS

PERMIT FROM ABSOLUTE PERMITS P/L
Permit No.: 2370904599980
Dated: 07/12/2023

THIS DOCUMENT FORMS PART OF -

WD-22
37 STOREY RD, RESERVOIR
PROPOSED MULTI UNIT DEVELOPMENT WINDOW SCHEDULE

TYPE A ABSOLUTE PERMITS P/L
ALUMINIUM IMPROVED FRAMED GLAZED DOOR
GLASS TO AS 1288-2006
UNIT 5 LAUNDRY

TYPE Z
ALUMINIUM IMPROVED FRAMED AWNING SASH
GLASS TO AS 1288-2006
W68

TYPE Y
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W55

TYPE X
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W18

TYPE W
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W19, W27, W42, W51

TYPE V
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W66

TYPE U
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W12, W13, W14, W15, W66

TYPE T
ALUMINIUM IMPROVED FRAMED AWNING SASH
GLASS TO AS 1288-2006
W30, W39, W54

TYPE S
ALUMINIUM IMPROVED FRAMED AWNING SASH
GLASS TO AS 1288-2006
W65, W72

TYPE R
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W69

TYPE Q
ALUMINIUM IMPROVED FRAMED AWNING SASH
GLASS TO AS 1288-2006
W31, W38, W70

TYPE P
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W67

TYPE O
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W10, W11, W26, W50, W53, W43

TYPE N
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W71

TYPE M
ALUMINIUM IMPROVED FRAMED AWNING SASH
GLASS TO AS 1288-2006
W29, W40

TYPE L
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W06-op, W59-op, W22, W37, W46

TYPE K
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W09, W63

TYPE J
ALUMINIUM IMPROVED FRAMED FIXED SASH
GLASS TO AS 1288-2006
W23, W34, W49

TYPE I
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W20, W33, W44

TYPE H
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W01, W02, W03, W04, W24, W35, W48, W57, W58, W61, W64

TYPE G
ALUMINIUM IMPROVED FRAMED CASEMENT SASH
GLASS TO AS 1288-2006
W07, W60

TYPE F
ALUMINIUM FRAMED SELECTED TIMBER ENTRY DOOR
GLASS TO AS 1288-2006
W21, W32, W45

TYPE E
ALUMINIUM FRAMED SELECTED TIMBER ENTRY DOOR
GLASS TO AS 1288-2006
W05

TYPE D
ALUMINIUM IMPROVED FRAMED SLIDING DOOR
GLASS TO AS 1288-2006
W08

TYPE C
ALUMINIUM IMPROVED FRAMED SLIDING DOOR
GLASS TO AS 1288-2006
W23, W36, W47

TYPE B
ALUMINIUM IMPROVED FRAMED SLIDING DOOR
GLASS TO AS 1288-2006
W62

TYPE A
ALUMINIUM IMPROVED FRAMED SLIDING DOOR
GLASS TO AS 1288-2006
W56

* PROVIDE LOCKS TO ALL OPENABLE WINDOWS UNLESS NOTED OTHERWISE.

REFER TO ENERGY RATING FOR GLAZING TYPE

CONFIRM WINDOW OPENING SIZE ON SITE PRIOR TO FABRICATION AND INSTALLATION

WINDOW SCHEDULE
SCALE 1:100

IKONOMIDIS
DESIGN STUDIO

JOB NO. 019723
SCALE 1:100 @A3
IKONDS.COM.AU

GENERAL SPECIFICATION

SOIL CLASSIFICATION REFER TO SOIL REPORT
 CEILING HEIGHT GROUND FLOOR 2700mm
 FIRST FLOOR 2550mm
 ROOFING TYPE SELECTED SHEET ROOFING AT 2° & 25° PITCH WITH SARKING UNDER.
 ROOFING MASS 90 KG/M² & 40 KG/M²
 ROOF LOAD WIDTH 4000mm

EXTERNAL WALLS REFER TO WALL LEGEND WD-21
 INTERNAL LEAF TIMBER STUD WALL LINED WITH PLASTERBOARD
 FOOTINGS RAFT SLAB REFER TO ENG'S DETAIL
 BOTTOM WALL PLATE SAME AS STUD, PROVIDE SOLID BLOCKING TO FIRST FLOOR BETWEEN JOISTS.
 STUDS STUDS LOWER STOREY 90x35 MGPIO @450 CTRS (NOT NOTCHED). STUDS SINGLE OR UPPER STOREY 90x35 MGPIO @450 CTRS (NOT NOTCHED).
 BRACING METAL ANGLE/SPEEDBRACE AND PLYWOOD BRACING AS REQUIRED TO AS 1684 & AS 2269

TOP WALL PLATES LOWER STOREY 2/45x90 MGPIO
 SINGLE STOREY OR UPPER STOREY 2/35x90 MGPIO.
 JAMB STUDS REFER TO ENG'S DRAWINGS
 LINTELS REFER TO ENG'S DRAWINGS
 ROOF FRAMING TIMBER TRUSSES AT 600 CRS TO MANU DETAILS AND FIXING SPEC. - TRUSS DESIGN COMPS AND LAYOUT PLAN TO BE SUBMITTED AND APPROVED BY BUILDING SURVEYOR PRIOR TO FRAME INSPECTION FIXING TO COMPLY WITH LOCAL WIND CATEGORY

ROOFING BATTENS 25 X 50 F8 HW AT 330CRS (TILED ROOF)
 DOWN PIPE GRADED BATTENS TO FLAT ROOF
 FASCIA & BARGE BOARDS 100 x 50 COLORBOND DOWNPIPES OR COLORBOND NOVALINE OR SIMILAR TO BUILDERS SELECTION
 FLOOR FINISHES TO OWNERS SELECTION
 ROOFING CERAMIC TILES TO OWNER'S WHERE INDICATED ON PLAN
 CEILING LINING SELECTED SHEET ROOFING AT 2° & 25° PITCH WITH SARKING UNDER.
 INTERNAL WALL 4.5 MM FC SHEET
 CEILING LINING 10 MM PLASTERBOARD
 WINDOWS AND SLIDING DOORS 10 MM WATER RESISTANT PLASTERBOARD TO WET AREAS
 EXTERNAL DOORS 10 MM PLASTERBOARD
 REFER TO WINDOW SCHEDULE

WALL INSULATION TO OWNER'S SELECTION - PROVIDE WEATHERSTRIPS
 ELECTRICAL GROUND FLOOR INTERNAL DOOR HEIGHT 2340mm
 EXTERNAL PAINTING FIRST FLOOR INTERNAL DOOR 2040mm
 INTERNAL PAINTING REFER TO ENERGY RATING
 PLUMBING TO AUTHORITY REQUIREMENTS
 KITCHEN & BATHROOM TO OWNERS SELECTION
 FLASHING TO OWNER'S SELECTION
 BUILD IN APPROVED FLASHING AT ALL EXTERNAL OPENINGS TO AUSTRALIAN STANDARDS
 PROVIDE AND INSTALL ALL NECESSARY CAPPINGS AND FLASHINGS OF COMPATIBLE MATERIALS TO THE ROOFING, ALL NEATLY FITTED, SEALED AND FIXED TO PREVENT THE ENTRY OF WATER INTO THE BUILDING.
 ALL WORK TO BE CARRIED OUT IN A TRADESMAN LIKE MANNER AND IN ACCORDANCE WITH THE BEST TRADE PRACTICES
 TO BUILDER'S SELECTION
 SKIRTS & ARCHS TO BUILDER'S SELECTION

INTERNAL DOORS TO ALL WET AREAS, TO OWNER'S SELECTION
 FLOOR & WALL TILING AS PER ENERGY RATING REPORT & GENERAL NOTE WD-01
 ROOF INSULATION ALL TIMBER FRAMING WORKS TO COMPLY WITH TIMBER FRAMING CODE AS 1654 - 2010

FIRST FLOOR FLOORING 19mm STRUCTURAL PARTIALBOARD. COLORBOND TO BUILDER'S SELECTION
 CAPPING TO ALL WET AREAS, TO OWNER'S SELECTION
 FLOOR & WALL TILING AS PER ENERGY RATING REPORT & GENERAL NOTE WD-01
 ROOF INSULATION MIN. 350W X 150D COLORBOND BOX GUTTER (U.N.O) OR SIMILAR TO BUILDERS SELECTION LAID 90 MIN. 1:100 FALL TO OUTLET OVER MARINE PLY BASE
 BOX GUTTER MIN. 300W X 300H X 200D COLORBOND RAINWATER HEAD OR SIMILAR TO BUILDER'S SELECTION WITH MIN. 100 X 50 OVERFLOW POP

BUILDING AREA / UNIT:

SITE AREA	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5
GROUND	67.29m ²	55.21m ²	55.21m ²	54.88m ²	94.63m ²
FIRST	80.12m ²	63.17m ²	63.17m ²	57.87m ²	77.08m ²
GARAGE	40.24m ²	23.74m ²	23.74m ²	23.81m ²	43.04m ²
PORCH / PERGOLA	13.19m ²	10.27m ²	10.27m ²	9.32m ²	16.33m ²
TOTAL	200.84m ² (21.59sq)	152.39m ² (16.38sq)	152.39m ² (16.38sq)	145.88m ² (15.69sq)	231.08m ² (24.84sq)

6. SDA Report summary and commitments

- The design exceeds the NCC code for the energy efficiency requirements.
- LED to be used (4W/m² commitment).
- Good level of access to daylight to living areas and bedrooms.
- High efficient instantaneous gas hotwater system (6 stars).
- Reverse cycle air conditioning (Within 1 star of the best available)
- Daylight and motion sensors will be used for all external lighting.
- Rainwater tanks and envis pit are the measures used to treat the stormwater
- Water efficient fixtures and fittings
- Double glazing
- External shading devices to west and east windows and doors
- Electrical design to allow for future car charging point (40amp circuit breaker)
- Allocate an additional space to accommodate a future green waste bin if required
- Building user guide (BUG) will be provided.

REFER TO BESS REPORT BY KEYSTONE ALLIANCE DATED NOV 2021.

REF NO: 15026

WALL TYPES

- 90mm MGPIO INTERNAL TIMBER FRAME WALL
- 240mm BRICK VENEER WALL AS PER SPEC
- 230mm BRICK WALL WITH PIERS AS PER SPEC

WALL CONSISTING OF:
 - 90mm STUD AS PER AS 1684 AND MANU SPEC
 - WITH HARDBEWAP WEATHER BARRIER
 - SELECTED JAMES HARDIE 14mm THICK, SCYON STRIA EXTERNAL CLADDING INSTALL TO MANU SPEC
 - SELECTED PAINT FINISH TO JAMES HARDIE RECOMMENDATIONS AND PAINT MANUFACTURER SPEC

CODE MARK CERTIFICATE: CM40223 DATE OF EXPIRY: 20.08.2024

CSR PARTY WALL SYSTEM (CSR 2405)
 FRL 40/40/60 RW 4.6 RW+CTR 5.4
 (90 STUDS)

- 1 x 10mm GYPROCK SUPERCHEK
- 1 x 90 x 45mm TIMBER STUDS AT 450mm MAXIMUM CENTRES
- 25mm GYPROCK SHAFT LINER PANEL
- 1 x 90 x 45mm TIMBER STUDS AT 450mm MAXIMUM CENTRES
- 1 x 10mm GYPROCK SUPERCHEK
- 250mm THICK STUD FACE TO STUD FACE

* SPACING BETWEEN STUDS & CENTRE PANEL IS TO BE 20-40mm
 * 88 BRADFORD SOUNDSCREEN INSULATION R2.5 REQUIRED IN BOTH STUD ROWS
 REFER TO MANUFACTURER'S SPECS.

Rev	Date	Issue
PI	SEP 21	NOT FOR CONSTRUCTION
A	JUN 22	BUILDING PERMIT
B	FEB 23	AMENDMENTS
C	NOV 23	ADD DIMENSIONS TO FLOOR EC

HEBEL POWERPANEL XL EXTERNAL WALL SYSTEM
 NO. HEBEL1735 FRL 180/180/180 (FROM OUTSIDE ONLY)

- 75mm CSR HEBEL POWERPANEL XL SCREW FIXED TO 35mm TOP HATS @ 600MM CENTRES WITH SELECTED RENDER FINISH
- ENVIRONMENTAL PROTECTIVE WRAP WALL WRAP
- PERMITS FROM ABSOLUTE PERMITS P/L (LOAD BEARING)
- 90mm BRICK VENEER WALL BA237090459980
- 1 X 10MM GYPROCK SUPERCHEK PLASTERBOARD INTERNAL 200MM OVERALL WALL THICKNESS (EXCLUDING INTERNAL PLASTERBOARD)

REFER TO MAIN ABSOLUTE PERMITS P/L FOR REQUIREMENTS.
 CODE MARK CERTIFICATE: CM40049 DATE OF EXPIRY: 29.04.2025

WD-23 C

37 STOREY RD, RESERVOIR
 PROPOSED MULTI UNIT DEVELOPMENT SPECIFICATION

JOB NO. 013723
 SCALE NTS @A3
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WATERPROOFING

WATERPROOFING OF WET AREAS, BEING BATHROOMS, SHOWERS, SHOWER ROOMS, LAUNDRIES, SANITARY COMPARTMENTS AND THE LIKE SHALL BE PROVIDED IN ACCORDANCE WITH AS 3740-2010. WATERPROOFING OF WET AREAS WITHIN RESIDENTIAL BUILDINGS.

WET AREA WALL LININGS TO BE WATER RESISTANT PLASTERBOARD OR HARDIES VILLABOARD OR SIMILAR INSTALLED TO MANUFACTURERS SPECS AND FIXING REQUIREMENTS.

SHOWER BASES TO BE PREFORMED POLYMARBLE OR SIMILAR INSTALLED TO MANUJ. SPECS.

SHOWER ENCLOSURES TO BE WATERPROOFED TO A MINIMUM 1800 mm MIN ABOVE SHOWER BASE.

BATH / LAUNDRY FLOORS CONTAINING FLOOR WASTES, TO BE FULLY WATER PROOFED FOR THE ENTIRE FLOOR INTO THE FLOOR WASTE. ALL WALL /FLOOR JUNCTIONS TO BE SEALED WITH A SKIRTING OR FLASHING TO A MINIMUM 25mm ABOVE THE FINISHED FLOOR LEVEL AND SEALED TO THE FLOOR.

BATH TUBS TO BE SEALED TO ALL EXPOSED SURFACES AND MIN 150mm HIGH AROUND PERIMETER. IF HOB MOUNTED, SEAL ENTIRE PERIMETER WITH APPROVED SEALANT.

ALL TAP AND FAUCET PENETRATIONS TO BE SEALED TO SUBSTRATE AND TO FINISHED SURFACE.

BASINS, LDRY TROUGHS AND KITCHEN SINKS TO BE SEALED TO 150mm HIGH TO PERIMETER IF LESS THAN 75mm FROM AN ADJACENT WALL.

PROPRIETARY WET AREA MEMBRANES TO BE INSTALLED AS PER MANUFACTURERS SPECS BY AN APPROVED INSTALLER.

SLIP-RESISTANCE CLASSIFICATION

THE REQUIREMENTS FOR SLIP-RESISTANCE TREATMENT TO STAIR TREADS, RAMPS AND LANDING TO COMPLY WITH THE SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN NCC 2019 BCA VOL.2 AMENDMENT 1 3.9.1.4, TABLE 3.9.1.3 & AS4586.

- a. TREADS MUST HAVE
 - i) A SURFACE WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 3.9.1.3 WHEN TESTED IN ACCORDANCE WITH AS 4586; OR
 - ii) A NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 3.9.1.3 WHEN TESTED IN ACCORDANCE WITH AS 4586.
- b. THE FLOOR SURFACE OF A RAMP MUST HAVE A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 3.9.1.3 WHEN TESTED IN ACCORDANCE WITH AS 4586.
- c. LANDINGS, WHERE THE EDGE LEADS TO THE FLIGHT BELOW, MUST HAVE--
 - i) A SURFACE WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 3.9.1.3 WHEN TESTED IN ACCORDANCE WITH AS 4586. FOR NOT LESS THAN 150 MM FROM THE STAIR NOSING; OR
 - ii) A NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION NOT LESS THAN THAT LISTED IN TABLE 3.9.1.3 WHEN TESTED IN ACCORDANCE WITH AS 4586.

APPLICATION	SURFACE CONDITIONS	
	DRY	WET
RAMP NOT STEEPER THAN 1:8	P4 OR R10	P5 OR R12
TREAD SURFACE	P3 OR R10	P4 OR R11
NOSING OR LANDING EDGE STRIP	P3	P4

WEEPHOLES TO BE INSTALLED AT 1200mm SPACING TO PERIMETER OF MASONRY VENEER WALLS AND ABOVE OPENINGS GREATER THAN 1000mm. WEEPHOLES ARE TO BE LOCATED AT A MINIMUM 150mm ABOVE NGL AND 75mm ABOVE PAVED OR CONCRETED AREAS.

AS 4200.1 PLIABLE BUILDING MEMBRANES & UNDERLAY INSTALLATION
PLIABLE BUILDING MEMBRANE INSTALLED IN AN EXTERNAL WALL MUST BE IN ACCORDANCE WITH AS4200.1-2017 & AS4200.2-2017 AND BE A VAPOUR PERMEABLE MEMBRANE LOCATED ON THE EXTERIOR SIDE OF THE PRIMARY INSULATION LAYER OF THE WALL ASSEMBLY.

AS3500.3-2018 PLUMBING AND DRAINAGE
GUTTERS AND DOWNPIPES TO BE IN ACCORDANCE WITH BCA PARTS 3.5.3 AND AS3500.3-2018.

STORMWATER DRAINAGE TO BE IN ACCORDANCE WITH BCA PARTS 3.1.3, 3.5.3 AND AS2050-2018

Rev	Date	Issue	Int.
P1	SEP 21	NOT FOR CONSTRUCTION	MK
A	JUN 22	BUILDING PERMIT	MK
B	FEB 23	AMENDMENTS	EC
C	NOV23	ADD DIMENSIONS TO FLOOR	EC

THIS DOCUMENT FORMS PART OF
PERMIT FROM ABSOLUTE PERMITS P/L

Permit No.: 2370904599980
Dated: 07/12/2023

ABSOLUTE PERMITS P/L

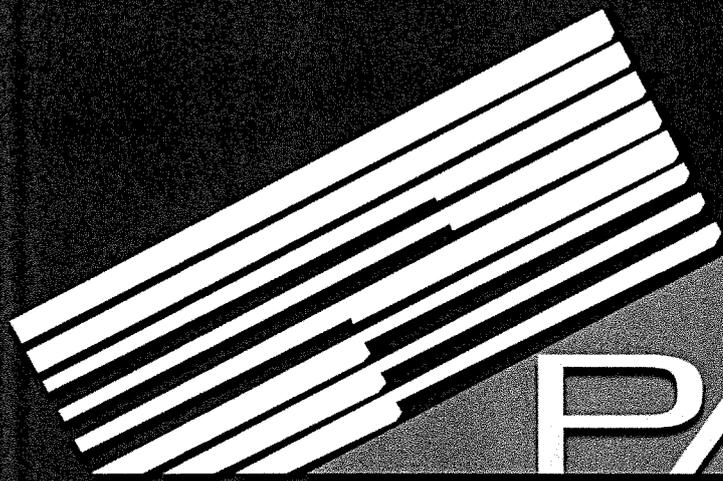
WD-24

C

37 STOREY RD,
RESERVOIR
PROPOSED MULTI UNIT DEVELOPMENT
ADDITIONAL NOTES

JOB NO. 013723 SCALE NTS @A3
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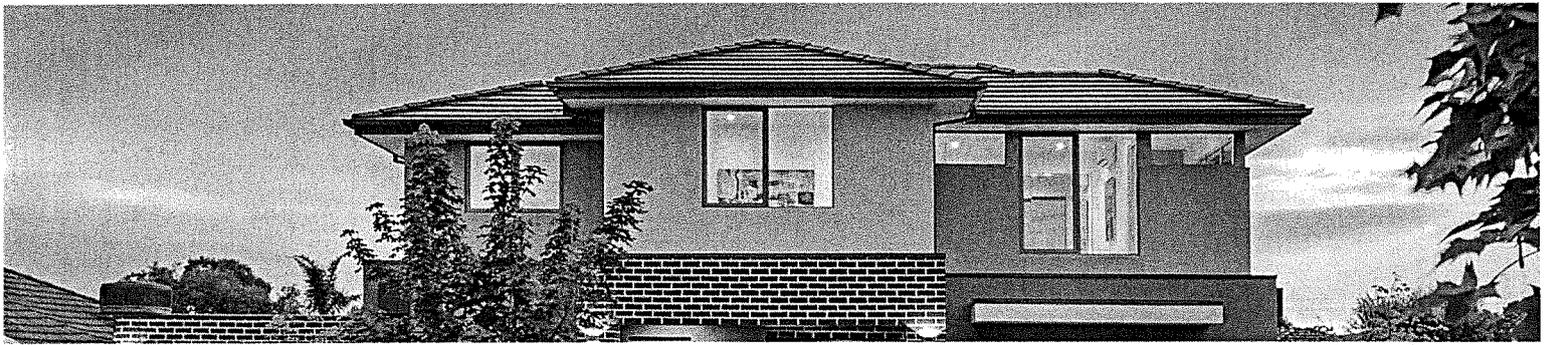
IKONOMIDIS
DESIGN STUDIO



PAMINA
CONSTRUCTIONS

PROJECT SPECIFICATIONS
37 STOREY ROAD, RESERVOIR





PROJECT SPECIFICATION- RESIDENTIAL UNIT DEVELOPMENT

37 Storey Road, Reservoir – 19TH December 2023



Carpentry & Caulking

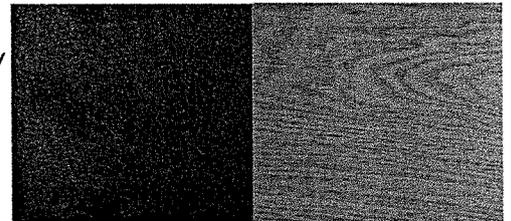
Skirting Throughout 62x12mm MDF
Architraves Throughout 62x12mm MDF
Doors Throughout Flash Panel 2040mm
Caulking Throughout Colour matched to surface

Electrical

Switches & Sockets slim line Throughout
Downlights Throughout Internal
Lights External Builders range

Floors

Engineered Timber flooring Ground Floors Armani Cream
Carpet Bedroom/Hallway/Staircase Godfreghirst Shodow grey



Glazing

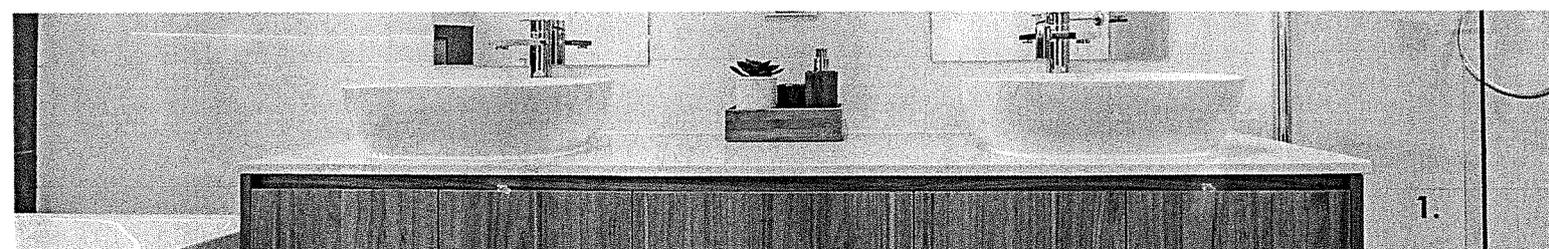
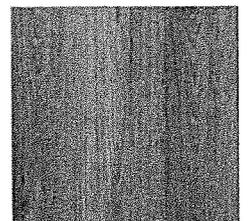
Shower Screens Semi Frameless 2000mm
Robe Door – sliding mirror.
Bathrooms & Robes Built-In

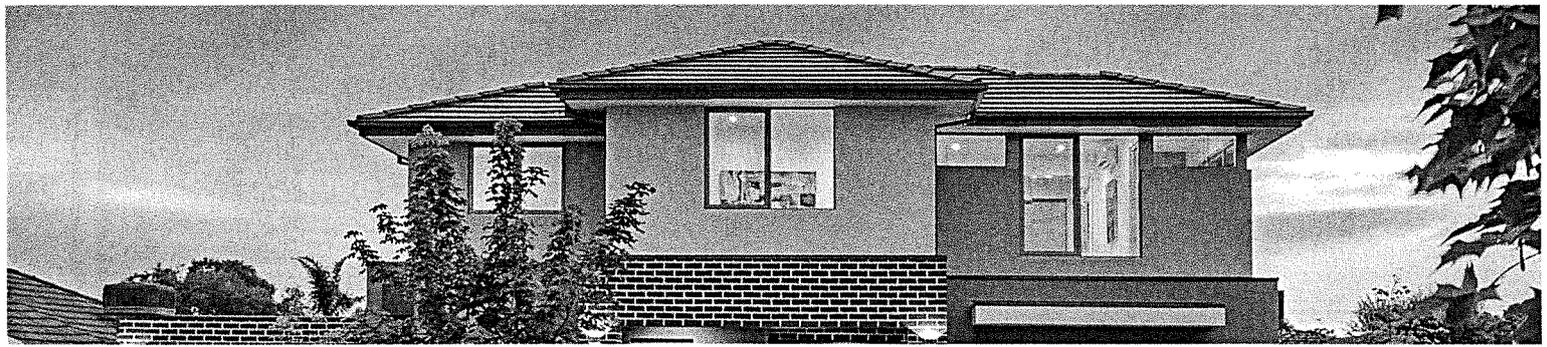
Hardware

Entry Door Builders range
Internal Door Builders range
Door Stop Throughout Builders range.

Joinery

Kitchen Bottom Cabinetry Designer white Laminex
Kitchen Overheads Premiere Oak Laminex
Laundry Cupboards/Doors Designer white Laminex
Vanity Bottom Blackened Premiere Oak Laminex
Vanity Benchtop Natural White (200) 33mm Laminex





PROJECT SPECIFICATION- RESIDENTIAL UNIT DEVELOPMENT

37 Storey Road, Reservoir – 19TH December 2023



Kitchen

Stovetop 600mm Cooktop Technika
Oven 600mm Electrical Oven Technika
Dishwasher 600mm Semi-Integrated Dishwasher Technika
Rangehood 600mm Undermount Rangehood Technika

Plaster

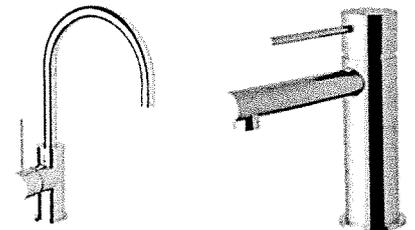
Walls Throughout 10mm plaster
Ceilings Throughout Square Set Finish 10mm plaster

Painting

Walls/Ceilings Lexicon Quarter Dulux
Doors Lexicon Quarter Semi Gloss Dulux
Skirting & Architraves Lexicon Quarter Semi Gloss Dulux
Staircase Handrail Pine painted clear finish to match floor.

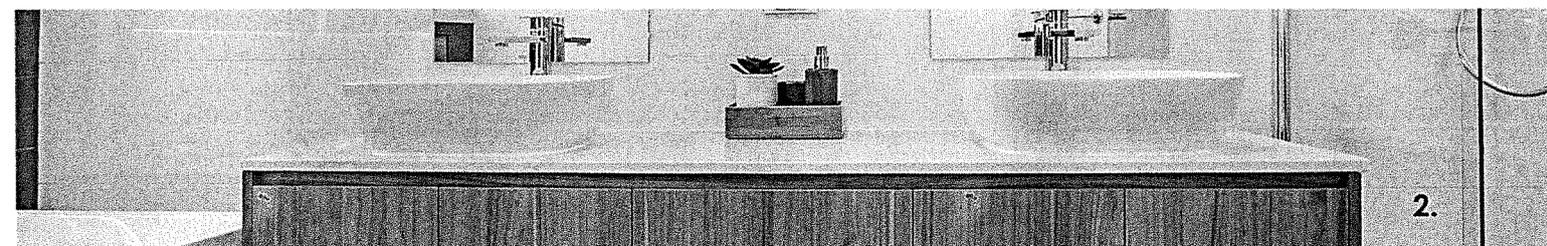
Sanitary

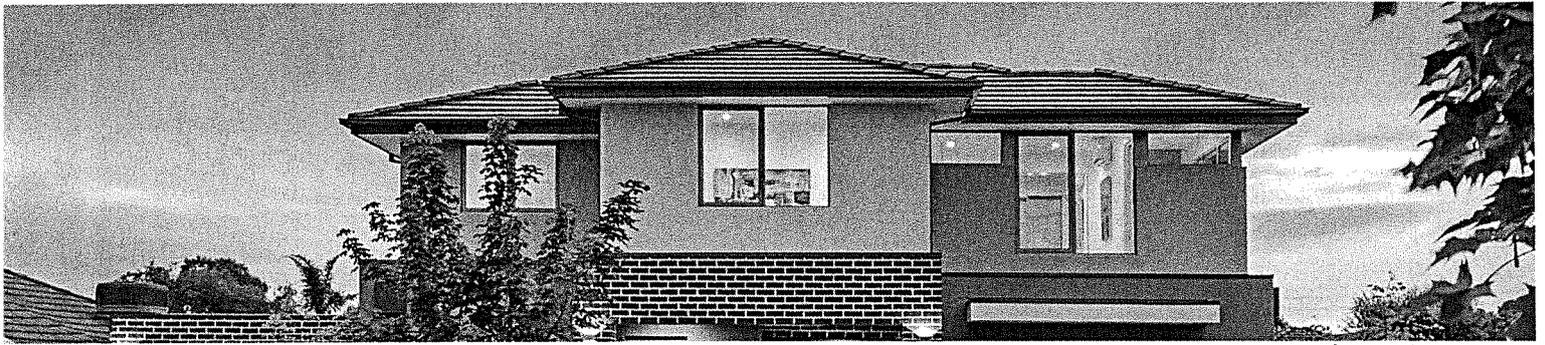
Toilets Builders range Elite
Shower Head & Arm Builders range Elite
Round Shower Mixer Builders range Elite
Vanity Basins mounted semi-recessed Builders range Elite
Basin Mixers Builders range Elite
Kitchen Sink Mixer Builders range Elite
Kitchen Sink top mount Builders range Elite
Laundry Sink Builders range Elite
Laundry Mixer Laundry Builders range Elite
Toilet Roll Holders Bathrooms Builders range Elite
Towel Rail Bathrooms Builders range Elite



Staircase

Staircase Handrail 65x35mm Pine
Balustrade Wall & Plaster
Tread MDF Tread & Riser with Carpet





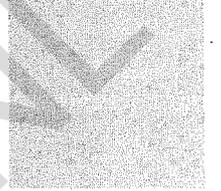
PROJECT SPECIFICATION- RESIDENTIAL UNIT DEVELOPMENT

37 Storey Road, Reservoir – 19TH December 2023



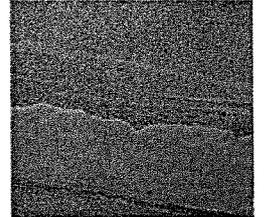
Stonework

- Kitchen Benchtop 20mm Stone ambassador crystal
- Vanity Benchtop 20mm Stone ambassador crystal
- Laundry Benchtop 20mm Stone ambassador crystal



Tiling

- Floors Bathrooms Tile 600x600mm - Designer Grey Lappatto
- Floors Laundry 600x600mm - Designer Grey Lappatto
- Skirting Laundry 600x100mm - Designer Grey Lappatto

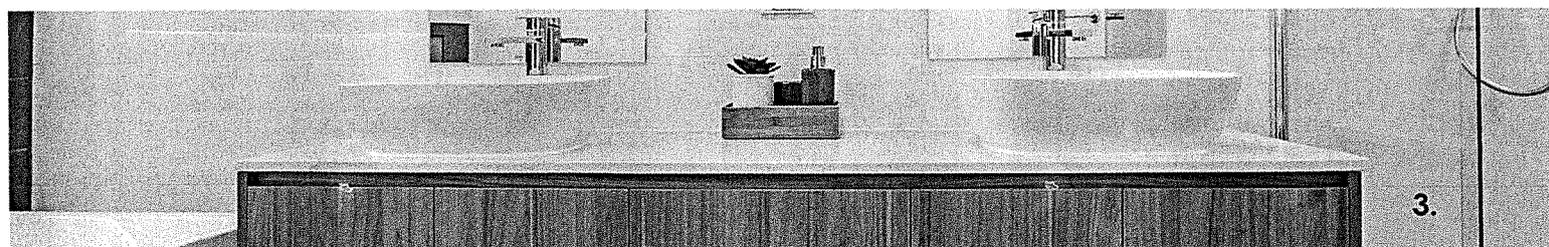


Walls

- Floor to ceiling tiles to Bathrooms
- Bathrooms 600x300mm - Gloss White Rectified
- Laundry Splashback 300x100mm - Gloss White Rectified
- Kitchen Splashback 300x100mm - Gloss White Rectified



INFORMATION ONLY



ANNEXURE "B"

CONSTRUCTION WORKS

The parties acknowledge that as at the Day of Sale % of the construction works had been completed

INFORMATION ONLY

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7 IDENTITY OF THE LAND

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

8 SERVICES

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

9 CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10 TRANSFER & DUTY

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

11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.

- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- 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
 - any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.
- 12 BUILDER WARRANTY INSURANCE**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 13 GENERAL LAW LAND**
- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to the holder of an unencumbered estate in free 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:
- 21 days have elapsed since the day of sale; and
 - 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:
- 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
 - 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:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15 DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19 GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - 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
 - 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
 - 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:
- 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
 - 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':
- the parties agree that this contract is for the supply of a going concern; and
 - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - 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:
- 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - '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:
- immediately applied for the loan; and
 - did everything reasonably required to obtain approval of the loan; and
 - 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
 - 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:
- 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;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - 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:
- 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:
- 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
 - the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - the vendor is taken to own the land as a resident Australian beneficial owner; and
 - 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:
- 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
 - 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:
- 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;
 - promptly provide the vendor with proof of payment; and
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - 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:
- the settlement is conducted through an electronic lodgement network; and
 - 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:
- 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
 - 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:
- 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;
 - 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
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - 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:
- settlement is conducted through an electronic lodgement network; and
 - 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:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - 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:
- decide if an amount is required to be paid or the quantum of it, or
 - 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:
- 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
 - 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:
- 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
 - 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:
- personally, or
 - by pre-paid post, or
 - 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
 - by email.
- 27.4 Any document properly sent by:
- express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- 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
 - 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:
- 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;
 - 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;
 - 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;
 - the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - 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;
 - 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;
 - the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - the purchaser must observe all obligations that affect owners or occupiers of land;

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

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

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

Default LOT 37 STOREY ROAD

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.

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

Vendor Statement

section 32 statement

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

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

The vendor may sign by electronic signature.

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

Land CERTIFICATE OF TITLE PART VOLUME 4934 FOLIO736

Property Address LOT _____ 37 STOREY ROAD RESERVOIR VIC 3073

Vendor's name PDM CORPORATE PTY LTD ACN 647 605 963 ATF PDM TRUST ABN 67 261 454 340

Signature _____ **Date** _____

Purchaser's name _____

Signature _____ **Date** _____

Important information

Legal practitioners using this document should check for any subsequent changes in the law. The Law Institute of Victoria, its contractors and agents are not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in the precedent document, or any other changes in the law or understanding of the law, arising from any legislative instruments or the decision of any court or tribunal, whether before or after this precedent was prepared, first published, sold or used.

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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: \$6,000.00

OR

(b) *Are contained in the attached certificate/s.

OR

(c) *Their amounts are:

Authority	Amount	Interest (if any)
(1) _____	(1) \$ _____	(1) \$ _____
(2) _____	(2) \$ _____	(2) \$ _____
(3) _____	(3) \$ _____	(3) \$ _____
(4) _____	(4) \$ _____	(4) \$ _____

(d) *There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included above; other than any amounts described in this rectangular box.

\$

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 _____

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.

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

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.

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

¹ Other than any GST payable in accordance with the contract.

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.

(a) *Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) *Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: NOT APPLICABLE

Type of policy: _____ Policy no: _____

Expiry date: _____ / _____ / _____ Amount insured: _____

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.

(a) *Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.
OR

(b) *Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: NOT APPLICABLE

Policy no: _____ Expiry date: ____ / ____ / ____

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. **LAND USE**

3.1 **Easements, Covenants or Other Similar Restrictions**

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

(a) *Is in the attached copies of title document/s.

OR

*Is as follows:

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

THE VENDOR IS NOT AWARE OF ANY EXISTING FAILURE TO COMPLY

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.

OR

*The required specified information is as follows:

(a) Name of planning scheme _____

(b) Name of responsible authority _____

(c) Zoning of the land _____

(d) Name of planning overlay _____

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

*Are contained in the attached certificates and/or statements.

OR

*Are as follows:

THE VENDOR IS NOT AWARE OF ANY OTHER THAN AS MAY BE DISCLOSED ON ANY
ATTACHED CERTIFICATE

4.2 Agricultural Chemicals

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

4.3 Compulsory Acquisition

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

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.

OR

*Are as follows:

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*.

6.1 *Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

OR

6.2 *Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 *The owners corporation is an inactive owners corporation.²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

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

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) *The land is NOT to be transferred under the agreement unless the square box is marked with an "X"
- (b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"
- (c) *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) *Any certificate of release from liability to pay a GAIC
- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) *Any certificate of exemption from liability to pay a GAIC
- (d) *Any certificate of staged payment approval
- (e) *Any certificate of no GAIC liability
- (f) *Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) *A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub -sections 7.2 (a) to (f) above

8. SERVICES

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

- Electricity supply Gas supply Water supply Sewerage Telephone services

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.

OR

*(b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

- *9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
- OR
- (b) *Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 **Staged Subdivision**

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

- (a) *Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

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.

- (a) *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- OR
- (b) *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

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 1 000m²; (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):
 - *Are contained in the attached building energy efficiency certificate.
 - OR
 - *Are as follows:
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 automatically attached if ticked)

13. **ATTACHMENTS**

(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

See General Annexure Item 1

GENERAL ANNEXURE

General Annexure Item 1

1. YARRA VALLEY WATER CERTIFICATE
 2. PLANNING CERTIFICATE
 3. ROADS CERTIFICATE
 4. PROPERTY REPORT
 5. LAND INFORMATION CERTIFICATE
 6. LAND TAX CERTIFICATE
 7. BUILDING CERTIFICATE
 8. REGISTER SEARCH STATEMENT
 9. PROPOSED PLAN OF SUBDIVISION 917719L
 10. DRAFT GST WITHHOLDING NOTICE
 11. PLANNING PERMIT NO. D/852/2018 (Amended)
-

INFORMATION ONLY

20th December 2023

Andrew Pandeli & Co Solicitors via Dye & Durham Pr
DYEDURHAM

Dear Andrew Pandeli & Co Solicitors via Dye & Durham Pr,

RE: Application for Water Information Statement

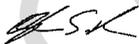
Property Address:	37 STOREY ROAD RESERVOIR 3073
Applicant	Andrew Pandeli & Co Solicitors via Dye & Durham Pr DYEDURHAM
Information Statement	30816672
Conveyancing Account Number	2469580000
Your Reference	PDM CORPORATE P619

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	37 STOREY ROAD RESERVOIR 3073
------------------	-------------------------------

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 a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection opening.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	37 STOREY ROAD RESERVOIR 3073
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE 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: 30816672	Address 37 STOREY ROAD RESERVOIR 3073	 Yarra Valley Water ABN 93 066 902 501
	Date 20/12/2023	
	Scale 1:1000	

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

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

22nd November 2023

Application ID: 606563

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

Connection Details

Product	Pipe Material	Pipe Size	Qty	Street where main located
32mm Connection - Drinking Water	ASBESTO S CEMENT (INC	100	1	Storey Road

Required Services

Product	Qty
32mm Connection - Drinking Water	1
Std 20mm DW Meter & Installation (incl meter w/lock)	5
Standard Plugging Small	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	171420

Multiple Lots

Number of Lots	5
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Specific conditions affecting encumbrances on property:

Private Main

INFORMATION ONLY

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.

All water provided to the property must be metered. This development must be serviced via a manifold as shown on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the

required standard. No main meter is required to be installed at this development however individual meters off the manifold must be fitted for each lot at the time of the tapping. If you are installing shared facilities within the development such as a swimming pool or a communal laundry then a separate meter is required off the manifold for the shared facilities. For vacant lot subdivisions serviced via a manifold a garden tap is required to be installed within the boundary of each lot. Tap audits will be carried out to verify each lot has been provided with a water service.

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.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Waters plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Waters plumbing contractor can be contacted on 1300 735 328

The plumber is required to tag all risers (meters) and the corresponding unit with the relevant unit number in order to allow tap audits to be carried out by Yarra Valley Water's contractor.

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Waters Plumbing Contractor Mondo on 1300 735 328 to schedule a date and time. Prior to our Plumbing Contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. 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) 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.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at www.yvw.com.au/help-advice/develop-build/plumbers/water-metering-and-servicing

The installation of pumps on any water service to boost pressure or fill storage tanks directly from a water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

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.

Properties being developed that are serviced by a combined drain shared with adjoining properties will require sewer works. Yarra Valley Water's development policy does not permit additional lots to

connect to an existing combined drain. The developer must provide separate sewer connection points. This may require either the construction of new sewer connections or a sewer extension which will be at the developer's expense.

If this combined drain development requirement is not met a statement of compliance will not be issued to Council.

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. Photographs of plans are not acceptable.

The existing sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the existing sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

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.

INFORMATION ONLY

CONDITIONS OF CONSENT

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT

This development must comply with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. If your plans of the proposed works do not comply with these conditions you must either amend your planned development to comply with these conditions or else undertake works to relocate or protect Yarra Valley Water assets in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. Note for subdivisional developments where corrective action is required and has not been undertaken a statement of compliance will not be issued to Council.

Yarra Valley Water mandates the inclusion of Civil Drawings (Storm Water plans) in all subdivision applications, failure to include these drawings may result in potential delays in processing. Should the Civil Drawings not be compliant when provided, the Statement of compliance will not be released, and you will be required to meet compliance.

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at www.esc.vic.gov.au.

The New Customer Contribution fees remain valid for 90 days from the date of this letter and are based on the information provided in your application. Further fees may be imposed if it is found that this development involves works other than declared on your application. If there are changes to the details supplied or if the approval period expires, revised conditions of connection and additional fees will be applicable. If this occurs it will be necessary to resubmit a new application.

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

SUBDIVISIONAL CONDITIONS

We advise that should this development proceed to subdivision the plan of subdivision must include an Owners Corporation schedule. Should an Owners Corporation schedule not form part of the plan of subdivision, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

Water and sewerage services are required to be extended to each individual lot within the development. The extended sewerage property service drain must adequately control all lots via gravity.

Easements must be created over any existing or proposed Yarra Valley Water assets. Your surveyor will need to ensure that these easements are included on any plan of subdivision.

An encumbrance will be placed on lots in this subdivision advising prospective purchasers that the properties are serviced by shared sewer and/or water connections.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.

INFORMATION ONLY



YARRA VALLEY WATER
ABN 53 056 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Andrew Pandeli & Co Solicitors via Dye & Durham Pr
DYEDURHAM
property.certificates@dyedurham.com

RATES CERTIFICATE

Account No: 1779329207
Rate Certificate No: 30816672

Date of Issue: 20/12/2023
Your Ref: PDM CORPORATE P619

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
37 STOREY RD, RESERVOIR VIC 3073	332/LP5357	1125503	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2023 to 31-12-2023	\$20.26	\$20.26
Residential Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01-10-2023 to 31-12-2023	\$115.72	\$115.72
Parks Fee *	01-10-2023 to 31-12-2023	\$21.33	\$21.33
Drainage Fee	01-10-2023 to 31-12-2023	\$29.70	\$29.70
Residential Water and Sewer Usage Charge		\$0.00	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			-\$187.01 cr
Total for This Property			\$0.00

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.


GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be 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 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 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 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 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 01/07/2023, Residential Recycled Water Usage is billed 188.71 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.



YARRA VALLEY WATER
ABN 33 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

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: 1125503

Address: 37 STOREY RD, RESERVOIR VIC 3073

Water Information Statement Number: 30816672

HOW TO PAY



Billor Code: 314567
Ref: 17793292074

Amount
Paid

Date
Paid

Receipt
Number

Planning Certificate



PROPERTY DETAILS

Property Address: 37 STOREY ROAD RESERVOIR VIC 3073
Title Particulars: Vol 4934 Fol 736
Vendor: PDM CORPORATE PTY LTD
Purchaser: N/A

Certificate No: 122129378

Date: 20/12/2023

Matter Ref: PDM CORPORATE
P619

Client: Andrew Pandel & Co
Solicitors



MUNICIPALITY

DAREBIN



PLANNING SCHEME

DAREBIN PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

DAREBIN CITY COUNCIL



ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 2



ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



APPLICABLE OVERLAYS

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

 **ADDITIONAL INFORMATION**

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

INFORMATION ONLY

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PLANNING ZONES MAP



ZONING

- GR22 - GENERAL RESIDENTIAL ZONE - SCHEDULE 2
- PPRZ - PUBLIC PARK AND RECREATION ZONE
- PUZ1 - PUBLIC USE ZONE - SERVICE AND UTILITY

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye Durham
550 Bourke Street
MELBOURNE 3000

Client Reference: 82360067 122129379

NO PROPOSALS. As at the 20th December 2023, 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 STOREY ROAD, RESERVOIR 3073
CITY OF DAREBIN

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: 20th December 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 71302033 - 71302033103015 '82360067
122129379'

From www.planning.vic.gov.au at 20 December 2023 10:12 AM

PROPERTY DETAILS

Address: **37 STOREY ROAD RESERVOIR 3073**
 Lot and Plan Number: **Lot 332 LP5357**
 Standard Parcel Identifier (SPI): **332\LP5357**
 Local Government Area (Council): **DAREBIN**
 Council Property Number: **171677**
 Planning Scheme: **Darebin**
 Directory Reference: **Melway 18 J7**

www.darebin.vic.gov.au

[Planning Scheme - Darebin](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **PRESTON**

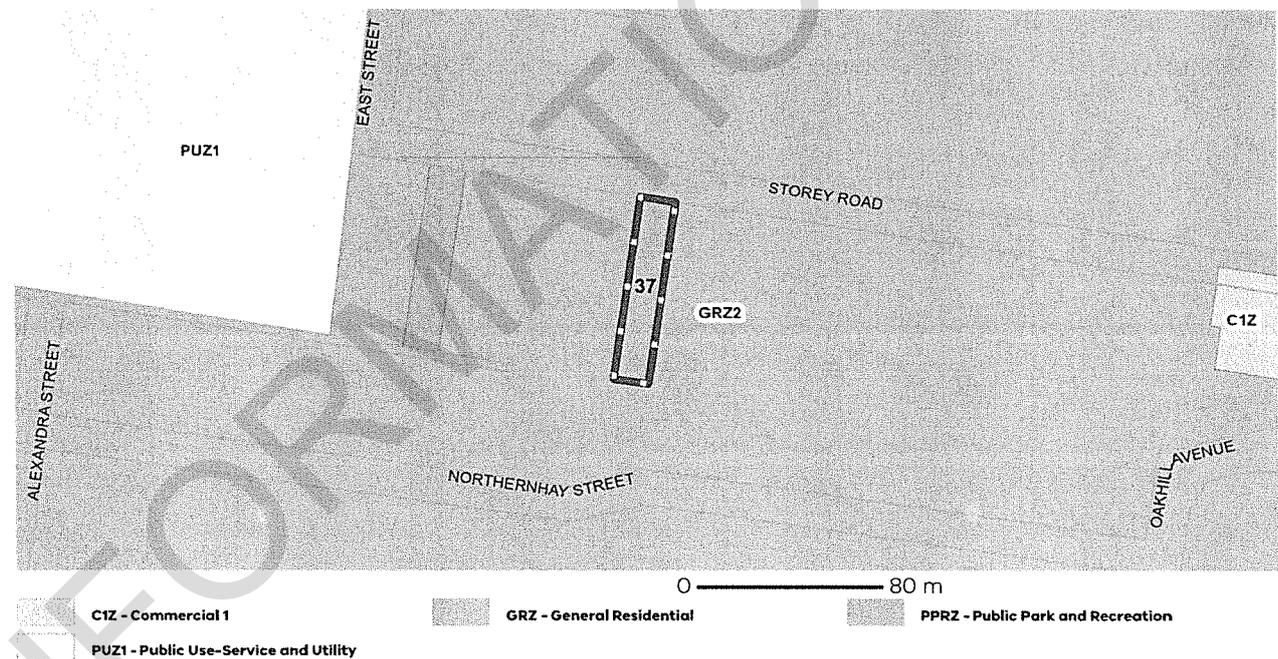
OTHER

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

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



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

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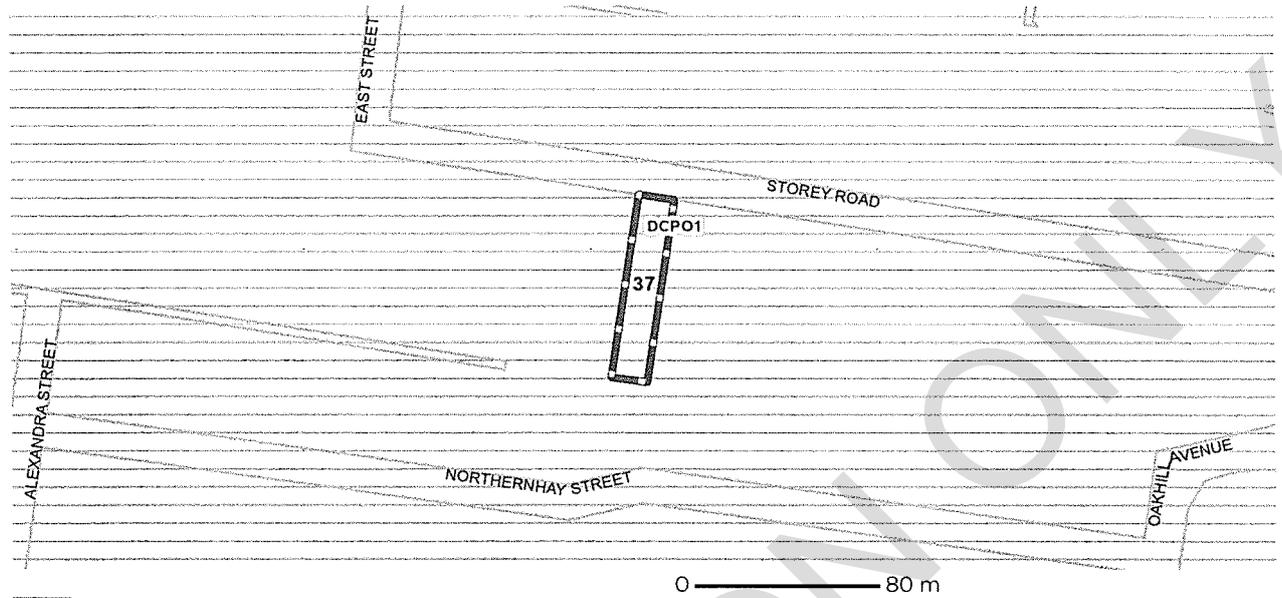
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 37 STOREY ROAD RESERVOIR 3073

Page 1 of 4

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



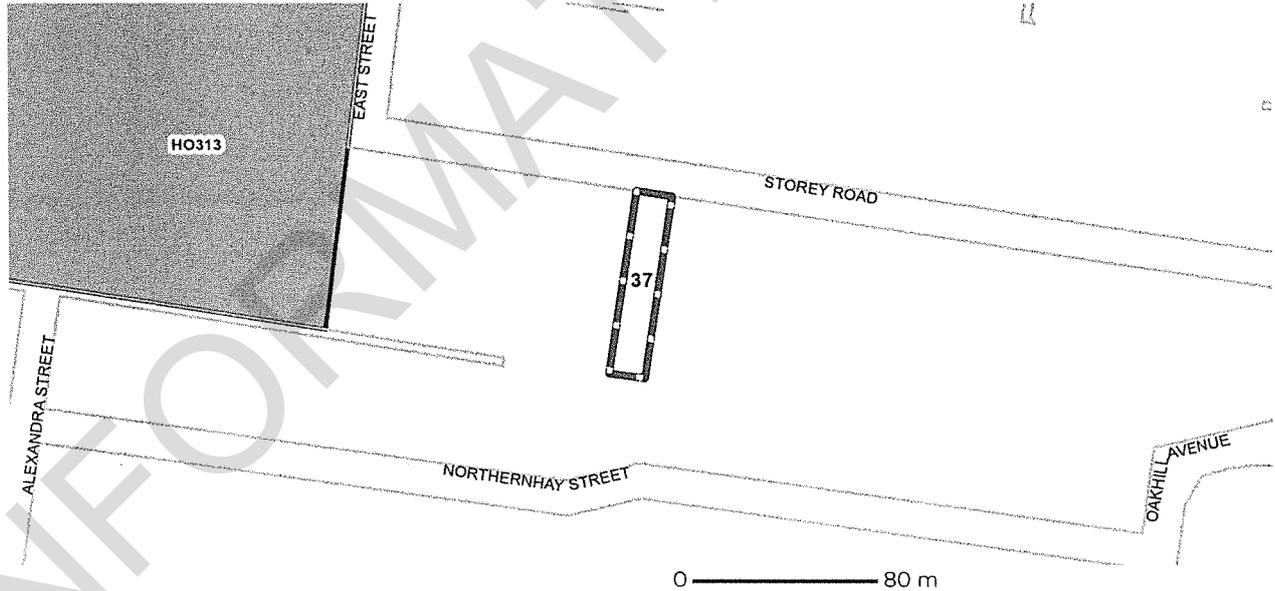
DCPO - Development Contributions Plan
 Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

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Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

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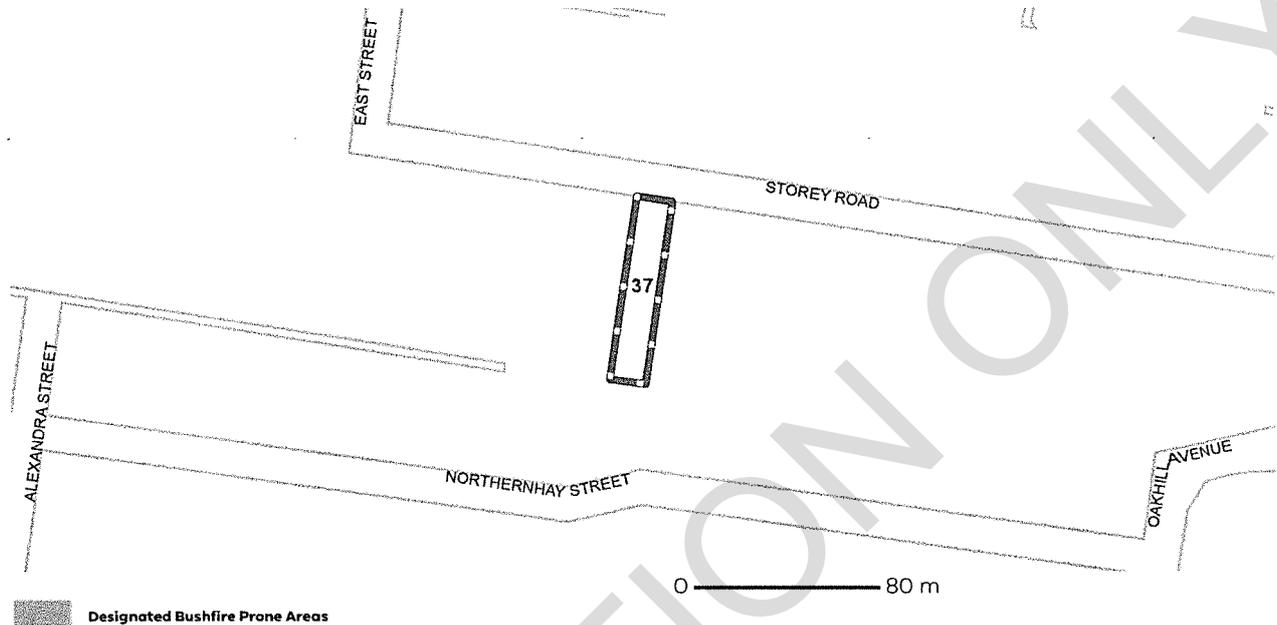
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

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 the region 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 Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

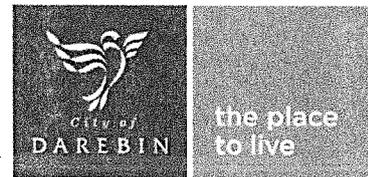
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Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 3373/2023
Darebin Reference Number: 7872.5

Dye & Durham Pty Ltd
Level 20, 535 Bourke St
MELBOURNE VIC 3000

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989**

Date of Issue	20-Dec-2023
Assessment Number	7872.5
Applicant Reference	82360067:122129380:99133
Certificate Number	3373/2023
Property Location	37 Storey Road RESERVOIR VIC 3073
Property Description	CT-4934/736 Lot 332 LP 5357

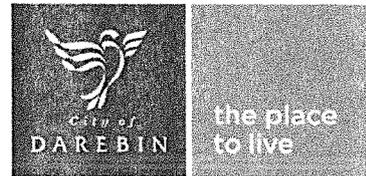
This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

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

The level of value date is 1-Jan-2023 and the date of operation of the valuation for this property is 01-July-2023.

Site Value	\$1,240,000
Capital Improved Value	\$1,360,000
Net Annual Value	\$68,000

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 3373/2023
Darebin Reference Number: 7872.5

Rates and charges levied for the period 01/07/2023 - 30/06/2024

Council uses Capital Improved Value for rating purposes at the following rate in the \$:

Residential	0.00169972	Residential Vacant Land	0.00509916
Business	0.00297451	Business Vacant Land	0.00679889
Vacant Retail Land	0.00679889	Mixed Use Land	0.00237961

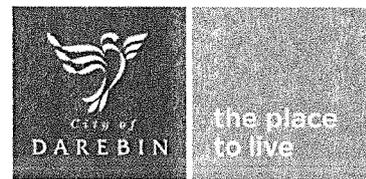
Arrears to 30-Jun-2023	\$0.00
Arrears of Legal Fees	\$0.00
General Rates	\$2,311.60
Fire Service Property Levy	\$187.55
Environmental Charge	\$376.35
Interest on Current Rates to Date	\$0.00
Interest on Arrears to Date	\$0.00
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	-\$2,875.50
Rates and Charges due:	\$0.00
Special Rates and Charges due:	\$0.00
Total due for property: 37 Storey Road RESERVOIR VIC 3073	\$0.00

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0078725**
To pay \$0.00
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 78725 to pay \$0.00

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 3373/2023
Darebin Reference Number: 7872.5

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

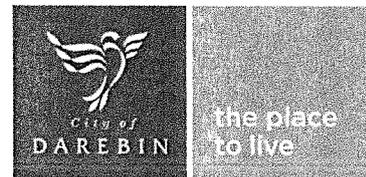
The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 3373/2023
Darebin Reference Number: 7872.5

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

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

Received the sum of \$28.90 being the fee for this certificate.

A handwritten signature in black ink, appearing to read 'Yvonne Condello', is positioned above the printed name.

Yvonne Condello
REVENUE SERVICES COORDINATOR

INFORMATION ONLY

Property Clearance Certificate

Land Tax



ANDREW PANDELI & CO SOLICITORS VIA DYE & DURHAM
PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 82360067:122129381
Certificate No: 68040139
Issue Date: 20 DEC 2023
Enquiries: ESYSPROD

Land Address: 37 STOREY ROAD RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12518370	332	5357	4934	736	\$0.00

Vendor: PDM CORPORATE PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
PATDAN INVESTMENT TRUST	2023	\$1,400,000	\$11,138.00	\$0.00	\$0.00

Comments: Land Tax of \$11,138.00 has been assessed for 2023, an amount of \$11,138.00 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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:	\$1,440,000
SITE VALUE:	\$1,400,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 68040139

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 cannot exceed the amount set out in the certificate, described as the "Current 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.

General information

6. 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.
7. 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 = \$6,175.00

Taxable Value = \$1,400,000

Calculated as \$2,975 plus (\$1,400,000 - \$1,000,000) multiplied by 0.800 cents.

Land Tax - Payment Options

BPAY 	Billier Code: 5249 Ref: 68040139
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	

CARD 	Ref: 68040139
Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/paylandtax	

Property Clearance Certificate

Windfall Gains Tax



ANDREW PANDELI & CO SOLICITORS VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 82360067:122129381
Certificate No: 68040139
Issue Date: 20 DEC 2023

Land Address: 37 STOREY ROAD RESERVOIR VIC 3073

Lot	Plan	Volume	Folio
332	5357	4934	736

Vendor: PDM CORPORATE PTY LTD

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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 68040139

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 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.

General information

8. 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.
9. 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.
10. 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



Billier Code: 416073
Ref: 68040138

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

CARD



Ref: 68040138

Visa or Mastercard

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

sro.vic.gov.au/payment-options

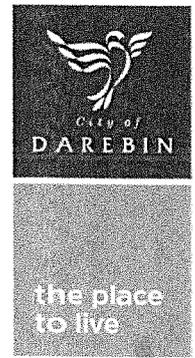
Important payment information

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.

21 December 2023

Dye & Durham Pty Ltd
Level 20, 535 Bourke St
MELBOURNE VIC 3000



Dear Sir/ Madam,

RE: 37 STOREY ROAD RESERVOIR VIC 3073

I write in reply to your recent application requesting Building related information pursuant to Regulation 51(1). I wish to advise that a search of Council's Building Records reveals the following information:-

• **Building Permits issued in the past 10 years**

PBS Permit No: 20459/2370904599980 **Type of Permit :** Building Permit
Reference No: 1088/2023/S30 **Issue Date :** 21 December 2023

Construction of Five (5) Dwellings & Garages

There is no record of a Certificate of Final Inspection or Occupancy Permit been issued for this Building Permit. In order to make arrangements to finalise this permit, please contact the relevant Building Surveyor listed below. For all other enquiries contact Darebin Building Services - 8470 8899

Relevant Building Surveyor: Peter Rontogiannis

PBS Permit No: 39024/7000615256075 **Type of Permit :** Building Permit
Reference No: 65425/2023 **Issue Date :** 15 March 2023

Demolition of an Existing Dwelling & Sheds

Certificate of Final Inspection **Date Issued: 8 August 2023**

Relevant Building Surveyor: Adnan Ramadan

Darebin City Council
ABN 75 815 980 522
Postal Address
PO Box 91
Preston VIC 3072
T 03 8470 8888
darebin.vic.gov.au

- Council records show that there are no current Building Notices &/OR Orders on this property.
- Council Records indicate that there are no current determination made under regulation 64(1) and no exemption granted under regulation 231(2).
- Further property information can be provided and obtained pursuant to a Land Information Certificates issued by Council's Revenue Department.

National Relay Service
TTY dial 133 677
or Speak & Listen
1300 555 727 or
iprelay.com.au
then enter
03 8470 8888

Speak your language
T 03 8470 8470
العربية
繁體中文
Ελληνικά
हिंदी
Italiano
Македонски
Somali
Tiếng Việt

Important information for the attention of vendors and purchasers. As some Council records are incomplete, applicants should undertake their own enquiries. Should applicants become aware of any discrepancies please contact Council's Building Services Department on 8470 8899.

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at:

<https://yoursay.darebin.vic.gov.au/darebindcp>

* **Note:** Town Planning Approvals.

Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Yours faithfully,



Leo Parente

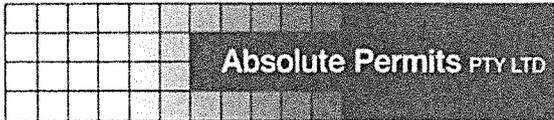
Municipal Building Surveyor

Ph: 8470 8899

email: building@darebin.vic.gov.au

Ref. No: 82360067:122129383:99132

PLEASE NOTE: The above details are current as of the date of application for property information. This response is provided based on the information and address details provided in your application. Council is not responsible if particulars provided on application are incorrect. It is the responsibility of the applicant to confirm property address status. Addresses may change as a result land/property subdivision or developments status (ie. Units). You can contact Council's Revenue Department (8470 8880) regarding any address detail concerns you may have.



120 Northgate Drive
Thomastown VIC 3074

P (03) 9465 1127
F (03) 9464 1271

Application Number: BLD20231418

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT
Building Permit No. 2370904599980 07 December 2023

Issued to

Agent of Owner **P & A Mina And Sons Builders Pty Ltd**
ACN / ARBN
Postal Address **Factory 31 / 7 Dalton Road Thomastown** Postcode **3074**
Email **dino@pamina.com.au**
Address for serving or giving of documents: **Factory 31 / 7 Dalton Road Thomastown** Postcode **3074**
Contact Person **P & A Mina And Sons Builders Pty Ltd** Telephone **0417142272**

Ownership Details (if person issued with permit is not the owner)

Owner **PDM Corporate Pty Ltd**
ACN / ARBN
Postal Address **3 St Ronans Grove South Morang** Postcode **3752**
Email **paul@pamina.com.au**
Contact Person **PDM Corporate Pty Ltd** Telephone **040246021**

Property Details [include title details as and if applicable]

Number **37** Street/Road **Storey Road** Suburb **Reservoir** Postcode **3073**
Lot/s **332** LP/PS **LP005357** Volume **04934** Folio **736**
Crown allotment Section No Parish County
Municipal District **City of Darebin**

Builder

Name **P & A Mina And Sons Builders Pty Ltd** Telephone **0417142272**
Address **Factory 31 / 7 Dalton Road Thomastown 3074**
ACN/ARBN:
Building practitioner registration no: **CDBU52033**

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

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
P & A Mina And Sons Builders Pty Ltd	Builder	CDBU52033

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Ikonomidis Reid	Draftsperson	DP-AD193
Dragan Kocev	Engineer	PE-0000444

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is:	Insurance policy number	Insurance policy date
VMIA Insurance	C840935 - C840939	22/11/2023

Details of Relevant Planning Permit

Planning Permit No: D/852/2018

Date of grant of Planning Permit: 07 April 2021

Nature of Building Work

Description: Construction of Five (5) Dwellings & Garages

Storeys contains: 2

Rise in storeys:

Effective height:

Type of construction:

Version of BCA applicable to permit: 2022

Cost of Building Work: \$1,320,000.00

Total floor area of new building work in m²: 876

Building classification

Part of Building: Dwellings

BCA Classification: 1a(b)

Part of Building: Garages

BCA Classification: 10a

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. STRIP FOOTING TRENCHES
2. PRE SLAB
3. SLAB STEEL
4. FRAME TO WALLS AND ROOF
5. FINAL AT COMPLETION OF ALL WORK

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

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

Commencement and Completion

This building work must commence by 07 April 2024

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 07 December 2025

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.

Relevant Building Surveyor

Name: **Peter Rontogiannis**

Address: **120 Northgate Drive, Thomastown VIC 3074**

Email: **peter@absolutepermits.com.au**

Building practitioner registration no.: **BSU20459**

Municipal district: **City of Darebin**

Permit no.: **2370904599980**

Date of issue of permit: **07 December 2023**



INFORMATION ONLY

Building Permit No 2370904599980

BUILDING PERMIT CONDITIONS

This building permit has been issued subject to compliance with all of the following conditions;

- Prior to the commencement of any works, the Development Contribution Levy is to be paid to Darebin City Council as required under the Darebin Planning Scheme. Evidence of payment is to be submitted to the RBS prior to any works commencing.
- All Town Planning Permit conditions and endorsed plans must be strictly complied with
- Finished Floor Levels approved under this Building Permit must be adhered to. Prior to the issue of the Occupancy Permits, a certified survey plan from a licensed land surveyor must be submitted to the Relevant Building Surveyor demonstrating that the floor levels have been constructed in accordance with the approved building permit, planning permit and/or Melbourne Water requirements.

Note 1: Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

Register Search Statement - Volume 4934 Folio 736

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

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

VOLUME 04934 FOLIO 736

Security no : 124111128528A
Produced 08/12/2023 09:38 AM

LAND DESCRIPTION

Lot 332 on Plan of Subdivision 005357.
PARENT TITLE Volume 02507 Folio 231
Created by instrument 1194861 02/12/1924

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PDM CORPORATE PTY LTD of 3 ST RONANS GROVE SOUTH MORANG VIC 3752
AX520503B 05/12/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX520504Y 05/12/2023
PERPETUAL CORPORATE TRUST LTD

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

DIAGRAM LOCATION

SEE LP005357 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	CAVEAT	STATUS	DATE
AX482062N (E)	CAVEAT	Registered	24/11/2023
AX518906Q (E)	CONV PCT & NOM ECT TO LC	Completed	05/12/2023
AX520503B (E)	TRANSFER	Registered	05/12/2023
AX520504Y (E)	MORTGAGE	Registered	05/12/2023

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

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

Street Address: 37 STOREY ROAD RESERVOIR VIC 3073

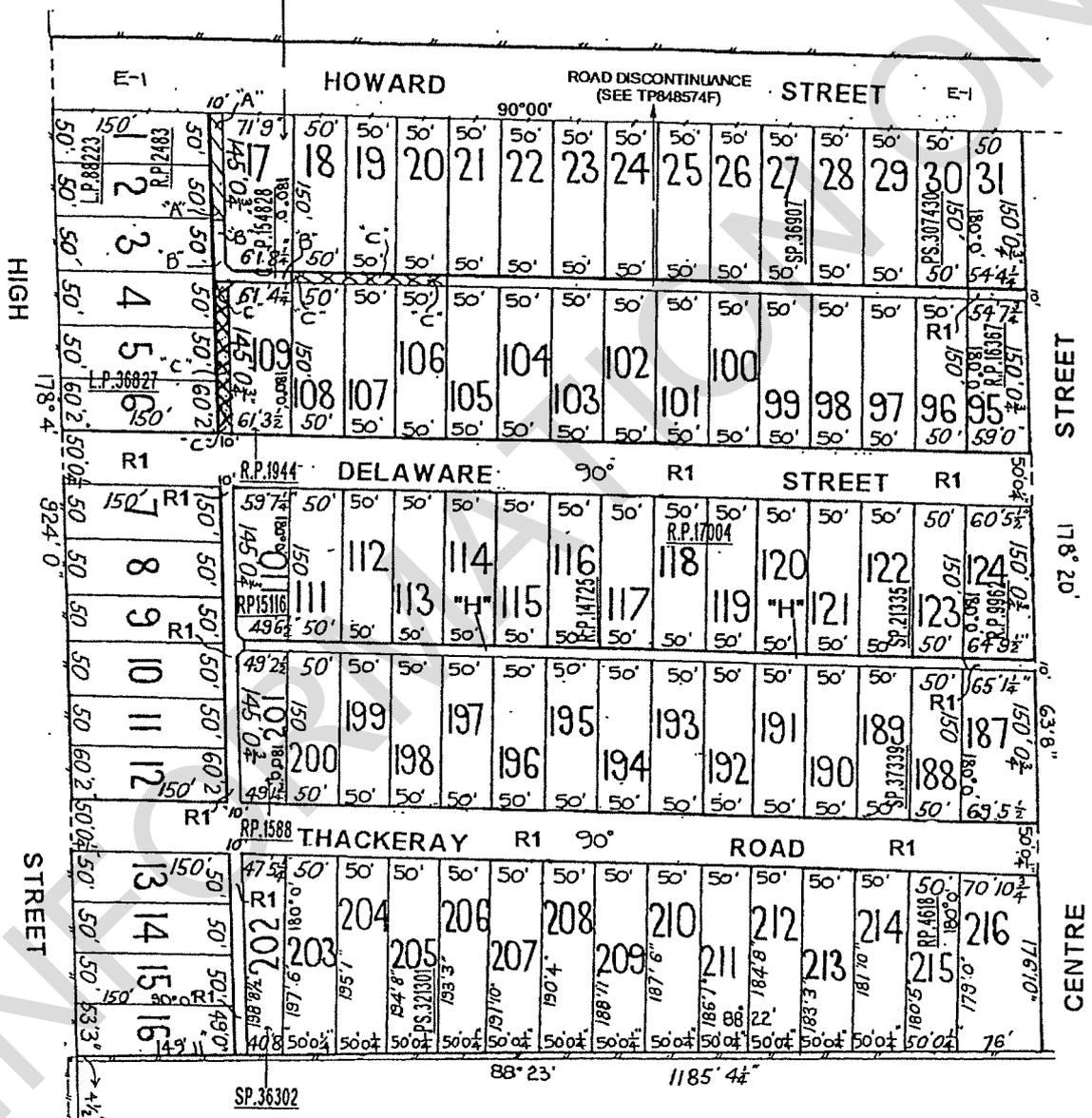
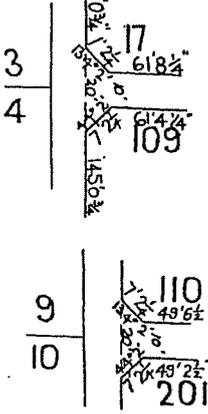
DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 08/12/2023, for Order Number 82218861. Your reference: PDM CORPORATE P619.

INFORMATION ONLY

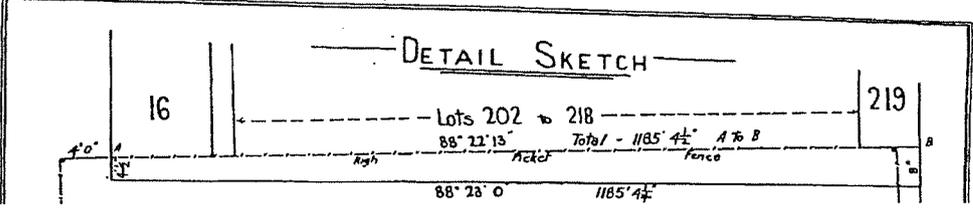
LP 5357

3 SHEETS
SHEET 2.



SEE SHEET 1

New Preston Reservoir



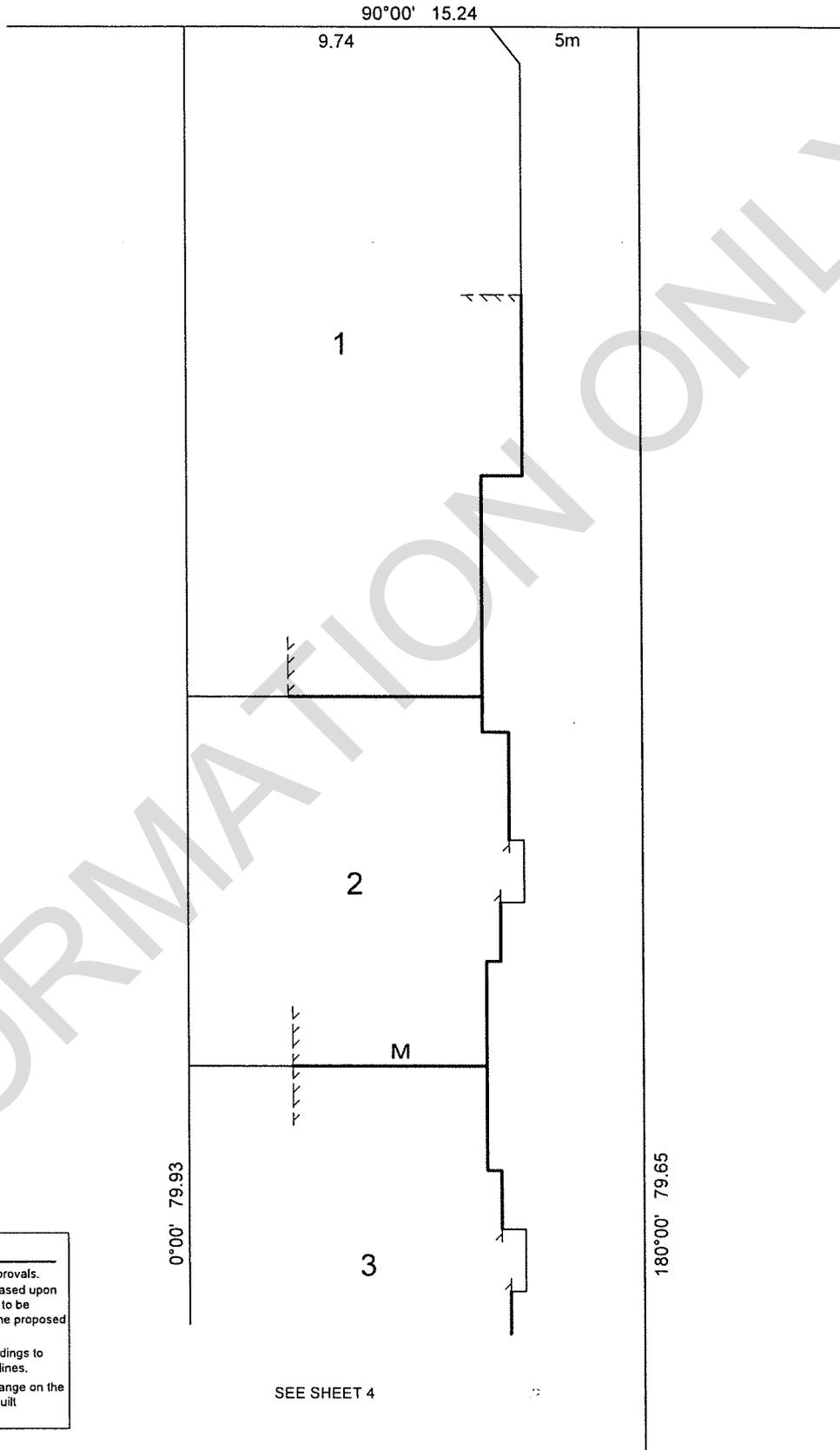
MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER
LP 5357

AFFECTED / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
"A"		ROAD DISCONTINUED	L.G.D.2417			1	
"B"		ROAD DISCONTINUED	L.G.D.3169			1	
"C"		ROAD DISCONTINUED	L.G.D.8265			1	
"D"		ROAD DISCONTINUED	L.G.D.8254			1	
"E"		ROAD DISCONTINUED	L.G.D.7875			1	
		STREET NAME AMENDED	CORR.36/21898			1	
		STREET NAME AMENDED	C.O.12919			1	
"F"		DISCONTINUED AS TO PART	AB543508C			2	IT
<p>WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.</p>							
		APPURTENANCIES NOTATION ADDED				3	
"G"		ROAD DISCONTINUED	AD330325G	15/02/05		4	S.G

PLAN OF SUBDIVISION		EDITION 1	PS917719L	
<p>LOCATION OF LAND</p> <p>PARISH: JIKA JIKA TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 11 (PART) TITLE REFERENCE: VOL. - FOL. -</p> <p>LAST PLAN REFERENCE: LOT 332 ON LP 5357</p> <p>POSTAL ADDRESS: 37 STOREY ROAD (at time of subdivision) RESERVOIR VIC 3073</p> <p>MGA CO-ORDINATES: E: 324 820 ZONE: 55 (of approx centre of land in plan) N: 5822 960 GDA 2020</p>		<p>COUNCIL NAME : DAREBIN CITY COUNCIL</p>		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	<p><u>Boundaries shown by thick continuous lines are defined by buildings.</u></p> <p>Location of boundaries defined by buildings :- Median :- Walls between lots marked 'M' Exterior Face :- All other boundaries</p>		
Nil	Nil			
NOTATIONS		<div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>WARNING - Preliminary Plan</p> <p>Subject to council and Service Authorities approvals. This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built. Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines. Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the as built positions of buildings and fences.</p> </div>		
DEPTH LIMITATION : Does not apply				
<p>SURVEY: This plan is based on survey.</p> <p>STAGING: This is not a staged subdivision. Planning Permit No.</p> <p>This survey has been connected to permanent marks No(s).</p> <p>In Proclaimed Survey Area No.</p> <p>Lots on this plan may be affected by one or more Owners Corporations. For details of any Owners Corporations including purpose, responsibility, entitlement and liability see Owners Corporation search report, Owners Corporation additional information and, if applicable, Owners Corporation rules.</p>				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Section 12(2) of the Subdivision Act 1988 Applies to the land herein				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
NIL				
<p>KIRBY LAND SURVEYING</p> <p>31 Enfield Avenue, Preston VIC 3072 EMAIL: kirbyls@outlook.com</p>		<p>SURVEYORS FILE REF: Ref. 23221 Ver. 1</p> <p>MATHEW KIRBY / Version No 1</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 4</p>



WARNING - Preliminary Plan

Subject to council and Service Authorities approvals. This plan is a Preliminary Subdivision Plan based upon design drawings provided by our client and is to be followed by the Final Subdivision Plan once the proposed buildings have been built.

Boundaries intended to be defined by the buildings to be built are shown as thick non-dimensioned lines.

Boundaries and dimensions are subject to change on the Final Subdivision Plan to accord with the as built positions of buildings and fences.

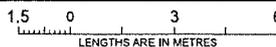
SEE SHEET 4



KIRBY LAND SURVEYING

31 Enfield Avenue, Preston VIC 3072
EMAIL: kirbyls@outlook.com

SCALE
1:150



ORIGINAL SHEET
SIZE: A3

Ref. 23221
Ver. 1

SHEET 3

MATHEW KIRBY / Version No 1

OWNERS CORPORATION SCHEDULE

PS917719L

Owners Corporation No. 1 Plan No. PS917719L

Land affected by Owners Corporation Lots: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation: UNLIMITED

Notations

THE PURPOSE OF OWNERS CORPORATION NO. 1 IS TO MANAGE LAND AFFECTED BY THE OWNERS CORPORATION

Totals		
	Entitlement	Liability
This schedule	0	0
Previous stages	0	0
Overall Total	0	0

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability									
1											
2											
3											
4											
5											



KIRBY LAND SURVEYING

31 Erfield Avenue, Preston VIC 3072
Tel: 0407 790 791

SURVEYORS FILE REFERENCE:23221

SHEET 1 of 1

ORIGINAL SHEET
SIZE: A3

MATHEW KIRBY / VERSION No. 1

DRAFT

VENDOR/SUPPLIER GST WITHHOLDING NOTICE

VENDOR/SUPPLIER: PDM CORPORATE PTY LTD ACN 647 605 963
ATF PDM TRUST ABN 67 261 454 340
of 3 Saints Ronans Drive South Morang 3752

ABN: 67 261 454 340

PROPERTY: LOT _____ 37 STOREY ROAD RESERVOIR VIC
3073

LOT NO: PLAN OF SUBDIVISION: 917719L

TO: The Purchaser/recipient

The Purchaser/recipient is required to make a payment of the amount under Section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:

Withholding amount: \$

The Purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely:

Dated:

Signed by or on behalf of the vendor/supplier:

Planning Permit

Permit No: D/852/2018 (Amended)
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 37 Storey Road RESERVOIR VIC 3073

THE PERMIT ALLOWS: In accordance with the endorsed plans:

- To construct two or more dwellings on a lot
- Reduction of the standard car parking requirement.

IN ACCORDANCE WITH THE ORDER OF THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL DATED 24 JUNE 2020.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 1 Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to, and approved by, the Responsible Authority. The plans must be drawn to scale with dimensions and must be generally in accordance with the plans submitted with the application (plans identified as: TP04- Rev G, TP05 Rev G and TP06 Rev G, dated Apr 21, prepared by Ikonomidis Reid) but modified to show:
 - (a) A rear boundary setback of 8.9 metres to the first floor of Dwelling 5.
 - (b) Modifications in accordance with the Sustainable Design Assessment (refer to Condition No. 4 of this Permit).
 - (c) A landscape plan in accordance with Condition No. 5 of this Permit.
 - (d) Modifications in accordance with the Stormwater Management System Report (refer to Condition No. 6 of this Permit).
 - (e) The relocation and reconstruction of the crossover to Storey Road to align with the proposed driveway.
 - (f) The provision of pedestrian visibility splays measuring 2.0 metres (width across the frontage) by 2.5 metres (depth into the site), to the either side of the reconstructed crossover to Storey Road. Where within the subject site, the splays must be at least 50% clear of any visual obstructions (structures, vegetation and the like). The splays may include an adjacent entry or exit lane where more than one lane is provided, or adjacent landscaped areas, provided the landscaping in those areas is less than 900mm in height.
 - (g) A comprehensive schedule of construction materials, external finishes and colours (including colour samples).
 - (h) The location of all plant and equipment (including air-conditioners, gas and electricity meters and the like). These are to be co-located where possible, screened

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit that may be acted upon.

Signature for the

Date Issued 7 April 2021 _____ Responsible Authority 



Planning Permit

Permit No: D/852/2018 (Amended)
 Planning Scheme: Darebin Planning Scheme
 Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 37 Storey Road RESERVOIR VIC 3073

THE PERMIT ALLOWS: In accordance with the endorsed plans:

- To construct two or more dwellings on a lot
- Reduction of the standard car parking requirement.

IN ACCORDANCE WITH THE ORDER OF THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL DATED 24 JUNE 2020.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

to be minimally visible from the public realm and adjacent properties, located as far as practicable from site boundaries and integrated into the design of the building.

- (i) External operable sun shading devices (excluding roller shutters) to all west facing habitable room windows/ glazed doors. Where sun shading devices are being utilised a dimensioned section diagram or photograph must be included to demonstrate the shading type and effectiveness.
- (j) Fixed external sun shading devices to all north facing habitable room windows/ glazed doors where not located directly under an eave or overhang. Where sun shading devices are being utilised a dimensioned section diagram must be included to demonstrate their effectiveness. Shading must not extend within 1 metre of a property boundary.
- (k) Window operation on all elevation plans. Window operation must not increase overlooking of secluded private open space and habitable room windows. Awning windows avoided where possible. Window operation must not cause non-compliance with Standard B22 (overlooking) at Clause 55.04-6 of the Darebin Planning Scheme.
- (l) Removal of the south facing first floor bedroom windows serving dwelling 5.

When approved, the plans will be endorsed and form part of this Permit.

- 2 The development as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
- 3 This permit as it relates to development (buildings and works) will expire if one of the following circumstances applies:
 - (a) The development is not started within two (2) years of the issue date of this permit.
 - (b) The development is not completed within four (4) years of the issue date of this permit.

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit that may be acted upon.

Signature for the

Date Issued 7 April 2021 _____ Responsible Authority  _____

Planning Permit

Permit No: D/852/2018 (Amended)
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 37 Storey Road RESERVOIR VIC 3073

THE PERMIT ALLOWS: In accordance with the endorsed plans:

- To construct two or more dwellings on a lot
- Reduction of the standard car parking requirement.

IN ACCORDANCE WITH THE ORDER OF THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL DATED 24 JUNE 2020.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

In accordance with section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the responsible authority for an extension of the periods referred to in this condition.

- 4 Before the development starts, a Sustainable Design Assessment (SDA) detailing sustainable design strategies to be incorporated into the development to the satisfaction of the Responsible Authority must be submitted to and approved in writing by the Responsible Authority. The SDA must outline proposed sustainable design initiatives within the development such as (but not limited to) energy efficiency, water conservation, stormwater quality, waste management and material selection. It is recommended that a Built Environment Sustainability Scorecard (BESS) report is undertaken as part of the SDA.

The development must be constructed in accordance with the requirements/recommendations of the Sustainable Design Assessment to the satisfaction of the Responsible Authority.

- 5 Before buildings and works start, a detailed Landscape Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When the Landscape Plan is approved, it will be endorsed and will then form part of this Permit. The Landscape Plan must be prepared by a suitably qualified person and must incorporate:

- (a) Details of all existing trees to be retained and all existing trees to be removed, including overhanging trees on adjoining properties and street trees within the nature strip. The genus, species, height and spread of all trees must be specified.
- (b) A planting schedule of proposed vegetation detailing the botanical name, common name, size at maturity, pot size and quantities of all plants.
- (c) A diversity of plant species and forms. All proposed planting must be to the satisfaction of the Responsible Authority.

Note: Under Part 4, Division 1A of the *Planning and Environment Act 1987*, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit that may be acted upon.

Signature for the

Date Issued 7 April 2021 _____ Responsible Authority 



Planning Permit

Permit No: D/852/2018 (Amended)
 Planning Scheme: Darebin Planning Scheme
 Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 37 Storey Road RESERVOIR VIC 3073
 THE PERMIT ALLOWS: In accordance with the endorsed plans:

- To construct two or more dwellings on a lot
- Reduction of the standard car parking requirement.

IN ACCORDANCE WITH THE ORDER OF THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL DATED 24 JUNE 2020.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (d) Where the opportunity exists, an appropriate number and size of canopy trees are to be shown within the secluded private open space areas of each dwelling and within the front setback of the property, commensurate with the size of planting area available. All canopy trees are to have a minimum height of 1.6 metres in 40 litre containers at the time of installation. Canopy trees must have the following minimum widths at maturity: small canopy (4 metres), medium canopy (6 metres), large canopy (10 metres).
- (e) Annotated graphic construction details showing all landscape applications and structures including tree and shrub planting, retaining walls, raised planter bed and decking.
- (f) Type and details of all surfaces including lawns, mulched garden beds and permeable and/or hard paving (such as pavers, brick, gravel, asphalt and concrete) demonstrating a minimum site permeability of 20%. Percentage cover of permeable surfaces must be stated on the plan. Where paving is specified, material types and construction methods (including cross sections where appropriate) must be provided.
- (g) Hard paved surfaces at all entry points to dwellings.
- (h) All constructed items including letter boxes, garbage bin receptacles, lighting, clotheslines, tanks, outdoor storage etc.
- (i) Type and details of edge treatment between all changes in surface (e.g. grass (lawn), gravel, paving and garden beds).
- (j) An outline of the approved building/s including any basement, the location of entry doors, windows, gates and fences must be shown on the landscape plan. The location of both existing and proposed overhead and underground services. Conflicts of such services with the existing and proposed planting must be avoided.

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit that may be acted upon.

Signature for the

Date Issued 7 April 2021 _____ Responsible Authority  _____

Permit No: D/852/2018 (Amended)
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

Planning Permit

ADDRESS OF THE LAND: 37 Storey Road RESERVOIR VIC 3073

THE PERMIT ALLOWS: In accordance with the endorsed plans:

- To construct two or more dwellings on a lot
- Reduction of the standard car parking requirement.

IN ACCORDANCE WITH THE ORDER OF THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL DATED 24 JUNE 2020.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (k) Clear graphics identifying trees (deciduous and evergreen), shrubs, grasses/sedges, groundcovers and climbers.
- (l) Scale, north point and appropriate legend. Landscape plans are to be clear, legible and with graphics drawn to scale, and provide only relevant information.
- (m) A continuous evergreen, shade-tolerant, screening hedge planted at a semiadvanced size and at an appropriate lineal density to the southern boundary of the site. The screening hedge must be within cultivated soil in a mulched garden bed that has a continuous 1 metre offset from the southern boundary. The cultivar of the selected plant selection(s) must be provided.
- (n) At least one (1) small canopy tree (3-4 metres at maturity) in the rear garden of dwelling 5.
- 6 Before the development starts, a detailed Stormwater Management System Report must be submitted to the satisfaction of the Responsible Authority and be approved in writing by the Responsible Authority. The report must include:
- (a) Details of how the stormwater management system is designed to meet the current best practice performance objectives for stormwater quality as contained in the Urban Stormwater - Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999), including:
- An assessment using an industry recognised stormwater tool;
 - The type of water sensitive urban design (WSUD) stormwater treatment measures to be used and details of these treatment measures including cross sections, materials, plants and drainage directions;
 - The location of stormwater treatment measures in relation to buildings, sealed surfaces, neighbouring properties and landscaped areas;
 - A plan illustrating where all impervious surfaces will be treated and drained; and

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit that may be acted upon.

Signature for the

Date Issued 7 April 2021 _____ Responsible Authority 



Planning Permit

Permit No: D/852/2018 (Amended)
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 37 Storey Road RESERVOIR VIC 3073

THE PERMIT ALLOWS: In accordance with the endorsed plans:

- To construct two or more dwellings on a lot
- Reduction of the standard car parking requirement.

IN ACCORDANCE WITH THE ORDER OF THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL DATED 24 JUNE 2020.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

v A construction and maintenance schedule.

- (b) Details of how the stormwater management system contributes to cooling, improving local habitat and providing attractive and enjoyable spaces; and
- (c) Consideration of how the WSUD stormwater treatment measures will integrate with on-site detention requirements.

The development must be constructed and maintained in accordance with the requirements and recommendations of the approved Stormwater Management System Report to the satisfaction of the Responsible Authority.

All works must be carried out by the developer at their cost and be under supervision of the responsible authority. The works must be carried out to the satisfaction of the Responsible Authority.

7 The landscaping as shown on the endorsed Landscape Plan must be completed to the satisfaction of the Responsible Authority before the development is occupied and/or the use starts or at such later date as is approved by the Responsible Authority in writing.

No later than seven (7) days after the completion of the landscaping, the permit holder must advise Council, in writing, that the landscaping has been completed.

8 The landscaping as shown on the endorsed Landscape Plan must be maintained, and any dead, diseased or damaged plant replaced in accordance with the endorsed Landscape Plan to the satisfaction of the Responsible Authority.

9 Floor levels shown on the endorsed plans must be confirmed. The confirmation of the ground floor level must take place no later than at the time of the inspection of the subfloor of the development required under the Building Act 1993 and the Building Regulations 2006. This confirmation must be in the form of a report from a licensed land surveyor and must be submitted to the Responsible Authority no later than 7 days from the date of the sub-floor inspection. The upper floor levels must be confirmed before a Certificate of

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit that may be acted upon.

Signature for the

Date Issued 7 April 2021 _____ Responsible Authority  _____

Planning Permit

Permit No: D/852/2018 (Amended)
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Responsible Authority: City of Darebin

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IN ACCORDANCE WITH THE ORDER OF THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL DATED 24 JUNE 2020.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Occupancy is issued, by a report from a licensed land surveyor submitted to the Responsible Authority.

- 10 All dwellings that share dividing walls and/or floors must be constructed to limit noise transmission in accordance with Part F(5) of the Building Code of Australia.
- 11 Before the dwellings are occupied, an automatic external lighting system capable of illuminating the entry to each unit, access to each garage and car parking space and all pedestrian walkways must be provided on the land to the satisfaction of the Responsible Authority.
The external lighting must be designed, baffled and/or located to ensure that no loss of amenity is caused to adjoining and nearby land, to the satisfaction of the Responsible Authority.
- 12 The land must be drained to the satisfaction of the Responsible Authority.
- 13 With the exception of guttering, rainheads and downpipes, all pipes, fixtures, fittings and vents servicing any building on the land must be concealed in service ducts or otherwise hidden from view to the satisfaction of the Responsible Authority.
- 14 No plant, equipment, services or architectural features other than those shown on the endorsed plans are permitted above the roof level of the building/s without the prior written consent of the Responsible Authority.
- 15 Provision must be made on the land for letter boxes and receptacles for newspapers to the satisfaction of the Responsible Authority.
- 16 Before occupation of the development, areas set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
 - (a) Constructed;
 - (b) Properly formed to such levels that they can be used in accordance with the plans;

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit that may be acted upon.

Signature for the

Date Issued 7 April 2021 _____ Responsible Authority 



Planning Permit

Permit No: D/852/2018 (Amended)
Planning Scheme: Darebin Planning Scheme
Responsible Authority: City of Darebin

ADDRESS OF THE LAND: 37 Storey Road RESERVOIR VIC 3073

THE PERMIT ALLOWS: In accordance with the endorsed plans:

- To construct two or more dwellings on a lot
- Reduction of the standard car parking requirement.

IN ACCORDANCE WITH THE ORDER OF THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL DATED 24 JUNE 2020.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (c) Surfaced with an all-weather sealcoat; and
- (d) Drained.

To the satisfaction of the Responsible Authority.

Car spaces, access lanes and driveways shown on the endorsed plans must not be used for any other purpose

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of Amendment	Brief Description of Amendment
20 August 2021	<p>Amendment to the Planning Permit:</p> <ul style="list-style-type: none"> • Substitute the plans listed in Condition 1 of the planning permit with - plans identified as: TP04- Rev G, TP05 Rev G and TP06 Rev G, dated Apr 21, prepared by Ikonomidis Reid • Amend condition 1 (k) which read: Window operation on all elevation plans. Window operation must not increase overlooking of secluded private open space and habitable room windows. Casement, sliding, sash and or louver windows must be provided to maximise ventilation. <p>To</p> <p>Window operation on all elevation plans. Window operation must not increase overlooking of secluded private open space and habitable room windows. Awning windows avoided where possible. Window operation must not cause non-compliance with Standard B22 (overlooking) at Clause 55.04-6 of the Darebin Planning Scheme.</p>

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit that may be acted upon.

Signature for the

Date Issued 7 April 2021 _____ Responsible Authority 

Planning Permit

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- To construct two or more dwellings on a lot
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IN ACCORDANCE WITH THE ORDER OF THE VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL DATED 24 JUNE 2020.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- Alterations with Dwelling 5 garage and first floor plan with a reduction in setbacks on the eastern and western sides.

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the Responsible Authority that this permit is the current permit that may be acted upon.

Signature for the

Date Issued 7 April 2021 _____ Responsible Authority 

Planning Permit

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 of Part 4 of the Planning and Environment Act 1987).

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- if no date is specified, from
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if-
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of the land expires if –
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if –
 - the development or any stage of it does not start within the time specified in the permit, or the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development, or the use is discontinued for a period of two years
4. If a permit for the use of the land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision –
 - the use or development of any stage is to be taken to have started when the plan is certified, and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry

WHAT ABOUT APPEALS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice Of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An appeal must state the grounds upon which it is based.
- Any appeal must also be served on the Responsible Authority.
- Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



In reply please quote EOT/11/2023
Enquiries Kerrie Hogan - 8470 8850

6 March 2023

PatDan Investments Pty Ltd
739 Elgar Rd
DONCASTER VIC 3108

Dear Sir/Madam,

APPLICATION NO.: EOT/11/2023 (D/852/2018)
PROPERTY: 37 Storey Road RESERVOIR VIC 3073

I refer to your letter of 1 February 2023 requesting an extension of time for the above Planning Permit.

Your request for extension of time has been approved.

The approved in accordance with the endorsed plans, to construct two or more dwellings on a lot and reduction of the standard car parking requirement, must be commenced by 7 April 2024 and completed by 7 April 2026.

It should be noted that since the issuing of the Planning Permit Amendment C170dare was approved by the Minister for Planning and gazetted on 25 January 2023. The new development contributions plan has come into force and will require payment of a levy when land is being developed. The contribution amounts required for each of the 16 'charge areas' are detailed in the 'Darebin Development Contributions Plan 2019 (September 2022)' and at Schedule 1 to Clause 45.06 (Development Contributions Plan Overlay) of the Darebin Planning Scheme.

Any further applications for an extension of time will need to be assessed on its own merits.

Any questions should be directed to Kerrie Hogan on 8470 8850.

Yours faithfully,

Kerrie Hogan
PLANNING ASSISTANT

Darebin City Council
ABN 75 815 980 522
Postal Address
PO Box 91
Preston VIC 3072
T 03 8470 8888
darebin.vic.gov.au

National Relay
Service
TTY dial 133 677
or Speak & Listen
1300 555 727 or
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then enter
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Speak your
language
T 03 8470 8470
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