

Contract of sale of land

Property: Lot_____/ 1A SUNSET COURT, EPPING VIC 3076 being
Lot____ on proposed Plan of Subdivision PS933179B

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AUSTRALIAN INSTITUTE OF CONVEYANCERS (VIC) LTD

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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

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:

Not Applicable

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not 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:

Margaret Alicia Marangos

State nature of authority, if applicable:

Not 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:
Tel: Mob: Fax: Ref:

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

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

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name: []
Address: []
Email: []
Tel: [] Fax: [] DX: [] Ref: []

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan
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 [] / 1A SUNSET COURT, EPPING VIC 3076 being Lot [] on proposed Plan of Subdivision PS933179B

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

[]

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 condition 17 & 26.2)

is due on []

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

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

Lease (general condition 5.1)

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

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

a lease for a term ending on [] 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:

(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

INFORMATION ONLY

Special Conditions

Instructions: *It is recommended that when adding further special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space*

GC 23 – special condition

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

GC 28 – special condition

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

GUARANTEE and INDEMNITY

I/We, of
.....

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

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

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

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

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

this day of 2025

SIGNED by the said)

)

Print Name:)

)

.....

.....
Director (Sign)

in the presence of:)

)

Witness:)

)

.....

Special Conditions

1. Definitions and Interpretation

Terms in the Particulars of Sale

- 1.1 The words appearing in bold capitals in the Particulars of Sale of the Contract are defined by the words and figures/numbers adjacent to such words.
- 1.2 For the avoidance of doubt, the words "*Balance*", "*Price*", "*Deposit*" appearing under the "Payment" panel in the Particulars of Sale of the Contract are defined by the words and/or figures/numbers adjacent to such words.

Defined terms in these Special Conditions

- 1.3 In this Contract, unless the context otherwise requires, the words in bold mean as follows:

Authority includes any government or public, government, semi-government, administrative, fiscal, or judicial body, department, commission, tribunal, agency, or statutory authority, the Responsible Authority and any entity exercising a power pursuant to any statute or regulation.

Bank means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

Builder means the builder or builders selected by the vendor (in its absolute discretion) to carry out the Building Works;

Building means the improvements to be constructed on or under the Land.

Building Act means the *Building Act 1993* (Vic) and any regulations under that Act, the Building Code of Australia, any repealed laws under which any improvements on the Land were constructed and any other Laws or requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements.

Building Contract means the Major Domestic Building Contract between the vendor and the Builder.

Building Surveyor means any building surveyor appointed by the vendor (in the vendor's absolute discretion) from time to time.

Building Works means all construction works substantially as contemplated by the Plans and Specifications to the extent only that those works contemplate construction of the Building, but subject to the vendor's rights to make variations to the Plans and the Specifications pursuant to this Contract.

Business Day has the same meaning as in section 30 of the Sale of Land Act.

Caveat means a caveat pursuant to section 89 of the Transfer of Land Act.

Certificate of Completion means the certificate issued by the Consultant certifying that the Building Works have been completed in accordance with this Contract.

Certification means certification pursuant to section 6 of the Subdivision Act and **Certified** has a corresponding meaning.

Claim means any claim, demand, legal proceeding or cause of action, however arising, including one that is based in contract or tort (including negligence), under common law, equity or statute, and whether involving a third party or a party to this Contract or otherwise.

Common Property means all common property created by the registration of the Draft Plan and which is under the control of the Owners Corporation.

Consultant means a person appointed by the vendor (in its absolute discretion) for the purposes of certification of delays and for the Certification of Completion.

Contamination means the existence of a Contaminant on the Land.

Contaminant means a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a risk of harm to human health or any other aspect of the environment (including asbestos).

Contract means this Contract of Sale of Real Estate including the Particulars of Sale, the Special Conditions, the General Conditions and any Schedule or Annexure to this Contract.

Controller has the meaning given in the Corporations Act.

Corporations Act means the *Corporations Act 2001* (Cth) (as amended).

Council means the City of Whittlesea ABN 72 431 091 058.

Day of Sale means the date by which both parties have signed the Contract.

Defects List means the list of deficiencies and/or omissions in the Building Works prepared jointly by the Vendor's Consultant and the purchaser.

Defects Period means the period of 3 months after the date of issue of the Occupancy Permit.

Deposit means the deposit payable by the purchaser under this Contract.

Development means the proposed development on the Lots pursuant to the Planning Permit generally in accordance with the Planning Permit and the Plans and Specifications (subject to any variations or amendments pursuant to this Contract).

Draft Plan means proposed Plan of Subdivision PS (Preliminary Plan Version 1) attached to the Vendor's Statement and includes any amendment or alteration made from time to time prior to Registration and on Registration, means the Final Plan as Registered by the Registrar.

Duties Act means the *Duties Act 2000* (Vic).

Duty means any stamp, transaction or registration duty or similar charge imposed by any Authority and includes any interest, fine, penalty, charge or other amount imposed in respect of the above but excludes any Tax.

Encumbrances means all registered and unregistered encumbrances, easements, covenants and restrictions including (but not necessarily limited to) any:

- (a) encumbrances disclosed in the Vendor's Statement;
- (b) implied encumbrances;
- (c) created by Section 98 of the Transfer of Land Act, or implied under the Subdivision Act;
- (d) described by reference or otherwise in the Draft Plan;
- (e) referred to in, or contemplated by, the Planning Permit;
- (f) required by any Authority including any agreement under Section 173 of the PE Act;
- (g) vested in any Authority;
- (h) amendment of the Planning Permit;
- (i) requisite electrical substation lease; and

- U) any recording on Title under the MSA Act;
- (k) required by this Contract.

Environmental Law means any and all past, present and future laws, and any codes of practice, guidance notes, national environment protection measures, state environment protection policies, order, directions, consents, authorisations or permits concerning environmental, health, or safety matters (including the clean-up standards and practices for Contamination in buildings, equipment, soil, sub surface-strata, air, surface or ground water), where they are provided for in applicable Laws or applied and practiced to the Property.

Event of Default means where the purchaser:

- (a) is the subject of an Insolvency Event;
- (b) breaches any warranty in the Contract; and/or
- (c) fails to comply with the Contract.

Excluded Rights means any right or purported right of a purchaser to:

- (a) rescind this Contract;
- (b) delay Settlement of this Contract;
- (c) make any requisition, objection, enquiry or Claim;
- (d) withhold any part of or require any adjustment of the Price;
- (e) require any part of or require any adjustment of the Price;
- (f) require the vendor to do any act, matter or thing;
- (g) require the vendor to amend Title;
- (h) require the vendor to pay any money or bear any costs;
- (i) require the vendor to indemnify any person; and
- U) claim any compensation from the vendor.

Fees has the meaning given to that term in Special Condition 27.1.

Final Plan means the final version of the Draft Plan as Registered by the Registrar.

FIRB means the Foreign Investment Review Board responsible for administering the Commonwealth of Australia's foreign investment policy under the provisions of the FT Act and includes the Treasurer of the Commonwealth of Australia.

FIRB Approval means advice in writing that the Treasurer has no objection to the acquisition of the Property by the purchaser pursuant to the provisions of the FT Act.

FIRB Declaration means the FIRB Declaration in the form attached as Annexure A to this Contract to be completed by the purchaser on the Day of Sale.

FT Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

General Conditions means the general conditions 1 to 35 (inclusive) in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of each page of the Contract containing the general conditions.

Goods means the Goods sold with the Land (if any) as set out in the Particulars of Sale of the Contract.

GST has the same meaning given to that expression in the GST Law.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as in force from time to time.

GST Law has the same meaning given to that expression in the GST Act.

Insolvency Event means, in respect of a purchaser, the occurrence of any one or more of the following events in relation to that purchaser:

- (a) for a purchaser that is a body corporate:
 - (i) except for the purpose of a solvent reconstruction or amalgamation:
 - {A} process is filed in a court seeking an order that it be wound up or that a Controller be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within 7 days of it being filed; or
 - (B) an order is made that it be wound up or that a Controller be appointed to it or any of its assets; or
 - (C) a resolution that it be wound up is passed or proposed;
 - (ii) a liquidator, provisional liquidator, Controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertakings;
 - (iii) an administrator is appointed to it, a resolution that an administrator be appointed to it is passed or proposed, or any other steps are taken to appoint an administrator to it;
 - (iv) it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or members, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;
 - (v) a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors is proposed or effected;
 - (vi) any action is taken by the Australian Securities and Investments Commission with a view to its deregistration or its dissolution, or an application is made to the Australian Securities and Investments Commission that any such action be taken;
 - (vii) it is insolvent within the meaning of section 95A of the Corporations Act, states that it is unable to pay its debts, or it is presumed to be insolvent under any applicable law;
 - (viii) as a result of the operation of section 459F(1) of the Corporations Act, it is taken to have failed to comply with a statutory demand;
 - (ix) it stops or suspends or threatens to stop or suspend the payment of all or a class of its debts;
 - (x) any event or circumstance set out in section 461 of the Corporations Act occurs in relation to it; or
 - (xi) anything having a substantially similar effect to any of the events specified in paragraphs (a)(i) to (a)(x) of this definition happens to it under the law of any jurisdiction; and
- (b) for a purchaser that is a natural person:

- (i) a bankruptcy notice is issued against the person;
- (ii) a receiver or a trustee for creditors or in bankruptcy is appointed to any of the person's property;
- (iii) the person proposes or enters into an arrangement or composition with, or an assignment for the benefit of, any of the person's creditors;
- (iv) the person proposes or effects a moratorium involving any of the person's creditors;
- (v) the person stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts;
- (vi) the person is unable to pay all of the person's debts as they fall due or is presumed to be insolvent under any applicable law;
- (vii) the person becomes an "insolvent under administration" as defined in section 9 of the Corporations Act; or
- (viii) anything having a substantially similar effect to any of the events specified in paragraphs (b)(i) to (b)(vii) of this definition happens to the person under the law of any jurisdiction.

Investment Authority means the purchaser's authority (containing the purchaser's Tax File Number) authorising the investment of the Deposit in the form attached as Annexure C to this Contract.

Land means the land described in the "Land" panel set out in the Particulars of Sale of the Contract.

Law includes:

- (a) any statute, regulation, proclamation, ordinance or by-law in Australia; and
- (b) any law, regulation, authorisation, ruling, judgment, order or decree of any Authority.

Loss includes any losses, liabilities, damages, costs, charges or expenses (including the vendor's lawyers' fees and expenses on a full indemnity basis), and fines and penalties, however arising.

Lot or Lots means a lot on the Draft Plan and where the context so requires includes the Land.

Major Domestic Building Contract has the meaning given to it in the *Domestic Building Contracts Act 1995* (Vic).

Marketing Materials means the photographs, images and other material used by the vendor to promote the sale of Lots in the Subdivision.

MSA Act means the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020* (Vic).

Occupancy Permit means either an occupancy permit or a certificate of final inspection issued under the Building Act in respect of the Building.

Outgoings means all periodic outgoings payable by the registered proprietor of the Property from time to time.

Owners Corporation means the owners corporation or owners corporations of which, on registration of the Draft Plan, the owner of the Lots will be members.

Owners Corporation Act means the *Owners Corporations Act 2006* (Vic).

Owners Corporation Regulations means the *Owners Corporations Regulations 2018* (Vic).

Parent Title means Certificate of Title Volume 11634 Folio 450.

PE Act means the *Planning and Environment Act 1987* (Vic).

Planning Permit means Planning Permit Number 716200 issued by the Council on 1st December 2017 including any amendment, addition, variation, extension or endorsement to the Planning Permit from time to time.

Plans means the working drawings and floor plans for the Building Works attached as Annexure E

Property means the Land and the Goods.

Proportions has the meaning given to that term in Special Condition 7.1.

Registration means registration pursuant to section 22 of the Subdivision Act and, **Registered** has a corresponding meaning.

Registrar means the Registrar of Titles.

Related Body Corporate has the meaning given in the Corporations Act.

Relevant Trust has the meaning given to that term in Special Condition 22.2.

Responsible Authority means the Council, the Minister for Planning and Environment and any other Authority responsible for the issue of planning permission in connection with the Subdivision or any other Authority required to provide consent to the Registration of the Subdivision.

Rules means the Model Rules referred to in section 139 of the *Owners Corporations Act 2006* (Vic) and any special or additional rules passed from time to time relating to the Development as may be adopted in accordance with the terms of this Contract.

Sale of Land Act means the *Sale of Land Act 1962* (Vic).

Section 173 Agreement means any agreement or agreements made in connection with the Subdivision pursuant to section 173 of the PE Act.

Services means all water, sewerage, drainage, gas, electricity, telecommunications (including but not limited to NBN).

Settlement means completion of this Contract on the Settlement Date resulting in the transfer of the Property to the purchaser.

Settlement Date means the due date for Settlement set out in the Particulars of Sale in the Contract.

Site means all of the land in the Draft Plan as attached and includes (where the context permits) any land abutting the land in the Draft Plan which the vendor is developing or subdividing.

Specifications means the specifications as varied by the vendor from time to time attached as Annexure F.

Statement of Adjustments means the statement adjusting the outgoings prepared by the vendor in accordance with Special Condition 6.

Subdivision means the subdivision of the land in the Parent Title by the Draft Plan

Subdivisional Works means the works required to be undertaken by the vendor to obtain Registration of the Draft Plan.

Subdivision Act means the *Subdivision Act 1988* (Vic).

Sunset Date means twenty four (24) months from the Day of Sale.

Tax means any income tax, capital gains tax, land tax, goods and services tax (including GST), levy, charge, impost, fee, assessment, contribution, deduction, or withholding tax, which is assessed, levied, imposed or collected by any Authority and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above, but excludes Duty.

Title means the Certificate of Title for the Lot sold by this Contract that is issued by the Registrar on the Registration of the Draft Plan.

Transfer means the instrument of transfer of land document transferring the Title to the purchaser.

Transfer of Land Act means the *Transfer of Land Act 1958* (Vic).

Treasurer means the Treasurer of the Commonwealth of Australia.

Vendor's Consultant means a qualified architect and/or building surveyor and/or engineer nominated by the vendor from time to time.

Vendor's Statement means the statement made by the vendor under Section 32 of the Sale of Land Act, attached to this Contract.

Works means the Building Works, Subdivisional Works and any other work required to complete the Development generally.

Interpretation

14 The following rules of interpretation apply in this Contract unless the context requires otherwise:

- (a) headings in this Contract are for convenience only and do not affect its interpretation or construction;
- (b) no rule of construction applies to the disadvantage of a party because this Contract is prepared by (or on behalf of) that party;
- (c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (d) a reference to a document (including this Contract) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
- (e) references to general conditions, special conditions, recitals, clauses, subclauses, paragraphs, annexures or schedules are references to general conditions, special conditions, recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this Contract;
- (f) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (g) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Authority and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
- (h) a reference to writing includes any communication sent by post, facsimile or email;
- (i) a reference to time refers to time in Melbourne, Victoria and time is of the essence;
- (j) all monetary amounts are in Australian currency;
- (k) a reference to a liability includes a present, prospective, future or contingent liability;

- (l) the word "month" means calendar month and the word "year" means 12 calendar months;
 - (m) the meaning of general words is not limited by specific examples introduced by "include", "includes", "including", "for example", "in particular", "such as" or similar expressions;
 - (n) a reference to a "party" is a reference to a party to this Contract, and a reference to a "third party" is a reference to a person that is not a party to this Contract;
 - (o) a reference to any thing is a reference to the whole and each part of it;
 - (p) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
 - (q) a promise or agreement by two or more persons binds them jointly and severally;
 - (r) words in the singular include the plural and vice versa; and
 - (s) a reference to one gender includes a reference to the other genders.
- 1.5 If there is any inconsistency between the General Conditions and these Special Conditions, the Special Conditions prevail.

2. Vendor's Statement

The purchaser acknowledges that prior to signing this Contract or any other documents relating to this sale, the purchaser received from the vendor a Vendor's Statement and a Due Diligence Checklist pursuant to section 33B of the Sale of Land Act.

3. Variations to General Conditions

3.1 Without limiting the specific provisions of any other Special Condition in this Contract, the General Conditions are amended as follows:

- (a) General Condition 3 is deleted and replaced with the following:

"3. GUARANTEE

If the purchaser under this contract is or includes a proprietary limited company, the purchaser shall on the day of sale procure the execution of the guarantee and indemnity (in the form attached as Annexure B hereto) by each of the directors of such proprietary limited company and provide the executed guarantee to the vendor or the vendor's legal practitioner. The failure by any person required under this general condition 3 to execute a guarantee within the time stipulated in this general condition 3 shall entitle the vendor to rescind this contract forthwith by written notice to the purchaser."

- (b) General Condition 4 is deleted and replaced with the following:

"4. NOMINEE

4.1 *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.*

4.2 *If the purchaser wishes to nominate a substitute or additional person, it must deliver to the Vendor's Legal Practitioner:*

- (a) *a Nomination Form executed by the nominee and the purchaser;*

- (b) *if the nominee is a proprietary limited company, a guarantee and indemnity signed by each director of the nominee (in the form attached as Annexure B to this contract but including changes necessary by reason of the nomination) which shall include:*
- (i) *the following substituted as paragraph A of the Recitals: "At the request of the Guarantor, the purchaser (Purchaser) has nominated..... (Nominee Purchaser) as a substituted or additional purchaser under the Contract of Sale (Contract) dated..... for the sale of the property situate at..... as described in the Contract";*
 - (ii) *the following substituted as paragraph B of the Recitals: "The vendor (Vendor) accepts that nomination in consideration of this guarantee and indemnity being provided by the Guarantor";*
 - (iii) *the reference to "Purchaser" within the Operative Provisions of the Guarantee and Indemnity shall be read and construed as being a reference to the "Nominee Purchaser".*
- (d) *a statement signed by the purchaser and the Nominee Purchaser that the Nominee Purchaser is not obliged by the FT Act to furnish notice to the Treasurer of its intention to acquire an interest in the Property; and*
- (e) *a cheque payable to the Vendor's Legal Practitioner for \$350.00 (plus GST) being their costs for administration and advising the Vendor on compliance with this general condition 4."*
- (c) General Condition 28.3 is deleted and replaced with the following:

"28.3 The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition."

- (d) General Conditions 31.4 to 31.6 (inclusive) are deleted and do not apply to this Contract.
- (e) General Condition 32 is deleted and replaced with the following:

"32 BREACH

32.1 *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.*

32.2 *The purchaser acknowledges that the following items constitute "a reasonably foreseeable loss" for the purposes of General Condition 32.1(a):*

- (a) *expenses including interest payable by the vendor under any existing loan secured over the property or other property of the vendor calculated from the settlement date;*
- (b) *the vendor's legal costs and expenses as between solicitor and client incurred due to the breach including the cost of issuing any default notice agreed at \$660.00 inclusive of GST for each notice;*

- (c) *any commission or other expenses (including any advertising expenses) claimed or incurred by the vendor's estate agent or any other person relating to the sale of the property;*
- (d) *any fee incurred by the vendor in rebooking settlement;*
- (e) *all costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance; and*
- (f) *penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property; and*
- (g) *penalties and other expenses payable by the vendor due to any delay in completion of the purchase of another property including accommodation or storage and removal expenses necessarily incurred by the vendor.*

32.3 The exercise of the vendor's rights under this General Condition 32 shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise."

- (f) General condition 33 is amended by deleting the figure of "2%" and replacing that figure with "4%".
- (g) General condition 35 is amended by including a new general condition 35.6 as follows:
"35.6 Unless the price includes any GST, the reference to "the price" in this general condition 35 refers to the price plus any GST payable on the price."

4. Acknowledgements

Further Acknowledgements

4.1 The purchaser acknowledges and agrees that:

- (a) it had sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this Contract;
- (b) that no information, representation or warranty provided or made by or on behalf of the vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be relied upon by the purchaser;
- (c) that no information, representation or warranty referred to in Special Condition 4.1 (b) has been relied upon by the purchaser;
- (d) that the purchaser relied only on the purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and
- (e) that to the maximum extent permissible by law and equity, the vendor is not liable to the purchaser in connection with any information, representation or warranty provided or made by or on behalf of the vendor.

Advice and Negotiation

4.2 Despite anything else in this Contract, the purchaser acknowledges and agrees that:

- (a) the vendor gave the purchaser the opportunity to seek advice (including legal and financial advice) on the terms and conditions, and effect of, this Contract prior to signing this Contract; and

- (b) the purchaser has had a genuine and effective opportunity to review and negotiate the terms of this Contract prior to signing this Contract.

5. Deposit

Investment

- 5.1 By delivering a completed Investment Authority with the Deposit the purchaser authorises the vendor's legal practitioner to invest the Deposit in a separate interest-bearing account on trust for the purchaser until the Registration of the Draft Plan.
- 5.2 The purchaser acknowledges that if the purchaser fails to provide the properly completed Investment Authority or promptly notify the vendor's legal practitioner of its Tax File Number, withholding Tax may be deducted from the interest earned on the invested Deposit at the top marginal rate.
- 5.3 The vendor may decide to invest the Deposit in an interest-bearing trust account however the vendor is not under an obligation to do so.
- 5.4 The parties must not make any Claim whatsoever against the vendor's legal practitioner arising from or related to investment of the Deposit or any failure to invest the Deposit and the vendor and the purchaser forever release the vendor's legal practitioner from all Claims in that regard.
- 5.5 Any interest that accrues on the investment of the Deposit (less government and Bank fees and charges including any withholding Tax) will be paid to the party entitled to the Deposit on the date that the Deposit is released to that party.
- 5.6 The vendor and/or the vendor's legal practitioner shall not be liable to the purchaser under any circumstances for the loss of the Deposit or any interest earned on the Deposit, due to the negligence, default or insolvency of the Bank or any other third party and the parties forever release the vendor and the vendor's legal practitioner from any cost, Loss, liability, expense or damage arising in any way from or related to investment of the Deposit in good faith.

6. Adjustments

- 6.1 Where any adjustment must be made under General Condition 23 in relation to any Outgoings, all adjustments between the parties must be made on the basis that the purchaser is liable for the proportion of the Outgoings which shall be determined by calculating the proportion of area which the Land bears to the total area of all of the land remaining in the Parent Title to which outgoings apply from the Settlement Date.

~~Land Tax~~

- ~~6.2 All adjustments made in relation to Land Tax must be adjusted on a proportional basis and the purchaser is liable for the proportion of the Land Tax which the Land bears to the total area of all the Lots on the Draft Plan.~~
- ~~6.3 Any proportion of Outgoings and Land Tax payable in respect of the Property will be adjusted between the vendor and the purchaser on the basis that they have been or will be paid by the vendor.~~
- ~~6.4 The vendor will prepare the Statement of Adjustments and will forward the Statement of Adjustments to the purchaser or the purchaser's legal practitioner at least 4 Business Days prior to the Settlement Date.~~
- ~~6.5 If the purchaser does not object to the Statement of Adjustments within 2 Business Days after receipt of the Statement of Adjustments, any rectification which may be required to the Statement of Adjustments must only be made after the Settlement Date. The purchaser must not delay completion of this Contract because of any minor error to the Statement of Adjustments.~~

~~6.6 The vendor takes no responsibility for subsequent rate notices (including any supplementary rate notices) issued by any relevant Authority after the Settlement Date.~~

~~6.7 The purchaser acknowledges and agrees that if the purchaser is in breach of this Contract, by not completing this Contract on the Settlement Date, and if as a result of the purchaser's breach, completion of this Contract takes place on a date that is after the 31st December in the year of Settlement that completion of this Contract is due to take place (**Settlement Year**) then:~~

~~(a) the purchaser's breach will result in an increase in the amount of the vendor's land Tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the vendor's total landholdings in Victoria, and~~

~~(b) the additional Tax which the vendor will incur in accordance with this Special Condition 6.7 is a reasonably foreseeable Loss incurred by the vendor as a result of the purchaser' breach in respect of which the vendor is entitled to be compensated for that Loss by the purchaser on the date that Settlement actually occurs.~~

7. Fractional Interest

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 (**Proportions**).

7.2 If the Proportions recorded in the Transfer differ from those recorded in this Contract, it is the 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 this Contract.

7.4 This Special Condition 7 shall not merge on Settlement of this Contract but shall enure for the benefit of the vendor.

8. Existing services

8.1 The purchaser acknowledges that the Land is sold and the purchaser shall take title subject to all existing and any new water, sewerage, drainage, gas, electricity, telephone or other installations, services and utilities (if any) as are installed on the Property as at the Day of Sale or installed as from the Day of Sale as required under this Contract or any Authority.

8.2 The purchaser shall not exercise any of the Excluded Rights in respect of any of the following matters affecting the Land as finally Registered:

(a) the nature, location, availability or non-availability of any such installations, services and utilities;

(b) any such service being a joint service with any other land or building;

(c) any such service for any other property or building that passes through in or over the Land;

(d) any sewer or water main or connection that passes through, in or over the Land;

(e) any manhole or vent on the Land; or

(f) any easements arising out of any such installations, services or utilities.

8.3 The purchaser accepts that the vendor is not obliged to connect services to the Property. If the vendor connects services to the Property at the request of the purchaser, the purchaser must reimburse any connection fees paid by the vendor on the Settlement Date (estimated at \$1,500.00).

9. Restrictions and conditions

The Land is sold subject to any restriction as to use under the Planning Permit or any order, plan (including the Draft Plan), permit, scheme, overlay, regulation, agreement or by-law contained in or made pursuant to the provisions of any legislation including but not limited to the *Local Government Act 1989* (Vic), the PE Act, and any other town planning acts or schemes. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this Contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect of such restriction.

10. Sale of Land Act

10.1 The vendor and the purchaser agree that:

- (a) 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 Draft Plan;
- (b) easements for services may need to be created; and
- (c) lot and common property boundaries may need to be realigned to accommodate services.

11. Dealing with the Property

11.1 Without limiting any of the vendor's rights, the vendor has the right to:

- (a) grant a mortgage or charge over the land in the Parent Title and/or any land which may be affected by the Subdivision;
- (b) sell the land in the Parent Title to another person and assign or novate its rights and obligations under this Contract to another party in accordance with this Special Condition 11;
- (c) deal with any or all of its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment; and/or
- (d) execute any mortgage, charge, assignment and other document relating to the land in the Parent Title, this Contract or any land affected by the Subdivision as may be required by any mortgagee, chargee or assignee.

11.2 If prior to the Settlement Date, a third party other than the vendor is or becomes registered proprietor of the land in the Parent Title, or the vendor's rights under this Contract are assigned to a third party, then, upon receipt of a notice of assignment from the vendor, the purchaser must perform any obligations imposed upon the purchaser under this Contract in favour of the third party who is or becomes registered proprietor of the land in the Parent Title or to whom the vendor's rights under this Contract are assigned.

11.3 The purchaser must not raise any objection, delay settlement, seek to rescind or terminate this Contract or seek compensation of any kind in respect of any matters set out in this Special Condition 11. The purchaser shall sign whatever documents shall reasonably be required to give effect to such assignment of the vendor's rights under this Contract.

12. Additional Encumbrances

12.1 The purchaser acknowledges that it is aware that as at the Day of Sale:

- (a) all of the Encumbrances may not have been created; and
- (b) all of the rights and privileges may not have been granted,

which it may be considered necessary or desirable for any Authority, or the vendor to create, enter into, or grant in relation to the Land or the Draft Plan.

12.2 If at any time it is considered necessary or desirable for an Authority or the vendor to:

- (a) create any or all of the Encumbrances;
- (b) grant those rights or privileges,

then subject to the purchaser's rights (if any) under the Sale of Land Act, the purchaser must not make any requisition or objection, rescind or terminate this Contract, claim compensation or delay completion of this Contract because of that creation, entering into or grant and will enter into any documents at its own cost necessary to give effect to the additional Encumbrances.

13. Marketing Material

13.1 The purchaser acknowledges that:

- (a) the photographs and other images that may have been used by the vendor as part of the Marketing Material depict potential views from the Property that were reasonably anticipated before the Day of Sale;
- (b) the vendor has no control over development by unrelated parties of property surrounding or nearby the Subdivision;
- (c) the Draft Plan may change; and
- (d) development of property surrounding or near the Subdivision may affect the actual views that will be available from the completed Subdivision.

13.2 The purchaser may not make any requisition or objection, claim compensation, rescind or terminate or delay completion of this Contract where any view depicted in the Marketing Materials differs from the actual view due to any of the events in this Special Condition 13.

13.3 The purchaser acknowledges that:

- (a) the description of areas and measurements appearing in any Marketing Material are approximations only and may differ from the actual areas and measurements in the completed Subdivision; and
- (b) the information contained in any Marketing Material is for illustration purposes only and subject to change.

13.4 The information contained in promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

14. No Representations

14.1 The parties agree and acknowledge that:-

- (a) this Contract contains and sets forth all the terms and conditions of and relating to the sale of the Lot by the vendor to the purchaser and that so far as is legally permissible there are no conditions, warranties or other terms affecting or relating to this sale other than those embodied in this Contract and the purchaser acknowledges that the vendor has given no warranty nor made any representation in relation to the Lot;
- (b) no servant or agent of the vendor, consultant, professional advisor or other person on behalf of the vendor has made or has had any authority to make any representation, warranty, arrangement, condition, statement or agreement binding on the vendor which is not embodied in this Contract;

- (c) the area and dimensions of any display suite or model of the Subdivision by the vendor are not representative of the actual area or dimensions of any Lot or Lots or any part of the Lot or Lots;
- (d) the information contained in any promotional material is for illustration purposes only and is subject to change. Statements, figures, calculations, plans images and representations are indicative only. Changes may be made during the further planning or development stages of the Subdivision and dimensions, fittings, finishes, ongoing costs and specifications and representations are subject to change without notice. While all reasonable care has been taken in providing this information the vendor and any Related Body Corporate and their representatives, consultants and agents accept no responsibility for the accuracy of any information contained in any promotional material or provided to the purchaser;
- (e) the purchaser has made enquiries and is satisfied as to all aspects of the Subdivision, and has obtained independent legal and financial advice in relation to all of the information contained in this Contract; and
- (f) the information contained in promotional material is a guide only and does not constitute an offer, inducement, representation, warranty or contract.

15. Planning Permit

15.1 The purchaser acknowledges and accepts that:

- (a) the vendor has obtained the Planning Permit;
- (b) the vendor has the sole right to seek to amend or vary the conditions contained in the Planning Permit or make application for further planning permits.

15.2 If requested to do so by the vendor or by any relevant Authority, the purchaser shall, within 7 Business Days of being requested to do so, sign any consents or authorities that the vendor may require to enable the vendor to obtain any variation or amendment to the Planning Permit or any further or additional planning permits or any other approvals that may be required or desired to be applied for by the vendor in respect to the Subdivision or the Property before or after Settlement. The purchaser irrevocably appoints the vendor and each director of the vendor jointly and or severally to be the attorney/s of the purchaser for the purposes of signing any consents, applications or approvals required for the purpose of this Special Condition 15.

15.3 The purchaser will not lodge any objection to or do any act or thing, or allow any person claiming through the purchaser or acting on the purchaser's behalf to lodge any objection to or do any act or thing that will in any way delay, obstruct, disrupt, hinder or prevent the vendor from proceeding with the Subdivision or applying for planning permits under this Special Condition 15.

15.4 Should the purchaser or any such person do any act or thing which the vendor acting reasonably considers to be in breach of this Special Condition 15, the vendor may (without prejudice to any other rights of the vendor) give written notice of default to the purchaser.

15.5 The purchaser accepts that a breach of this Special Condition 15 by the purchaser may result in the vendor suffering Loss or damage, which the purchaser shall be liable to compensate the vendor for and the purchaser indemnifies and agrees to keep indemnified the vendor against any Loss, damage, cost or expense which the vendor may incur as a result of such breach whether foreseeable or not. The purchaser acknowledges that the vendor's rights pursuant to this Special Condition 15.5 are in addition to any other rights that the vendor may have at law.

15.6 The purchaser shall not exercise any of the Excluded Rights in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the Property under any Law, act or scheme or in any legislation or imposed by any Authority empowered by legislation to control the use or development of the Land including the MSA.

15.7 This Special Condition 15 shall not merge on Settlement of this Contract but shall enure for the benefit of the vendor.

16. No Caveats

16.1 The purchaser must not lodge nor cause or allow any Caveat to be recorded on any of the certificates of title relating to the Parent Title, Draft Plan or the Subdivision, the Land or the Property including over any certificate of title that issues upon Registration of the Draft Plan, and acknowledges that any breach of this Special Condition 16.1:

- (a) may delay or prevent registration of the Draft Plan;
- (b) may delay or prevent settlement of sale of any of the Lots; and
- (c) to the extent that it delays or prevents Registration of the Draft Plan or delays any such settlement of any of the Lots, such breach entitles the vendor to recover from the purchaser any Loss.

16.2 The purchaser irrevocably appoints the vendor and any director of the vendor as its joint and several attorney to sign and lodge a withdrawal of any Caveat lodged by the purchaser.

17. Registration of Draft Plan

Acknowledgement

17.1 The purchaser admits that the Property is sold subject to the provisions of the Subdivision Act and purchases the Property 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 the purchaser must not make any requisition or objection, delay settlement, rescind or terminate this Contract or claim any compensation in relation to any such easements, covenants or Encumbrances.

Registration of Plan of Subdivision

17.2 The purchaser acknowledges that the Property is a Lot on the Draft Plan which has not been Certified or Registered and this Contract is conditional on the Draft Plan being Registered on or before the Sunset Date or such further period as may be agreed upon by the parties.

17.3 The vendor must use all reasonable endeavours to procure the Certification and Registration of the Draft Plan at its own cost.

17.4 The vendor will, as soon as practicable, advise the purchaser in writing of the Registration of the Final Plan.

Fill

17.5 The purchaser acknowledges and agrees that:

- (a) the Property may have been filled, raised, levelled, compacted or cut prior to or after the vendor became registered proprietor of that part of the Site;
- (b) the vendor makes no representation or warranty regarding the amount of any:
 - (i) topsoil that has been or may be removed from the Land; or
 - (ii) filling and regrading that may be required;

- (c) the purchaser has relied upon the purchaser's own searches and enquiries regarding what works to the Land (including the natural surface level of the Land) may be required to permit or allow any construction that the purchaser does, or proposes to, undertake on the Land; and
- (d) the purchaser may not object in respect of any Subdivisional Works that the vendor may be required to undertake to or on the Land.

17.6 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because of anything referred to in Special Condition 17.5.

Disclosure and Acknowledgement regarding Surface Level Works

17.7 If there is a plan attached to this Contract as Annexure D showing Subdivisional Works affecting the natural surface level of the Land, then the vendor discloses to the purchaser and the purchaser acknowledges that:

- (a) the Subdivisional Works affecting the natural surface level of the Land or any land abutting the Land are specified in the plan attached as being the only Subdivisional Works which, to the vendor's knowledge, have been carried out on the Land after the preparation of the Draft Plan and before the Day of Sale or are at the Day of Sale being carried out, or are proposed to be carried out, on the Land;
- (b) the location of service pits, man-holes, sub-stations, telephone or electricity poles within the Site will be affected by the requirements of an Authority; and
- (c) any plans attached disclosing the Subdivisional Works are design plans only and are not as built plans.

17.8 If there is no plan attached to this Contract as Annexure D, then the vendor discloses to the purchaser that:

- (a) the vendor is currently undertaking investigation as to whether (and if so, what) Subdivisional Works affecting the natural surface level of the Land or any land abutting the Land which is a Lot on the Draft Plan may be required prior to Registration of the Draft Plan; and
- (b) if the vendor becomes aware that any Subdivisional Works of the nature described in Special Condition 17.8(a) are required, the vendor will disclose details of those Subdivisional Works to the purchaser in accordance with Section 9AB(3) of the Sale of Land Act as soon as practicable after details of those Subdivisional Works come to the knowledge of the vendor.

17.9 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because of anything referred to in Special Condition 17.7 or Special Condition 17.8.

Vendor's right to amend Draft Plan

17.10 The vendor reserves the right to make amendments to the Draft Plan necessary to secure its Registration.

17.11 Subject to the provisions of Special Condition 18.3 and section 9AC and section 9AH of the Sale of Land Act, the purchaser must not exercise any Excluded Rights because any amendment is made to the Draft Plan after the Day of Sale and the Final Plan does not accord with the Draft Plan as attached to this Contract.

17.12 The restriction set out in Special Condition 17.11 applies, for example, to any minor variation or discrepancy between the number, size or location of any Lot as presently appearing on the Draft Plan and as appearing on the Final Plan.

Vendor's right to create additional licences and encumbrances

17.13 The purchaser acknowledges that to enable completion of the Subdivisional Works and Registration of the Draft Plan the vendor may be required by an Authority after the Day of Sale to:

- (a) enter into agreements (including agreements under section 173 of the PE Act, leases or licences); or
- (b) create easements, enter into covenants or grant or create other rights and restrictions, which may burden and be recorded against the certificate of title to the Land.

Section 173 Agreements

17.14 The purchaser:

- (a) acknowledges that the vendor has or will enter into Section 173 Agreements and the Section 173 Agreements are or may be registered and run with the title to the Land;
- (b) irrevocably authorises the vendor to negotiate the terms of any such Section 173 Agreements; and
- (c) the obligations under the Section 173 Agreements bind the vendor, its successors, assigns and transferees and the registered proprietor for the time being of the Land.

No requisitions

17.15 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because of the creation of anything referred to in Special Conditions 17.10, 17.13 or 17.14.

No Claims

17.16 Subject to the purchaser's rights under the Sale of Land Act, the purchaser must not exercise any of the Excluded Rights because either the Draft Plan is not Registered by the Sunset Date or the Draft Plan is not Registered and this Contract is terminated as a result.

18. Termination rights relating to Registration of Draft Plan

Rescission by either party

18.1 The vendor or the purchaser may rescind this Contract by written notice at any time after the expiry of the Sunset Date but before the Draft Plan is Registered, if the Draft Plan is not Registered by the Sunset Date.

Rescission by Vendor

18.2 The vendor may rescind this Contract by written notice:

- (a) if any requirement imposed in relation to Certification or Registration of the Draft Plan is or are, in the opinion of the vendor, too onerous for the vendor to perform; or
- (b) if Certification or Registration of the Draft Plan is refused other than as a result of the act or omission of the vendor.

Rescission by Purchaser

18.3 The purchaser may rescind this Contract by written notice at any time before the Final Plan is Registered, if any amendment is made to the Draft Plan after the Day of Sale which restricts or limits the use of the Land unless the amendment results from any recommendation of an Authority.

18.4 Special Condition 18.3 and section 10(1) of the Sale of Land Act do not apply in respect of the final location of any easement shown on the Final Plan.

No remedy

18.5 Upon rescission pursuant to Special Condition 18.1, 18.2 or 18.3:

- (a) the Deposit will be refunded together with any accrued interest earned on the investment of the Deposit (less costs, duties and expenses incurred in connection with the investment of the Deposit) but without any compensation whatsoever;
- (b) neither party will have any further liability to the other under this Contract: and
- (c) the rescission is without prejudice to any existing rights and liabilities of the parties under this Contract.

Section 10F of the Sale of Land Act

18.6 If the provisions of section 10F of the Sale of Land Act apply to this Contract:

- (a) the vendor is required to give notice of a proposed rescission under Special Condition 18.1;
- (b) the purchaser has the right to consent to the proposed rescission but is not obliged to consent;
- (c) the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind this Contract; and
- (d) the Supreme Court may make an order permitting the rescission of this Contract if satisfied that making the order is just and equitable in all the circumstances.

18.7 The purchaser must:

- (a) respond promptly to a notice issued by the vendor under Special Condition 18.6(a): and
- (b) act reasonably and in good faith in determining whether or not to consent to the proposed **rescission**.

19. Alterations to Draft Plan

19.1 Subject to section 9AC of the Sale of Land Act, the vendor may make such alterations to the Draft Plan as it requires including without limitation amendments that are:

- (a) required to accord with good surveying practice and all Laws;
- (b) required in order to provide and/or deliver services to each Lot;
- (c) required to meet any requirement, recommendation or requisition of the Responsible Authority, the Registrar or any Authority to enable the Final Plan to be Certified by the Responsible Authority and Registered by the Registrar; or
- (d) considered by the vendor to be necessary or desirable for the purposes of the Subdivision which may include:
 - (i) creating additional lots or reducing the number of Lots to create such additional Lots; or
 - (ii) any changes to the Planning Permit.

- 19.2 If the vendor makes any amendment contemplated by Special Condition 19.1 then (subject to section 9AC of the Sale of Land Act) the purchaser must not make any requisition or objection, rescind or terminate this Contract, delay settlement or claim any compensation on the grounds that the Final Plan as Registered by the Registrar does not accord with the Draft Plan.
- 19.3 In accordance with Section 9AC of the Sale of Land Act the vendor will within 14 days after the receipt of any requirement of the Council or the Registrar to amend the Draft Plan or any amendment made by the vendor, advise the purchaser in writing of the proposed amendment.
- 19.4 The purchaser agrees that it is not entitled to make any requisition, objection or claim for compensation or rescind or determine this Contract on the grounds that the Final Plan as Registered does not accord with the Draft Plan in a manner which materially affects the Lot if any variation or discrepancy between the Lot purchased under this Contract and the corresponding Lot as shown on the Final Plan when Registered, or any variation or discrepancy between the number, size or location of any Lot as presently appearing on the Draft Plan and as appears on the Final Plan when Registered is not greater than 5% variation or discrepancy, on the basis that the purchaser agrees that such variation or discrepancy does not constitute a material variation or discrepancy.
- 19.5 If the purchaser is entitled to make a Claim, objection, requisition or if the purchaser is entitled to rescind this Contract pursuant to Section 9AC of the Sale of Land Act, the purchaser must exercise any such right within 14 days of being advised of the variation or discrepancy after which the purchaser shall not be entitled to rescind or make any objection in respect of any variation or amendment to the Draft Plan.
- 19.6 The purchaser is not entitled to make any requisition objection or claim for compensation in respect of any of the following:
- (a) any alteration to Lots other than the Lot purchased under this Contract or any alteration to the number of Lots;
 - (b) any alteration that does not affect the Lot purchased under this Contract;
 - (c) any variation between the Lot purchased under this Contract as inspected by the purchaser and the corresponding Lot as shown on the Final Plan when Registered which is not material;
 - (d) any variation between the number, size or location of the Lots as presently appearing on the Draft Plan and the Lots as they appear on the Final Plan when Registered which is not material; and
 - (e) any alteration to Lots other than the Lot purchased under this Contract or any alteration to the number of Lots.

20. Environment

Acknowledgement

- 20.1 The purchaser acknowledges that:
- (a) the Land may be subject to Contamination; and
 - (b) Contaminants may have emanated from the Land in the past.

Release and Indemnity

- 20.2 From the Settlement Date, the purchaser:
- (a) will be responsible at its own expense for complying with all Environmental Laws including without limitation, all directions and orders made and policies declared under any Environmental Laws;

- (b) releases the vendor and the vendor's employees, agents and officers from all liability; and
- (c) indemnifies the vendor and the vendor's employees, agents and officers and will keep them indemnified, against all liability, Claims and proceedings in respect of any Loss, damage or expense arising from or in any way connected with,

any Contamination, on, under or emanating from, or which may have emanated from, the Land regardless of when the Contaminant may have come onto the Land or emanated from the Land.

20.3 The vendor need not incur any expense or make any payment to enforce the indemnity in Special Condition 20.2.

No objection

20.4 The purchaser may not object or require the vendor to take any action on account of any Contaminants in, on, under or emanating from the land in the Parent Title, any part of the Site or any adjoining land.

21. Corporate Purchaser

21.1 If the purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited, then:

- (a) each person who signs this Contract on behalf of that corporation:
 - (i) warrants that such person is duly authorised to sign this Contract and the vendor's Statement on behalf of the purchaser and is not prevented from doing so by any legal or other disability; and
 - (ii) will be personally liable for the due performance of the purchaser's obligations under this Contract to the same extent as if the signatory had signed as purchaser.

21.2 The purchaser represents and warrants to the vendor that:

- (a) if the purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the purchaser is a foreign corporation, that it is duly incorporated pursuant to the laws of its country of registration;
- (b) the consent or licence of any person or body is not required for the purchaser to enter into this Contract or to purchase the Property; and
- (c) the purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason including by reason of any trust, charge or undertaking.

22. Trustee Purchaser

22.1 A party which is a trustee is bound both personally and in its capacity as a trustee.

Personal and Trustee Capacity

22.2 If the purchaser acts as trustee of a trust, the purchaser enters into this Contract personally and in its capacity as trustee of that trust (**Relevant Trust**).

22.3 The purchaser must cause any successor of the purchaser and any person who becomes a trustee of the Relevant Trust jointly with the purchaser to execute all documents required by the vendor to ensure that this Contract is binding on such successor.

Trustee Covenants

22.4 The purchaser (in its own right and as a trustee of the Relevant Trust) represents and covenants with the vendor that:

- (a) **(status of the Relevant Trust)** the Relevant Trust is validly constituted and has not been terminated, nor has any action been taken to wind up, terminate or resettle it, nor has any *event* occurred for the vesting of its assets;
- (b) **(status as trustee)** it is a trustee of the Relevant Trust and it has not given any notice of resignation and no action has been taken to *remove* it;
- (c) **(trust power)** it has power under the constituent documents of the Relevant Trust to enter into, and perform its obligations under, this Contract;
- (d) **(trust authority)** all action has been taken that is necessary or desirable under the constituent documents of the Relevant Trust or at law to authorise its entry into this Contract and its performance of its obligations hereunder;
- (e) **(benefit of beneficiaries)** it is entering into this Contract as part of the proper administration of the Relevant Trust for the commercial benefit of the Relevant Trust and for the benefit of the beneficiaries of the Relevant Trust;
- (f) **(right of indemnity)** it has the right to be indemnified out of the assets of the Relevant Trust in relation to any liability arising under or in connection with the proper performance of its obligations under this Contract. The assets of the Relevant Trust are sufficient to satisfy that right in full and it has not released or disposed of its equitable lien over those assets;
- (g) **(compliance with obligations)** it has complied with all fiduciary obligations directly or indirectly imposed on the purchaser; and
- (h) **(no breach)** it is not in breach of any material obligations imposed on it in its capacity as trustee of the Relevant Trust, whether under the constituent documents of the Relevant Trust or otherwise; and
- (i) **(full force and effect)** each of the covenants contained in this Special Condition 22.4 will remain true and correct for as long as this Contract remains in force.

22.5 Except with the prior written consent of the vendor, the purchaser must:

- (a) ensure that the trust deed is not varied, terminated or revoked;
- (b) not retire as trustee of the Relevant Trust or appoint any new or additional trustee;
- (c) not default in its duties as trustee of the Relevant Trust;
- (d) not exercise any power to appoint new beneficiaries or class of beneficiaries;
- (e) not vest or distribute or advance any capital of the Relevant Trust to any beneficiary;
- (f) not sell any of the property of the Relevant Trust except in the ordinary course of the ordinary conduct of the business of the Relevant Trust; and
- (g) not do anything which effects or facilitates the resettlement of the Relevant Trust fund.

23. General Indemnity

23.1 The purchaser indemnifies the vendor against any Loss and all Claims which may be suffered by the vendor as a result of any breach by the purchaser of the terms of this Contract or as a result of any act, neglect or default of the purchaser arising during the performance (or failure to perform) by the purchaser of its duties under this Contract.

23.2 The indemnity in Special Condition 23.1 cannot be revoked.

23.3 The indemnity in Special Condition 23.1 is binding and enforceable against the purchaser notwithstanding any neglect, delay or forbearance on the part of the vendor to exercise its right of indemnity.

24. Default of obligations

24.1 The purchaser is responsible for any Loss incurred or suffered directly or indirectly by the vendor caused or contributed to by the purchaser due to an Event of Default.

24.2 The purchaser must pay to the vendor upon demand any Loss without the necessity for any notice and any default in respect of which the costs are incurred shall be deemed not to have been remedied unless and until such payment is made.

24.3 The vendor need not incur a Loss or make a payment before enforcing a right of indemnity conferred by this Contract and the purchaser must pay the amount owing under the indemnity on demand by the vendor.

24.4 Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the purchaser and survives rescission of this Contract.

24.5 Time shall remain the essence of this Contract notwithstanding any waiver given or indulgence granted by the vendor to the purchaser and the vendor shall be entitled to serve a notice in writing under this Contract at any time after the date of default in respect of which the notice in writing is given.

25. Foreign Investment Review Board Restrictions

Acknowledgment

25.1 The purchaser acknowledges that the vendor has not obtained a certificate under the FT Act to sell to foreign purchasers.

FIRB Declaration

25.2 The purchaser warrants that it will truthfully and accurately complete and execute the FIRB Declaration annexed to this Contract contemporaneously when signing this Contract.

25.3 The purchaser acknowledges that the vendor is relying on the purchaser's warranty in Special Condition 25.2 when entering into this Contract.

No FIRB Approval required

25.4 If the purchaser declares in the FIRB Declaration that the purchaser is not required to obtain FIRB Approval to enter into the Contract, the purchaser:

(a) warrants that FIRB Approval is not required for its purchase of the Property; and

(b) indemnifies the vendor against all Loss and Claims which the vendor may become liable for (including any consequential loss which the vendor may incur or may become liable for) as a consequence of the vendor having relied upon the purchaser's warranty in Special Condition 25.4(a) when entering into this Contract.

25.5 If this Contract does not proceed to Settlement as a consequence of the purchaser's breach of the warranty contained in Special Condition 25.4(a), the Deposit paid by the purchaser will be forfeited to the vendor as its absolute property.

FIRB Approval Obtained

25.6 If the purchaser declares in the FIRB Declaration that:

- (a) it is required to obtain FIRS Approval to enter into the Contract; and
- (b) it has obtained the relevant FIRS Approval,

then:

- (c) the purchaser warrants that FIRS Approval is required for the purchase of the Property and the purchaser has obtained the FIRS Approval; and
- (d) the purchaser must provide a copy of the FIRS Approval to the Vendor upon executing this Contract.

FIRB Approval Required

25.7 If the purchaser declares in the FIRS Declaration that:

- (a) it is required to obtain FIRS Approval to enter into the Contract; and
- (b) it has not yet obtained the relevant FIRS Approval,

then:

- (c) if, within 30 Business Days after the Day of Sale, the purchaser has not received advice in writing from the Treasurer that the Treasurer has no objection to the acquisition of the Property by the purchaser, the vendor may by notice to the purchaser terminate this Contract.

25.8 If the vendor terminates this Contract pursuant to Special Condition 25.7(c), all money paid by the purchaser to the vendor under this Contract will be refunded.

26. MSA Act

26.1 The purchaser acknowledges that the Land may be affected by a recording under the MSA Act.

26.2 If the Land is affected by a recording under the MSA Act, the vendor warrants that all levies required to be paid as a consequence of the Final Plan being Registered will be paid by the vendor, whether before or after Certification and/or Registration of the Final Plan.

26.3 The purchaser shall not be entitled to delay Settlement if the levy has not been paid by the Settlement Date.

26.4 The purchaser agrees that it shall not call upon the vendor to remove the recording as section 47(c) of the MSA Act applies.

27. Services

Purchaser responsible for payment

27.1 The purchaser agrees that it shall be responsible for payment of any statutory or utility fees, including any installation, infrastructure (including NBN infrastructure fees) and connection fees (**Fees**) due to the relevant supplier in connecting the Services or other installations, services and utilities to the Property.

27.2 If the Services referred to in Special Condition 27.1 are connected by the vendor on behalf of the purchaser, the Fees shall be paid in full by the purchaser to the vendor as adjustable items at Settlement.

27.3 The purchaser shall not exercise any Excluded Right as a result of any or all of the Services being available but not connected to the Property on the Settlement Date.

28. Building Works

Acknowledgements

- 28.1 The Building Works are being constructed or are to be constructed under the Building Contract which is a separate contract from this Contract and is a Major Domestic Building Contract.
- 28.2 The purchaser acknowledges that:
- (a) this Contract is not a Major Domestic Building Contract;
 - (b) the vendor is not and will not be carrying out any domestic building work as that term is defined in the *Domestic Building Contracts Act 1995* (Vic); and
 - (c) the obligation of the vendor is to deliver the Property 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.

Variations

- 28.3 The vendor may at any time and without reference to the purchaser vary the Plans or the Specifications prior to or during the course of construction of the Development to comply with any requirements of the Responsible Authority, the Registrar, any Authority or the Building Surveyor.
- 28.4 The vendor may at any time and without reference to the purchaser vary the Plans or the Specifications prior to or during the course of construction of the Development in any manner which in the absolute discretion of the vendor or the Vendor's Consultant consider necessary or desirable, provided that where work or materials or colour are substituted the replacement shall, as near as reasonably possible, be of similar quality or standard.
- 28.5 Variations under Special Condition(s) 28.3 and 28.4 include but are not limited to:
- (a) substitution of the fixtures, fittings, finishes and appliances specified in the Plans and Specifications or identified in any marketing materials;
 - (b) changes in the size or design of balconies or other similar structures;
 - (c) changes in the size, nature or location of the Common Property;
 - (d) any changes as a result of site conditions encountered in the execution of the work for the Development; and/or
 - (e) variations which in the absolute discretion of the Vendor's Consultant considers to be desirable or necessary to comply with the dictates of good building practice.
- 28.6 The purchaser must not make any requisition or objection, rescind or terminate this Contract, claim any compensation or delay settlement as a result of any variation, alteration or substitution to the Plans and Specifications made in accordance with Special Condition(s) 28.3 to 28.5 (inclusive).

Completion of Building Works

- 28.7 The Building Works will be deemed to be completed when the vendor obtains a Certificate of Completion.

Certification of Completion

- 28.8 When the vendor is of the opinion that the Building Works have been completed in accordance with this Contract, the vendor will request the Consultant to issue a Certificate of Completion.

- 28.9 The vendor must procure the Consultant to promptly either issue a Certificate of Completion or notice of grounds for its refusal to do so.
- 28.10 The Consultant may certify completion notwithstanding minor defects or omissions on the basis that such defects or omissions must be rectified within the Defects Period.
- 28.11 The determination of the Consultant to issue a Certificate of Completion will be final and binding on the parties and will constitute conclusive evidence that the Building Works are complete.

Purchaser obliged to settle

- 28.12 The purchaser acknowledges that the purchaser must not make any objection or requisition and is not entitled to delay or postpone settlement where an Occupancy Permit has been issued, if any dispute arises or has arisen in relation to:
- (a) the Building Works;
 - (b) the quality or standard of the Goods; or
 - (c) the quality or standard of the fittings and finish of the Property.
- 28.13 The purchaser must proceed with settlement as required by this Contract notwithstanding any dispute of the general nature contemplated by Special Condition 28.12. The purchaser shall not be entitled to delay or postpone settlement on the basis that there remain parts of the Development which are incomplete or that the Works on the Common Property have not been completed.

Vendor's Rescission

- 28.14 The vendor may at any time give written notice to the purchaser that the vendor cannot or will not proceed with the Building Works (by reason of the inability to engage the Builder, inability to enter into contracts to sell Lots, inability to obtain finance or for any other reason whatsoever) and may by that written notice rescind this Contract with immediate effect.
- 28.15 The purchaser must not claim any compensation if this Contract is rescinded pursuant to Special Condition 28.14 and the right to a refund of the Deposit (and any accrued interest) shall be the sole right of the purchaser in connection with such rescission.

Access rights after settlement

- 28.16 The purchaser acknowledges:
- (a) that the Property is part of the Development on which surveying, engineering, construction and other Works contemplated by this Contract are being, or may, after the Settlement Date, be carried out; and
 - (b) that the Builder or others authorised by the vendor may need access to the Property for the purpose of carrying out Works to the Property or Lots adjoining the Property or undertaking Works, tests or inspection of the Common Property.
- 28.17 The purchaser will allow the Builder, its employees and contractors access to the Property (including the Common Property) after the Settlement Date for the purpose of carrying out construction works and rectification works on the Property and adjoining the Lots and the Common Property subject to:
- (a) the access rights only being exercised where it is impracticable, in the reasonable opinion of the Builder, for the construction work to be carried out without obtaining such access and then only to the extent necessary;
 - (b) the vendor endeavouring to ensure:

- (i) except in unforeseen circumstances, that before the access rights are exercised the Builder or the vendor gives the purchaser at least 24 hours' notice; and
- (ii) that the Builder ensures that as little damage is done to the Property and disturbance to its occupants as is practicable having regard to the nature of the work to be carried out and, where there is damage to the Property, it be made good as soon as practicable at the vendor's reasonable expense.

28.18 The vendor and purchaser must use reasonable endeavours to accommodate the need for access to the Property and Building which comprise the Development by the Builder its contractors and employees and the purchaser after the Settlement Date.

Rectification of Defects

28.19 The vendor must use its reasonable endeavours to ensure that the Builder rectifies any omission or defect in the Building Works (excluding minor shrinkage and cracks) due to defects in materials and/or workmanship notified in the Defects List during the Defects Period.

28.20 The vendor will within 7 days prior to the Settlement Date procure the Vendor's Consultant or other representative to attend at the Property with the purchaser at a time notified to the purchaser for the purposes of preparing the Defects List. The vendor will take reasonable steps to procure the Builder to attend to rectification of items on the Defects List as soon as practicable provided however the purchaser acknowledges that:

- (a) despite the existence of a Defects List the purchaser must pay the balance of the Price on the Settlement Date;
- (b) the vendor is not obliged to procure rectification of the items on the Defects List prior to Settlement; and
- (c) the purchaser is not entitled to make a claim against the vendor in respect of defects which are not noted on the Defects List.

28.21 The purchaser acknowledges that possession of the Land will be granted to the Builder under the Major Domestic Building Contract and, subject to general condition 29, the purchaser will not be entitled to access the Property prior to the Settlement Date other than with the written consent of the vendor and the Builder.

28.22 The purchaser must not make any requisition or objection or claim any compensation or rescind or delay completion of this Contract or bring any injunctive proceedings against the vendor or the Builder or any other person as a consequence of any nuisance, noise, dust and other discomfort that may result from:

- (a) any construction work or repair and rectification works being carried out from time to time in or about the Development or the Property after the Settlement Date; or
- (b) marketing of unsold lots in the Development after the Settlement Date including the presence on Common Property or other parts of the Development (but excluding the Property) of any sale signs, insignia and other fixtures and fittings.

29. Owners Corporation

Appointment of Manager

29.1 On Registration of the Draft Plan the vendor is entitled to appoint in its absolute discretion a manager for the Owners Corporation. If the Plan of Subdivision is subject to an Owners Corporation.

Rules

29.2 As from the Settlement Date, the purchaser will be bound by all Rules and any variation or amendment as if the purchaser was a member of the Owners Corporation.

Vendor Owner of Lot(s)

29.3 So long as the vendor is registered or entitled to be registered as the proprietor of one or more Lots on the Final Plan, the purchaser will not without the vendor's prior written consent:

- (a) amend or cast any vote in favour of amending the Rules; and/or
- (b) lease or otherwise dispose of or grant any right over the Common Property or concur in any such lease or disposition or grant; and/or
- (c) vote in respect of any resolution brought at any meeting of any Owners Corporation in any way prejudicial to the interests or requirements of the vendor.

29.4 The purchaser requests and authorises the vendor to cause the first meeting of the Owners Corporation to be held after registration of the Draft Plan and before settlement and to vote in favour of the Owners Corporation:

- (a) passing the resolutions contemplated by this Special Condition 29.4;
- (b) passing all resolutions necessary or desirable to enable the Owners Corporation to grant the rights over the Common Property contemplated by this Contract;
- (c) electing a committee, if the Owners Corporation is to have a committee;
- (d) making rules in the form of the Rules (amended in accordance with this Special Condition for each Owners Corporation);
- (e) passing any resolutions required in order to perfect the staging of the Development or the Draft Plan (if applicable);
- (f) passing any resolutions required in order for the general proper functioning of the building on the Development, including the placing of any signs, boards, antennas or similar objects on the Common Property;
- (g) considering the proposed annual budget of the Owners Corporation and determining the fees and levies payable by members of the Owners Corporation for the following 12 month period;
- (h) if the Owners Corporation is a prescribed owners corporation, considering and approving a maintenance plan, establishing a maintenance fund, setting the amount of any annual fees designated as being for the purposes of the maintenance fund and the conditions for the payment of money out of the maintenance fund;
- (i) providing details of insurance for the Development in accordance with the Owners Corporation Regulations; and
- j) such other resolutions that the vendor considers necessary or appropriate.

29.5 The purchaser acquires its interest in the Common Property subject to all rights over the Common Property:

- (a) contemplated, granted or to be granted under this Contract;
- (b) disclosed in the Draft Plan or the Final Plan;
- (c) disclosed in the Vendor's Statement;
- (d) of the vendor to conduct Works after settlement; and

- (e) of the vendor for signage and naming.

Rules

- 29.6 The purchaser authorises the vendor to modify the Rules (in the absolute discretion of the vendor), including any modifications necessary to adapt the Rules for any limited Owners Corporation.
- 29.7 The purchaser must not make any requisition or objection, delay settlement or claim any compensation because of:
- (a) anything express or implied in the Rules; or
 - (b) any additions to, variations of or deletions from the Rules notified to the purchaser at any time prior to the Settlement Date.
- 29.8 The purchaser authorises (which authorisation continues with full force and effect after settlement until the vendor is no longer the owner of a Lot) the vendor and must cause the Owners Corporation to authorise the vendor and all persons authorised by the vendor to:
- (a) conduct any marketing activities whatsoever in the Development;
 - (b) place and maintain in, on and about the Development (excluding the Property) signs in connection with those marketing activities; and
 - (c) place and maintain in, on and about the Development an office or facility from which marketing activities can be conducted.
- 29.9 The purchaser acknowledges that the Rules may be subject to changes and consents and agrees to the Rules being amended and authorises the vendor and/or the relevant Owners Corporation to do all that is necessary to pass the Rules and to have them registered with the Registrar as provided by the Subdivision Act 1988 and further authorises and consents to the vendor or the Owners Corporation making any amendments to the Rules that the vendor believes necessary or desirable to facilitate the Development or for the better management of the Owners Corporation or the Development.
- 29.10 The purchaser agrees that so long as the vendor shall be registered as the proprietor of one or more Lots on the Final Plan the purchaser will not without the prior written consent of the vendor amend or permit the Owners Corporation to amend add to or repeal any Schedule to the Final Plan or the rules of the Owners Corporation or lease or permit the Owners Corporation to lease dispose of or grant any right over the common property or cast any vote in favour of the same or exercise any of the rights powers and privileges granted or accruing to the members of the Owners Corporation in any way prejudicial (as determined by the vendor) to the interests of the vendor.

Owner's Corporation authorisations

- 29.11 The purchaser acknowledges that after registration of the Draft Plan and before the Settlement Date, the vendor may vote in favour of resolutions of the Owners Corporation to:
- (a) grant rights and give and make all consents, authorisations, directions and permissions for the management and administration of the Owners Corporation and the Common Property;
 - (b) grant rights, including by way of lease, licence or easement over the Common Property to purchasers or occupiers of a Lot or in connection with the vendor, the Builder or others undertaking work on the Common Property or the Development;
 - (c) further subdivide or dispose of the Common Property or any Lots (apart from the Lot hereby sold); and
 - (d) grant and give effect to the rights of the vendor and others contemplated or intended by this Contract.

- 29.12 The purchaser consents to the vendor voting on resolutions contemplated by Special Condition 29.11 and causing the Owners Corporation to grant such rights.
- 29.13 The purchaser confirms the appointment of either the vendor or a nominee of the vendor as proxy for the purchaser for the purposes of this Special Condition 29.
- 29.14 While the vendor is registered or entitled to be registered as proprietor of any Lot, the purchaser must not without first obtaining the written consent of the vendor cast any vote in exercise of any of the rights, powers or privileges that the purchaser is entitled to as a member of the Owners Corporation which would interfere with the rights of the vendor in this Contract.
- 29.15 The purchaser admits that the Land is sold subject to the provisions of the Subdivision Act and in particular subject to:
- (a) the lot entitlement and lot liability and all other information set out in the Final Plan; and
 - (b) the provisions of the Owners Corporation Regulations.

30. Goods and Settlement

Title

- 30.1 Property in the Goods passes to the purchaser upon payment of the Price.

No warranty

- 30.2 The purchaser agrees that neither the vendor nor anyone on behalf of the vendor makes or has made any representation or warranty upon which the purchaser may rely as to the fitness or suitability of the Goods for any particular purpose.

Charge

- 30.3 Where any charge is registered over the vendor under the Corporations Act, the purchaser will not be entitled to call for or to receive a registrable form of release of that charge but must instead accept a letter of comfort from the holder of the charge confirming the release of the Property from that charge;
- 30.4 This Special Condition 30 does not limit the liability of the vendor to provide a discharge or withdrawal of any registered mortgage or Caveat recorded on the Title.

31. Information and ancillary negotiations

- 31.1 The purchaser acknowledges:

- (a) no information, representation or warranty provided or made by the vendor, the vendor's Agent or the vendor's legal practitioner was provided or made with the intention or knowledge that it would be relied upon by the purchaser;
- (b) no information, representation or warranty has been relied upon;
- (c) the purchaser relies only on the purchaser's inspection of, and searches and enquiries in connection with, the Property; and
- (d) to the extent permissible by law, the vendor is not liable to the purchaser in connection with any information, representation or warranty provided or made by or on behalf of the vendor.

- 31.2 Nothing in Special Condition 31.1 affects any warranty in this Contract.

32. Duty

Notwithstanding anything contained in this Contract, the vendor does not make any warranty or representation as to the amount of Duty which shall be payable on the transfer of the Land and the purchaser acknowledges that the purchaser releases the vendor from any Claim in that respect and the purchaser shall be liable for all Duty assessed in relation to that transfer and shall keep the vendor indemnified at all times against all liabilities, Claims, proceedings and penalties whatsoever under the Duties Act relating to this Contract.

33. Australian Consumer Law

33.1 The vendor and purchaser agree that this Contract is not a standard form contract within the meaning of the Australian Consumer Law.

33.2 The purchaser acknowledges and agrees that:

- (a) before signing this Contract the purchaser has:
 - (i) obtained or has been given the opportunity to obtain independent advice considered relevant to the purchaser; and
 - (ii) negotiated, or has had the opportunity to negotiate, the terms of the Contract; and
- (b) the rights given to the vendor under this Contract are reasonably necessary to protect the legitimate interests of the vendor.

34. General

Joint Parties

34.1 An undertaking, warranty, agreement, representation, provision or obligation in this Contract that is made or given by, or which applies to, more than one person, or which extends to, or is for the benefit of, more than one person, binds and extends to, or is for the benefit of, as the case may be, all of them jointly and each of them severally.

34.2 For the purposes of Special Condition 34.1, an undertaking, warranty, agreement, representation, provision or obligation in this Contract that:

- (a) is made or given by, or which applies to, a purchaser, is deemed to be made or given by, or apply to, as the case may be, all of the purchasers;
- (b) extends to, or is for the benefit of, a purchaser, is deemed to extend to, or be for the benefit of, as the case may be, all of the purchasers;
- (c) is made or given by, or which applies to, a vendor, is deemed to be made or given by, or apply to, as the case may be, all of the vendors; and/or
- (d) extends to, or is for the benefit of, a vendor, is deemed to extend to, or be for the benefit of, as the case may be, all of the vendors.

Costs and Stamp Duty

34.3 Unless stated otherwise in this Contract, the vendors and the purchaser will pay their own legal costs, charges and expenses of and incidental to the negotiation, preparation, execution and completion of this Contract.

34.4 The purchaser must pay all Duty (including stamp duty) and charges which are payable under this Contract or any payment, receipt or other transaction contemplated by it or by this Contract.

Entire agreement

- 34.5 This Contract contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations or obligations, written or oral, in relation to this Contract other than those expressly stated in ii or necessarily implied by statute. This Special Condition is for the benefit of the vendor, the vendor's estate agent and their respective servants, agents and employees.
- 34.6 The purchaser acknowledges that there is no other agreement or collateral warranty subsisting at the time of signing this Contract which relates to the Property sold.

Further assurances

- 34.7 Each party must (at its own expense) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this Contract.

Severability

- 34.8 If a provision of this Contract is invalid or unenforceable in a jurisdiction:
- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
 - (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.
- 34.9 A party may conditionally or unconditionally give or withhold its approval or consent in its absolute discretion unless this Contract expressly provides otherwise.

Time is of the essence

- 34.10 Time is of the essence for the purposes of any time limit stated in this Contract.

Variation

- 34.11 A variation of any term of this Contract must be in writing and signed by the parties.

Waiver

- 34.12 A provision of a right created by this Contract cannot be waived except by a waiver in writing signed by the party granting the waiver and will be effective only to the extent specifically set out in that waiver.
- 34.13 No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under this Contract will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this Contract.

No Merger

- 34.14 The provisions of this Contract capable of having effect after the Settlement Date do not merge on Settlement or the transfer of the Land and continue to have full force and effect after Settlement.

Governing law and jurisdiction

- 34.15 This Contract and any disputes or Claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or Claims) are governed by, and shall be construed in accordance with, the laws of Victoria, Australia.
- 34.16 The parties irrevocably agree that the courts of Victoria, Australia have exclusive jurisdiction to settle any dispute or Claim that arises out of, or in connection with, this Contract or its subject matter or formation (including non-contractual disputes or Claims).

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 at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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



**LAW
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VICTORIA**

Sale of Property Off the Plan – Additional Contract Provisions

Property: 1A SUNSET COURT, EPPING VIC 3076

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Sale of Property Off the Plan – Additional Contract Provisions

WARNING TO ESTATE AGENTS

THIS CONTRACT IS ONLY FOR USE BY LEGAL PRACTITIONERS
ADVISING ON SALES OF 'OFF THE PLAN' PROPERTIES

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USE OF THIS DOCUMENT

This document contains

- additional particulars of sale;
- definitions; and
- additional general conditions

suitable for sales of properties off the plan.

The additional general conditions are divided into three (3) parts:

PART A applies if, on the Day of Sale, the Property being sold comprises one or more lots on an unregistered plan of subdivision;

PART B only applies if PART A applies and, when the plan of subdivision is registered, one or more owners corporations will come into or be in existence;

PART C only applies if PART A applies and the vendor is required to cause building works to be carried out before settlement.

Those parts which are not required may be deleted or struck out. PART B and PART C are not mutually exclusive, and both may apply in any given case.

IMPORTANT NOTICE TO PURCHASERS BY VENDOR

The vendor warrants that the definitions and the additional general conditions in **PART A** and in **PART B** and **PART C** (where those parts apply) are identical to the definitions and additional general conditions in the form of the LIV Sale of Property Off the Plan – Additional Provisions document published in the month and year set out at the foot of this page.

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INFORMATION ONLY

Additional Particulars of Sale

The following additional Particulars of Sale apply to this contract. To the extent of any inconsistency, they prevail over the Particulars of Sale in the main body of this contract.

Settlement (general condition 10)

is due on the later of:

...../...../20.....; and

the 21st day after the vendor gives notice in writing to the purchaser of:

(a) registration of the Plan of Subdivision; and

(b) if the contract provides for the vendor to cause building works to be carried out which require the issue of an occupancy permit or a certificate of final inspection, the issue of such a permit or certificate.

Subdivision Permit Deadline (additional general condition A1)

is the later of:

...../...../20.....; and

.....months after the Day of Sale.

Development Permit Deadline (additional general condition C1)

is the later of:

...../...../20.....; and

.....months after the Day of Sale.

Sunset Date for Plan of Subdivision registration (additional general condition A3)

and for the issue of an occupancy permit or certificate of final inspection if required (additional general condition C3)

is the later of:

...../...../20.....; and

.....months after the Day of Sale.

Natural Surface Level (additional general condition A2)

Details of any works affecting the natural surface level of the land or abutting land in the Plan of Subdivision which to the vendor's knowledge were carried out after certification of that plan or which are being or are proposed to be carried out:

are attached;

or there are none.

Fixtures, fittings and finishes options (additional general condition C6)

There are options available only if this box is checked.

The options are set out below or in the options schedule forming part of this contract.

Definitions

In this contract, the following capitalised terms have the meanings defined in the table below.

Term	Meaning
Building Variations	means any alterations, deletions or additions to the Improvements.
Building Works	means the work necessary to complete the Improvements.
Claim	includes any claim, objection, requisition, notice, delay in settlement, rescission or purported rescission, withholding of any part of the price, demand, action, proceeding or legal process (including by way of set off, cross-claim or counterclaim), litigation, investigation or judgement.
Development Permit	means any planning permit, building permit and all other consents and approvals necessary for the Improvements, except the Subdivision Permit.
Improvements	means the development of the Land and any relevant nearby land or building by the construction, renovation, restoration, refurbishment or replacement of a building in accordance with the plans and specifications or the schedule of works annexed or previously provided by the vendor or the working drawings derived from them and any Building Variations.
Owners Corporation	means any owners corporation affecting the Land existing on the Day of Sale or established and created under section 28 of the <i>Subdivision Act 1988</i> on registration of the Plan of Subdivision.
Plan of Subdivision	means a plan generally in accordance with the proposed plan attached or included in the vendor's section 32 statement.
Subdivision	means enabling the Land to be dealt with as a separate parcel without being further subdivided.
Subdivision Permit	means a planning permit for the Subdivision.
Termination Rights	means that all monies paid under this contract will be refunded to the purchaser and neither party will be entitled to exercise any other rights under this contract or otherwise at law or in equity.

Additional general conditions

Part A – Subdivision

A1. SUBJECT TO SUBDIVISION PERMIT

- A1.1 This additional general condition applies only if a Subdivision Permit has not issued before the Day of Sale.
- A1.2 The vendor will promptly make application for the Subdivision Permit and do all things reasonably required to obtain the Subdivision Permit.
- A1.3 If the vendor has not obtained a Subdivision Permit by the Subdivision Permit Deadline, then either party may, by written notice at any time after the Subdivision Permit Deadline, but before the Subdivision Permit is issued, end this contract.
- A1.4 Unless the vendor is in breach of this additional general condition, the vendor may end this contract by notice in writing to the purchaser, even if the vendor has a right of appeal, if:
 - (a) any condition imposed on a Subdivision Permit is not acceptable to the vendor, acting reasonably; or
 - (b) the responsible authority refuses a Subdivision Permit.
- A1.5 If this contract is ended pursuant to this additional general condition, Termination Rights apply.

A2. NATURAL SURFACE LEVEL AND FILLED LAND

- A2.1 The purchaser acknowledges it has satisfied itself, by reviewing any plans and specifications attached to this contract, as to works affecting the natural surface levels of the Land, any abutting land and any contemplated changes.
- A2.2 The vendor may carry out works which affect the natural surface level of the Land which are required by an authority or necessary to complete any Building Works.
- A2.3 The purchaser must not make any Claim in respect of any of the matters or works referred to in this additional general condition.

A3. SUBJECT TO PLAN OF SUBDIVISION REGISTRATION – SUNSET DATE

- A3.1 The vendor will do all things reasonably required to obtain certification and registration of the Plan of Subdivision.
- A3.2 If the Plan of Subdivision is not registered by the Sunset Date then, subject to the restrictions in section 10B of the *Sale of Land Act 1962*, either party may rescind this contract by written notice to the other prior to the Plan of Subdivision being registered.
- A3.3 If section 10F of the *Sale of Land Act 1962* applies:
 - (a) the vendor is required to give notice of a proposed rescission of the contract under this sunset clause;
 - (b) the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent;
 - (c) if the purchaser does not consent, the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - (d) 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.
- A3.4 Before rescinding a residential off the plan contract under this sunset clause, the vendor must obtain the written consent of each purchaser to the rescission after giving each purchaser, at least 28 days before the proposed rescission, written notice setting out:
 - (a) the reason why the vendor is proposing to rescind the contract; and
 - (b) the reason for the delay in the registration of the Plan of Subdivision; and
 - (c) that the purchaser is not obliged to consent to the proposed rescission.
- A3.5 If the purchaser consents in writing to such proposed rescission, the contract is rescinded on the rescission date proposed in the vendor's notice.
- A3.6 If this contract is rescinded pursuant to this additional general condition, Termination Rights apply.

A4. AMENDMENTS TO PLAN OF SUBDIVISION

- A4.1 The purchaser buys the Property subject to any legislation or subordinate legislation, order, regulation, local law, planning scheme, permit, approval, restriction, condition or consent required by this contract or imposed on the Land:
 - (a) prior to entering into this contract, whether noted on title or not;
 - (b) by any authority; or
 - (c) under any agreement under Section 173 of the *Planning and Environment Act 1987*.
- A4.2 Subject to section 9AC of the *Sale of Land Act 1962* and the common law, the vendor may make any amendment or variation to the Plan of Subdivision which is necessary or required by the vendor in its absolute discretion.
- A4.3 The vendor may amend the street address.
- A4.4 For the purposes of section 9AC of the *Sale of Land Act 1962*, the purchaser agrees that any change in the area of the Land that does not exceed 5% of the area of the Land set out in the proposed Plan of Subdivision is a minor variation and does not materially affect the Land.

- A4.5 Section 10(1) of the *Sale of Land Act 1962* does not apply in respect of the final location of any easement shown on the Plan of Subdivision.
- A4.6 The purchaser will not make any Claim in respect of the matters referred to in this additional general condition.

A5. CAVEAT AND PRIORITY NOTICE

- A5.1 Until the Plan of Subdivision is registered, the purchaser must not lodge a caveat or priority notice, or allow a caveat or priority notice to be lodged, in respect of the purchaser's interest in the Land.
- A5.2 The purchaser agrees that the lodging of a caveat or priority notice in breach of this additional general condition might prevent timely registration of the Plan of Subdivision, resulting in loss to the vendor.
- A5.3 The purchaser indemnifies the vendor against any loss arising from its breach of this additional general condition.

A6. ADJUSTMENTS

- A6.1 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 four (4) business days before the due date for settlement.
- A6.2 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.
- A6.3 If, on the settlement date, the Land is not rated or assessed separately from the other lots on the Plan of Subdivision, the purchaser will be liable for the periodic outgoings calculated pro-rata as follows:
- (a) if there is an Owners Corporation, on a lot entitlement basis where the land referred to in the relevant rates notice or certificate is the same as the land contained in the Plan of Subdivision; or
 - (b) otherwise, on the proportion the area of the Land bears to that of the whole of the land referred to in the relevant rates notice or certificate, or such other basis as determined by the vendor acting reasonably.
- A6.4 The amount of land tax to be apportioned between the parties will be calculated on the basis that:
- (a) the land referred to in the relevant land tax assessment notice which is in the same Plan of Subdivision as the Land is the only land owned by the vendor; and
 - (b) the purchaser pays land tax at the same rate as the vendor pays it.
- A6.5 If, on the settlement date, the Land 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.
- A6.6 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.
- A6.7 The purchaser will be solely responsible for:
- (a) the payment of any supplementary rates notice issued in respect of the Land; and
 - (b) the payment of connection fees for water, electricity, gas, telephone or data services to the Land,
- 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.
- A6.8 If, in breach of this contract, the purchaser does not settle before 31 December of the year in which settlement is due, the purchaser will pay (and indemnifies the vendor against) the extra land tax payable by the vendor as a result of the purchaser's breach.

Part B – Owners Corporation

This part of the additional general conditions only applies if Part A applies **and**, when the Plan of Subdivision is registered, one or more Owners Corporations will come into or be in existence.

B1. OWNERS CORPORATION

- B1.1 Prior to registration of the Plan of Subdivision, the vendor may:
- (a) amend any draft rules for the Owners Corporation set out in this contract or the vendor's section 32 statement;
 - (b) cause any proposed lot liabilities and entitlements to be determined or varied; and
 - (c) if an Owners Corporation budget has been included in the vendor's section 32 statement, make such amendments to it as may be required when new information becomes available.
- B1.2 The purchaser authorises the vendor, as initial owner of all lots on the Plan of Subdivision, to cause the Owners Corporation to:
- (a) determine what Owners Corporation fees or levies will be payable by the owners of all lots;
 - (b) take out Owners Corporation insurance for an adequate and proper amount with a reputable insurer;
 - (c) adopt rules for the Owners Corporation or amend any draft rules;

- (d) appoint an Owners Corporation manager and delegate any or all of the Owners Corporation's functions to that manager; and
 - (e) enter into any agreement, or grant any lease or licence, in respect of any part of the common property or any part of the land in the Plan of Subdivision other than the Property.
- B1.3 The vendor will do all things reasonably required to assist the Owners Corporation to provide an Owners Corporation certificate to the purchaser prior to settlement.

Part C – Building

This part of the additional general conditions only applies if PART A applies **and** the vendor is required to cause building works to be carried out before settlement.

C1. SUBJECT TO DEVELOPMENT PERMIT

- C1.1 This additional general condition applies only if the Development Permit has not issued before the Day of Sale.
- C1.2 The vendor will promptly make application for and do all things reasonably required to obtain the Development Permit.
- C1.3 If the vendor has not obtained the Development Permit by the Development Permit Deadline, then either party may end this contract by written notice to the other given before the Development Permit is obtained.
- C1.4 Unless the vendor is in breach of this additional general condition, the vendor may end this contract by notice in writing to the purchaser, even if the vendor has a right of appeal, if:
 - (a) any condition imposed on a Development Permit is not acceptable to the vendor, acting reasonably; or
 - (b) the responsible authority refuses a Development Permit.
- C1.5 If this contract is ended pursuant to this additional general condition, Termination Rights apply.

C2. SUBJECT TO COMMENCEMENT OF BUILDING WORKS

- C2.1 The vendor may, at any time prior to commencement of the Building Works, give notice in writing to the purchaser that the Building Works cannot or will not proceed and end this contract if the vendor:
 - (a) is unable to engage a builder on reasonable commercial terms;
 - (b) has not secured sufficient pre-sales of other properties in the same development as the Property; or
 - (c) has not been able to obtain construction finance on reasonable commercial terms.
- C2.2 If this contract is ended pursuant to this additional general condition, Termination Rights apply.

C3. SUBJECT TO OCCUPANCY PERMIT – SUNSET DATE

- C3.1 The vendor will do all things reasonably required to obtain the issue of an occupancy permit (if required by law) or a certificate of final inspection in respect of the Improvements.
- C3.2 If that permit or certificate has not issued by the Sunset Date then, subject to the restrictions in section 10B of the *Sale of Land Act 1962*, either party may rescind this contract by written notice to the other prior to the issue of that permit or certificate.
- C3.3 If section 10F of the *Sale of Land Act 1962* applies:
 - (a) the vendor is required to give notice of a proposed rescission of this contract under this sunset clause;
 - (b) the purchaser has the right to consent to the proposed rescission of this contract but is not obliged to consent;
 - (c) the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind this contract; and
 - (d) the Supreme Court may make an order permitting the rescission of this contract if satisfied that making the order is just and equitable in all the circumstances.
- C3.4 Before rescinding a residential off the plan contract under this sunset clause, the vendor must obtain the written consent of each purchaser to the rescission after giving each purchaser, at least 28 days before the proposed rescission, written notice setting out:
 - (a) the reason why the vendor is proposing to rescind the contract; and
 - (b) the reason for the delay in the issuing of the occupancy permit; and
 - (c) that the purchaser is not obliged to consent to the proposed rescission.
- C3.5 If the purchaser consents in writing to such proposed rescission, then the contract is rescinded on the rescission date proposed in the vendor's notice.
- C3.6 If this contract is rescinded pursuant to this additional general condition, Termination Rights apply.

C4. NOT A DOMESTIC BUILDING CONTRACT

- C4.1 If the Improvements comprise or include a domestic building, they will be, or are being, constructed under a separate contract made between the vendor and a builder that is a major domestic building contract. The provisions of the *Domestic Building Contracts Act 1995* might apply to that separate contract.
- C4.2 The purchaser acknowledges that:
- (a) the vendor is not a builder as defined by the *Domestic Building Contracts Act 1995*; and
 - (b) this contract is not a building contract to which the *Domestic Building Contracts Act 1995* applies.

C5. BUILDING AND BUILDING VARIATIONS

- C5.1 The vendor will at its own cost do all things reasonably required to ensure the timely completion of the Improvements in a proper and workmanlike manner.
- C5.2 Building Variations may be made to the Improvements.
- C5.3 The purchaser acknowledges that the following Building Variations do not materially and adversely affect, or restrict or limit the use of, the Property:
- (a) substitution of any of the specified fixtures, fittings, finishes, appliances and other chattels with items of similar or better quality;
 - (b) changes in the size or design of architectural features;
 - (c) changes to the size, nature or location of any part of any relevant building (including shared use areas and common property) except the Property;
 - (d) changes to the floor area of the Property of less than 5%;
 - (e) any changes as a result of the site conditions or to ensure compliance with any requirements of any authorities; or
 - (f) changes resulting from the availability of materials.
- C5.4 If the vendor gives notice of any Building Variation which, in the vendor's opinion (acting reasonably), materially and adversely:
- (a) affects; or
 - (b) restricts or limits the use of;
- the Property, the purchaser may, by notice in writing given within 14 days of the date on which the purchaser receives notice of the Building Variation, end this contract.
- C5.5 If this contract is ended pursuant to this additional general condition, Termination Rights apply.
- C5.6 The Improvements will be deemed to have been completed upon production to the purchaser of an occupancy permit or a certificate of final inspection, issued by the vendor's building surveyor or architect, in respect of the Property.
- C5.7 The purchaser will accept the Property at settlement as is despite any differences between the completed Improvements and any display suite, model, artistic work, brochures or other promotional material.

C6. FITTINGS, FIXTURES AND FINISHES OPTIONS

- C6.1 This additional general condition only applies if the options schedule box in the Additional Particulars of Sale is checked.
- C6.2 On the Day of Sale the purchaser must complete the options in the additional Particulars of Sale or options schedule (if attached as an Annexure) to indicate the purchaser's preference in relation to the supply of any of those items or options.
- C6.3 If, on the Day of Sale, the purchaser fails to select which option is to apply, then the vendor will select such option in its absolute discretion.
- C6.4 The vendor may, if it encounters any ordering, supply or quality control issues with the items nominated, without reference to the purchaser, select alternative fixtures, fittings and finishes of the same or better quality than those nominated.
- C6.5 If any upgrade option is selected by the purchaser, on the settlement date the purchaser must pay, in addition to the Price, the cost of the upgrade option as set out in the additional Particulars of Sale or options schedule.

C7. DEFECT RECTIFICATION

- C7.1 If, on the settlement date, any dispute exists:
- (a) as to any defect or quality in, or standard of, the Building Works; or
 - (b) any works outstanding which are required by the relevant plans and specifications or schedule of works,
- the purchaser will not be entitled to delay settlement or withhold any money.
- C7.2 If any defect or want of quality or standard is notified by the purchaser to the vendor in writing before the date which is three (3) months after the due date for settlement ("**building contract warranty deadline**"), the vendor will at its own cost use all reasonable endeavours to cause its builder to rectify the issue as soon as practicable.

- C7.3 The vendor will not be under any obligation with respect to any defect in, or want of quality or standard of, the Improvements, except those that are the responsibility of its builder under the building contract and which are notified to the vendor before the building contract warranty deadline.

C8. PRE-SETTLEMENT INSPECTION

- C8.1 The purchaser may inspect the condition of the Property on one (1) occasion before the settlement date by making an appointment with the vendor or the vendor's agent.
- C8.2 As settlement of the sale of other lots may be due to take place at about the same time as settlement of this contract, the vendor retains the right:
- (a) to set the time and date of the purchaser's inspection appointment;
 - (b) to limit the time spent during an inspection appointment provided that this is no less than three (3) hours; and
 - (c) to limit the number of persons attending an inspection appointment provided that they are no fewer than the purchaser and two (2) other parties.
- C8.3 If the purchaser notifies the vendor of material defects in the Building Works following inspection and the vendor makes changes to the Property prior to the settlement date, the purchaser may reinspect the changes upon the same terms as in additional general conditions C8.1 and C8.2.

C9. ASSIGNMENT OF WARRANTIES

At settlement the vendor will be deemed to have assigned to the relevant Owners Corporation or to the purchaser (to the extent that it is legally able to do so), the benefit of any maintenance warranty or obligation of any supplier or installer of the Improvements or of any equipment installed.

C10. TAX DEDUCTIBILITY AND DUTY

- C10.1 The vendor and the representatives of the vendor make no representation or warranty:
- (a) as to the availability or continued availability of any building allowances or depreciation under the *Income Tax Assessment Act 1997* (Cth) or otherwise; and
 - (b) as to the amount of duty pursuant to the *Duties Act 2000* payable on this contract, the transfer of land and any related document including any instrument of nomination or assignment.
- C10.2 The purchaser notes that a concession from duty in relation to "off the plan" sales (where construction of improvements is to occur after the Day of Sale) may apply to the Property if the Property is to be the purchaser's principal place of residence and if the purchaser otherwise meets the relevant criteria under the *Duties Act 2000*.
- C10.3 The vendor may calculate the dutiable value based on any method permitted by the State Revenue Office and any guidelines or policies issued by it. The purchaser must not raise any Claim in respect of the amount ultimately attributed or assessed.
- C10.4 The purchaser indemnifies the vendor against all liabilities, claims, proceedings and penalties under the *Duties Act 2000* relating to this contract.

Annexure Pages

To be inserted as required e.g.

Natural Surface Level Plans (Additional Particulars of Sale)

Plans and Specifications or Schedule of Works (definition of Improvements)

Proposed Plan of Subdivision (definition of Plan of Subdivision)

Options Schedule (additional general condition C6)

INFORMATION ONLY

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	1A SUNSET COURT, EPPING VIC 3076	
Vendor's name	Margaret Alicia Marangos	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is 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 this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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 of Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not applicable.

1.5 Land subject to Tax Reform scheme

Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**?

(a)

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* AVPCC means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable.

2.2 Owner-Builder

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

Not applicable.

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

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

*Is as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not applicable.

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:

5. BUILDING PERMITS

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years (required only where

there is a residence on the land).

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

10.2 Staged Subdivision

Not applicable.

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

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

1A SUNSET COURT, EPPING VIC 3076
Proposed Plan of Subdivision PS933179B
Register Search Statement (Copy of Title) - Volume 12205 Folio 582
Copy of Plan - PS802872T
Instrument Search - AS226426B (AGREEMENT)
Vicroads: Vicroads Certificate - 12205/582
Whittlesea: Land Information Certificate - 12205/582
DELWP: Planning Certificate Express - 12205/582
Yarra Valley Water: Water Information Statement - 12205/582
State Revenue Office: Land Tax Certificate - 12205/582 - 1A SUNSET COURT, EPPING VIC 3076
Planning Permit
Proposed Budget
Working drawings

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 12205 FOLIO 582

Security no : 124124567864C
Produced 19/05/2025 02:16 PM

LAND DESCRIPTION

Lot A on Plan of Subdivision 802872T.
PARENT TITLE Volume 10209 Folio 166
Created by instrument PS802872T 24/04/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARGARET ALICIA MARANGOS of 2 LIGHTWOOD LANE PLENTY VIC 3090
PS802872T 24/04/2020

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS802872T 24/04/2020

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

AGREEMENT Section 173 Planning and Environment Act 1987
AS226426B 04/06/2019

DIAGRAM LOCATION

SEE PS802872T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 1A SUNSET COURT EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

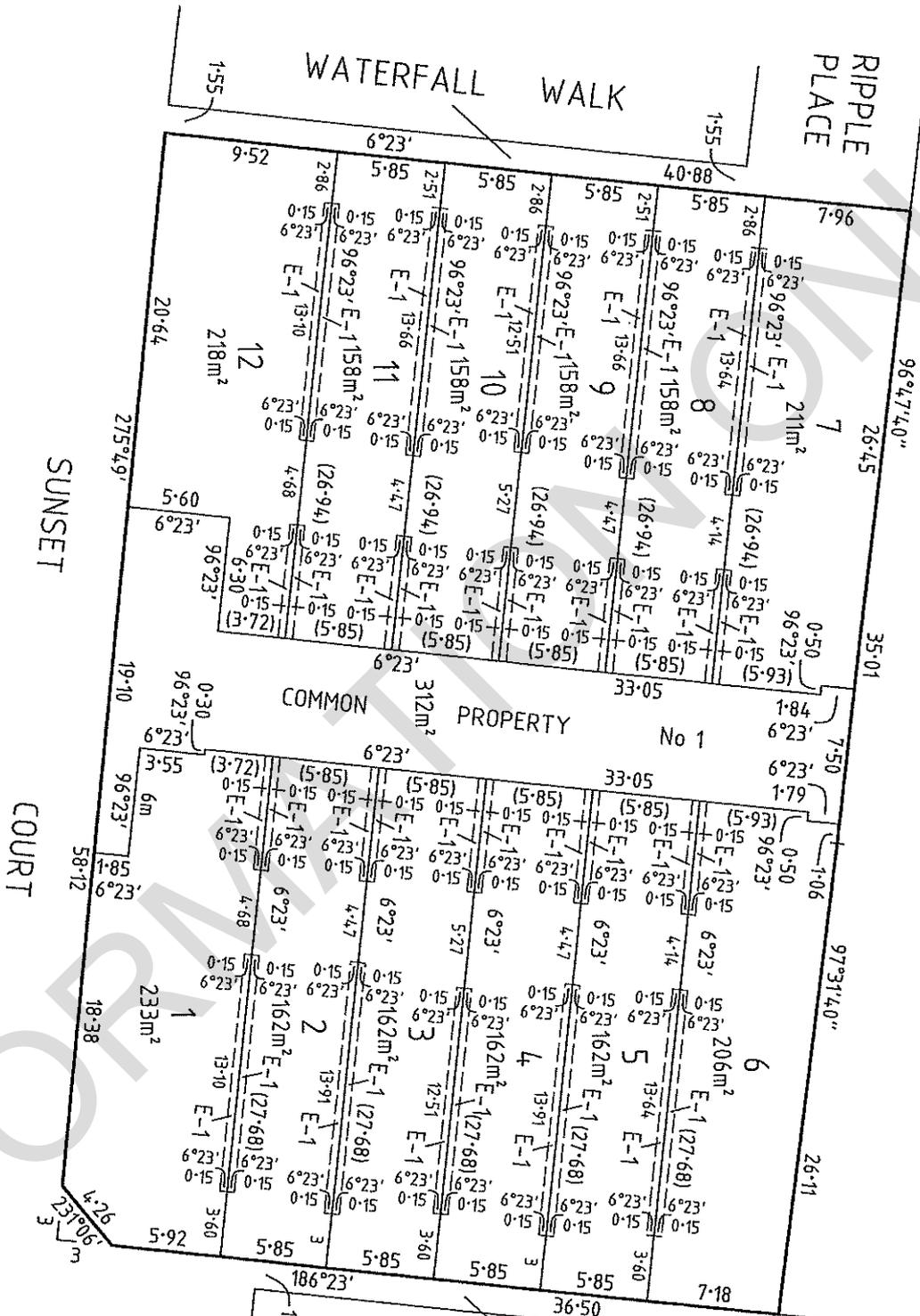
eCT Control 21597P ANTHONYS SOLICITORS
Effective from 11/07/2024

DOCUMENT END

PLAN OF SUBDIVISION		EDITION 1	PS 933179B
Location of Land Parish: WOLLERT Township: Section: 10 Crown Allotment: Crown Portion: 2 & 3 (PARTS) Title References: VOL 12205 FOL 582 Last Plan Reference: LOT A ON PS802872T Postal Address: 1A SUNSET COURT EPPING 3076 MGA2020 Co-ordinates: E 326 375 (Of approx. centre of plan) N 5 833 425 Zone 55		Council Certification Council Name: WHITTLESEA CITY COUNCIL Ref:	
Vesting of Roads and/or Reserves		Notations	
Identifier	Council/Body/Person	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> THIS PLAN HAS BEEN PREPARED FROM AN ARCHITECTURAL DRAWING AND IS SUBJECT TO CHANGE FOLLOWING CONSTRUCTION OR IN SATISFYING AUTHORITY REQUIREMENTS </div>	
NIL	NIL		
Depth Limitation: DOES NOT APPLY Staging This is not a staged subdivision Planning Permit No.			
Survey: - This plan is based on survey To be completed where applicable This survey has been connected to permanent marks no(s). In proclaimed Survey Area no. N/A LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES			
Easement Information			
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN			
Easement Reference	Purpose	Width (Metres)	Origin Land Benefited/In Favour Of
E-1	PARTY WALL	0.15	THIS PLAN THE RELEVANT ABUTTING LOT ON THIS PLAN
PRIOR & KELLY PTY LTD A.B.N. 95 076 725 892 936 HIGH STREET RESERVOIR 3073 TEL: (03) 9478 6044 E-MAIL: surveyor@priorKelly.com.au		REF 14698 102/06/2015) RB LICENSED SURVEYOR (PRINT) <u>BENJAMIN SADLIER</u> VERSION 1	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS



Plan Number
PS 933179B



PRIOR & KELLY PTY LTD
 A.B.N. 95 076 725 892
 936 HIGH STREET RESERVOIR 3073
 TEL: (03) 9478 6044
 E-MAIL: surveyor@priorandkelly.com.au

SCALE 1:250
 LENGTHS ARE IN METRES
 REF: 14698 ORIGINAL SHEET SIZE: A3 SHEET 2

LICENSED SURVEYOR (PRINT) BENJAMIN SADLER
 VERSION 1

OWNERS CORPORATION SCHEDULE

PS933179B

Owners Corporation No. 1 Plan No. PS933179B

Land affected by Owners Corporation Lots All of the lots in the table below

Common Property No. 1

Limitations of Owners Corporation Unlimited

Notations
Nil

PRELIMINARY PLAN

Totals		
	Entitlement	Liability
This schedule	0	1200
Balance of existing OC		
Overall Total	0	1200

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	TBD	100									
2	TBD	100									
3	TBD	100									
4	TBD	100									
5	TBD	100									
6	TBD	100									
7	TBD	100									
8	TBD	100									
9	TBD	100									
10	TBD	100									
11	TBD	100									
12	TBD	100									

PRIOR & KELLY PTY LTD
 A.B.N. 95 076 725 892
 936 HIGH STREET RESERVOIR 3073
 TEL: (03) 9478 6044
 E-MAIL: surveyor@prikorkelly.com.au

Surveyor's File Reference
14698

Benjamin Sadler Version 1

SHEET 1 OF 1
ORIGINAL SHEET
SIZE: A3

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS802872T
Number of Pages (excluding this cover sheet)	7
Document Assembled	19/05/2025 14:16

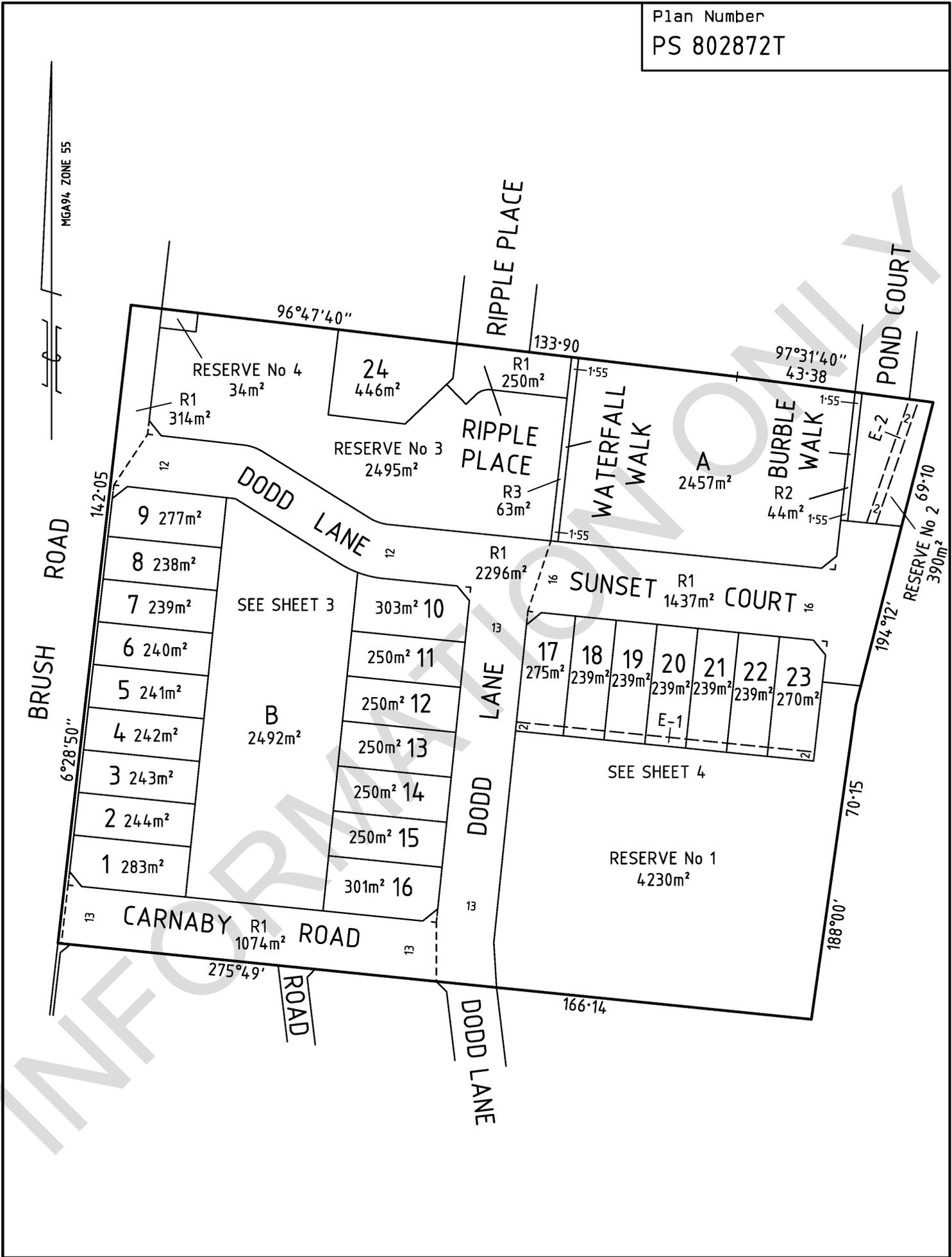
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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		EDITION 1	PS 802872T		
Location of Land Parish: WOLLERT Township: Section: 10 Crown Allotment: Crown Portion: 2 & 3 (PARTS) Title References: VOL 10209 FOL 166 Last Plan Reference: LOT 1 ON PS333250T Postal Address: 86-100 BRUSH ROAD EPPING 3076 MGA2020 Co-ordinates: E 326 330 (Of approx. centre of plan) N 5 833 370 Zone 55		Council Name: Whittlesea City Council Council Reference Number: 609404 Planning Permit Reference: 714241 SPEAR Reference Number: S096952H Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 23/01/2018 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 03/04/2020 Statement of Compliance issued: 06/04/2020			
Vesting of Roads and/or Reserves		Notations			
Identifier	Council/Body/Person				
ROAD R1 ROAD R2 ROAD R3 RESERVE Nos 1, 2 & 3 RESERVE No 4	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD				
Depth Limitation: DOES NOT APPLY					
Staging This is not a staged subdivision Planning Permit No. 714241					
Survey: - This plan is based on survey To be completed where applicable This survey has been connected to permanent marks no(s). PM138, PM262, PM263 In proclaimed Survey Area no.					
OTHER PURPOSE OF PLAN					
TO REMOVE THE EASEMENT E-1 ENCUMBERING LOT 1 ON PS333250T					
GROUND FOR REMOVAL					
WHITTLESEA CITY COUNCIL PLANNING PERMIT No. 714241					
Easement Information					
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE	2	THIS PLAN	WHITTLESEA CITY COUNCIL	
E-2	SEWERAGE	2	THIS PLAN	YARRA VALLEY WATER CORPORATION	
PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892		REF 12466 (03/04/2020) MR Digitally signed by: Benjamin Sadlier, Licensed Surveyor, Surveyor's Plan Version (10), 03/04/2020, SPEAR Ref: S096952H	ORIGINAL SHEET SIZE: A3 PLAN REGISTERED TIME: 6:20 pm DATE: 24/04/2020 H.L. Assistant Registrar of Titles	SHEET 1 OF 7 SHEETS	

Plan Number
PS 802872T



PRIOR & KELLY PTY LTD
 936 HIGH STREET RESERVOIR 3073
 TEL: 9478 6044 FAX: 9470 6509
 A.B.N. 95 076 725 892

SCALE
1:750

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LENGTHS ARE IN METRES

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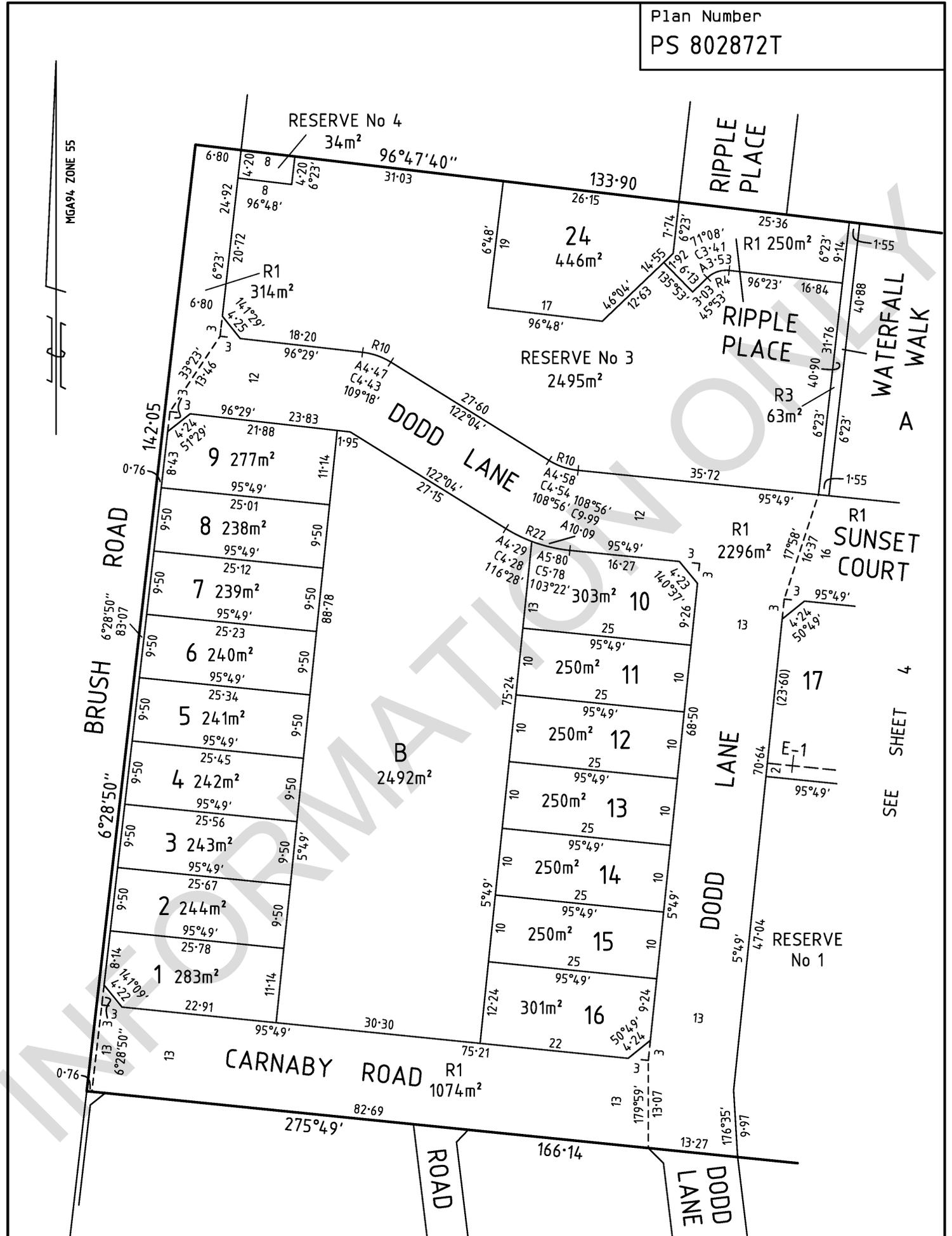
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 Surveyor's Plan Version (10),
 03/04/2020, SPEAR Ref: S096952H

ORIGINAL SHEET
SIZE: A3

SHEET 2

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 Whittlesea City Council,
 03/04/2020,
 SPEAR Ref: S096952H

Plan Number
PS 802872T



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 TEL: 9478 6044 FAX: 9470 6509
 A.B.N. 95 076 725 892

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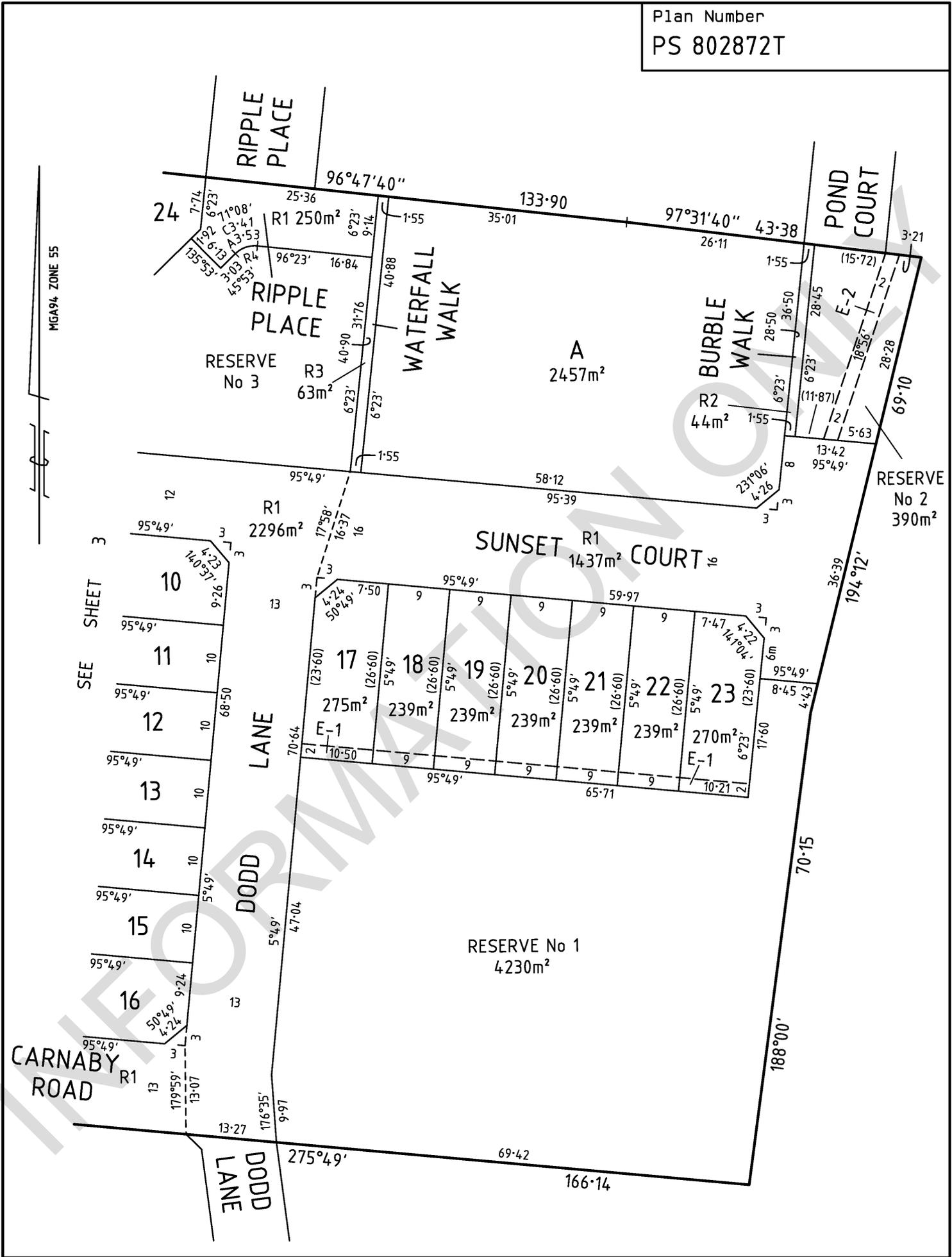
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LENGTHS ARE IN METRES

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 Surveyor's Plan Version (10),
 03/04/2020, SPEAR Ref: S096952H

REF 12466 ORIGINAL SHEET SIZE: A3 SHEET 3

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 SPEAR Ref: S096952H

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Plan Number
PS 802872T

SUBDIVISION ACT 1988
CREATION OF RESTRICTION 'A'

THE FOLLOWING RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THIS PLAN OF SUBDIVISION

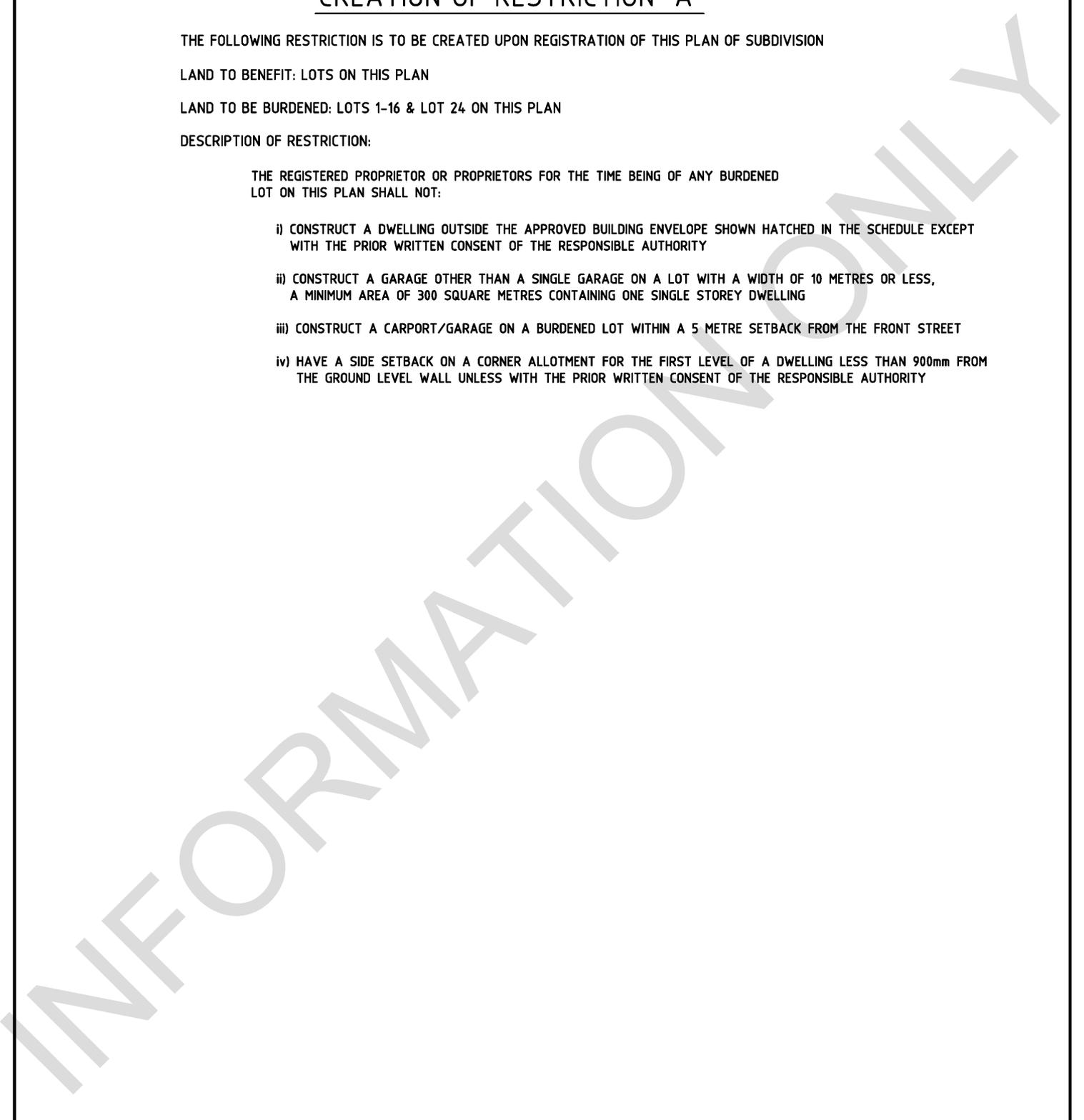
LAND TO BENEFIT: LOTS ON THIS PLAN

LAND TO BE BURDENED: LOTS 1-16 & LOT 24 ON THIS PLAN

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN SHALL NOT:

- i) CONSTRUCT A DWELLING OUTSIDE THE APPROVED BUILDING ENVELOPE SHOWN HATCHED IN THE SCHEDULE EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY
- ii) CONSTRUCT A GARAGE OTHER THAN A SINGLE GARAGE ON A LOT WITH A WIDTH OF 10 METRES OR LESS, A MINIMUM AREA OF 300 SQUARE METRES CONTAINING ONE SINGLE STOREY DWELLING
- iii) CONSTRUCT A CARPORT/GARAGE ON A BURDENED LOT WITHIN A 5 METRE SETBACK FROM THE FRONT STREET
- iv) HAVE A SIDE SETBACK ON A CORNER ALLOTMENT FOR THE FIRST LEVEL OF A DWELLING LESS THAN 900mm FROM THE GROUND LEVEL WALL UNLESS WITH THE PRIOR WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY



PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892	SCALE LENGTHS ARE IN METRES	REF 12466	ORIGINAL SHEET SIZE: A3	SHEET 5
	Digitally signed by: Benjamin Sadlier, Licensed Surveyor, Surveyor's Plan Version (10), 03/04/2020, SPEAR Ref: S096952H		Digitally signed by: Whittlesea City Council, 03/04/2020, SPEAR Ref: S096952H	

Plan Number
PS 802872T

SUBDIVISION ACT 1988 CREATION OF RESTRICTION 'B'

THE FOLLOWING RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THIS PLAN OF SUBDIVISION

LAND TO BENEFIT: LOTS ON THIS PLAN

LAND TO BE BURDENED: LOT 24 ON THIS PLAN

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT 24 ON THIS PLAN SHALL NOT:

- i) CONSTRUCT A DWELLING OR BUILDING ON THE LOT UNLESS THE ROADWORKS IN RIPPLE PLACE HAVE BEEN COMPLETED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY
- ii) CONSTRUCT A DWELLING OR BUILDING ON THE SITE UNLESS IT HAS A FRONT SETBACK WHICH IS CONSISTENT TO THE EXISTING DWELLING FACING RIPPLE PLACE ON THE WESTERN SIDE OF THE STREET
- iii) CONSTRUCT A DWELLING OR BUILDING ON THE SITE UNLESS IT HAS AN ACTIVE FRONTAGE TO BOTH THE LOCAL ROAD AND THE TREE RESERVE
- iv) CONSTRUCT PERIMETER FENCING ON THE SOUTHERN AND EASTERN BOUNDARIES OF THE LOT UNLESS THE FENCING HEIGHT IS NO MORE THAN 1.2 METRES WITH A MINIMUM TRANSPARENCY OF 50%
- v) CONSTRUCT PERIMETER FENCING ON THE WESTERN BOUNDARY OF THE LOT UNLESS IT IS A FEATURE STYLE TIMBER FENCE WITH AN OVERALL HEIGHT OF NO MORE THAN 1.8 METRES AND A MINIMUM TRANSPARENCY OF 50%

CREATION OF RESTRICTION 'C'

THE FOLLOWING RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THIS PLAN OF SUBDIVISION

LAND TO BENEFIT: LOTS ON THIS PLAN

LAND TO BE BURDENED: LOT A ON THIS PLAN

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT A ON THIS PLAN SHALL NOT:

- i) CONSTRUCT ANY DEVELOPMENT ON THE BURDENED LOT UNLESS IT HAS AN ACTIVE FRONTAGE TO THE LOCAL ROAD AND ALL PUBLIC OPEN SPACE TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY
- ii) CONSTRUCT ANY DEVELOPMENT ON THE BURDENED LOT UNLESS IT HAS A PAPER ROAD LOCATED WITHIN THE DEVELOPABLE LAND SEPERATING THE LOT FROM THE ADJACENT PUBLIC OPEN SPACE UNLESS WITH FURTHER WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY
- iii) CONSTRUCT ANY PERIMETER FENCING ON THE BURDENED LOT UNLESS IT HAS A MINIMUM TRANSPARENCY OF 50%

CREATION OF RESTRICTION 'D'

THE FOLLOWING RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THIS PLAN OF SUBDIVISION

LAND TO BENEFIT: LOTS ON THIS PLAN

LAND TO BE BURDENED: LOT 17-23 ON THIS PLAN

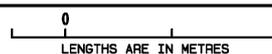
DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN SHALL NOT:

- i) CONSTRUCT ANY DWELLING OR BUILDING ON THE LOTS CREATED UNLESS THE DWELLING OR BUILDING COMPLIES WITH THE APPROVED DESIGN GUIDELINES EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY

PRIOR & KELLY PTY LTD
936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

SCALE



REF 12466

ORIGINAL SHEET
SIZE: A3

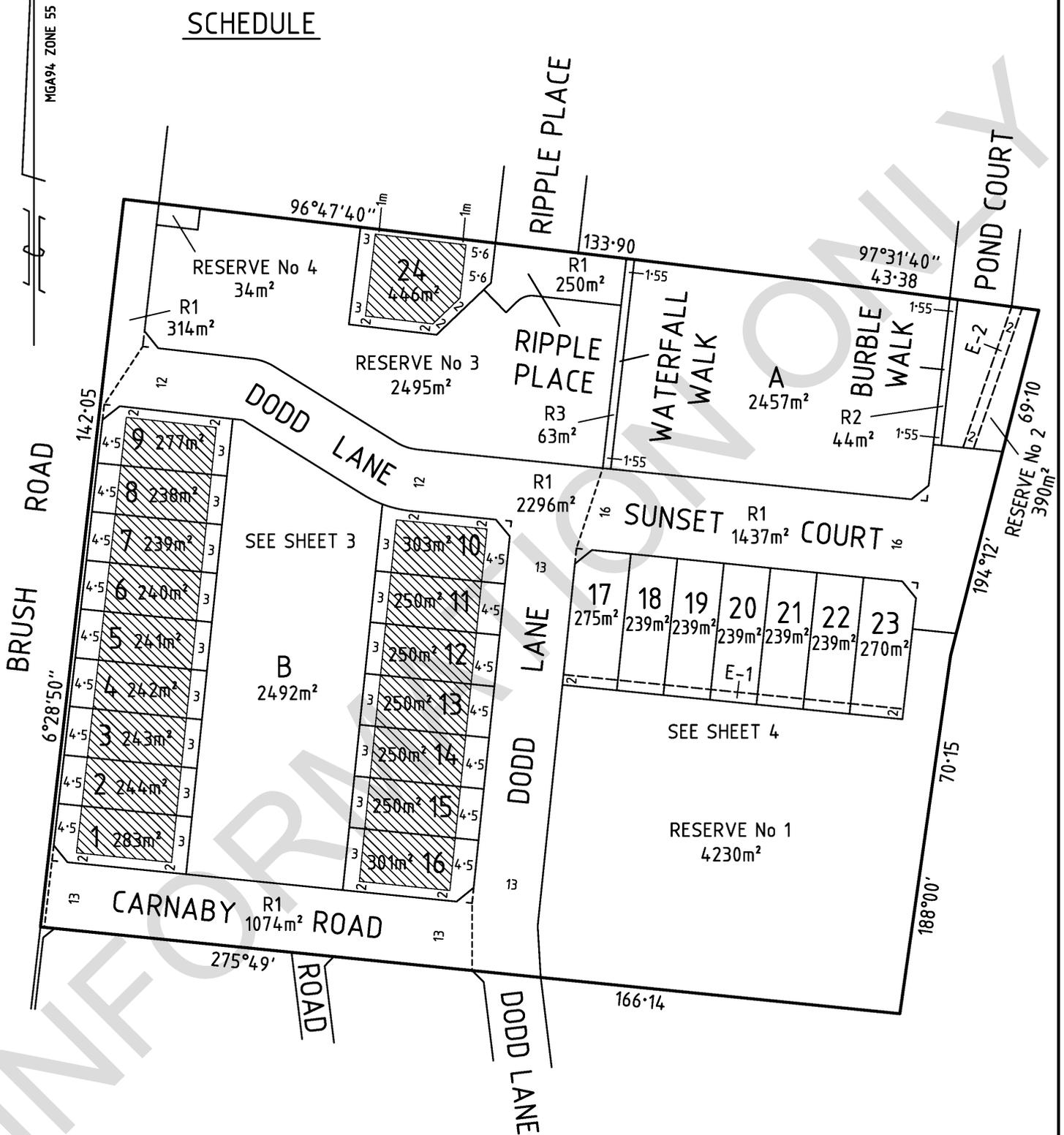
SHEET 6

Digitally signed by: Benjamin Sadlier, Licensed Surveyor,
Surveyor's Plan Version (10),
03/04/2020, SPEAR Ref: S096952H

Digitally signed by:
Whittlesea City Council,
03/04/2020,
SPEAR Ref: S096952H

Plan Number
PS 802872T

SCHEDULE



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SCALE
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7.5 0 15 30
LENGTHS ARE IN METRES

REF 124.66 ORIGINAL SHEET SIZE: A3 SHEET 7

Digitally signed by: Benjamin Sadlier, Licensed Surveyor,
 Surveyor's Plan Version (10),
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Digitally signed by:
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 03/04/2020,
 SPEAR Ref: S096952H

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**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**



Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: COLLINS SQUARE, TOWER TWO, LEVEL 25, 727 COLLINS STREET MELBOURNE
VIC 3008
Ref: MYM:LGC:6433304
Customer Code: 1167E

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

Land: (volume and folio)

VOLUME 10209 FOLIO 166

Responsible authority: (full name and address, including postcode)

WHITTLESEA CITY COUNCIL OF CIVIC CENTRE, FERRIS BOULEVARD, SOUTH MORANG, VICTORIA

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application

Signing:

35271702A

181PEA

Page 1 of 2

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Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

[6433304: 24159545_1]

Application by a responsible authority for the making of a recording of an agreement
Section 181 Planning and Environment Act 1987



Certifications

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

Executed on behalf of: WHITTLESEA CITY COUNCIL
 Signer Name: Charles Wynn
 Signer Organisation: MADDOCKS
 Signer Role: AUSTRALIAN LEGAL PRACTITIONER
 Signature: [Handwritten Signature]

Execution Date: 3 June 2019

35271702A

181PEA

Page 2 of 2

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Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us
[6433304: 24159545_1]



Maddocks

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Melbourne Victoria 3000 Australia

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Facsimile 61 3 9258 3666

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

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 86 -100 Brush Road, Epping

Whittlesea City Council
and

Margaret Alicia Marangos

INFORMATION ONLY

AS226426B

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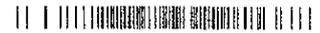
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endorsed by Council from time to time entitled the 'Brush Road Development Plan' or the like.

Brush Road Development Plan Development Contribution means the development contribution specified in the Brush Road Development Plan, being the amount of \$88,207 per net developable hectare as at December 2005, subject to indexation carried out in accordance with CPI on 30 June annually commencing in 2006.

Council Boundary Fences mean fences built or constructed on the boundary between a Lot and a Reserve.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

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

Current Email means:

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

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Fence Repairs includes all repairs and maintenance to Council Boundary Fences except the removal of graffiti.

Harvest Home Local Structure Plan means the Harvest Home Local Structure Plan February 2002 prepared by Coomes Consulting Group Pty Ltd and Council and endorsed under stamp dated 12 September 2002.

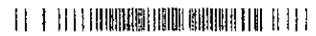
Harvest Home Local Structure Plan Development Contribution means the development contribution specified in the Harvest Home Local Structure Plan, being the amount of \$43,833 per hectare as at the year 2000, subject to adjustment as specified in the Harvest Home Local Structure Plan.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Lot means a lot created by the subdivision of the Subject Land.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

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

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

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

Pedestrian Path means a footpath through the Tree Reserve from Ripple Place to the local street network.

Planning Permit means planning permit no. 714241, as amended from time to time, issued on 19 December 2013, authorising:

- (a) a multi-lot subdivision of;
- (b) construction of one dwelling on each Lot less than 300 square meters in area on; and
- (c) removal of an easement from,

the Subject Land in accordance with the Endorsed Plan.

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

Reserve has the same meaning as in the *Subdivision Act 1988*.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (d) \$200.00 if paid within 12 months from the date that this Agreement commences; or
- (e) \$200.00 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Stage means a stage of the Subdivision.

Stage 2 means stage 2 of the Subdivision.

Statement of Compliance means a statement of compliance issued under the *Subdivision Act 1988* for the Subdivision.

Subdivision means the subdivision of the Subject Land authorised by the Planning Permit.

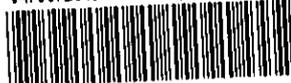
Subject Land means the land situated at 86 -100 Brush Road, Epping being the land referred to in certificate of title volume 10209 folio 166 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Turnaround Area means a formal turnaround area at the southern end of Ripple Place.

Tree Reserve means the .27 hectare Reserve in the north west quadrant of the Subject Land.

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2. Interpretation

In this Agreement unless the context admits otherwise:

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

3. Purposes of Agreement

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

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

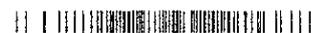
4. Reasons for Agreement

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

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

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5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

The Owner covenants and agrees that:

6.1 Turnaround area

before a Statement of Compliance is issued for Stage 2, subject to clause 6.3, the Owner must construct the Turnaround Area:

- 6.1.1 at the full cost of the Owner;
- 6.1.2 in accordance with the Civil Plan; and
- 6.1.3 to the satisfaction of Council;

6.2 Pedestrian path

before a Statement of Compliance is issued for Stage 2, subject to clause 6.3, the Owner must construct the Pedestrian Path:

- 6.2.1 at the full cost of the Owner;
- 6.2.2 in accordance with the Civil Plan; and
- 6.2.3 to the satisfaction of Council;

6.3 Civil Plan

6.3.1 before:

- (a) the Turnaround Area is constructed in accordance with clause 6.1; or
- (b) the Pedestrian Path is constructed in accordance with clause 6.2,

the Owner must prepare at its own cost and submit to Council for approval 3 copies of a Civil Plan, showing, to the satisfaction of Council, the design, and specifications for construction, of the Turnaround Area and Pedestrian Path;

6.3.2 the Civil Plan submitted to Council in accordance with clause 6.3.1 must be:

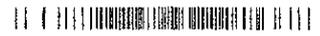
- (a) prepared by a qualified civil engineer; and
- (b) show the Turnaround Area and the Pedestrian Path;

6.4 Development contributions

before a Statement of Compliance is issued for each Stage, the Owner must pay to Council the Brush Road Development Plan Development Contribution and the Harvest Home Local Structure Plan Contribution with respect to the land in that Stage;

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6.5 Fences abutting Reserves

unless damage is caused by Council or its representatives whilst undertaking maintenance works in a Reserve, the Owner of a Lot which abuts a Reserve must carry out all Fence Repairs to Council Boundary Fences:

6.5.1 at the full cost of the Owner; and

6.5.2 to the satisfaction of Council.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and

7.2.3 agree to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

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

7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;

7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for determining satisfaction

If Council makes a request for payment of:

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7.5.1 a fee under clause 7.3; or

7.5.2 any costs or expenses under clause 7.4.3,

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

7.6 Interest for overdue money

7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

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

7.7 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

8. Agreement under s 173 of the Act

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

9. Owner's warranties

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

10. Successors in title

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

10.1 give effect to this Agreement; and

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

11. General matters

11.1 Notices

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

11.1.1 personally on the other Party;

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- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 Counterparts

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

11.3 No waiver

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

11.4 Severability

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

11.5 No fettering of Council's powers

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

11.6 Inspection of documents

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

11.7 Governing law

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

12. Commencement of Agreement

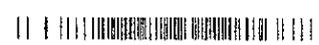
This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

13. Ending of Agreement

- 13.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.
- 13.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

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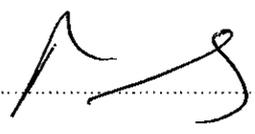


Maddocks

Signing Page

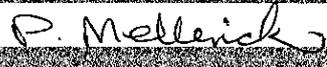
Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City Council is affixed in the presence of:

 JULIAN EDWARDS



Signed sealed and delivered by Margaret Alicia Marangos in the presence of

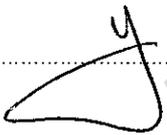

P. Mollenick

Witness



Mortgagee's Consent

Australian Securities Ltd as Mortgagee under instrument of mortgage no. AR922248B consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.


M.S. CARBROW
Director
25/14/19

INFORMATION

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1139638

APPLICANT'S NAME & ADDRESS

ANTHONY'S SOLICITORS C/- INFOTRACK (SMOKEBALL) C/-
LANDATA

MELBOURNE

VENDOR

MARANGOS, MARGARET ALICIA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

366904

This certificate is issued for:

LOT A PLAN PS802872 ALSO KNOWN AS 1A SUNSET COURT EPPING
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 12

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

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

19 May 2025

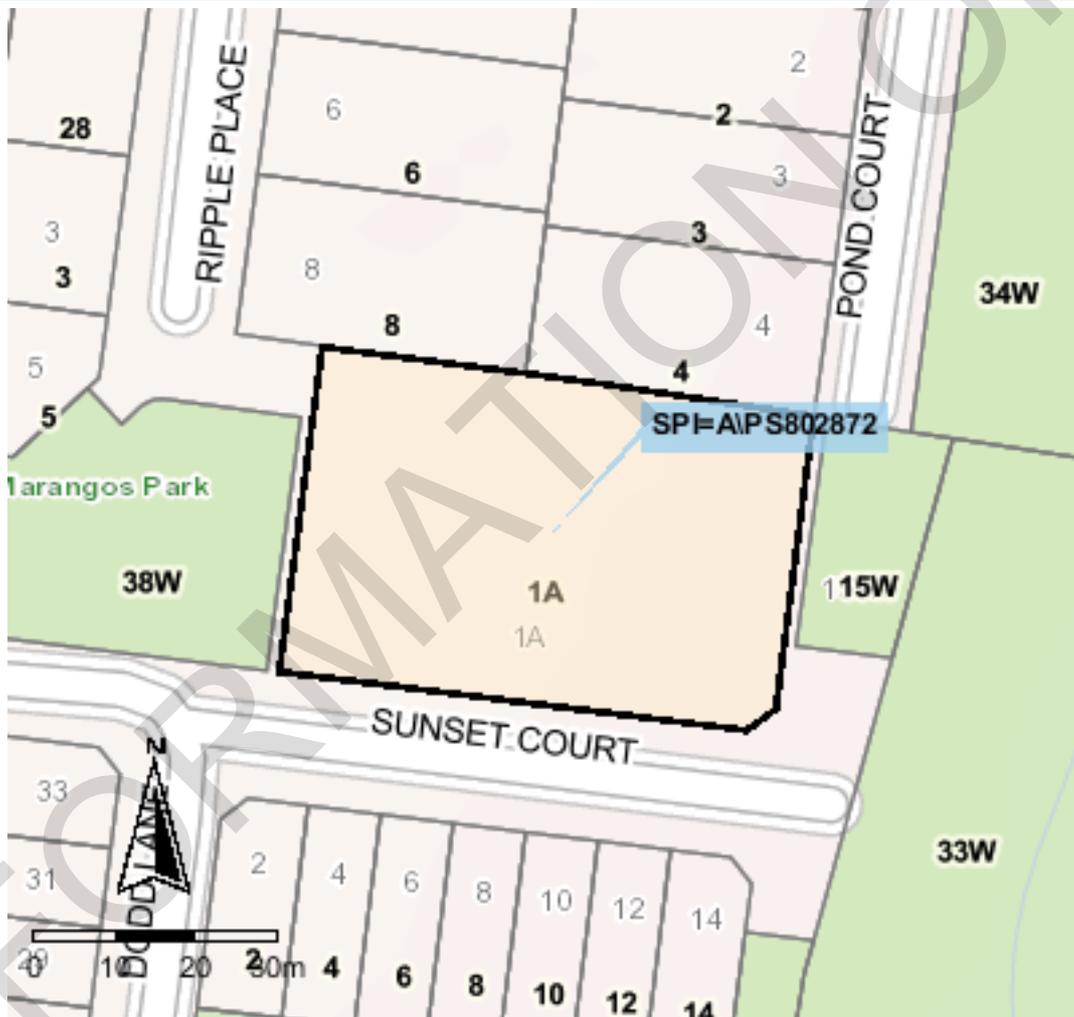
Sonya Kilkenny
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anthony's Solicitors C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 366904

NO PROPOSALS. As at the 19th May 2025, 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®.

1A SUNSET COURT, EPPING 3076
CITY OF WHITTLESEA

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

Date of issue: 19th May 2025

Telephone enquiries regarding content of certificate: 13 11 71

Date of issue
19/05/2025

Assessment No.
1105634

Certificate No.
172152

Your reference
76812900-013-3

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 1A Sunset Court EPPING 3076

Description: LOT: A PS: 802872T

AVPCC: 102.2 Subdivisional Land (Multi Lot)

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$1,250,000	\$1,250,000	\$62,500

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$2,927.24
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$108.75
Waste Landfill Levy General levied on 01/07/2024	\$16.65
Arrears to 30/06/2024	\$0.00
Interest to 19/05/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$2,830.80
Balance of rates & charges due:	\$353.84

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$353.84
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

This property may be subject to a supplementary valuation.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1105634



Phone 1300 301 185
Ref 1105634



Bill Code 5157
Ref 1105634

19th May 2025

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA

Dear Anthony's Solicitors C/- InfoTrack (Smokeball) C/- ,

RE: Application for Water Information Statement

Property Address:	1A SUNSET COURT EPPING 3076
Applicant	Anthony's Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
Information Statement	30941606
Conveyancing Account Number	7959580000
Your Reference	366904

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 propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	1A SUNSET COURT EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

There is a backflow prevention device for containment purposes installed on the property which will require annual testing and maintenance by the owner. The selection and installation of the device shall at all times be in accordance with the Plumbing Standards Regulations 1998 (Victoria) and AS/NZS 3500:1.

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.

Melbourne Water Property Information Statement

Property Address	1A SUNSET COURT EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

5th December 2023

Application ID: 603508

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
50mm Connection - Drinking Water	1
Std 20mm DW Meter & Installation (incl meter w/lock)	12
50mm Meter Purchase - Drinking Water	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	1475673

Multiple Lots

Number of Lots	12
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Specific conditions affecting encumbrances on property:

Private Main
Backflow Prevention

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 have a main meter with individual meters for each dwelling/lot to be taken from this supply. If you are installing shared facilities

within the development such as a swimming pool or a communal laundry, then a separate meter must also be installed at that facility.

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.

This development requires assets to be constructed. The applicant must enter into a Development Deed with Yarra Valley Water. It is a requirement of the Deed that the applicant engage only Accredited Consultants and Accredited Contractors to complete the design and construction work. A list of Accredited Consultants and Accredited Contractors can be obtained from www.yvw.com.au/help-advice/develop-build/consultants/accredited-consultants-and-contractors

Water connection is dependent on a water main being constructed under a Development Deed. Bookings for the installation of water meters can only be requested after the execution of the Development Deed and connection to the water main can only occur after Yarra Valley Water has issued an acceptance of works certificate.

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

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5721421016
Rate Certificate No: 30941606

Date of Issue: 19/05/2025
Your Ref: 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1A SUNSET CT, EPPING VIC 3076	AIPS802872	5233172	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	\$0.00
Total for This Property	\$52.18



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an

agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

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

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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

INFORMATION ONLY

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: 5233172

Address: 1A SUNSET CT, EPPING VIC 3076

Water Information Statement Number: 30941606

HOW TO PAY



Bill Code: 314567
Ref: 57214210166

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference: 25/403
Certificate No: 90960048
Issue Date: 19 MAY 2025
Enquiries: ESYSPROD

Land Address: 1A SUNSET COURT EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47270648	A	802872	12205	582	\$9,666.43

Vendor: MARGARET ALICIA MARANGOS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MRS MARGARET ALICIA MARANGOS	2025	\$1,250,000	\$11,423.97	\$0.00	\$9,666.43

Comments: Land Tax of \$11,423.97 has been assessed for 2025, an amount of \$1,757.54 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$1,250,000
SITE VALUE (SV):	\$1,250,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$9,666.43

Notes to Certificate - Land Tax

Certificate No: 90960048

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$6,900.00

Taxable Value = \$1,250,000

Calculated as \$4,650 plus (\$1,250,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$12,500.00

Taxable Value = \$1,250,000

Calculated as \$1,250,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 90960048

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: 90960048

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

Commercial and Industrial Property Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference: 25/403
Certificate No: 90960048
Issue Date: 19 MAY 2025
Enquires: ESYSPROD

Land Address: 1A SUNSET COURT EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47270648	A	802872	12205	582	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,250,000
SITE VALUE:	\$1,250,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90960048

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	25/403
Certificate No:	90960048
Issue Date:	19 MAY 2025

Land Address: 1A SUNSET COURT EPPING VIC 3076

Lot	Plan	Volume	Folio
A	802872	12205	582

Vendor: MARGARET ALICIA MARANGOS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 90960048

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 90960048

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: 90960048

Visa or Mastercard

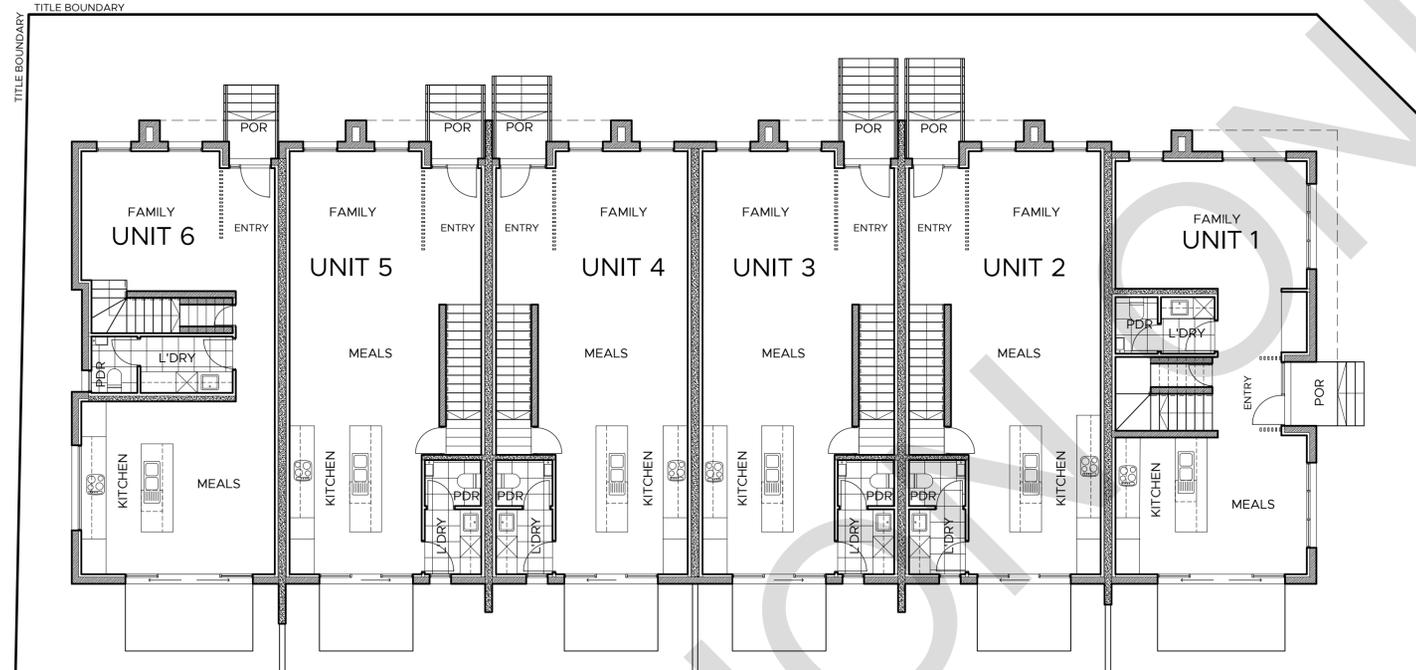
Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

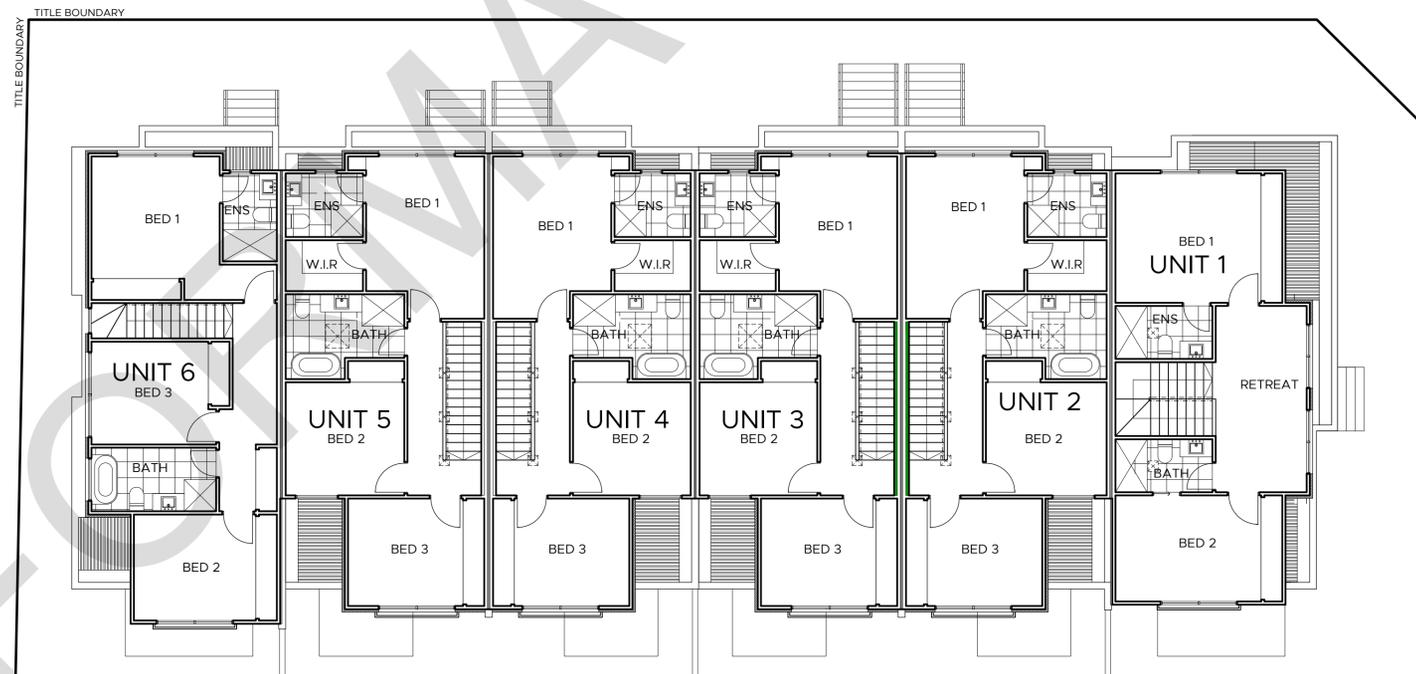
Important payment information

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.



UNIT 1-6 GROUND FLOOR PLAN
SCALE 1:100



UNIT 1-6 FIRST FLOOR PLAN
SCALE 1:100



1a

**(SUNSET PLACE)
SUNSET COURT**

E P P I N G

WORKING DRAWINGS DOCUMENTATION

REV D

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IKONOMIDIS
DESIGN STUDIO

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(SUNSET PLACE) No. 1a SUNSET COURT, EPPING VIC 3076 (MELWAY REF: 182 C6)

GENERAL NOTES (NCC 2019 BCA VOL 2- AMEND 1
ALL MATERIALS AND WORK PRACTICES SHALL COMPLY WITH, BUT NOT LIMITED TO THE BUILDING REGULATIONS 2018, NATIONAL CONSTRUCTION CODE SERIES 2019 BUILDING CODE OF AUSTRALIA VOL 2 AND ALL RELEVANT CURRENT AUSTRALIAN STANDARDS (AS AMENDED) REFERRED TO THEREIN.

UNLESS OTHERWISE SPECIFIED, THE TERM BCA SHALL REFER TO NATIONAL CONSTRUCTION CODE SERIES 2019 BUILDING CODE OF AUSTRALIA VOLUME 2 - AMENDMENT 1

ALL MATERIALS AND CONSTRUCTION PRACTICE SHALL MEET THE PERFORMANCE REQUIREMENTS OF THE BCA. WHERE A PERFORMANCE SOLUTION IS PROPOSED THEN PRIOR TO IMPLEMENTATION OR INSTALLATION, IT FIRST MUST BE ASSESSED AND APPROVED BY THE RELEVANT BUILDING SURVEYOR AS MEETING THE PERFORMANCE REQUIREMENTS OF THE BCA.

GLAZING, INCLUDING SAFETY GLAZING, SHALL BE INSTALLED TO A SIZE, TYPE AND THICKNESS SO AS TO COMPLY WITH:
• BCA PART 3.6 FOR CLASS 1 AND 10 BUILDINGS WITHIN A DESIGN WIND SPEED OF NOT MORE THAN N3; AND
• BCA VOL 1 PART B1.4 FOR CLASS 2 AND 9 BUILDINGS.

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 DOMESTIC WET AREAS.

THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ANY HOUSE ENERGY RATING (HERS) REPORT AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STAMPED PLANS ENDORSED BY THE ACCREDITED THERMAL PERFORMANCE ASSESSOR WITHOUT ALTERATION.

STEP SIZES (OTHER THAN FOR SPIRAL STAIRS) TO BE:
• RISERS (R) 190MM MAXIMUM AND 155MM MINIMUM
• GOING (G) 355MM MAXIMUM AND 240MM MINIMUM
• 2R + 1G = 700MM MAXIMUM AND 550MM MINIMUM
• WITH LESS THAN 125MM GAP BETWEEN OPEN TREADS.

ALL TREADS, LANDINGS AND THE LIKE TO HAVE A SLIP-RESISTANCE CLASSIFICATION OF P3 OR R10 FOR DRY SURFACE CONDITIONS AND P4 OR R11 FOR WET SURFACE CONDITIONS, OR A NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION OF P3 FOR DRY SURFACE CONDITIONS AND P4 FOR WET SURFACE CONDITIONS.

PROVIDE BARRIERS WHERE CHANGE IN LEVEL EXCEEDS 1000MM ABOVE THE SURFACE BENEATH LANDINGS, RAMPS AND/OR STAIRS. BARRIERS (OTHER THAN TENSIONED WIRE BARRIERS) TO BE:
• 1000MM MIN. ABOVE FINISHED SURFACE LEVEL OF BALCONIES, LANDINGS OR THE LIKE, AND
• 865MM MIN. ABOVE FINISHED SURFACE LEVEL OF STAIR NOSING OR RAMP, AND
• VERTICAL WITH LESS THAN 125MM GAP BETWEEN, AND
• ANY HORIZONTAL ELEMENT WITHIN THE BARRIER BETWEEN 150MM AND 760MM ABOVE THE FLOOR MUST NOT FACILITATE CLIMBING WHERE CHANGES IN LEVEL EXCEEDS 4000MM ABOVE THE SURFACE BENEATH LANDINGS, RAMPS AND/OR TREADS.

WIRE BARRIER CONSTRUCTION TO COMPLY WITH NCC 2019 BCA PART 3.2.3 FOR CLASS 1 AND 10 BUILDINGS AND NCC 2019 BCA VOLUME 1 PART D2.16 FOR OTHER CLASSES OF BUILDINGS.

TOP OF HAND RAILS TO BE MINIMUM 865MM VERTICALLY ABOVE STAIR NOSING AND FLOOR SURFACE OF RAMPS.

GROUND TO FIRST FLOOR
RISE :- 176.47mm
RUN :- 250mm
2R+G :- 602.94mm

THESE PLANS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE BY THE CLIENT OF IKONOMIDIS DESIGN STUDIO (THE DESIGNER) FOR THE PURPOSES EXPRESSLY NOTIFIED TO THE DESIGNER. ANY OTHER PERSON WHO USES OR RELIES ON THESE PLANS WITHOUT THE DESIGNER'S WRITTEN CONSENT DOES SO AT THEIR OWN RISK AND NO RESPONSIBILITY IS ACCEPTED BY THE DESIGNER FOR SUCH USE AND/OR RELIANCE.

A BUILDING PERMIT IS REQUIRED PRIOR TO THE COMMENCEMENT OF THESE WORKS. THE RELEASE OF THESE DOCUMENTS IS CONDITIONAL TO THE OWNER OBTAINING THE REQUIRED BUILDING PERMIT.

THE CLIENT AND/OR THE CLIENT'S BUILDER SHALL NOT MODIFY OR AMEND THE PLANS WITHOUT THE KNOWLEDGE AND CONSENT OF IKONOMIDIS DESIGN STUDIO EXCEPT WHERE A REGISTERED BUILDING SURVEYOR MAKES MINOR NECESSARY CHANGES TO FACILITATE THE BUILDING PERMIT APPLICATION AND THAT SUCH CHANGES ARE PROMPTLY REPORTED BACK TO IKONOMIDIS DESIGN STUDIO.

THE APPROVAL BY THIS OFFICE OF A SUBSTITUTE MATERIAL, WORK PRACTICE, VARIATION OR THE LIKE IS NOT AN AUTHORISATION FOR ITS USE OR A CONTRACT VARIATION. ALL VARIATIONS MUST BE ACCEPTED BY ALL PARTIES TO THE AGREEMENT AND WHERE APPLICABLE THE RELEVANT BUILDING SURVEYOR PRIOR TO IMPLEMENTING ANY VARIATION.

STORMWATER

150 MM DIA. CLASS 6 UPVC STORMWATER LINE LAID TO A MINIMUM GRADE OF 1:100 AND CONNECTED TO THE LEGAL POINT OF STORMWATER DISCHARGE. PROVIDE INSPECTION OPENINGS AT 9000MM C/C AND AT EACH CHANGE OF DIRECTION.

THE COVER TO UNDERGROUND STORMWATER DRAINS SHALL BE NOT LESS THAN
- 100MM UNDER SOIL
- 50MM UNDER PAVED OR CONCRETE AREAS
- 100MM UNDER UNREINFORCED CONCRETE OR PAVED DRIVEWAYS
- 75MM UNDER REINFORCED CONCRETE DRIVEWAYS

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 ASSEMBLIES.

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

WINDOW SIZES NOMINATED ARE NOMINAL ONLY. ACTUAL SIZE MAY VARY ACCORDING TO MANUFACTURER. WINDOWS TO BE FLASHED ALL AROUND.

BUILDINGS IN MARINE OR OTHER EXPOSURE ENVIRONMENTS SHALL HAVE MASONRY UNITS, MORTAR AND ALL BUILT IN COMPONENTS AND THE LIKE COMPLYING WITH THE DURABILITY REQUIREMENTS OF TABLE A1.1 OF AS 4773.1-2015 'MASONRY IN SMALL BUILDINGS' PART 1: DESIGN.

ALL STORMWATER TO BE TAKEN TO THE LEGAL POINT OF DISCHARGE TO THE RELEVANT AUTHORITIES APPROVAL.

THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL RELEVANT STRUCTURAL AND ALL OTHER CONSULTANTS' DRAWINGS/DETAILS AND WITH ANY OTHER WRITTEN INSTRUCTIONS ISSUED IN THE COURSE OF THE CONTRACT.

SITE PLAN MEASUREMENTS IN METRES – ALL OTHER MEASUREMENTS IN MILLIMETRES UNLESS NOTED OTHERWISE.

FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.

THE BUILDER SHALL TAKE ALL STEPS NECESSARY TO ENSURE THE STABILITY AND GENERAL WATER TIGHTNESS OF ALL NEW AND/OR EXISTING STRUCTURES DURING ALL WORKS.

THE BUILDER AND SUBCONTRACTORS SHALL CHECK AND VERIFY ALL DIMENSIONS, SETBACKS, LEVELS AND SPECIFICATIONS AND ALL OTHER RELEVANT DOCUMENTATION PRIOR TO THE COMMENCEMENT OF ANY WORKS. REPORT ALL DISCREPANCIES TO THIS OFFICE FOR CLARIFICATION.

INSTALLATION OF ALL SERVICES SHALL COMPLY WITH THE RESPECTIVE SUPPLY AUTHORITY REQUIREMENTS.

THE BUILDER AND SUBCONTRACTOR SHALL ENSURE THAT ALL STORMWATER DRAINS, SEWER PIPES AND THE LIKE ARE LOCATED AT A SUFFICIENT DISTANCE FROM ANY BUILDINGS FOOTING AND/OR SLAB EDGE BEAMS SO AS TO PREVENT GENERAL MOISTURE PENETRATION, DAMPNESS, WEAKENING AND UNDERMINING OF ANY BUILDING AND ITS FOOTING SYSTEM.

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 3.9.1.4, TABLE 3.9.1.3 & AS4586.

- TREADS MUST HAVE
 - 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
 - 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.
- 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. FOR NOT LESS THAN 190 MM FROM THE STAIR NOSING; OR
 - 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.
- LANDINGS, WHERE THE EDGE LEADS TO THE FLIGHT BELOW, MUST HAVE:
 - 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 190 MM FROM THE STAIR NOSING; OR
 - 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

ENERGY EFFICIENCY THE WORKS ARE TO BE CARRIED OUT IN ACCORDANCE WITH ENERGY REPORT PREPARED BY KEYSTONE ALLIANCE AND ENDORSED PLANS. COMPLIANCE IS REQUIRED IN ACCORDANCE WITH PART 3.12.5 OF THE NCC (SERVICES) INCLUSIVE OF ARTIFICIAL LIGHTING COMPLIANCE (CLASS 1 BUILDING 5 W/M2 - VERANDAH OR BALCONY ATTACHED TO CLASS 1 4 W/M2 - CLASS 10 BUILDING 3 W/M2)

ENERGY RATING

THE 'FIRST RATE' SOFTWARE SYSTEM WAS USED FOR THESE RATINGS THE FOLLOWING IS A SUMMARY FOR THIS DEVELOPMENT:-

UNIT 1:- 6.0 STARS
UNIT 2:- 7.6 STARS
UNIT 3:- 7.7 STARS
UNIT 4:- 7.6 STARS
UNIT 5:- 7.6 STARS
UNIT 6:- 7.0 STARS
UNIT 7:- 7.1 STARS
UNIT 8:- 7.8 STARS
UNIT 9:- 7.8 STARS
UNIT 10:- 7.8 STARS
UNIT 11:- 7.8 STARS
UNIT 12:- 6.0 STARS

THE FOLLOWING HAS BEEN INCORPORATED INTO THE RATING FOR THIS DEVELOPMENT:-

FLOOR DETAILS
* CONCRETE SLAB TO GROUND FLOOR STRUCTURE.
* SUSPENDED CONCRETE SLAB TO FIRST FLOOR STRUCTURE.

WALL DETAILS
190mm BLOCKWORK
* AIR-CELL PERMACAV XV OR EQUIVALENT TO R1.4
50mm HEBEL/LIGHTWEIGHT CLADDING
* R2.5 INSULATION PLUS REFLECTIVE SARKING/BREATHABLE VAPOUR BARRIER FIXED TO THE EXTERNAL FACE OF THE STUDS

ROOF & CEILING DETAILS
FLAT ROOF (METAL ROOF)
UNIT 1
* R5.0 INSULATION LAID DIRECTLY ABOVE THE CEILING PLASTERBOARD PLUS SARKING FIXED TO UNDERSIDE OF METAL ROOF SHEETS

UNIT 2-12
* R4.0 INSULATION LAID DIRECTLY ABOVE THE CEILING PLASTERBOARD PLUS SARKING FIXED TO UNDERSIDE OF METAL ROOF SHEETS

WINDOWS, GLAZING & SHADING DETAILS
ALUMINIUM FRAMES ARE USED THROUGHOUT.

GLAZING
ALL WINDOWS TO BE DOUBLE GLAZED EXCEPT THE FOLLOWING TO BE DOUBLE LIGHTBRIDGE GLAZING:

W1-3, 7-12, 113 - 118

REFER TO ENERGY RATING REPORT FOR SPECIFIC MINIMUM U-VALUE & SHGC REQUIREMENTS

AIR LEAKAGE
* IF USED, DOWN LIGHTS ARE TO BE SEALED (FITTED WITH SHROUDS).
* SELF SEALING EXHAUST FANS (EXCLUDING IXL TASTICS).
* WINDOWS AND SLIDING DOORS ARE FITTED WITH WEATHER SEALS.
* EXTERNAL DOORS FITTED WITH A WEATHER-STRIP.
* GAPS & CRACKS AROUND DOORS, WINDOWS AND SERVICE PENETRATIONS ARE SEALED – REFER TO INFORMATION SHEET

OBSTRUCTIONS SUCH AS ADJACENT DWELLINGS HAVE BEEN INCLUDED IN THE ABOVE RATING AND ASSUMED TO BE TWO-STOREYS AT MINIMUM SETBACK (UNLESS NOTED OTHERWISE).

ANY VARIATION TO THIS SPECIFICATION MAY RESULT THE THE MINIMUM RATING NOT BEING ACHIEVED. CONTACT THE ENERGY RATER IF THERE IS ANY CHANGE TO THE SPECIFICATION.

FLOOR FINISHES

CERAMIC TILES TO OWNER'S SELECTION

LEGEND

BIR BUILT IN ROBE

WM WASHING MACHINE / DRYER OVER BY OTHERS
PROVIDE PLUMBING & POWER

PROVIDE WASTE OUTLET NEAR WASHING MACHINE

TR LAUNDRY TROUGH

HP HOT PLATE WITH RANGEHOOD OVER & UNDERBENCH OVEN DUCT RANGE HOOD EXHAUST DIRECTLY TO EXTERNAL AIR

DW DISHWASHER BY OTHERS - PROVIDE WASTE OUTLET

SS STAINLESS STEEL SINK

REF REFRIGERATOR BY OTHERS

SH 900mm x 900mm RECESSED SHOWER BASE TO BUILDER'S SELECTION

SH2 1200mm x 900mm RECESSED SHOWER BASE TO BUILDER'S SELECTION

SH3 1535mm x 900mm RECESSED SHOWER BASE TO BUILDER'S SELECTION

V VANITY UNIT TO OWNER'S SELECTION
WC TOILET SUITE TO OWNER'S SELECTION

DP DOWN PIPE AS PER SPEC

PTY PANTRY
OVERHEAD CUPBOARD

LOH LIFT OFF HINGES

B BATH TO OWNERS SELECTION SIZE TO BE CONFIRMED ON SITE NOT TO BE CUT INTO LOAD BEARING WALLS STRENGTHEN FLOOR UNDER AS REQUIRED

CJ WHERE NOTED, PROVIDE FULL HEIGHT (EAVES TO FOUNDATIONS) 10-20 CONTROL JOINT, FILL WITH COMPRESSIVE MATERIAL SUCH AS POLYSTYRENE AND SEAL WITH CAULKING COMPOUND. PROVIDE SLIDING BRICK TIES ACROSS VERTICAL JOINTS AT 5 'C' CENTRES

FJ SAME AS ABOVE, BUT FIRE RESISTANT TO 1 HR

HWS HOT WATER SERVICE TO BUILDERS SELECTION - ENSURE GAS HOT WATER SERVICES ARE MIN. 500mm AWAY FROM AN OPENABLE WINDOW SASH OR DOOR. LOCATION TO BE CONFIRMED ON SITE.

A/C AC UNIT - LOCATION TO BE CONFIRMED ON SITE. PROVIDE SCREENS WITH NON-CLIMBABLE ELEMENTS AROUND OR IN FRONT OF THE AIR-CONDITIONING CONDENSER UNIT IF LOCATED ON BALCONY

DNOTES LOCATION OF SMOKE ALARMS TO BE PROVIDED AND INSTALLED IN ACCORDANCE WITH AS 3786-2014. THE SMOKE ALARM SHALL BE HARD WIRED WITH A BATTERY BACKUP - ALL DETECTORS TO BE INTERCONNECTED WITH EACH OTHER AND SOUND AS ONE

CEILING MOUNTED EXHAUST FAN TO DISCHARGE DIRECT TO OUTSIDE AIR - FITTED WITH SELF CLOSER MINIMUM FLOW RATE OF DISCHARGE TO EXHAUST SYSTEM TO KITCHEN AND LAUNDRY - 40L/s; AND BATHROOM & SANITARY COMPARTMENTS - 25L/s AS PER NCC, VOL 2 2019 CLAUSE 3.8.7.3

EXHAUST FANS MUST BE DISCHARGED DIRECTLY OR VIA A SHAFT OR DUCT TO OUTDOOR AIR

SKL SKYLIGHT TO BUILDER'S SELECTION - INSTALL TO MANUF. SPECS

SKL2 OPENABLE ROOF/SKYLIGHT HATCH TO BUILDER'S SELECTION - INSTALL TO MANUF. SPECS

ST SOLAR TUBE - INSTALL TO MANUF. SPECS

EVC PROVISION FOR FUTURE CAR CHARGING POINT LEVEL 2 (MODE 3) 7kW 32 AMP EV CART CHARGING PORT

CAPPING COLORBOND TO BUILDER'S SELECTION

ALL TIMBER FRAMING WORKS TO COMPLY WITH TIMBER FRAMING CODE AS 1684 - 2010

SPECIFICATION

SOIL CLASSIFICATION REFER TO SOIL REPORT

CEILING HEIGHT 2600mm GROUND FLOOR / 2550mm FIRST FLOOR

ROOF LOAD WIDTH CONFIRM WITH TRUSS MANUFACTURER/ENGINEER

ROOFING TYPE KLIPOK 0.48 @ 2" MIN. PITCH
SELECTED METAL ROOF SHEETING @ 25' PITCH

ROOFING MASS 40 KG/M2

EXTERNAL WALLS 270mm- REINFORCED BLOCK WALL TO ENGINEERS DETAILS

TIMBER STUD WALL LINED WITH SELECTED LIGHTWEIGHT CLADDING
- HEBEL CLADDING
- SCYON AXON CLADDING

INTERNAL LEAF TIMBER STUD WALL LINED WITH PLASTERBOARD

FOOTINGS REFER TO ENGINEER'S DRAWINGS

BOTTOM WALL PLATE REFER TO ENGINEER'S DRAWINGS

STUDS REFER TO ENGINEER'S DRAWINGS

BRACING FLAT METAL WITH TENSIONER AND PLYWOOD BRACING AS REQUIRED TO AS 1684 & AS 2269 - REFER TO ENG'S DETAILS

TOP WALL PLATES REFER TO ENGINEER'S DRAWINGS

LINTELS REFER TO ENG'S DETAILS

JAMB STUDS REFER TO ENG'S DETAILS

ROOF FRAMING TIMBER TRUSSES OR RAFTERS 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 MIN. 120 x 35 MGP10 GRADED BATTENS @ 900 CTRS REFER TO ROOF SHEETING MANUFACTURERS DETAILS FOR SPECIFIC INSTALLATION REQUIREMENTS

LETTERBOX TO BUILDER'S SELECTION

FIRST FLOOR FLOORING SUSPENDED CONCRETE SLAB TO ENG'S DETAILS

FLOOR FINISHES CERAMIC TILES TO OWNER'S SELECTION WHERE INDICATED ON PLAN

ROOFING KLIPOK 0.48 @ 2" MIN. PITCH
SELECTED METAL ROOF SHEETING @ 25' PITCH

INTERNAL DOORS TO BUILDER'S SELECTION

SKIRTS & ARCH'S TO BUILDER'S SELECTION

FLOOR & WALL TILING TO ALL WET AREAS, TO OWNER'S SELECTION

ROOF INSULATION AS PER ENERGY RATING REPORT

WALL INSULATION AS PER ENERGY RATING REPORT

ELECTRICAL TO AUTHORITY REQUIREMENTS

EXTERNAL PAINTING TO EXTERNAL FINISH SCHEDULE

INTERNAL PAINTING TO BUILDER'S SELECTION

INTERNAL WALL LINING 10MM PLASTERBOARD
10MM WATER RESISTANT PLASTERBOARD TO WET AREAS

CEILING LINING 10MM PLASTERBOARD (450mm SPAN)

PLUMBING TO MELBOURNE WATER REQUIREMENTS

CUPBOARDS - KITCHEN & BATHRM TO BUILDER'S SELECTION

FLASHING 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 TRADESMAN LIKE MANNER AND IN ACCORDANCE WITH THE BEST TRADE PRACTICES

CAPPING COLORBOND TO BUILDER'S SELECTION

ALL TIMBER FRAMING WORKS TO COMPLY WITH TIMBER FRAMING CODE AS 1684 - 2010

WALL TYPES

90mm TIMBER FRAME AS PER SPEC (INTERNAL WALLS)

190mm REINFORCED BLOCK WALL TO ENGINEERS DETAILS
FURRING CHANNEL (28mm) WITH DIRECT FIX CLIPS
INSULATION AS PER ENERGY RATING
10mm PLASTERBOARD

190mm REINFORCED BLOCK WALL TO ENGINEERS DETAILS

150mm PRECAST CONCRETE PANELS TO ENGINEERS DETAILS

200mm PRECAST CONCRETE PANELS TO ENGINEERS DETAILS

150mm PRECAST CONCRETE PANELS TO ENGINEERS DETAILS

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150mm PRECAST CONCRETE PANELS TO ENGINEERS DETAILS

200mm PRECAST CONCRETE PANELS TO ENGINEERS DETAILS

Rev Date Issue Int.

P8 JAN24 CLIENT AMENDMENTS EC

A MAR24 BUILDING PERMIT ISSUE EC

B NOV24 ADD FRONT FENCE EC

Actions	Requirements
Building tuning	n/a
Building Users Guide	n/a
Low VOC paints, Sealants, Adhesives	use low VOC paints, Sealants, Adhesives sealants and adhesives
Construction Management Plan	Prepare Construction Waste Management Plan to maximise recycling of construction waste
Material Re-use	n/a
Timber	All timber to be FSC or AFS certified
Water efficient appliances	Specify and install minimum 5 star WELS
Water efficient showers	install minimum 3 star Showerheads (≥6.0s/7.5)
Water efficient taps	Specify and install minimum 6 star WELS
Water efficient toilets	Specify and install minimum 4 star WELS
Rainwater Tank	12 x 2500L RWT or 30000L combined
Raingardens	N/A
Bicycle space	Provide minimum 3 visitor bicycle rack
Clothes drying	Clothesline to be provided
Metering	Separate metering to main driveway
Shading devices	External shading are required to all eastern, western and exposures windows only
Motion/time switch controls	External lighting to be controlled by motion sensors
Lighting	4W/m ² Commitments
Hot water heating	6 stars instantaneous gas hot water system
Insulation and sealing	R2.5 walls, R5.0 ceilings
Window glazing	Double glazing to all windows
HVAC	WITHIN 1 STAR OF THE BEST AVAILABLE
Car charging	Electrical design to allow for future car charging point Level 2 (Mode 3) 7 kW 32 Amp EV car charging per port
Energy efficient appliances	All appliances installed by the developer will be specified within half an energy efficiency star of the best available
Water quality protection	Implement water quality protection measures during construction
Waste separation	Design and install of waste and recycling bins in cabinetry

SITE PLAN NOTES

SITE PREPARATION NOTES :

ALL VEGET. & CONC. PAVING TO BE REMOVED FROM AREA OF CONSTRUCTION. ANY FILLING UNDER PAVING SLABS TO BE FCR, GRADE 2A MATERIAL OF 50MM (MAX) SIZE COMPACTED IN 200 MM THICK (MAX) LAYERS TO GIVE 100% STANDARD COMPACTION.

SITE PLAN NOTES

ALL FRC, RCP, EW & SEWER QUALITY PVC PIPES UNDER TRAFFICABLE PAVING TO HAVE 450MM MIN. COVER. STORMWATER QUALITY PVC PIPES TO HAVE 600MM MIN. COVER. ALL PIPES IN GARDEN AREAS TO HAVE 300MM COVER

PLANNING PERMIT

REFER TO PLANNING PERMIT 716692 ISSUED BY CITY OF WHITTLESEA COUNCIL FOR ALL CONDITION DETAILS DATED 25TH OCTOBER 2020 AND AMENDED 16TH NOVEMBER 2022

SERVICES

- ALL REQUIRED SERVICES
- WATER SUPPLY
- ELECTRICITY
- SEWERAGE
- DRAINAGE
- GAS

NO EXTERIOR PLANT EQUIPMENT SHALL BE PLACED ON THE ROOF SO AS TO BE VISIBLE FROM A PUBLIC ROAD ALL PLUMBING & EXTERNAL SERVICES ON EXTERNAL WALLS (EXCEPT DOWNPIPES) SHALL BE CONCEALED WITHIN THE WALLS

LEGAL POINT OF DISCHARGE

REFER TO LEGAL POINT OF DISCHARGE AND APPROVED CIVIL DRAWINGS FOR DETAILS

STORMWATER

ROOFING AS PER SPEC. FIX ROOFING IN ACCORDANCE WITH MANU. SPEC. AND INSULATION AS PER SPEC. PROVIDE ALL COLORBOND FLASHINGS AS REQUIRED TO PROVIDE A WATERTIGHT INSTALLATION. CONNECT ALL NEW DOWNPIPES TO LEGAL POINT OF DISCHARGE AS PER ENGINEERS DRAWINGS/EAVES GUTTERS AS PER SPEC. MIN 1:100 FALL TOWARDS DOWNPIPES. BOX GUTTER AS PER SPEC. MIN 1:100 FALL TOWARDS OUTLET. ALL DOWNPIPES AS PER SPEC.

ALL MECHANICAL AND OTHER SERVICE PENETRATIONS THROUGH ROOF SHALL BE FULLY FLASHED AND MADE WATERTIGHT

GRADE ALL FINISHED GROUND SURFACES AWAY FROM DWELLINGS

PORCH MIN. 85mm BELOW FFL AND NO GREATER THAN 170mm

CONFIRM ELECTRICAL METERBOX & CIRCUIT BOARD LOCATIONS ON SITE WITH BUILDER

REFER TO ENGINEER'S DETAILS & SOIL REPORT FOR REQUIREMENTS IN FOOTINGS & BUILDING OVER REMOVED OR RETAINED TREES FOR THIS SITE OR ADJACENT

ENSURE NO PART OF ANY BUILDING IS TO ENCRoACH THE TITLE BOUNDARY

SCRAPE/CUT LOCALLY WHERE REQUIRED TO ENSURE MIN. 200mm FREEBOARD

SETOUT TO BE DONE BY LICENSED LAND SURVEYOR. ANY DISCREPANCIES TO BE RESOLVED PRIOR TO CONSTRUCTION COMMENCING

SEWER & DRAINAGE

1500 PVC-NP MAIN SEWER PIPE

AVERAGE DEPTH: 1.94m
OFFSET: UNKNOWN
CONFIRM EXACT POSITION ON SITE PRIOR TO CONSTRUCTION

2250 PVC-NP MAIN SEWER PIPE

AVERAGE DEPTH: 2.13m
OFFSET: UNKNOWN
CONFIRM EXACT POSITION ON SITE PRIOR TO CONSTRUCTION

2250 PVC-NP MAIN SEWER PIPE

AVERAGE DEPTH: 1.92m
OFFSET: UNKNOWN
CONFIRM EXACT POSITION ON SITE PRIOR TO CONSTRUCTION

3000 MAIN STORMWATER DRAINAGE

DEPTH TO INVERT LEVEL: UNKNOWN
OFFSET: UNKNOWN
CONFIRM EXACT POSITION ON SITE PRIOR TO CONSTRUCTION

3000 MAIN STORMWATER DRAINAGE

DEPTH TO INVERT LEVEL: UNKNOWN
OFFSET: UNKNOWN
CONFIRM EXACT POSITION ON SITE PRIOR TO CONSTRUCTION

SITE PLAN LEGEND

BOUNDARY FENCES

CONTOURS

SEWER TIE IN POINT - RELOCATE TO LOCAL AUTHORITY REQUIREMENTS IF REQUIRED

TBM

EXISTING SITE LEVELS

SIDE ENTRY PIT

SEWER MAN HOLE

STORM WATER TANK

GRATED PIT

FIRE HYDRANT

ELECTRICITY PIT

TELECOMMUNICATIONS PIT

ROAD SIGN

HABITABLE ROOM WINDOW

NON HABITABLE ROOM WINDOW

INVERT OF KERB

PRIVATE OPEN SPACE

NAIL

LIGHT POST

MAIN SWITCH BOARD

EXISTING / NEIGHBORING / STREET TREES

LETTER BOX / POST BOX

WATER METER - LOCATION TO BE CONFIRMED

GAS METER - LOCATION TO BE CONFIRMED

METER BOX - LOCATION TO BE CONFIRMED

AIR CONDITIONING UNITS

HOT WATER SERVICE UNITS

RETAINING WALL AS PER ENG'S DESIGN

1.8m HIGH METAL SLAT FENCE

1.8m HIGH TIMBER PALING FENCE

TIMBER PALING FENCE HEIGHT TO BE MIN. 1.7m ABOVE STAIR LANDING

1.2m HIGH METAL SLAT FENCE

GATE

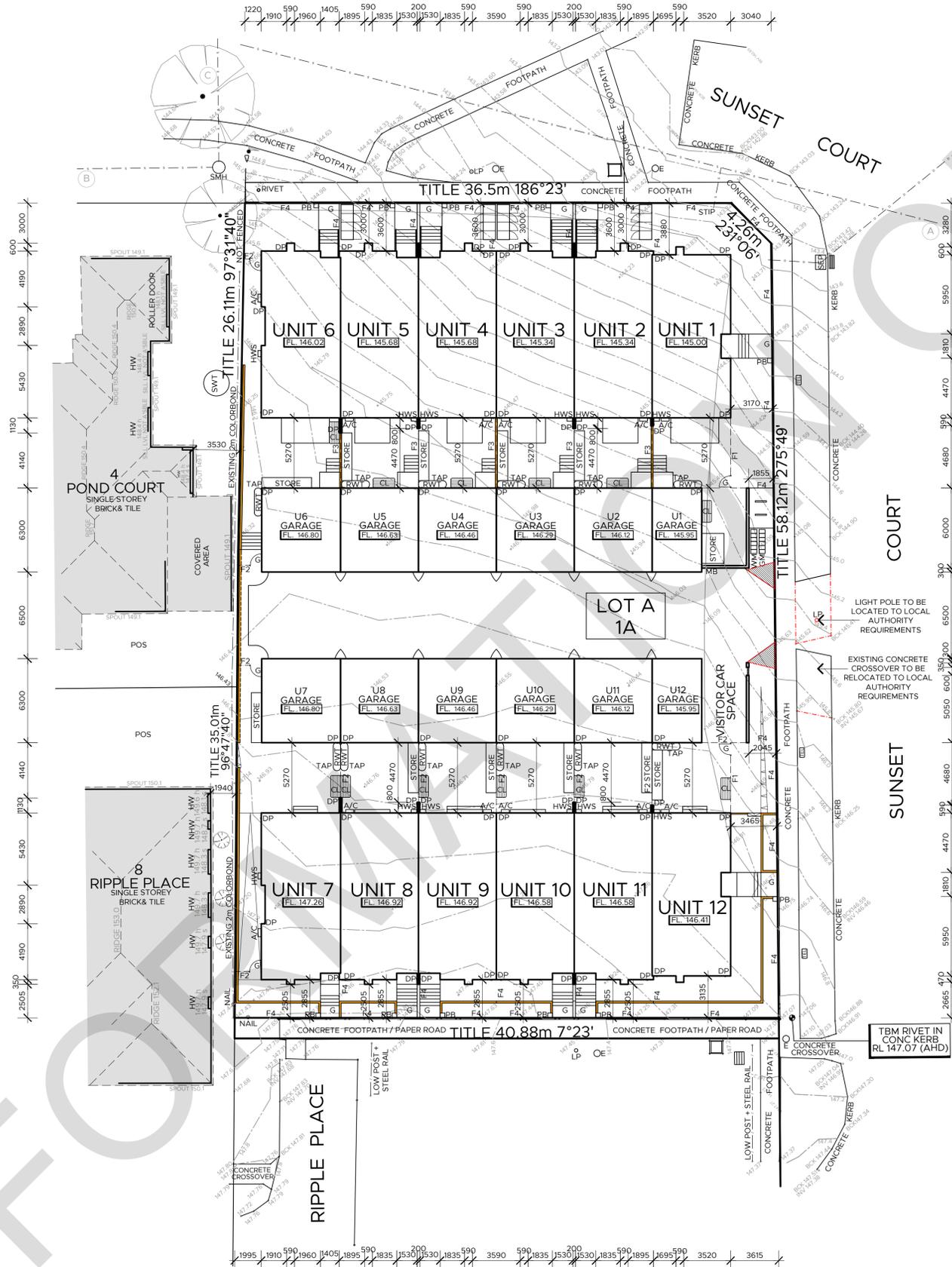
EXTERNAL STORAGE (6M3)

CLOTHES LINE TO OWNER'S SELECTION

2500L RAIN WATER TANK TO OWNER'S SELECTION CONNECTED TO TOILETS FOR FLUSHING AND IRRIGATION TAP CONNECTED TO WATER TANK

EXTERNAL BICYCLE PARKING RAILS (TOTAL 4 BICYCLE SPACES)

PEDESTRIAN VISIBILITY SPLAY NOTE:
PEDESTRIAN VISIBILITY SPLAYS MEASURING 2.0m (WIDTH ACROSS THE FRONTAGE) BY 2.5m (DEPTH INTO SITE), TO THE SIDES OF THE PROPOSED CONCRETE CROSSOVERS, ANY STRUCTURES OR VEGETATION WITHIN THESE SPLAYS MUST NOT BE MORE THAN 0.9m IN HEIGHT



SITE PLAN

SCALE 1:200

GROSS BUILDING AREA / LOT:

SITE AREA: 2515.26m ²						
	UNIT 1	UNIT 2	UNIT 3	UNIT 4	UNIT 5	UNIT 6
GROUND	71.31m ²	72.96m ²	72.89m ²	72.89m ²	73.02m ²	73.50m ²
FIRST	65.13m ²	70.53m ²	69.99m ²	69.99m ²	70.55m ²	69.18m ²
PORCH	2.38m ²	1.77m ²	1.77m ²	1.77m ²	1.77m ²	1.62m ²
GARAGE	23.46m ²	36.85m ²	36.85m ²	36.85m ²	36.85m ²	37.32m ²
TOTAL	162.28m ² (17.44SQ)	182.13m ² (19.58SQ)	181.50m ² (19.51SQ)	181.50m ² (19.51SQ)	182.19m ² (19.59SQ)	181.62m ² (19.52SQ)
	UNIT 7	UNIT 8	UNIT 9	UNIT 10	UNIT 11	UNIT 12
GROUND	73.35m ²	72.85m ²	72.72m ²	72.72m ²	72.79m ²	71.23m ²
FIRST	69.18m ²	70.55m ²	69.99m ²	69.99m ²	70.55m ²	65.13m ²
PORCH	1.17m ²	1.29m ²	1.29m ²	1.29m ²	1.29m ²	2.38m ²
GARAGE	37.32m ²	36.85m ²	36.85m ²	36.85m ²	36.85m ²	23.46m ²
TOTAL	181.02m ² (19.46SQ)	181.54m ² (19.52SQ)	180.85m ² (19.44SQ)	180.85m ² (19.44SQ)	181.48m ² (19.51SQ)	162.20m ² (17.44SQ)

WD-03



(SUNSET PLACE)
1a SUNSET COURT, EPPING
RESIDENTIAL DEVELOPMENT
SITE PLAN AND SITE PLAN NOTES

JOB NO. 00925 SCALE 1:200 @ A1

IKONDIS.COM.AU

IKONMIDIS
DESIGN STUDIO

Rev	Date	Issue	Int.
P8	JAN24	CLIENT AMENDMENTS	EC
A	MAR24	BUILDING PERMIT ISSUE	EC
B	NOV24	ADD FRONT FENCE	EC
C	JUN25	AMENDMENTS	EC
D	JUN25	AMENDMENTS	EC

LEGEND

REFER TO LANDSCAPE DESIGN BY KEYSTONE ALLIANCE JOB NO: L9474 IN CONJUNCTION WITH ENGINEERS DRAWINGS FOR ALL DETAILS RELATING TO PAVING MATERIAL, TYPE & FINISH

REFER TO APPROVED DRAINAGE AND SITE WORKS PLAN BY HANNA CONSULTING JOB NO: HC107804 FOR ALL DRIVEWAY LEVELS

- LAWN/GARDEN/PERMEABLE AREAS
- CONCRETE DRIVEWAY/PATH/STEPS
- PAVING
- F1 1.8m HIGH METAL SLAT FENCE
- F2 1.8m HIGH TIMBER PALING FENCE
- F3 TIMBER PALING FENCE HEIGHT TO BE MIN. 1.7m ABOVE STAIR LANDING
- F4 1.2m HIGH METAL SLAT FENCE
- G GATE
- FSL 144.80 FINISHED SURFACE LEVEL

RETAINING WALLS AGI DRAINS

PROVIDE AGI DRAINS AT THE BASE OF ALL CUTS, BATTERS AND RETAINING WALLS. CONNECT TO NEW STORMWATER SYSTEM VIA SILT PITS - SILT PIT LOCATIONS TO BE DETERMINED ON SITE - REFER TO ENGINEER'S DRAWINGS FOR FURTHER DETAILS (REFER TO ELEVATIONS FOR HEIGHT OF RETAINING WALLS)



LOCATION OF RETAINING WALLS AND BATTER - CONFIRM EXTENT ON SITE - REFER TO ENG'S PLANS FOR RETAINING WALL DETAILS



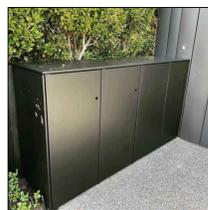
TYP. LETTER BOX DETAIL

SCALE 1:50



FENCE 4 ELEVATION

SCALE 1:50



UNIT 2, 3, 4 & 5 BIN ENCLOSURE NOT TO SCALE 1.2m HIGH TO MATCH FRONT FENCE



EXTERNAL WORKS PLAN

SCALE 1:200

WD-04



(SUNSET PLACE)
1a SUNSET COURT, EPPING
RESIDENTIAL DEVELOPMENT
EXTERNAL WORKS PLAN

JOB NO. 00925 SCALE 1:200 @ A1

IKONDIS.COM.AU

IKONDIS
DESIGN STUDIO

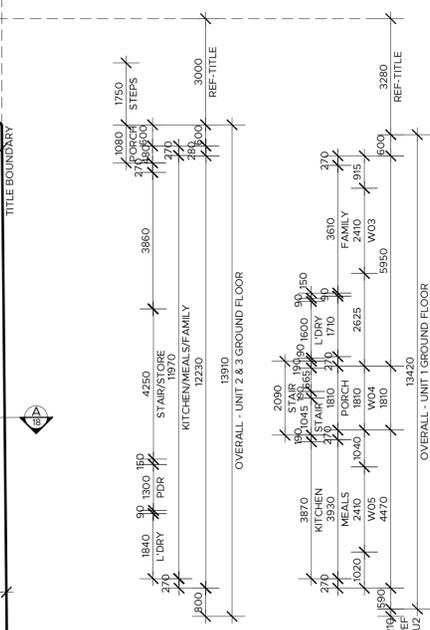
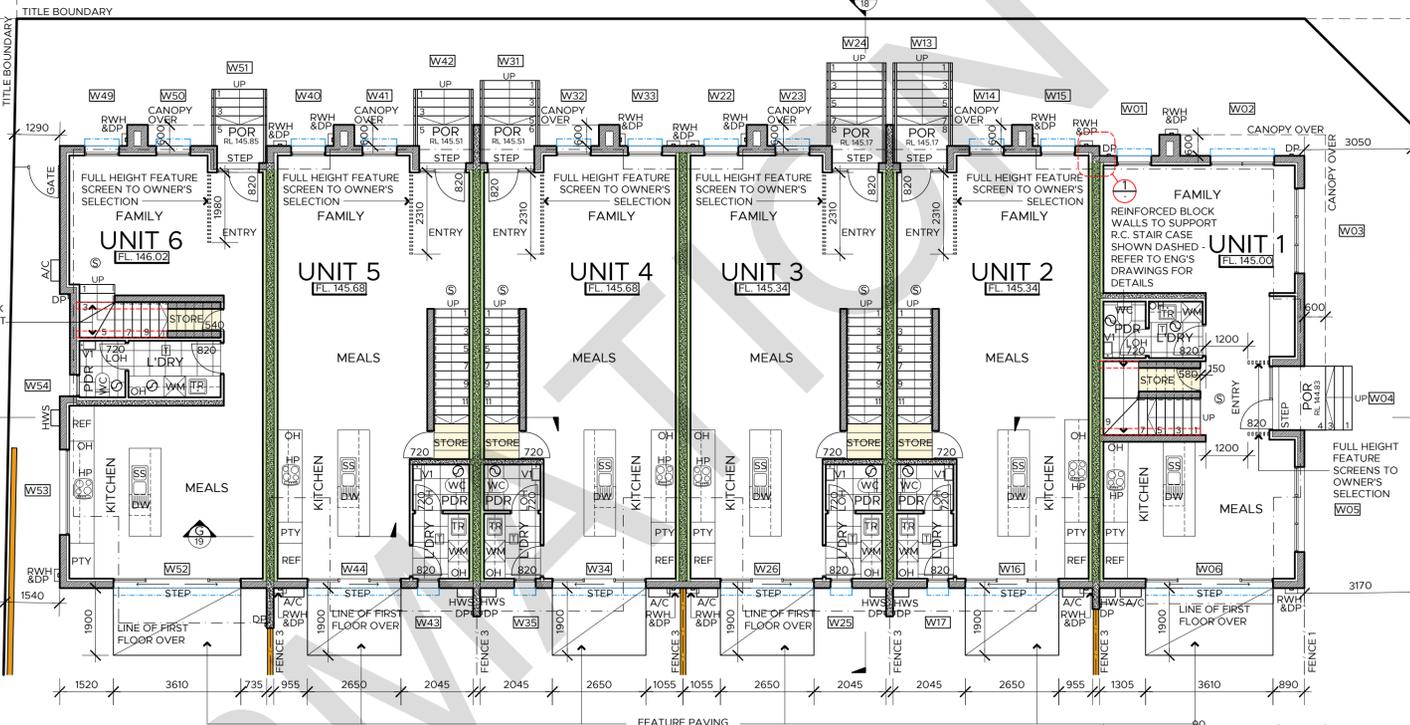
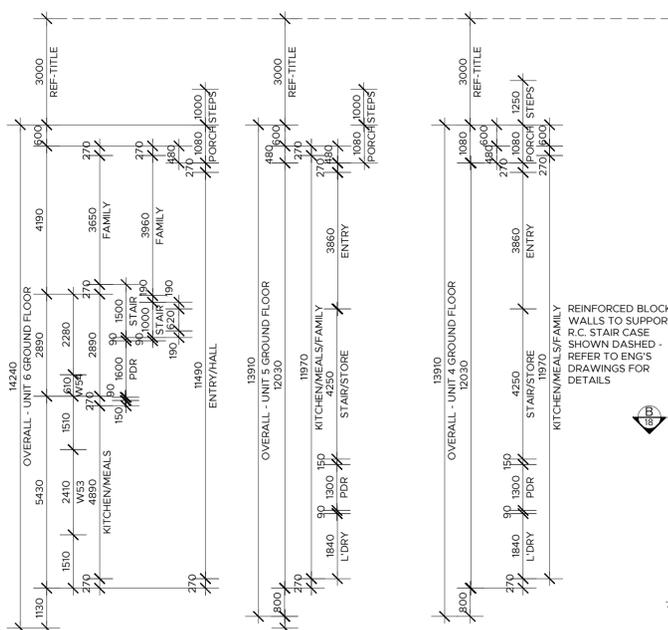
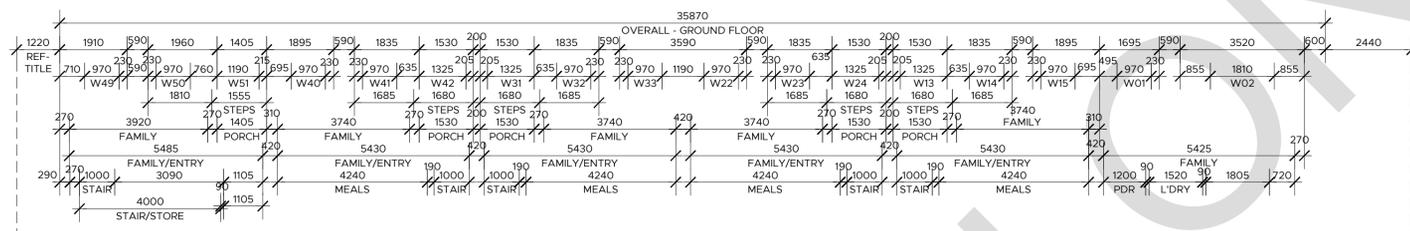
Rev	Date	Issue	Int.
P8	JAN24	CLIENT AMENDMENTS	EC
A	MAR24	BUILDING PERMIT ISSUE	EC
B	NOV24	ADD FRONT FENCE	EC
C	JUN25	AMENDMENTS	EC
D	JUN25	AMENDMENTS	EC

NOTES:

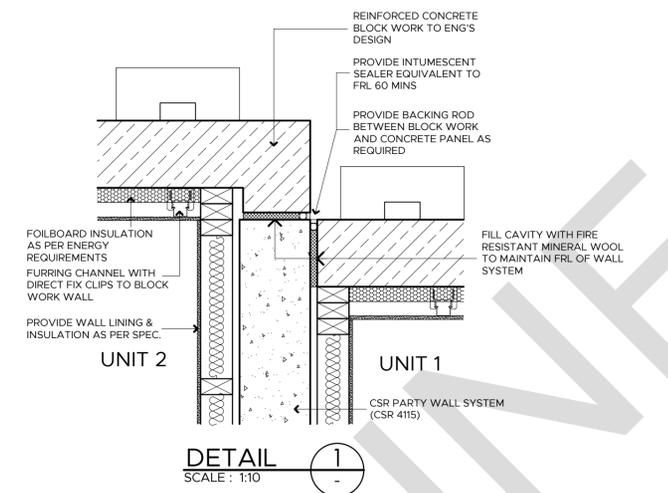
- CONFIRM MANHOLE ACCESS TO ROOF SPACES ON SITE
- A/C SERVICES, DUCTING & FIXTURE LOCATIONS TO BE DETERMINED ON SITE
- EXHAUST RANGEHOOD EXTERNALLY - CONFIRM ON SITE
- FLOOR WASTES TO PWD, L'DRY, BATH, WC AND ENSUITE TO BE CONFIRMED ON SITE
- PROVIDE HEAD FLASHINGS / WEEPHOLES ABOVE OPENINGS IN BRICK VENEER WALLS
- NO PART OF BUILDING TO ENCRoACH TITLE BOUNDARY
- PROVIDE RECESS IN FLOOR STRUCTURE FOR ALL SHOWER BASE

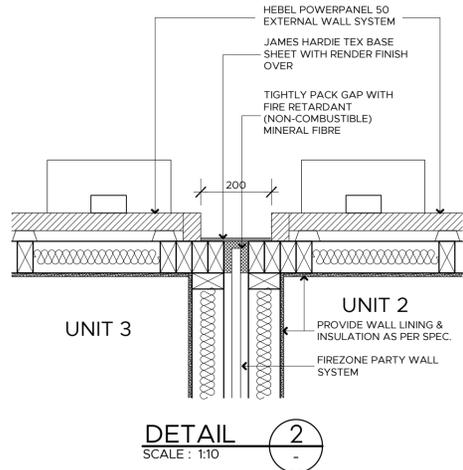
REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR DETAILS OF ALL STRUCTURAL MEMBER AND REQUIREMENTS AND LOCATION OF EXPANSION JOINTS TO REINFORCED BLOCK WORK WALL.

- PROVIDE RAKING BULKHEAD TO UNDERSIDE OF STAIR
- EXTERNAL SHADING DEVICE
EXTERNAL ROLLER BLINDS
AUTOMATIC OR MANUAL CRANK OPERATION TO OWNER'S SELECTION TO ALL EASTERN AND WESTERN WINDOWS
- RETAINING WALLS - CONFIRM EXIST ON SITE - REFER TO ENG'S PLAN FOR RETAINING WALL DETAILS.

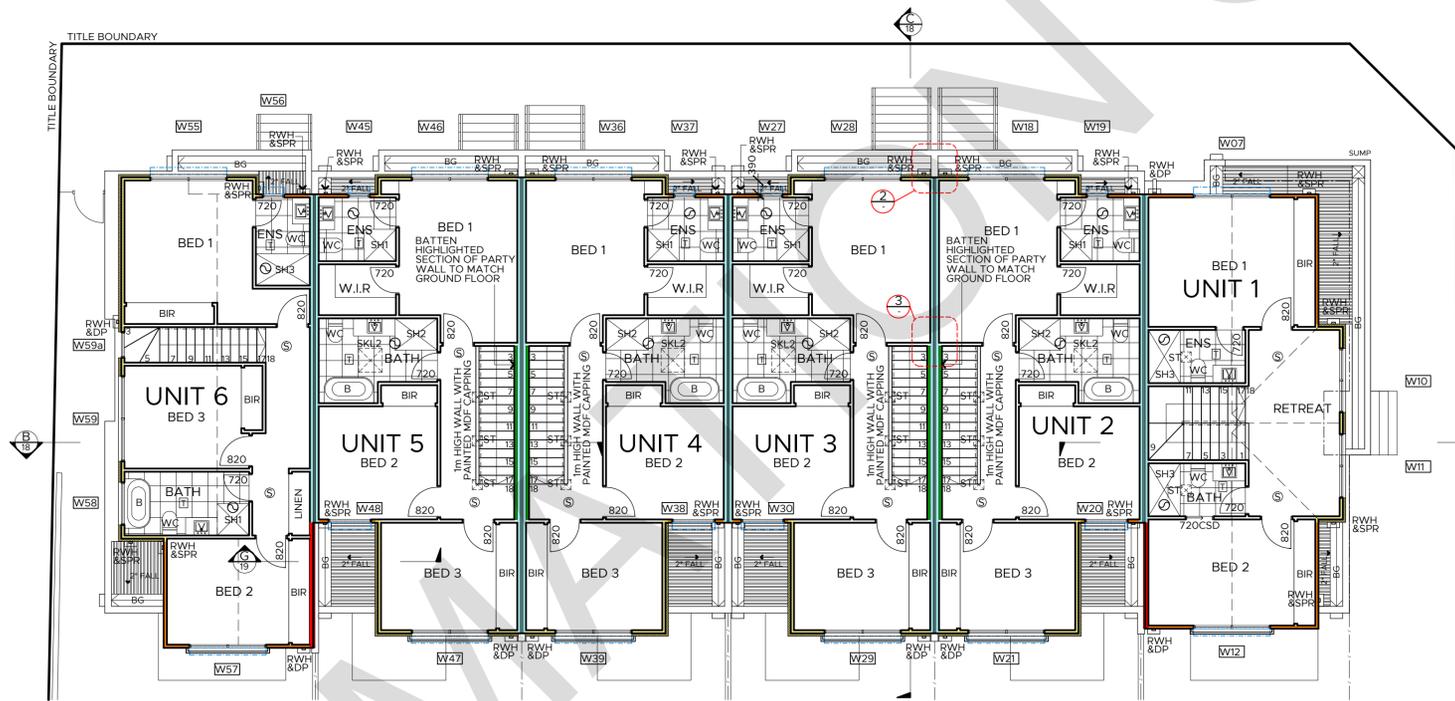
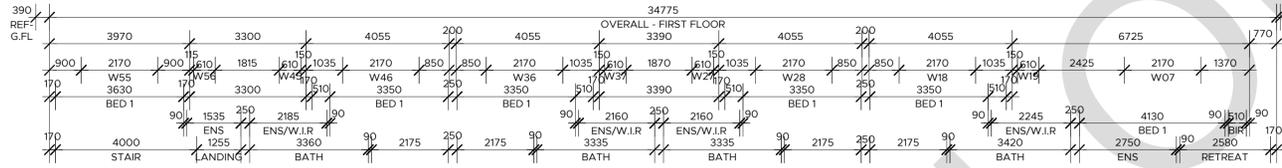


UNIT 1-6 GROUND FLOOR PLAN
SCALE 1:100

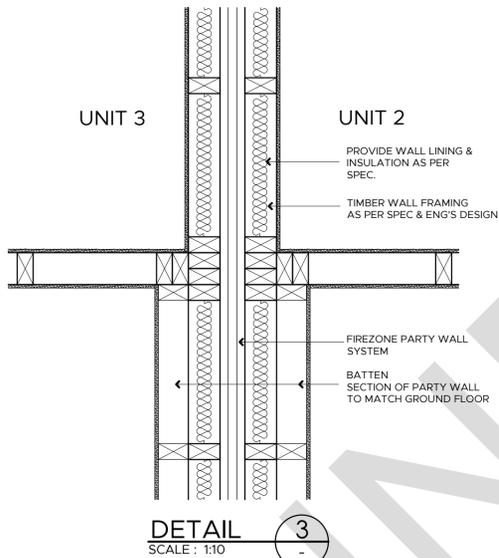




DETAIL 2
SCALE: 1:10



UNIT 1-6 FIRST FLOOR PLAN
SCALE 1:100



DETAIL 3
SCALE: 1:10

Rev	Date	Issue	Int.
P8	JAN24	CLIENT AMENDMENTS	EC
A	MAR24	BUILDING PERMIT ISSUE	EC
B	NOV24	ADD FRONT FENCE	EC
C	JUN25	AMENDMENTS	EC
D	JUN25	AMENDMENTS	EC

EXTERNAL SHADING DEVICE
EXTERNAL ROLLER BLINDS
AUTOMATIC OR MANUAL CRANK OPERATION
TO OWNER'S SELECTION
TO ALL EASTERN AND WESTERN WINDOWS

ROOF LEGEND

- DP DOWNPIPE AS PER SPEC
- SPD SPREADER AS PER SPEC
- BG BOX GUTTER
350 HIGH x 150 DEEP MIN.
OVER 20mm MARINE PLY BASE LAID TO
MIN. 1:100 FALL TO ADJACENT OUTLET
- RWH RAIN WATER HEAD
- WEIR OF RAINWATER HEAD OVERFLOW MUST BE 25mm
BELOW THE SOLE OF THE BOX GUTTER
- ENSURE THE WIDTH OF THE OVERFLOW IS EQUAL TO
THE WIDTH OF THE RAINWATER HEAD
- NED KELLY SLOTS, ROUND HOLES & VERTICAL
CHUTE/DUCTS ARE NOT PERMITTED
- SUMP SUMP TO RESPONSIBLE AUTHORITY REQUIREMENTS
- SIZE TO BE CONFIRMED ON SITE
- KLIPLOK 0.48 @ 2° MIN. PITCH
- FALL DIRECTION

WINDOWS W08 & W09 DELETED

WD-06

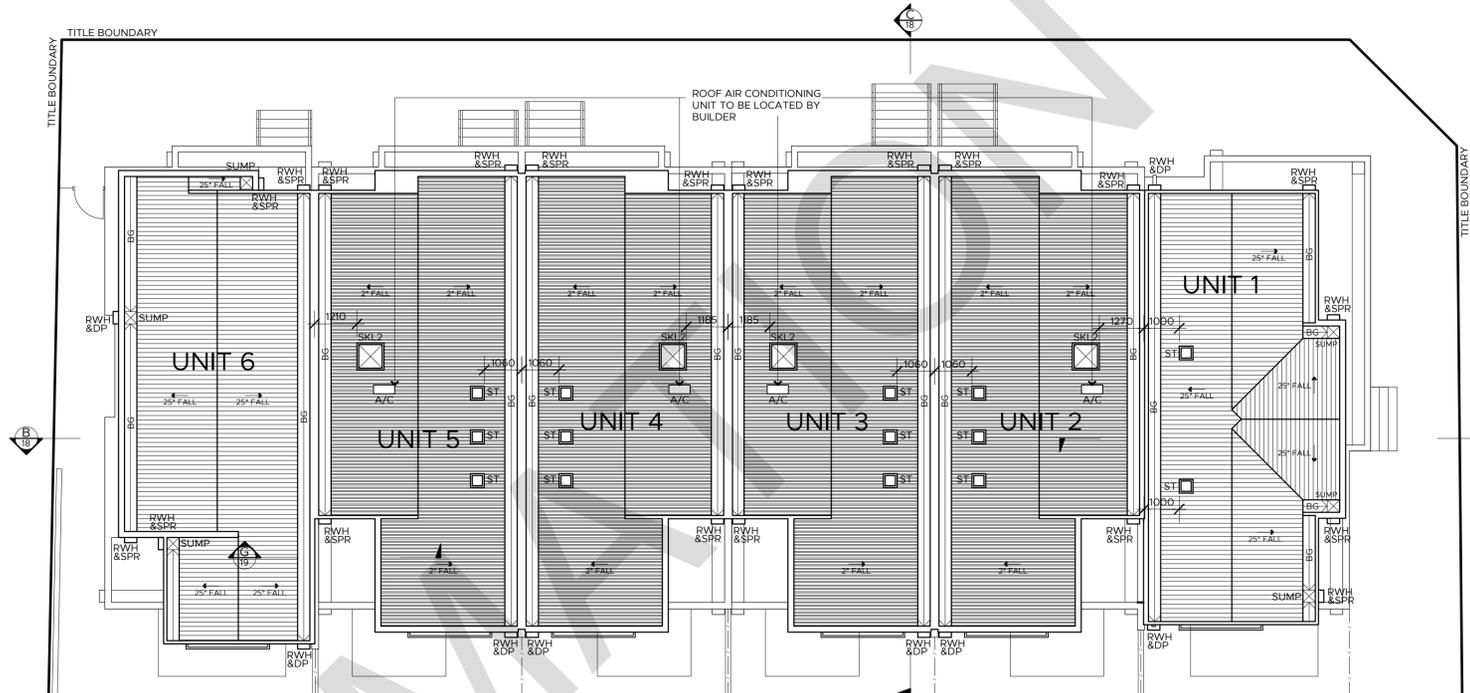


(SUNSET PLACE)
1a SUNSET COURT, EPPING
RESIDENTIAL DEVELOPMENT

UNIT 1-6
FIRST FLOOR PLAN

JOB NO. 00925 SCALE 1:100 @ A1

Rev	Date	Issue	Int.
P8	JAN24	CLIENT AMENDMENTS	EC
A	MAR24	BUILDING PERMIT ISSUE	EC
B	NOV24	ADD FRONT FENCE	EC
C	JUN25	AMENDMENTS	EC
D	JUN25	AMENDMENTS	EC



UNIT 1-6 FIRST FLOOR ROOF PLAN
SCALE 1:100

NOTES

ROOFING AS PER SPEC.
 FIX ROOFING IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS OVER SISALATION AND INSULATION AS PER SPEC.
 PROVIDE ALL FLASHINGS AS REQUIRED TO PROVIDE A WEATHERTIGHT INSTALLATION. ALL FLASHING AS PER SPEC.
 CONNECT ALL NEW DOWNPIPES TO LEGAL POINT OF DISCHARGE
 PROVIDE COLORBOND CAPPING OVER ALL PARAPETS
 WHERE THERE IS A CHANGE IN ROOF MATERIAL/PITCH, PROVIDE SUITABLE FLASHING & ENSURE A WATER TIGHT FINISH

ALL ROOF FRAMING TO CLEAR SKYLIGHT AND SOLAR TUBE LOCATIONS

LEGEND

- DP DOWNPIPE AS PER SPEC
- SPD SPREADER AS PER SPEC
- BG BOX GUTTER
350 HIGH x 150 DEEP MIN.
OVER 20mm MARINE PLY BASE LAID TO MIN. 1:100 FALL TO ADJACENT OUTLET
- RWH RAIN WATER HEAD
- WEIR OF RAINWATER HEAD OVERFLOW MUST BE 25mm BELOW THE SOLE OF THE BOX GUTTER
- ENSURE THE WIDTH OF THE OVERFLOW IS EQUAL TO THE WIDTH OF THE RAINWATER HEAD
- NED KELLY SLOTS, ROUND HOLES & VERTICAL CHUTE/DUCTS ARE NOT PERMITTED
- EG FASCIA GUTTER
- COLORBOND QUAD GUTTER OR SIMILAR TO BUILDER'S SELECTION
- PROVIDE SLOTTED OVERFLOW GUTTERING TYP. WHERE DP'S CANNOT BE PROVIDED @ MAX 1200 FROM VALLEY LOCATIONS.
- SUMP SUMP TO RESPONSIBLE AUTHORITY REQUIREMENTS
- SIZE TO BE CONFIRMED ON SITE
- SKL SKYLIGHT TO BUILDER'S SELECTION - INSTALL TO MANUF. SPECS
- SKL2 OPENABLE ROOF/SKYLIGHT HATCH TO BUILDER'S SELECTION - INSTALL TO MANUF. SPECS
- ST SOLAR TUBE - INSTALL TO MANUF. SPECS
- [Hatched Box] KLIPILOK 0.48 @ 2° MIN. PITCH
- [Horizontal Line Box] SELECTED METAL ROOF SHEETING @ 25° PITCH
- [Arrow] FALL DIRECTION

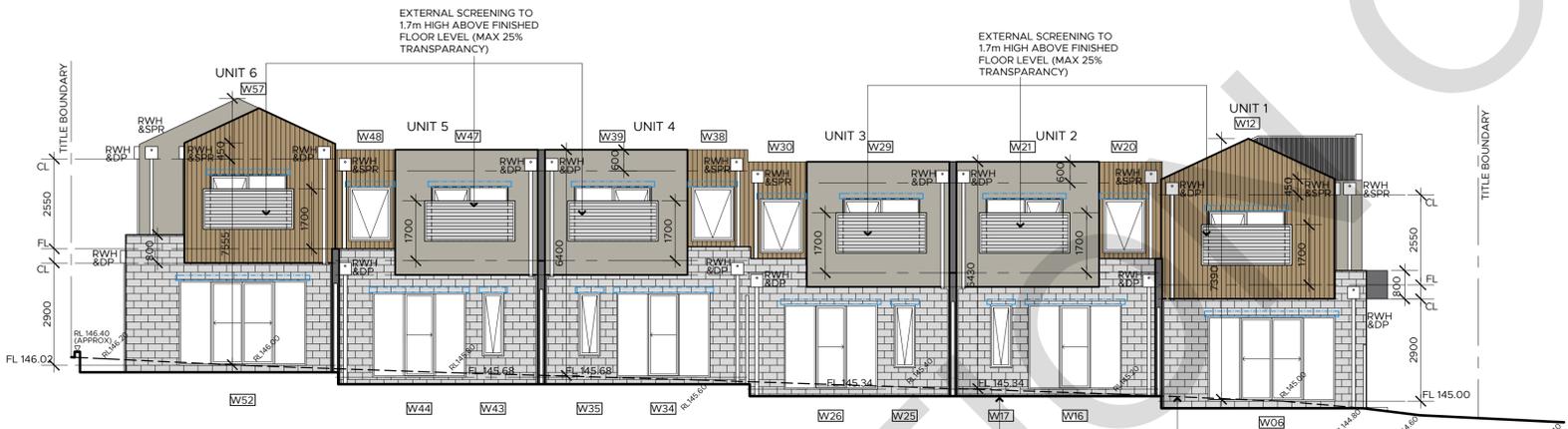
ALL ROOF PENETRATIONS TO BE SUITABLY FLASHED AND SEALED TO ENSURE WATERTIGHT FINISH

ALL SUMPS TO HAVE AN OVERFLOW PROVISION

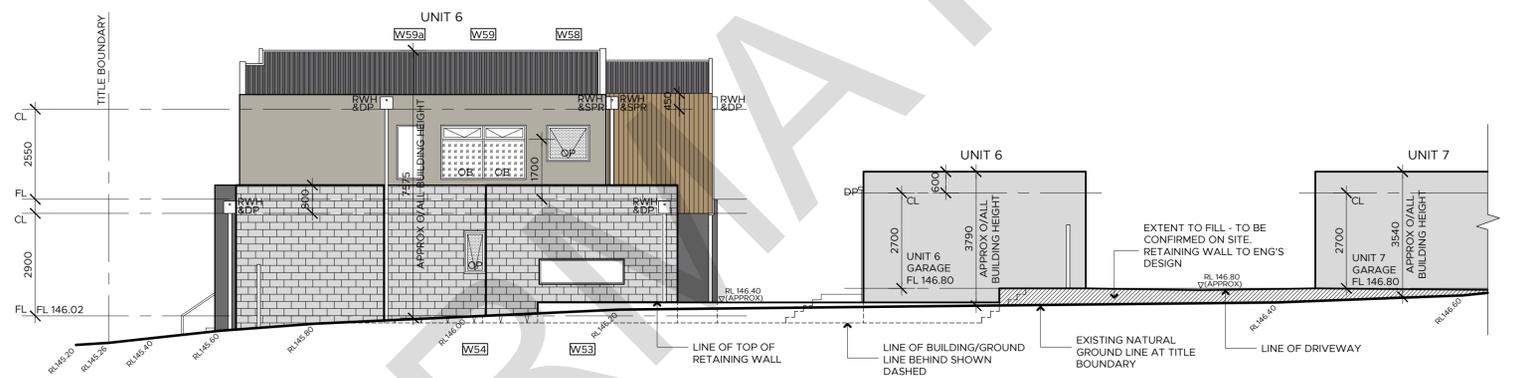
PROVIDE ADEQUATE OVERFLOW PROVISION TO ALL BOX GUTTERS AT ENDS THROUGH PARAPETS ETC.



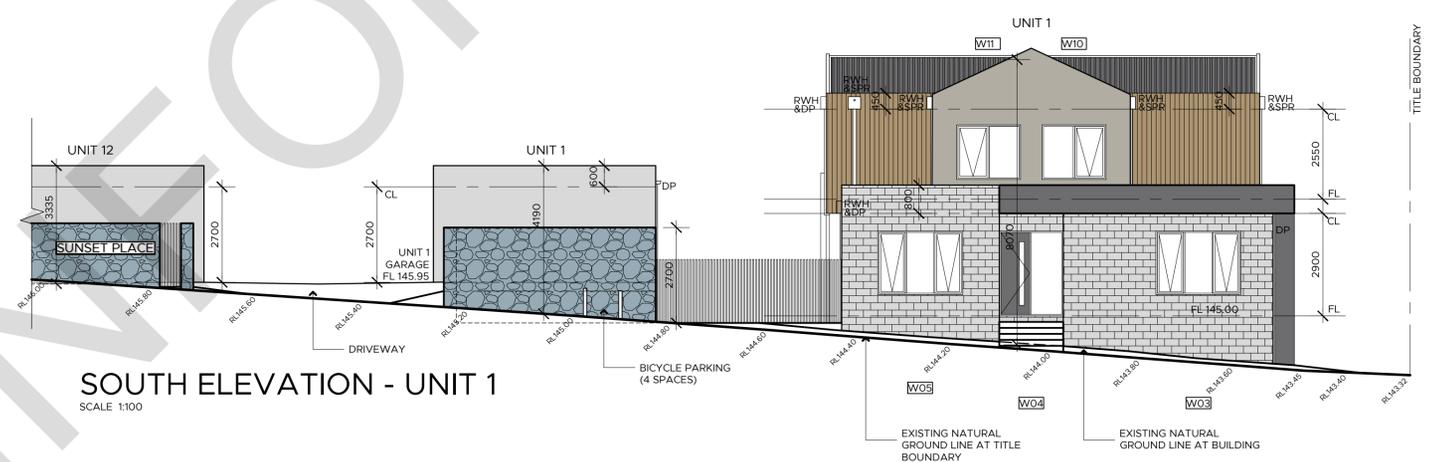
EAST ELEVATION - UNIT 1-6
SCALE 1:100



WEST ELEVATION - UNIT 1-6
SCALE 1:100



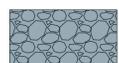
NORTH ELEVATION - UNIT 6
SCALE 1:100



SOUTH ELEVATION - UNIT 1
SCALE 1:100

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COLOUR & MATERIAL SCHEDULE

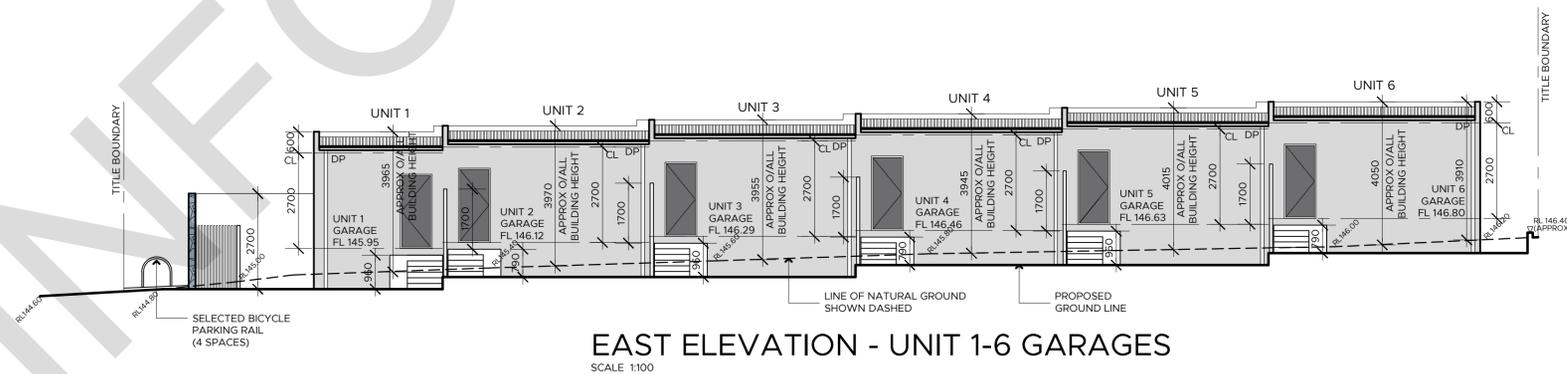
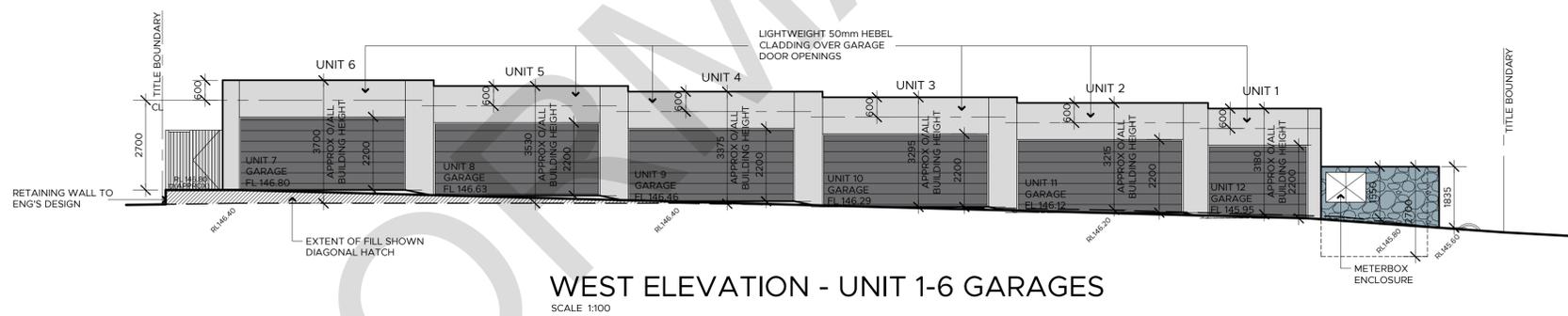
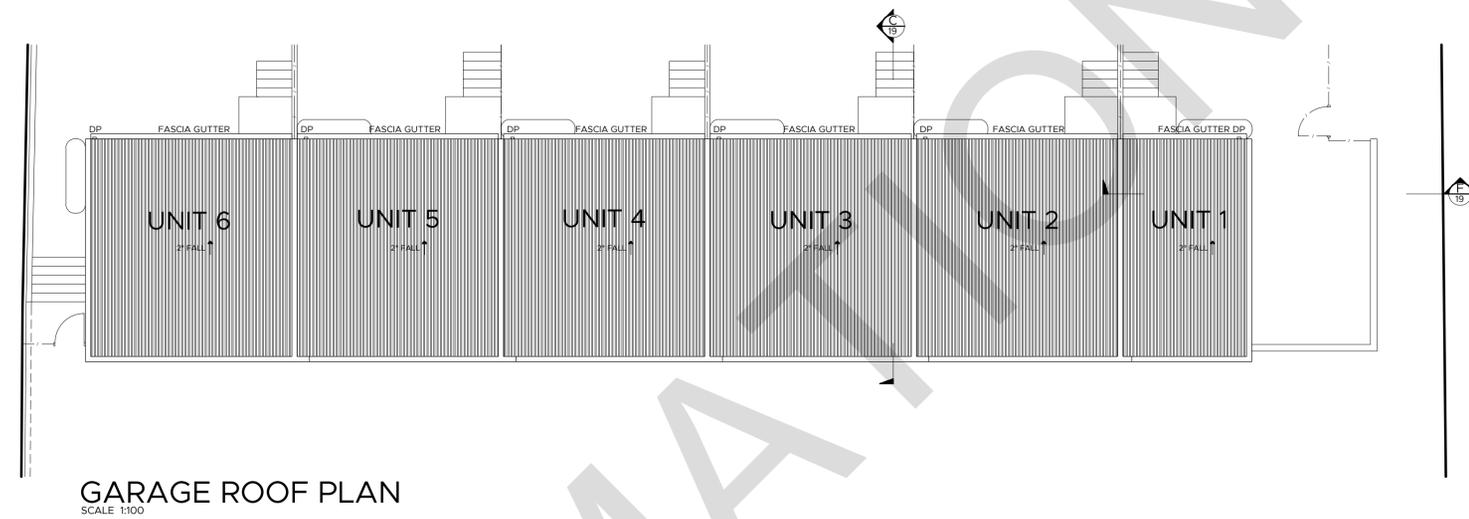
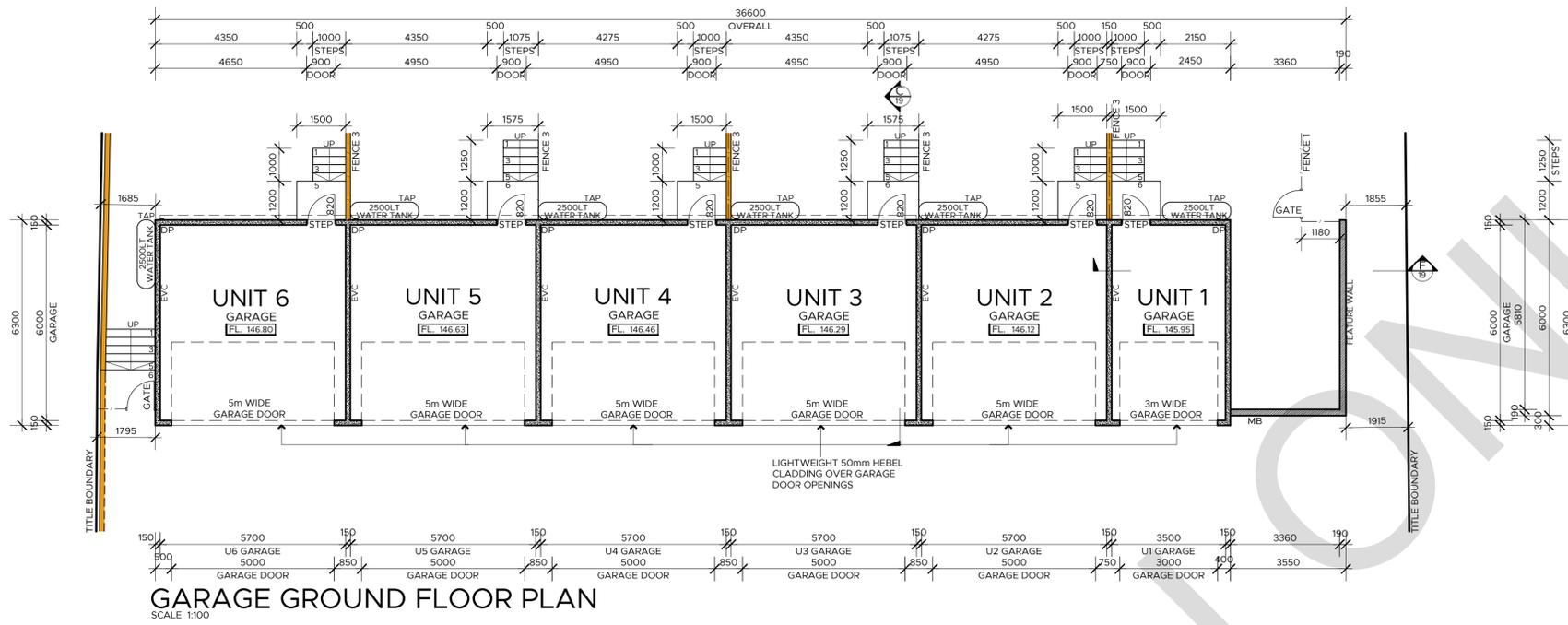
-  SELECTED BLOCKWORK WITH BAGGED FINISH TERRACE WHITE
-  SELECTED RENDER FINISH DULUX 'DUNE' SMOOTH
-  SELECTED RENDER FINISH DULUX 'BASALT' SMOOTH
-  SELECTED RENDER FINISH DULUX 'TERRACE WHITE' SMOOTH
-  SELECTED VERTICAL CLADDING 'TIMBER LOOK'
-  SELECTED FEATURE STONE CLADDING SAHARA CRAZY STONE
-  SELECTED WINDOWS 'DULUX' ALUMINIUM FRAMED
-  SELECTED DRIVEWAY EXPOSED AGGREGATE - LIGHT
-  OBSCURED FIXED GLASS UP TO 1.7m ABOVE F.F.L WITH MAX 25% TRANSPARENCY
-  OPAQUE OPERABLE GLASS
-  ENTRY DOOR COLORBOND 'BASALT'
-  GARAGE SECTIONAL DOOR COLORBOND 'BASALT'
-  GUTTERS, DOWNPIPES, FASCIA & RAINHEADS COLORBOND 'BASALT'
-  ROOF COLORBOND 'BASALT' SOLAR REFLECTANCE OF MORE THAN 0.15

EXTERNAL SHADING DEVICE
EXTERNAL ROLLER BLINDS
AUTOMATIC OR MANUAL CRANK
OPERATION TO OWNER'S SELECTION
TO ALL EASTERN AND WESTERN WINDOWS



WINDOWS W08 & W09 DELETED

WD-08 D
(SUNSET PLACE)
1a SUNSET COURT, EPPING
RESIDENTIAL DEVELOPMENT
UNIT 1-6
ELEVATIONS
JOB NO. 00925 SCALE 1:100 @ A1
IKONDS.COM.AU

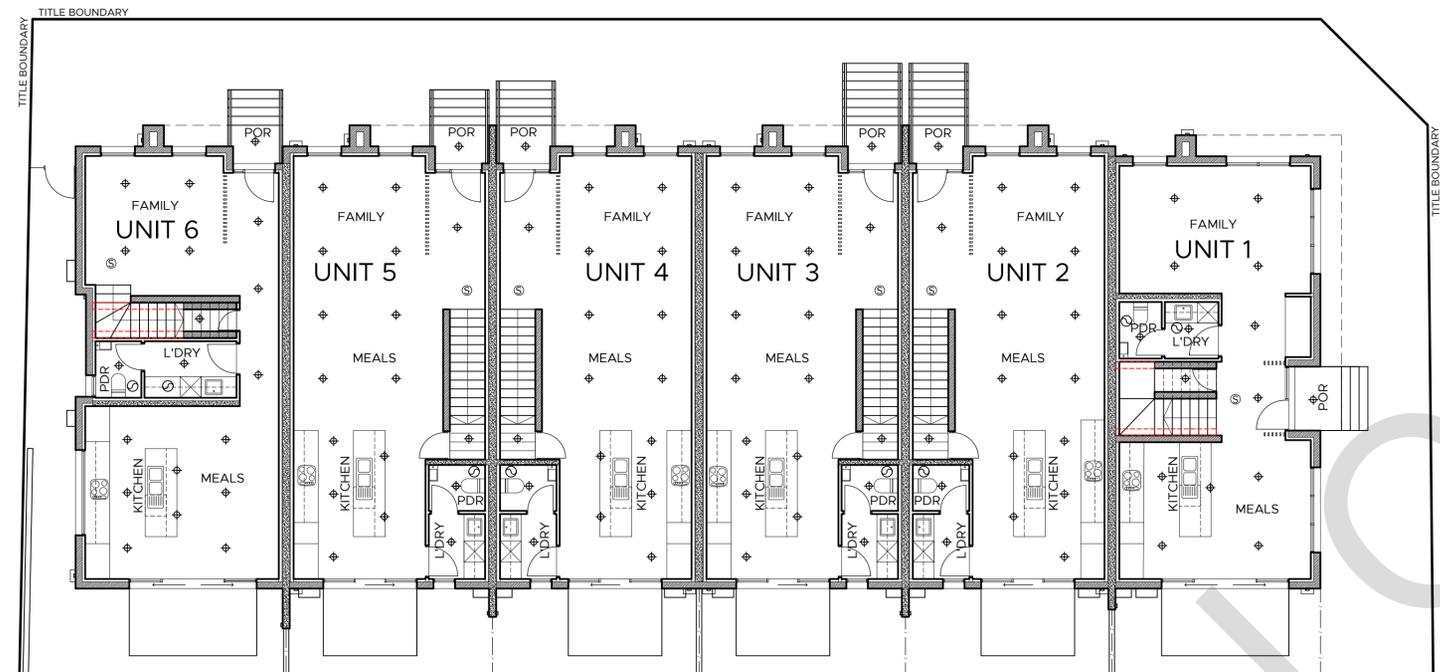


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D	JUN25	AMENDMENTS	EC

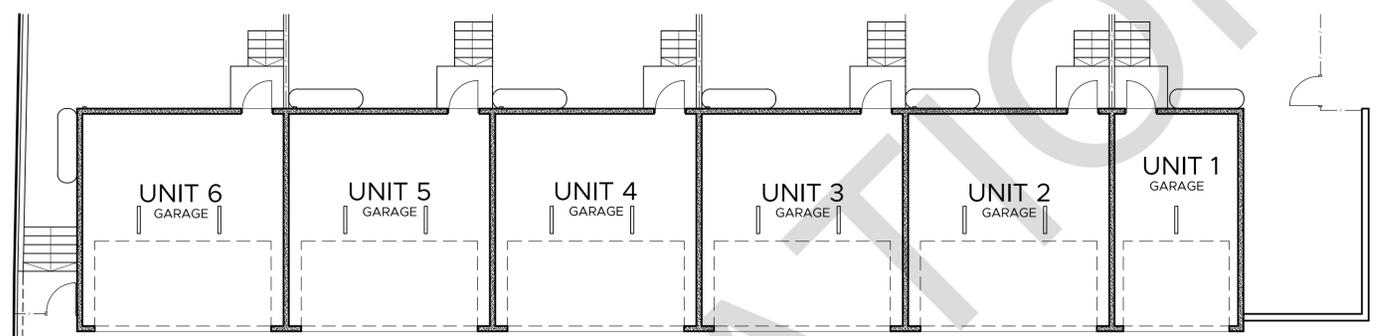
REFER TO STRUCTURAL ENGINEER'S DRAWINGS

RETAINING WALLS - CONFIRM EXTENT ON SITE - REFER TO ENG'S PLANS FOR RETAINING WALL DETAILS.

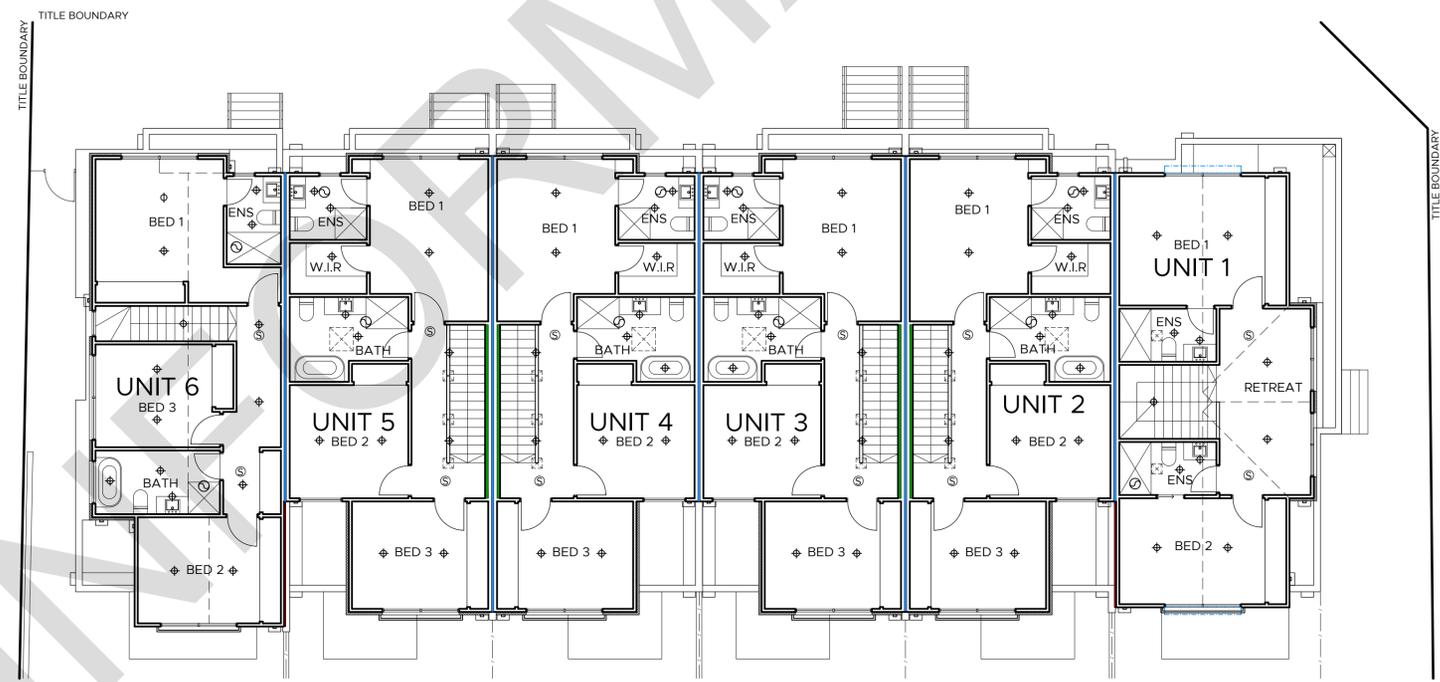
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D	JUN25	AMENDMENTS	EC



GROUND FLOOR PLAN
SCALE 1:100



GARAGE GROUND FLOOR PLAN
SCALE 1:100



FIRST FLOOR PLAN
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
 - 4W/M2 FOR PORCH
 - 3W/M2 FOR GARAGE

ENSURE WATT FOR NOMINATED AREAS DOESN'T EXCEED

- ASSUMPTIONS FOR LIGHTING
- LED DOWNLIGHT OR SIMILAR 10 WATTS
 - BATTEN LIGHT FLUORESCENT TUBE OR SIMILAR 18 WATTS

NOTE: TYPICAL LIGHTING LAYOUT TO BE CONFIRMED ON SITE. LIGHTING TYPE AND WATTAGE MAY VARY, HOWEVER ENSURING THE WATTAGE USAGE WILL NOT EXCEED THE MAXIMUM ALLOWABLE WATTAGE LIMIT PER AREA AS SPECIFIED

- 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

TABULATED AREA CALCULATIONS FOR ARTIFICIAL LIGHTING PROPOSED:

UNIT	AREA	ALLOWABLE WATTS	TOTAL LIGHTS	TOTAL WATTS USED
UNIT 1				
GROUND	62.01m2	248 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
FIRST	60.91m2	243 WATTS	11 x 10w LED DOWNLIGHTS	110 WATTS
PORCH	2.38m2	9 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
GARAGE	21.00m2	63 WATTS	1 x 18w FLUORESCENT TUBE	18 WATTS
TOTAL	146.30m2	563 WATTS	26 x 10w LED DOWNLIGHTS 1 x 18w FLUORESCENT TUBE	278 WATTS
UNIT 2				
GROUND	64.77m2	259 WATTS	17 x 10w LED DOWNLIGHTS	170 WATTS
FIRST	63.64m2	254 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
PORCH	1.76m2	7 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
GARAGE	34.20m2	102 WATTS	2 x 18w FLUORESCENT TUBE	36 WATTS
TOTAL	164.37m2	622 WATTS	32 x 10w LED DOWNLIGHTS 2 x 18w FLUORESCENT TUBE	356 WATTS
UNIT 3				
GROUND	64.77m2	259 WATTS	17 x 10w LED DOWNLIGHTS	170 WATTS
FIRST	63.64m2	254 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
PORCH	1.76m2	7 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
GARAGE	34.20m2	102 WATTS	2 x 18w FLUORESCENT TUBE	36 WATTS
TOTAL	164.37m2	622 WATTS	32 x 10w LED DOWNLIGHTS 2 x 18w FLUORESCENT TUBE	356 WATTS
UNIT 4				
GROUND	64.77m2	259 WATTS	17 x 10w LED DOWNLIGHTS	170 WATTS
FIRST	63.64m2	254 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
PORCH	1.76m2	7 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
GARAGE	34.20m2	102 WATTS	2 x 18w FLUORESCENT TUBE	36 WATTS
TOTAL	164.37m2	622 WATTS	32 x 10w LED DOWNLIGHTS 2 x 18w FLUORESCENT TUBE	356 WATTS
UNIT 5				
GROUND	64.77m2	259 WATTS	17 x 10w LED DOWNLIGHTS	170 WATTS
FIRST	63.64m2	254 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
PORCH	1.76m2	7 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
GARAGE	34.20m2	102 WATTS	2 x 18w FLUORESCENT TUBE	36 WATTS
TOTAL	164.37m2	622 WATTS	32 x 10w LED DOWNLIGHTS 2 x 18w FLUORESCENT TUBE	356 WATTS
UNIT 6				
GROUND	64.19m2	256 WATTS	18 x 10w LED DOWNLIGHTS	180 WATTS
FIRST	64.06m2	256 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
PORCH	1.62m2	6 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
GARAGE	34.20m2	102 WATTS	2 x 18w FLUORESCENT TUBE	36 WATTS
TOTAL	164.07m2	620 WATTS	33 x 10w LED DOWNLIGHTS 2 x 18w FLUORESCENT TUBE	366 WATTS

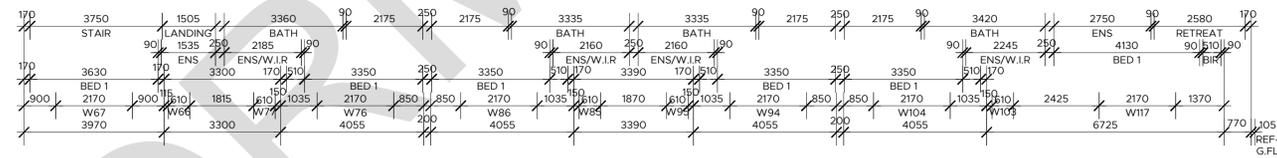
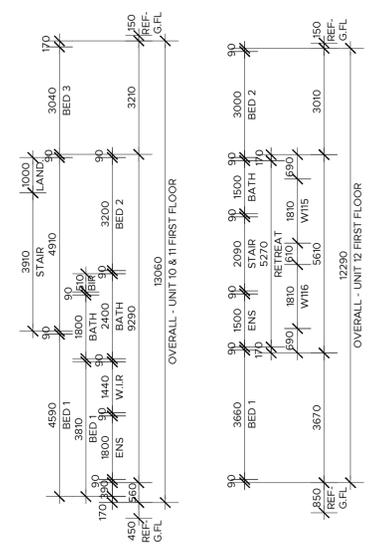
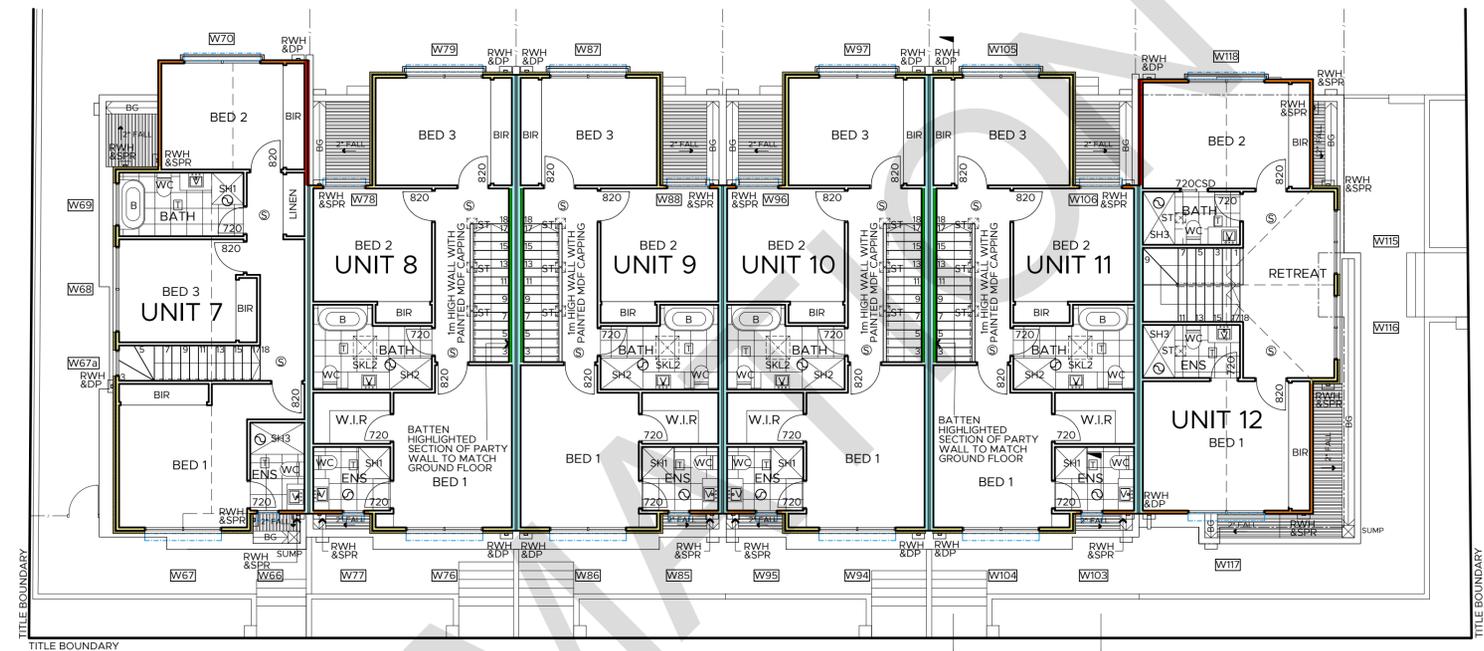
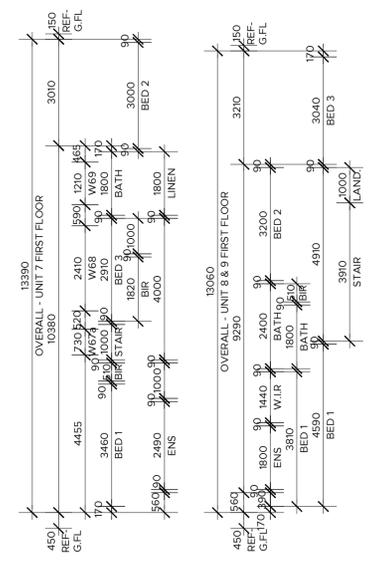
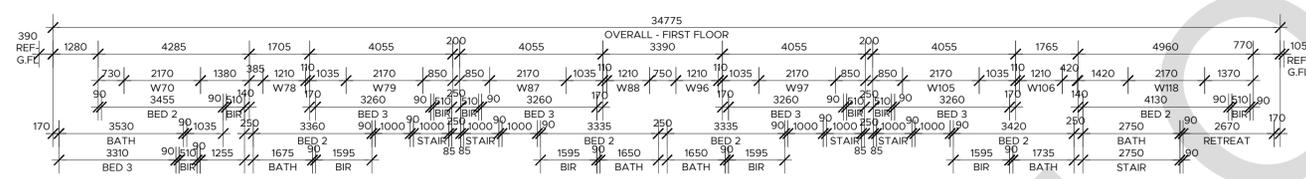
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EXTERNAL SHADING DEVICE
EXTERNAL ROLLER BLINDS
AUTOMATIC OR MANUAL CRANK OPERATION
TO OWNER'S SELECTION
TO ALL EASTERN AND WESTERN WINDOWS

ROOF LEGEND

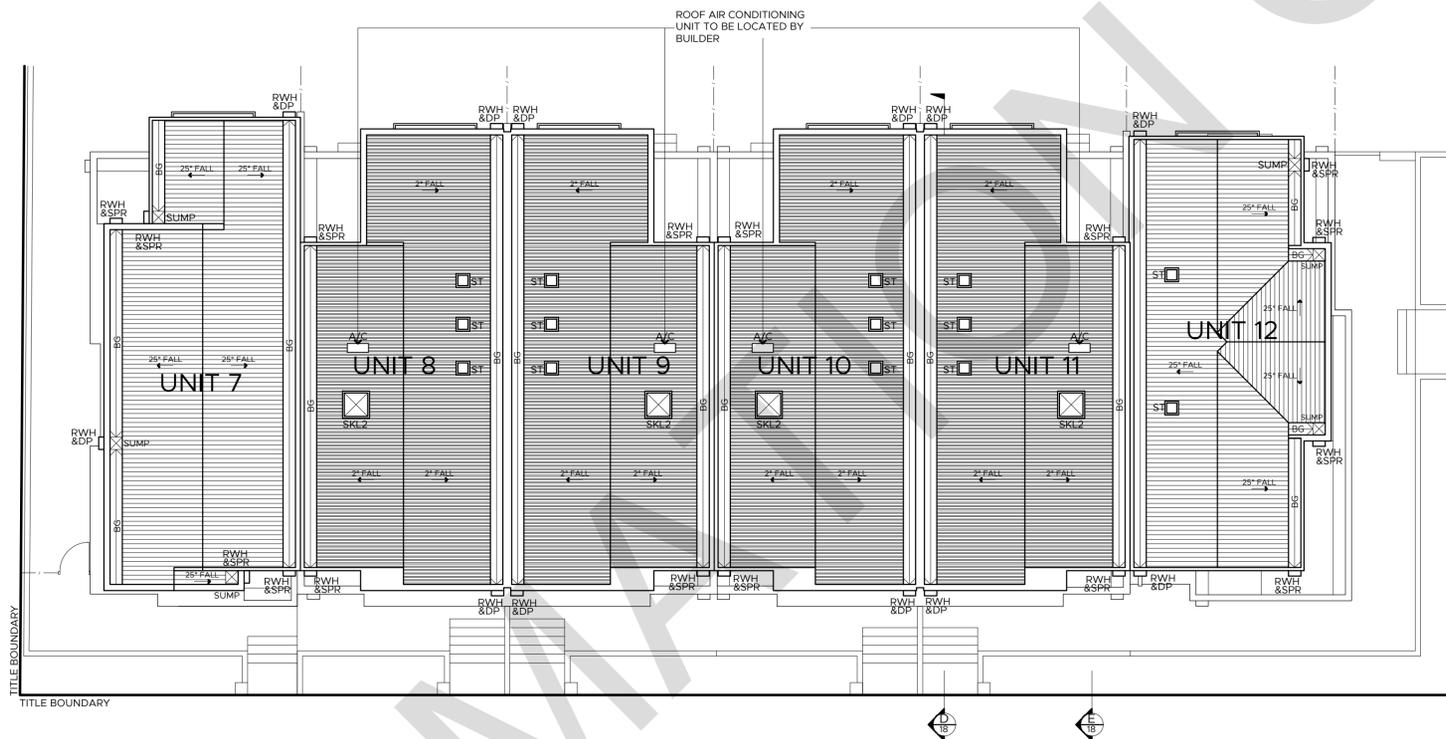
- DP DOWNPIPE AS PER SPEC
- SPD SPREADER AS PER SPEC
- BG BOX GUTTER
350 HIGH x 150 DEEP MIN.
OVER 20mm MARINE PLY BASE LAID TO
MIN. 1:100 FALL TO ADJACENT OUTLET
- RWH RAIN WATER HEAD
- WEIR OF RAINWATER HEAD OVERFLOW MUST BE 25mm
BELOW THE SOLE OF THE BOX GUTTER
- ENSURE THE WIDTH OF THE OVERFLOW IS EQUAL TO
THE WIDTH OF THE RAINWATER HEAD
- NED KELLY SLOTS, ROUND HOLES & VERTICAL
CHUTE/DUCTS ARE NOT PERMITTED
- SUMP
☒ SUMP TO RESPONSIBLE AUTHORITY REQUIREMENTS
- SIZE TO BE CONFIRMED ON SITE
- KLUPLOK 0.48 @ 2° MIN. PITCH
- FALL DIRECTION

WINDOWS W113 & W114 DELETED



UNIT 7-12 FIRST FLOOR PLAN
SCALE 1:100

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B	NOV24	ADD FRONT FENCE	EC
C	JUN25	AMENDMENTS	EC
D	JUN25	AMENDMENTS	EC



UNIT 7-12 FIRST FLOOR ROOF PLAN
SCALE 1:100

NOTES

ROOFING AS PER SPEC.
 FIX ROOFING IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS OVER SISALATION AND INSULATION AS PER SPEC.
 PROVIDE ALL FLASHINGS AS REQUIRED TO PROVIDE A WEATHERTIGHT INSTALLATION. ALL FLASHING AS PER SPEC.
 CONNECT ALL NEW DOWNPIPES TO LEGAL POINT OF DISCHARGE
 PROVIDE COLORBOND CAPPING OVER ALL PARAPETS
 WHERE THERE IS A CHANGE IN ROOF MATERIAL/PITCH, PROVIDE SUITABLE FLASHING & ENSURE A WATER TIGHT FINISH

ALL ROOF FRAMING TO CLEAR SKYLIGHT AND SOLAR TUBE LOCATIONS

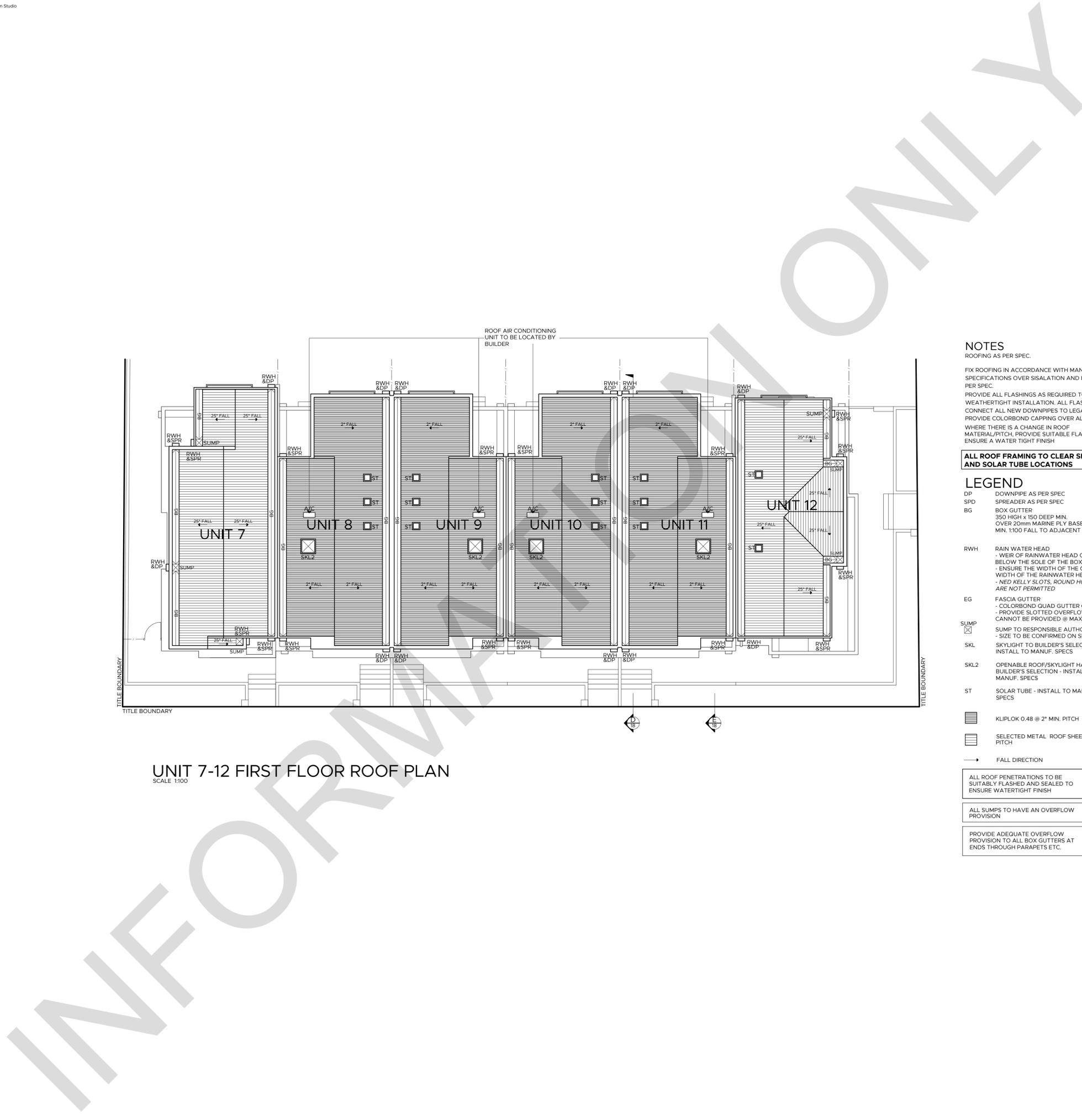
LEGEND

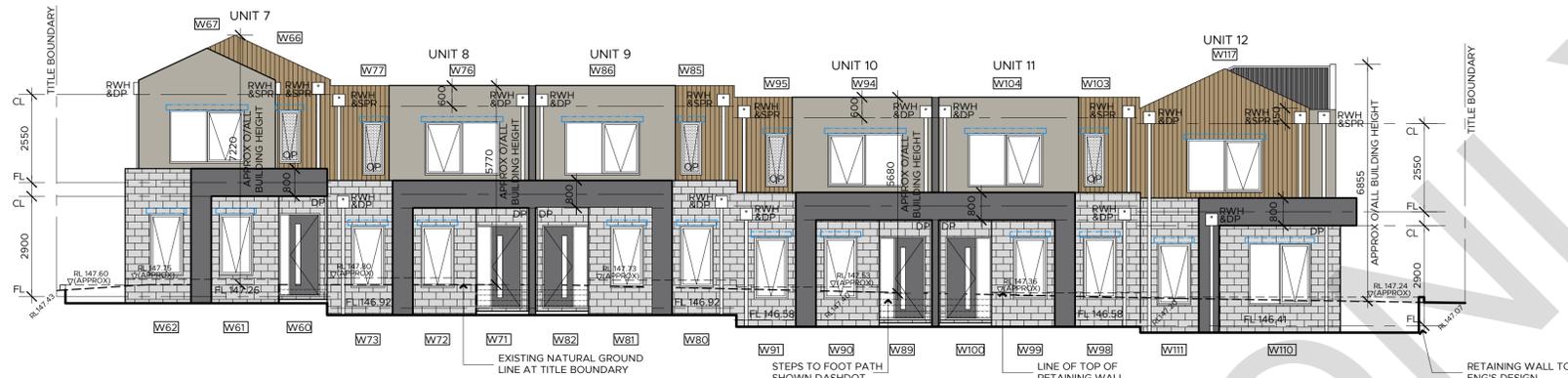
- DP DOWNPIPE AS PER SPEC
- SPD SPREADER AS PER SPEC
- BG BOX GUTTER
350 HIGH x 150 DEEP MIN.
OVER 20mm MARINE PLY BASE LAID TO MIN. 1:100 FALL TO ADJACENT OUTLET
- RWH RAIN WATER HEAD
- WEIR OF RAINWATER HEAD OVERFLOW MUST BE 25mm BELOW THE SOLE OF THE BOX GUTTER
- ENSURE THE WIDTH OF THE OVERFLOW IS EQUAL TO THE WIDTH OF THE RAINWATER HEAD
- NED KELLY SLOTS, ROUND HOLES & VERTICAL CHUTE/DUCTS ARE NOT PERMITTED
- EG FASCIA GUTTER
- COLORBOND QUAD GUTTER OR SIMILAR TO BUILDER'S SELECTION
- PROVIDE SLOTTED OVERFLOW GUTTERING TYP. WHERE DP'S CANNOT BE PROVIDED @ MAX 1200 FROM VALLEY LOCATIONS.
- SIZE TO BE CONFIRMED ON SITE
- SUMP SUMP TO RESPONSIBLE AUTHORITY REQUIREMENTS
- SIZE TO BE CONFIRMED ON SITE
- SKL SKYLIGHT TO BUILDER'S SELECTION - INSTALL TO MANUF. SPECS
- SKL2 OPENABLE ROOF/SKYLIGHT HATCH TO BUILDER'S SELECTION - INSTALL TO MANUF. SPECS
- ST SOLAR TUBE - INSTALL TO MANUF. SPECS
- KLIPLOK 0.48 @ 2° MIN. PITCH
- SELECTED METAL ROOF SHEETING @ 25° PITCH
- FALL DIRECTION

ALL ROOF PENETRATIONS TO BE SUITABLY FLASHED AND SEALED TO ENSURE WATERTIGHT FINISH

ALL SUMPS TO HAVE AN OVERFLOW PROVISION

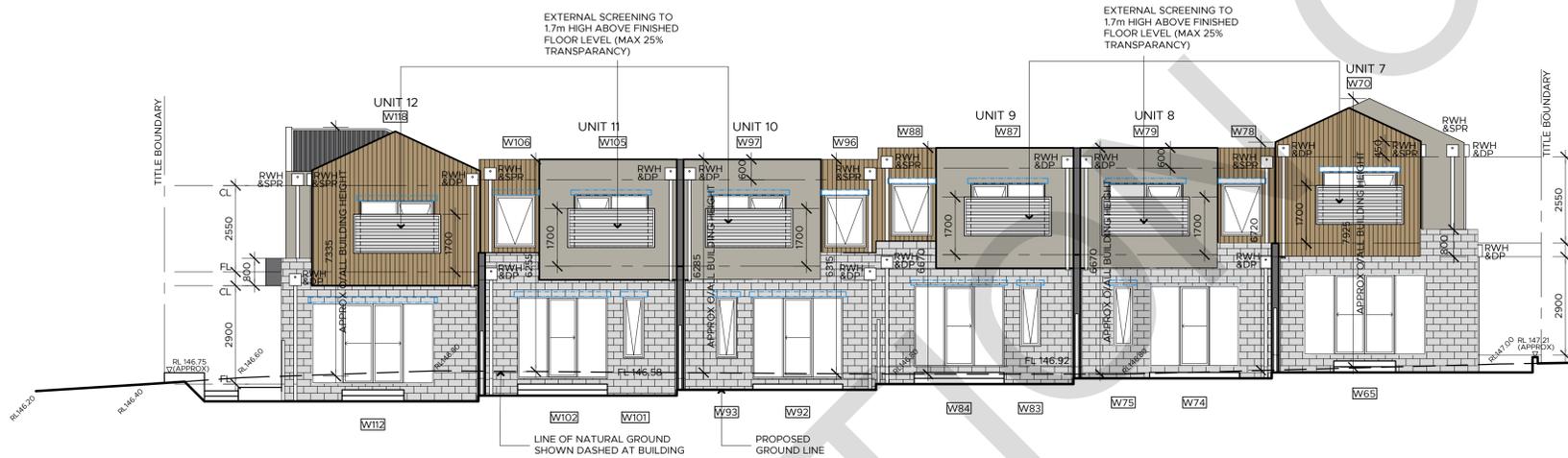
PROVIDE ADEQUATE OVERFLOW PROVISION TO ALL BOX GUTTERS AT ENDS THROUGH PARAPETS ETC.





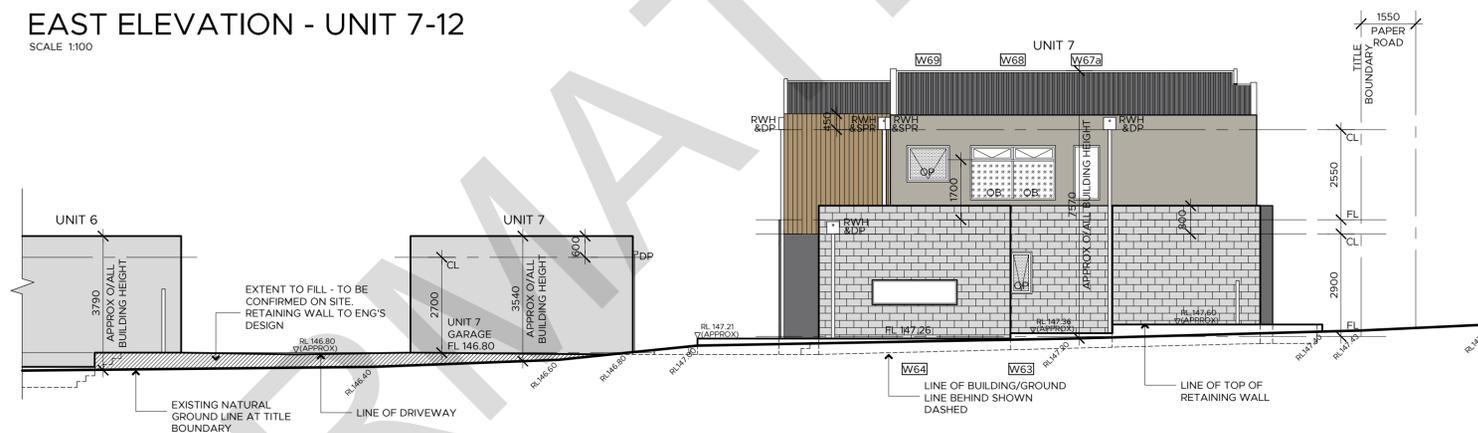
WEST ELEVATION - UNIT 7-12

SCALE 1:100



EAST ELEVATION - UNIT 7-12

SCALE 1:100



NORTH ELEVATION - UNIT 7

SCALE 1:100

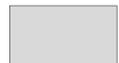
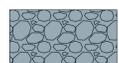


SOUTH ELEVATION - UNIT 12

SCALE 1:100

Rev	Date	Issue	Int.
P8	JAN24	CLIENT AMENDMENTS	EC
A	MAR24	BUILDING PERMIT ISSUE	EC
B	NOV24	ADD FRONT FENCE	EC
C	JUN25	AMENDMENTS	EC
D	JUN25	AMENDMENTS	EC

COLOUR & MATERIAL SCHEDULE

-  SELECTED BLOCK WORK WITH BAGGED FINISH TERRACE WHITE
-  SELECTED RENDER FINISH DULUX 'DUNE' SMOOTH
-  SELECTED RENDER FINISH DULUX 'BASALT' SMOOTH
-  SELECTED RENDER FINISH DULUX 'TERRACE WHITE' SMOOTH
-  SELECTED VERTICAL CLADDING 'TIMBER LOOK'
-  SELECTED FEATURE STONE CLADDING SAHARA CRAZY STONE
-  SELECTED WINDOWS 'DUNE' ALUMINIUM FRAMED
-  SELECTED DRIVEWAY EXPOSED AGGREGATE - LIGHT
-  OBSCURED FIXED GLASS UP TO 1.7m ABOVE F.F.L WITH MAX 25% TRANSPARENCY
-  OPAQUE OPERABLE GLASS
-  ENTRY DOOR COLORBOND 'BASALT'
-  GARAGE SECTIONAL DOOR COLORBOND 'BASALT'
-  GUTTERS, DOWNPIPES, FASCIA & RAINHEADS COLORBOND 'BASALT'
-  ROOF COLORBOND 'BASALT' SOLAR REFLECTANCE OF MORE THAN 0.15

EXTERNAL SHADING DEVICE
EXTERNAL ROLLER BLINDS
AUTOMATIC OR MANUAL CRANK
OPERATION TO OWNER'S SELECTION
TO ALL EASTERN AND WESTERN WINDOWS



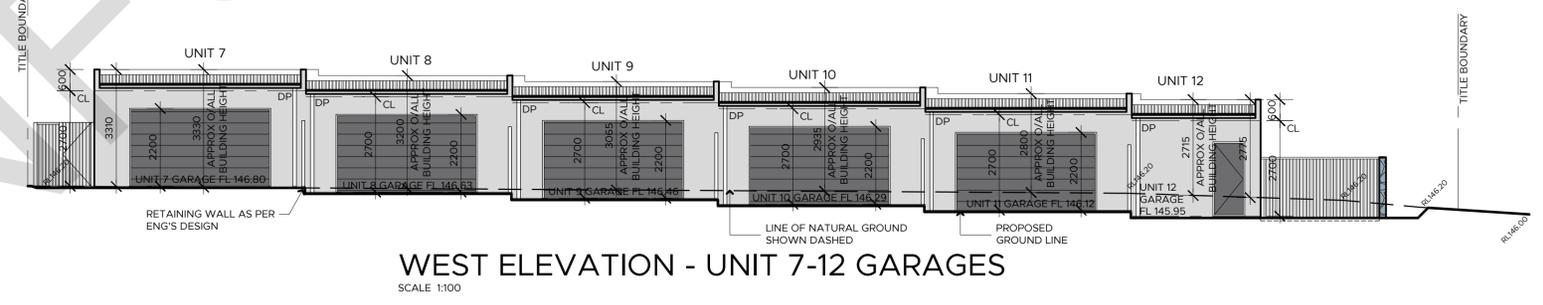
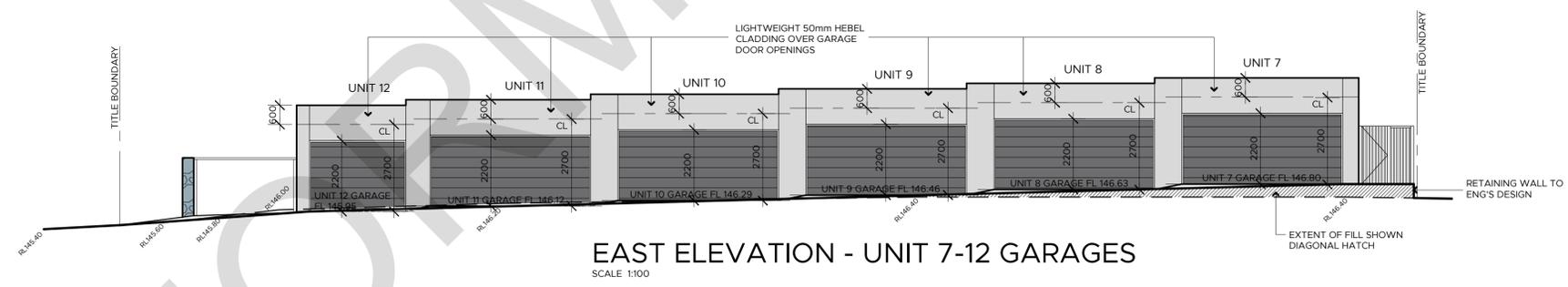
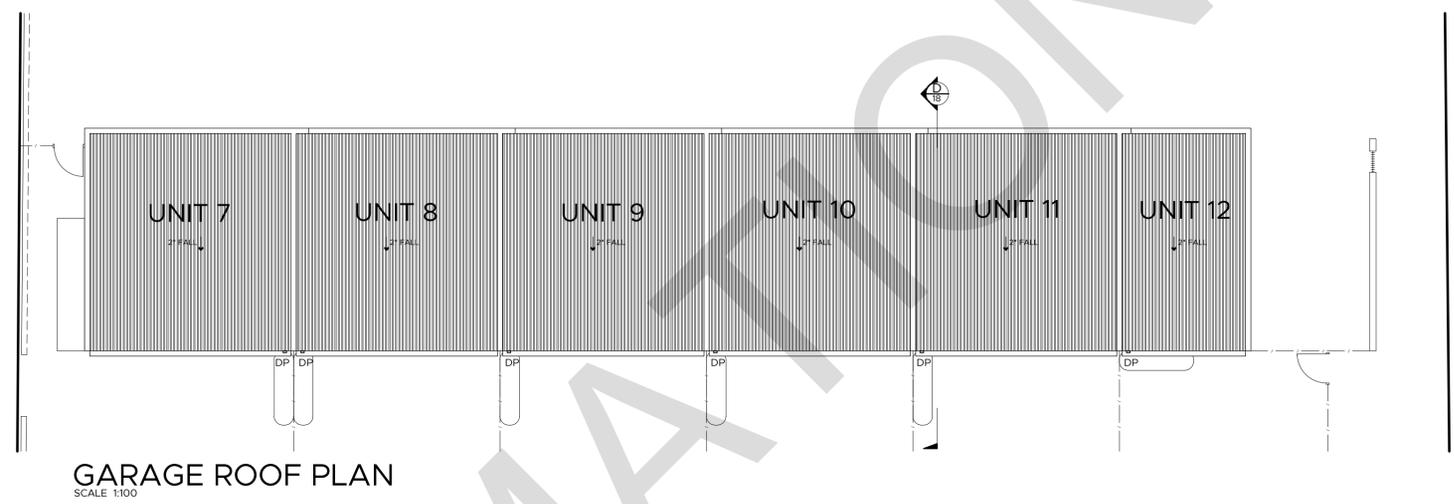
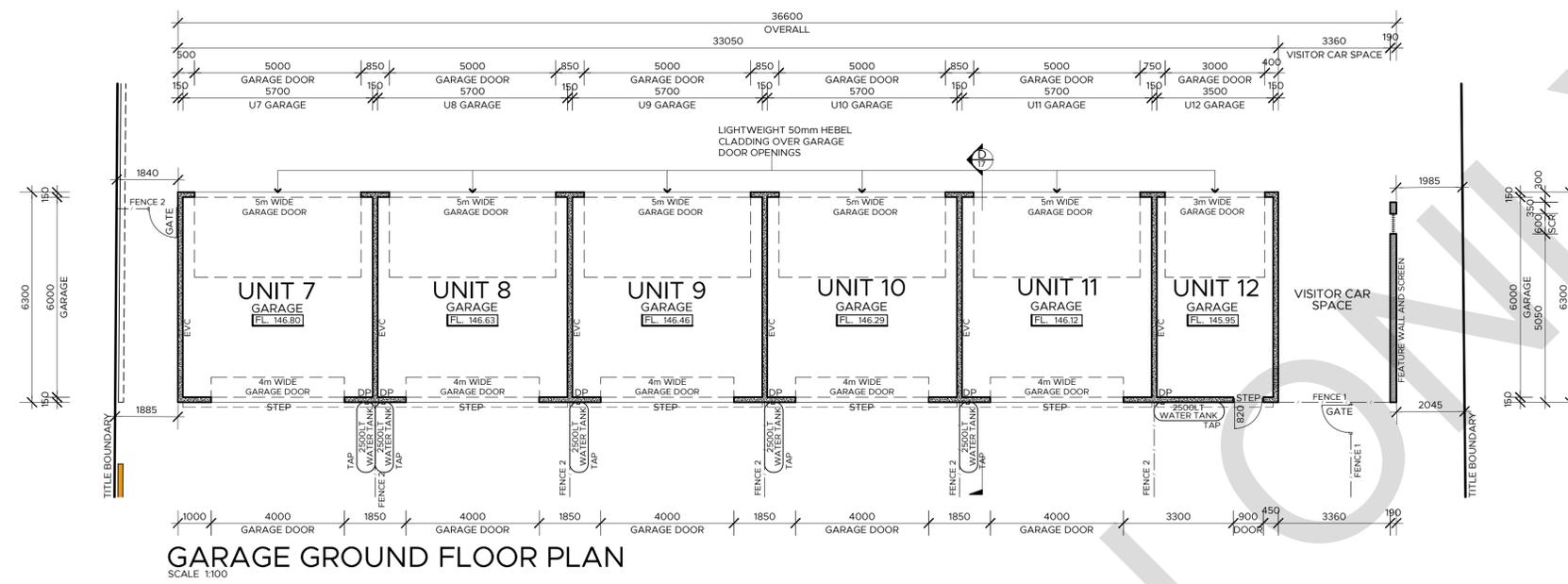
WINDOWS W113 & W114 DELETED

WD-14 D
(SUNSET PLACE)
1a SUNSET COURT, EPPING
RESIDENTIAL DEVELOPMENT
UNIT 7-12
ELEVATIONS
JOB NO. 00925 SCALE 1:100 @ A1
IKONDIS.COM.AU

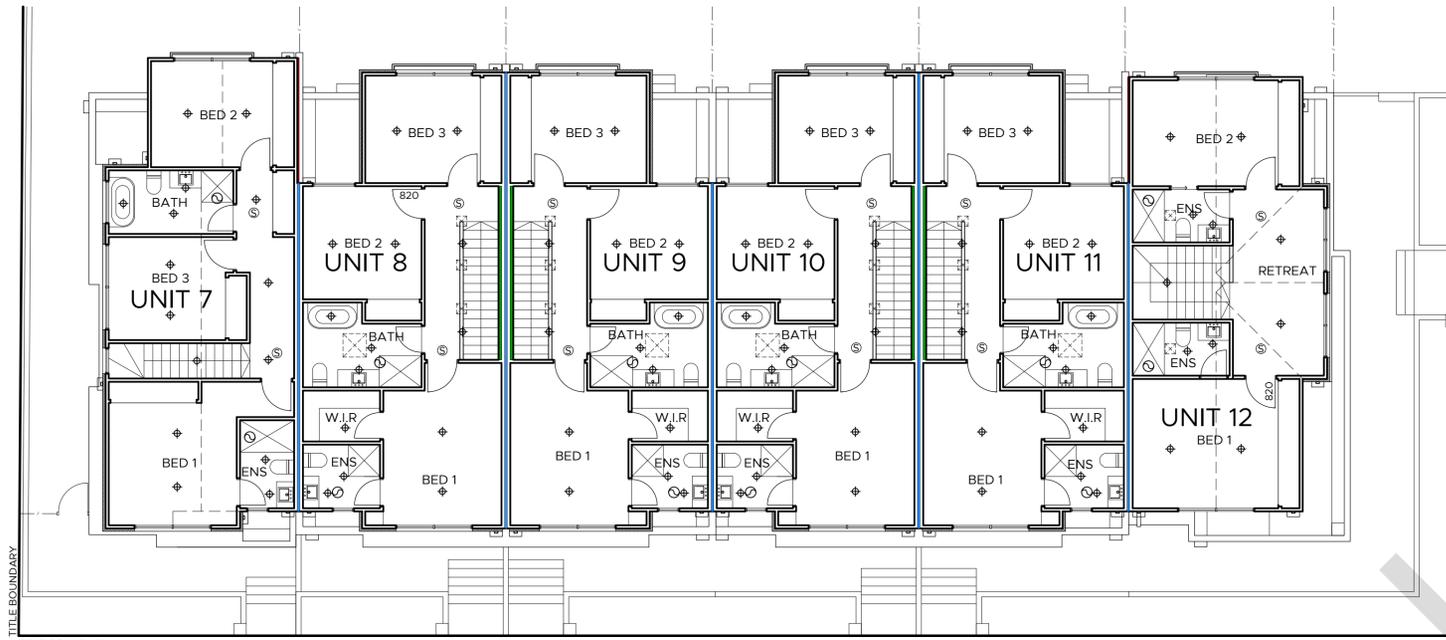
Rev	Date	Issue	Int.
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D	JUN25	AMENDMENTS	EC

REFER TO STRUCTURAL ENGINEER'S DRAWINGS

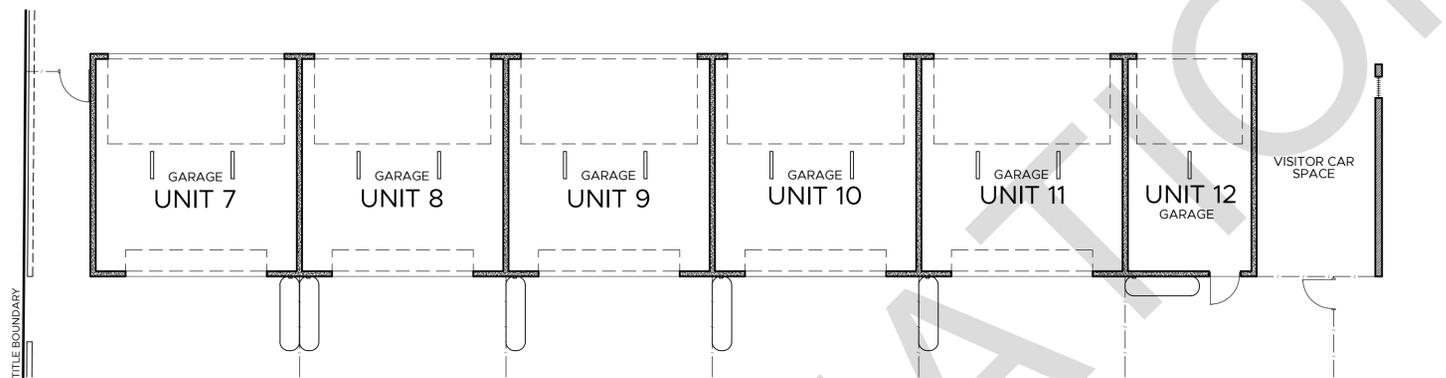
RETAINING WALLS - CONFIRM EXTENT ON SITE - REFER TO ENG'S PLANS FOR RETAINING WALL DETAILS.



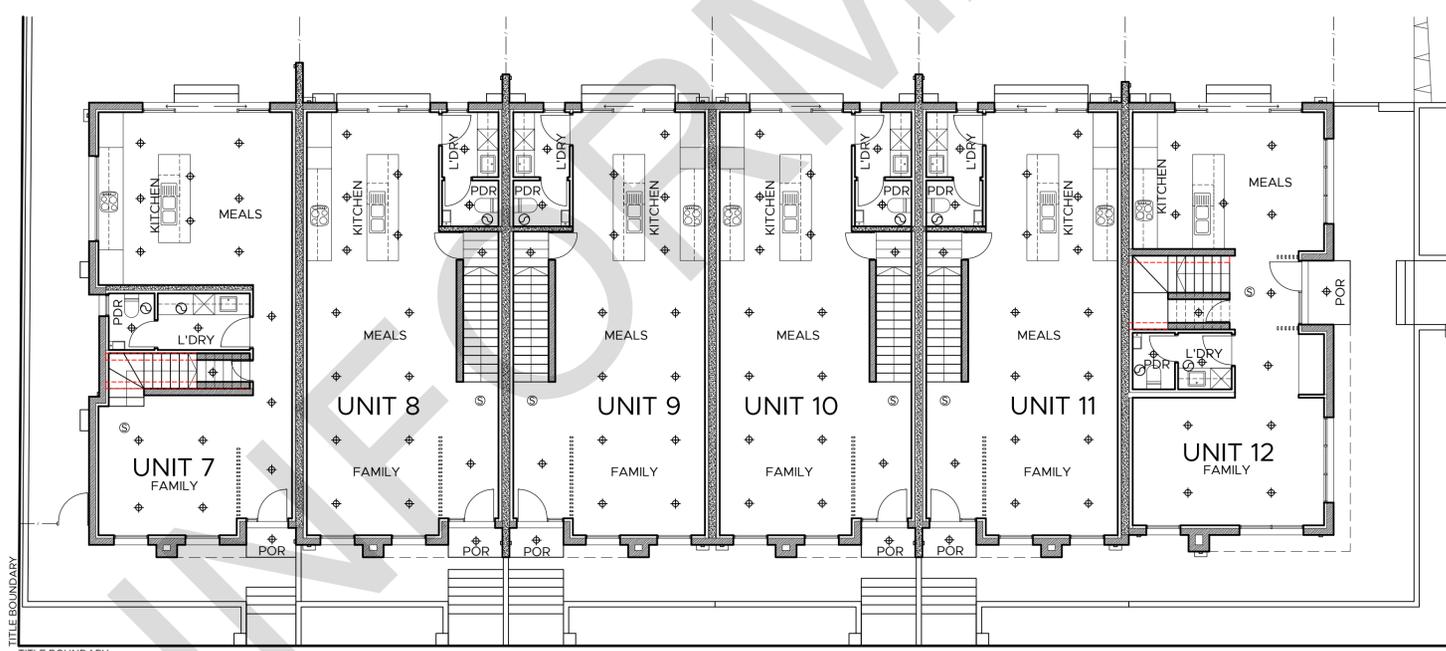
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FIRST FLOOR PLAN
SCALE 1:100



GARAGE GROUND FLOOR PLAN



GROUND FLOOR PLAN
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
- 4W/M2 FOR PORCH
- 3W/M2 FOR GARAGE

ENSURE WATT FOR NOMINATED AREAS DOESN'T EXCEED

ASSUMPTIONS FOR LIGHTING

- LED DOWNLIGHT OR SIMILAR 10 WATTS
- BATTEN LIGHT FLUORESCENT TUBE OR SIMILAR 18 WATTS

NOTE: TYPICAL LIGHTING LAYOUT TO BE CONFIRMED ON SITE. LIGHTING TYPE AND WATTAGE MAY VARY, HOWEVER ENSURING THE WATTAGE USAGE WILL NOT EXCEED THE MAXIMUM ALLOWABLE WATTAGE LIMIT PER AREA AS SPECIFIED

- 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

TABULATED AREA CALCULATIONS FOR ARTIFICIAL LIGHTING PROPOSED:

UNIT	AREA	ALLOWABLE WATTS	TOTAL LIGHTS	TOTAL WATTS USED	
UNIT 7	GROUND	64.19m2	256 WATTS	18 x 10w LED DOWNLIGHTS	180 WATTS
	FIRST	64.06m2	256 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
	PORCH	1.17m2	5 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
	GARAGE	34.20m2	102 WATTS	2 x 18w FLUORESCENT TUBE	36 WATTS
	TOTAL	163.62m2	619 WATTS	33 x 10w LED DOWNLIGHTS 2 x 18w FLUORESCENT TUBE	366 WATTS
UNIT 8	GROUND	64.77m2	259 WATTS	17 x 10w LED DOWNLIGHTS	170 WATTS
	FIRST	63.64m2	254 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
	PORCH	1.29m2	5 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
	GARAGE	34.20m2	102 WATTS	2 x 18w FLUORESCENT TUBE	36 WATTS
	TOTAL	163.90m2	620 WATTS	32 x 10w LED DOWNLIGHTS 2 x 18w FLUORESCENT TUBE	356 WATTS
UNIT 9	GROUND	64.77m2	259 WATTS	17 x 10w LED DOWNLIGHTS	170 WATTS
	FIRST	63.64m2	254 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
	PORCH	1.29m2	5 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
	GARAGE	34.20m2	102 WATTS	2 x 18w FLUORESCENT TUBE	36 WATTS
	TOTAL	163.90m2	620 WATTS	32 x 10w LED DOWNLIGHTS 2 x 18w FLUORESCENT TUBE	356 WATTS
UNIT 10	GROUND	64.77m2	259 WATTS	17 x 10w LED DOWNLIGHTS	170 WATTS
	FIRST	63.64m2	254 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
	PORCH	1.29m2	5 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
	GARAGE	34.20m2	102 WATTS	2 x 18w FLUORESCENT TUBE	36 WATTS
	TOTAL	163.90m2	620 WATTS	32 x 10w LED DOWNLIGHTS 2 x 18w FLUORESCENT TUBE	356 WATTS
UNIT 11	GROUND	64.77m2	259 WATTS	17 x 10w LED DOWNLIGHTS	170 WATTS
	FIRST	63.64m2	254 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
	PORCH	1.29m2	5 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
	GARAGE	34.20m2	102 WATTS	2 x 18w FLUORESCENT TUBE	36 WATTS
	TOTAL	163.90m2	620 WATTS	32 x 10w LED DOWNLIGHTS 2 x 18w FLUORESCENT TUBE	356 WATTS
UNIT 12	GROUND	62.01m2	248 WATTS	14 x 10w LED DOWNLIGHTS	140 WATTS
	FIRST	60.91m2	243 WATTS	11 x 10w LED DOWNLIGHTS	110 WATTS
	PORCH	2.15m2	8 WATTS	1 x 10w LED DOWNLIGHTS	10 WATTS
	GARAGE	21.00m2	63 WATTS	1 x 18w FLUORESCENT TUBE	18 WATTS
	TOTAL	146.07m2	562 WATTS	26 x 10w LED DOWNLIGHTS 1 x 18w FLUORESCENT TUBE	278 WATTS

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D	JUN25	AMENDMENTS	EC

OP OPAQUE OPERABLE GLASS
 OB OBSCURED FIXED GLASS UP TO 1.7m ABOVE F.F.L WITH MAX 25% TRANSPARENCY
 MIRR MIRRORED SASH/HINGE

NOTE:
 **SIZES MAY VARY FROM MANUFACTURER'S STANDARDS (STEGBAR WINDOW SIZES USED)
 **ALL INTERNAL GLAZING TO BE IN ACCORDANCE WITH AS 1288-2006 EXTERNAL GLAZING TO BE IN ACCORDANCE WITH AS 2047-2014
 **REVEAL SIZES MAY VARY DEPENDING ON CLADDING TYPE AND FIXING DETAILS

REFER TO ENERGY RATING REPORT FOR GLAZING PROPERTIES

ALL HABITABLE ROOM WINDOWS WITHIN 1.7m OF THE FINISHED FLOOR LEVEL GREATER THAN 2m FROM THE OUTSIDE SURFACE BENEATH MUST BE RESTRICTED SO IT DOES NOT OPEN MORE THAN 125mm IN ACCORDANCE WITH CLAUSE 3.9.2.6 OF THE NATIONAL CONSTRUCTION CODE 2019 - AMENDMENT 1

SAFETY GLAZING - ALL GLAZING TO BE IN ACCORDANCE WITH AS1288, 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

WINDOWS AND OPENINGS TO BE COORDINATED PRIOR TO FABRICATION AND INSTALLATION

OPTION 1 - FRAME TO BE CONSTRUCTED WITH WINDOWS SUPPLIERS SHOP DRAWINGS OF WINDOW SIZES / FRAMES / REVEALS AND TOLERANCES, OR;

OPTION 2 - WINDOW SUPPLIER TO BE PROVIDED WITH AS BUILT WINDOW OPENINGS IN FRAME - MANUFACTURE WINDOWS TO SUIT

WINDOW SCHEDULE TO BE USED AS A GUIDE ONLY

3.6.4.3 FULL HEIGHT FRAMED GLAZING PANELS

A GLAZING PANEL LOCATED IN A BUILDING SO THAT IT IS CAPABLE OF BEING MISTAKEN FOR AN UNOBSTRUCTED OPENING MUST BE GLAZED WITH

- GRADE A SAFETY GLAZING MATERIAL IN ACCORDANCE WITH NCC REQUIREMENTS
- ORDINARY ANNEALED GLASS COMPLYING WITH NCC REQUIREMENTS PROVIDED THE GLAZING AREA IS NOT MORE THAN 0.9m²

GLAZING PANELS ARE NOT CONSIDERED AN UNOBSTRUCTED OPENING WHERE ANY OF THE FOLLOWING APPLY:-

- THE CLEAR OPENING WIDTH IS NOT MORE THAN 500mm
- THE LOWEST SIGHT LINE OF THE OPENING IS NOT LESS THAN 500mm ABOVE THE HIGHEST BUTTING FINISHED FLOOR LEVEL
- THE GLAZING IS MADE APPARENT BY MEANS OF TRANSOMS, COLONIAL BARS, OTHER COMPONENTS OF THE GLAZING SYSTEM, PERMANENT MOTIFS OR OTHER DECORATIVE TREATMENT ON OR ETCHED INTO THE GLASS OF SUFFICIENT MAGNITUDE TO BE READILY APPARENT, OR THE GLASS IS OPAQUELY COLOURED OR PATTERNED TO INDICATE ITS PRESENCE
- A CHAIR RAIL OR HANDRAIL NOT LESS THAN 40mm THICK, OR THE LIKE, IS PROVIDED AT A HEIGHT OF 865mm ABOVE THE ADJOINING GROUND LEVEL

3.6.4.6 VISIBILITY OF GLAZING

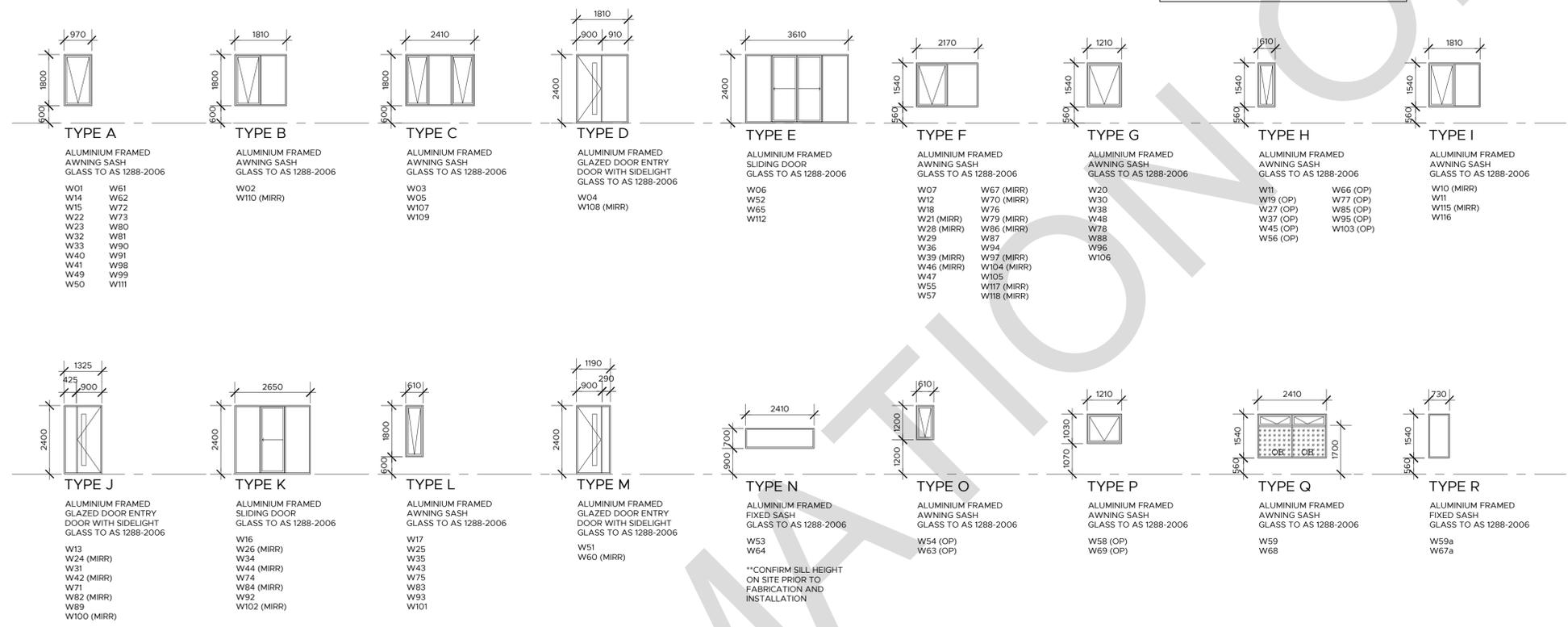
IF THE PRESENCE OF A GLAZING DOOR, SIDE PANEL OR PANEL CAPABLE OF BEING MISTAKEN FOR A DOORWAY OR OPENING IS NOT MADE APPARENT IN ACCORDANCE WITH 3.6.4.3, THE GLASS MUST BE MARKED TO MAKE IT READILY VISIBLE IN ACCORDANCE WITH (B):-

- (B) MARKINGS MUST BE IN THE FORM OF AN OPAQUE BAND NOT LESS THAN 20mm IN HEIGHT LOCATED SO THAT:
- THE UPPER EDGE IS NOT LESS THAN 700mm ABOVE THE FLOOR
 - THE LOWER EDGE IS NOT MORE THAN 1.2m ABOVE THE FLOOR

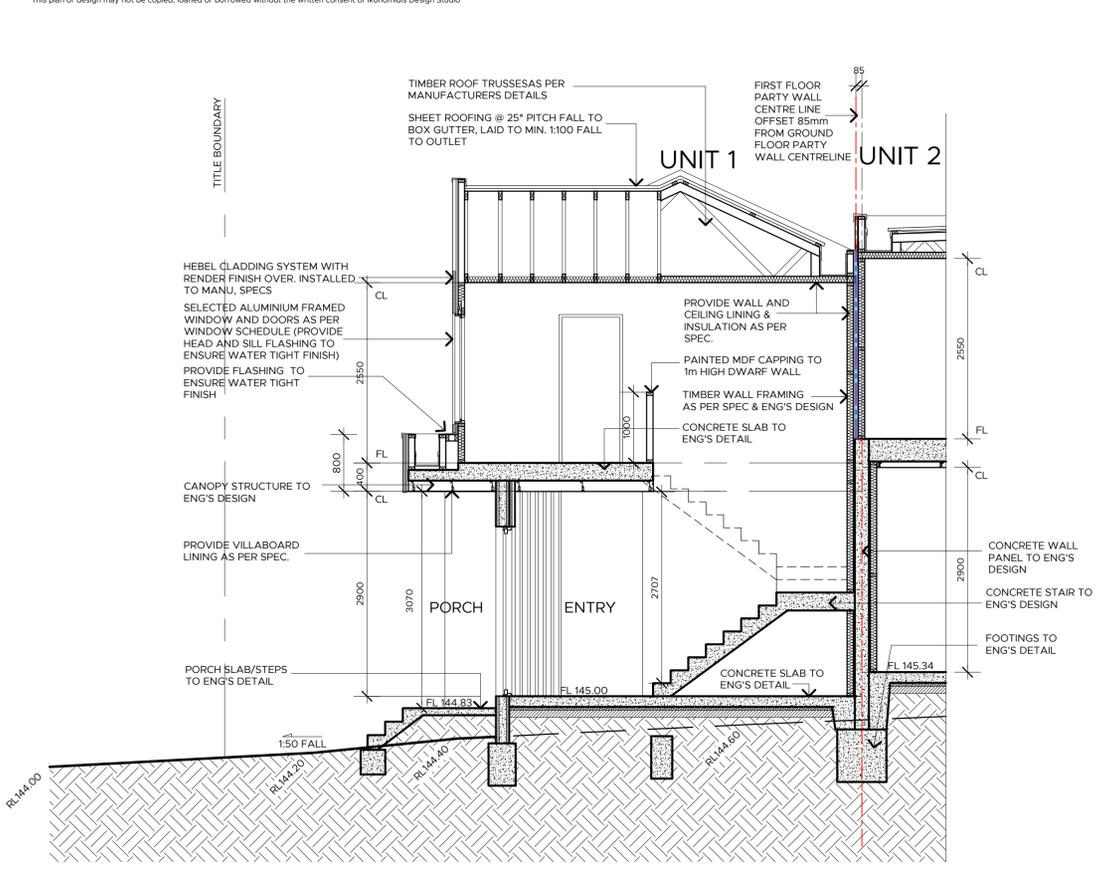
A BAND OR MARKING IS NOT REQUIRED WHERE ANY OF THE FOLLOWING APPLIES:

- THE HEIGHT OF THE GLAZING IS NOT MORE THAN 1m IN ANY PART;
- THE WIDTH OF THE GLAZING IS NOT MORE THAN 500mm IN ANY PART;
- THERE IS NO GLAZING WITHIN 700mm OF THE FLOOR

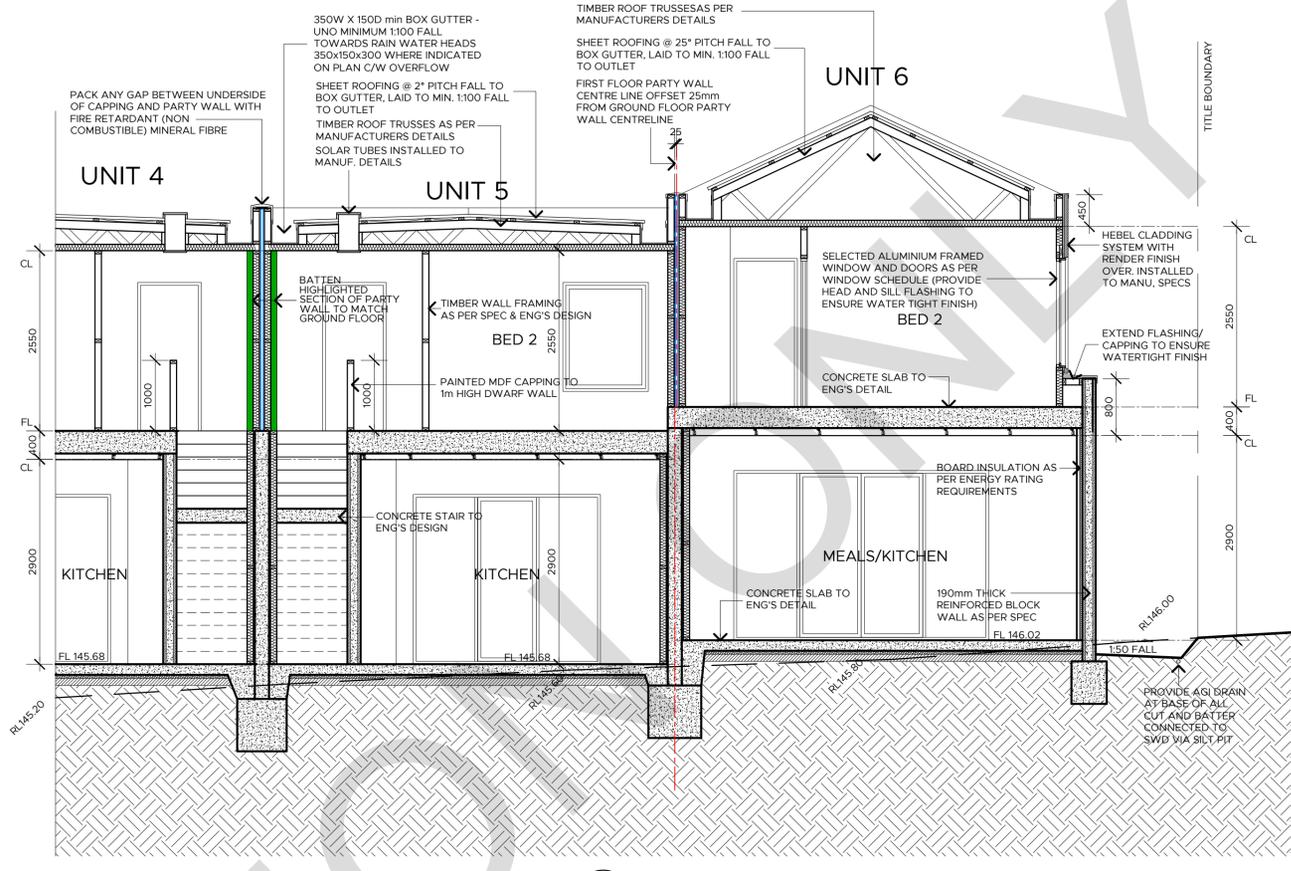
WINDOWS W08, W09, W113 & W114 DELETED



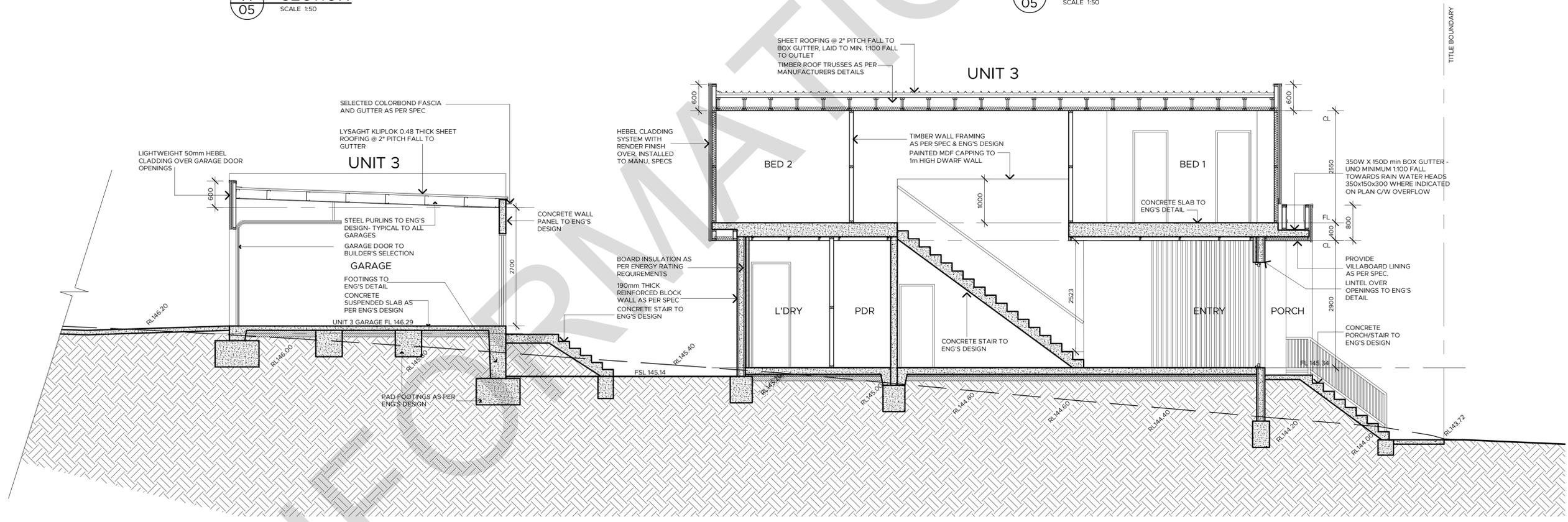
WINDOW/DOOR SCHEDULE
 SCALE 1:100



A
05 SECTION
SCALE 1:50



B
05 SECTION
SCALE 1:50



C
05 SECTION
SCALE 1:50

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D	JUN25	AMENDMENTS	EC

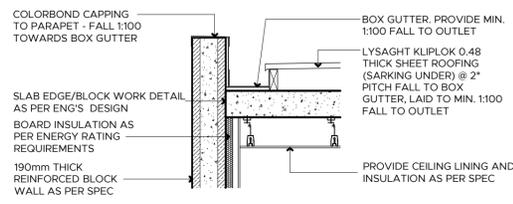
1.0m HIGH HANDRAIL & BALUSTRADE TO AT LEAST ONE SIDE OF STAIRS TO BUILDERS SELECTION & BCA REQUIREMENTS-INSTALLED TO MANUFACTURERS INSTRUCTIONS.

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.

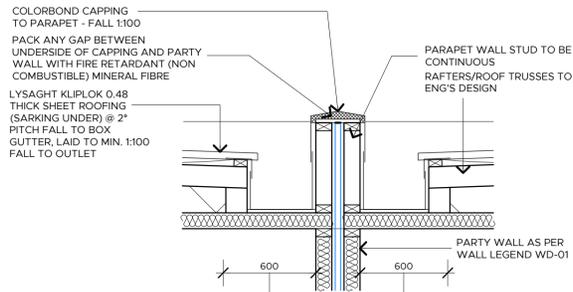
ENSURE NO PART OF BUILDING ENCLOSES TITLE BOUNDARY - TYP.

PRIOR TO THE PURCHASE AND INSTALLATION OF ENGINEER SPECIFIED STRUCTURAL BEAMS AND LINTELS, BUILDER TO CONFIRM WINDOW/OPENINGS ARE ACHIEVABLE AS DETAILED AND DIMENSIONED IN THE WINDOW SCHEDULE

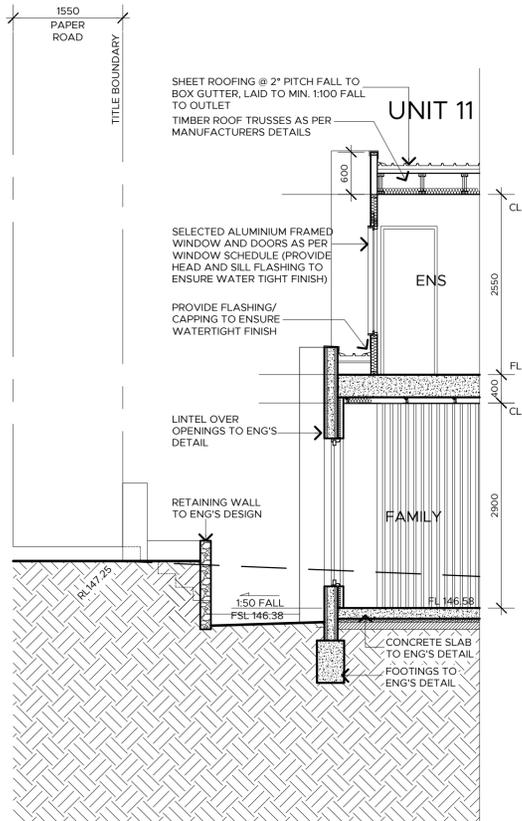
WD-18 D
(SUNSET PLACE)
1a SUNSET COURT, EPPING
RESIDENTIAL DEVELOPMENT
SECTION A, B & C



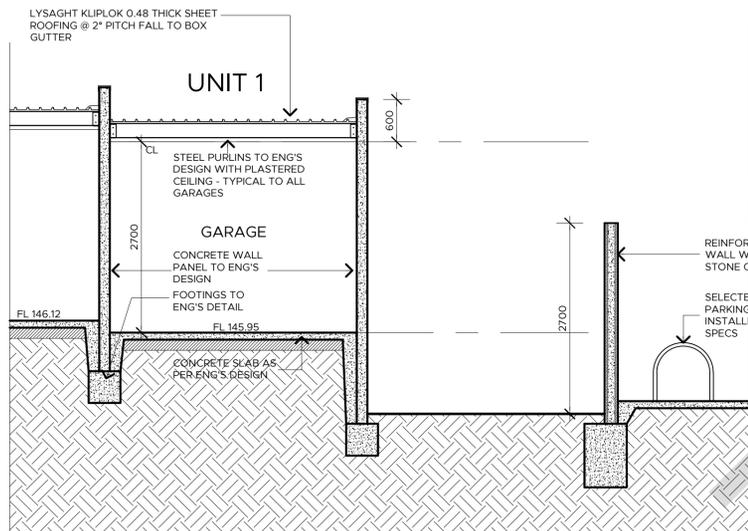
DETAIL 1
TYPICAL BOX GUTTER/
PARAPET DETAIL
SCALE: 1:20



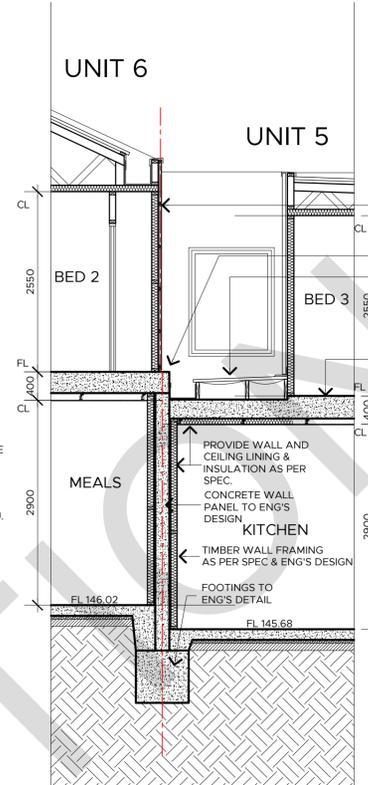
DETAIL 2
TYPICAL PARTY WALL
PARAPET
SCALE: 1:20



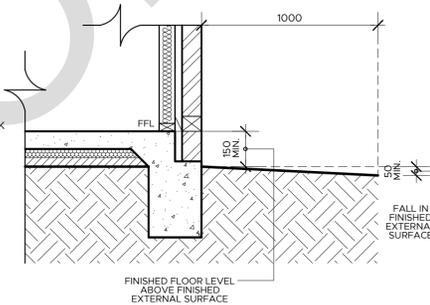
E 11
SECTION
SCALE 1:50



F 09
SECTION
SCALE 1:50



G 05
SECTION
SCALE 1:50



SURFACE WATER DRAINAGE DETAIL - TYPICAL

SCALE: 1:20

ENSURE ALL SURFACE WATER IS DIVERTED AWAY FROM A CLASS 1 BUILDING AS PER ITEMS STIPULATED IN NCC 2019 VOLUME 2 AMENDMENT 1 CLAUSE 3.1.3.3

3.1.3.3 (A) - THE EXTERNAL FINISHED SURFACE SURROUNDING THE SLAB MUST BE DRAINED TO MOVE SURFACE WATER AWAY FROM THE BUILDING AND GRADED TO GIVE A SLOPE OF NOT LESS THAN:

- (i) 25MM OVER THE FIRST 1M FROM THE BUILDING IN LOW RAIN INTENSITY AREAS FOR SURFACES THAT ARE REASONABLY IMPERMEABLE (SUCH AS CONCRETE OR CLAY); OR
- (ii) 50MM OVER THE FIRST 1M FROM THE BUILDING IN ANY OTHER CASE.

3.1.3.3 (B) - THE HEIGHT OF THE SLAB ON GROUND ABOVE EXTERNAL FINISHED SURFACE MUST NOT BE LESS THAN:

- (i) 100MM ABOVE THE FINISHED GROUND LEVEL LOW RAIN INTENSITY AREAS OR SANDY WELL-DRAINED AREAS; OR
- (ii) 50MM ABOVE IMPERMEABLE (PAVED OR CONCRETE AREAS) THAT SLOPE AWAY FROM THE BUILDING IN ACCORDANCE WITH CLAUSE 3.1.3.3 (A); OR
- (iii) 150MM IN ANY OTHER CASE.

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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.

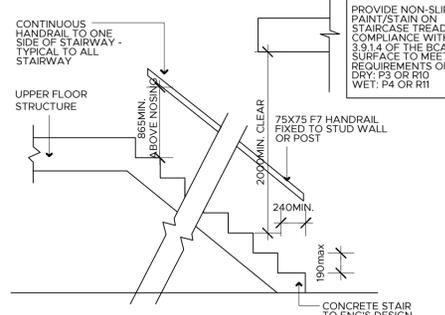
ENSURE NO PART OF BUILDING ENCLOSES TITLE BOUNDARY - TYP.

PRIOR TO THE PURCHASE AND INSTALLATION OF ENGINEER SPECIFIED STRUCTURAL BEAMS AND LINELS, BUILDER TO CONFIRM WINDOW/OPENINGS ARE ACHIEVABLE AS DETAILED AND DIMENSIONED IN THE WINDOW SCHEDULE

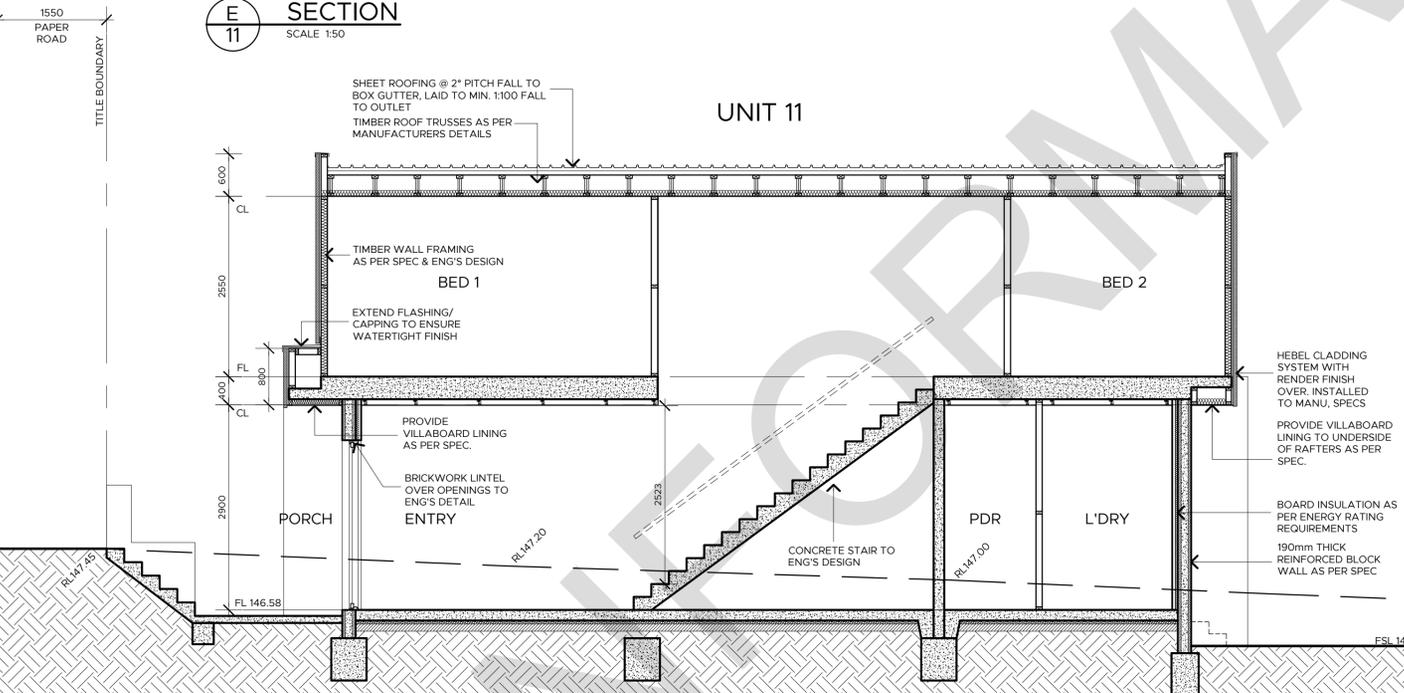
Table 3.9.1.1 RISER AND GOING DIMENSIONS (mm)

STAIR TYPE	RISER (R)		GOING (G)		SLOPE RELATIONSHIP (2R+G)	
	Max	Min	Max	Min	Max	Min
Stairs (other than spiral)	190	115	355	240	700	550
Spiral	220	140	370	210	680	590

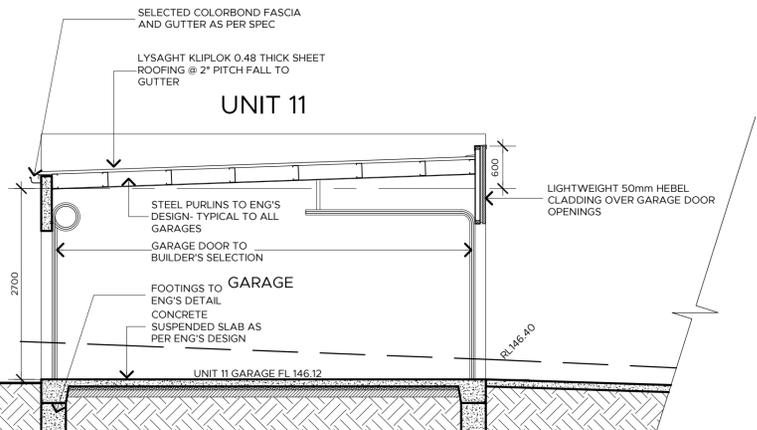
125 mm sphere must not pass through treads



DETAIL 3
TYPICAL STAIR DETAIL
CONCRETE STAIR
SCALE: 1:20



D 11
SECTION
SCALE 1:50



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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 MANUF. SPECS.

SHOWER ENCLOSURES TO BE WATERPROOFED TO A MINIMUM 1800mm 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.

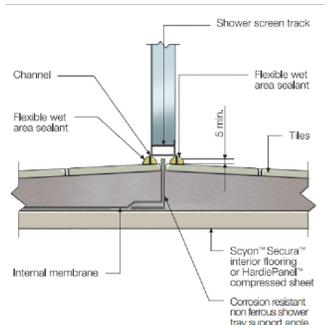
BATH TUBS TO BE SEALED TO ALL EXPOSED SURFACES AND MIN 150mm HIGH AROUND PERIMETER. IF HOB MOUNTED, SEAL ENTIRE PERIMETER WITH APPROVED SEALANT.

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

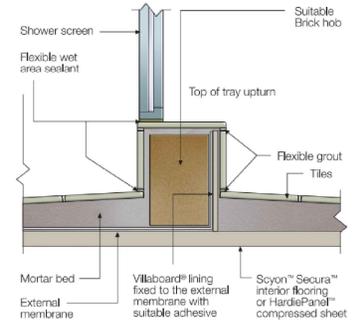
BASINS , LDY TRUUGHS AND KITCHEN SINKS TO BE SEALED TO 150mm HIGH TO PERMETER IF LESS THAN 75mm FROM AN ADJACENT WALL.

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

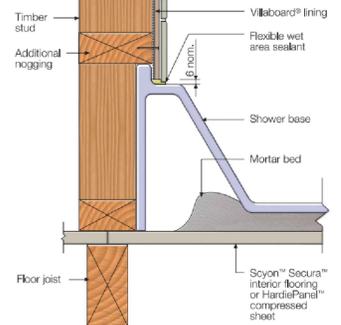
EXTERNAL WET AREAS TO BE WATERPROOFED IN ACCORDANCE WITH AS 4654.1 AND AS 4654.2 2012



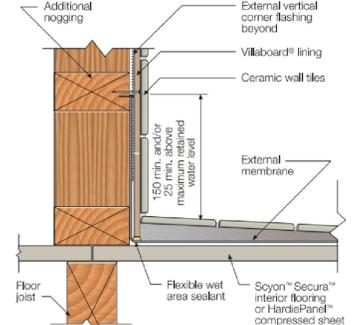
HOBLESS SHOWER



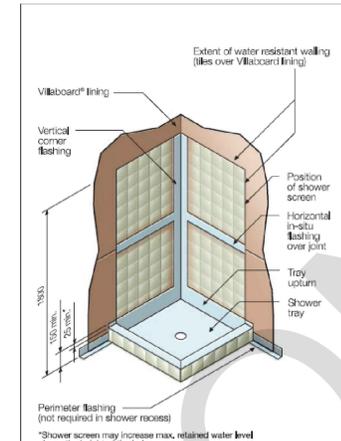
BRICK HOB - EXTERNAL MEMBRANE



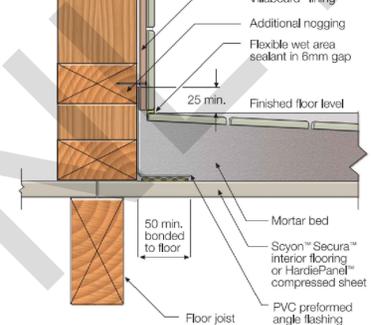
PREFORMED SHOWER BASE



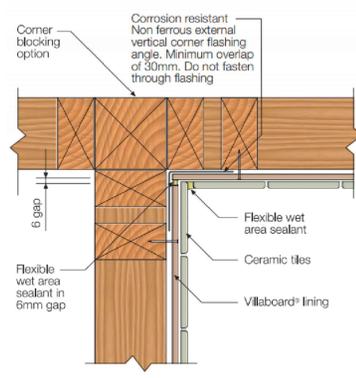
SHOWER BASE - EXTERNAL MEMBRANE



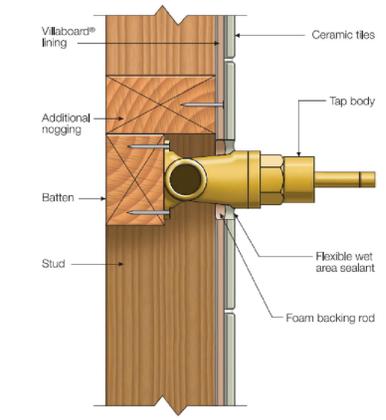
ENCLOSED SHOWER



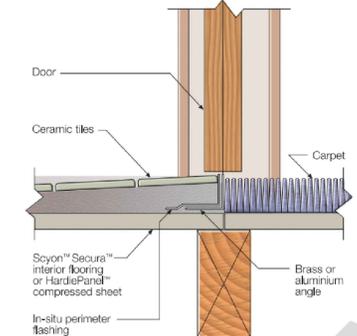
EXTERNAL PERIMETER FLASHING



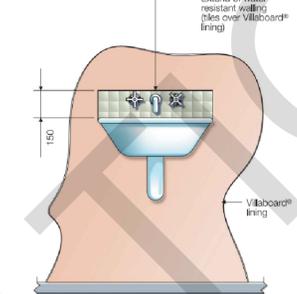
VERTICAL CORNER FLASHING FOR EXTERNAL MEMBRANE - SHOWER RECESS



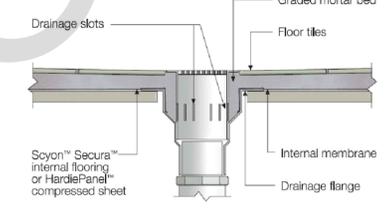
TAP PENETRATIONS TO SHOWER WALL



DOORWAY FLASHING



BASINS AND TUBS ABUTTING WALLS

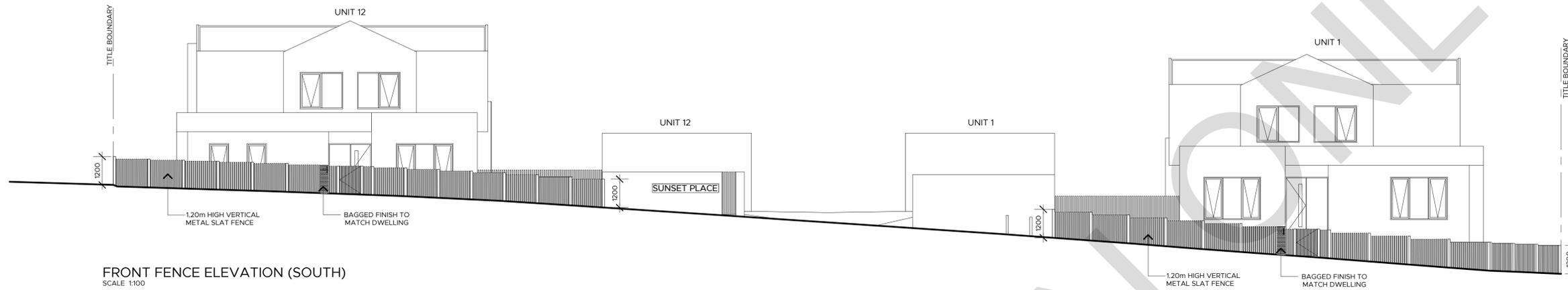


FLOOR PENETRATIONS

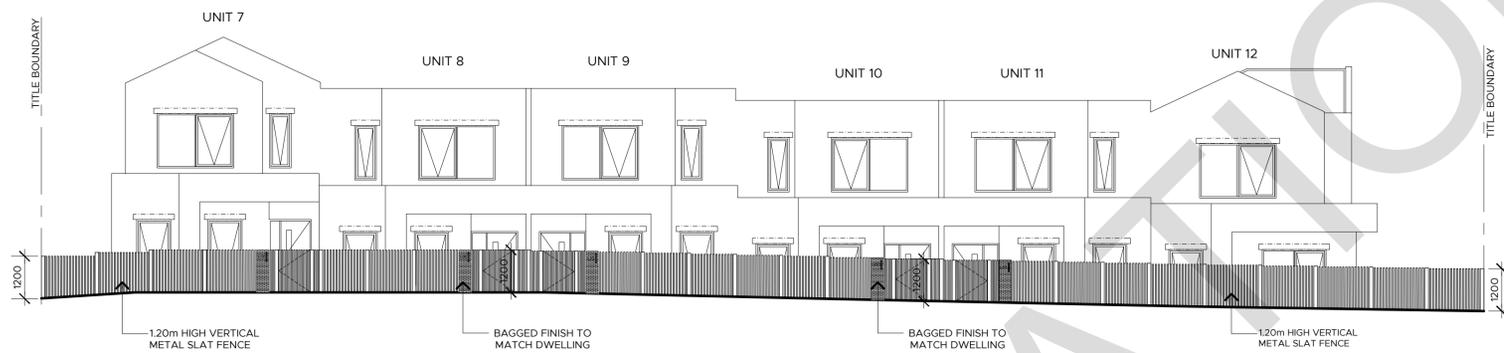
WATERPROOFING OF WET AREAS
BATHROOM/ENSUITE:
 WATERPROOF ENTIRE FLOOR, WALL / FLOOR JUNCTION & AROUND OPEN SHOWER AND FREE STANDING BATH AREA MINIMUM 1800MM HIGH & 1500MM FROM WATER OUTLET IN HORIZONTAL PLANE
LAUNDRY / WC:
 WATERPROOF WALL / FLOOR JUNCTIONS

INFORMATION

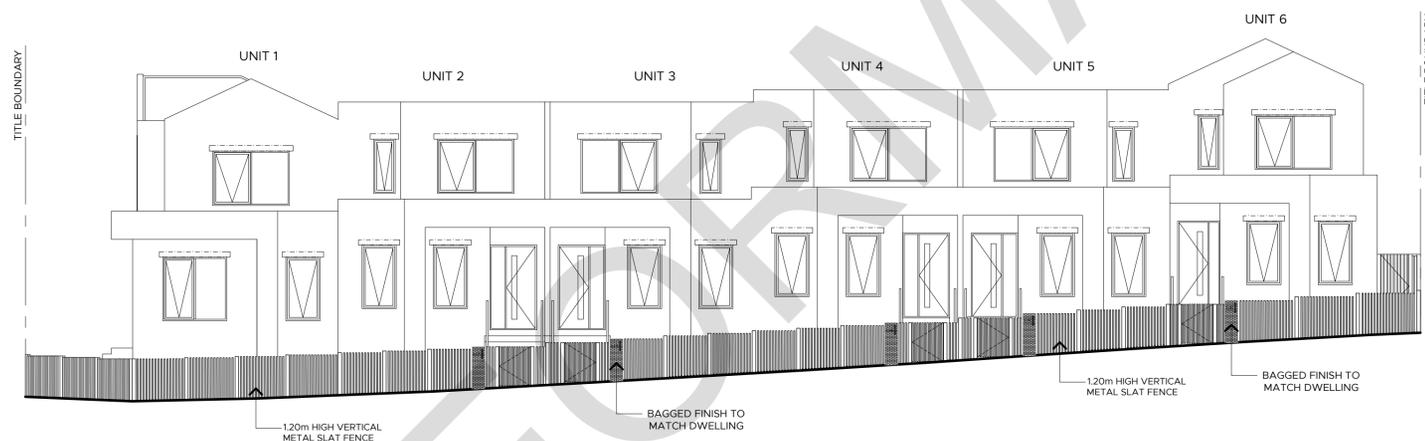
Rev	Date	Issue	Int.
P8	JAN24	CLIENT AMENDMENTS	EC
A	MAR24	BUILDING PERMIT ISSUE	EC
B	NOV24	ADD FRONT FENCE	EC
C	JUN25	AMENDMENTS	EC
D	JUN25	AMENDMENTS	EC



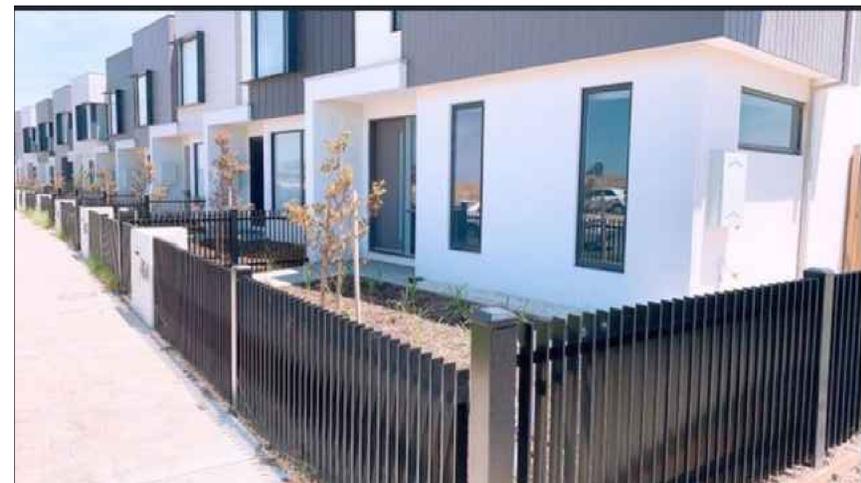
FRONT FENCE ELEVATION (SOUTH)
SCALE 1:100



FRONT FENCE ELEVATION (WEST)
SCALE 1:100



FRONT FENCE ELEVATION (EAST)
SCALE 1:100



EXAMPLE PHOTO OF FRONT FENCE

WD-21 D

(SUNSET PLACE)
1a SUNSET COURT, EPPING
RESIDENTIAL DEVELOPMENT
FRONT FENCE ELEVATIONS

JOB NO. 00925 SCALE 1:100 @ A1



PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

1A SUNSET COURT, EPPING
LOT: A PS: 802872T

THE PERMIT ALLOWS:

CONSTRUCTION OF TWELVE DWELLINGS AND A REDUCTION OF THE VISITOR CAR PARKING REQUIREMENTS OF THE WHITTLESEA PLANNING SCHEME IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Plans Required

1. Before the development hereby permitted starts, a copy of amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. The plans must be generally in accordance with the plans dated July 2020 and prepared by Ikonmidis Design Studio but modified to show:
 - a. Details of fencing, including perimeter fencing to be of 50% transparency;
 - b. Provision of a skylight to first-floor bathrooms;
 - c. Removal of obscure glazing and provision of a design mechanism in accordance with Clause 55.04-6 to the first-floor western windows of Dwellings 1-6 and the first-floor eastern windows of Dwellings 7-12 to the satisfaction of the Responsible Authority;
 - d. Full schedule of external materials, finishes and colours;
 - e. Landscaping as required by Condition 2;

Date Issued: 25 October 2020
Date Amended: 16 November 2022
Date Amended: 1 May 2025
716692 (PLN-44498)

**Signature for the
Responsible Authority:**


Natalie Papadopoulos

- f. ESD commitments as required by Condition 3;
2. Concurrent with the endorsement of plans under Condition 2 and before the development hereby permitted commences, a copy of a landscape plan prepared by a suitably qualified (or experienced) landscape designer to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of this permit. The plan must show:
- a. A survey of all existing vegetation and natural features;
 - b. The area or areas set aside for landscaping;
 - c. Details of landscaping including a schedule of all proposed trees, shrubs and ground covers;
 - d. The location of each species to be planted and the location of all areas to be covered by grass, lawn or other surface material;
 - e. Paving, retaining walls, fence design details and other landscape works including areas of cut and fill;
 - f. The provision of canopy trees throughout the development as appropriate, including in the front setback area of the buildings;
 - g. Appropriate irrigation systems;
 - h. Stormwater management details as per the STORM report, including the specific sizes and location of the rainwater tanks, and;
 - i. Consistency with the City of Whittlesea Landscape Guidelines Residential Development.
3. Before the development hereby permitted starts, Sustainability Management Plan to the satisfaction of the responsible authority must be submitted to, and approved by, the responsible authority. When approved, the plans will be endorsed and will then form part of this Permit. The amended plans and Sustainability Management Plan must be generally in accordance with the submitted Sustainable Design Assessment dated June 2020 prepared by Keystone Alliance Sustainability Solutions Pty Ltd, but modified to show following:
- a. Average of 6.6 Stars NatHERS must be achieved for the development. Each dwelling must achieve the minimum 6-star NatHERS rating requirement. Cooling load must not exceed 28 MJ/sqm for each townhouse.
 - b. Raingarden in private open spaces is not recommended as they are difficult to maintain. If installed, they must be professionally maintained or consider alternative solutions like buffer strips.

Date Issued: 25 October 2020
Date Amended: 16 November 2022
Date Amended: 1 May 2025

**Signature for the
Responsible Authority:**

 Natalie Papadopoulos

- c. Appliances like dishwashers and washing machines if not provided by the developer must be inputted as 'Default or Unrated' in BESS rating.
 - d. Provide light or medium coloured roof and driveway to reduce Urban Heat Island Impact. Roof selected must have a Solar reflectance of more than 0.15.
 - e. Indicate following commitments on plans –
 - i. Taps in private open spaces connected to the rainwater tanks.
 - ii. Bike parking space in each garage.
 - f. Annotate following commitments on plans –
 - i. Water efficient landscaping like native and drought tolerant species, drip irrigation, mulch.
 - ii. Rainwater tanks connected to toilets for flushing and irrigation.
 - iii. Light/Medium coloured roof with a solar reflectance more than 0.15
4. Prior to the commencement of works, including demolition and excavation, a Construction Management Plan must be submitted to and endorsed by the Responsible Authority. No works are permitted to occur until the Plan has been endorsed by the Responsible Authority. Once endorsed, the Construction Management Plan will form part of the permit and must be implemented to the satisfaction of the Responsible Authority. The plan must:
- a. Be in accordance with the Responsible Authority's Construction Management Plan template and include a detailed Site Management Plan.
 - b. Address occupational health and safety, traffic management, environmental controls and cultural heritage and/or dry stone wall protection measures to the satisfaction of the Responsible Authority.
 - c. Be submitted to the Responsible Authority a minimum of seven days before a required pre-commencement meeting (attended by authorised representatives of the construction contractor and project superintendent as appointed by the developer) on the site of the works.
 - d. Include the proposed route for construction vehicle access to the site including a program for the upgrade and maintenance works required along this route while works are in progress.
 - e. Address the location of parking areas for construction and sub-contractors' vehicles on and surrounding the site, to ensure that vehicles associated with construction activity cause minimum disruption to surrounding properties.
 - f. Include measures to reduce the impact of noise, dust and other emissions created during the construction process.
 - g. Demonstrate all environmental and cultural heritage and/or dry stone wall protection measures identified on a drawing(s) drawn to scale.

Date Issued: 25 October 2020
Date Amended: 16 November 2022
Date Amended: 1 May 2025

**Signature for the
Responsible Authority:**


Natalie Papadopoulos

- h. Measures to ensure that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the storm water drainage system.
- i. Include means by which foreign material will be restricted from being deposited on public roads by vehicles associated with the building and works on the land to the satisfaction of the Responsible Authority.
- j. Address any recommendations of any approved Cultural Heritage, Dry Stone Wall and Conservation Management Plans applying to the land.
- k. Identify the location and method of any Tree Protection Zones inclusive of trees within nature strips adjacent to the site boundaries in accordance with Appendix 2 of Council's 'Street Tree Management Plan'.
- l. Ensure that all contractors working on the site must be inducted into an environmental management program for construction works.

All works must be carried out generally in accordance with the measures set out in the Construction Management Plan approved by the Responsible Authority. Any changes to the Construction Management Plan must be submitted to and approved by the Responsible Authority prior to implementation unless otherwise agreed to in writing by the Responsible Authority.

Layout Not Altered

5. The development allowed by this permit and shown on the plans and/or schedules endorsed to accompany this permit shall not be amended for any reason without the consent of the Responsible Authority.
6. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Landscaping and Stormwater Management

7. Prior to the occupation of the dwellings hereby approved, landscaping and stormwater management works shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.

Actions Before Use Commences

8. Prior to the occupation of any building approved under this permit, a compliance inspection and report from the author of the Sustainability Management Plan, approved pursuant to this permit, or suitably qualified person or company, must be submitted to the Responsible Authority.

Date Issued: 25 October 2020

Date Amended: 16 November 2022

Date Amended: 1 May 2025

**Signature for the
Responsible Authority:**


A handwritten signature in black ink that reads "Natalie Papadopoulos". The signature is written in a cursive style and is positioned above a horizontal line.

The compliance report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the Report have been implemented in accordance with the approved documentation.

9. Prior to the occupation of the dwellings hereby approved, the car parking areas and access ways must be drained, fully sealed and constructed with asphalt, interlocking paving bricks, coloured concrete or other similar materials to the satisfaction of the Responsible Authority.
10. In areas set aside for car parking, measures must be taken to the satisfaction of the Responsible Authority to prevent damage to fences or landscaped areas.
11. Vehicular access to the site must be by way of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will be using the crossing(s). The location, design and construction of the vehicle crossing(s) must be approved by the Responsible Authority. Any existing unused or redundant crossing(s) must be removed and replaced with concrete kerb, channel and naturestrip to the satisfaction of the Responsible Authority. All vehicle crossing works are to be carried out with Council supervision.
12. The permit holder shall be responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The permit holder shall be responsible for obtaining prior specific written approval for any works involving the alteration of Council or other Public Authority assets.
13. Prior to occupation of any dwelling on the subject site, a letter box and house number to the satisfaction of the Responsible Authority shall be provided for each dwelling.
14. At all times during the construction phase of the development, the permit holder shall take measures to ensure that pedestrians are able to use with safety any footpath along the boundaries of the site.
15. Upon completion of all buildings and works authorised by this permit the permit holder must notify the Responsible Authority of the satisfactory completion of the development and compliance with all relevant conditions.

Date Issued: 25 October 2020
Date Amended: 16 November 2022
Date Amended: 1 May 2025

**Signature for the
Responsible Authority:**


Natalie Papadopoulos

Drainage Management

16. Before starting any buildings or works, engineering plans showing a properly prepared design (with computations) for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system (if required), must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.
17. Prior to the occupation of the dwellings hereby approved, the permit holder is required to construct at no cost to Council, drainage works between the subject site and the Council nominated point of discharge. Such drainage works must be designed by a qualified engineer and submitted to and approved by Council. Computations will also be required to demonstrate that the drainage system will not be overloaded by the new development. Construction of the drainage system must be carried out in accordance with Council specifications and under Council supervision.
18. Prior to the occupation of the dwellings hereby approved, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.

General Amenity – Construction works

19. Any litter generated by building activities on the site shall be collected and stored in an appropriate enclosure which complies with Council's Code of Practice for building/development sites. The enclosures shall be regularly emptied and maintained such that no litter overflows onto adjoining land. Prior to occupation and/or use of the building, all litter shall be completely removed from the site.
20. During the construction phase, vehicles leaving the site must not deposit mud or other materials on roadways. Any mud or other materials deposited on roadways as a result of construction works on the site must be cleaned to the satisfaction of the Responsible Authority within two hours of it being deposited.

Ongoing Conditions

21. Collection of waste must be in accordance with the endorsed Waste Management Plan and must be undertaken by Council and must not cause unreasonable disturbance to nearby residential properties to the satisfaction of the Responsible Authority.

Date Issued: 25 October 2020
Date Amended: 16 November 2022
Date Amended: 1 May 2025

**Signature for the
Responsible Authority:**


A handwritten signature in black ink, reading "Natalie Papadopoulos", is written over a horizontal line. To the left of the first letter "N" is a small red circle containing a white letter "C".

22. Unless otherwise agreed in writing by the Responsible Authority, the landscaping areas shown on the endorsed plans must be used for landscaping and no other purpose and any landscaping must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.

Permit Expiry

23. In accordance with the *Planning and Environment Act 1987* a permit for the development expires:
- a. The approved development does not start within 2 years of the date of this permit; or
 - b. The approved development is not completed within 4 years of the date of this permit.

The responsible authority may extend the periods referred to above if a request is made in writing. This request must be made before or within 6 months after the permit expiry date where the development has not yet started and within 12 months after the permit expiry date where the development allowed by the permit has lawfully started before the permit expires.

Notes:

Advanced Trees

An advanced tree under this permit shall generally constitute the following:

- Evergreen – minimum container size 45 litre spring ring, calliper at ground level 50mm.
- Deciduous – minimum calliper at ground level 65mm, minimum height 2 metres.

Easements

No structure may be built over an easement on the subject site without the consent of the relevant Responsible Authority.

Property Numbering

Date Issued: 25 October 2020
Date Amended: 16 November 2022
Date Amended: 1 May 2025

**Signature for the
Responsible Authority:**

 Natalie Papadopoulos

Please note that property addresses and numbering is allocated by Council. This is usually formalised at the time of the subdivision, however it is Council's intention to number the proposed allotments/apartments/dwellings/tenancy as follows:

- Unit 1 – 3 Sunset Court, Epping*
- Unit 2 – 1 Burble Walk, Epping*
- Unit 3 – 3 Burble Walk, Epping*
- Unit 4 – 5 Burble Walk, Epping*
- Unit 5 – 7 Burble Walk, Epping*
- Unit 6 – 9 Burble Walk, Epping*
- Unit 7 – 10 Waterfall Walk, Epping*
- Unit 8 – 8 Waterfall Walk, Epping*
- Unit 9 – 6 Waterfall Walk, Epping*
- Unit 10 – 4 Waterfall Walk, Epping*
- Unit 11 – 2 Waterfall Walk, Epping*

Cultural Heritage Management Plan

The development must at all times comply with the recommendations of the Cultural Heritage Management Plan (plan no. 15371) prepared by Benchmark Heritage Management and approved by the Wurundjeri Land and Compensation Cultural Heritage Council Aboriginal Corporation on 9 May 2018.

Amended Permit

This Permit has been amended under Section 72 of the *Planning and Environment Act 1987* as follows:

Date of Amendment	Description of Amendment
16 November 2022	Architectural plans amended to reflect minor design changes.

This Permit has been amended under Section 72 of the *Planning and Environment Act 1987* as follows:

Date of amendment	Brief description of amendment	Name of responsible authority that approved the amendment	Section of the Act under which the permit has been amended

Date Issued: 25 October 2020
Date Amended: 16 November 2022
Date Amended: 1 May 2025

Signature for the Responsible Authority:

 Natalie Papadopoulos

1/05/2025	<p>Condition No. 21 amended to allow for Council waste collection in lieu of Private Waste collection.</p> <p>Plans amended to show bin storage for Units 2, 3, 4 & 5 in the front yards and first floor internal arrangements for Units 1 & 12.</p> <p>[PLN-44498]</p>	Whittlesea City Council	Section 72
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Date Issued: 25 October 2020
Date Amended: 16 November 2022
Date Amended: 1 May 2025

**Signature for the
Responsible Authority:**

 Natalie Papadopoulos

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

- The Responsible Authority has issued an amended permit.

CAN THE RESPONSIBLE AUTHORITY REVIEW THIS PERMIT?

- The responsible authority may amend this permit under Division 1A 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 the land expires if –
 - the development or at 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 five years of the certification of the Plan of Subdivision or Consolidation under the *Subdivision Act 1988*.
2. A permit for 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 the 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 the 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 of Subdivision 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 must be accompanied by the prescribed fee.
- An appeal must state the grounds upon which it is based.
- An 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.
- The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.

INFORMATION ONLY



Cashflow Prediction

OC fees per annum	\$ 13,280.00	Management fees	3600
OC fees per lot	\$ 1,106.67		

Income	Month 1	2	3	4	5	6	7	8	9	10	11	12	Total
OC Fees per quarter	\$ 3,320.00			\$ 3,320.00			\$ 3,320.00			\$ 3,320.00			\$ 13,280.00
Total Income	\$ 3,320.00	\$ -	\$ -	\$ 3,320.00	\$ -	\$ -	\$ 3,320.00	\$ -	\$ -	\$ 3,320.00	\$ -	\$ -	\$ 13,280.00

Expenditure													
Management Fees	\$3,600.00	\$900.00		\$900.00			\$900.00			\$900.00			
Disbursements	\$780.00	\$780.00											
Insurance	\$6,500.00											\$6,500.00	
Gardening	\$1,200.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Water	\$600.00	\$150.00		\$150.00			\$150.00			\$150.00		\$150.00	
Electricity	\$600.00	\$150.00		\$150.00			\$150.00			\$150.00		\$150.00	
Total Expenditure	\$ 13,280.00	\$2,080.00	\$100.00	\$100.00	\$1,300.00	\$100.00	\$100.00	\$1,300.00	\$100.00	\$100.00	\$1,300.00	\$100.00	\$6,600.00
Bank Balance		\$ 1,240.00	\$ 1,140.00	\$ 1,040.00	\$ 3,060.00	\$ 2,960.00	\$ 2,860.00	\$ 4,880.00	\$ 4,780.00	\$ 4,680.00	\$ 6,700.00	\$ 6,600.00	\$ -

The quote is based on the plan being only one subdivision

Insurance to be paid by the developer for the first year and to be reimbursed at settlement this is an estimate based on current market conditions and will need to be formally quoted prior to placing cover.

Water bill is an estimate only this will vary depending on usage

Electricity is an estimate only and will vary depending on usage

Caretaking based on developer appointed gardner

Setup cost of \$550 to be paid by the developer

The estimated OC fees ar as per the current market conditions. There may be variations of cost upon completion of the project

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