

CONTRACT OF SALE OF REAL ESTATE

Property Address: 49 Soho Crescent, Wollert VIC 3750

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/...../20.....

Print name of person signing.....**Alvaro Andres Beltran Rueda and Grace Marie Vanegas Sanchez**

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sale

Section 9AA(1A) Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata & Co
769 High Street, Epping VIC 3076
Tel: 03 9401 1117 Fax: Ref: Email: sold@rataandco.com.au

VENDOR

**Alvaro Andres Beltran Rueda and
Grace Marie Vanegas Sanchez**

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

A4 Conveyancing Pty Ltd
of Suite 1, 215 Watton Street, Werribee VIC 3030
Tel: 9749 8515 Fax: 9974 2900 Ref: 25/5028 Email: admin@a4conveyancing.com.au
Antoinette Easson

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of
Tel: Fax: Ref: Email:

LAND (General Conditions 7 and 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 12183 Folio 115	3139	817675M

OR

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

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
49 Soho Crescent, Wollert VIC 3750

GOODS SOLD WITH THE LAND (general condition 6.3(f))

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

- DEPOSIT BOND** General Condition 15 applies only if the box is checked
- BANK GUARANTEE** General Condition 16 applies only if the box is checked

PAYMENT

PRICE	\$		
DEPOSIT	\$	by	
BALANCE	\$	(of which \$	has been paid)

payable at settlement

GST (refer to General Condition 19)

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

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If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

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

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SETTLEMENT (refer to General Condition 17 and 26.2)

Is due on

LEASE (refer to General Condition 5.1)

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

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in which case refer to General Condition 5.1.

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

GST WITHHOLDING NOTICE

The purchaser is not required to make a GST withholding payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth) In relation to this supply of land unless the words "**GST withholding applies**" Appear in this box which case the vendor will provide further details before Settlement.

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Unless the words "GST withholding applies" appear in this box, this section Serves as a notification for the purpose of Section 14-255 of Schedule 1 to the Taxation Administration Act 19553 (Cth)

COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (Vic) (CIPT Act)

(a) Is the Land Tax Reform Scheme land within the meaning of the CIPT Act?

NO

(b) The Australian Valuation Property Classification Code (within the Meaning of the CIPT Act) most recently allocated to the land is:

AVPCC No: 110
(Unless shown otherwise on municipal rates notice or property clearance certificate in which case the AVPCC number is as shown on the municipal rates notice or property clearance certificate.)

(c) If the Land is Tax Reform Scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows

NOT APPLICABLE

TERMS CONTRACT (refer to General Condition 30)

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

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LOAN (refer to General Condition 20) – **NOT APPLICABLE**

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

Lender:

Loan amount:

Approval date:

- BUILDING REPORT** General Condition 21 applies only if the box is checked – **NOT APPLICABLE**
- PEST REPORT** General Condition 22 applies only if the box is checked – **NOT APPLICABLE**

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

INFORMATION ONLY

Special Conditions

Instructions: it is recommended that when adding 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 this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. LOSS OR DAMAGE BEFORE SETTLEMENT

General Condition 31 (Loss or damage before settlement) is amended by deleting General Conditions 31.4, 31.5 and 31.6.

2. AUCTION CONDITIONS

If the property is offered for sale by public auction, subject to the vendor's reserve price, the Rules for the conduct of the auction are set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those, Rules.

3. DEPOSIT RELEASE

3.1 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

3.2 The Purchaser must not unreasonably refuse to give notice in accordance with Section 27 (3) of the said Act.

4. REPRESENTATIONS

The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor (or anyone on the vendor's behalf) was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied.

5. IDENTITY AND MEASUREMENTS

The purchaser admits the land as offered for sale and inspected is identical with that described in the title particulars. The purchaser must not make any requisition nor claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or call upon the vendor to amend the title or to bear all or any part of the cost of doing so.

6. CONDITION AND STATE OF REPAIR

6.1 The purchaser acknowledges that the property is sold in the condition and state of repair and subject to all faults and defects existing at the day of sale.

6.2 No warranty or representation (whether express or implied) is given about the property by the vendor (or anyone on the vendor's behalf) regarding.

(a) the nature, condition, quality or state of repair,

(b) defects (latent or patent), dilapidation or infestation (including without limitation its environmental condition or contamination),

(c) fitness for any purpose, and/or

(d) compliance with building regulations.

6.3 The purchaser expressly releases the vendor (and/or anyone acting on behalf of the vendor) from any claims or demands in respect to any warranty or representation alleged to have been given about the property.

7. ADJUSTMENTS

If requested, the Purchaser must provide copies of all **current** certificates, searches and other information used to calculate adjustments. The vendor will not be obliged to provide payment details until such time as the copies have been received.

8. CONTRACT DEED OF VARIATION

The purchaser acknowledges that the vendor will incur additional legal costs if the purchaser requests to alter settlement date or a substantial variation to the original contract, then purchaser must pay at settlement an amount of \$440.00 inclusive of GST to the vendor's legal practitioner/licensed conveyancer for each deed of variation granted by the vendor. (deposit, finance, building and pest extensions do not apply)

9. SETTLEMENT RESCHEDULING FEE

The purchaser acknowledges that the vendor will incur additional legal costs if a scheduled settlement time or date is cancelled at the request of the purchaser or because of default by the purchaser. Without limiting any other rights of the vendor, the purchaser must pay at settlement an amount of \$330.00 inclusive of GST to the vendor's legal practitioner for each separate occasion settlement is rescheduled with consent of the vendor.

10. ADJUSTMENT OF RENT – if applicable

10.1 The rents and profits of the property ("Rent") shall belong to the vendor up to and including the settlement date and thereafter to the purchaser. Adjustment of Rent shall be dealt with in the following manner: -

(a) any prepaid Rent shall be apportioned between the vendor and the purchaser, and the adjustment allowed as the case may be, and the vendor agrees to use reasonable endeavours to ensure that all outgoings are paid up to date.

(b) without limiting paragraph (e) of this special condition the purchaser shall immediately after the settlement date and where necessary give notice to the lessee to pay all and any arrears of Rent for any period prior to and including the settlement date ("the Pre-Settlement Period") direct to the vendor or as the vendor shall direct.

(c) if the purchaser receives any payment made to the purchaser by a tenant on account of arrears of Rent for the Pre-Settlement Period the purchaser shall receive the payment in trust for the vendor and shall immediately account to the vendor for the same.

(d) the purchaser shall not under any circumstances be entitled to adjust against the vendor in respect of Rent payable but unpaid for any period from the settlement date and General Condition 15 shall be construed; accordingly, and

(e) if arrears of Rent in respect of the Pre-Settlement period have not been paid to the vendor within thirty (30) days after the Rent should have been paid pursuant to the terms of the relevant lease or within thirty (30) days after the Settlement Date (whichever is the later) the purchaser hereby authorises the vendor to take enforcement proceedings in the name of the purchaser (or otherwise as may be lawfully appropriate) to recover the arrears of Rent (on the basis however that the vendor is entitled to those arrears of rent). As between the vendor and the purchaser all costs and expenses in respect of the recovery of the arrears shall be to the account of the vendor but the Purchaser shall do all things reasonably required by the vendor to allow the vendor to obtain recovery of the arrears.

10.2 For the purposes of General Condition 15, the parties agree not to adjust any rates, taxes, assessments or other outgoings which under the Leases are payable by the tenant under the leases.

11. FIRB APPROVAL

11.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.

11.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

11.3 This warranty and indemnity do not merge on completion of this contract.

12. SWIMMING POOL/SPA- if applicable

In the event that the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulations 2018.

The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with the current building regulations and the Purchaser agrees that they cannot terminate this Contract in the event that the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any non-compliance.

13. VENDOR'S LAND TAX

Notwithstanding any other Condition or provision contained in this Contract (this Special Condition taking Priority in all respects as to Land Tax), any Land Tax liability attached to or as a charge on the Property whatsoever (whether already raised now or arising after the Day of Sale but before Settlement, including any Proportional or Multiple Holding, Trust Surcharge, Vacant Land Tax Liability, Foreign Citizen loading, Absentee owner surcharge or the like) is to remain the Vendor's responsibility, and is to be paid in full by the Vendor (by deduction) at Settlement and will not be adjusted whatsoever at settlement between the parties.

For the avoidance of doubt, the Purchaser shall not be required to contribute in any way to the Vendor's Land Tax Liability for the Calendar Year in which Settlement takes place or for any *prior* year.

The Vendor hereby indemnifies and agrees to keep indemnified the Purchaser against any Land Tax liability that arises from the Calendar year in which Settlement takes place, or is raised, payable or levied, for any period Prior to Settlement.

This Special Condition shall not merge at Settlement and shall continue in full force and effect notwithstanding completion of Settlement.

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.

14. WINDFALL GAINS TAX

The parties acknowledge that any Windfall Gains Tax existing on the property will not be apportioned in the adjustments as per section 10H of the Sale of Land Act 1962. The Vendor will be liable to pay any existing Windfall Gains Tax on the day of settlement.

15. RE-ADJUSTMENT on STATEMENT OF ADJUSTMENTS AFTER SETTLEMENT

Both Vendors and Purchasers agree that if a Re-Adjustment of any outstanding amounts not paid at Settlement, both parties HEREBY AGREE to Re-Adjust and pay the outstanding amount (if applicable) by the responsible party after Settlement.

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 party’s 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 the header of this page.

6.2 The warranties in General Conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land, and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings, and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land.

(b) easements over the land.

(c) lease or other possessory agreement affecting the land.

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices.

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in General Conditions 6.3 and 6.4 are subject to any contrary provisions in this Contract and disclosures in the Section 32 Statement.

6.6 If Sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

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

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in General Condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties Online 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 applies despite General Condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in General Condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with Section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under Section 23 of that Act.

13.2 The remaining provisions of this General Condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(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; 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 electronic address for the service of notices and for written communications for the purposes of any electronic transaction's 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 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.

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 nonmonetary 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 include 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. INTERESTS

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.

GUARANTEE and INDEMNITY

I/We, of
 and of

being the **Sole Director / Directors** of ACN
 (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:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) 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 20.....

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

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

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](http://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.

(04/10/2016)

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.

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Alvaro Andres Beltran Rueda and Grace Marie Vanegas Sanchez
----------------	---

Property:	49 Soho Crescent, Wollert VIC 3750
------------------	------------------------------------

VENDORS REPRESENTATIVE

A4 Conveyancing Pty Ltd
Suite 1, 215 Watton Street
WERRIBEE VIC 3030
Tel: 9749 8515
Fax: 9974 2900
Email: admin@a4conveyancing.com.au

Ref: 25/5028

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: - None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements, and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

See attached certificate

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

32I COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (Vic) (CIPT Act)

- (a) Is the Land Tax Reform Scheme land within the meaning of the CIPT Act?

NO

- (b) The Australian Valuation Property Classification Code (within the Meaning of the CIPT Act) most recently allocated to the land is:

AVPCC No: 110

(Unless shown otherwise on municipal rates notice or property clearance certificate in which case the AVPCC number is as shown on the municipal rates notice or property clearance certificate.

- (c) If the Land is Tax Reform Scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows:

NOT APPLICABLE

TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find: -

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**
- **Register Search Statement Volume 12183 Folio 115**
- Plan of Subdivision & Covenant PS817675M
- Covenant ak704499C
- Mortgage AT870777Q
- 173 Agreement AF771740P
- Detailed Property Report
- Planning Property Report
- Municipal Land Information Certificate
- Water Information Statement
- Land Tax Certificate
- Vic Roads Certificate
- Municipal Building Certificate
- Building Permit
- Occupancy Certificate
- Domestic Building Insurance

SECTION 32 STATEMENT
49 Soho Crescent, Wollert VIC 3750

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Alvaro Andres Beltran Rueda and Grace Marie Vanegas Sanchez

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

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

Page 1 of 1

VOLUME 12183 FOLIO 115

Security no : 124128629401M
Produced 02/10/2025 04:40 PM

LAND DESCRIPTION

Lot 3139 on Plan of Subdivision 817675M.
PARENT TITLE Volume 12075 Folio 719
Created by instrument PS817675M 24/01/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ALVARO ANDRES BELTRAN RUEDA
GRACE MARIE VANEGAS SANCHEZ both of 49 SOHO CRESCENT WOLLERT VIC 3750
AT870776S 15/12/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT870777Q 15/12/2020
WESTPAC BANKING CORPORATION

COVENANT AK704499C 08/11/2013

COVENANT PS817675M 24/01/2020

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
AF771740P 10/04/2008

DIAGRAM LOCATION

SEE PS817675M 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: 49 SOHO CRESCENT WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 15/12/2020

DOCUMENT END

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Document Type	Plan
Document Identification	PS817675M
Number of Pages (excluding this cover sheet)	5
Document Assembled	02/10/2025 16:40

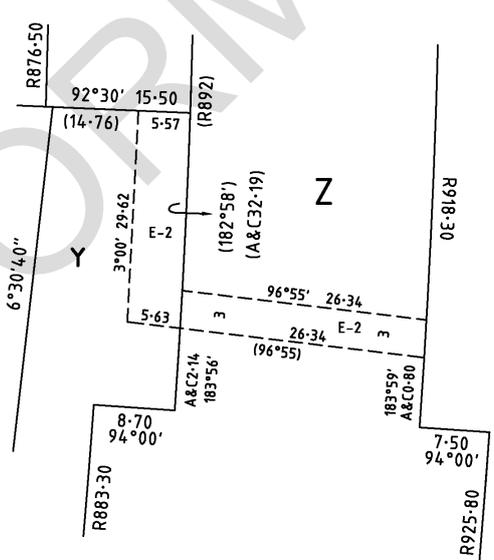
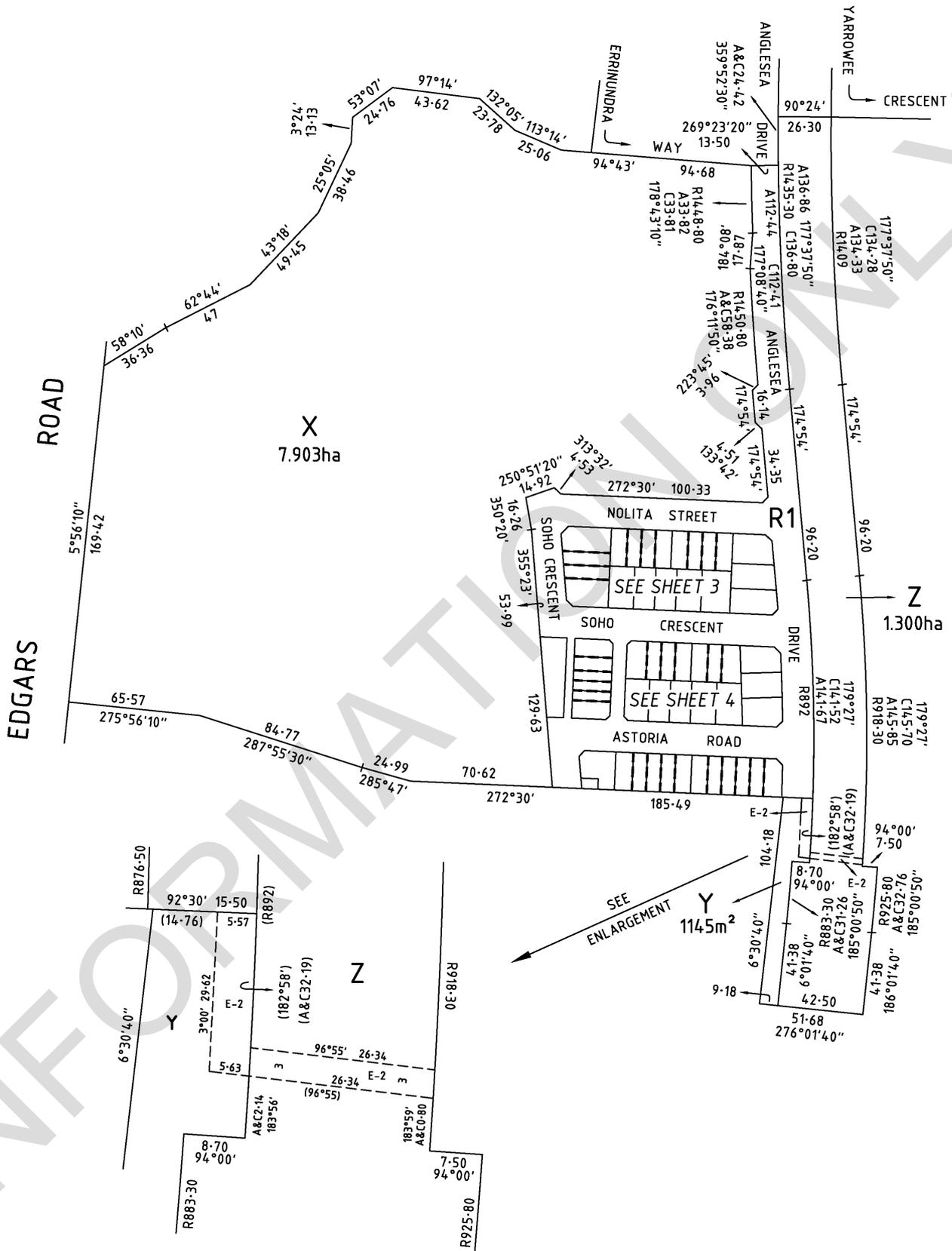
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PLAN OF SUBDIVISION		EDITION 1	PS817675M	
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: — SECTION: 13 CROWN ALLOTMENT: 1 (PART) CROWN PORTION: — TITLE REFERENCE: VOL. 12075 FOL. 719 LAST PLAN REFERENCE: PS744137W (LOT E) POSTAL ADDRESS: 990B EDGARS ROAD (at time of subdivision) WOLLERT 3750 MGA CO-ORDINATES: E: 324 230 ZONE: 55 (of approx centre of land in plan) N: 5834 890 GDA 94		Council Name: Whittlesea City Council Council Reference Number: 609740 Planning Permit Reference: 716352 SPEAR Reference Number: S119874C Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 03/09/2018 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 13/01/2020 Statement of Compliance issued: 14/01/2020		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 3100 (BOTH INCLUSIVE), 3133 & 3136 HAVE BEEN OMITTED FROM THIS PLAN. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. FOR DETAILS OF RESTRICTIONS INCLUDING BURDENED LOTS & BENEFITING LOTS, SEE CREATION OF RESTRICTIONS ON SHEET 5.		
ROAD R1 RESERVE No. 1 RESERVE No. 2 RESERVE No. 3	WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL			
NOTATIONS		DEPTH LIMITATION: 15.24m APPLIES This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. 716352 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 21, 38, 40, 48, 588 In Proclaimed Survey Area No. — Estate: Aurora Phase No.: 31A No. of Lots: 50 + Lots A, B, X, Y & Z PHASE AREA: 2.176ha		
This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. 716352 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 21, 38, 40, 48, 588 In Proclaimed Survey Area No. — Estate: Aurora Phase No.: 31A No. of Lots: 50 + Lots A, B, X, Y & Z PHASE AREA: 2.176ha				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS A, B, 3101 TO 3111 (BOTH INCLUSIVE), 3120 TO 3132 (BOTH INCLUSIVE), 3134, 3135, 3145 TO 3152 (BOTH INCLUSIVE) EASEMENTS AND RIGHTS IMPLIED UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 FOR SUPPORT PURPOSES THROUGH A RETAINING WALL AFFECT THE LAND IN THIS PLAN EXCEPT LOT X.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 E-2 E-2	PARTY WALL SEWERAGE DRAINAGE	0.15 SEE DIAG. SEE DIAG.	THIS PLAN THIS PLAN THIS PLAN	RELEVANT ABUTTING LOTS ON THIS PLAN YARRA VALLEY WATER CORPORATION WHITTLESEA CITY COUNCIL
Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au		SURVEYORS FILE REF: 1601251/31A 1601251-31A-PS-V4+LR.DWG Digitally signed by: Sean Adrian O'Connor, Licensed Surveyor, Surveyor's Plan Version (4), 10/12/2019, SPEAR Ref: S119874C	ORIGINAL SHEET SIZE: A3 PLAN REGISTERED TIME: 12.28 PM DATE: 24/01/2020 RHills Assistant Registrar of Titles	SHEET 1 OF 5

PS817675M



ENLARGEMENT
NOT TO SCALE



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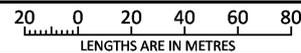
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SURVEYORS REF
1601251/31A

SCALE
1 : 2000

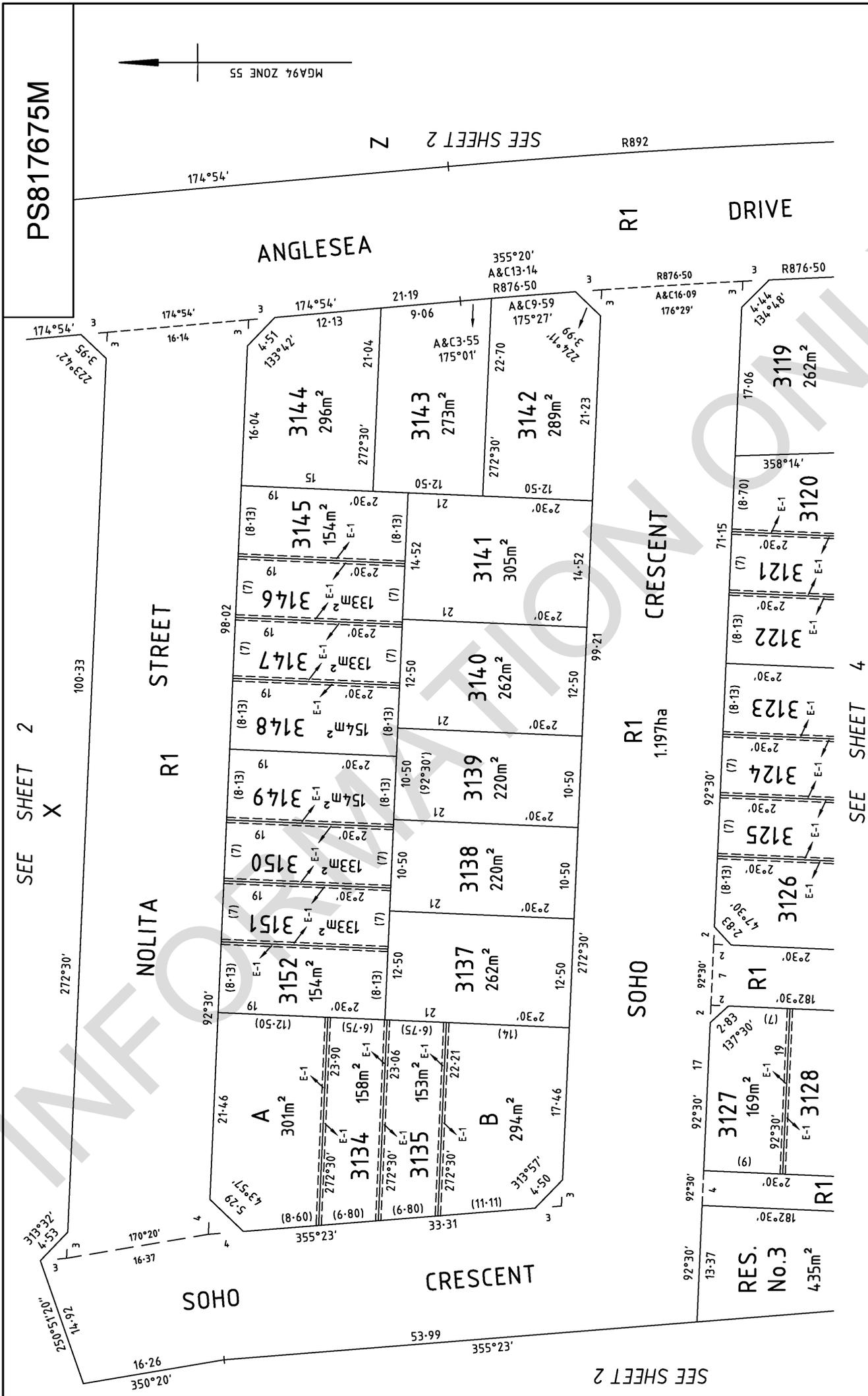


ORIGINAL SHEET
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SHEET 2

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PS817675M

SEE SHEET 2
X

SEE SHEET 2

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PS817675M

SEE SHEET 3

R1

CRESCENT

1.197ha

SOHO

R1

BRYANT LANE

WILLIAMSBURG WALK

RES. No.3
435m²

3127
169m²

3128
133m²

3129
95m²

3130
95m²

3131
95m²

3132
169m²

3125
133m²

3124
133m²

3123
154m²

3122
154m²

3112
250m²

3113
220m²

3114
220m²

3115
262m²

3116
269m²

3121
133m²

3120
179m²

3119
262m²

3118
252m²

3117
284m²

3109
133m²

3108
133m²

3107
155m²

3106
155m²

3105
133m²

3104
133m²

3103
133m²

3102
133m²

3101
170m²

ASTORIA ROAD

ASTORIA ROAD

R1 ROAD

DRIVE

ANGLESEA

R1

A&C9-51
177°31'
134°48'

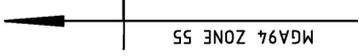
A&C12-50
178°14'
20-18

A&C12-10
179°02'
20-18

A&C34-11
181°24'
R876-50

A&C12-50
178°14'
20-18

A&C12-10
179°02'
20-18



R892

R882

SEE SHEET 2

SEE SHEET 2



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SURVEYORS REFERENCE
1601251/31A

SCALE 1 : 400
LENGTHS ARE IN METRES
4 0 4 8 12 16

ORIGINAL SHEET SIZE: A3
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SHEET 4

**SUBDIVISION ACT 1988
CREATION OF RESTRICTION 'A'**

PS817675M

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT: LOTS 3101 TO 3132 (BOTH INCLUSIVE), 3134, 3135, 3137 TO 3152 (BOTH INCLUSIVE), A & B

LAND TO BE BURDENED: LOTS 3101 TO 3132 (BOTH INCLUSIVE), 3134, 3135, 3137 TO 3152 (BOTH INCLUSIVE), A & B

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING WHICH HAS BEEN CONSTRUCTED AND SITED IN ACCORDANCE WITH THE MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO. AA5791

EXPIRY:

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 30/06/2030.

CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT: LOTS 3101 TO 3132 (BOTH INCLUSIVE), 3134, 3135, 3137 TO 3152 (BOTH INCLUSIVE), A & B

LAND TO BE BURDENED: LOTS 3101 TO 3132 (BOTH INCLUSIVE), 3134, 3135, 3137 TO 3152 (BOTH INCLUSIVE), A & B

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

1. BUILD MORE THAN ONE DWELLING ON THE BURDENED LOT WITHOUT THE WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE COMMUNITIES (AUSTRALIA) LIMITED ACN 000 966 085 ("LEND LEASE").
2. SUBDIVIDE THE BURDENED LOT WITHOUT THE WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE.
3. BUILD OR CAUSE TO BE BUILT OR ALLOW TO REMAIN A DWELLING OR ANY OTHER IMPROVEMENTS, OR CARRY OUT OR CAUSE TO BE CARRIED OUT ANY BUILDING, CONSTRUCTION OR LANDSCAPE WORKS ON THE BURDENED LOT UNLESS THE PLANS FOR THE BUILDING OR OTHER IMPROVEMENTS (INCLUDING LANDSCAPE WORKS) AND A SCHEDULE OF COLOURS AND MATERIALS HAVE BEEN APPROVED BY THE DESIGN ASSESSMENT PANEL (BEING LEND LEASE OR THE PERSON, ENTITY OR GROUP WHO ARE FROM TIME TO TIME NOMINATED BY LEND LEASE TO ACT AS THE DESIGN ASSESSMENT PANEL) AND COMPLY WITH THE DESIGN GUIDELINES AS AMENDED FROM TIME TO TIME.
A COPY OF THE DESIGN GUIDELINES IS AVAILABLE at <http://www.auroravic.com.au>
4. CARRY OUT ANY SITEWORKS, EXCAVATION, FILLING OR CONSTRUCT ANY FENCING OR RETAINING WALLS ON THE BURDENED LOT WITHOUT THE PRIOR WRITTEN CONSENT OF THE TRANSFEROR OR LEND LEASE.
5. DELAY OR PERMIT TO BE DELAYED THE COMMENCEMENT OR COMPLETION OF ANY WORKS THAT HAVE BEEN APPROVED BY THE TRANSFEROR OR LEND LEASE IN ACCORDANCE WITH THE TIMEFRAMES STIPULATED IN THE DESIGN GUIDELINES.
6. VARY OR ALLOW ANY VARIATION TO ANY WORKS THAT HAVE BEEN APPROVED BY THE TRANSFEROR OR LEND LEASE.
7. ERECT, DISPLAY OR EXHIBIT OR ALLOW TO BE ERECTED, DISPLAYED OR EXHIBITED OR TO REMAIN ERECTED, DISPLAYED OR EXHIBITED ANY ADVERTISING SIGNAGE ADVERTISING THE LOT FOR SALE WITHOUT THE WRITTEN CONSENT OF LEND LEASE.
8. CONSTRUCT OR PERMIT ANY CONSTRUCTION WORKS ON THE BURDENED LOT WITHOUT ENSURING THAT ALL EXISTING TREES AND VEGETATION ON THE LAND AREA PRESERVED WHERE POSSIBLE, INCLUDING WITHOUT LIMITATION, NOT LAYING ANY TRENCHING IN THE ROOT ZONES OR BENEATH TREE CANOPIES.
9. LAY ANY ROUTES FOR SERVICES SO AS TO DISTURB ANY TREE LOCATED WITHIN THE BURDENED LOT.

EXPIRY:

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 30/06/2030.

CREATION OF RESTRICTION 'C'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT: RESERVE No.2

LAND TO BE BURDENED: LOT 3111

DESCRIPTION OF RESTRICTION:

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

- (i) REMOVE OR IN ANY WAY DAMAGE ANY PART OF THE FENCE ABUTTING OPEN SPACE OR TREE RESERVES WHICH HAS BEEN BUILT OR INSTALLED WITHIN THE BURDENED LAND;
- (ii) ALLOW ANY SUCH FENCE TO FALL INTO A STATE OF NEGLECT OR DISREPAIR AT ANY TIME (EXCLUDING THE REMOVAL OF GRAFFITI) OR WHERE DAMAGE TO THE FENCE IS CAUSED BY THE COUNCIL OR IT'S REPRESENTATIVES).



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10/12/2019, SPEAR Ref: S119874C

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SIZE: A3

SHEET 5

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Whittlesea City Council,
13/01/2020,
SPEAR Ref: S119874C

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Application to record covenant

Section 88(1) Transfer of Land Act 1958

WITHDRAWN
11 SEP 2013
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Lodged by: ~~Minter Ellison~~ Lander and Rogers

Name: ~~Attn: Reagan Thackwray~~ LGA: LW: 2023581
 Phone: ~~03-8608-2180~~ + 61 3 9269 9357
 Address: ~~Level 23, 525 Collins Street, Melbourne VIC 3000~~
 Reference: ~~RET ANS 30-7353837~~ Lisa Gaddie
 Customer Code: 781Q 1091M

Level 12, 600 Bowke Street, Melbourne, 3000

The applicant applies for the recording in the Register of the covenant in relation to the burdened land.

Burdened land: *(full land description including volume and folio)*

All the land contained in certificate of title volume 11429 folio 613

Applicant: *(full name and address including postcode)*

Urban Renewal Authority Victoria, 710 Collins Street, Docklands VIC 3000, Attention: Chief Executive Officer

Benefited land: *(full land description including volume and folio)*

All the land contained in certificate of title volume 11429 765

Covenant: *(describe the Instrument creating covenant)*

Deed of Restrictive Covenant between the Urban Renewal Authority Victoria (as vendor) and Coles Group Property Developments Limited (as purchaser) dated

Date: 5 August, 2013

Signature of applicant

Or 
 Signature of Australian Legal Practitioner under the *Legal Profession Act 2004* for applicant

Reagan Erle Thackwray
 Senior Associate, Minter Ellison
 Level 23, 525 Collins Street
 Melbourne VIC 3000

An Australian Legal Practitioner
 within the meaning of the
Legal Professions Act 2004

Or
 Signature of Licensed Conveyancer under the *Conveyancers Act 2006* for applicant

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Deed of Restrictive Covenant

Aurora Northern Town Centre, Cnr
Edgars Road and Harvest Home Road,
Epping North, Victoria

Urban Renewal Authority Victoria (**Vendor**)

Coles Group Property Developments Limited (**Purchaser**)

MinterEllison

LAWYERS

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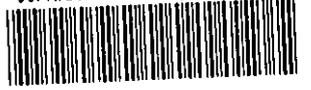
Deed of Restrictive Covenant

Aurora Northern Town Centre, Cnr Edgars Road and Harvest Home Road, Epping North, Victoria

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Information table

Date 5 August 2013

Parties

Name Urban Renewal Authority Victoria
Short form name Vendor
Notice details 710 Collins Street, Docklands VIC 3000
Attention: Chief Executive Officer

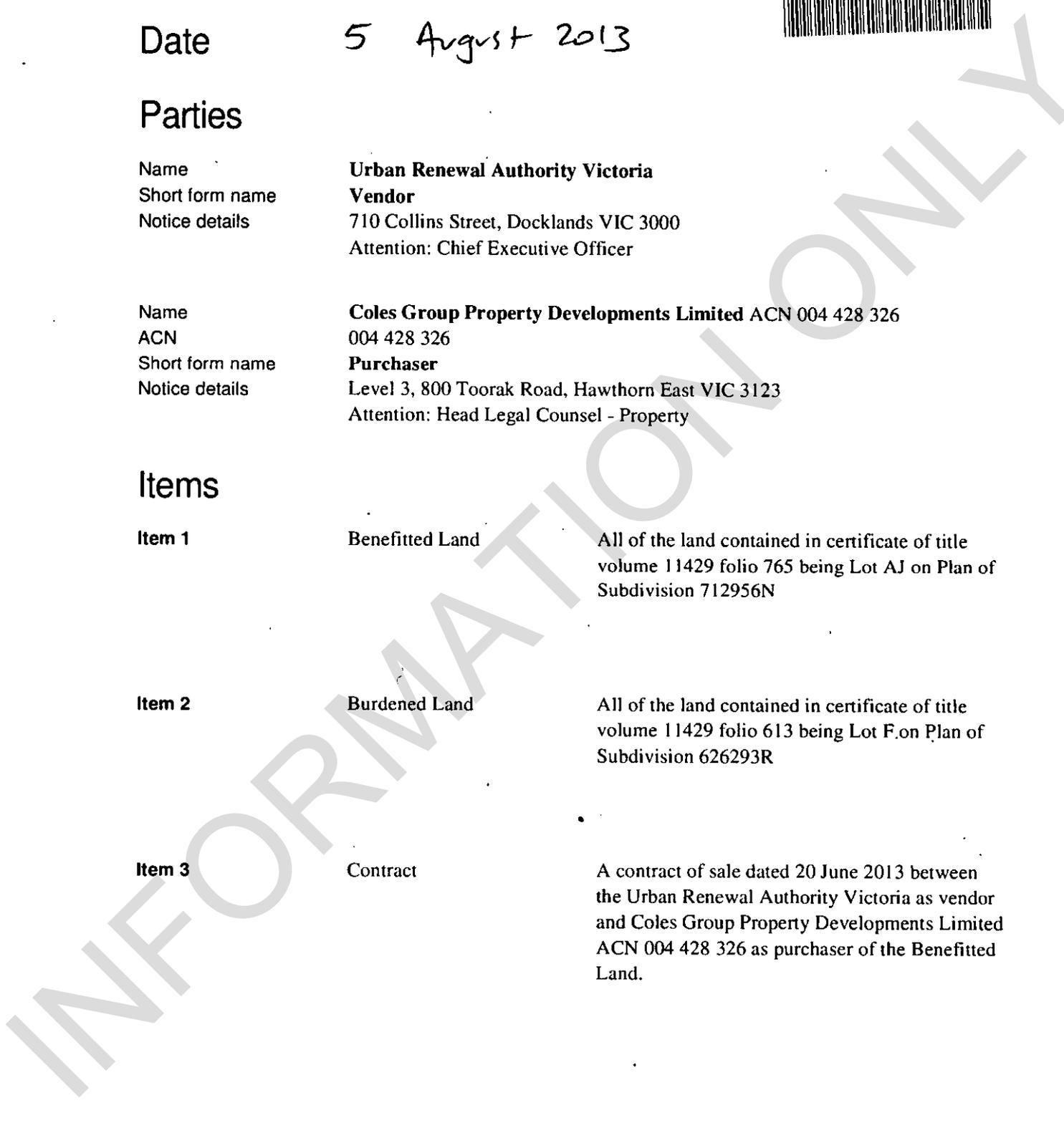
Name Coles Group Property Developments Limited ACN 004 428 326
ACN 004 428 326
Short form name Purchaser
Notice details Level 3, 800 Toorak Road, Hawthorn East VIC 3123
Attention: Head Legal Counsel - Property

Items

Item 1 Benefitted Land All of the land contained in certificate of title volume 11429 folio 765 being Lot AJ on Plan of Subdivision 712956N

Item 2 Burdened Land All of the land contained in certificate of title volume 11429 folio 613 being Lot F.on Plan of Subdivision 626293R

Item 3 Contract A contract of sale dated 20 June 2013 between the Urban Renewal Authority Victoria as vendor and Coles Group Property Developments Limited ACN 004 428 326 as purchaser of the Benefitted Land.



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Background

- A The Vendor was established by the *Victorian Urban Development Authority Amendment (Urban Renewal Authority Victoria) Act 2011 (Vic)*.
- B The Vendor is the registered proprietor of the Burdened Land.
- C The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Benefitted Land, on the terms and conditions contained in the Contract.
- D In accordance with Special Condition 31.4 of the Contract, the Vendor covenants to restrict the Burdened Land on the terms contained in this deed for the benefit of the Benefitted Land.

Agreed terms

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1. Defined terms & interpretation

1.1 Defined terms

In this deed:

Board means the Coles Divisional board.

Coles Supermarket Opening Date means 2 years from the date that approval to undertake the Development Works is granted by the Board.

Development means the planning, design, development, construction and commissioning on the Benefitted Land of at least 5,000sqm of predominantly retail space and associated services which includes:

- (a) supermarket and associated loading infrastructure;
- (b) speciality stores;
- (c) streetscape, landscape and street furniture; and
- (d) associated car parking,

in accordance with the Contract.

Development Works means the works to be carried out by the Purchaser to complete the Development in accordance with the Contract.

Gross Lettable Area means gross lettable area as calculated in accordance with the Property Council of Australia Limited Method of Measurement 1997 revision.

Related Body Corporate has the meaning given to it in the *Corporations Act 2001* (Cth).

Restriction Period means the period commencing from 20 June 2013 and expiring on the first to occur of:

- (i) 31 December 2017;
- (ii) 12 months after the Coles Supermarket Opening Date, if both of the following have occurred:
 - (a) the Board approves the Purchaser undertaking the Development Works and also resolves to achieve Practical Completion of the Development Works and open the Coles supermarket for trade by the Coles Supermarket Opening Date; and
 - (b) the Purchaser fails to use best endeavours to achieve Practical Completion of the Development Works and open the Coles supermarket for trade by the Coles Supermarket Opening Date; and
- (iii) 30 September 2016, if the Board has not given approval by this date to the Purchaser undertaking the Development Works;
- (iv) 15 May 2017, if the Board has given approval to the Purchaser to undertake the Development Works and the Purchaser has not commenced the Development Works by this date;

- (v) the date on which the Purchaser nominates a substitute or additional purchaser or assigns or transfers all or any part of its rights or obligations under the Contract to a party that is not a Related Body Corporate where after the relevant dealing:
 - (a) the original Purchaser is no longer bound by the Contract; and/or
 - (b) the Purchaser would not be considered by a reasonable person to be the principal developer of the Development; and
- (vi) the date that the Contract is lawfully terminated by the Vendor or the Vendor exercises its rights to buy-back the Land under the Contract.

Practical Completion has the meaning given in the Contract.

Restricted Development means any development of speciality tenancy retail stores on the Burdened Land with a Gross Lettable Area in excess of 300 square metres (in aggregate).

Restrictive Covenant has the meaning given in clause 2(a).

Stage 2 Land has the meaning given to it in the Contract.

1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) any words or expressions used in this deed, which are not defined in this deed but which are defined in the Contract have the same meaning in this deed;
- (b) words or expressions used in this deed, which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), have the same meaning in this deed;
- (c) headings are for ease of reference and do not affect the meaning of this deed;
- (d) the singular includes the plural and vice versa and a gender includes another gender;
- (e) other grammatical forms of defined words have corresponding meanings;
- (f) a reference to:
 - (i) the Information table; or
 - (ii) a clause, paragraph, schedule, or annexure, is to:
 - (iii) the Information table in;
 - (iv) a clause or paragraph of; or
 - (v) a schedule or annexure to, this deed;
- (g) a reference to this deed includes the Information table and any schedule or annexure;
- (h) a reference to this deed or any other document includes a reference to it as novated, altered or replaced;
- (i) a reference to anything is a reference to the whole and each part of it;
- (j) a reference to a party includes a reference to that party's executors, administrators, successors and permitted assigns;
- (k) words importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;



- (l) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (m) an agreement, representation or warranty in favour of two or more persons is in favour of them jointly and severally;
- (n) an agreement, representation or warranty made by two or more persons binds them jointly and severally; and
- (o) **including** (in any form) or **such as** when introducing a list of items does not limit the meaning of the word to which the list relates to those items or to items of a similar kind.

1.3 Governing law

The law of the Victoria governs this deed.

2. Restrictive Covenant

- (a) The Vendor covenants with the Purchaser from 20 June 2013 that during the Restriction Period the Vendor will not undertake or permit any works to be undertaken on the Burdened Land for a Restricted Development (**Restrictive Covenant**). L52
- (b) The parties intend that the Restrictive Covenant will be annexed to and run at law and equity with the Burdened Land and, subject to clause 3, will bind the Vendor and its successors, transferees and permitted assigns and the registered proprietor for the time being of the Burdened Land and any part of the Burdened Land and the Purchaser and its successors, transferees and permitted assigns and the registered proprietor for the time being of the Benefitted Land. L52
- (c) If during the Restriction Period the Vendor sells or transfers the whole or any part of the Stage 2 Land to another person other than the Purchaser where the Purchaser exercises its rights under Special Condition 31.5 of the Contract (Right of First Refusal), it must procure from that person a covenant on terms acceptable to the Purchaser (acting reasonably) in favour of the Purchaser to the same effect as this deed including the obligation under this clause 2(c) to obtain a purchaser deed if that person on-sells. L52
- (d) The Vendor acknowledges that it has received consideration from the Purchaser for the granting of the Restrictive Covenant. L52

3. Removal of Restrictive Covenant

- (a) The parties acknowledge and agree that the Restrictive Covenant endures only for the duration of the Restriction Period and on expiration of the Restriction Period the Restrictive Covenant is automatically extinguished and of no further force and effect. On expiration of the Restriction Period, the Purchaser must do all things reasonably necessary, including sign all documents, to enable the Vendor to remove this deed from the title to the Burdened Land.

The parties acknowledge and agree that this Restrictive Covenant will be annexed to and run at law and equity with the Burdened Land despite any subdivision of the Burdened Land provided that where the Burdened Land is subdivided:

- (i) the Vendor must not do anything to remove the Restrictive Covenant from the Stage 2 Land prior to the expiry of the Restriction Period; and
- (ii) the Purchaser must do all things reasonably necessary, including sign all documents, to enable the Vendor to remove this deed from the title of any part of the subdivided land that does not comprise the Stage 2 Land contemporaneously with registration of the relevant plan of subdivision (such that no subdivided part

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of the Burdened Land is encumbered with the Restrictive Covenant other than the Stage 2 Land). For the avoidance of doubt this Restrictive Covenant will be annexed to and run at law and equity with the Stage 2 Land at all times until the expiration of the Restriction Period.

- (c) The Purchaser acknowledges that the Burdened Land forms part of the development and construction of the Aurora Project by the Vendor, and that this deed is read in conjunction with and consistent with special condition 29 of the Contract.

4. Goods and Services Tax

4.1 Consideration is GST exclusive

Any consideration to be paid or provided to for a supply made under or in connection with this deed, unless specifically described in this deed as **GST inclusive**, does not include an amount on account of GST.

4.2 Gross up of consideration

Despite any other provision in this deed, if a party (**Supplier**) makes a supply under or in connection with this deed on which GST is imposed (not being a supply the consideration for which is specifically described in this deed as GST inclusive):

- (a) the consideration payable or to be provided for that supply under this deed but for the application of this clause 3 (**GST Exclusive Consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST Exclusive Consideration multiplied by the prevailing rate of GST (**GST Amount**); and
- (b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST Exclusive Consideration is payable or to be provided.

4.3 Reimbursements (net down)

If a payment to a party under this deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group of which that party is a member, is entitled for that loss, cost or expense.

4.4 Tax invoices

The Recipient need not make a payment for a taxable supply made under or in connection with this deed until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates.

4.5 Adjustments

If an adjustment event occurs in relation to a taxable supply made under or in connection with deed then the consideration payable in respect of the supply shall also be adjusted as follows:

- (a) if the adjustment event gives rise to an increase in the GST payable by the Supplier in relation to the supply a payment equal to that increase will be made by the Recipient to the Supplier; and
- (b) if the adjustment event gives rise to a decrease in the GST payable by the Supplier in relation to the supply payment equal to that decrease will be made by the Supplier to the Recipient.

Any payment that is required under this clause 4.5 will be made within 5 Business Days of the issuing of an adjustment note or an amended tax invoice, as the case may be. If the adjustment

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event gives rise to an adjustment, the Supplier must issue an adjustment note to the Recipient as soon as the Supplier becomes aware of the adjustment event.

5. Costs, duty and fees

5.1 Costs

The parties must each pay their own legal and other costs arising from this deed including preparing, negotiating and executing this deed.

5.2 Duty and fees

The Purchaser must pay the duty and registration fees (if any) arising out of this deed.

6. General

6.1 Severance of invalid and other provisions

If any provision of this deed is void, voidable, unenforceable or illegal, then that provision is to be severed from this deed and the remainder of this deed will continue with full force and effect.

6.2 Waiver and variation

A waiver or variation of any provision of or a right under this deed must be in writing signed by the party entitled to the benefit of that provision or right.

6.3 Further assurances

The parties must each do everything the other reasonably requires to:

- (a) bind the parties under this deed;
- (b) allow the other to exercise a right under this deed;
- (c) give full effect to this deed;
- (d) register this deed (including in the case of the Vendor placing the relevant titles on production); and
- (e) remove this deed from the register following expiration of the Restriction Period.

6.4 Counterparts

This deed may consist of a number of counterparts.



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Signing page

EXECUTED as a deed.

Date of signing by the Vendor: 26 / 07 /20 13

Executed for and on behalf of the **Urban Renewal Authority Victoria** under delegation of the Board in accordance with section 11 of the *Urban Renewal Authority Victoria Act 2003* (Vic):



Signature of _____
DAVID ALLAN JONES
SALES ADMINISTRATION MANAGER
Name of _____ (print)

← *Peter Armstrong*
Peter Armstrong
General Manager

Date of signing by the Purchaser: 5 / 8 /2013

Executed by **Coles Group Property Developments Limited** by being signed, sealed and delivered by its attorney under power of attorney dated 29 August 2011 who declares that they have no notice of revocation of the power of attorney in the presence of:

Jamie Trevor Bolic
Signature of witness
JAMIE TREVOR BOLIC
An Australian Legal Practitioner
within the meaning of the Legal Practice Act 2004
Name of witness (print)

← *Gregory Robert Chubb*
Signature of attorney
Director, Property
Class 'A' Attorney.
GREGORY ROBERT CHUBB
Name of attorney (print)

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Form 18

Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987



Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5227055
Customer Code: 1167E

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

Land: Volume 10776 Folio 057, Volume 10728 Folio 557, Volume 10716 Folio 293, Volume 10104 Folio 491, Volume 9075 Folio 530, Volume 9497 Folios 457 and 458, Volume 8816 Folio 666, Volume 8957 Folio 491 and part of Volume 9457 Folio 951 and Volume 10799 Folio 539 and more particularly being the area shown as hatched on the attached plan marked "A" and more particularly being the area shown as hatched on the attached plan marked "B" and more particularly being the area shown as hatched on the attached plan marked "C".

Authority: Whittlesea City Council of Municipal Offices, Ferres Boulevard, South Morang

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

A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

2

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Name of officer:

DAVID TURNBULL

Office held:

CEO

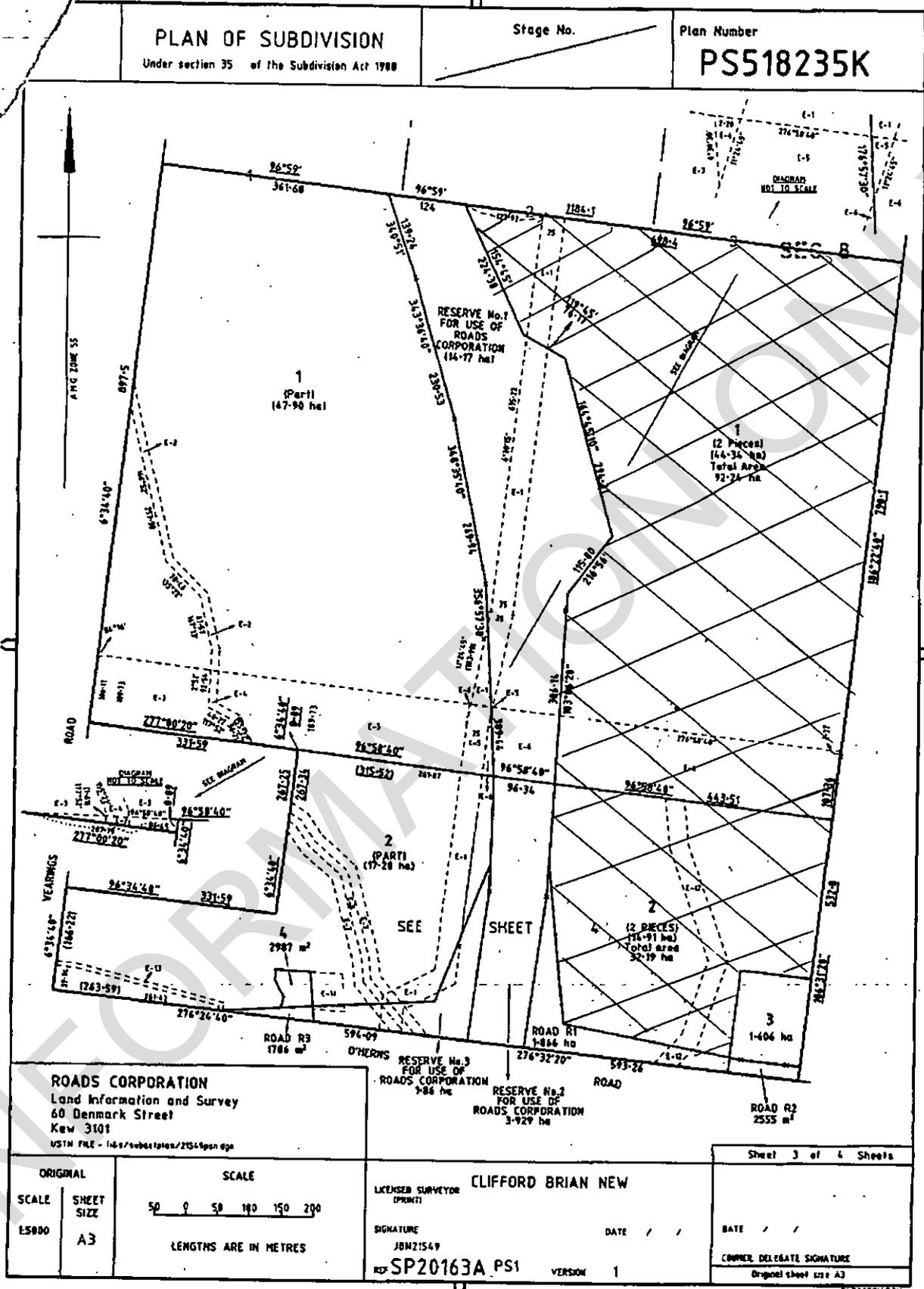
Date:

14/3/08

INFORMATION ONLY

"A"

LANDATA®, Land Registry timestamp 14/11/2007 12:49 Page 3 of 5



ROADS CORPORATION
Land Information and Survey
60 Denmark Street
Kew 3101
MSTM FILE - 146170681408/251498n.dwg

RESERVE No. 3 FOR USE OF ROADS CORPORATION 3.929 ha
RESERVE No. 2 FOR USE OF ROADS CORPORATION 3.929 ha
ROAD R1 1.886 ha
ROAD R2 2555 m²
ROAD R3 1786 m²
ROAD R4 1.886 ha
ROAD R5 1.886 ha
ROAD R6 1.886 ha
ROAD R7 1.886 ha
ROAD R8 1.886 ha
ROAD R9 1.886 ha
ROAD R10 1.886 ha
ROAD R11 1.886 ha
ROAD R12 1.886 ha
ROAD R13 1.886 ha
ROAD R14 1.886 ha
ROAD R15 1.886 ha
ROAD R16 1.886 ha
ROAD R17 1.886 ha
ROAD R18 1.886 ha
ROAD R19 1.886 ha
ROAD R20 1.886 ha

ORIGINAL
SCALE SHEET SIZE
ES800 A3

SCALE
50 0 50 100 150 200
LENGTHS ARE IN METRES

LICENSED SURVEYOR
CLIFFORD BRIAN NEW
SIGNATURE
JBN21549
REF SP20163A PSI
DATE / /
VERSION 1

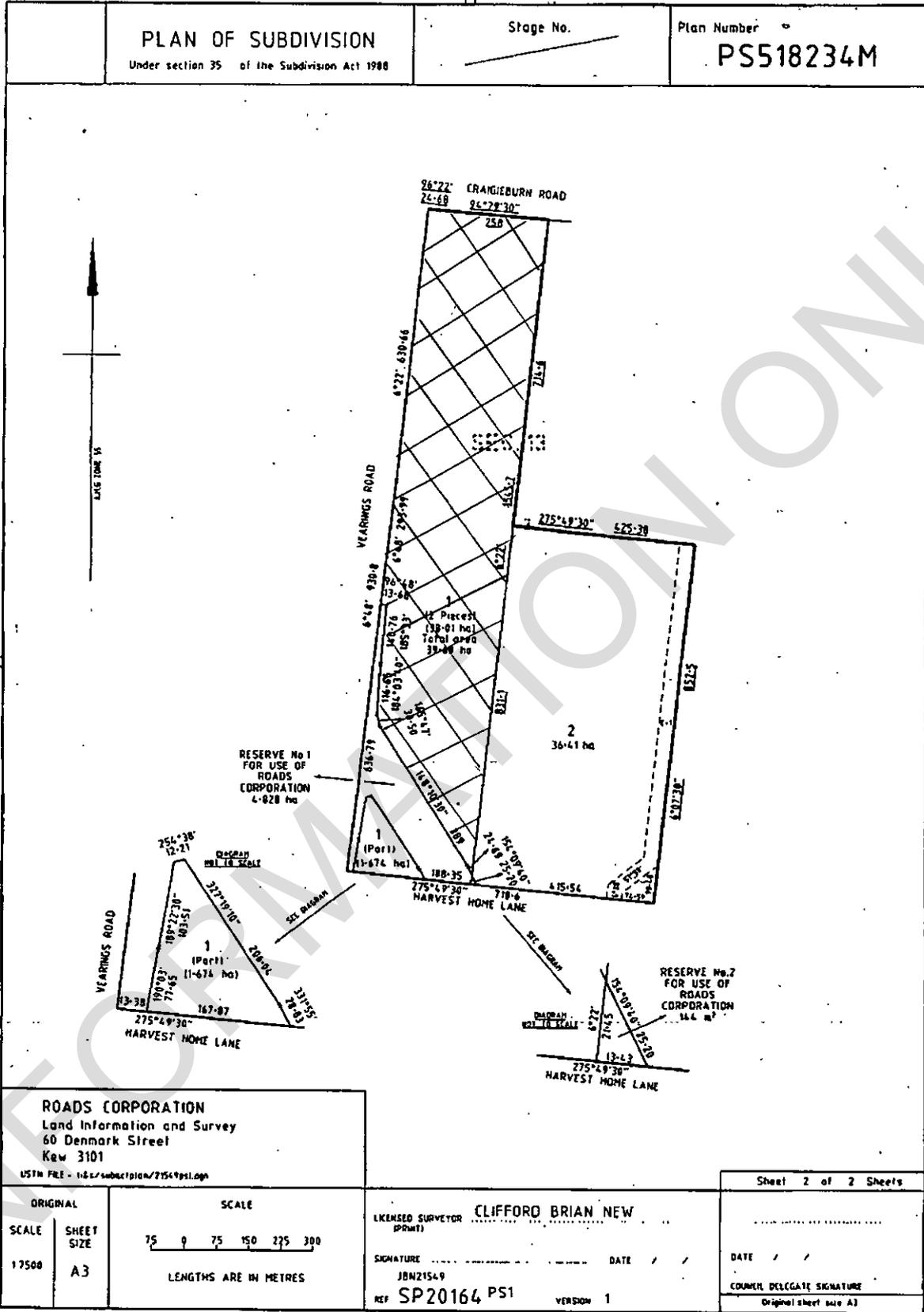
Sheet 3 of 4 Sheets
DATE / /
OWNER DELEGATE SIGNATURE
Original sheet size A3
P107050V.DWG
R17/rev 0

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"B"



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"C"

PLAN OF SUBDIVISION		LR use only EDITION
Location of Land Parish: WOLLERT Township: - Section: 8 Crown Allotment: - Crown Portion: 4 Title References C/T VOL 10673 FOL 806 VOL 10673 FOL 807 Last Plan Reference: TP813147X Postal Address: 365 HARVEST HOME ROAD (At time of subdivision) EPPING NORTH 3076 MGA Co-ordinates E 323765 (Of approx. centre of plan) N 5833875 Zone 55		Council Certification and Endorsement Council Name: Whittlesea City Council Ref: 1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /
		LR use only Statement of compliance/ Exemption Statement Received <input type="checkbox"/> Date: / / LR use only PLAN REGISTERED TIME Date: / / Assistant Registrar of Titles.
		Notations Depth Limitations: NIL Survey: This plan is not based on survey. This survey has been connected to permanent marks no(s) - In Proclaimed Survey Area no -
Easement Information		
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		
Easement Reference	Purpose	Width (Metres)
A-1	Carriageway	6.40
E-1	Sewerage	See Diag
E-2	Powerline	14
E-3	Electricity Supply	1.50
Origin	Land Benefited/in Favour Of	
Vol 5750 Fol 826	Lot A in Vol. 5750 Fol. 826	
This Plan	Lot A in this plan	
This Plan-Sect 88 of the Electricity Industry Act 2000	TXU Electricity Ltd	
This Plan	Lot A in this plan	

HARVEST HOME ROAD

O'HERNS ROAD

AF771740P

10/04/2008 \$187

Coomes Consulting Group Pty Ltd ccg@ccg.com.au ccg.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 T 61 3 8983 7858 F 61 3 8982 7859 coomes consulting	ENLARGEMENT NOT TO SCALE	SCALE LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE 1:10000 A3
LICENSED SURVEYOR (PRINT) Gabrielle M McCarthy SIGNATURE REF: 3604-24 FILE NAME: 3604p.dwg FILE LOCATION: P:\Projects\Subdivisions\3604-24\3604-24-SUBDIVISION.dwg LAYOUT NAME: Layout1 SAVE DATE: Thu, 07 May 2005 - 10:32 LAST SAVED BY:		DATE 21/5/2005 VERSION 3	
Sheet 1 of 1 Sheets		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	



Maddocks

Date **2 Nov** /2007

AF771740P



Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

**Agreement under Section 173
of the Planning and Environment Act 1987**

Subject Land: Aurora Estate

Purpose: Development Levies

Whittlesea City Council

and

Victorian Urban Development Authority

INFORMATION ONLY

Interstate office
Sydney

Affiliated offices
Adelaide, Beijing, Brisbane, Colombo,
Dubai, Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Tianjin

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Agreement under Section 173 of the Planning and Environment Act 1987

DATE *2 NOV*/2007

AF771740P



BETWEEN

WHITTLESEA CITY COUNCIL
of Municipal Offices, Ferres Boulevard, South Morang

(Council)

AND

Victorian Urban Development Authority
of Level 12, 700 Collins Street, Docklands

(Owner)

RECITALS

- A. Council is the Planning Authority pursuant to the Act for the Amendment.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is part of the Epping North Growth Area and is to be developed for urban purposes generally in accordance with the Epping North Strategic Plan. The Amendment will among other things rezone the Subject Land to a Comprehensive Development Zone with an associated Schedule to facilitate the urban development of the Subject Land.
- D. Prior to the approval of the Amendment, the Owner of the Subject Land must enter into agreement with Council to address the provision of infrastructure and public open space.
- E. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and in particular the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

1st Oval means the sporting oval marked 'AS01' on Figure 4 of the Development Contributions Plan.

2nd Oval means the sporting oval shown in yellow within the site marked as 'P-12 school' on Figure 5 of the Development Contributions Plan.

3rd Oval means the sporting oval shown on Figure 4 of the Development Contributions Plan cross-hatched in green and directly adjacent to the 1st Oval.

Act means the *Planning and Environment Act 1987*.

Accommodation Units has the meaning given in section 6.10 of the Development Contributions Plan.

Actual Yield means the number of Accommodation Units constructed, or able to be constructed, within the part of the ADP2 Area which has been subdivided for urban purposes.

Additional Area means the land shown as areas A, B and C in Figure 6 of the Development Contributions Plan, Cotters Lane, Vearings Road and part of Harvest Home Road.

ADP2 Area means the area shown in Figure 2 of the Development Contributions Plan.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Amendment means Amendment C41 to the Planning Scheme.

Approval Date is the date on which a notice of approval of the Amendment is published in the Government Gazette.

Concept Plans means plans showing preliminary siting, layout, floor plans, perspectives, elevations and landscaping.

Conservation Purposes means a purpose including the conservation or the retention of any native vegetation, stony knoll or the like.

Construction Cost means the figure identified for a particular Infrastructure Project in Column 5 of Table 2 of the Development Contributions Plan plus, in respect of Infrastructure Projects identified in the Development Contributions Plan as 'Community Activity centres', the cost of providing up to an additional 10 car parking spaces if those parking spaces are shown on Working Drawings determined pursuant to clause 3.5.5 of this Agreement.

Contribution Portion means 31.96% of the Transport Corridor Land.

Development Contributions Plan means 'Aurora Development Plan 2 – Development Contributions' dated November 2007 and which is attached to this Agreement and marked with the letter "A" for identification but subject to amendments made pursuant to clause 4 of this Agreement.

Development Plan means a development plan approved by the Council pursuant to Schedule 23 to the Development Plan Overlay of the Planning Scheme.

Development Levy and Development Levies mean the amount or amounts determined in accordance with Table 5 of the Development Contributions Plan to be attributable to VicUrban.

Draft Development Plan means the document entitled *Aurora Development Plan: Part 2, June 2006* which was exhibited for information purposes with the Amendment.

Expected Yield means 18 Accommodation Units per hectare of the Net Developable Area of land which has been subdivided for urban purposes.

Infrastructure Project means any infrastructure project listed in the Development Contribution Plan.

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



Net Developable Area has the same meaning as set out in the Development Contributions Plan.

New Lot means the following lot which will be created after the Approval Date:

- proposed Lot 6 on PS 608862E which is currently part of Lot 3 on PS 511685P and part of PC364273U.

Non-Road Projects means VicUrban Infrastructure Projects which are not Road Infrastructure Projects.

Open Space Land means unencumbered land to be set aside for active and passive open space purposes but does not include land which is required to or ought to be set aside for Conservation Purposes.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

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

Plan of Subdivision means a plan of subdivision relating to the Subject Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately and is intended to be used for a dwelling or which is intended to be re-subdivided.

Pro Rata Amount means $\text{Construction Cost} \times \text{Actual Yield/Expected Yield}$

Project Land means any land which is required for an Infrastructure Project excluding the Open Space Land and the Transport Corridor Land.

Road Infrastructure Projects means VicUrban Infrastructure Projects which involve the construction of roads or intersections.

Rawlinsons means the latest available edition of Rawlinsons Australian Construction Handbook.

Shared Cost Projects means VicUrban Infrastructure Projects in respect of which only part of the total Construction Cost is attributed to VicUrban in Table 5 of the Development Contributions Plan.

Subject Land means the land referred to or described in the Certificate(s) of Title set out in Schedule 1 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Transport Corridor Land means land required for the Infrastructure Project identified in Table 2 of the Development Contributions Plan as PT01, which is shown illustratively as 'Transit Corridor' in Figure 3 of the Development Contributions Plan.

VicUrban means the Victorian Urban Development Authority constituted under the *Victorian Urban Development Authority Act 2003*

VicUrban Amount means, for a VicUrban Infrastructure Project, the amount identified in column 3 of Table 5.



VicUrban Infrastructure Projects means Infrastructure Projects identified in Table 5 of the Development Contributions Plan as attributable, or partly attributable, to VicUrban.

Working Drawings means detailed architectural design plans including detailed structural, electrical, hydrological, mechanical and landscaping plans.

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 a reference to each other gender.
- 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 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement 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 a clause is a reference to a clause in this Agreement.
- 2.7 A reference to a Schedule is a reference to a Schedule to this Agreement.
- 2.8 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.9 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.10 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. DEVELOPMENT CONTRIBUTIONS

The Owner and Council covenant and agree that:

3.1 Development Contributions

- 3.1.1 The Owner shall make development contributions to Council, to the value of the Development Levy, in respect each part of the Subject Land subdivided or developed for urban purposes. For the avoidance of doubt, where development contributions have been made upon the subdivision of any part of the Subject Land, no further contributions shall be made upon the development of that part of the Subject Land.
- 3.1.2 the development contributions made by the Owner pursuant to clause 3.1.1 shall be in the form of:

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- 3.1.2.1 transfer to Council of the Project Land and the Open Space Land in accordance with clause 3.2;
 - 3.1.2.2 transfer to the Department of Infrastructure of the Contribution Portion of the Transport Corridor Land in accordance with clause 3.3;
 - 3.1.2.3 construction and delivery of all Road Infrastructure Projects in accordance with clause 3.4; and
 - 3.1.2.4 in respect of Non-Road Projects, construction and delivery of projects in accordance with clause 3.5.2 or, if clause 3.5.7 applies, cash payments in accordance with clause 3.5.7.
- 3.1.3 the value of each development contribution identified in clause 3.1.2 shall be determined for the purposes of clause 3.1.1, in accordance with Table 5 of the Development Contributions Plan.

3.2 Open Space Land and Project Land transfers

- 3.2.1 the Owner must transfer to or vest in Council the amount of unencumbered Open Space Land (passive and active) specified in columns 11 and 12 of Table 4 of the Development Contributions Plan in respect of the Subject Land;
- 3.2.2 the location and distribution of the area of the active unencumbered Open Space Land specified in Table 4 of the Development Contributions Plan to be transferred to or vested in Council must be:
 - 3.2.2.1 in accordance with the Development Plan applying in respect of the Subject Land; and
 - 3.2.2.2 in accordance with section 4.2 of the Development Contributions Plan; and
 - 3.2.2.3 generally in accordance with Figure 4 of the Development Contributions Plan;
- 3.2.3 the location and distribution of the area of the passive unencumbered Open Space Land specified in Table 4 of the Development Contributions Plan to be transferred to or vested in Council must be consistent with the objectives and standards set out in clause 56 of the Planning Scheme;
- 3.2.4 if the Owner and Council agree that, to accord with the provisions of clause 56.05-2 of the Planning Scheme in relation to small parks, land should be provided for open space purposes which is additional to that specified in Table 4 of the Development Contributions Plan, the Owner will not be entitled to any credit or payment under this Agreement in respect of that additional land;
- 3.2.5 subject to this Agreement, the Owner must at a time specified in this Agreement, transfer to or vest in Council the Project Land;
- 3.2.6 any Project Land must be transferred to or vested in Council at such time that:

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- 3.2.6.1 the land is sought to be subdivided; or
- 3.2.6.2 at a time that approximately accords with the time set out in the Development Contributions Plan for the carrying out of the Infrastructure Project; and/or if there is no time specified
- 3.2.6.3 when Council advises the Owner in writing either as a condition of a planning permit or otherwise that the Project Land must be transferred to or vested in Council -

whichever is the earliest.

3.2.7 subject to clause 4, this Agreement fixes land values for Open Space Land and Project Land for the purposes of determining the land cost of any Infrastructure Project and paying compensation to the Owner in respect of any land required for any Infrastructure Project and for the purposes of giving effect to this Agreement, Council may to the extent that it is necessary to do so, impose on any relevant planning permit a condition providing that no compensation is payable under Part 5 of the Act in respect of anything done under the permit or setting out –

3.2.7.1 the circumstances in which compensation will be paid for anything done under the permit; and

3.2.7.2 the amount, or the method of determining the amount, of compensation payable;

3.3 Transport Corridor land

3.3.1 subject to this Agreement, the Owner must transfer to, or vest in, the Department of Infrastructure the Contribution Portion of the Transport Corridor Land at such time as the Department of Infrastructure advises the Owner in writing that the Transport Corridor Land is required.

3.3.2 the Council and the Owner acknowledge:

3.3.2.1 that the balance of the Transport Corridor Land will be acquired by the Department of Infrastructure by way of a separate agreement between the Owner and the Department of Infrastructure;

3.3.2.2 that the determination of appropriate compensation or consideration to be paid by the Department of Infrastructure for the acquisition of the balance of the Transport Corridor Land will also be the subject of the separate agreement between the Owner and the Department of Infrastructure.

3.4 Road Infrastructure Projects

3.4.1 the Owner shall construct and deliver the Road Infrastructure Projects in accordance with the times specified in column 10 of Table 5 of the Development Contributions Plan or at such other time as may be agreed in writing with Council having regard to the staging of the development.



3.5 Non-Road Projects

- 3.5.1 Non-Road Projects will, unless clause 3.5.7 applies, be provided by the Owner by way of construction and delivery of the Non-Road Project;
- 3.5.2 the Non-Road Projects delivered by the Owner shall:
 - 3.5.2.1 be delivered in accordance with the triggers specified in column 3 of Table 3 of the Development Contributions Plan;
 - 3.5.2.2 be consistent with the project description contained in column 3 of Table 2 of the Development Contributions Plan;
 - 3.5.2.3 subject to clause 3.5.8 contain the components listed in Schedule 3;
 - 3.5.2.4 accord with the Working Drawings determined pursuant to the design process contained in clauses 3.5.3 to 3.5.5 of this Agreement;
- 3.5.3 a design brief for each Non-Road Project shall be determined as follows:
 - 3.5.3.1 The Owner shall prepare a draft design brief for submission to Council;
 - 3.5.3.2 Council may provide to the Owner any comments it has in relation to the draft design brief, within 14 days of the date of its submission by the Owner;
 - 3.5.3.3 The Owner shall, having regard to any comments made by Council pursuant to clause 3.5.3.2 of this Agreement, prepare a final design brief for the Non-Road Project;
- 3.5.4 Concept Plans for each Non-Road Project shall be determined as follows:
 - 3.5.4.1 The Owner shall prepare Concept Plans for submission to the Council;
 - 3.5.4.2 Council may provide to the Owner any comments it has in relation to the Concept Plans, within 14 days of the date of their submission by the Owner;
 - 3.5.4.3 The Owner shall, having regard to any comments made by the Council pursuant to clause 3.5.4.2, prepare final Concept Plans for the Non-Road Project;
- 3.5.5 Working Drawings for each Non-Road Projects shall be determined as follows:
 - 3.5.5.1. The Owner shall engage an appropriately qualified professional to prepare Working Drawings for the Non-Road Project, in accordance with the Concept Plans prepared in accordance with clause 3.5.4;
 - 3.5.5.2. The Owner shall produce Working Drawings which demonstrate, to the satisfaction of the Council, that the Non-Road Project shall be fit for the purpose for which it is intended;
 - 3.5.5.3. Council shall, by the later of the following times, give notice to the Owner in relation to whether the Working Drawings are to the Council's satisfaction:

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- (a) 28 days from the date upon which the Working Drawings are submitted by the Owner; or
- (b) 7 days from the date of the first Ordinary Meeting of Council which is at least 14 days from the date upon which the Working Drawings are submitted by the Owner; and

3.5.5.4 If Council does not give notice within the time specified in clause 3.5.5.3, the Working Drawings shall be taken to be to the Council's satisfaction;

3.5.6 The Owner shall call for tenders for the construction of the Non-Road Project in accordance with the Working Drawings determined pursuant to clause 3.5.5 of this Agreement, and:

3.5.5.1. if the Owner receives a tender for the construction of the Non-Road Project for a cost which is no greater than the Construction Cost for that project – the Owner shall cause the Non-Road Project to be constructed and delivered in accordance with the Working Drawings determined pursuant to clause 3.5.5; or

3.5.5.2. if the Owner does not receive a tender for the construction of the Non-Road Project at a cost which is no greater than the Construction Cost for that project – the Owner may elect to either:

- (a) review the design of the Non-Road Project through the submission of amended Working Drawings pursuant to clause 3.5.5 of this Agreement; or
- (b) construct and deliver the Non-Road Project in accordance with the Working Drawings determined pursuant to clause 3.5.5.

3.5.7 If the trigger point for a Non-Road Project listed in Table 3 of the development Contributions Plan will not be reached, the development contribution in respect of that project shall be in the form of a cash payment calculated in accordance with the Pro Rata Amount.

3.5.8 The Owner agrees that:

3.5.5.3. in the course of the preparation of the working drawings under clause 3.5.5 of this Agreement, it shall retain a competent traffic engineer to advise whether each Community Activity Centre as identified in the Development Contributions Plan should be provided with up to an additional 10 car parking spaces,

3.5.5.4. if the traffic engineer considers that up to 10 additional car parking spaces should be provided, the working drawings must include those additional car parking spaces.



4. REVIEW OF DEVELOPMENT CONTRIBUTIONS PLAN

The parties agree that:

4.1 Adjustment of costs

4.1.1 On 1 July 2008 the Development Contributions Plan shall be reviewed so that the costings within the Development Contributions Plan which are current as at November 2005 are adjusted so as to be made current to 1

July 2008 and for that purpose the adjustment index shall be derived from the Rawlinsons Australian Construction Handbooks current between November 2005 and 1 July 2008.

4.1.2 On 1 July 2009 and on each year thereafter the Development Contributions Plan shall be reviewed to adjust construction costs either upwards or downwards by reference to an index derived from Rawlinsons.

4.2 Review of Development Contributions Plan

4.2.1 Every fifth year from the Approval Date Council shall, in consultation with VicUrban, review the Development Contributions Plan, including in relation to the costing detail of Infrastructure Projects, the triggers for the delivery of Infrastructure Projects, the sequencing of the delivery of Infrastructure Projects and the continued necessity for Infrastructure Projects;

4.2.2 Council may, following a review undertaken pursuant to clause 4.2.1 of this Agreement, propose an amendment to the Development Contributions Plan;

4.2.3 The Development Contributions Plan may be amended only with the written agreement of both Council and VicUrban.

5. OTHER SPECIFIC OBLIGATIONS OF VICURBAN

5.1 VicUrban agrees that notwithstanding the sale of the Subject Land or part thereof to a 3rd party, VicUrban will remain responsible for and must deliver each of the Infrastructure Projects that are located entirely within the Subject Land or that part of the Subject Land and that VicUrban must make and put in place any private contractual arrangements necessary between itself and the 3rd party that is required to give full effect to this obligation.

5.2 VicUrban will, in respect of any development contributions delivered pursuant to this Agreement, keep proper records and accounts in accordance with its obligations.

5.3 VicUrban agrees that, if it becomes the owner in fee simple of any part of the Additional Area:

5.3.1 VicUrban will notify Council's planning department of that drawing attention to this obligation in this Agreement;

5.3.2 the part of the Additional Area owned by VicUrban will become part of the Subject Land for the purposes of this Agreement;

5.3.3 VicUrban will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the part of the Additional Area owned by VicUrban in accordance with section 181 of the Act.

5.4 VicUrban agrees that when the New Lot has been created and VicUrban has become the owner in fee simple of the New Lot:



- 5.4.1 VicUrban will notify Council's planning department of that drawing attention to this obligation in this Agreement;
- 5.4.2 the New Lot owned by VicUrban will become part of the Subject Land for the purposes of this Agreement;
- 5.4.3 VicUrban will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the New Lot owned by VicUrban in accordance with section 181 of the Act.
- 5.5 VicUrban agrees that if, after using its best endeavours, Council is unable to reach an agreement with the Department of Education and Early Childhood Development under clause 6.7 of this Agreement:
 - 5.5.1 VicUrban shall provide land for the 3rd Oval which shall, in combination with the 1st Oval be 7.2ha in area, or such lesser amount as may be agreed between the Council and VicUrban;
 - 5.5.2 if the 3rd Oval is provided and impacts on the land available for a Community Activity Centre, VicUrban must also offset the loss of land for the Community Activity Centre by providing sufficient replacement land or space within a building for the Community Activity Centre to Council's satisfaction;
 - 5.5.3 the land provided under clause 5.5.2 will not be offset against any other public open space land or obligations in this Agreement.

6. SPECIFIC OBLIGATIONS OF COUNCIL CONCERNING THE DEVELOPMENT CONTRIBUTIONS

Council agrees that:

- 6.1 it will, in respect of any development contributions received pursuant to this Agreement, keep proper records and accounts in accordance with its obligations under the *Local Government Act 1989*;
- 6.2 it will apply the Development Levies received pursuant to this Agreement for the purposes described in this Agreement;
- 6.3 it will deal with the funds received pursuant to this Agreement on the same basis as it deals with funds received under an Approved Development Contributions Plan;
- 6.4 it will utilise any cash contributions received pursuant to clause 3.5.7, within a reasonable time, to provide alternative infrastructure projects in the ADP2 Area;
- 6.5 the provisions of section 46Q of the Act apply with such adjustments as are necessary in the context of this Agreement;
- 6.6 in respect of each Shared Cost Project, it will pay to the Owner the difference between the Construction Cost and the VicUrban Amount:
 - 6.6.1.1 within 14 days of the Owner providing Council with a tax invoice for its proportion of any progress payment due under a contract in respect of that Shared Cost Project; or



6.6.1.2 at such other time as may be agreed between the parties in writing;

6.7 it will negotiate in good faith with the Department of Education and Early Childhood Development and use its best endeavours to secure a joint use agreement in terms which are acceptable to Council regarding the use of the 2nd Oval.

7. FURTHER OBLIGATIONS OF THE OWNER

7.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner further covenants and agrees that:

7.2.1 the Owner will do all things necessary to give effect to this Agreement;

7.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

7.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement to a maximum of \$12,000 which are and until paid will remain a debt due to Council by the Owner.

8. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that 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 pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

9. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, 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

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 10.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 10.2 execute 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 by delivering it personally to that party;
- 11.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 11.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

11.2 Service of Notice

A notice or other communication is deemed served:

- 11.2.1 if delivered, on the next following business day;
- 11.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 11.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

11.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

11.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.



11.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

11.6 Penalty for late payment

Any amount due under this Agreement but unpaid by the due date shall incur interest at the rate prescribed under section 172 of the *Local Government Act 1989* and any payment made shall be first directed to payment of interest and then the principal amount owing;

11.7 Lower order infrastructure

The development contributions which this Agreement provides for only relate to higher order infrastructure which are envisaged to be used by a broad cross section of the community and do not relate to the lower order infrastructure items described in Schedule 2 which must be provided by the Owner as part of the urban development of the Subject Land.

12. GOODS AND SERVICES TAX

- 12.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the Approval Date.

14. ENDING OF AGREEMENT

- 14.1 This Agreement ends:
- 14.1.1 when the Owner has complied with all of the obligations imposed on the Owner under this Agreement and both Council and the Owner agree that the Agreement can be removed from the title to the Subject Land; or
- 14.1.2 if Council has not, within 12 months of the date of this Agreement, approved a Development Plan which is substantially in accordance with the Draft Development Plan.

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14.2 If any part of the Subject Land is subdivided the Council and the Owner may agree that this Agreement is no longer required in relation to one or more particular allotments shown on the Plan of Subdivision and that:

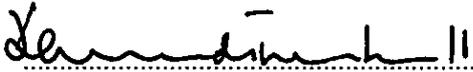
14.2.1 the Agreement will end in relation to that allotment; and

14.2.2 a recording of the Agreement is not required to be registered on any subsequent certificate of title generated for that allotment.

14.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

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


.....

)
)
)
Chief Executive Officer

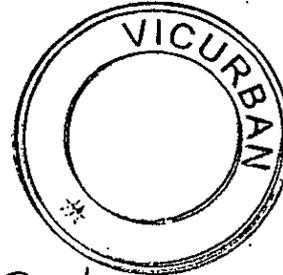
.....

Councillor

The Official Seal of VICURBAN is affixed in accordance with the *Victorian Urban Development Authority Act 2003* in the presence of:


.....
Chief Executive Officer


.....
General Manager



AF771740P



Schedule 1

Certificates of Title comprising the Subject Land

- Lot 1 on PS504599W ~ 10776.557
- That part of Lot 1 on PS518235K which is east of the Craigieburn Bypass ~ 9457.951
- That part of Lot 2 on PS518235K which is east of the Craigieburn Bypass 10799.539
- Lot 2 on PS510647D ~ 10728.557
- Lot 2 on PS518234M ~ 10716.293
- That part of Lot 1 on PS518234M which is east of the Craigieburn Bypass 8997.011
9457.951
- Lot 1 on PS113791 ~ 10102.491
- Lot 3 on PS113855 ~ 9075.530
- Lot 1 on PS141634 ~ 9497.457
- Lot 2 on PS141634 ~ 9497.258
- Lot 1 on Title Plan 821252F ~ 8816.666
- Lot 2 on PS096565 ~ 8957.491
- Lot B on PS449515L

Does not exist

INFORMATION ONLY

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Schedule 2

Lower Order Infrastructure Items

Works not set out as an Infrastructure Project in the Development Contributions Plan include but are not limited to:

- all internal roads and associated traffic management measures except those specified as Infrastructure Projects;
- internal flood mitigation works;
- local drainage systems;
- main drainage works except those specified as Infrastructure Projects;
- water, sewerage, underground power, gas and telecommunications services;
- local pathways and connections to the regional or district pathway network;
- basic levelling, water tapping and landscaping of public open space except those specified as Infrastructure Projects; and
- public open space reserve masterplans and any agreed associated works.

INFORMATION ONLY

Schedule 3

Specifications for Non-Road Projects

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INFORMATION ONLY



PROWSE QUANTITY SURVEYORS PTY LTD

AF771740P



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 Suite 8, 13 - 25 Church Street,
 Hawthorn, Victoria 3122
 Tel: (03) 9852 7811
 Fax: (03) 9852 7044
 www.prowseqs.com.au
 Email: info@prowseqs.com.au

23 August 2007

Ref: 4605-06

Vicurban
 Level 12, 700 Collins Street
 Docklands Vic 3008

Attention: Mr. T. Della Bosca

Dear Theo,

**RE: PROPOSED NEW RECREATION AND COMMUNITY FACILITIES
 AURORA – EPPING NORTH (REVISION U)**

As requested, we have prepared a cost plan at Stage A for the above project, based on information received by us up to 23 August 2007.

Our estimate of the anticipated total cost is \$21,440,000 for a fixed price contract at November 2005 cost levels and a summary follows:

South West Football/Cricket Facility	\$ 2,600,000
Norther P-12 Football/Cricket Oval (No Pavilion)	\$ 720,000
Central P-6 Football/Cricket oval (No Pavilion)	\$ 430,000
Central Soccer Facility	\$ 1,880,000
North West Soccer Facility	\$ 1,880,000
Eastern Tennis Court Facility	\$ 920,000
Northern P-12 Tennis Court Facility (No Pavilion)	\$ 360,000
Bocce Rink Facility x 4 (No Pavilion)	\$ 100,000
Northern P-12 Single Court School Gym Upgrade	\$ 2,270,000
Central P-6 Single Court School Gymnasium	\$ 1,000,000
NorthWest P-6 Single Court School Gymnasium	\$ 1,000,000
Free Standing Lawn Bowls (No Pavilion)	\$ 300,000
Creeds Farm Community Childcare (to be advised)	\$ -
Harvest Home Road CAC (Early Childhood Focus)	\$ 3,870,000
Northern P-12 CAC (General Focus)	\$ 2,420,000
South Town Centre CAC (Skills, Training and Resources)	\$ 1,690,000

Anticipated Total Project Cost (including GST)	\$ 21,440,000
(Fixed Price Contract – November 2005)	

MANAGING DIRECTOR: Anthony Prowse Dip QS (Dist) (RMIT) AAIQS ICECA
 ASSOCIATE DIRECTORS: Douglas Buchanan B Sc QS MRICS Neville Cambridge B C Eco (RMIT) AAIQS ICECA
 Vincent Lau B App Sc C Mgt (Hons) (RMIT) AAIQS ICECA

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Allowances for the following have been included in our estimate:

- Preliminaries and Design variable
- Cost escalation to a tender date of November 2005
- Cost escalation during construction
- Competitive tendering
- Contract contingency
- Professional fees
- Soft landscaping

Allowances for the following have been excluded from our estimate:

- Goods & Services Tax
- Loose furniture and equipment
- Cost escalation to tender after November 2005
- Adverse market conditions
- Authority contribution and headwork charges
- Abnormal ground conditions
- Infrastructure works including roadworks and major services
- Costs escalation associated with staged construction

This estimate is based on preliminary information. Assumptions have been made and these assumptions will require confirmation when further documentation becomes available.

We have attached a copy of our Stage A cost plan for your information.

Yours faithfully
PROWSE QUANTITY SURVEYORS PTY LTD



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PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SUMMARY OF FACILITIES

JOB 4605
 DATE 23/08/2007

CLIENT: VicUrban

REF U/1

ELEM	DESCRIPTION	UNIT	COST (\$)	COST (\$)	COST (\$)
	South West Football / Cricket Facility				
U/3A	Inc. pavilion, assoc. site wks, ext services etc	ITEM			1,150,000
U/3B	Inc. 2 senior ovals	ITEM			1,220,000
	Assoc. site works, external services	ITEM			230,000
	Northern P-12 Football / Cricket Oval (No Pavilion)				
U/4	Inc. one senior oval	ITEM			620,000
	Assoc. site works, external services	ITEM			100,000
U/5	Central P-6 Football/Cricket Oval (No Pavilion)	ITEM			430,000
	Includes 1 junior oval, site wks, ext services etc				
	Central Soccer Facility				
U/6A	Inc. pavilion, assoc. site wks, ext services etc	ITEM			840,000
U/6B	Inc. 2 soccer pitches	ITEM			830,000
	Assoc. site works, external services	ITEM			210,000
	North West Soccer Facility				
U/7A	Inc. pavilion, assoc. site wks, ext services etc	ITEM			840,000
U/7B	Inc. 2 soccer pitches	ITEM			830,000
	Assoc. site works, external services	ITEM			210,000
	Eastern Tennis Court Facility				
U/8A	Inc. pavilion, assoc. site wks, ext services etc	ITEM			430,000
U/8B	Inc. 4 tennis courts	ITEM			370,000
	Assoc. site works, external services	ITEM			120,000
U/8C	Northern P-12 Tennis Court Facility (No Pavilion)	ITEM			360,000
	Inc 4 tennis courts, site wks, ext services etc				
	Bocce Rink Facility x4 (No pavilion)	ITEM			100,000
U/9A	Northern P-12 Single Court School Gym Upgrade	ITEM			2,270,000
	Upgrade of a standard DE&T basketball court to a double netball size court. Includes on costs				
U/9B	Northern P-12 Single Court School Gym Upgrade	ITEM			-
	Upgrade of a standard DE&T basketball court to a netball size court. Includes on costs (\$320,000)				
U/10A	Central P-6 Single Court School Gymnasium	ITEM			1,000,000
	Includes one internal netball court, change rooms, amenities, site wks, ext services, less DE&T funds				
U/10B	North West P-6 Single Court School Gymnasium	ITEM			1,000,000
	Includes one internal netball court, change rooms, amenities, site wks, ext services, less DE&T funds				
	Free Standing Lawn Bowls (No pavilion)	ITEM			300,000
	Total Recreation Cost	ITEM			13,460,000

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SUMMARY OF FACILITIES**

JOB 4605
DATE 23/08/2007

CLIENT: VicUrban

REF

U/2

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Creeds Farm Community Childcare To be advised	ITEM			TBA
U/11A	Harvest Home Road CAC (Early Childhood Focus) Community activity centre including kitchens, meeting rooms, amenities, ADASS, site works, external services and on costs	ITEM			2,200,000
U/11B	Community activity centre including MCH, pre-school, site works and external services	ITEM			1,670,000
U/12A	Northern P-12 CAC (General Focus) Community activity centre including kitchens, meeting rooms, amenities, ADASS, site works, external services and on costs	ITEM			750,000
U/12B	Community activity centre including MCH, pre-school, site works and external services	ITEM			1,670,000
U/13	Sth Town Centre CAC (Skills, Training, Resources) Community activity centre includes multi purpose rooms, kitchens, amenities, neighbourhood house, fine arts, performing space, site works, external services and on costs	ITEM			1,690,000
	Total Community Cost	ITEM			7,980,000

	Total Recreation Cost (From Above)	ITEM			13,460,000
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	TOTAL PROJECT COST - AURORA COMMUNITY INFRASTRUCTURE (Fixed Price Contract - November 2005)				21,440,000
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PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SOUTH WEST FOOTBALL / CRICKET FACILITY

JOB 4605
 DATE 23/08/2007
 FECA 420
 UCA 200
 REF U/3A

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Football / Cricket Ovals and Pavilion				
	Change rooms (in 4 No)	(FECA) M2	160	1,600	256,000
	Umpires change room	(FECA) M2	30	1,900	57,000
	Toilet facilities	(FECA) M2	120	2,100	252,000
	Canteen	(FECA) M2	30	2,000	60,000
	Meeting / function room	(FECA) M2	-	-	-
	Storage facilities	(FECA) M2	30	1,300	39,000
	Office / first aid	(FECA) M2	20	1,600	32,000
	Internal / external toilets	(FECA) M2	30	2,100	63,000
	Verandahs & canopies	(UCA) M2	200	600	120,000
	Site Works and External Services				
	Site preparation & demolition	ITEM			5,000
	Roads, footpaths and paved areas	ITEM			8,000
	Boundary walls, fences and gates	ITEM			4,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			8,000
	External stormwater drainage	ITEM			10,000
	External sewer drainage	ITEM			4,000
	External water supply	ITEM			2,000
	External gas reticulation	ITEM			1,000
	External fire protection	ITEM			2,000
	External light & power	ITEM			15,000
	External communications	ITEM			1,000
	Balance of funds	ITEM			5,000

SUB-TOTAL					\$ 944,000
PRELIMINARIES (Included Above)	-	%		\$	-
DESIGN VARIABLE	5.00	%		\$	47,000
COST ESCALATION TO TENDER	-	%		\$	-
COST ESCALATION DURING CONSTRUCTION	2.00	%		\$	20,000
CONTRACT CONTINGENCY	2.50	%		\$	25,000
PROFESSIONAL FEES	11.00	%		\$	114,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM			\$	-
ANTICIPATED TOTAL PROJECT COST (Excluding GST)					\$ 1,150,000
(Fixed Price Contract - November 2005)					

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PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
 SOUTH WEST FOOTBALL / CRICKET FACILITY**

JOB 4605
 DATE 23/08/2007
 FECA -
 UCA -
 REF U/3B

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Oval Works				
	Senior Ovals (16,000m2, Approx 165x130m)	No	2	360,000	720,000
	Training lights (2 No ovals)	No	2	30,000	60,000
	Car parking (60 spaces)	M2	1,800	100	180,000
	Carparking - Gravel (60 cars)	M2	1,800	25	45,000
	Balance of funds	ITEM			(4,000)

SUB-TOTAL					\$ 1,001,000
PRELIMINARIES (Included Above)	- %				\$ -
DESIGN VARIABLE	5.00 %				\$ 50,000
COST ESCALATION TO TENDER	- %				\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %				\$ 21,000
CONTRACT CONTINGENCY	2.50 %				\$ 27,000
PROFESSIONAL FEES	11.00 %				\$ 121,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
ANTICIPATED TOTAL PROJECT COST (Excluding GST)					\$ 1,220,000
(Fixed Price Contract - November 2005)					

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Site Works and External Services				
	Site preparation & demolition	ITEM			20,000
	Roads, footpaths and paved areas	ITEM			32,000
	Boundary walls, fences and gates	ITEM			16,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			32,000
	External stormwater drainage	ITEM			32,000
	External sewer drainage	ITEM			16,000
	External water supply	ITEM			8,000
	External gas reticulation	ITEM			4,000
	External fire protection	ITEM			8,000
	External light & power	ITEM			20,000
	External communications	ITEM			4,000
	Balance of funds	ITEM			(3,000)

SUB-TOTAL					\$ 189,000
PRELIMINARIES (Included Above)	- %				\$ -
DESIGN VARIABLE	5.00 %				\$ 9,000
COST ESCALATION TO TENDER	- %				\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %				\$ 4,000
CONTRACT CONTINGENCY	2.50 %				\$ 5,000
PROFESSIONAL FEES	11.00 %				\$ 23,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
ANTICIPATED TOTAL PROJECT COST (Excluding GST)					\$ 230,000
(Fixed Price Contract - November 2005)					

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTHERN P-12 FOOTBALL / CRICKET OVAL
 Pavilion Not Provided

JOB 4605
 DATE 23/08/2007
 FECA -
 UCA -
 REF U/4

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Oval Works				
	Senior Ovals (16,000m2, Approx 165x130m)	No	1	480,000	480,000
	Training lights (1 No oval)	No	1	30,000	30,000
	Car parking (Not Required)	ITEM			-
	Credit for D.E. & T. funds for oval (Nil)	ITEM			-
	Balance of funds	ITEM			(1,000)

SUB-TOTAL					\$ 509,000
PRELIMINARIES (Included Above)	- %			\$	-
DESIGN VARIABLE	5.00 %			\$	25,000
COST ESCALATION TO TENDER	- %			\$	-
COST ESCALATION DURING CONSTRUCTION	2.00 %			\$	11,000
CONTRACT CONTINGENCY	2.50 %			\$	14,000
PROFESSIONAL FEES	11.00 %			\$	61,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM			\$	-
ANTICIPATED TOTAL PROJECT COST (Excluding GST)				\$	620,000

(Fixed Price Contract - November 2005)

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Site Works and External Services				
	Site preparation & demolition	ITEM			15,000
	Roads, footpaths and paved areas	ITEM			20,000
	Boundary walls, fences and gates	ITEM			10,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			10,000
	External stormwater drainage	ITEM			15,000
	External sewer drainage (Nil)	ITEM			-
	External water supply	ITEM			2,000
	External gas reticulation (Nil)	ITEM			-
	External fire protection (Nil)	ITEM			-
	External light & power	ITEM			10,000
	External communications	ITEM			1,000
	Balance of funds	ITEM			(1,000)

SUB-TOTAL					\$ 82,000
PRELIMINARIES (Included Above)	- %			\$	-
DESIGN VARIABLE	5.00 %			\$	4,000
COST ESCALATION TO TENDER	- %			\$	-
COST ESCALATION DURING CONSTRUCTION	2.00 %			\$	2,000
CONTRACT CONTINGENCY	2.50 %			\$	2,000
PROFESSIONAL FEES	11.00 %			\$	10,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM			\$	-
ANTICIPATED TOTAL PROJECT COST (Excluding GST)				\$	100,000

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
 CENTRAL P-6 FOOTBALL / CRICKET OVAL**

JOB 4605
 DATE 23/08/2007
 FECA -
 UCA -
 REF U/5

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Football / Cricket Pavilion (Not Provided)				
	Change rooms (FECA)	M2	-	-	-
	Umpires change room (FECA)	M2	-	-	-
	Toilet facilities (FECA)	M2	-	-	-
	Canteen (FECA)	M2	-	-	-
	Meeting / function room (FECA)	M2	-	-	-
	Storage facilities (FECA)	M2	-	-	-
	Verandahs & canopies (UCA)	M2	-	-	-
	Oval Works				
	Junior Oval (12,000m2, Approx 140x110m)	No	1	240,000	240,000
	Training lights (1 No oval)	No	1	30,000	30,000
	Car parking (Not Required)	ITEM			-
	Credit for D.E. & T. funds for oval (Nil)	ITEM			-
	Site Works and External Services				
	Site preparation & demolition	ITEM			15,000
	Roads, footpaths and paved areas	ITEM			20,000
	Boundary walls, fences and gates	ITEM			10,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			10,000
	External stormwater drainage	ITEM			15,000
	External sewer drainage (Nil)	ITEM			-
	External water supply	ITEM			2,000
	External gas reticulation (Nil)	ITEM			-
	External fire protection (Nil)	ITEM			-
	External light & power	ITEM			10,000
	External communications	ITEM			1,000
	Balance of funds	ITEM			-

SUB-TOTAL				\$	353,000
PRELIMINARIES (Included Above)	-	%		\$	-
DESIGN VARIABLE	5.00	%		\$	18,000
COST ESCALATION TO TENDER	-	%		\$	-
COST ESCALATION DURING CONSTRUCTION	2.00	%		\$	7,000
CONTRACT CONTINGENCY	2.50	%		\$	9,000
PROFESSIONAL FEES	11.00	%		\$	43,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM			\$	-

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **430,000**
 (Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
 CENTRAL SOCCER FACILITY**

JOB 4605
 DATE 23/08/2007
 FECA 355
 UCA 80
 REF U/6A

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Soccer Pitches and Pavilion				
	Change room (in 4 No)	(FECA) M2	120	1,600	192,000
	Umpires change room	(FECA) M2	15	1,900	28,500
	Toilet facilities	(FECA) M2	40	2,100	84,000
	Canteen	(FECA) M2	30	2,000	60,000
	Meeting / function room	(FECA) M2	120	1,600	192,000
	Storage facilities	(FECA) M2	30	1,300	39,000
	Verandahs and canopies	(UCA) M2	80	600	48,000
	Site Works and External Services				
	Site preparation & demolition	ITEM			5,000
	Roads, footpaths and paved areas	ITEM			6,000
	Boundary walls, fences and gates	ITEM			4,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			8,000
	External stormwater drainage	ITEM			6,000
	External sewer drainage	ITEM			4,000
	External water supply	ITEM			2,000
	External gas reticulation	ITEM			1,000
	External fire protection	ITEM			2,000
	External light & power	ITEM			5,000
	External communications	ITEM			1,000
	Balance of funds	ITEM			1,500

SUB-TOTAL \$ **689,000**

PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 34,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %	\$ 14,000
CONTRACT CONTINGENCY	2.50 %	\$ 18,000
PROFESSIONAL FEES	11.00 %	\$ 85,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **840,000**

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
CENTRAL SOCCER FACILITY.**

JOB 4605
DATE 23/08/2007
FECA -
UCA -
REF U/6B

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Oval Works				
	Soccer pitches (8,000m2, Approx 120x60m)	No	2	250,000	500,000
	Training lights (2 No pitches)	No	2	30,000	60,000
	Car parking (40 spaces)	M2	1,200	100	120,000
	Balance of funds	ITEM			2,000

SUB-TOTAL					\$ 682,000
PRELIMINARIES (Included Above)	- %				\$ -
DESIGN VARIABLE	5.00 %				\$ 34,000
COST ESCALATION TO TENDER	- %				\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %				\$ 14,000
CONTRACT CONTINGENCY	2.50 %				\$ 18,000
PROFESSIONAL FEES	11.00 %				\$ 82,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
ANTICIPATED TOTAL PROJECT COST (Excluding GST)					\$ 830,000

(Fixed Price Contract - November 2005)

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Site Works and External Services				
	Site preparation & demolition	ITEM			20,000
	Roads, footpaths and paved areas	ITEM			24,000
	Boundary walls, fences and gates	ITEM			16,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			32,000
	External stormwater drainage	ITEM			24,000
	External sewer drainage	ITEM			16,000
	External water supply	ITEM			8,000
	External gas reticulation	ITEM			4,000
	External fire protection	ITEM			8,000
	External light & power	ITEM			20,000
	External communications	ITEM			4,000
	Balance of funds	ITEM			(5,000)

SUB-TOTAL					\$ 171,000
PRELIMINARIES (Included Above)	- %				\$ -
DESIGN VARIABLE	5.00 %				\$ 9,000
COST ESCALATION TO TENDER	- %				\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %				\$ 4,000
CONTRACT CONTINGENCY	2.50 %				\$ 5,000
PROFESSIONAL FEES	11.00 %				\$ 21,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
ANTICIPATED TOTAL PROJECT COST (Excluding GST)					\$ 210,000

(Fixed Price Contract - November 2005)

AF771740P

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PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTH WEST SOCCER FACILITY

JOB 4605
 DATE 23/08/2007
 FECA 355
 UCA 80
 REF U7A

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
Soccer Pitches and Pavilion					
	Change room (in 4 No)	(FECA) M2	120	1,600	192,000
	Umpires change room	(FECA) M2	15	1,900	28,500
	Toilet facilities	(FECA) M2	40	2,100	84,000
	Canteen	(FECA) M2	30	2,000	60,000
	Meeting / function room	(FECA) M2	120	1,600	192,000
	Storage facilities	(FECA) M2	30	1,300	39,000
	Verandahs and canopies	(UCA) M2	80	600	48,000
Site Works and External Services					
	Site preparation & demolition	ITEM			5,000
	Roads, footpaths and paved areas	ITEM			6,000
	Boundary walls, fences and gates	ITEM			4,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			8,000
	External stormwater drainage	ITEM			6,000
	External sewer drainage	ITEM			4,000
	External water supply	ITEM			2,000
	External gas reticulation	ITEM			1,000
	External fire protection	ITEM			2,000
	External light & power	ITEM			5,000
	External communications	ITEM			1,000
	Balance of funds	ITEM			1,500

SUB-TOTAL				\$	689,000
PRELIMINARIES (Included Above)	-	%		\$	-
DESIGN VARIABLE	5.00	%		\$	34,000
COST ESCALATION TO TENDER	-	%		\$	-
COST ESCALATION DURING CONSTRUCTION	2.00	%		\$	14,000
CONTRACT CONTINGENCY	2.50	%		\$	18,000
PROFESSIONAL FEES	11.00	%		\$	85,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM			\$	-

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **840,000**
 (Fixed Price Contract - November 2005)

AF771740P





PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTH WEST SOCCER FACILITY

JOB 4605
 DATE 23/08/2007
 FECA -
 UCA -
 REF U/7B

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Oval Works				
	Soccer pitches (8,000m2, Approx 120x60m)	No	2	250,000	500,000
	Training lights (2 No pitches)	No	2	30,000	60,000
	Car parking (40 spaces)	M2	1,200	100	120,000
	Balance of funds	ITEM			2,000

SUB-TOTAL					\$ 682,000
PRELIMINARIES (Included Above)	- %				\$ -
DESIGN VARIABLE	5.00 %				\$ 34,000
COST ESCALATION TO TENDER	- %				\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %				\$ 14,000
CONTRACT CONTINGENCY	2.50 %				\$ 18,000
PROFESSIONAL FEES	11.00 %				\$ 82,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
ANTICIPATED TOTAL PROJECT COST (Excluding GST)					\$ 830,000
(Fixed Price Contract - November 2005)					

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Site Works and External Services				
	Site preparation & demolition	ITEM			20,000
	Roads, footpaths and paved areas	ITEM			24,000
	Boundary walls, fences and gates	ITEM			16,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			32,000
	External stormwater drainage	ITEM			24,000
	External sewer drainage	ITEM			16,000
	External water supply	ITEM			8,000
	External gas reticulation	ITEM			4,000
	External fire protection	ITEM			8,000
	External light & power	ITEM			20,000
	External communications	ITEM			4,000
	Balance of funds	ITEM			(5,000)

SUB-TOTAL					\$ 171,000
PRELIMINARIES (Included Above)	- %				\$ -
DESIGN VARIABLE	5.00 %				\$ 9,000
COST ESCALATION TO TENDER	- %				\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %				\$ 4,000
CONTRACT CONTINGENCY	2.50 %				\$ 5,000
PROFESSIONAL FEES	11.00 %				\$ 21,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
ANTICIPATED TOTAL PROJECT COST (Excluding GST)					\$ 210,000
(Fixed Price Contract - November 2005)					

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10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
EASTERN TENNIS COURT FACILITY**

JOB 4605
DATE 23/08/2007
FECA 190
UCA -
REF U/8A

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Tennis Pavilion				
	Change rooms (in 2 No)	(FECA) M2	60	1,600	96,000
	Umpires change room	(FECA) M2	-	1,900	-
	Toilet facilities	(FECA) M2	-	2,100	-
	Canteen	(FECA) M2	30	2,000	60,000
	Meeting / function room (Excluded)	(FECA) M2	-	-	-
	Storage facilities	(FECA) M2	20	1,300	26,000
	Office / first aid	(FECA) M2	20	1,600	32,000
	Internal / external toilets	(FECA) M2	40	2,100	84,000
	Circulation	(FECA) M2	20	1,300	26,000
	Verandahs & canopies	(UCA) M2	-	600	-
	Site Works & External Services				
	Site preparation & demolition	ITEM			3,000
	Roads, footpaths and paved areas	ITEM			4,000
	Boundary walls, fences and gates	ITEM			2,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			4,000
	External stormwater drainage	ITEM			6,000
	External sewer drainage	ITEM			2,000
	External water supply	ITEM			1,000
	External gas reticulation	ITEM			1,000
	External fire protection	ITEM			1,000
	External light & power	ITEM			6,000
	External communications	ITEM			400
	Balance of funds	ITEM			(1,400)

SUB-TOTAL \$ **353,000**

PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 18,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %	\$ 7,000
CONTRACT CONTINGENCY	2.50 %	\$ 9,000
PROFESSIONAL FEES	11.00 %	\$ 43,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **430,000**

(Fixed Price Contract - November 2005)

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Note - carparking on next page

INFORMATION ONLY



PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
EASTERN TENNIS COURT FACILITY

JOB 4605
 DATE 23/08/2007
 FECA -
 UCA -
 REF U/8B

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Tennis Courts				
	Tennis courts (4 No courts)	No	4	50,000	200,000
	Playing lights (4 No courts)	No	4	10,000	40,000
	Car parking (20 No spaces)	M2	600	100	60,000
	Balance of funds	ITEM			4,000

SUB-TOTAL					\$ 304,000
PRELIMINARIES (Included Above)	- %				\$ -
DESIGN VARIABLE	5.00 %				\$ 15,000
COST ESCALATION TO TENDER	- %				\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %				\$ 6,000
CONTRACT CONTINGENCY	2.50 %				\$ 8,000
PROFESSIONAL FEES	11.00 %				\$ 37,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
ANTICIPATED TOTAL PROJECT COST (Excluding GST)					\$ 370,000

(Fixed Price Contract - November 2005)

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Site Works & External Services				
	Site preparation & demolition	ITEM			12,000
	Roads, footpaths and paved areas	ITEM			16,000
	Boundary walls, fences and gates	ITEM			8,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			16,000
	External stormwater drainage	ITEM			16,000
	External sewer drainage	ITEM			8,000
	External water supply	ITEM			4,000
	External gas reticulation	ITEM			4,000
	External fire protection	ITEM			4,000
	External light & power	ITEM			8,000
	External communications	ITEM			1,600
	Balance of funds	ITEM			400

SUB-TOTAL					\$ 98,000
PRELIMINARIES (Included Above)	- %				\$ -
DESIGN VARIABLE	5.00 %				\$ 5,000
COST ESCALATION TO TENDER	- %				\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %				\$ 2,000
CONTRACT CONTINGENCY	2.50 %				\$ 3,000
PROFESSIONAL FEES	11.00 %				\$ 12,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM				\$ -
ANTICIPATED TOTAL PROJECT COST (Excluding GST)					\$ 120,000

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTHERN P-12 TENNIS COURT FACILITY**

JOB 4605
DATE 23/08/2007
FECA -
UCA -
REF U/8C

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Tennis Pavilion (Not Provided)				
	Pavilion including amenities (FECA)	M2	-	-	-
	Tennis Courts				
	Tennis courts (4 No courts)	No	4	50,000	200,000
	Playing lights (4 No courts)	No	4	10,000	40,000
	Car parking (Not Required)	ITEM			-
	Site Works & External Services				
	Site preparation & demolition	ITEM			10,000
	Roads, footpaths and paved areas	ITEM			10,000
	Boundary walls, fences and gates	ITEM			5,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			10,000
	External stormwater drainage	ITEM			10,000
	External sewer drainage (Nil)	ITEM			-
	External water supply	ITEM			5,000
	External gas reticulation (Nil)	ITEM			-
	External fire protection (Nil)	ITEM			-
	External light & power	ITEM			10,000
	External communications (Nil)	ITEM			-
	Balance of funds	ITEM			(5,000)

SUB-TOTAL

\$ 295,000

PRELIMINARIES (Included Above)

- %

\$ -

DESIGN VARIABLE

5.00 %

\$ 15,000

COST ESCALATION TO TENDER

- %

\$ -

COST ESCALATION DURING CONSTRUCTION

2.00 %

\$ 6,000

CONTRACT CONTINGENCY

2.50 %

\$ 8,000

PROFESSIONAL FEES

11.00 %

\$ 36,000

LOOSE FURNITURE & EQUIPMENT (Excluded)

ITEM

\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 360,000

(Fixed Price Contract - November 2005)

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PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
 NORTHERN P-12 SINGLE COURT SCHOOL GYMNASIUM UPGRADE**

JOB 4605
 DATE 23/08/2007
 FECA 1,880
 UCA 100
 REF U/9A

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
New Building Works					
	Indoor double netball court (36x36m) (FECA)	M2	1,300	1,000	1,300,000
	Amenities/ change room (FECA)	M2	100	1,800	180,000
	Store room (FECA)	M2	100	1,300	130,000
	Staff area (FECA)	M2	60	1,500	90,000
	Foyer (FECA)	M2	40	1,500	60,000
	Mezzanine viewing area (FECA)	M2	250	1,000	250,000
	Canteen (FECA)	M2	30	2,000	60,000
	Canopy (UCA)	M2	100	700	70,000
	Stair cases	No	2	8,000	16,000
	Credit for D.E. & T. funds for court (approx 750m2)	M2	(750)	850	(637,500)
	External netball courts (In 2 No) (OPEN)	M2	1,400	100	140,000
Site Works and External Services					
	Site preparation & demolition	ITEM			15,000
	Roads, footpaths and paved areas	ITEM			30,000
	Boundary walls, fences and gates	ITEM			10,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			40,000
	External stormwater drainage	ITEM			35,000
	External sewer drainage	ITEM			20,000
	External water supply	ITEM			10,000
	External gas reticulation	ITEM			5,000
	External fire protection	ITEM			10,000
	External light & power	ITEM			25,000
	External communications	ITEM			2,000
	Balance of funds	ITEM			2,500

SUB-TOTAL \$ **1,863,000**

PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 93,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %	\$ 39,000
CONTRACT CONTINGENCY	2.50 %	\$ 50,000
PROFESSIONAL FEES	11.00 %	\$ 225,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **2,270,000**

(Fixed Price Contract - November 2005)

AF771740P





PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
 NORTHERN P-12 SINGLE COURT SCHOOL GYMNASIUM UPGRADE**

JOB 4605
 DATE 23/08/2007
 FECA -
 UCA -
 REF U/9B

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
New Building Works (Not Provided)					
	Indoor netball court (FECA)	M2	-	-	-
	Amenities/ change room (FECA)	M2	-	-	-
	Store room (FECA)	M2	-	-	-
	Staff area (FECA)	M2	-	-	-
	Foyer (FECA)	M2	-	-	-
	Mezzanine viewing area (FECA)	M2	-	-	-
	Canteen (FECA)	M2	-	-	-
	Canopy (UCA)	M2	-	-	-
	Stair cases	No	-	-	-
Extra Over Standard DE&T Facility Costs					
	Upgrade standard DE&T basketball court to a netball court (Increase size to 36x20m)	NO	1	240,000	240,000
Site Works and External Services					
	Site preparation & demolition	ITEM			5,000
	Roads, footpaths and paved areas (Nil)	ITEM			-
	Boundary walls, fences and gates (Nil)	ITEM			-
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements (Nil)	ITEM			-
	External stormwater drainage	ITEM			10,000
	External sewer drainage (Nil)	ITEM			-
	External water supply (Nil)	ITEM			-
	External gas reticulation (Nil)	ITEM			-
	External fire protection (Nil)	ITEM			-
	External light & power	ITEM			5,000
	External communications (Nil)	ITEM			-
	Balance of funds	ITEM			2,000

SUB-TOTAL \$ **262,000**

PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 13,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %	\$ 6,000
CONTRACT CONTINGENCY	2.50 %	\$ 7,000
PROFESSIONAL FEES	11.00 %	\$ 32,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **320,000**
 (Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
CENTRAL P-6 SINGLE COURT SCHOOL GYMNASIUM**

JOB # 4605
DATE 23/08/2007
FECA 870
UCA 25
REF U/10A

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
New Building Works					
	Indoor single netball court (36x20m)	(FECA) M2	720	1,000	720,000
	Amenities/ change room	(FECA) M2	50	1,800	90,000
	Store room	(FECA) M2	50	1,300	65,000
	Staff area	(FECA) M2	30	1,500	45,000
	Foyer	(FECA) M2	20	1,500	30,000
	Mezzanine viewing area	(FECA) M2	-	-	-
	Canteen	(FECA) M2	-	-	-
	Canopy	(UCA) M2	25	700	17,500
	Stair cases	No	-	-	-
	Credit for D.E. & T. funds for primary school multi-purpose room (approx 750m2)	M2	(298)	850	(253,300)
Site Works and External Services					
	Site preparation & demolition	ITEM			10,000
	Roads, footpaths and paved areas	ITEM			20,000
	Boundary walls, fences and gates	ITEM			10,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			10,000
	External stormwater drainage	ITEM			20,000
	External sewer drainage	ITEM			10,000
	External water supply	ITEM			2,000
	External gas reticulation	ITEM			2,000
	External fire protection	ITEM			5,000
	External light & power	ITEM			15,000
	External communications	ITEM			1,000
	Balance of funds	ITEM			1,800

SUB-TOTAL \$ **821,000**

PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 41,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %	\$ 17,000
CONTRACT CONTINGENCY	2.50 %	\$ 22,000
PROFESSIONAL FEES	11.00 %	\$ 99,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **1,000,000**

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTH WEST P-6 SINGLE COURT SCHOOL GYMNASIUM

JOB 4605
 DATE 23/08/2007
 FECA 870
 UCA 25
 REF U/10B

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
New Building Works					
	Indoor single netball court (36x20m)	(FECA) M2	720	1,000	720,000
	Amenities/ change room	(FECA) M2	50	1,800	90,000
	Store room	(FECA) M2	50	1,300	65,000
	Staff area	(FECA) M2	30	1,500	45,000
	Foyer	(FECA) M2	20	1,500	30,000
	Mezzanine viewing area	(FECA) M2	-	-	-
	Canteen	(FECA) M2	-	-	-
	Canopy	(UCA) M2	25	700	17,500
	Stair cases	No	-	-	-
	Credit for D.E. & T. funds for primary school multi-purpose room (approx 750m2)	M2	(298)	850	(253,300)
Site Works and External Services					
	Site preparation & demolition	ITEM			10,000
	Roads, footpaths and paved areas	ITEM			20,000
	Boundary walls, fences and gates	ITEM			10,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			10,000
	External stormwater drainage	ITEM			20,000
	External sewer drainage	ITEM			10,000
	External water supply	ITEM			2,000
	External gas reticulation	ITEM			2,000
	External fire protection	ITEM			5,000
	External light & power	ITEM			15,000
	External communications	ITEM			1,000
	Balance of funds	ITEM			1,800

SUB-TOTAL \$ **821,000**

PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 41,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	2.00 %	\$ 17,000
CONTRACT CONTINGENCY	2.50 %	\$ 22,000
PROFESSIONAL FEES	11.00 %	\$ 99,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **1,000,000**

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
HARVEST HOME ROAD CAC (Early Childhood Focus)

JOB 4605
 DATE 23/08/2007
 FECA 923
 UCA 77
 REF U/11A

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Core CAC: Generated by Neighbourhood Demand Refer to Sub total (1) over	ITEM			921,000
	Core CAC: Generated by Regional Demand Refer to Sub total (2) over	ITEM			387,000
	Circulation				
	Circulation (FECA)	M2	154	1,100	169,400
	Canopies / verandahs (UCA)	M2	77	700	53,900
	Extra over items				
	Commercial kitchen equipment & coolers	ITEM			60,000
	Operable walls and auto doors	ITEM			25,000
	Site Works and External Services				
	Site preparation & demolition	ITEM			16,000
	Roads, footpaths and paved areas	ITEM			16,000
	Car parking (8 spaces)	ITEM			24,000
	Boundary walls, fences and gates	ITEM			20,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			40,000
	External stormwater drainage	ITEM			20,000
	External sewer drainage	ITEM			8,000
	External water supply	ITEM			4,000
	External gas reticulation	ITEM			2,000
	External fire protection	ITEM			4,000
	External light & power	ITEM			12,000
	External communications	ITEM			2,000
	Balance of funds	ITEM			4,700

SUB-TOTAL \$ **1,789,000**

PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 89,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	3.00 %	\$ 56,000
CONTRACT CONTINGENCY	2.50 %	\$ 48,000
PROFESSIONAL FEES	11.00 %	\$ 218,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **2,200,000**
 (Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
HARVEST HOME ROAD CAC (Early Childhood Focus)

JOB 4605
 DATE 23/08/2007
 FECA 923
 UCA 77
 REF U/11A

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
Core CAC: Generated by Neighbourhood Demand					
	Entry				
	Entry (FECA)	M2	35	1,700	59,500
	Coordinators storage (FECA)	M2	6	1,100	6,600
	Coordinators offices (FECA)	M2	32	1,750	56,000
Main Hall					
	Hall (FECA)	M2	200	1,500	300,000
	User storage (FECA)	M2	36	1,100	39,600
	Playgroup storage (FECA)	M2	15	1,100	16,500
	Chair and table storage (FECA)	M2	20	1,100	22,000
Kitchen & Food Service Centre					
	Kitchen (commercial) (FECA)	M2	40	3,100	124,000
	Kitchen (domestic) (FECA)	M2	25	2,000	50,000
	Kitchen store (FECA)	M2	12	2,000	24,000
Meeting Rooms					
	Meeting room 1 (FECA)	M2	30	1,750	52,500
	Meeting room 2 (FECA)	M2	50	1,750	87,500
	User store (FECA)	M2	12	1,100	13,200
Common Amenities					
	Toilets (men & women) (FECA)	M2	20	2,400	48,000
	Accessible / family toilets / change (FECA)	M2	6	2,400	14,400
	Cleaners store (FECA)	M2	4	1,800	7,200
Sub-Total (1) - Regional Demand Facilities		ITEM			921,000
Core CAC: Generated by Regional Demand					
PAG (ADASS)					
	Activity room 1 (FECA)	M2	60	1,500	90,000
	Activity room 2 (FECA)	M2	80	1,500	120,000
	Office (FECA)	M2	16	1,750	28,000
	Accessible toilets/amenities/sick bay (FECA)	M2	30	2,400	72,000
	Storage (FECA)	M2	20	1,100	22,000
	Ext to kitchen for food services centre (FECA)	M2	20	2,000	40,000
	Outdoor area (OPEN)	M2	60	250	15,000
Sub-Total (2) - Regional Demand Facilities		ITEM			387,000

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
HARVEST HOME ROAD CAC (Early Childhood Focus)
MCH & Preschool

JOB 4605
 DATE 23/08/2007
 FECA 595
 UCA 50
 REF U/11B

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
Core CAC: Generated by Neighbourhood Demand					
MCH					
	Consulting rooms (general)	(FECA) M2	40	1,700	68,000
	Consulting rooms (MCH)	(FECA) M2	40	1,700	68,000
	Waiting room	(FECA) M2	40	1,700	68,000
	Offices for NGO's	(FECA) M2	40	1,750	70,000
Preschool (Double)					
	Lobby	(FECA) M2	20	1,700	34,000
	Bag rooms	(FECA) M2	30	1,100	33,000
	Children rooms (60 children x 3.3m2/child)	(FECA) M2	198	1,700	336,600
	Kitchen	(FECA) M2	12	2,000	24,000
	Office / administration room	(FECA) M2	16	1,750	28,000
	Storage internal	(FECA) M2	40	1,100	44,000
	Storage external (shed)	ITEM			10,000
	Children's toilets	(FECA) M2	12	2,400	28,800
	Staff toilets and shower	(FECA) M2	8	2,400	19,200
	Outdoor play (60 children x 7.0m2/child)	(OPEN) M2	420	250	105,000
	Circulation	(FECA) M2	99	1,100	109,120
	Canopies / verandahs	(UCA) M2	50	700	35,000
Extra over items					
	Operable walls and auto doors	ITEM			25,000
Site Works and External Services					
	Site preparation & demolition	ITEM			24,000
	Roads, footpaths and paved areas	ITEM			24,000
	Car parking (12 spaces)	ITEM			36,000
	Boundary walls, fences and gates	ITEM			30,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			60,000
	External stormwater drainage	ITEM			30,000
	External sewer drainage	ITEM			12,000
	External water supply	ITEM			6,000
	External gas reticulation	ITEM			3,000
	External fire protection	ITEM			6,000
	External light & power	ITEM			18,000
	External communications	ITEM			3,000
	Balance of funds	ITEM			(1,720)

SUB-TOTAL \$ **1,356,000**

PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 68,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	3.00 %	\$ 43,000
CONTRACT CONTINGENCY	2.50 %	\$ 37,000
PROFESSIONAL FEES	11.00 %	\$ 166,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ **1,670,000**

(Fixed Price Contract - November 2005)

AF771740P





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTHERN P-12 CAC (General Focus)**

JOB 4605
DATE 23/08/2007
FECA 278
UCA 23
REF U/12A

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
Entry					
	Entry (FECA)	M2	35	1,700	59,500
	Coordinators storage (FECA)	M2	6	1,100	6,600
	Coordinators offices (FECA)	M2	32	1,750	56,000
Kitchen & Food Service Centre					
	Kitchen (domestic) (FECA)	M2	25	2,000	50,000
	Kitchen store (FECA)	M2	12	2,000	24,000
Meeting Rooms					
	Meeting room 1 (FECA)	M2	30	1,750	52,500
	Meeting room 2 (FECA)	M2	50	1,750	87,500
	User store (FECA)	M2	12	1,100	13,200
Common Amenities					
	Toilets (men & women) (FECA)	M2	20	2,400	48,000
	Accessible / family toilets / change (FECA)	M2	6	2,400	14,400
	Cleaners store (FECA)	M2	4	1,800	7,200
Circulation					
	Circulation (FECA)	M2	46	1,100	51,040
	Canopies / verandahs (UCA)	M2	23	700	16,240
Extra over items					
	Operable walls and auto doors	ITEM			25,000
Site Works and External Services					
	Site preparation & demolition	ITEM			11,000
	Roads, footpaths and paved areas	ITEM			11,000
	Car parking (8 spaces)	ITEM			14,000
	Boundary walls, fences and gates	ITEM			10,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			20,000
	External stormwater drainage	ITEM			10,000
	External sewer drainage	ITEM			3,000
	External water supply	ITEM			4,000
	External gas reticulation	ITEM			2,000
	External fire protection	ITEM			4,000
	External light & power	ITEM			7,000
	External communications	ITEM			2,000
	Balance of funds	ITEM			820

SUB-TOTAL

\$ 610,000

PRELIMINARIES (Included Above)

- %

\$ -

DESIGN VARIABLE

5.00 %

\$ 31,000

COST ESCALATION TO TENDER

- %

\$ -

COST ESCALATION DURING CONSTRUCTION

3.00 %

\$ 19,000

CONTRACT CONTINGENCY

2.50 %

\$ 17,000

PROFESSIONAL FEES

11.00 %

\$ 73,000

LOOSE FURNITURE & EQUIPMENT (Excluded)

ITEM

\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

\$ 750,000

(Fixed Price Contract - November 2005)

AF771740P





PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
NORTHERN P-12 CAC (General Focus)
MCH & Preschool

JOB 4605
 DATE 23/08/2007
 FECA 595
 UCA 50
 REF U/12B

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
Core CAC: Generated by Neighbourhood Demand					
MCH					
	Consulting rooms (general)	(FECA) M2	40	1,700	68,000
	Consulting rooms (MCH)	(FECA) M2	40	1,700	68,000
	Waiting room	(FECA) M2	40	1,700	68,000
	Offices for Visiting Services	(FECA) M2	40	1,750	70,000
Preschool (Double)					
	Lobby	(FECA) M2	20	1,700	34,000
	Bag rooms	(FECA) M2	30	1,100	33,000
	Children rooms (60 children x 3.3m2/child)	(FECA) M2	198	1,700	336,600
	Kitchen	(FECA) M2	12	2,000	24,000
	Office / administration room	(FECA) M2	16	1,750	28,000
	Storage internal	(FECA) M2	40	1,100	44,000
	Storage external (shed)	ITEM			10,000
	Children's toilets	(FECA) M2	12	2,400	28,800
	Staff toilets and shower	(FECA) M2	8	2,400	19,200
	Outdoor play (60 children x 7.0m2/child)	(OPEN) M2	420	250	105,000
	Circulation	(FECA) M2	99	1,100	109,120
	Canopies / verandahs	(UCA) M2	50	700	35,000
Extra over items					
	Operable walls and auto doors	ITEM			25,000
Site Works and External Services					
	Site preparation & demolition	ITEM			24,000
	Roads, footpaths and paved areas	ITEM			24,000
	Car parking (12 spaces)	ITEM			36,000
	Boundary walls, fences and gates	ITEM			30,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements	ITEM			60,000
	External stormwater drainage	ITEM			30,000
	External sewer drainage	ITEM			12,000
	External water supply	ITEM			6,000
	External gas reticulation	ITEM			3,000
	External fire protection	ITEM			6,000
	External light & power	ITEM			18,000
	External communications	ITEM			3,000
	Balance of funds	ITEM			(1,720)

SUB-TOTAL \$ **1,356,000**

PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 68,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	3.00 %	\$ 43,000
CONTRACT CONTINGENCY	2.50 %	\$ 37,000
PROFESSIONAL FEES	11.00 %	\$ 166,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST)

(Fixed Price Contract - November 2005)

AF771740P

\$ 1,670,000





PROWSE QUANTITY SURVEYORS PTY LTD

ABN 83 097 049 548 ACN 097 049 548

**PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SOUTHERN TOWN CENTRE CAC (Skilling, Training, Resources)**

JOB 4605
DATE 23/08/2007
FECA 590
UCA 49
REF U/13

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)
	Core CAC: Generated by Neighbourhood Demand Refer to Sub total (1) over	ITEM			488,900
	Core CAC: Generated by Regional Demand Refer to Sub total (2) over	ITEM			375,000
	Circulation				
	Circulation (FECA)	M2	98	1,100	107,800
	Canopies / verandahs (UCA)	M2	49	700	34,300
	Extra over items				
	Operable walls and auto doors	ITEM			50,000
	Site Works and External Services				
	Site preparation & demolition	ITEM			40,000
	Roads, footpaths and paved areas	ITEM			40,000
	Car parking (20 spaces)	ITEM			60,000
	Boundary walls, fences and gates	ITEM			50,000
	Outbuildings and covered ways (Nil)	ITEM			-
	Landscaping and Improvements (Excluded)	ITEM			-
	External stormwater drainage	ITEM			50,000
	External sewer drainage	ITEM			20,000
	External water supply	ITEM			10,000
	External gas reticulation	ITEM			5,000
	External fire protection	ITEM			10,000
	External light & power	ITEM			30,000
	External communications	ITEM			5,000
	Balance of funds	ITEM			(2,000)

SUB-TOTAL \$ 1,374,000

PRELIMINARIES (Included Above)	- %	\$ -
DESIGN VARIABLE	5.00 %	\$ 69,000
COST ESCALATION TO TENDER	- %	\$ -
COST ESCALATION DURING CONSTRUCTION	3.00 %	\$ 43,000
CONTRACT CONTINGENCY	2.50 %	\$ 37,000
PROFESSIONAL FEES	11.00 %	\$ 167,000
LOOSE FURNITURE & EQUIPMENT (Excluded)	ITEM	\$ -

ANTICIPATED TOTAL PROJECT COST (Excluding GST) \$ 1,690,000

(Fixed Price Contract - November 2005)

AF771740P

10/04/2008 \$187 173





PROWSE QUANTITY SURVEYORS PTY LTD
 ABN 83 097 049 548 ACN 097 049 548

PROPOSED NEW COMMUNITY FACILITIES - AURORA NTH EPPING
SOUTHERN TOWN CENTRE CAC (Skilling, Training, Resources)

JOB 4605
 DATE 23/08/2007
 FECA 590
 UCA 49
 REF U/13

CLIENT: VicUrban

ELEM	DESCRIPTION	UNIT	QUANTITY	RATE (\$)	COST (\$)	
Core CAC: Generated by Neighbourhood Demand						
Entry						
	Entry (FECA)	M2	35	1,700	59,500	
	Coordinators storage (FECA)	M2	6	1,100	6,600	
	Coordinators offices (FECA)	M2	32	1,750	56,000	
	Offices for NGO's (FECA)	M2	40	1,750	70,000	
Main Hall						
	Hall (FECA)	M2	-	-	-	
	User storage (FECA)	M2	-	-	-	
	Playgroup storage (FECA)	M2	-	-	-	
	Chair and table storage (FECA)	M2	-	-	-	
Kitchen & Food Service Centre						
	Kitchen (commercial) (FECA)	M2	-	-	-	
	Kitchen (domestic) (FECA)	M2	25	2,000	50,000	
	Kitchen store (FECA)	M2	12	2,000	24,000	
Meeting Rooms						
	Meeting room 1 (FECA)	M2	30	1,750	52,500	
	Meeting room 2 (FECA)	M2	50	1,750	87,500	
	User store (FECA)	M2	12	1,100	13,200	
Common Amenities						
	Toilets (men & women) (FECA)	M2	20	2,400	48,000	
	Accessible / family toilets / change (FECA)	M2	6	2,400	14,400	
	Cleaners store (FECA)	M2	4	1,800	7,200	
Sub-Total (1) - Neighbourhood Demand Facilities					ITEM	488,900
Core CAC: Generated by Regional Demand						
Neighbourhood House Space						
	Flexible class/meeting/consulting rooms (FECA)	M2	100	1,750	175,000	
Fine Arts Space						
	Wet area (FECA)	M2	30	1,750	52,500	
	Exhibition space (FECA)	M2	30	1,750	52,500	
Performing Arts Space						
	Main hall for stage (FECA)	M2	40	1,500	60,000	
	Green room (FECA)	M2	20	1,750	35,000	
Sub-Total (2) - Regional Demand Facilities					ITEM	375,000

AF771740P

10/04/2008 \$187 173



AF771740P



Annexure

Plan identifying the

The plan which is annexure "A" has been removed from this counterpart of the Section 173 Agreement due to difficulties with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 agreement which are held by:

- The Minister for Planning;
- The responsible authority
- The Owner of the land as at the date the agreement was executed

A copy of the counterpart agreement together with Annexure A is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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

Produced 02/10/2025 04:40:13 PM

Status	Registered	Dealing Number	AT870777Q
Date and Time Lodged	15/12/2020 03:42:27 PM		

Lodger Details

Lodger Code	16320Q
Name	WESTPAC BANKING CORPORATION
Address	
Lodger Box	
Phone	
Email	
Reference	PX464184188229WHOS P

MORTGAGE

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

Privacy Collection Statement

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

Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

12183/115

Mortgagor

Given Name(s)	ALVARO ANDRES
Family Name	BELTRAN RUEDA
Given Name(s)	GRACE MARIE
Family Name	VANEGAS SANCHEZ

Mortgagee

Name	WESTPAC BANKING CORPORATION
ACN	007457141
Australian Credit Licence	233714
Address	
Street Number	25
Street Name	PIERSON



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Type	STREET
Locality	LOCKLEYS
State	SA
Postcode	5032

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA1530

(b) Additional terms and conditions

The mortgagor acknowledges giving this mortgage and incurring obligations and giving rights under this mortgage for valuable consideration received from the mortgagee. For the purposes of the terms and conditions referred to in this mortgage, the Lender is the mortgagee.

Mortgagee Execution

1. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
2. 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.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	WESTPAC BANKING CORPORATION
Signer Name	LYN CHILDS
Signer Organisation	WESTPAC BANKING CORPORATION
Signer Role	AUTHORISED SIGNATORY
Execution Date	15 DECEMBER 2020

File Notes:

NIL

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

Statement End.

Created at 02 October 2025 11:00 AM

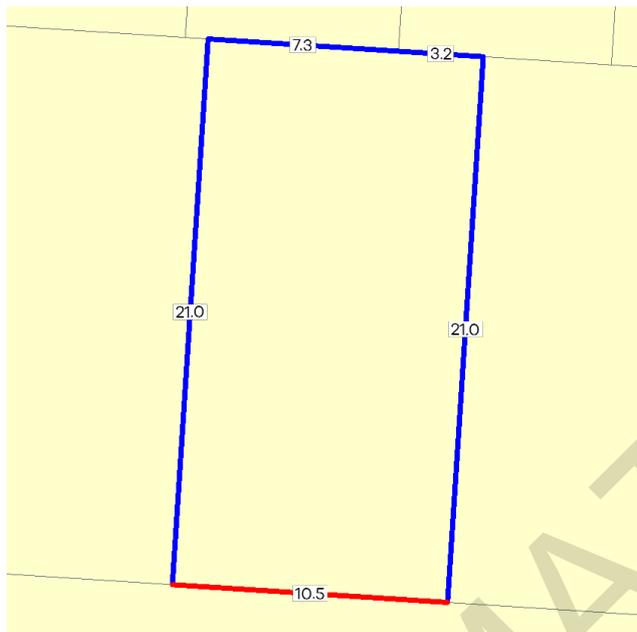
PROPERTY DETAILS

Address: **49 SOHO CRESCENT WOLLERT 3750**
Lot and Plan Number: **Lot 3139 PS817675**
Standard Parcel Identifier (SPI): **3139\PS817675**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1097427**
Directory Reference: **Melway 181 H2**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 220 sq. m

Perimeter: 63 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

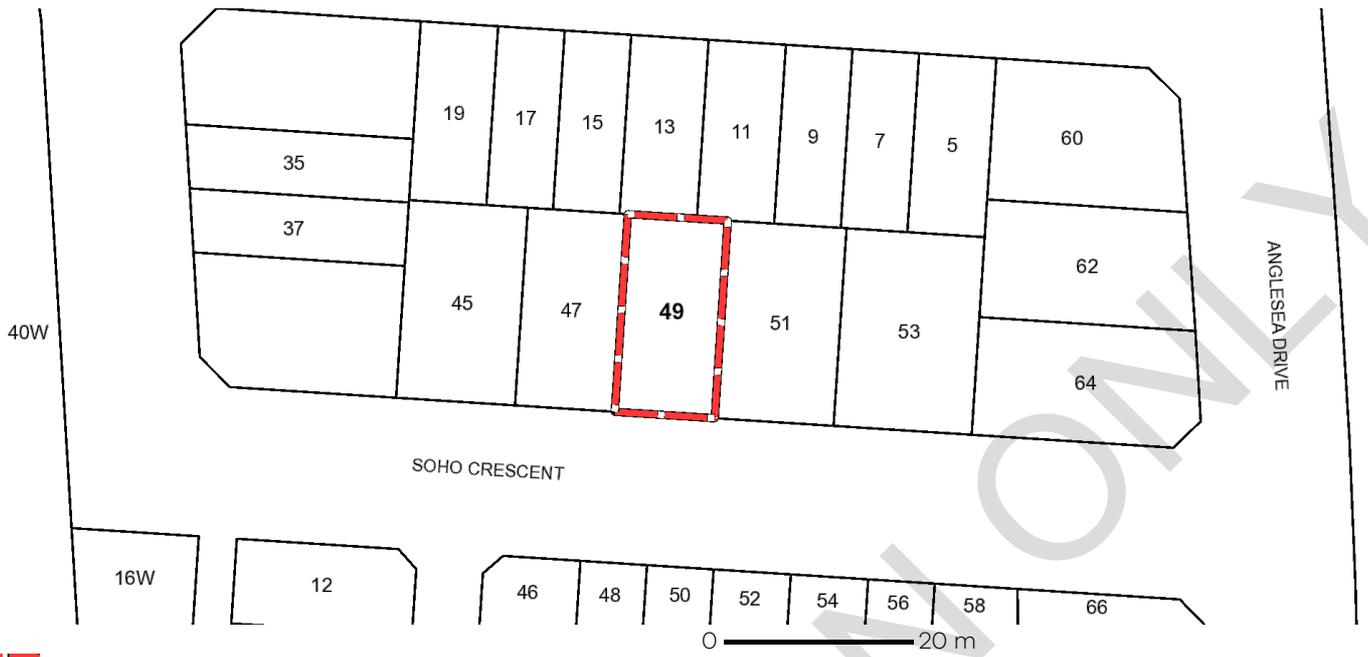
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 02 October 2025 11:00 AM

PROPERTY DETAILS

Address: **49 SOHO CRESCENT WOLLERT 3750**
 Lot and Plan Number: **Lot 3139 PS817675**
 Standard Parcel Identifier (SPI): **3139\PS817675**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1097427**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 181 H2**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

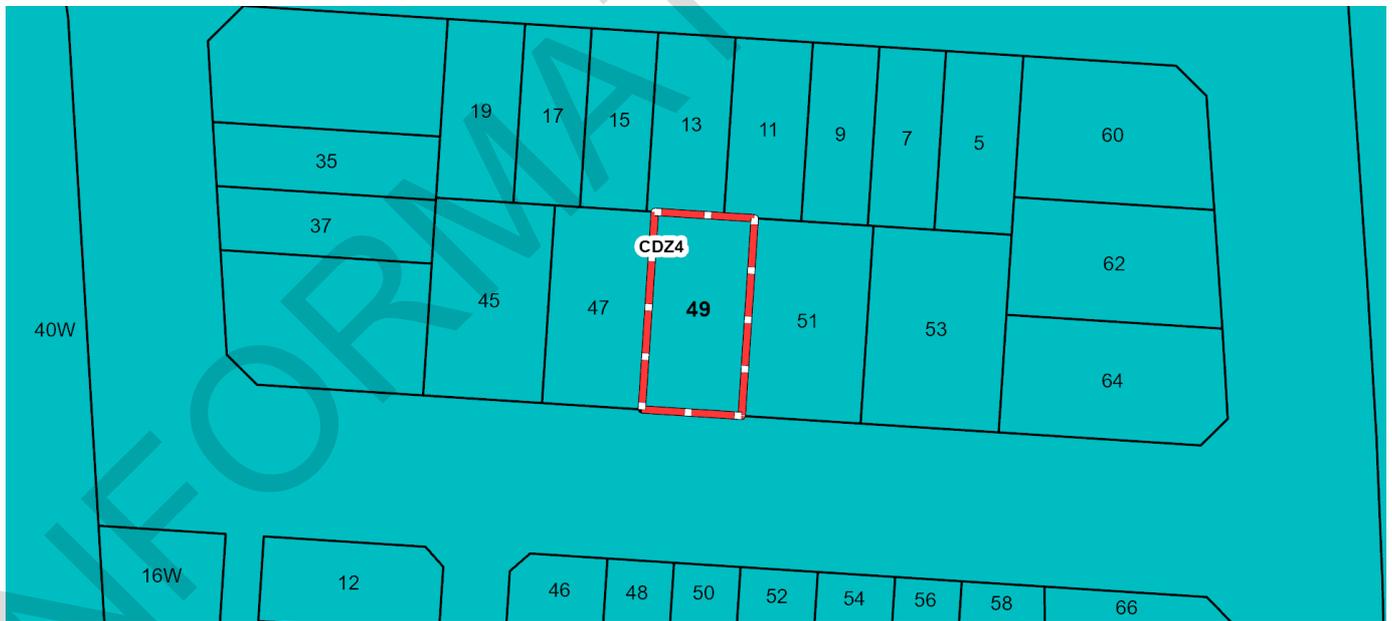
Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 4 \(CDZ4\)](#)



CDZ - Comprehensive Development

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

Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 23 \(DPO23\)](#)

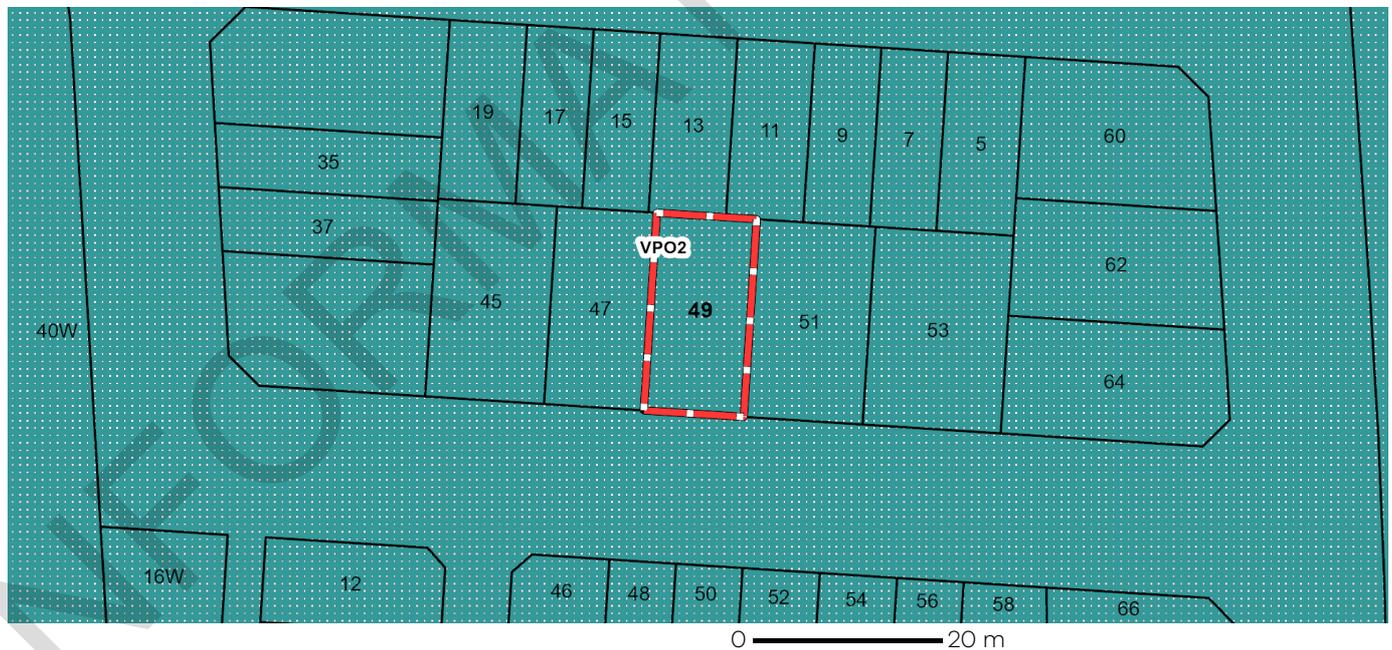


DPO - Development Plan Overlay

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 2 October 2025.

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

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

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

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

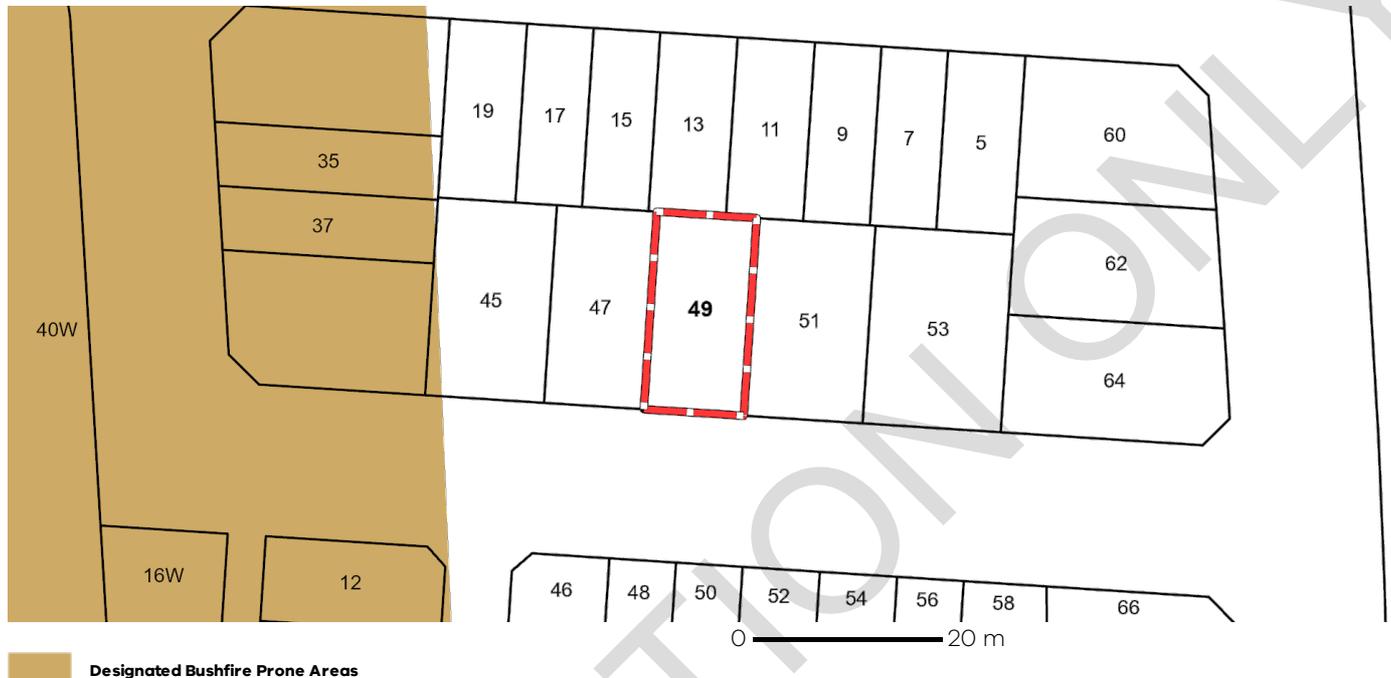
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Date of issue
03/10/2025

Assessment No.
1097427

Certificate No.
176948

Your reference
78299010-016-7

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 49 Soho Crescent WOLLERT 3750

Description: LOT: 3139 PS: 817675M

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$550,000	\$240,000	\$27,500

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (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 01/07/2025	\$1,300.39
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$95.15
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$5,100.29
Interest to 03/10/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00

Balance of rates & charges due: \$6,946.48

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$6,946.48**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **1097427**



Phone 1300 301 185
Ref **1097427**



Billers Code **5157**
Ref **1097427**

2nd October 2025

A4 Conveyancing C/- Triconvey (Reseller) C/- LANDA
LANDATA

Dear A4 Conveyancing C/- Triconvey (Reseller) C/- LANDA,

RE: Application for Water Information Statement

Property Address:	49 SOHO CRESCENT WOLLERT 3750
Applicant	A4 Conveyancing C/- Triconvey (Reseller) C/- LANDA LANDATA
Information Statement	30978314
Conveyancing Account Number	7959580000
Your Reference	388954

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	49 SOHO CRESCENT WOLLERT 3750
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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	49 SOHO CRESCENT WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

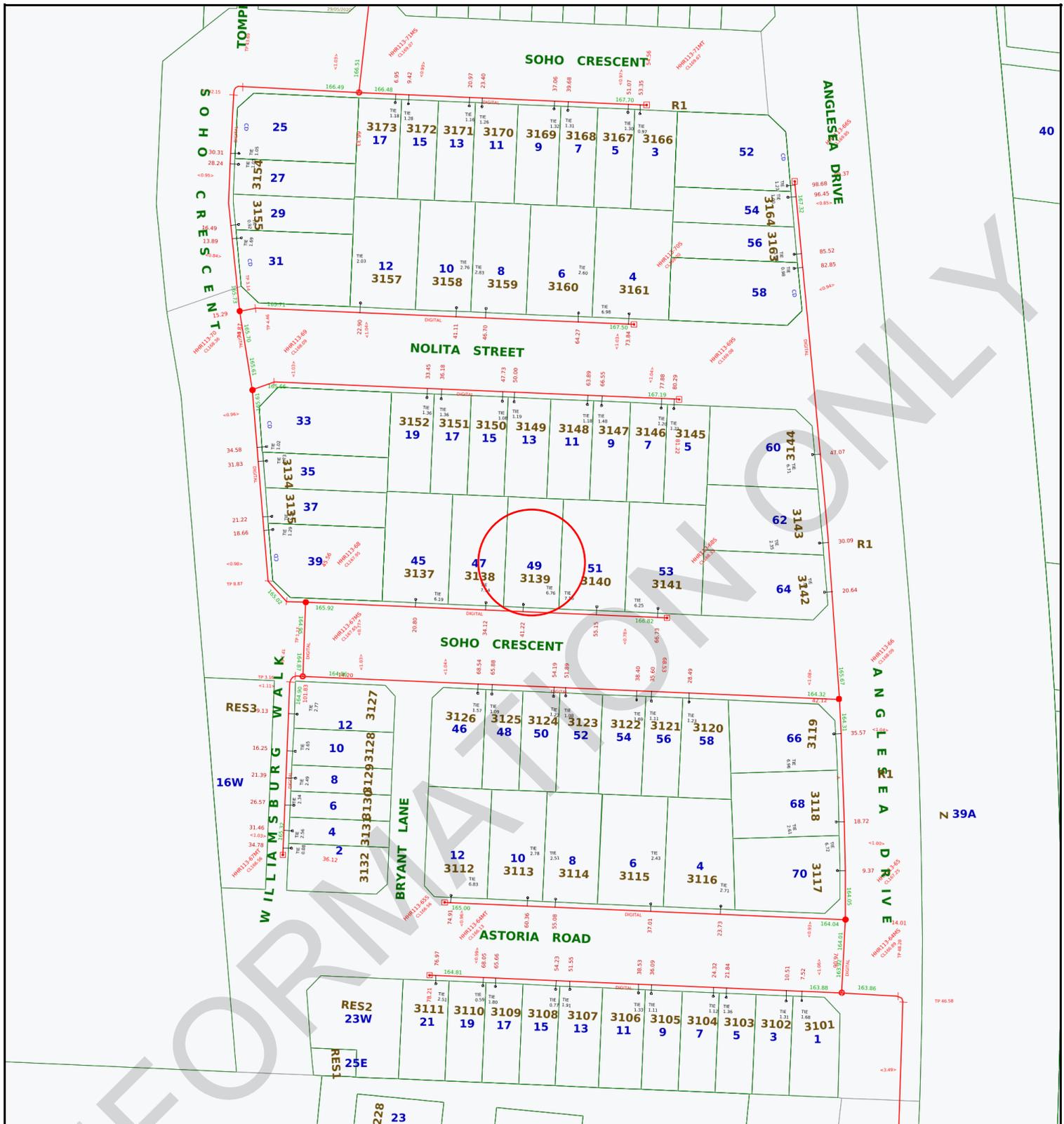
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30978314**

Address	49 SOHO CRESCENT WOLLERT 3750
Date	02/10/2025
Scale	1:1000



ABN 93 066 902 501

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

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

21st January 2021

Application ID: 480857

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

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1473474

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

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

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

of connection.

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

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

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

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

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

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

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

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

Checklist	√ or X
------------------	---------------

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

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

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

Recycled Water Supply

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

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

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

1. Breaching these Conditions

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

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

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

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

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

the property owner must:

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

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

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

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

3.2. Rainwater Tanks

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

3.3. External Taps – Residential

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

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

3.4. External Taps – Non-Residential

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

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

3.5. Laundry Use

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

3.6. Irrigation Systems

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

tested.

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

3.7. Regulatory Prohibition Hybrid Signs

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

4. Uses of Recycled Water

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

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

5. Plumbing Standards

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

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

6. Inspections For Recycled Water Plumbing Works

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

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

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

(b) R2 – All internal pipework prior to plastering

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

(c) R3– Commissioning prior to occupancy

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

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

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

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

7. Temporary Cross Connections

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

8. Tappings

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

9. Locking Device

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

10. Meter Assemblies & Positioning

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

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

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

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

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

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

10.7. Minimum separation between meters as follows:

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

11. Stolen Meters

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

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

12. Owner's Responsibility

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

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

12.2. For Irrigation Systems:

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

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

SEWER

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

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

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

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

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

A4 Conveyancing C/- Triconvey (Reseller) C/- LANDA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3696746353
Rate Certificate No: 30978314

Date of Issue: 02/10/2025
Your Ref: 388954

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
49 SOHO CRES, WOLLERT VIC 3750	3139\PS817675	5227806	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge Step 1 – 3.000000kL x \$3.43420000 = \$5.80 Step 1 – 0.000000kL x \$3.57240000 = \$4.68 Estimated Average Daily Usage \$0.12	12-05-2025 to 07-08-2025	\$10.48	\$0.00
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Residential Recycled Water Usage Charge	12-05-2025 to 07-08-2025	\$0.00	\$0.00
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$208.46
	Total for This Property		\$406.44



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and

payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

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

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

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

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

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

Recycled water is available at this property

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

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: 5227806

Address: 49 SOHO CRES, WOLLERT VIC 3750

Water Information Statement Number: 30978314

HOW TO PAY



Biller Code: 314567
Ref: 36967463536

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / A4 CONVEYANCING

Your Reference:	25/5028
Certificate No:	93519391
Issue Date:	02 OCT 2025
Enquiries:	ESYSPROD

Land Address: 49 SOHO CRESCENT WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46928484	3139	817675	12183	115	\$0.00

Vendor: GRACE VANEGAS SANCHEZ & ALVARO BELTRAN RUEDA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR ALVARO ANDRES BELTRAN RUED.	2025	\$250,000	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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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):	\$550,000
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SITE VALUE (SV):	\$250,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
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Notes to Certificate - Land Tax

Certificate No: 93519391

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 = \$975.00

Taxable Value = \$250,000

Calculated as \$975 plus (\$250,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,500.00

Taxable Value = \$550,000

Calculated as \$550,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 93519391

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: 93519391

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 / A4 CONVEYANCING

Your Reference:	25/5028
Certificate No:	93519391
Issue Date:	02 OCT 2025
Enquires:	ESYSPROD

Land Address: 49 SOHO CRESCENT WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46928484	3139	817675	12183	115	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$550,000
SITE VALUE:	\$250,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93519391

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 / A4 CONVEYANCING

Your Reference:	25/5028
Certificate No:	93519391
Issue Date:	02 OCT 2025

Land Address: 49 SOHO CRESCENT WOLLERT VIC 3750

Lot	Plan	Volume	Folio
3139	817675	12183	115

Vendor: GRACE VANEGAS SANCHEZ & ALVARO BELTRAN RUEDA

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: 93519391

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: 93519395

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: 93519395

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.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

A4 Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 388954

NO PROPOSALS. As at the 2th October 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®.

49 SOHO CRESCENT, WOLLERT 3750
CITY OF WHITTLESEA

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

Date of issue: 2th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

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

BUILDING PERMIT
2879120179386

Issued to

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

Ownership details

Owner	Grace Marie Vanegas Sanchez & Alvaro Andres Beltran Rueda
Postal address	12 Curlew Court, DONCASTER VIC 3108
Email	gracevanegas@hotmail.com
Contact person	Grace Marie Vanegas Sanchez & Alvaro Andres Beltran Rueda
Telephone	+61416515535

INFORMATION ONLY

Property details

Lot	3139
Number	49
Street/road	Soho Crescent
City/suburb/town	WOLLERT
Postcode	3750
LP/PS	PS817675
Volume	12183
Folio	115
Crown allotment	Not applicable
Section	Not applicable
Parish	Not applicable
County	Not applicable
Municipal district	WHITTLESEA CITY

Builder

Name	ABN GROUP (VIC) PTY LTD trading as Homebuyers Centre
ACN	130 382 188
Building practitioner registration number	CDB-U 49215
Postal address	Lorimer Street 81, DOCKLANDS VIC 3008
Telephone	+10396744500

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

Natural person for service of directions, notices and orders

Name	Dale Andrew Alcock
Postal address	Lorimer Street 81, DOCKLANDS VIC 3008
Telephone	+10396744500

Building practitioner or architect engaged to prepare documents for this permit

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

Name VHC Engineers
Category/class
Registration number CEC 56311

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

Details of domestic building work insurance

Name of builder ABN GROUP (VIC) PTY LTD trading as Homebuyers Centre
Name of issuer or provider HIA Insurance Services Pty Ltd
Policy number C581758
Policy cover \$292,075.00

Details of relevant planning permit

Planning permit number 719870
Date of grant of planning permit 9 February 2021

Nature of building work

Construction type new building
Storeys contained 2
Version of BCA applicable to permit 2019
Stage of building work permitted 0
Cost of building work \$292,075.00
Total floor area of new building work in m² 198 m²

Building classification

Part of building Double Storey Dwelling and Garage
BCA classification 1ai, 10a

Performance solution

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

Relevant performance requirement	Details of performance solution
P2.1.1 Structural stability and resistance ,P2.2.2 Weatherproofing	Building Product: Easylap Panel External Cladding Scyon Axon Cladding Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40222 Rev.1 Date of issue: 24/09/2018 Date of expiry: 20/08/2021
P2.1.1 Structural stability and resistance,P2.2.2 Weatherproofing	Building Product: Hebel PowerPanel XL Wall System Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40049 Date of issue: 1/05/2019 Date of expiry: 1/05/2022
P2.6.1 Building	To allow a dual reticulation water system in lieu of a rainwater tank connected to all sanitary flushing systems.

Prescribed reporting authorities

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

Reporting authority	Matter reported on or consented to	Regulation number
Council	The location of the point of discharge from the allotment either within the allotment or at the allotment boundary	133(2) Building Regulations 2018

Protection work

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

Inspection requirements

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

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

Occupation or use of building

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

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

Commencement and completion

This building work must commence by **10 March 2022**.

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

This building work must be completed by **10 March 2023**.

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

Conditions

This permit is subject to the following conditions:

Description	Performance or information required
General	The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor.
Encroachment	There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
Title	The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.
Waterproofing – internal wet areas	Prior to or with an application for an occupancy permit, the builder must provide a waterproofing certificate satisfactory to the relevant building surveyor, including any manufacturer's details and warranties and proprietary systems used, that all wet areas have been waterproofed in accordance with AS3740–2010 Waterproofing of domestic wet areas.

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

Relevant building surveyor

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

Designated building surveyor

Name	Ian Yichun Wang
Building practitioner registration number	BS-L 61447
Permit number	2879120179386
Date of issue of permit	10 March 2021
Signature	

INFORMATION ONLY

Building Act 1993

Section 238(1)(a)

Building Regulations 2018

Regulation 126

 GROUP FOUR BUILDING SURVEYORS
BUILDING PERMIT CERTIFICATE OF COMPLIANCE FOR PROPOSED BUILDING WORK
Number : 2879120179386 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099) Designated Building Surveyor: Ian Yichun Wang (BS-L 61447) Issued on 10/03/2021

This certificate is issued to: RELEVANT BUILDING SURVEYOR

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

Lot 3139 Soho Crescent, WOLLERT**Nature of building work**

Construction of a new building

Building classification

Dwelling - Class 1a

Garage - Class 10a

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

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

Documents setting out the design that is certified by this certificate

Document no.	Document date	Type of document	No. pages	Prepared by
20V0993 F1-F3 SDSM E1-E3 (all rev A)	09/03/21	Drawings	7	VHC (Aust) P.L.
SC1 1-4, SS1	Feb-2021	Computations	6	VHC (Aust) P.L.
20V0993R	21/01/21	Site Investigation	13	VHC (Aust) P.L.

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

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

VHC (Aust) P.L. prepared the design, or part of the design, set out in the documents listed above.

VHC (Aust) P.L. certify that the design set out in the documents listed above complies with the provisions set out above.

VHC (Aust) P.L. believe that they hold the required skills, experience & knowledge to issue this certificate & can demonstrate this if requested to do so.

Engineer

Company Name: V.H.C. (Aust.) P.L.

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

Email: design@vhc.com.au

Building practitioner registration category and class: Engineer - Civil

Building practitioner registration no.: CEC-56311

Date of issue of certificate: 9/03/2021



Timber Supports :

3/90x35 F5 stress grade	2400 ht. safe load ~ 15.0 kN	5kN/stud
	3000 ht. safe load ~ 8.0 kN	
3/90x35 F8 stress grade	2400 ht. safe load ~ 20.0 kN	7kN/stud
	3000 ht. safe load ~ 15.0 kN	
3/90x42 F17 stress grade	2400 ht. safe load ~ 30.0 kN	10kN/stud
	3000 ht. safe load ~ 20.0 kN	
Four - stud ~ 133% triple stud		
Five - stud ~ 166% triple stud		

Steel Supports : or metric equivalent

76 x 3.2 CHS	up to 3m height SWL ~ 40 kN
	up to 4m height SWL ~ 25 kN
89 x 3.2 CHS	up to 3m height SWL ~ 60 kN
	up to 5m height SWL ~ 25 kN
76 x 3.2 SHS	up to 3m height SWL ~ 65 kN
	up to 5m height SWL ~ 25 kN
89 x 3.6 SHS	up to 3m height SWL ~ 110 kN
	up to 6m height SWL ~ 35 kN

Brickwork End-bearing : on solid bricks

for 10 kN	110mm (L) , 50mm (W)	110x230 E.Pier
for 20 kN	110mm (L) , 100mm (W)	110x350 E.Pier
for 30 kN	200mm (L) , 100mm (W)	230x350 E.Pier
for 40 kN	225mm (L) , 200mm (W)	230x350 E.Pier

PAD FOOTINGS FOR ISOLATED SUPPORTS :

approx. capacities based on 100kPa multiples

350mm dia	10 kN	600mm sq	35 kN
400mm sq.	15 kN	750mm sq.	55 kN
450mm sq.	20 kN	900mm sq.	80 kN

* extra weight of 3m tall 350mm sq. brick-pier ~ 7 kN

* pad footings should be founded as per Soil Report

THE VALUES ON THIS SHEET ARE USED FOR DETAILING ONLY

TITLE:	BEAM B1		
Span (m)=	3.7	Restraint Crs (m)=	0

Loadings:

	1st Level		2nd Level	
U.D.L.	Metres	x kPa	Metres	x kPa
Roof :	0	0	0	0
Wall :	2.7	0.4	0	0
Floor :	3.3	0.4	0	0
Live Loads				
Roof =	0.25 kPa	1.8/Area +0.12	or 0.25kPa	
Floor =	1.5 kPa	50% LL in Total Deflections		
Point Loads	m2 from LHS (m)		m2 from LHS (m)	
Roof =	0	0	0	0
Wall =	0	0	0	0
Floor =	0	0	0	0
LL kN/m =	4.95	PtLL kN=	0	0
DL kN/m =	2.7	PtDL kN=	0	0
Mmt kNm =	13.09	React kN=	14.2	14.2
sw kN/m =	0.3	refer general support sheet		

ALTERNATIVE BEAM SECTIONS

F17 kdhw : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 17
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

MGP 10 : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 6
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

F16 LVL : 300 mm deep 90 mm wide

fb (serv) =	9.7 mPa	< 1.4x 16
D.L. defl =	4.9 mm	S= 0
Total defl =	7.2 mm	

Steel Section :

	I (mm4) =	
	Z (mm3) =	
fb (serv) =	0 mPa	100-150 mPa
D.L. defl =	0 mm	serviceability
Total defl =	0 mm	

REFER BEAM LAYOUT DRAWING FOR PREFERRED SECTION

NOTE : Support, tie-down, lateral restraint + fixing
 as per current Aust. Standards A.S.1684 and A.S.1720.

Span (m)= 2.9 Restraint Crs (m)= 0

Loadings:

1st Level

2nd Level

U.D.L.	Metres	x kPa	Metres	x kPa
Roof :	2	0.9	1	0.6
Wall :	2.7	0.9	0	0
Floor :	2	0.4	0	0

Live Loads

Roof =	0.33 kPa	1.8/Area +0.12 or 0.25kPa
Floor =	1.5 kPa	50% LL in Total Deflections

Point Loads

	m2 from LHS (m)		m2 from LHS (m)
Roof =	0	0	0
Wall =	0	0	0
Floor =	0	0	0

LL kN/m =	3.99	PtLL kN=	0	0
DL kN/m =	5.93	PtDL kN=	0	0
Mmt kNm =	10.43	React kN=	14.4	14.4
sw kN/m =	0.3			refer general support sheet

ALTERNATIVE BEAM SECTIONS

F17 kdhw : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 17
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

MGP 10 : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 6
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

F16 LVL : 240 mm deep 90 mm wide

fb (serv) =	12.1 mPa	< 1.4x 16
D.L. defl =	8 mm	S= 0
Total defl =	9.3 mm	

Steel Section :

	I (mm4) =	0
	Z (mm3) =	0
fb (serv) =	0 mPa	100-150 mPa
D.L. defl =	0 mm	serviceability
Total defl =	0 mm	

REFER BEAM LAYOUT DRAWING FOR PREFERRED SECTION

NOTE : Support, tie-down, lateral restraint + fixing
as per current Aust. Standards A.S.1684 and A.S.1720.

TITLE: BEAM GB1	Span (m)=	5.4	Restraint Crs (m)=	0
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<u>Loadings:</u>		1st Level		2nd Level	
U.D.L.	Metres	x kPa	Metres	x kPa	
Roof :	2	0.9	0	0	
Wall :	2.7	0.9	0	0	
Floor :	0.5	0.4	0	0	
Live Loads					
Roof =	0.25 kPa		1.8/Area +0.12	or 0.25kPa	
Floor =	1.5 kPa		50% LL in Total Deflections		
Point Loads					
	m2 from LHS (m)		m2 from LHS (m)		
Roof =	10	2	0	0	
Wall =	8	2	0	0	
Floor =	8	2	0	0	
LL kN/m =	1.25		PtLL kN=	14.5	0
DL kN/m =	4.98		PtDL kN=	19.4	0
Mmt kNm =	65.4		React kN=	38.2	29.4
sw kN/m =	0.55		refer general support sheet		

ALTERNATIVE BEAM SECTIONS

F17 kdhw : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 17
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

MGP 10 : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 6
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

F16 LVL : 0 mm deep 0 mm wide

fb (serv) =	0 mPa	< 1.4x 16
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

Steel Section :

380 PFC	I (mm4) =	152000000
	Z (mm3) =	799000
fb (serv) =	81.9 mPa	100-150 mPa
D.L. defl =	3.7 mm	serviceability
Total defl =	4.6 mm	

REFER BEAM LAYOUT DRAWING FOR PREFERRED SECTION

NOTE : Support, tie-down, lateral restraint + fixing
as per current Aust. Standards A.S.1684 and A.S.1720.

TITLE: BEAM GB2	Span (m)= 6.1	Restraint Crs (m)= 0
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<u>Loadings:</u>		1st Level		2nd Level	
U.D.L.	Metres	x kPa	Metres	x kPa	
Roof :	3.5	0.9	1	0.5	
Wall :	2.7	0.9	0	0	
Floor :	2	0.4	0	0	
Live Loads					
Roof =	0.25 kPa	1.8/Area +0.12 or 0.25kPa			
Floor =	1.5 kPa	50% LL in Total Deflections			
Point Loads					
	m2 from LHS (m)		m2 from LHS (m)		
Roof =	12	2.7	0	0	0
Wall =	0	0	0	0	0
Floor =	0	0	0	0	0
LL kN/m =	4.13	PtLL kN=	3	0	
DL kN/m =	7.43	PtDL kN=	10.8	0	
Mmt kNm =	74.54	React kN=	42.9	41.4	
sw kN/m =	0.55	refer general support sheet			

ALTERNATIVE BEAM SECTIONS

<u>F17 kdhw</u> :	0 mm deep	0 mm wide
fb (serv) =	0 mPa	< 1.4x 17
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

<u>MGP 10</u> :	0 mm deep	0 mm wide
fb (serv) =	0 mPa	< 1.4x 6
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

<u>F16 LVL</u> :	0 mm deep	0 mm wide
fb (serv) =	0 mPa	< 1.4x 16
D.L. defl =	0 mm	S= 0
Total defl =	0 mm	

<u>Steel Section</u> :	380 PFC	I (mm4) =	152000000
		Z (mm3) =	799000
fb (serv) =	93.3 mPa	100-150 mPa	
D.L. defl =	6.1 mm	serviceability	
Total defl =	7.6 mm		

REFER BEAM LAYOUT DRAWING FOR PREFERRED SECTION

NOTE : Support, tie-down, lateral restraint + fixing
as per current Aust. Standards A.S.1684 and A.S.1720.

Number : 2879120179386
P CLASS RIGID SLAB P(H2)1.5 - CONTROLLED FILL USING WAFFLE POD TYPE SLAB
Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
Designated Building Surveyor; Ian Yehua Wong (BS-L 81447)
Soil Report reference : 20V0993R
Issued on 10/03/2021

SLAB DESIGN - based on structurally spanning over a square area with sides (m) **1.5**

P(H2)1.5 - CONTROLLED FILL

EXTERNAL CORNER OF SLAB (EXTERNAL BEAMS)

INTERNAL BEAMS

		corner cantilever (L- BeamW/2) 1.3				structural span L		1.5	
LOADING:	1st level	2nd level		LOADING:	1st level	2nd level			
	Metre x kPa	Metre	x kPa		Metre	x kPa	Metre	x kPa	
Roof :	3 0.9	0	0	Roof :	0 0	0	0	0	0
Wall :	2.7 2.6	2.4	2.6	Wall :	2.7 0.4	2.4	0.4	2.4	0.4
Floor :	0.5 2	1	0.4	Floor :	2.5 2	4	0.4	4	0.4
Live Load width (m) x (kPa)		1.5	0.75	Live Load width (m) x (kPa)		6.5	0.75		
R.C.Beam s/w (kN/m) =		3.7		R.C.Beam s/w (kN/m) =		2.8			
Applied U.D.L. (working) D.L.+L.L. =		18.5	kN/m	Applied U.D.L. (working) D.L.+L.L. =		13.5	kN/m		
Factored U.D.L.(1.25xDL+1.5xLL) =		28	kN/m	Factored U.D.L.(1.25xDL+1.5xLL) =		21.6	kN/m		
Direct Applied Bearing per m. run = (including base + 110mm cross rib)		42	kPa 50% LL	Direct Applied Bearing per m. run = (including base + 110mm cross rib)		33	kPa 50% LL		
Md (Nm/r)	23.66	Calculating Ast required with no shear reinforcement		Md (Nm/r)	6.08	Calculating Ast required with no shear reinforcement			
Vd (kN) =	27.69			Vd (kN) =	9.48				
Overall Depth =	385 mm	cover =	50 mm	Overall Depth =	385 mm	cover =	50 mm		
Overall Width =	400 mm	bar d.=	16 mm	Overall Width =	300 mm	bar d.=	16 mm		
		f sy =	450 MPa			f sy =	450 MPa		
		f c =	20 MPa			f c =	20 MPa		
		bd =	124400 mm ²			bd =	93300 mm ²		
Tension Bars =	4 No.	Ast =	804 mm ²	Tension Bars =	3 No.	Ast =	603 mm ²		
M* (cap)=	82.32 (kNm)	Ku < 0.4 required V* < 0.7 (0.5 Vuc) & D < 750mm V* < 24.22 (kN) then no shear reinforcement reqd.	Ku = 0.2632	M* (cap)=	61.74 (kNm)	Ku < 0.4 required V* < 0.7 (0.5 Vuc) & D < 750mm V* < 18.16 (kN) then no shear reinforcement reqd.	Ku = 0.2632		
Ast > 1.4 bd / f sy (mm ²) =	387	Min. Ast Req.		Ast > 1.4 bd / f sy (mm ²) =	290	Min. Ast Req.			
> 0.8 bd / f sy (mm ²) =	221	Min. Ast Slab Footings		> 0.8 bd / f sy (mm ²) =	165	Min. Ast Slab Footings			

		corner cantilever (L- BeamW/2) 1.3				structural span L		1.5	
LOADING:	1st level	2nd level		LOADING:	1st level	2nd level			
	Metre x kPa	Metre	x kPa		Metre	x kPa	Metre	x kPa	
Roof :	3 0.9	0	0	Roof :	0 0	0	0	0	0
Wall :	2.7 2.6	2.4	2.6	Wall :	2.7 0.4	2.4	0.4	2.4	0.4
Floor :	0.5 2	1	0.4	Floor :	2.5 2	4	0.4	4	0.4
Live Load width (m) x (kPa)		1.5	0.75	Live Load width (m) x (kPa)		6.5	0.75		
R.C.Beam s/w (kN/m) =		3.7		R.C.Beam s/w (kN/m) =		2.8			
Applied U.D.L. (working) D.L.+L.L. =		18.5	kN/m	Applied U.D.L. (working) D.L.+L.L. =		13.5	kN/m		
Factored U.D.L.(1.25xDL+1.5xLL) =		28	kN/m	Factored U.D.L.(1.25xDL+1.5xLL) =		21.6	kN/m		
Direct Applied Bearing per m. run = (including base + 110mm cross rib)		42	kPa 50% LL	Direct Applied Bearing per m. run = (including base + 110mm cross rib)		33	kPa 50% LL		
Md (Nm/r)	23.66	Calculating Ast required with no shear reinforcement		Md (Nm/r)	6.08	Calculating Ast required with no shear reinforcement			
Vd (kN) =	27.69			Vd (kN) =	9.48				
Overall Depth =	385 mm	cover =	50 mm	Overall Depth =	385 mm	cover =	50 mm		
Overall Width =	400 mm	bar d.=	16 mm	Overall Width =	300 mm	bar d.=	16 mm		
		f sy =	450 MPa			f sy =	450 MPa		
		f c =	20 MPa			f c =	20 MPa		
		bd =	124400 mm ²			bd =	93300 mm ²		
Tension Bars =	4 No.	Ast =	804 mm ²	Tension Bars =	3 No.	Ast =	603 mm ²		
M* (cap)=	82.32 (kNm)	Ku < 0.4 required V* < 0.7 (0.5 Vuc) & D < 750mm V* < 24.22 (kN) then no shear reinforcement reqd.	Ku = 0.2632	M* (cap)=	61.74 (kNm)	Ku < 0.4 required V* < 0.7 (0.5 Vuc) & D < 750mm V* < 18.16 (kN) then no shear reinforcement reqd.	Ku = 0.2632		
Ast > 1.4 bd / f sy (mm ²) =	387	Min. Ast Req.		Ast > 1.4 bd / f sy (mm ²) =	290	Min. Ast Req.			
> 0.8 bd / f sy (mm ²) =	221	Min. Ast Slab Footings		> 0.8 bd / f sy (mm ²) =	165	Min. Ast Slab Footings			

--ADOPT- 385 mm Deep 400 mm Wide O/A BEAM DIMEN.
T.REO. 4 No. Bars 16 mm Dia. f sy = 450

Comments : 2/N16 top 4/N16 or 4/L16TM bottom

--ADOPT- 385 mm Deep 300 mm Wide O/A BEAM DIMEN.
T.REO. 3 No. Bars 16 mm Dia. f sy = 450

Comments : 385x300 INTERNAL BEAMS AMONGST 110mm RIBS

SLAB PANEL : 85 mm o/a depth
30 mm top cover

kPa

Roof : 0 (1.25xDL+1.5xLL) = 4.61 kN/m

Wall : 0.5

Floor : 0.25 -ve *M = 0.33 kNm/m applied

bar dia.= 9 -M (ult)= 4.27 kNm/m capacity

spacing = 200

ADOPT -- 9 2 FABRIC MESH

The safe ABP (kPa) as noted in the Soil Report shall used in the design to determine the minimum width of a group of slab elements.
nom ABP 40 kPa
found at 0 mm into the existing fill or natural ground.

Soil Report requires a slab designed for a Ys ≈ 75mm
AS 2870-2011 & Supp 1, Section 4 allows for the use of a modified standard slab for the classification of H2

This design has been checked by a full grid analysis complying with the criteria of the references quoted in A.S.2870 & Supp.1

ALL FILL (INCLUDING EXISTING) MUST BE TRACK-ROLLED WITH 12T MACHINE (MIN.)

- PROVIDE AT LEAST 8 PASSES AT 1/2 TRACK INTERVALS, THEN SAME AGAIN AT 90° TO 1ST PASSES.
- WET OR WATERLOGGED SITES MAY NOT BE SUITABLE FOR TRACK-ROLLING - CONTACT ENGINEER.

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

Number: 2879120179386
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
 Designated Building Surveyor: Ian Fichou Wang (BS-L 01447)
 Issued on 10/02/2021

ANY EXTERNAL RIB WIDER THAN 400 SHALL BE REINFORCED WITH AN ADDITIONAL N12 TOP & BOT FOR EACH 100mm EXTRA WIDTH

THERE WERE NO COUNCIL STREET TREE/S PLANTED AT THE TIME OF THIS DESIGN.

FUTURE NEARBY SMALL IMMATURE TREES PLANTED BY COUNCIL/DEVELOPER MAY BE POSSIBLE FUTURE PROBLEM IF ALLOWED TO GROW IN EXCESS OF 6 METERS IN HEIGHT. IT IS REQUIRED THAT THE OWNER MONITORS ANY NEARBY SMALL TREES OVER COMING YEARS AND EITHER RESTRICT THEIR HEIGHT TO 6M OR INSTALL A TREE ROOT BARRIER / MOISTURE CONTROL BARRIER APPROPRIATE FOR THE SITUATION AT THE TIME. IT IS RECOMMENDED THAT AN ARBORIST IS CONSULTED AS TO THE REQUIREMENTS AND EXTENT OF THAT TREE ROOT BARRIER / MOISTURE CONTROL BARRIER.

SLAB ON GROUND TO A.S.2870

SITE CLASSIFICATION : 'P'

1. Refer SOIL REPORT # 20V0993R

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

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

5. The area within 200mm of the edge of the slab shall be GRADED so that WATER WILL NOT POND against the slab.
6. MOISTURE BARRIER - 0.2mm polyethylene moisture barrier to be well lapped and taped at joints. Care must be taken during construction to prevent puncture of the membrane.
7. REINFORCEMENT - Slab fabric shall be placed with a top cover of 25mm (UNO) and lapped at least 225mm. Beam reinforcement shall have 50mm cover top and bottom, and lapped not less than 500mm. All reinforcement shall be supported on bar chairs at 1200mm maximum spacing.
8. CONCRETE - Concrete shall be 20mPa grade (UNO) and 100mm slump.

THOROUGH CONCRETE COMPACTION USING NEEDLE VIBRATOR IN ALL BEAMS IS ESSENTIAL

The concrete should be cured prior to placing any brickwork of major loads.

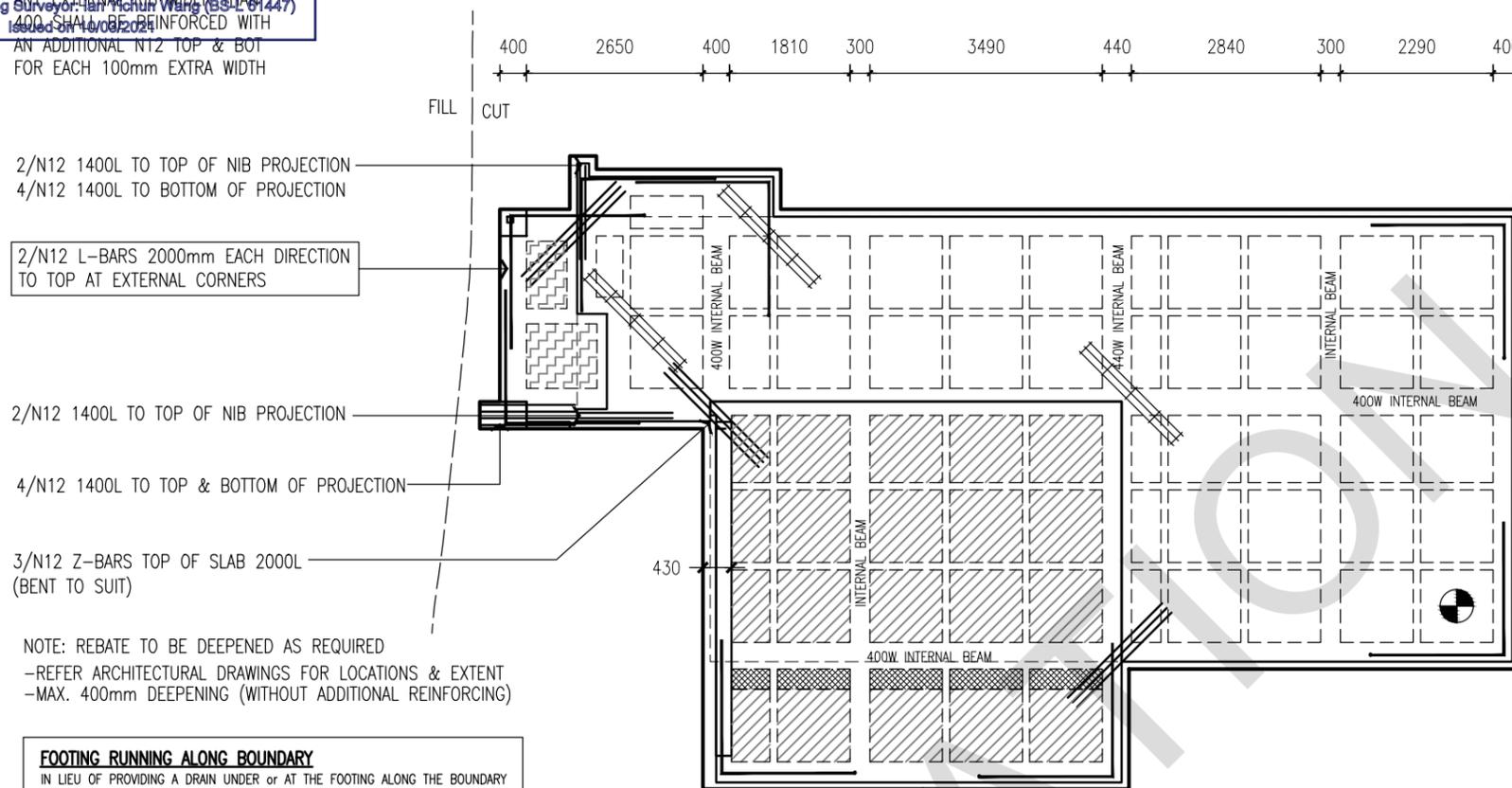
9. All RE-ENTRANT CORNERS to have placed and tied to the underside of the recommended slab mesh one layer of 3/L11 TM or similar - 2000mm long.
10. This design assumes that no service pipes exist at depths greater than the lateral distance from the footing (UNO).
11. The following max. batter ratios apply:
 - 1:1 to NATURAL CLAY
 - 1:2 to COMPACTED FILL
12. It is considered acceptable for structural grout to be applied to the slab edge beneath frame overhang/s less than 20mm.

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

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

REFER SHEET F2/F3 FOR DETAILS

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



NOTE: REBATE TO BE DEEPENED AS REQUIRED
 -REFER ARCHITECTURAL DRAWINGS FOR LOCATIONS & EXTENT
 -MAX. 400mm DEEPENING (WITHOUT ADDITIONAL REINFORCING)

FOOTING RUNNING ALONG BOUNDARY

IN LIEU OF PROVIDING A DRAIN UNDER OR AT THE FOOTING ALONG THE BOUNDARY TO DEAL WITH POTENTIAL LOCALIZED SURFACE DRAINAGE PROBLEMS IN THE ADJACENT PROPERTY, IT IS REQUIRED TO STRENGTHEN THE SLAB FOOTING BY ADOPTING ADDITIONAL INTERNAL SLAB BEAMS WHERE MARKED ON SLAB LAYOUT, REINFORCEMENT AND BEAM WIDTH AS PER DETAIL ON SHEET F2.
 DO NOT INSTALL ANY DRAINAGE PIPES AT THE BOUNDARY/FOOTING INTERFACE.

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

FOUND BEAM TO THIS SIDE OF SLAB TO SAME DEPTH AS ADJACENT BEAM (LOT 3140). CARE MUST BE TAKEN DURING EXCAVATION - DO NOT UNDERMINE ADJACENT FOOTING. REFER SHEET F3 FOR DETAILS ON INDIVIDUAL CONSTRUCTION OF ROW HOUSES IN CONTACT

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

OBTAIN 50mm OVER 1000mm FALL AWAY FROM FOOTINGS

WAFFLE DETAILS

Waffle Height: 300mm
 Slab Thickness: 85mm
 Internal Rib Width: 110mm
 External Beam Width: 400mm
 Stem Width min: 250mm
 Total Slab Depth: 385mm

REINFORCEMENT DETAILS

Slab Fabric: SL92
 Internal Rib: 1-N16 (BOT)
 External Beam: 4-L16 TM (BOT)
 EXTRA 2-N16 (TOP)

LEGEND

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

REFER SHEET F3 FOR DETAILS ON INDIVIDUAL CONSTRUCTION OF ROW HOUSES IN CONTACT



VHC (Aust) Pty Ltd (ACN 062 784 909) trading as VHC Engineers
 PO Box 7021 UPPER FERNTREE GULLY 3156
 Ph: (03) 9754 1111
 18/69 Acacia Rd., FERNTREE GULLY 3156
 Email: design@vhc.com.au

ISSUE DATE 10/02/21

DRAWN JA

CEC-56311 V.H.C. (Aust) P.L.

SCALE 1:100

THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT

REVISIONS

No.	DATE	DESCRIPTION
A	09/03/21	BLOCK WALL REMOVED

DATED / /

SIGNED BY THE OWNERS

SIGNED BY THE BUILDER

PROPOSED FOOTING LAYOUT

FOR: ABN Group (VIC)
 SITE: LOT 3139 SOHO CRESCENT
 WOLLERT

PROJECT / DRAWING No. 20V0993 F1 (rev A)

GROUP FOUR
BUILDING SURVEYORS
BUILDING PERMIT SL92
 Number: 2879120179386
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
 Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)
 Issued on 12/03/2021

2/N12 L-BARS 2000mm EACH DIRECTION TO TOP AT EXTERNAL CORNERS

SLAB FABRIC (20mm COVER)

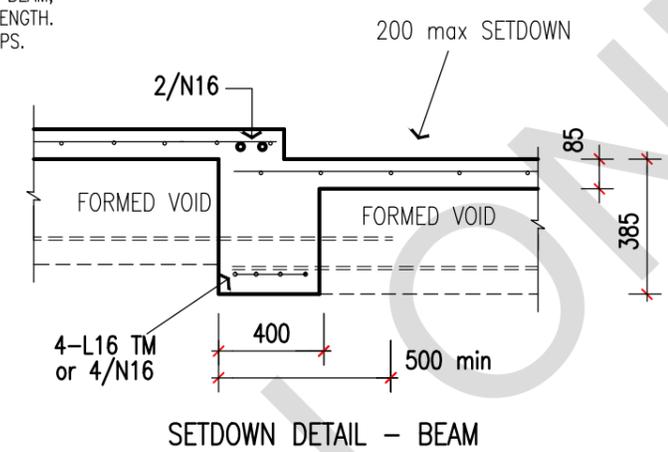
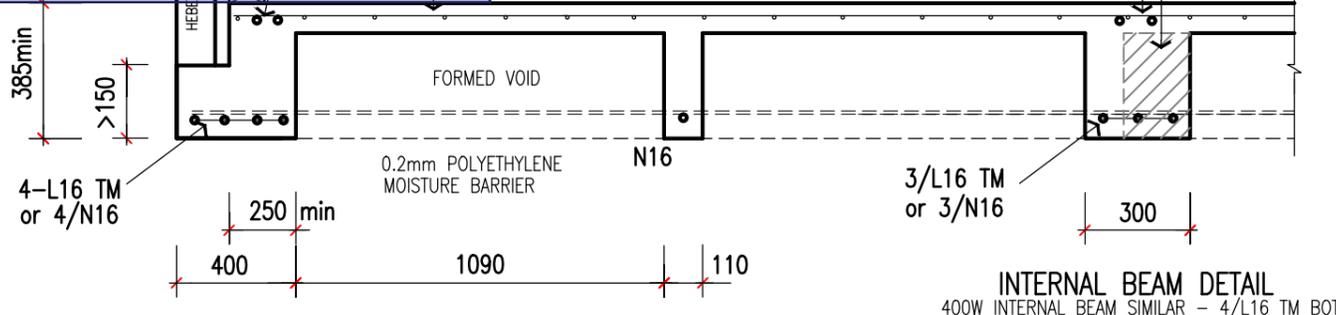
600 max FORMED AS PER S.R.

HEBBI

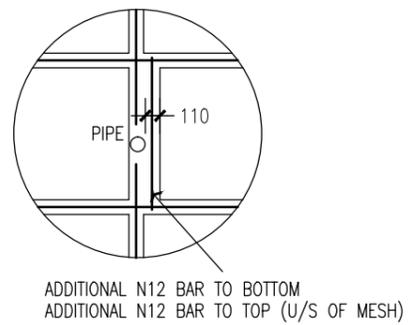
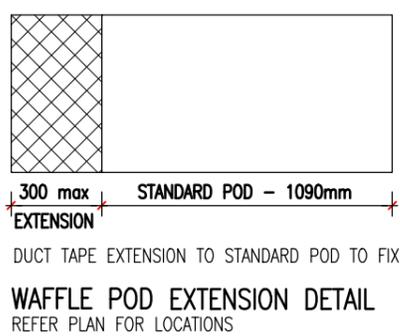
SLAB ON GROUND TO A.S.2870

SITE CLASSIFICATION : 'P'

Refer SOIL REPORT # 20V0993R



RIGID SLAB ON GROUND DETAIL P(H2)1.5 - 2 storey (TYPE 6-2)
 USE FLEXIBLE PLUMBING JOINTS TO ALLOW FOR THE DESIGN MOVEMENTS



TYPICAL SECTION THROUGH WAFFLE RAFT SLAB

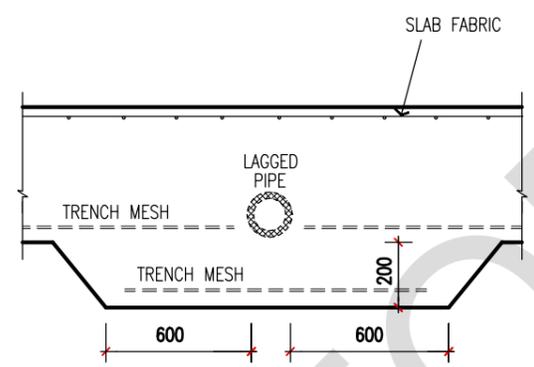
PROVIDE SITE DRAINAGE PRIOR TO CONSTRUCTION (ESPECIALLY AT BASE OF ANY SITE CUT) 50mm FALL OVER 1000mm AWAY FROM FOOTING (typ)

MEMBRANE TO FGL

WAFFLE RAFT SLABS SHALL BE FOUNDED ON NATURAL GROUND or ON FOUNDING MATERIAL AS NOTED IN SOIL REPORT. PROVIDE BLINDING CONCRETE OR BORED CONCRETE PIERS AS REQUIRED.

A MAXIMUM OF 300mm OF TRACK ROLLED FILL (EXCLUDES EXISTING FILL) MAY BE PLACED UNDER THE WAFFLE RAFT SLAB

IF MORE THAN 300mm OF TRACK ROLLED FILL THEN PIERS SHALL BE REQUIRED AND VHC CONTACTED FOR PIER DESIGN.



PIPE THROUGH PERIMETER BEAM
 MINIMUM 40mm LAGGING - ENSURE NO GAPS

REFER SHEET F1 FOR LAYOUT & NOTES

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

VHC ENGINEERS
 ACCURACY | EXPERIENCE | ECONOMY | INTEGRITY

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ISSUE DATE	10/02/21	DRAWN	JA
SCALE	NTS	THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT	
REVISIONS	DATED / /		
No.	DATE	DESCRIPTION	
A	09/03/21	NO CHANGES TO THIS SHEET	

CEC-56311 V.H.C. (Aust) P.L.

SIGNED BY THE OWNERS

SIGNED BY THE BUILDER

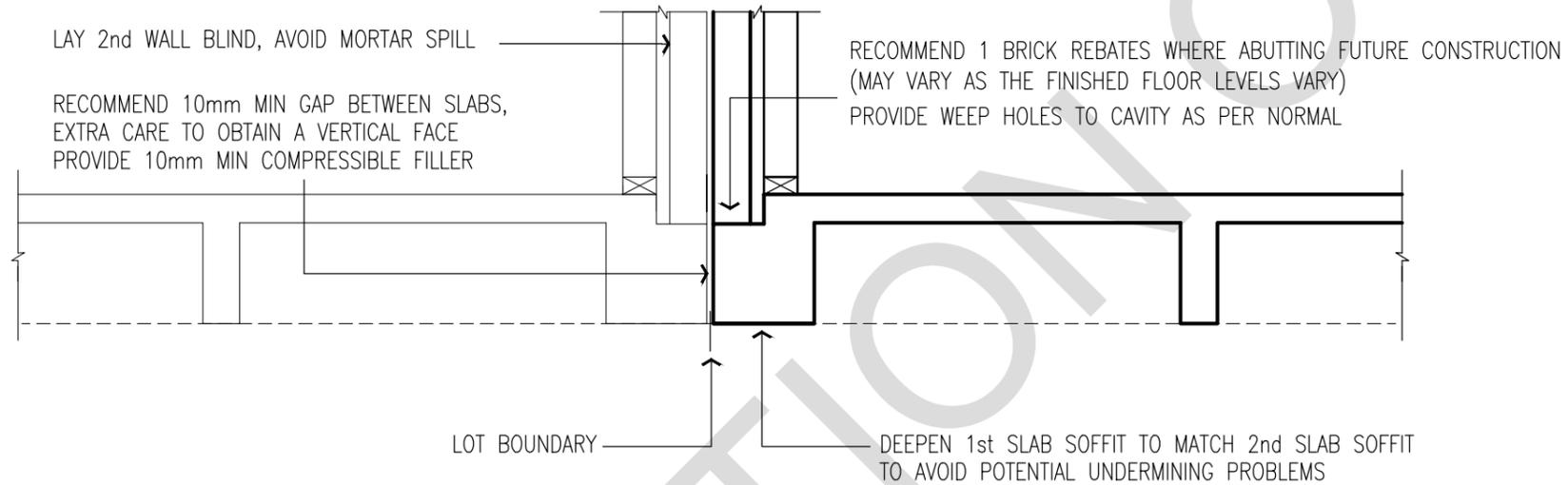
PROPOSED FOOTING DETAILS

FOR: ABN Group (VIC)
SITE: LOT 3139 SOHO CRESCENT WOLLERT

PROJECT / DRAWING No. 20V0993 F2 (rev A)

GROUP FOUR
BUILDING SURVEYORS
BUILDING PERMIT
 Number : 2879120179386
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
 Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)
 Issued on 10/03/2021

SLAB ON GROUND TO A.S.2870
 SITE CLASSIFICATION : 'P'
 Refer SOIL REPORT # 20V0993R



INDIVIDUAL CONSTRUCTION OF ROW HOUSES IN CONTACT

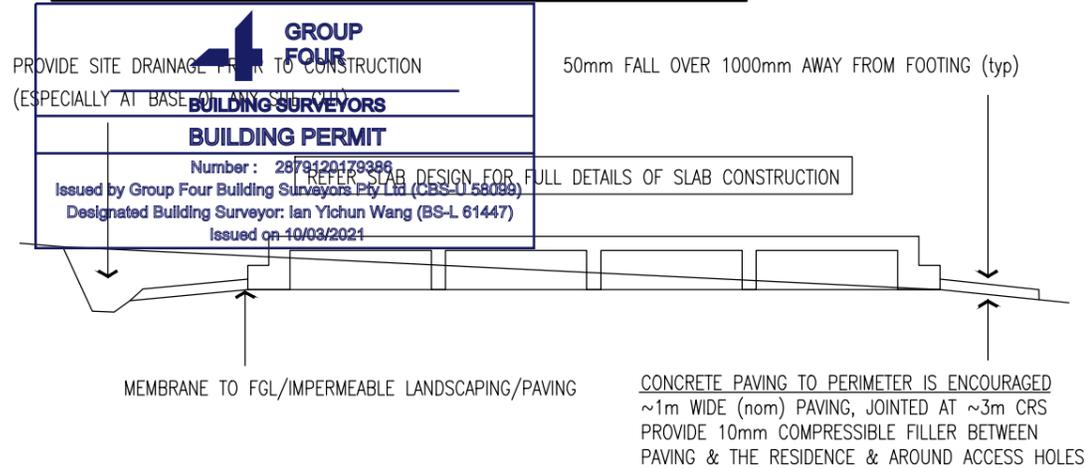
DETAIL IS INDICATIVE. BEAMS MAY REQUIRE DEEPENING, THE INTENTION IS FOR BOTH BEAMS TO BE THE SAME DEPTH
 CONFIRM REQUIREMENTS WITH ABN SUPERVISOR PRIOR TO CONSTRUCTION – CONTACT VHC IF UNSURE

REFER SHEET F1 FOR LAYOUT & NOTES

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

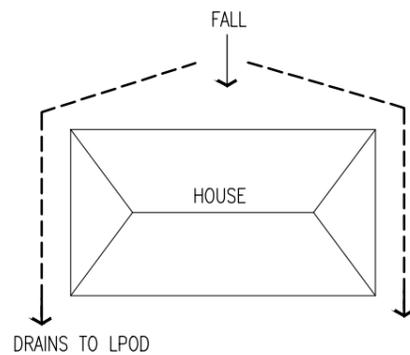
<p>VHC ENGINEERS ACCURACY EXPERIENCE ECONOMY INTEGRITY VHC (Aust) Pty Ltd (ACN 062 784 909) trading as VHC Engineers PO Box 7021 UPPER FERNTREE GULLY 3156 Ph: (03) 9754 1111</p>	ISSUE DATE 10/02/21 DRAWN JA SCALE NTS REVISIONS No. DATE DESCRIPTION A 09/03/21 BLOCK WALL REMOVED	CEC-56311 V.H.C. (Aust) P.L. THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT DATED / / SIGNED BY THE OWNERS SIGNED BY THE BUILDER	<p>PROPOSED FOOTING DETAILS</p> <p>FOR: ABN Group (VIC) SITE: LOT 3139 SOHO CRESCENT WOLLERT</p> <p>PROJECT / DRAWING No. 20V0993 F3 (rev A)</p>
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TYPICAL SECTION THROUGH SLAB & BUILDING PLATFORM

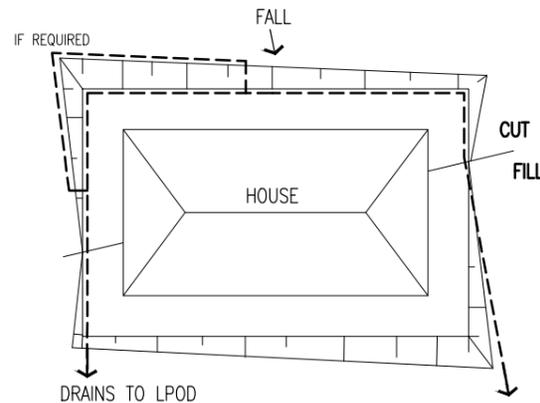


SCHEMATIC SITE PLANS SUB-SURFACE DRAINAGE

(A) SITES WITH SLIGHT TO NO FALL

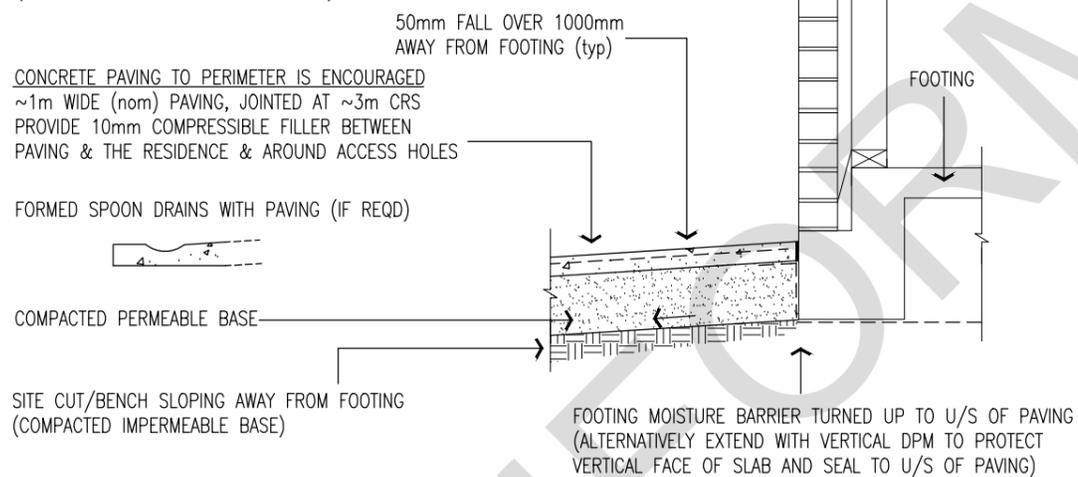


(B) SITES WITH FALL 1:10 (>400mm CUT)



TYPICAL SECTION THROUGH FOOTING EDGE

(REFER AS2870'11 FOR ALTERNATIVES)



SITE DRAINAGE REQUIREMENTS – CONSTRUCTION STAGE

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

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

HOME OWNER'S RESPONSIBILITY

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

- proper landscaping
- proper maintenance
- "safe" gardens

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

It is assumed that the owner will always provide ongoing attention and, if required, quick remedial response to the above mentioned requirements. This assumption has formed part of the final Engineering Design and construction of the house and its footing. In order to keep the construction of the footing affordable it is considered reasonable to detail and construct a footing that with the proper landscaping and maintenance requirements will perform adequately.

1. PROPER LANDSCAPING

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

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

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

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

2. PROPER MAINTENANCE

Leaking downpipes, sewers, gutters, water pipes and drains can adversely impact the site around the house. Unwanted water is a threat to the long term performance of the house and its footing. Blocked drains, gutters, downpipes and drainage pits can also prevent or hinder the drainage of storm water away from the house. Regular inspections and ongoing maintenance must be carried out to repair pipes and drains and/or prevent any blockages.

3. "SAFE" GARDENS

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

Safe garden watering must be controlled and not excessive.

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

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

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

Important Reading and further reference:

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



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 Email: design@vhc.com.au

rev A DATE 09/03/21

DRAWN JA

SCALE

NTS

STANDARD NOV 2014

THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT

DATED

/

/

SIGNED BY THE OWNERS

SIGNED BY THE BUILDER

REFER GEOTECHNICAL REPORT 20V0993R

REFER FINAL FOOTING DESIGN 20V0993 F1 (rev A)

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

FINAL DRAINAGE REQUIREMENTS MUST BE CONFIRMED AFTER SITE PREPARATION

SITE DRAINAGE AND SITE MAINTENANCE

FOR: ABN Group (VIC)

SITE: LOT 3139 SOHO CRESCENT
 WOLLERT

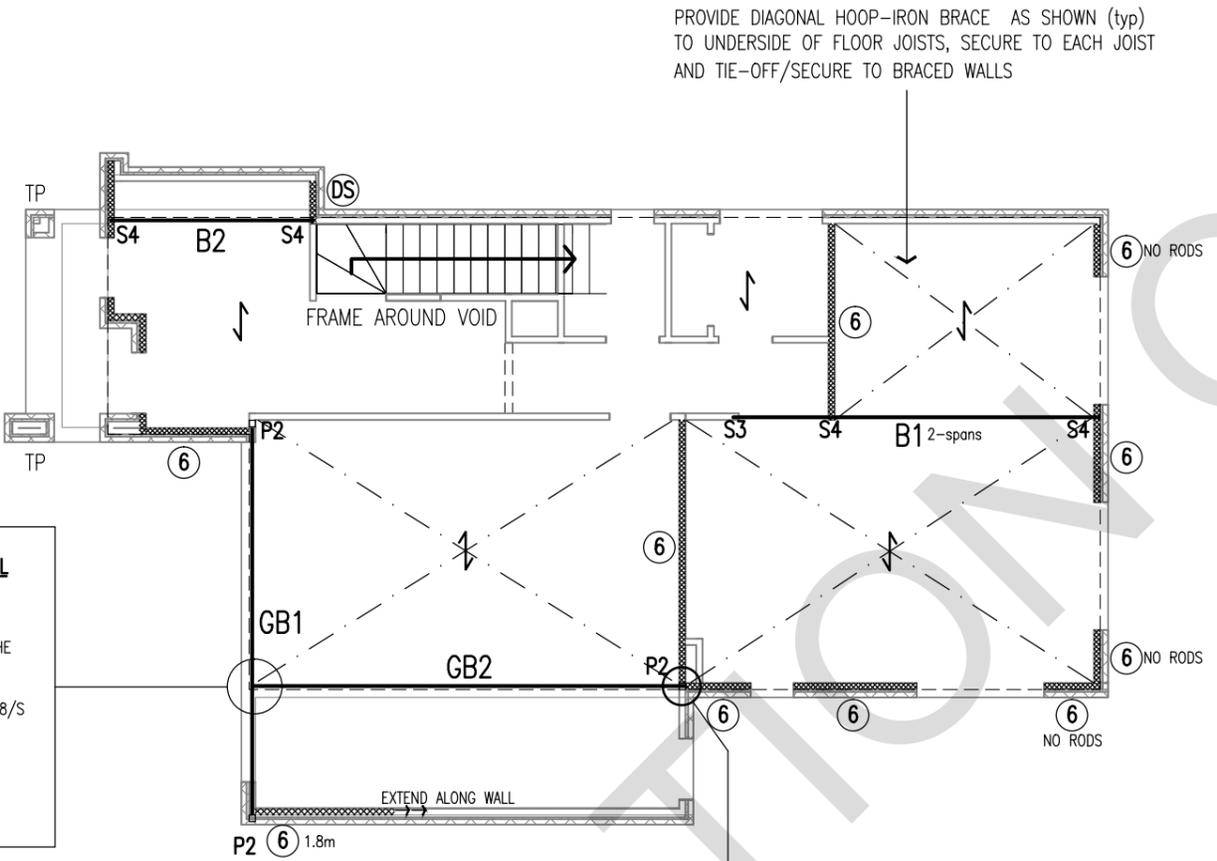
PROJECT / DRAWING No. 20V0993 SDSM (rev A)

REFER SHEET E2/E3 FOR DETAILS

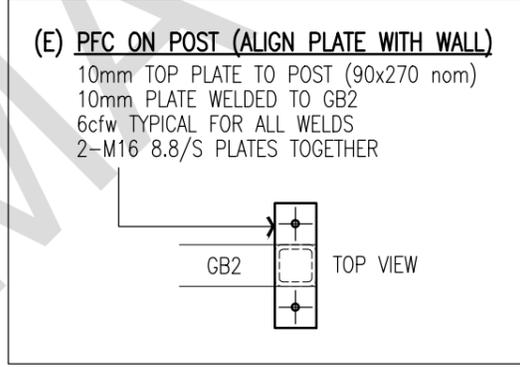
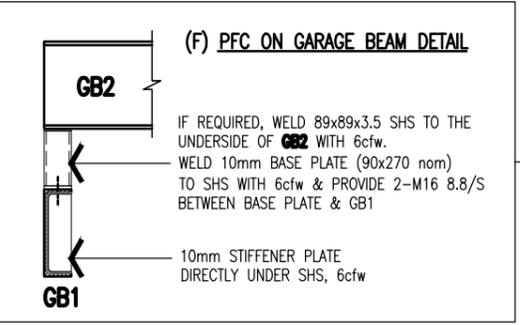
GROUP FOUR
BUILDING SURVEYORS
BUILDING PERMIT
 Number: 2879120179386
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
 Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)
 Issued on 10/03/2021

PROVIDE 6 6kN BRACE TO ENTIRE FRONT FACADE (NO RODS REQUIRED)

PORCH TIMBER BEAMS BY OTHERS
 REFER BUILDER'S STANDARD FACADE DETAILS



BEAM SCHEDULE		(TILED ROOF)
B1	2/300x45 LVL	(continuous 2-spans)
B2	2/240x45 LVL or 300x63 LVL	
GB1	380 PFC	
GB2	380 PFC	
cleat		10pl CLEAT WITH 3M12 BOLTS
TP		TIMBER POST TO BUILDERS' SPEC.
↔		FLOOR JOIST DIRECTION (BY OTHERS)
└		DENOTES PFC TOE DIRECTION



- HEBEL CONSTRUCTION REQUIREMENTS**
1. That the details and specs in the CSR Hebel Power Panel Guide November 2016 are adopted.
 2. For F5 or MGP10 grade, 45mm wide common studs are recommended.
 3. Any beams supporting the Hebel cladding shall be designed for an additional 50kg/m2 dead weight.
 4. Sheet bracing required will need to extend the length of the wall to prevent misalignment of the Hebel panels.
 5. The Hebel cladding is to rest on the slab (and any beam supporting it)
 6. Vertical control joints to coincide with the supporting structures requirements.
 7. Horizontal control joint to be adopted at the upper floor level in 2 storey construction.

TYPICAL SUPPORTS : USE AS REQUIRED

P1	89x89x5.0 SHS or equiv	S2-F17	2/90x35 F17 studs (shw or LVL)*
P2	89x89x3.5 SHS or equiv	S3-F17	3/90x35 F17 studs (shw or LVL)*
S3	3/90x35 F5 common studs	F17	3/90x35 F17 = 6/90x35 F5 studs
S4	4/90x35 F5 common studs		2/90x35 F17 = 4/90x35 F5 studs
S5	5/90x35 F5 common studs	MGP10	2/90x45 MGP10 = 4/90x35 F5 studs
	(3/90x45 wide studs = 4/90x35 wide studs)		2/90x35 MGP10 = 3/90x35 F5 studs

REFER SHEET E3 FOR BRACING DETAILS

6 DENOTES 6.0kN/m BRACE >900mm

DS DENOTES DOUBLE SIDED BRACING

FULL BRACING IS TO BE PROVIDED AS PER AS1684.2'10 FOR THE NOMINATED WIND CATEGORY, USE 6kN/m & DS BRACING WHERE NOMINATED ON SHEET E1 AS PART OF THE FINAL BRACING. BUILDING SURVEYOR TO INSPECT & APPROVE WALL & FLOOR BRACING PRIOR TO PLASTER.

IF THERE IS ANY DOUBT AS TO WHAT TO DO or IF ENGINEERING DETAILS ARE CONFLICTING WITH THE ARCHITECTURAL DETAILS; THEN THE ENGINEER MUST BE IMMEDIATELY CONTACTED FOR CLARIFICATION. DO NOT PROCEED UNTIL CLARIFICATION AND APPROVAL FROM THE ENGINEER HAS BEEN OBTAINED.

- NOTES FOR RESIDENTIAL CONSTRUCTION**
- R1. ALL WORKS ARE TO COMPLY WITH AS1684, AS1720, AS3600, AS3700, AS1250 (ILO AS4100) AND THE B.C.A.
 - R2. TIE-DOWN, LATERAL RESTRAINT AND FIXING TO COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS.
 - R3. ALL WALL AND ROOF BRACING TO COMPLY WITH AS1684 (UNO)
 - R4. WALL, ROOF & FLOOR FRAMING TO COMPLY WITH AS1684 (UNO)
 - R5. REFER STRUCTURAL STEELWORK NOTES ON SHEET E2.
 - R6. IF IN DOUBT - ASK
- GENERAL NOTES**
- G1. THESE DRAWINGS SHALL BE READ WITH ALL ARCHITECTURAL AND OTHER CONSULTANTS' DRAWINGS AND SPECIFICATIONS.
 - G2. WORKMANSHIP AND MATERIALS ARE TO BE IN ACCORDANCE WITH THE RELEVANT CURRENT S.A.A. CODES.
 - G3. ALL DIMENSIONS RELEVANT TO SETTING OUT AND OFF-SITE WORK SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION AND FABRICATION IS COMMENCED.
 - G4. THE ENGINEER'S DRAWINGS SHALL NOT BE SCALED.
 - G5. SUBSTITUTES WILL NOT BE PERMITTED WITHOUT THE APPROVAL OF THE ENGINEER.
 - G6. DURING THE CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STRUCTURE IN A STABLE CONDITION AND ENSURING NO PART SHALL BE OVERSTRESSED UNDER CONSTRUCTION ACTIVITIES.

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 Ph: (03) 9754 1111

ISSUE DATE	10/02/21	DRAWN	JA
SCALE	1:100	THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT	
REVISIONS	DATED / /		
No.	DATE	DESCRIPTION	
A	09/03/21	NO CHANGES TO THIS SHEET	

CEC-56311 V.H.C. (Aust) P.L.

SIGNED BY THE OWNERS

SIGNED BY THE BUILDER

PROPOSED BEAM LAYOUT

FOR: ABN Group (VIC)
SITE: LOT 3139 SOHO CRESCENT WOLLERT

PROJECT / DRAWING No. 20V0993 E1 (rev A)

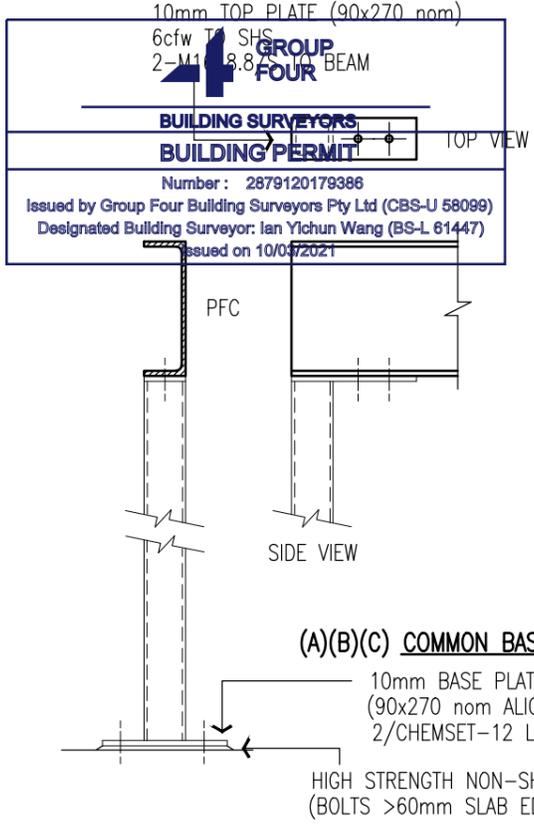
STRUCTURAL STEELWORK NOTES

- S1 - ALL WORKMANSHIP AND MATERIALS TO BE IN ACCORDANCE WITH AS1250 AND/OR AS4100.
- S2 - STEEL MEMBERS TO BE GRADE 300plus U.N.O. ALL MEMBERS ARE TO HAVE AN APPROPRIATE PROTECTIVE COATING.
- S3 - BOLT SPACING $5 \times \text{BOLT}\phi$; EDGE DIST $2.5 \times \text{BOLT}\phi$. HOLES FOR BOLTS IN THE BEAMS MAY BE SLOTTED ONLY IN THE HORIZ DIRECTION AND RESTRICTED TO $2.5 \times \text{BOLT}\phi$ IN LENGTH. NO SLOTTED HOLES IN CLEATS. NO SLOTTED HOLES AGAINST SLOTTED HOLES.
- S4 - FULLY SITE WELD (6cfw UNO) ALL CLEAT TO BEAM CONNECTIONS AFTER FINAL POSITIONING OF MEMBERS. FULL SITE WELDING MAY REPLACE M16 BOLTS. WELDING SHALL BE PERFORMED BY AN EXPERIENCED OPERATOR IN ACCORDANCE WITH AS1554.
- S5 - ALL MEMBERS SUPPORTING BRICKWORK TO BE PROPPED AT MIDSPAN UNTIL THE BRICKWORK IS AT LEAST 5 DAYS OLD.
- S6 - DURING THE CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STRUCTURE IN A STABLE CONDITION AND ENSURING NO PART SHALL BE OVERSTRESSED UNDER CONSTRUCTION ACTIVITIES.

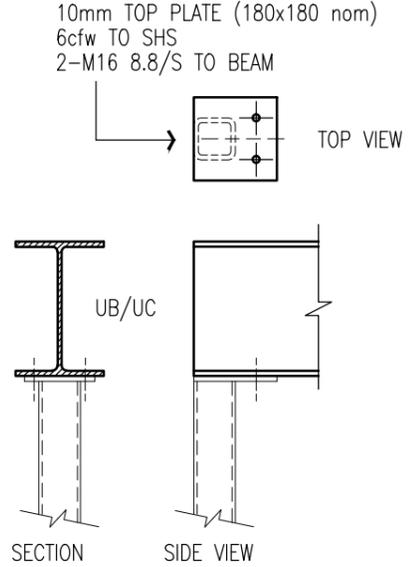
DETAILS ON THIS SHEET ARE TO BE READ INCONJUNCTION WITH THE NOTES ON THE STRUCTURAL LAYOUT (SHEET E1).
THE NOTES ON SHEET E1 MAY NOMINATE :

- SITE WELDING REQUIREMENTS
- SPECIAL BOLTING, CLEATS or WEB STIFFENERS
- SPECIAL BRACING REQUIREMENTS
- SLAB AND FRAME CONNECTIONS REQUIREMENTS

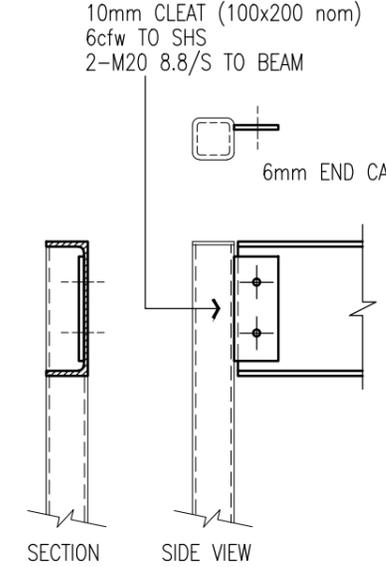
(A) PFC ON POST



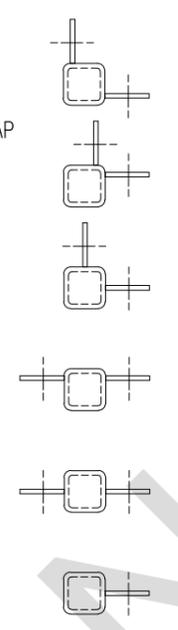
(B) UB/UC ON POST



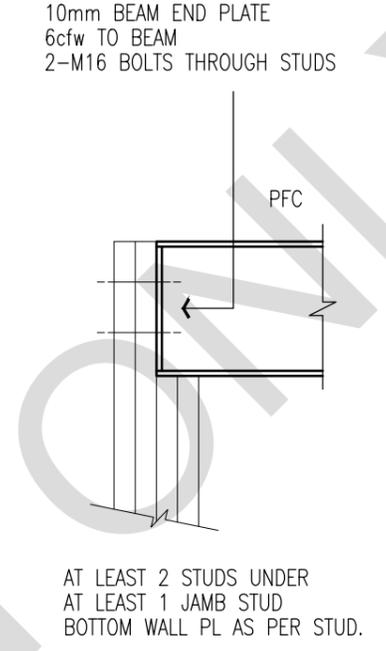
(C) BEAM CLEATED TO POST



CLEAT OPTIONS (TOP VIEWS)



(D) BEAM ON STUD CLUSTER

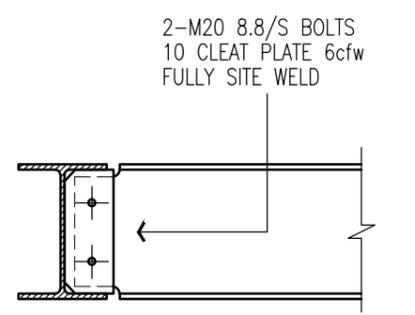
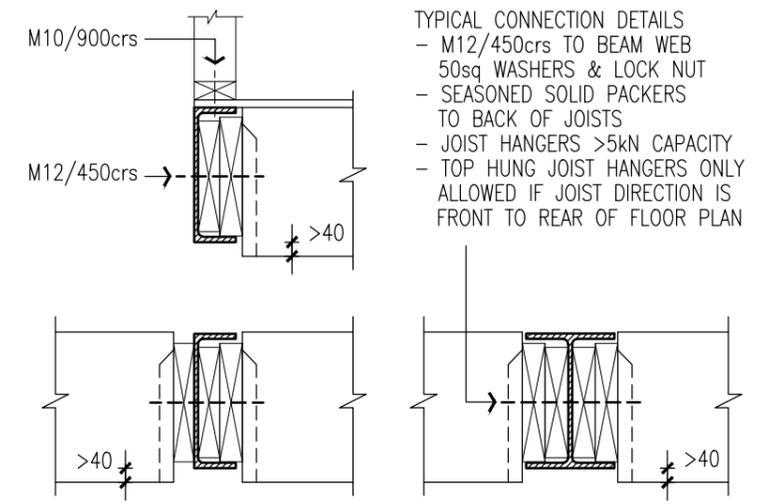


PROVIDE FULL SITE WELDS TO ALL CLEAT TO BEAM CONNECTIONS

NOTES FOR POST TO BEAM DETAILS :

1. POSITION BEAMS >40mm VERTICALLY CLEAR OF CEILING LINING (10mm FOR TOP PLATE & 28mm FOR BOLT HEADS BELOW).
2. Type(C) POST END CAN BE USED IN COMBINATION WITH Type(A) or Type(B) TO SHS or TO THE WEB OF THE BEAM.
3. CLEATS MAY BE WELDED TO A 10mm TOP PLATE AND EXTEND ABOVE POST TO ALLOW FOR THE BEAM TO DIRECTLY REST ON TOP OF THE STEEL POST.
4. CLEATS MAY BE WELDED TO THE SIDE OF THE POST AND EXTEND ABOVE POST, PROVIDE 300 6cfw BETWEEN CLEAT & POST.
5. FULL SITE WELD (6cfw UNO) TO ALL CLEAT TO BEAM CONNECTIONS.
6. LIMIT OF 2 CLEATS PER POST (UNO).
7. STUB COLUMN DETAILED AS PER POST.
8. IF DOUBLE STEEL POST IS NOMINATED THEN ENLARGE SINGLE POST TOP AND BASE PLATE DETAILS TO HOUSE THE 2ND POST.

TYPICAL POST TO BEAM DETAILS



BEAM TO BEAM (typ)

JOIST TO STEEL DETAILS (typ)

MINIMUM REQUIREMENTS INDICATED - REFER BUILDER'S DETAILS &/OR SHOP DRAWINGS

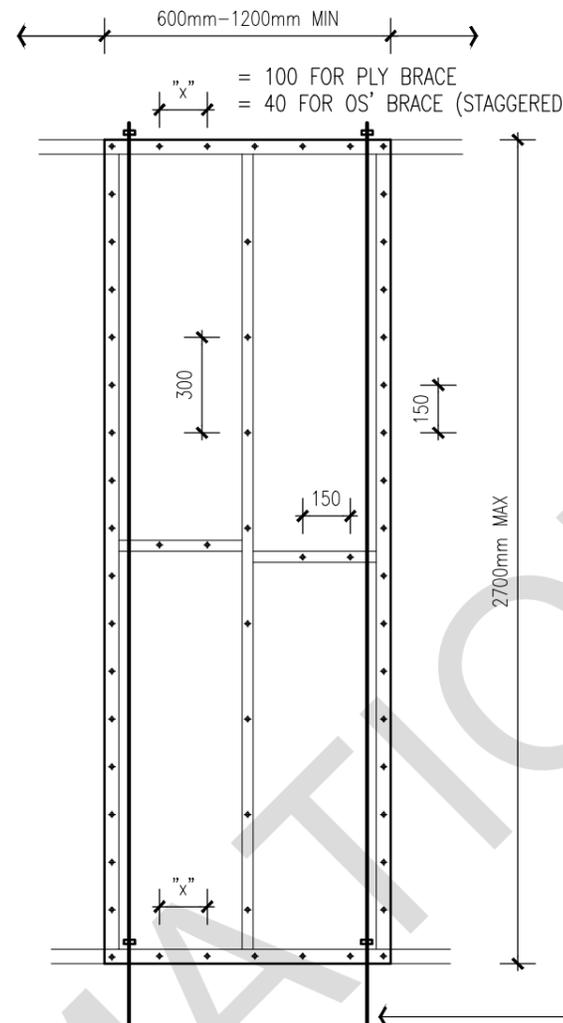
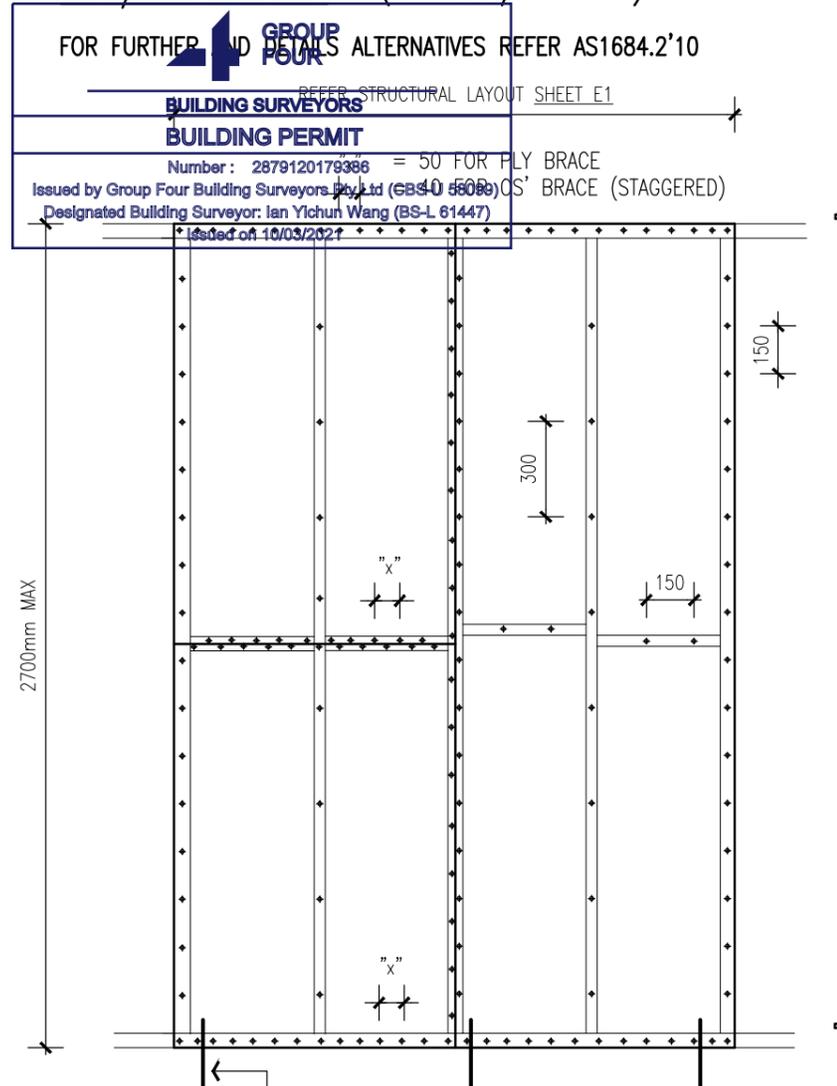
REFER SHEET E1-STRUCTURAL LAYOUT

<p>VHC ENGINEERS ACCURACY EXPERIENCE ECONOMY INTEGRITY</p> <p><small>VHC (Aust) Pty Ltd (ACN 062 784 909) trading as VHC Engineers PO Box 7021 UPPER FERNTREE GULLY 3156 Ph: (03) 9754 1111</small></p>	ISSUE DATE 10/02/21 DRAWN JA	CEC-56311 V.H.C. (Aust) P.L.	PROPOSED STEELWORK DETAILS							
	SCALE 1:100	THIS IS SHEET OF DRAWINGS REFERRED IN THE CONTRACT	DATED / /	FOR: ABN Group (VIC) SITE: LOT 3139 SOHO CRESCENT WOLLERT						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">REVISIONS</th> <th style="width: 10%;">No.</th> <th style="width: 10%;">DATE</th> <th style="width: 75%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>A</td> <td></td> <td>09/03/21</td> <td>NO CHANGES TO THIS SHEET</td> </tr> </tbody> </table>	REVISIONS	No.	DATE	DESCRIPTION	A		09/03/21	NO CHANGES TO THIS SHEET	SIGNED BY THE OWNERS SIGNED BY THE BUILDER
REVISIONS	No.	DATE	DESCRIPTION							
A		09/03/21	NO CHANGES TO THIS SHEET							

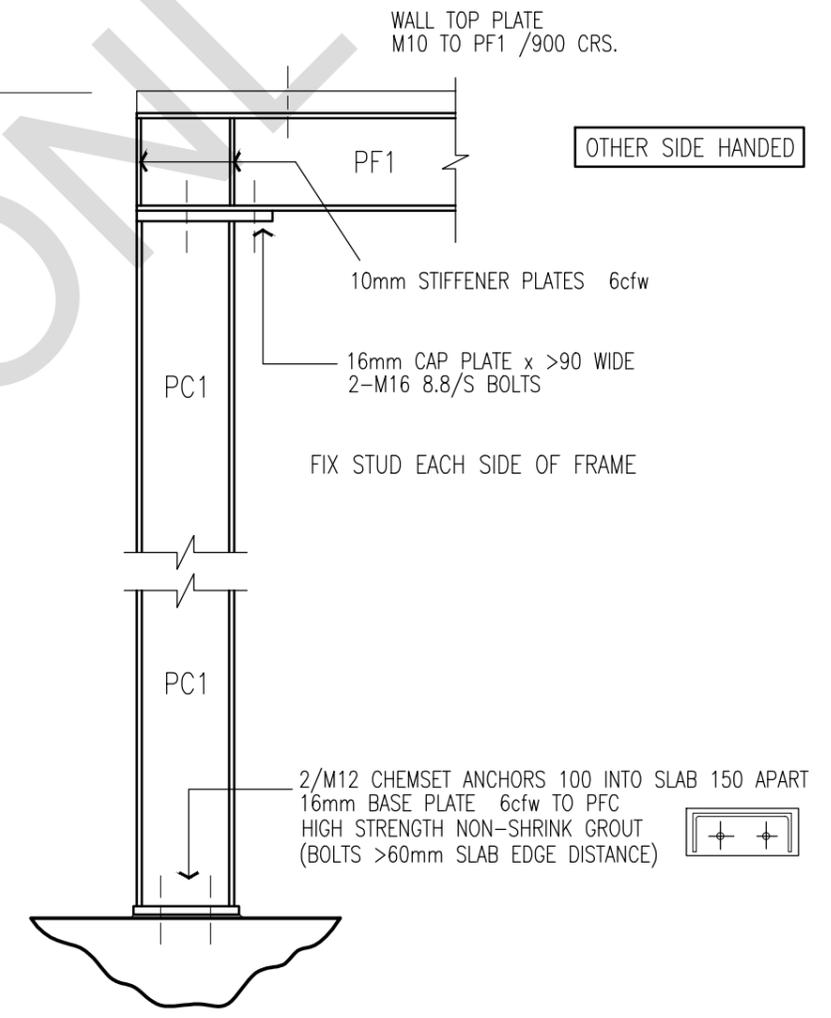
6kN/m BRACING (PLYWOOD/OS'BRACE)

DOUBLE SIDED BRACING DS (IF REQUIRED)

SWAY FRAME DETAILS (IF REQUIRED)



SECTION



FIXING OF BOTTOM PLATE TO FLOOR FRAME or SLAB
13kN CAPACITY CONNECTION EACH END & 1.2m CRS

M12 RODS REQUIRED EACH END OF PANELS
FOR WALL PANELS 450mm-900mm LONG
(SHORT WALL PANEL WITH NO RODS ~3kN/m)

DOUBLE SIDED BRACING NOTES:

- REFER 6kN/m BRACING NOTES/DETAILS
 - SINGLE PIECE SHEET WITH NO BUTT JOINTS
 - STAGGER NAILING BETWEEN SIDES
 - ENSURE NOT TO SPLIT STUDS (PROVIDE EXTRA or WIDER STUDS AS REQD)
- CAPACITY OF DS BRACING TAKEN AS:
- 900mm WALL LENGTH = 10.8kN
 - 800mm WALL LENGTH = 8.6kN
 - 700mm WALL LENGTH = 5.9kN
 - 600mm WALL LENGTH = 3.6kN

M16 RODS EACH END (FOR DS BRACE)
NUTS & 50sq 6PL WASHERS
SECURE TO TOP & BOTTOM WALL PLs
CHEMSET RODS INTO SLAB (800 SERIES)
M16 - EMBED 125mm MIN
M16 - EDGE DIST 65mm MIN

<600mm WALL LENGTH USE DOUBLE SIDED 6kN/m SPECS
(PLATE FIXING & INCREASED SHEET NAILING AND NO RODS)

ALL STEELWORK IN THE FRAMES TO BE FULLY
SITE WELDED AFTER POSITIONING IN FINAL PLACE

6kN/m BRACING NOTES:

1. PLY SHEETING F11 7mm (min) or SIMILAR AS PER AS1684'99'10 & AS2269.
2. SUITABLE OS' BRACE ALTERNATIVES MAY BE USED (COMPLY WITH MANU SPECS).
3. NAILING: 2.8-3.15 FH, 30mm L; FASTENERS SUITABLY COATED/PROTECTED
4. FRAME/STUDS TO BE JD4 TIMBER (minimum)
5. WALL PLATES SECURED TO FLOOR/ROOF BY APPROVED RESTRAINTS (AS PER AS1684 Sec8).
6. FLOOR/CEILING TO TRANSFER LATERAL LOADS TO INTERNAL BRACED WALLS.
7. ALL CONNECTIONS MUST ALLOW TRANSFER OF LATERAL LOADS (AS PER AS1684).
8. MIN FIXING TO SLAB - UNO, USE CHEMSET M12/1200mm EMBEDDED 85mm INTO SLAB
9. INTERNAL WALL FIXING TO SLAB - UNO, 10kN CAPACITY CONNECTION EACH END & 0.6m CRS

6kN/m BRACING & DOUBLE SIDED BRACING AT CRITICAL LOCATIONS NOMINATED ON SHEET E1

FULL BRACING IS TO BE PROVIDED AS PER AS1684.2'10 FOR THE NOMINATED WIND CATEGORY,
USE 6kN/m & DS BRACING WHERE NOMINATED ON SHEET E1 AS PART OF THE FINAL BRACING.

REFER SHEET E1-STRUCTURAL LAYOUT

 <p>VHC ENGINEERS ACCURACY EXPERIENCE ECONOMY INTEGRITY</p> <p>VHC (Aust) Pty Ltd (ACN 062 784 909) trading as VHC Engineers PO Box 7021 UPPER FERNTREE GULLY 3156 Ph: (03) 9754 1111</p>	ISSUE DATE 10/02/21	DRAWN JA	CEC-56311 V.H.C. (Aust) P.L.					
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		SIGNED BY THE BUILDER	<p>PROPOSED SPECIAL BRACING LAYOUT</p> <p>FOR: ABN Group (VIC)</p> <p>SITE: LOT 3139 SOHO CRESCENT WOLLERT</p> <p>PROJECT / DRAWING No. 20V0993 E3 (rev A)</p>					

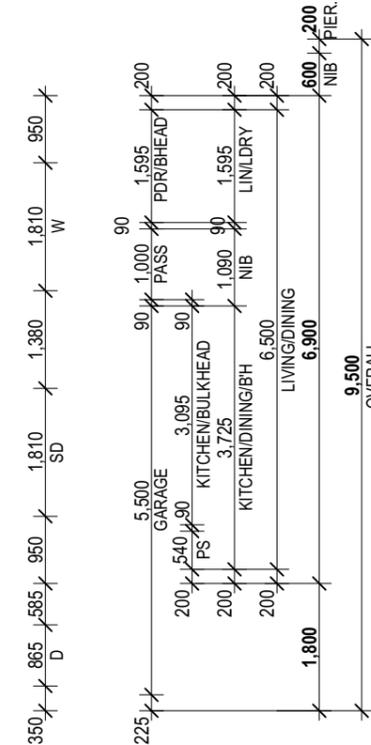
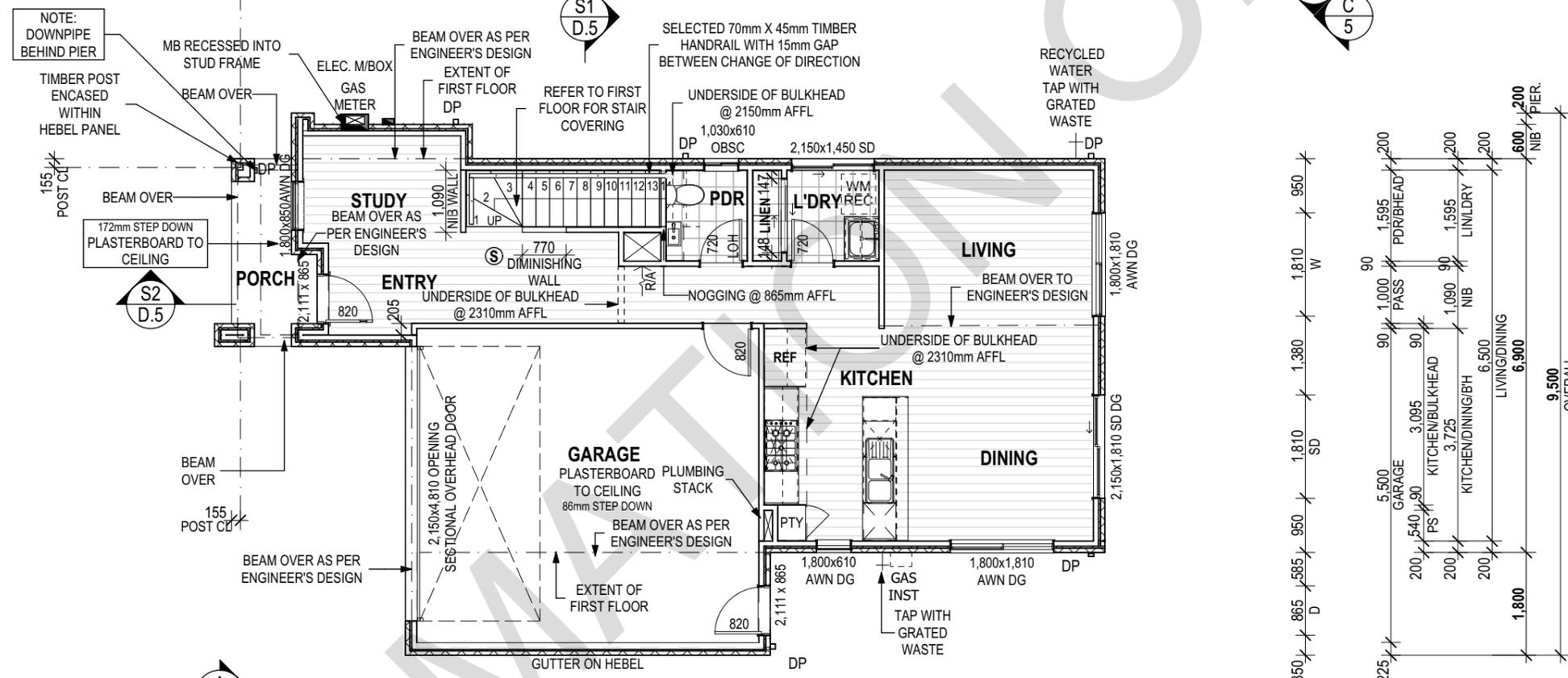
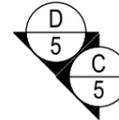
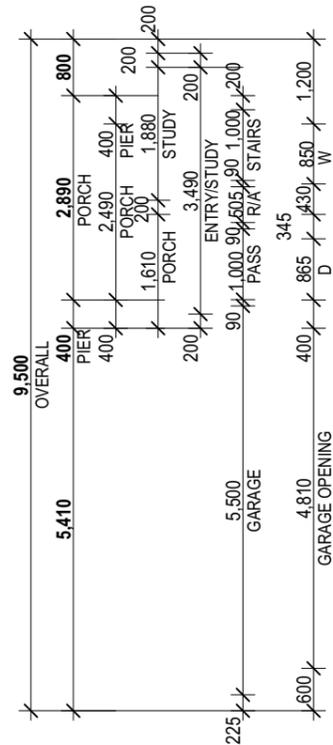
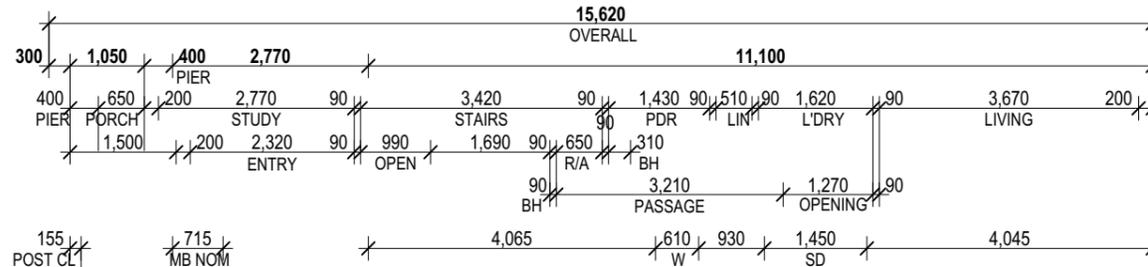
DIMENSIONS ARE TO STUD FRAME &/OR

HEBEL GROUP FOUR 172mm SLAB REBATE BUILDING SURVEYORS

RECYCLED WATER: BUILDING PERMIT
 PROVIDE PROVISIONS FOR CLASS A RECYCLED WATER. INCLUDES CLASS A RECYCLED WATER TAPING, PIPING, PURSUANT TO HOUSE & SEPARATE PLUMBING FOR TOILETS & WASHING MACHINE. LOCATION TO BE CONFIRMED BY PLUMBER

LEGEND

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



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

FINAL
READY FOR CONSTRUCTION
 DATE:26/02/2021.....

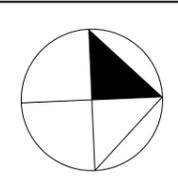
HOUSE	SQM	SQR
GROUND FLOOR	67.47	
FIRST FLOOR	90.28	
TOTAL FLOOR AREA	157.75	16.98
PORCH	4.12	
GARAGE	36.73	
TOTAL AREA	198.60	21.38

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B	FINALS, PSI	NF	09/02/2021
C	ENG	NF	15/02/2021
D	ENERGY	NF	17/02/2021

ID	NAME	BY	DATE

GENERAL NOTES:
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CLIENT:
G. M. V. SANCHEZ & A. A. B. RUEDA
 LOT 3139 (#49) SOHO CRESCENT
 WOLLERT, VIC 3750

GROUND FLOOR PLAN
 HOUSE TYPE: **ONYX 21**
 FACADE: **URBAN**
 MASTER DRAWING INFO: SCALE: 1:100
 DRAWN BY: DT REVISION: A DRAWING No: **2 OF 10**
 TYP HEIGHT: 25/25R ISSUED: TBC/04/19

DIMENSIONS ARE TO STUD

FRAME &/OR HEBEL

172mm SLAB REBATE

GROUP FOUR

BUILDING SURVEYORS

BUILDING PERMIT

Number : 2879120179386

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

Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)

Issued on 10/03/2021

LEGEND

FLOOR TILES

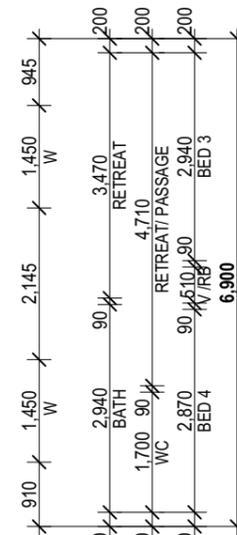
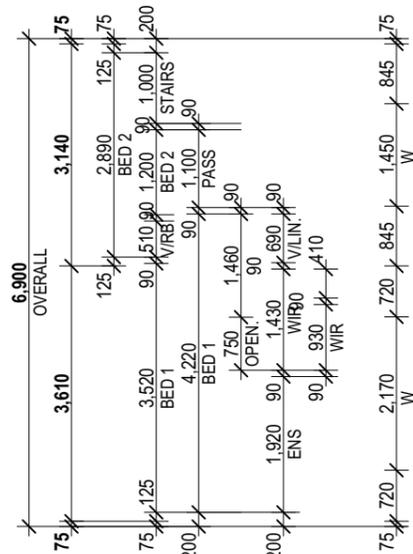
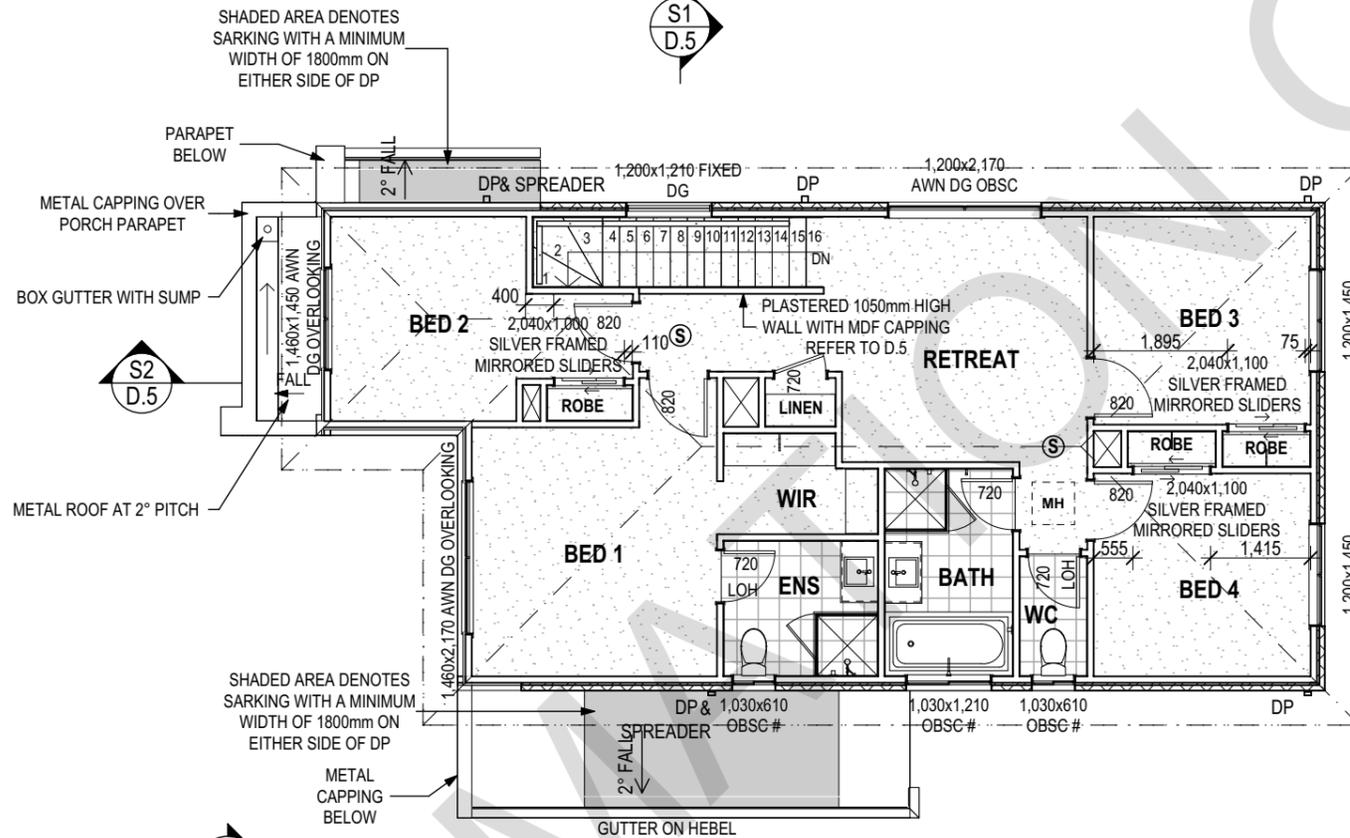
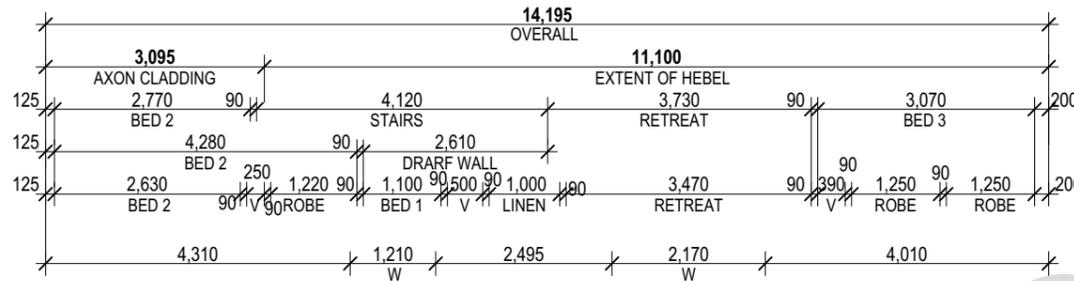
FLOOR TIMBER

CARPET

SMOKE DETECTOR

LIFT OFF HINGES

WINDOWS WITH 125mm RESTRICTED OPENING



GENERAL NOTES

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FINAL
READY FOR CONSTRUCTION
DATE:26/02/2021.....

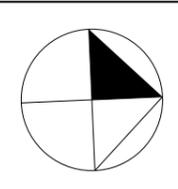
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CLIENT:
G. M. V. SANCHEZ & A. A. B. RUEDA

LOT 3139 (#49) SOHO CRESCENT
WOLLERT, VIC 3750

FIRST FLOOR PLAN
HOUSE TYPE: **ONYPX 21**
FACADE: **URBAN**
JOB No: **37487**
SCALE: 1:100
DRAWING No: **3 OF 10**

ELEVATION NOTES

- ALL GLAZING TO COMPLY WITH AS1288 - 2006 GLASS IN BUILDINGS & WITH AS4055 - 2012 FOR WINDLOADING.
- ALL WINDOWS AND EXTERNAL GLAZED DOORS IN BUILDINGS TO COMPLY WITH AS2047 - 2012.
- WINDOW HEAD HEIGHT DIMENSIONS ARE NOMINAL AND TO BE TAKEN TO THE NEAREST BRICK COURSE.
- REFER TO ENGINEER'S DRAWINGS FOR BUILDING SURVEYORS.
- ALL DRAWINGS TO BE READ IN CONJUNCTION WITH STRUCT-ENGINEER'S DRAWINGS & COMPUTATIONS.
- ALL DOWNPIPES TO BE JOINED TO PVC SWD AT BASE OF WEATHERS TYPE.

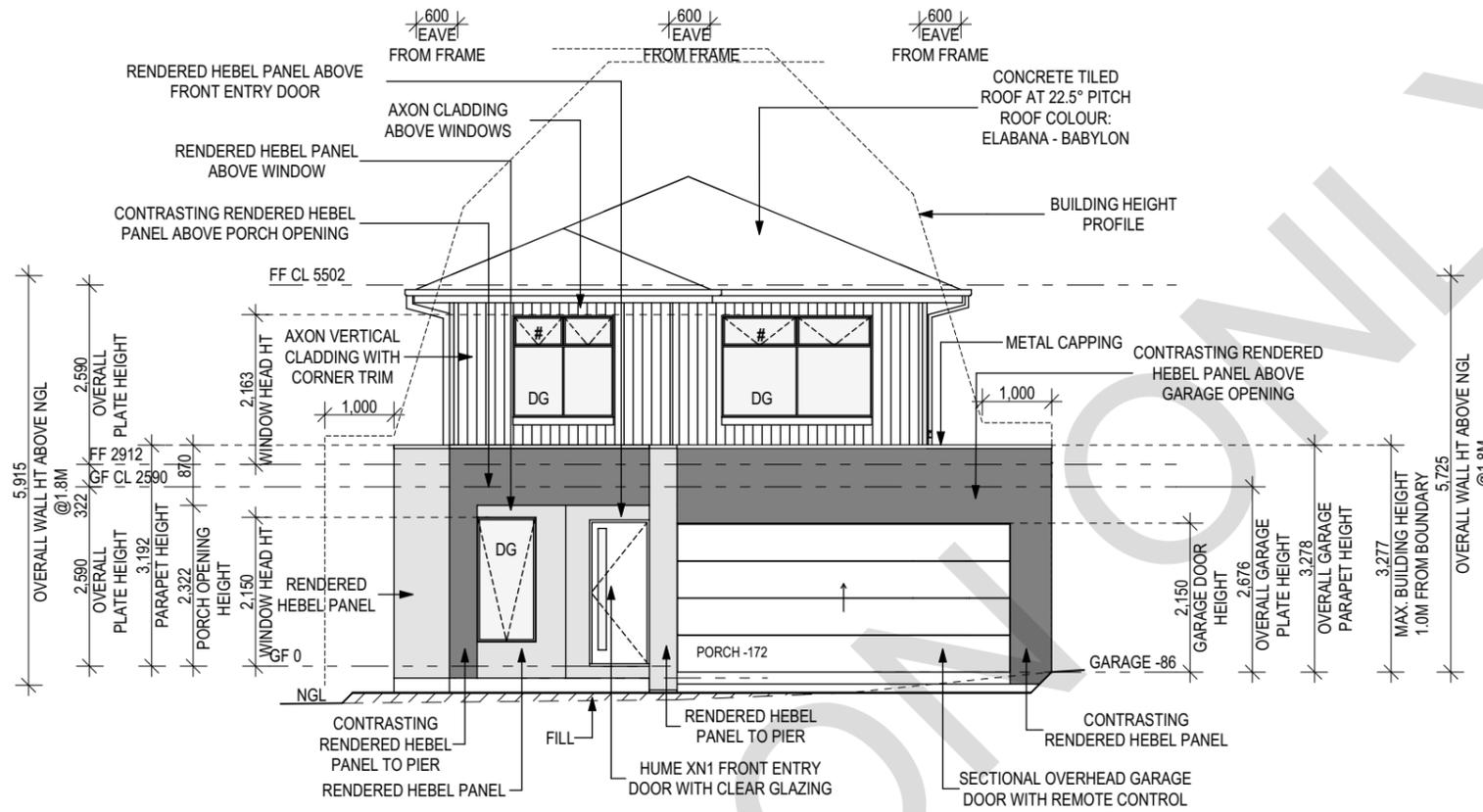
LEGEND

- RENDER - MAIN
- CONTRAST RENDER
- AXON CLADDING
- # WINDOWS WITH 125mm RESTRICTED OPENING
- DG DENOTES DOUBLE GLAZING

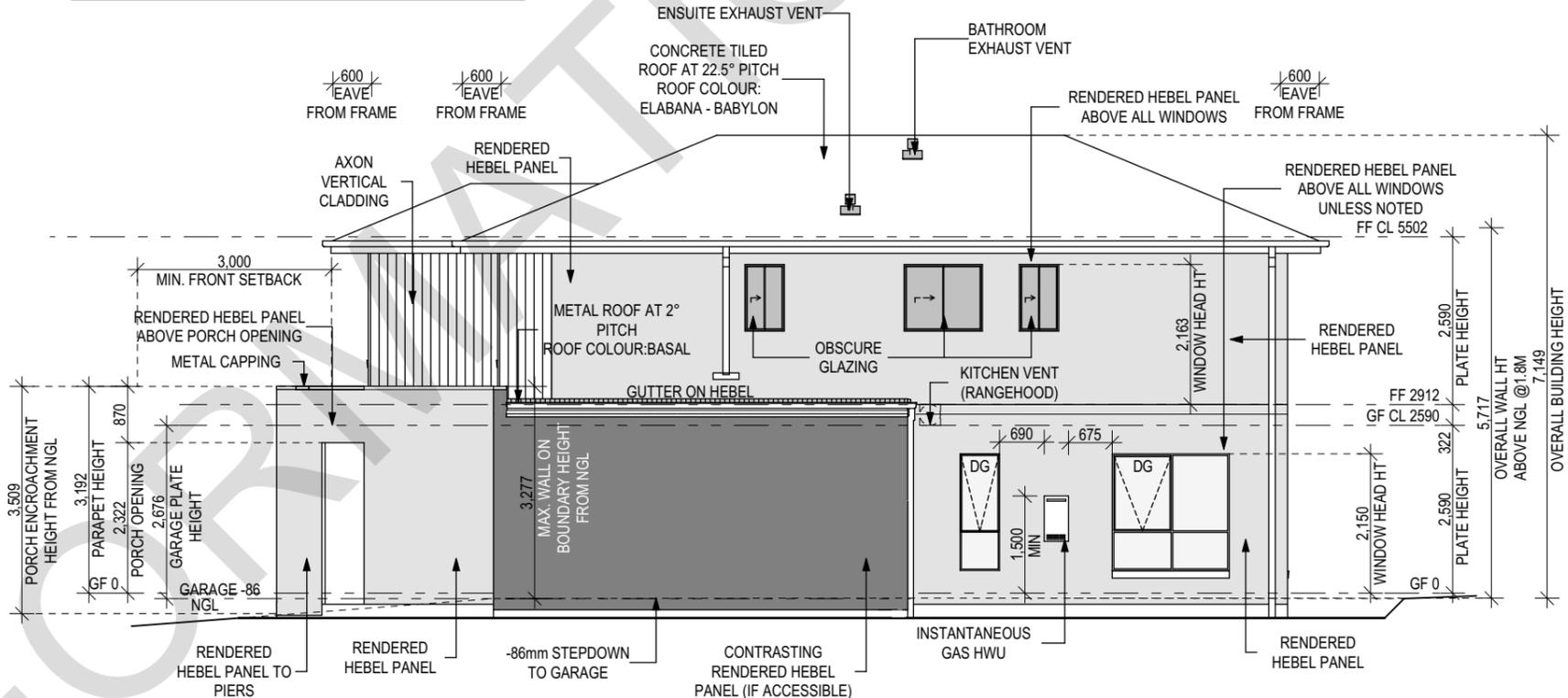
PROVIDE FLYSCREENS WITH BLACK NYLON MESH AND ALUMINIUM FRAME TO ALL OPENABLE AWNING AND SLIDING WINDOWS.

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

CONSTRUCTION JOINS:
HEBEL PANEL VERTICAL CONSTRUCTION JOINS TO BE IN LINE WITH DOOR OR WINDOW EDGES. WHERE AN EXTERNAL CORNER JUNCTION IS ON THE FRONT FAÇADE, THE FULL PANEL IS TO FACE THE STREET AND THE RETURN PANEL IS TO BUTT IN BEHIND WITH THE VERTICAL JOIN ON THE RETURN SIDE, NOT ON THE FRONT



A - FRONT ELEVATION 1:100



B - SIDE ELEVATION 1:100

WALL ON BOUNDARY
AREA ON BOUNDARY: 19.21m²
LENGTH ON BOUNDARY: 6.40m
AVE. WALL HEIGHT ON BOUNDARY: 3.00m

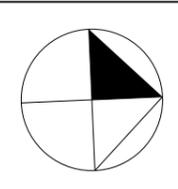
FACADE TREATMENT		
(TOTAL AREA = 26.27m ²)		
	m ²	%
RENDERED HEBEL	7.10m ²	27.03%
CONTRASTING RENDERED HEBEL	10.59m ²	40.31%
AXON CLADDING	8.58m ²	32.66%
TOTAL	26.27m ²	100%

FINAL
READY FOR CONSTRUCTION
DATE:26/02/2021.....

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LOT 3139 (#49) SOHO CRESCENT
WOLLERT, VIC 3750

ELEVATION A & B		JOB No:
HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	37487
FACADE: URBAN	SCALE: 1:100	DRAWING No: 4 OF 10
	DRAWN BY: DT	REVISION: A
	TYP HEIGHT: 25/25R	ISSUED: TBC/04/19

ELEVATION NOTES

- ALL GLAZING TO COMPLY WITH AS1288 - 2006 GLASS IN BUILDINGS & WITH AS4055 - 2012 FOR WINDLOADING.
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- ALL DOWNPIPES TO BE JOINED TO PVC SWD AT BASE OF WEATHERS TYPICAL

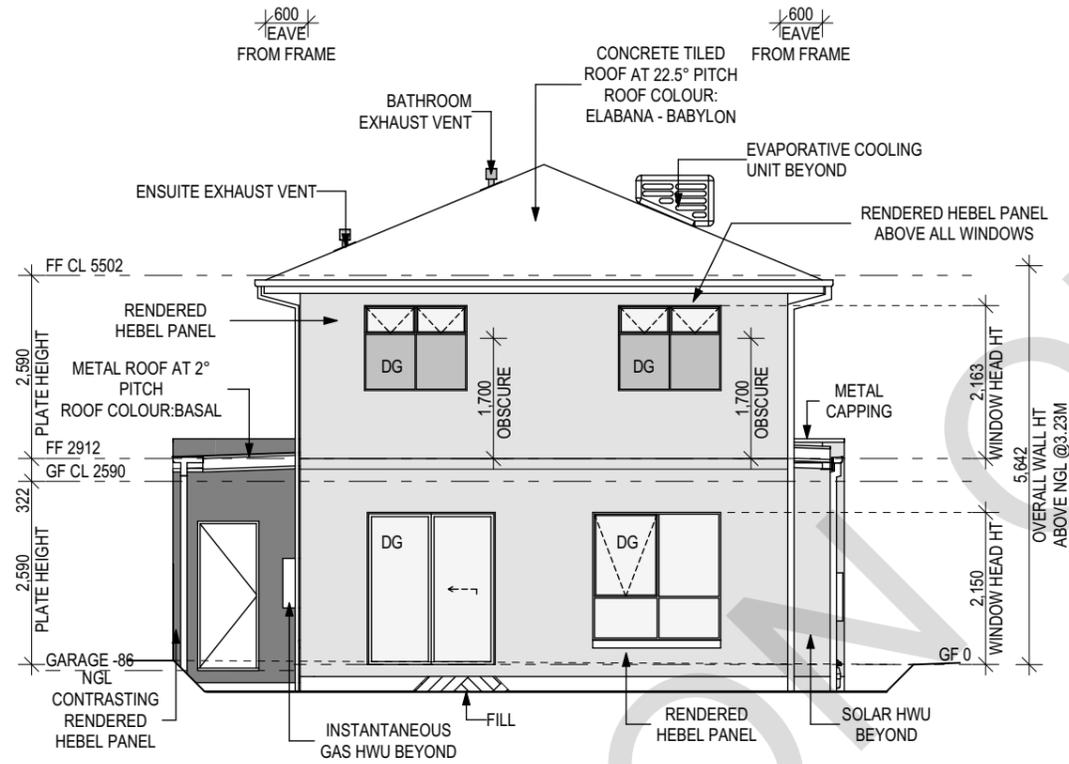
LEGEND

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- CONTRAST RENDER
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- DG DENOTES DOUBLE GLAZING

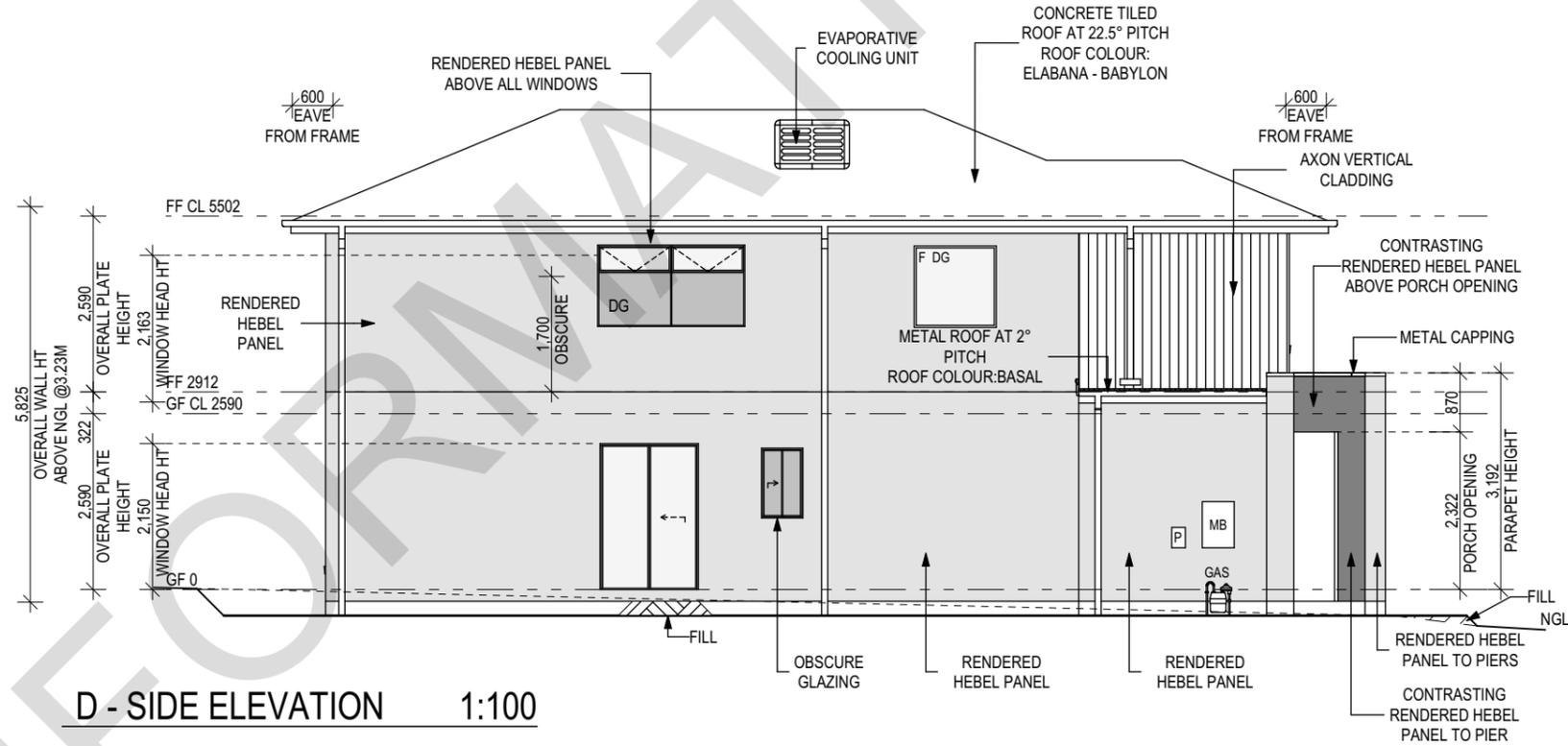
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PROVIDE FLYDOORS WITH BLACK NYLON MESH AND ALUMINIUM FRAME WITH CATCH (NO LOCK) TO ALUMINIUM SLIDING DOORS.

CONSTRUCTION JOINS:
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C - REAR ELEVATION 1:100



D - SIDE ELEVATION 1:100

FINAL

READY FOR CONSTRUCTION

DATE:26/02/2021.....

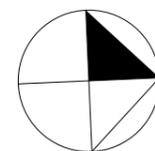


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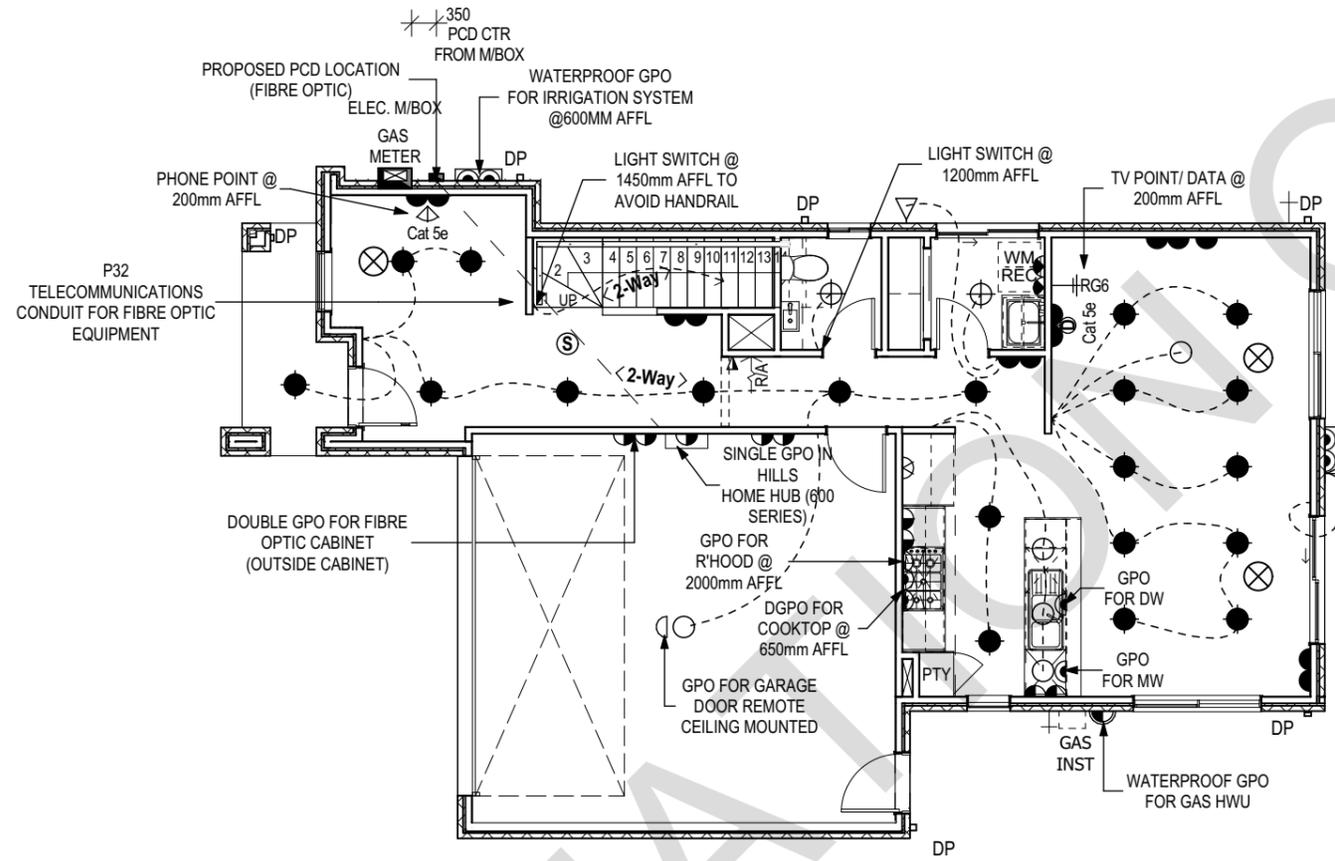
CLIENT:
G. M. V. SANCHEZ & A. A. B. RUEDA

LOT 3139 (#49) SOHO CRESCENT
WOLLERT, VIC 3750

ELEVATION C & D

HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	SCALE: 1:100	JOB No: 37487
FAÇADE: URBAN	DRAWN BY: DT	REVISION: A	DRAWING No: 5 OF 10
	TYP HEIGHT: 25/25R	ISSUED: TBC/04/19	

Electrical Legend (GF)			
	Ceiling Light 240V Recessed	20.00w	2
	Ceiling Light Batten	11.00w	5
	Ceiling Light LV Recessed LED	8.00w	20
	Water Proof Flood	15.00w	2
	DBL GPO @ 1150		4
	DBL GPO @ 1400		4
	DBL GPO @ 200		6
	DBL GPO @ 650		1
	DBL WP GPO @ 600		2
	SNGL GPO @ 1150		1
	SNGL GPO @ 1650		1
	SNGL GPO @ 200		1
	SNGL GPO @ 2000		2
	SNGL GPO @ 650		2
	SNGL WP GPO @ 1150		1
	Data Point		1
	Smoke Alarm		1
	Telephone Point		1
	Television Point		1
	Two Way Switch		2
	Ceiling Heating Duct		3
	Thermostat		1



Building Class	Total Area	Total Lights	Total Wattage	Wattage M ²	Allow. Wattage
House	157.75 M ²	59	536/W	3.40 M ²	5.00 M ²
Garage	36.73 M ²	1	11/W	0.30 M ²	3.00 M ²
Outdoor	4.12 M ²	1	8/W	1.94 M ²	4.00 M ²
Average				2.79 M²	4.00 M²

Note:
Perimeter lights have an average light source efficacy of not less than 40 Lumens/W
Average Wattage Per M² = 2.79
COMPLIES

GENERAL NOTES:

- LOCATIONS OF FIXTURES SHOWN ON PLANS ARE INDICATIVE ONLY AND MAY VARY DUE TO LOCATION OF STRUCTURAL MEMBERS AND TRUSS LAYOUTS
- LOCATIONS OF DUCTED HEATING AND AIR CONDITIONING POSITIONS MAY VARY ON SITE DUE TO MANUFACTURER'S SPECIFICATIONS

STANDARD CONNECTIONS:

- PROVIDE LIGHT POINT & SINGLE GPO IN ROOF SPACE
- WHERE INSTALLED, PROVIDE DIRECT POWER OUTLETS TO UNDER BENCH OVEN AND COOLING UNIT
- SUPPLY & INSTALLATION OF LIGHT FITTINGS ARE NOT INCLUDED. COSTINGS ALLOW ONLY FOR BATTEN HOLDERS UNO

HEATING OUTLETS TO GROUND FLOOR TO BE SQUARE AS STANDARD

*** STRUCTURED CABLING - OPTICOMM STANDARD PACK**

PROVIDE OPTICOMM PACKAGE INCLUDING:

- 1 X 1 IN 6 OUT AMPLIFIED SPLITTER
- 1 X DATA PATCH PANEL
- 1 X 6-CORE SECURITY CABLE FROM WSC TO BELOW METER BOX (300mm ABOVE GROUND LEVEL)
- 1 RG6 CABLE FROM WSC TO BELOW METER BOX (300mm ABOVE GROUND LEVEL)
- 3 CAT 5E CABLE FROM WSC TO BELOW METER BOX (300mm ABOVE GROUND)

STANDARD PHONE AND TV POINTS DELETED WHEN THIS PACKAGE IS ADDED
NOTE: ADDITIONAL DATA POINTS ARE PATCHED TO GARAGE AND ADDITIONAL PHONE POINTS ARE "DAISY CHAINED"

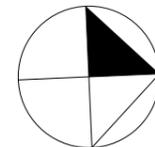
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GENERAL NOTES:
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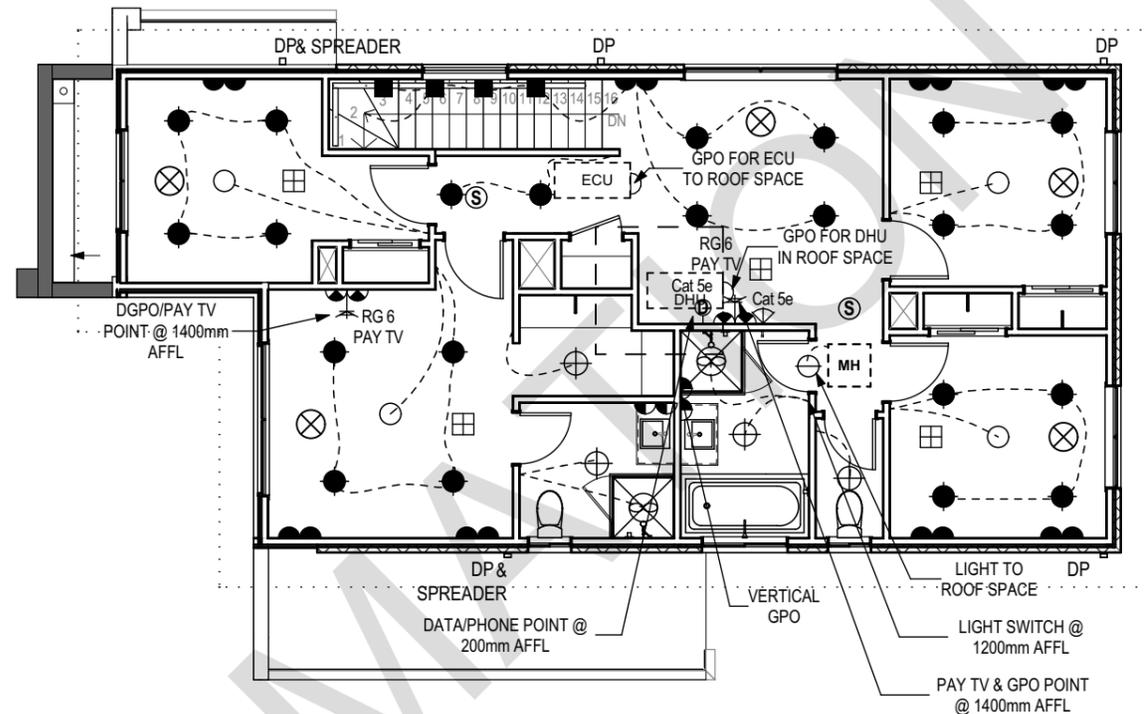


CLIENT:
G. M. V. SANCHEZ & A. A. B. RUEDA

LOT 3139 (#49) SOHO CRESCENT
WOLLERT, VIC 3750

GF ELECTRICAL PLAN		JOB No:
HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	37487
FACADE: URBAN	DRAWN BY: DT REVISION: A TYP HEIGHT: 25/25R ISSUED: TBC/04/19	SCALE: 1:100, 1:1 DRAWING No: 6 OF 10

Electrical Legend (FF)				
	Ceiling Exhaust Fan	---	2	
	Ceiling Light 240V Recessed	20.00w	4	
	Ceiling Light Batten	11.00w	4	
	Ceiling Light LV Recessed LED	8.00w	22	
	Light To Roof Space		1	
	Recessed Light			
	DBL GPO @ 1150		2	
	DBL GPO @ 1400	---	2	
	DBL GPO @ 200	---	8	
	SNGL GPO @ 2000	---	2	
	Data Point	---	1	
	Single Pay TV Point	---	2	
	Smoke Alarm	---	2	
	Telephone Point	---	1	
	Ceiling Cooling Duct	---	5	
	Ceiling Heating Duct	---	5	
	Evaporative Cooling Unit	---	1	
	Heating Unit	---	1	



GENERAL NOTES:

- LOCATIONS OF FIXTURES SHOWN ON PLANS ARE INDICATIVE ONLY AND MAY VARY DUE TO LOCATION OF STRUCTURAL MEMBERS AND TRUSS LAYOUTS
- LOCATIONS OF DUCTED HEATING AND AIR CONDITIONING POSITIONS MAY VARY ON SITE DUE TO MANUFACTURER'S SPECIFICATIONS

STANDARD CONNECTIONS:

- PROVIDE LIGHT POINT & SINGLE GPO IN ROOF SPACE
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- SUPPLY & INSTALLATION OF LIGHT FITTINGS ARE NOT INCLUDED. COSTINGS ALLOW ONLY FOR BATTEN HOLDERS UNO

RED TONGUE PLATFORM, FOR HEATER IS TO BE INSTALLED DIRECTLY ON BOTTOM TRUSS CORD - NO BEARERS UNDER PLATFORM

PROVIDE COLD WATER POINT AND SINGLE POWER POINT TO ROOF SPACE FOR EVAPORATIVE COOLING UNIT. INCLUDES UPGRADE TO ROOF TRUSSES.

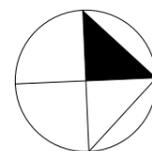
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 WOLLERT, VIC 3750

FF ELECTRICAL PLAN			JOB No:
HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	SCALE: 1:100, 1:1	37487
FACADE: URBAN	DRAWN BY: DT	REVISION: A	DRAWING No: 7 OF 10
	TYP HEIGHT: 25/25R	ISSUED: TBC/04/19	

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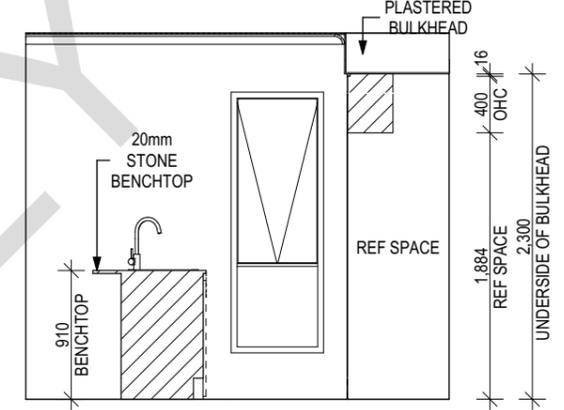
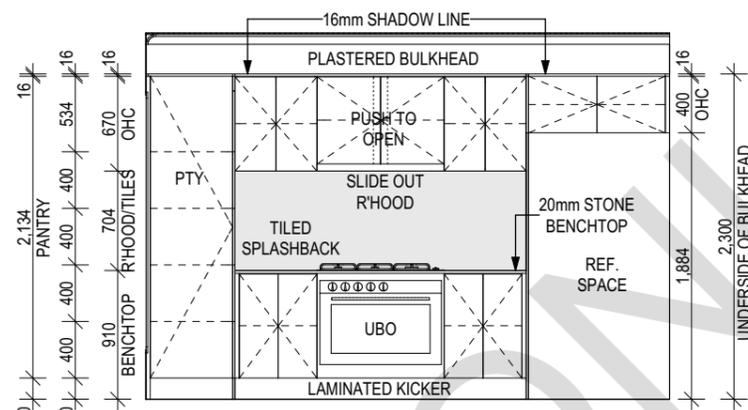
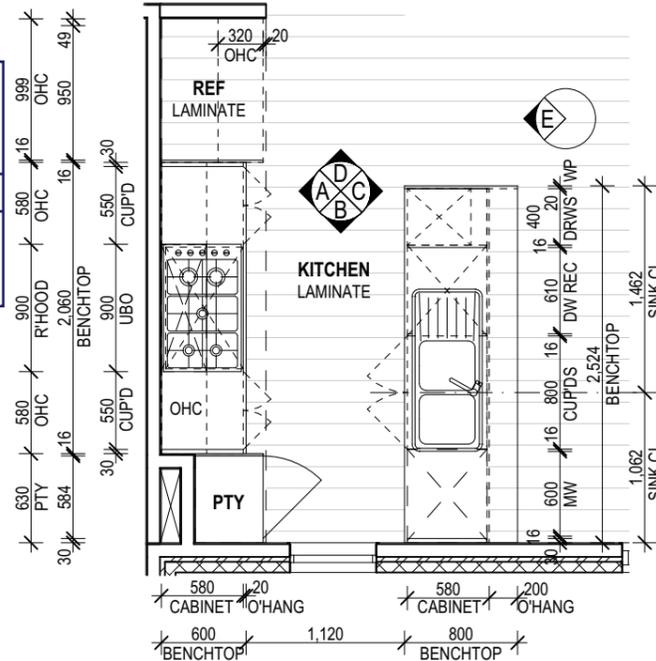
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- ALL FIXTURES AND FITTINGS ARE SHOWN INDICATIVELY.
- SHELF SUPPORTS @ MAX. 1500mm CENTRES AS FOLLOWS.
- ROBE w/ SINGLE HANGING RAIL - 300mm DEEP
- ROBE w/ DOUBLE HANGING RAIL - 300mm DEEP
- LINEN PANTRY: RECESSED 20mm BENCHTOP SURFACE OF SHELF
- ALLOW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

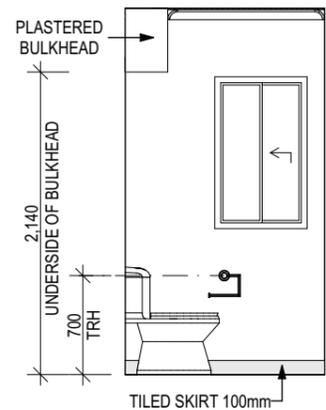
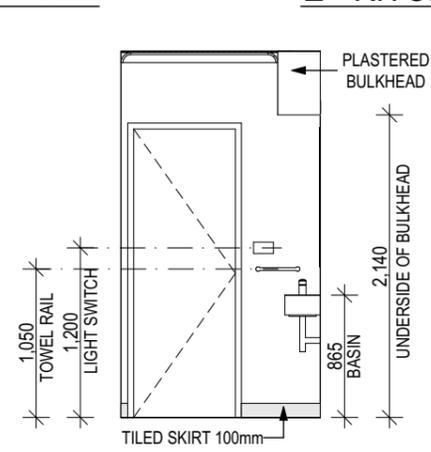
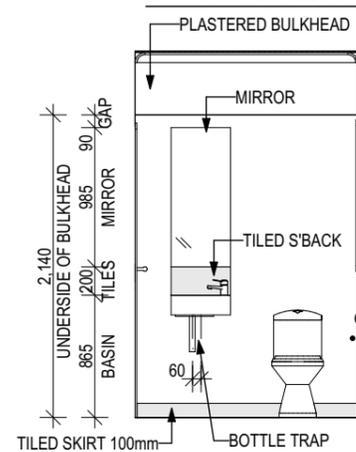
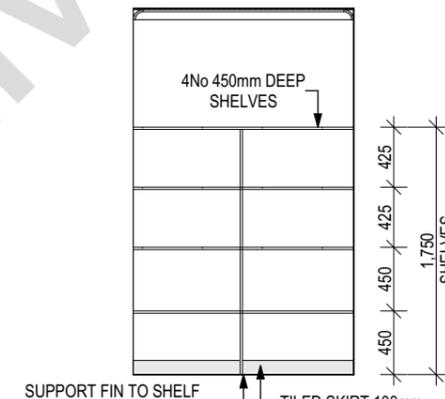
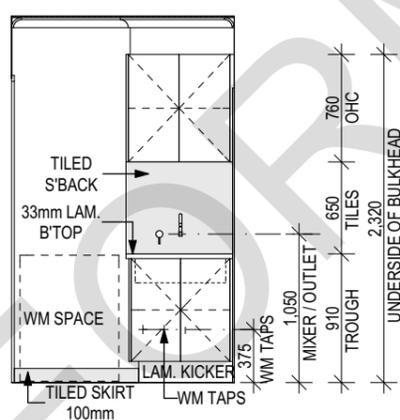
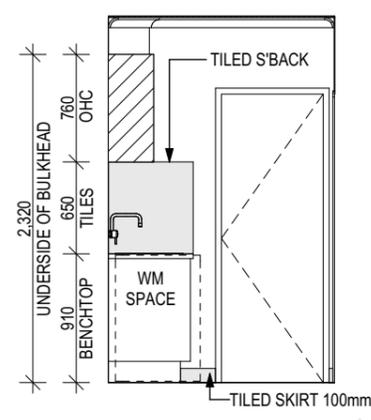
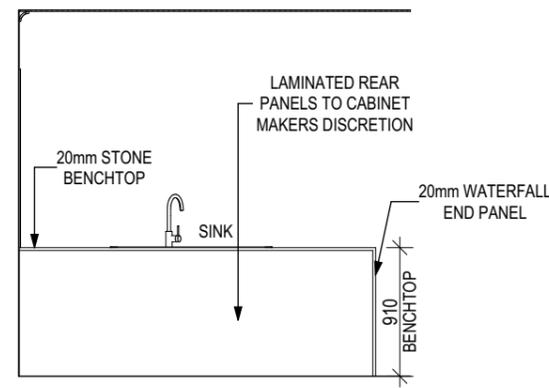
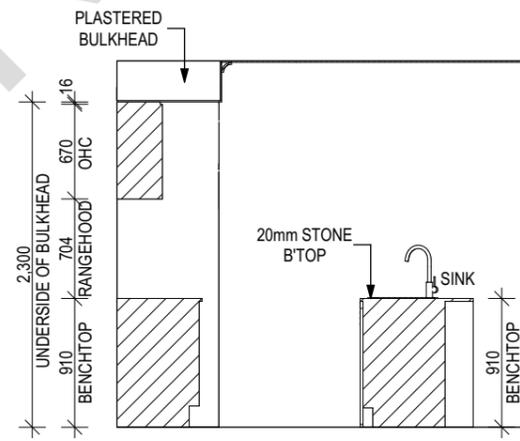
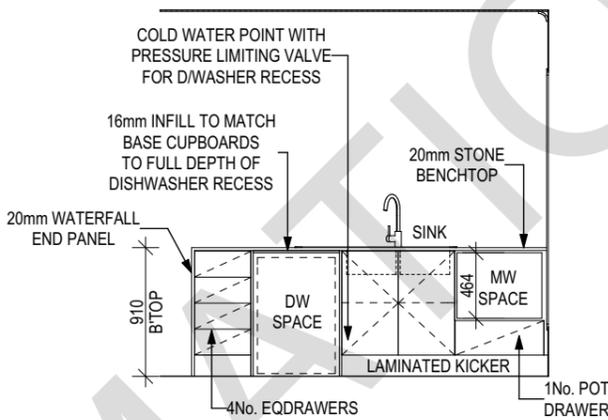
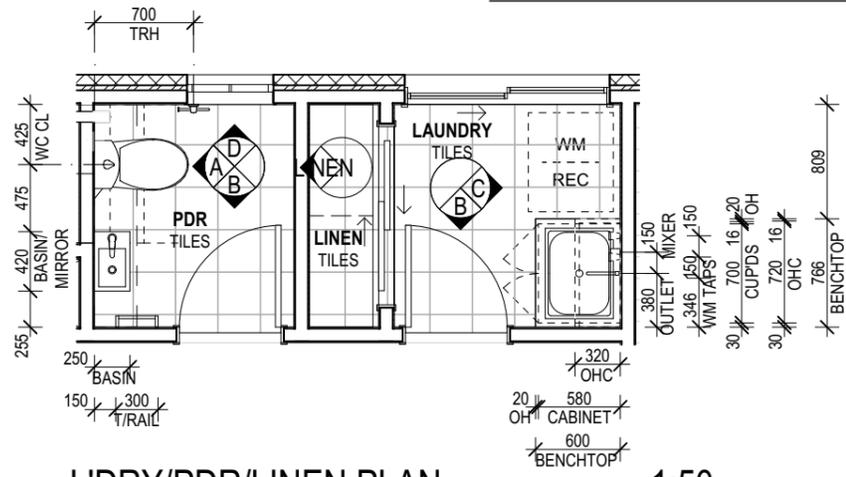
TIMBER STUDS TO BE AT 300 CTRS MAXIMUM IN WET AREAS WHERE FULL HEIGHT TILING OCCURS

LEGEND

- TILING - MAIN
- TILING - FEATURE



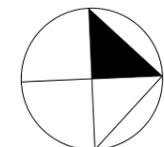
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CLIENT:
G. M. V. SANCHEZ & A. A. B. RUEDA
 LOT 3139 (#49) SOHO CRESCENT
 WOLLERT, VIC 3750

INTERALS 1		JOB No: 37487	
HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	SCALE: 1:50, 1:100	
FACADE: URBAN	DRAWN BY: DT	REVISION: A	DRAWING No: 8 OF 10
	TYP HEIGHT: 25/25R	ISSUED: TBC/04/19	

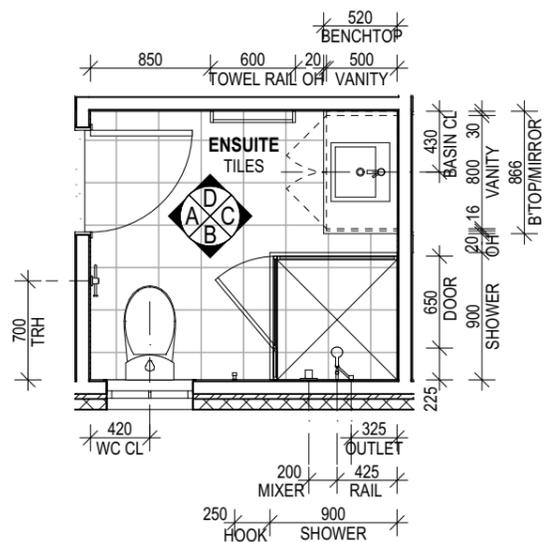
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 - ROBE w/ SINGLE HANGING RAIL: 300mm DEEP
 - ROBE w/ DOUBLE HANGING RAIL: 300mm DEEP
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 - ALLOW 5mm TOLERANCE TO ALL SIDES OF MIRROR(S)
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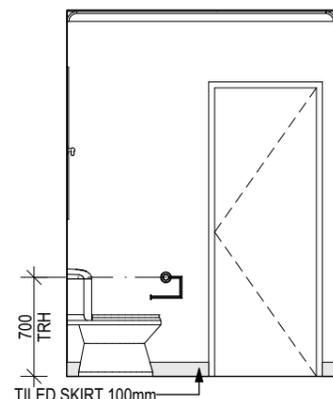
TIMBER STUDS TO BE AT 300 CTRS MAXIMUM IN WET AREAS WHERE FULL HEIGHT TILING OCCURS

LEGEND

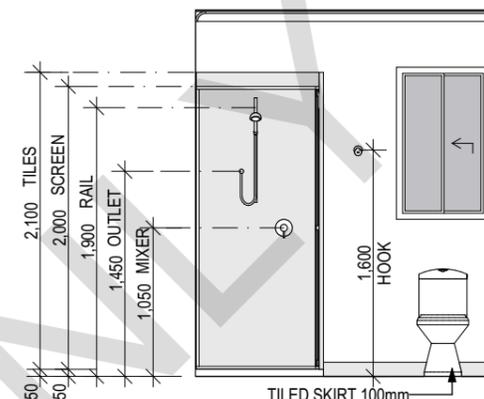
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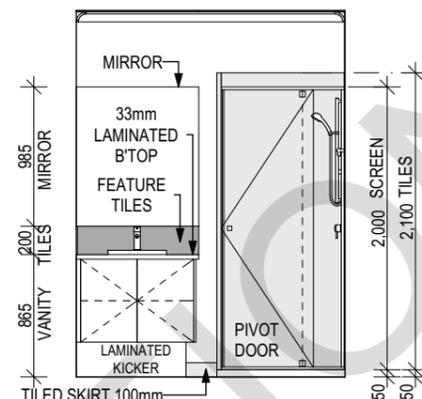
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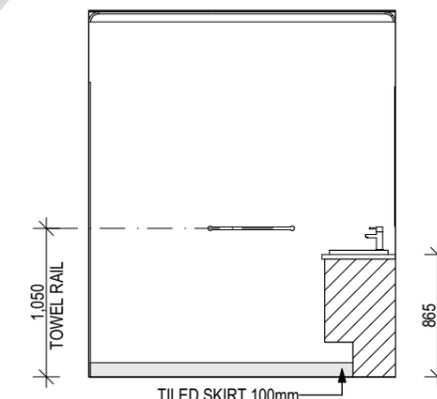
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B - ENS 1:50

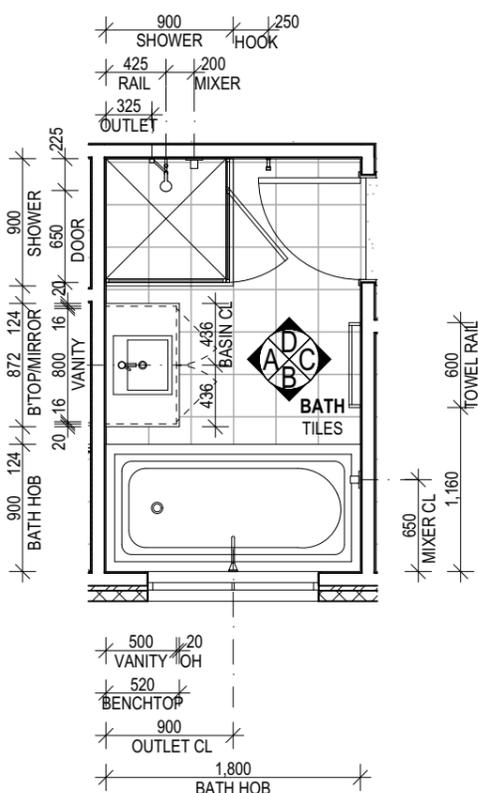


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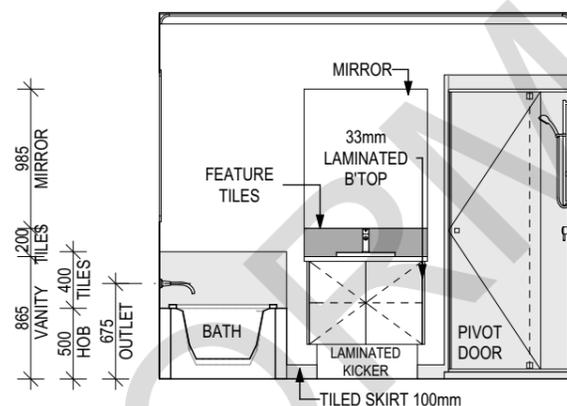


D - ENS 1:50

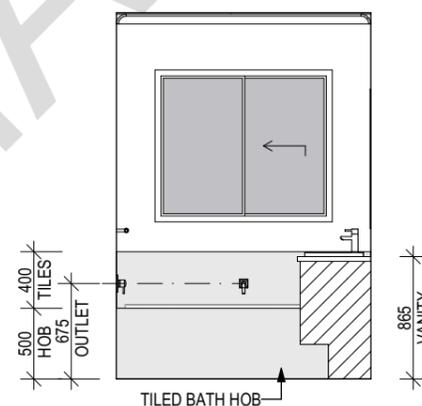
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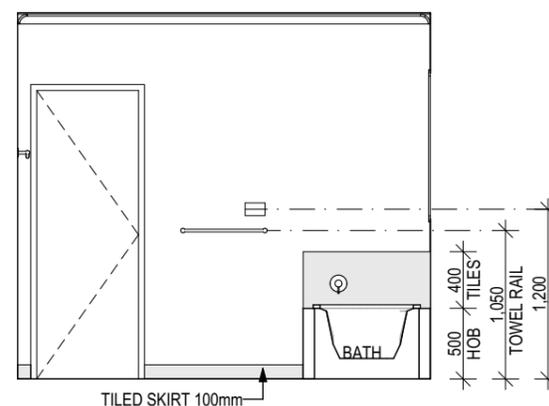
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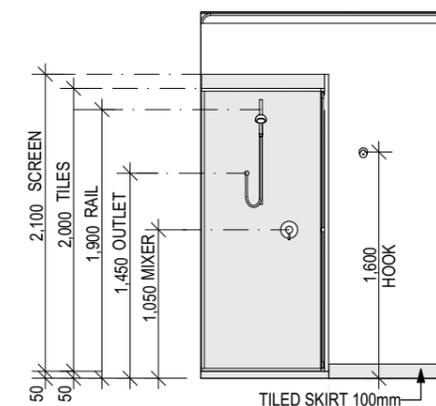
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C - BATH 1:50



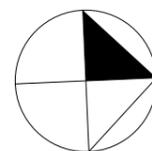
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 WOLLERT, VIC 3750

INTERNALS 2		JOB No:
HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	37487
FACADE: URBAN	DRAWN BY: DT REVISION: A TYP HEIGHT: 25/25R ISSUED: TBC/04/19	SCALE: 1:100, 1:50 DRAWING No: 9 OF 10

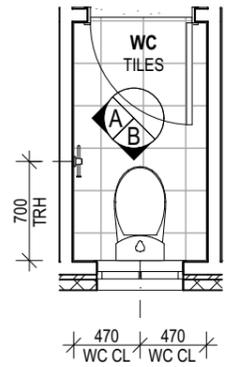
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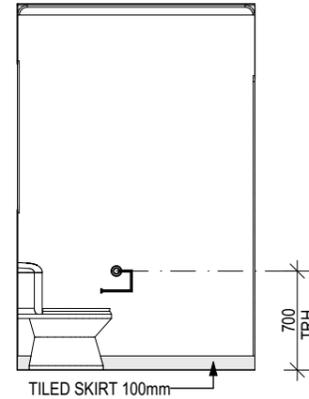
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LEGEND

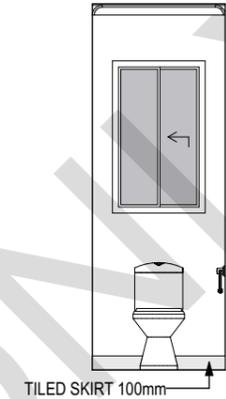
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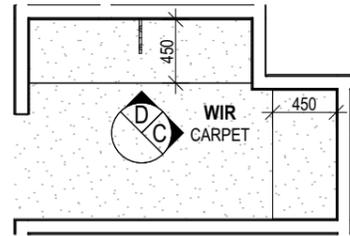
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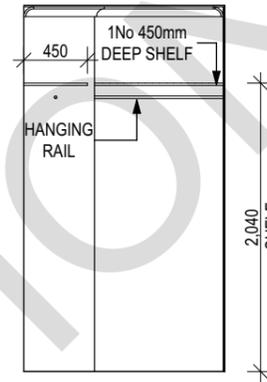
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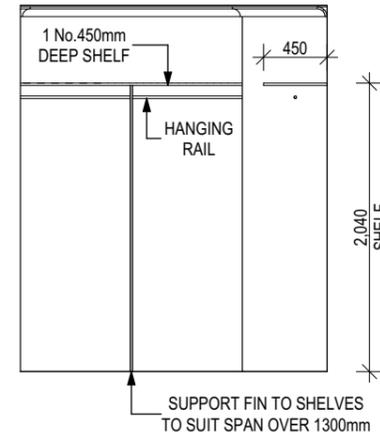
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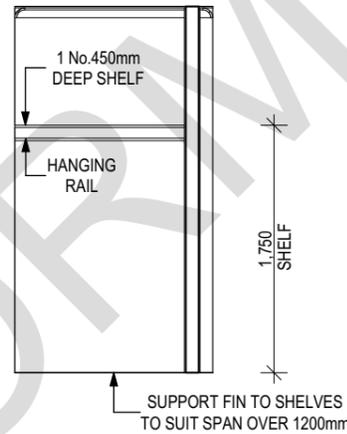
WIR PLAN 1:50



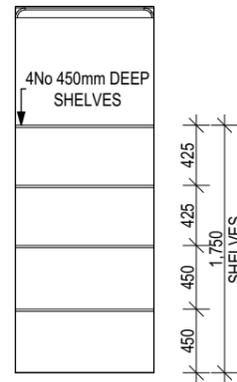
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D - WIR 1:50



A - TYP. ROBE 1:50



LINEN (FF) 1:50

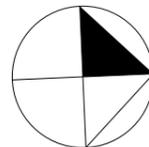
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CLIENT:
G. M. V. SANCHEZ & A. A. B. RUEDA
 LOT 3139 (#49) SOHO CRESCENT
 WOLLERT, VIC 3750

INTERNALS 3

HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	SCALE: 1:100, 1:50
FACADE: URBAN	DRAWN BY: DT	REVISION: A
	TYP HEIGHT: 25/25R	ISSUED: TBC/04/19
		DRAWING No: 10 OF 10

JOB No:
37487

LANDSCAPING BY BUILDER TO DEVELOPER REQUIREMENTS TO FRONT GARDEN ONLY

BUILDING SURVEYORS

LANDSCAPE NOTES PENDING PERMIT

Number: 2879120179388

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

LANDSCAPE LEGEND

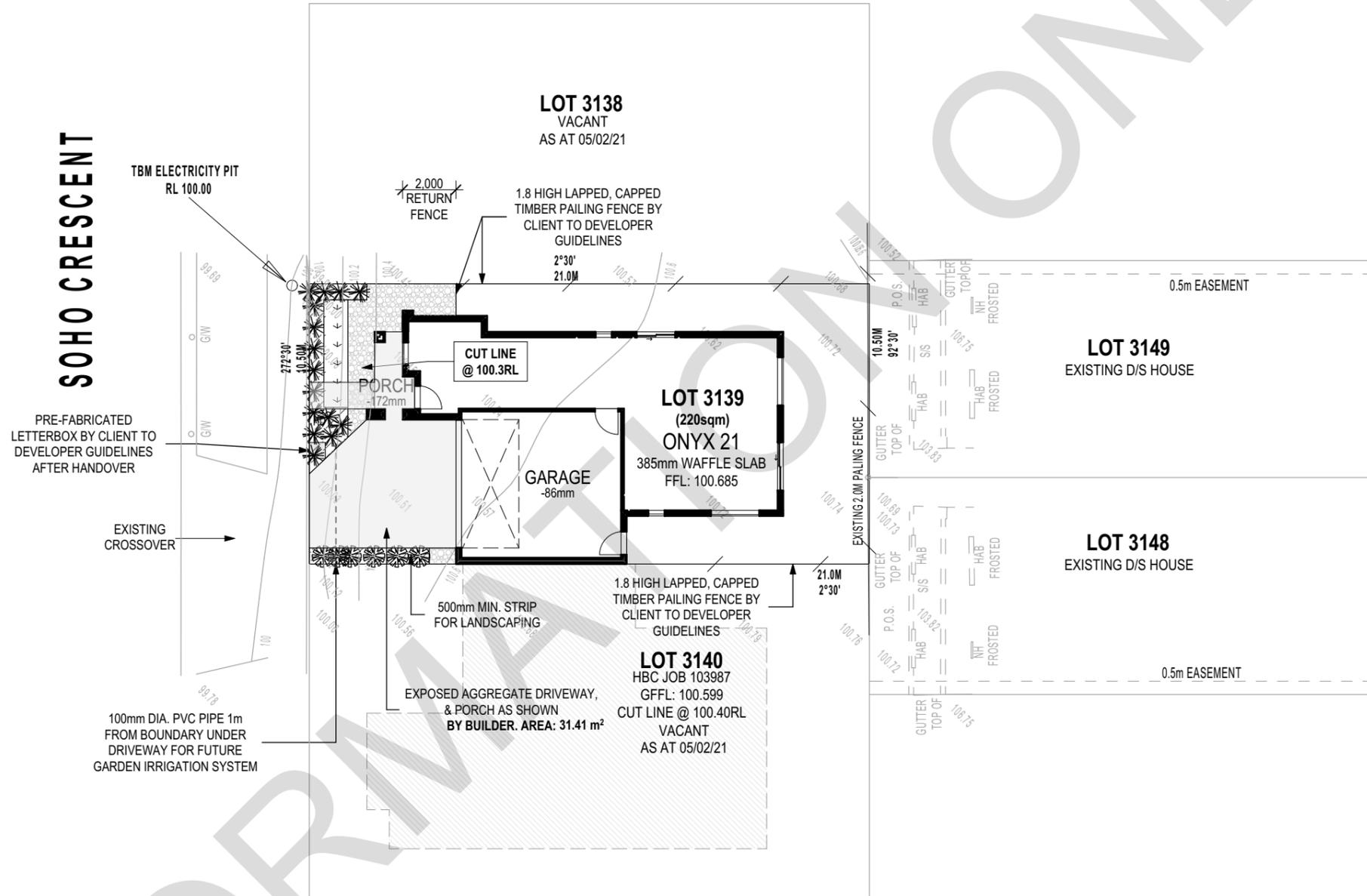
- GRASS / LAWN / TURF
- MULCH / PINE BARK
- LILYDALE PEBBLES

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

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

LILYDALE TOPPING TO EXTEND MINIMUM 1000mm FROM THE EDGE OF BUILDING.

SOHO CRESCENT



FINAL

READY FOR CONSTRUCTION

DATE:26/02/2021.....



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

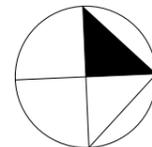
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A	DA PLANS, VO.1	NV	06/01/2020
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C	ENG	NF	15/02/2021
D	ENERGY	NF	17/02/2021

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GENERAL NOTES:

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CLIENT:
G. M. V. SANCHEZ & A. A. B. RUEDA

LOT 3139 (#49) SOHO CRESCENT
WOLLERT, VIC 3750

LANDSCAPING PLAN

HOUSE TYPE:
ONYX 21

FACADE:
URBAN

MASTER DRAWING INFO:	SCALE: 1:200
DRAWN BY: DT	REVISION: A
TYP HEIGHT: 25/25R	ISSUED: TBC/04/19

JOB No:
37487

DRAWING No:
D.1 OF 14

NOTE: ALL DIMENSIONS ARE TO THE OUTSIDE OF STUD



GROUP FOUR

BUILDING SURVEYORS

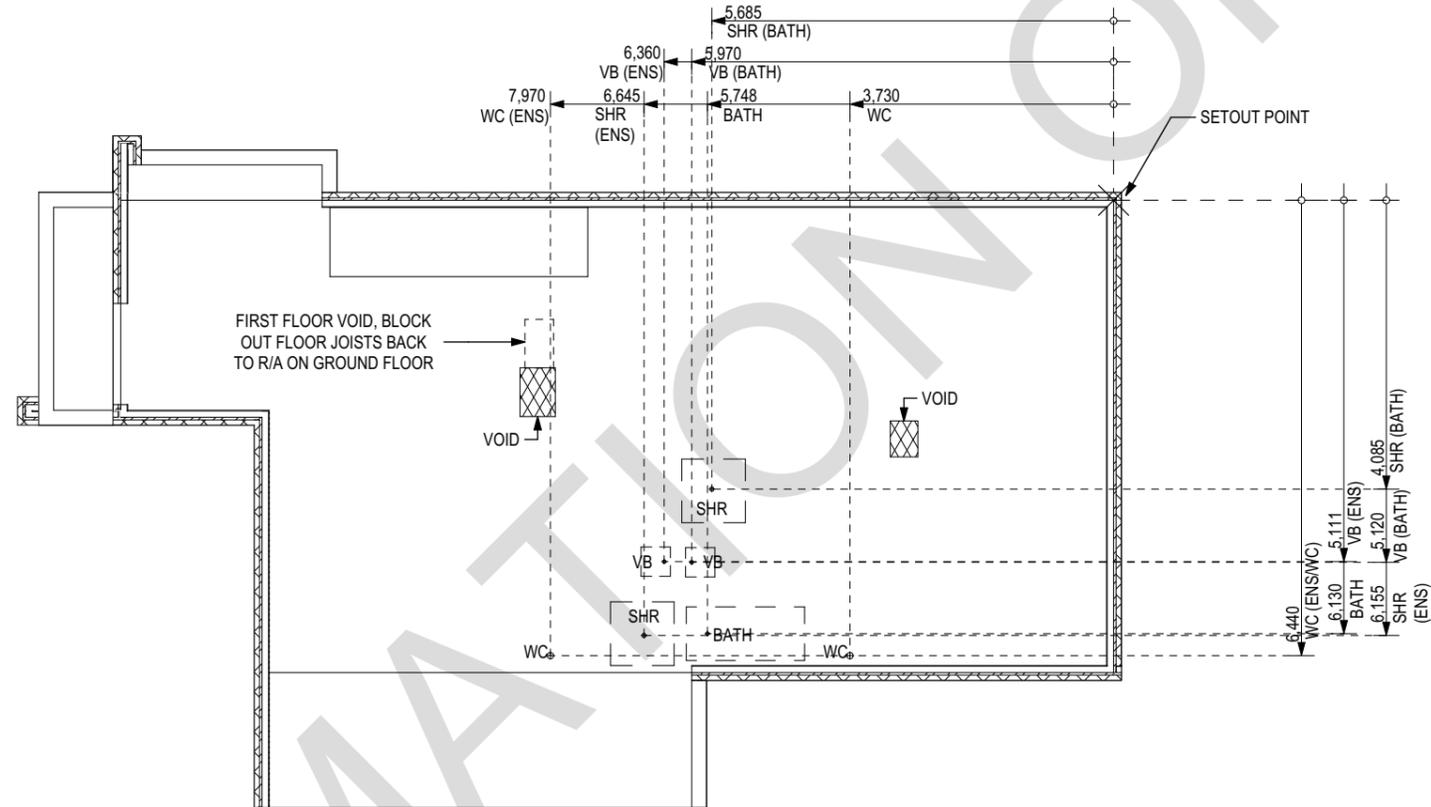
BUILDING PERMIT

Number : 2879120179386

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

Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)

Issued on 10/03/2021



FINAL

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DATE:26/02/2021.....

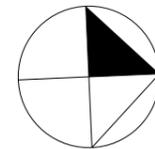


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LOT 3139 (#49) SOHO CRESCENT
WOLLERT, VIC 3750

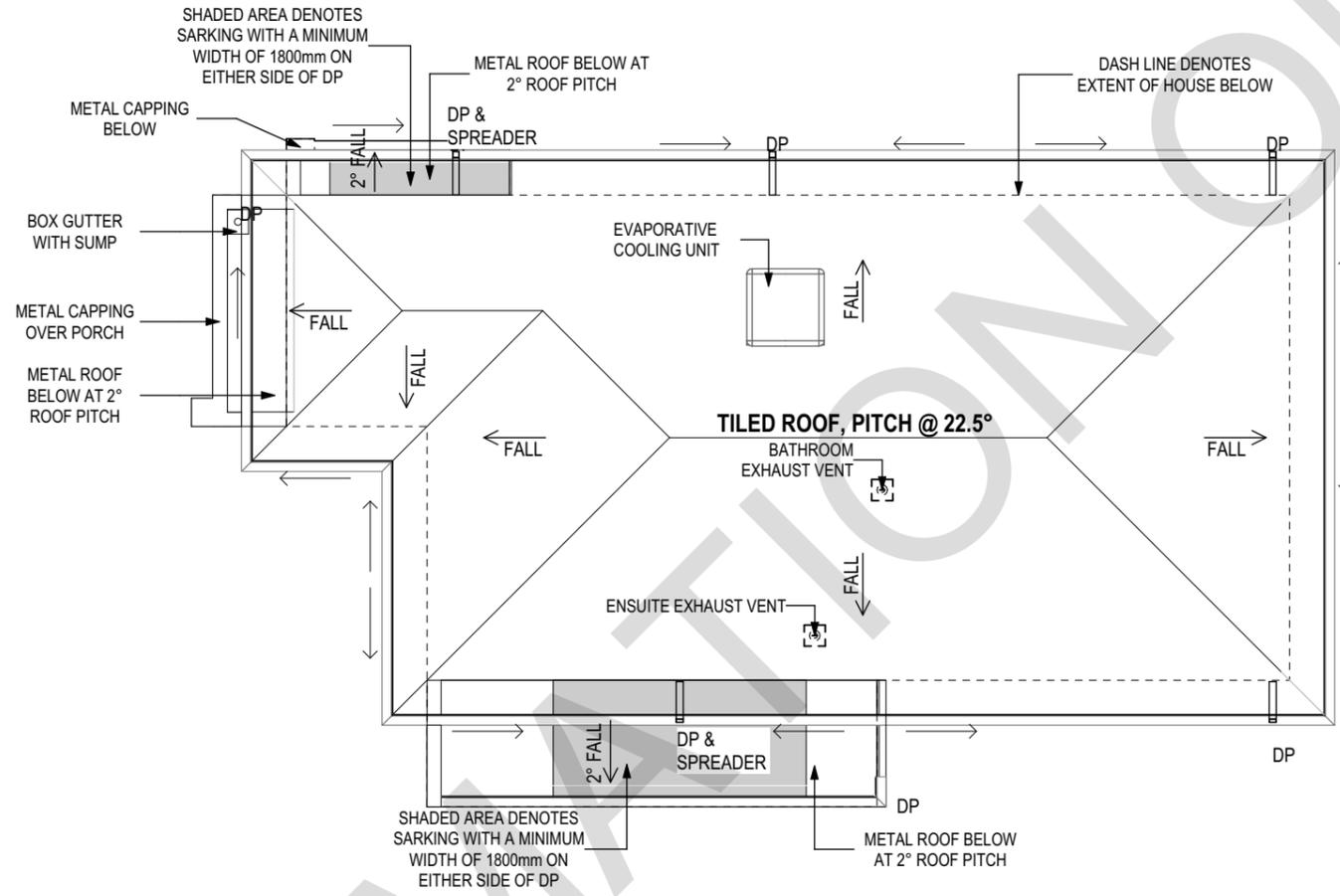
FIRST FLOOR PLUMBING PLAN

HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	SCALE: 1:100
FACADE: URBAN	DRAWN BY: DT	REVISION: A
	TYP HEIGHT: 25/25R	ISSUED: TBC/04/19

JOB No:
37487

DRAWING No:
D.3 OF 14

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BUILDING SURVEYORS
BUILDING PERMIT
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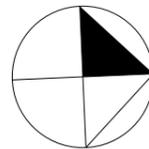
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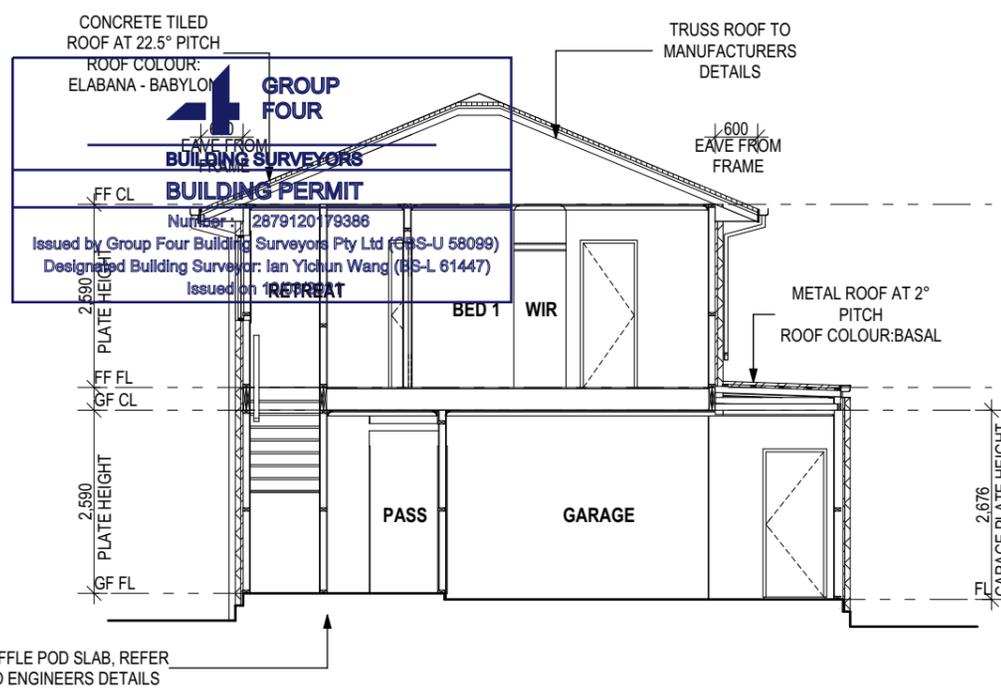
ID	NAME	BY	DATE

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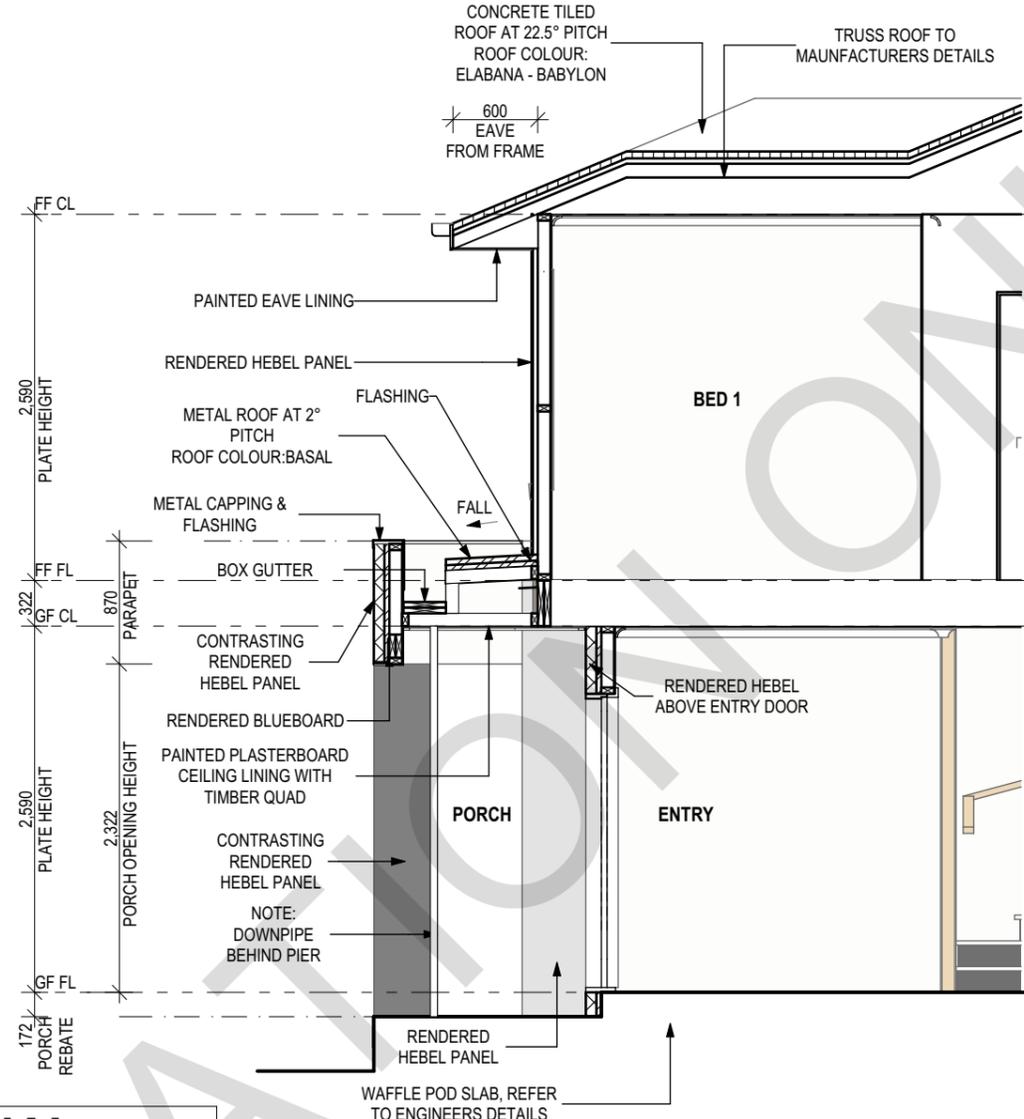


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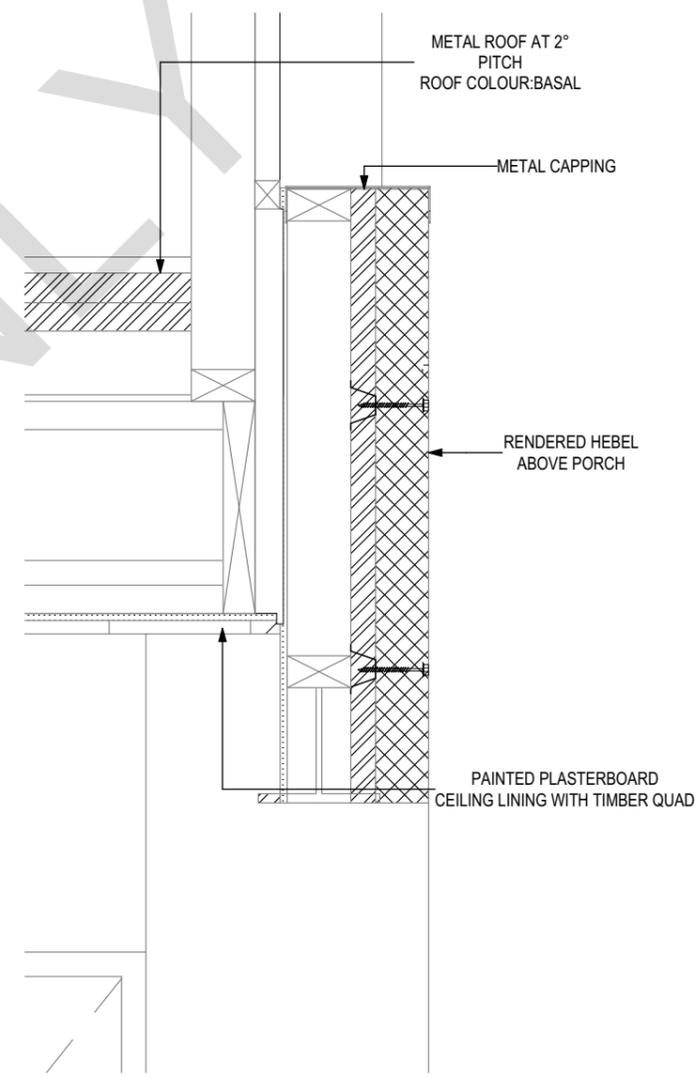
ROOF PLAN		JOB No: 37487
HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	SCALE: 1:100
FACADE: URBAN	DRAWN BY: DT	REVISION: A
	TYP HEIGHT: 25/25R	ISSUED: TBC/04/19
		DRAWING No: D.4 OF 14



S1 - SECTION 1:100



S2 - SECTION 1:50



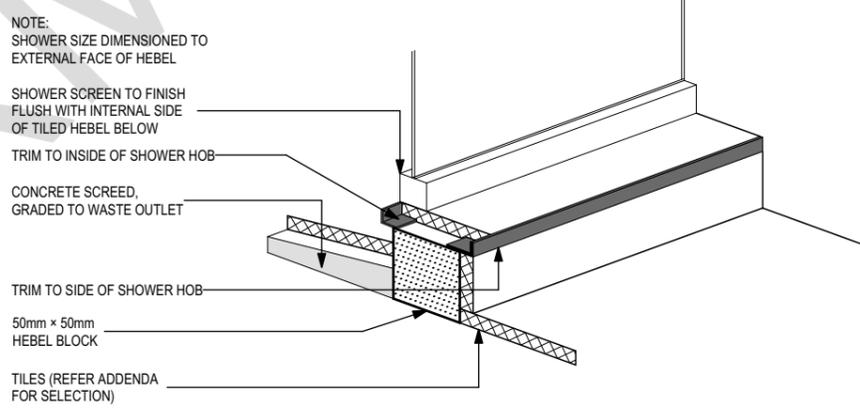
S3 - SECTION 1:10

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READY FOR CONSTRUCTION
 DATE:26/02/2021.....

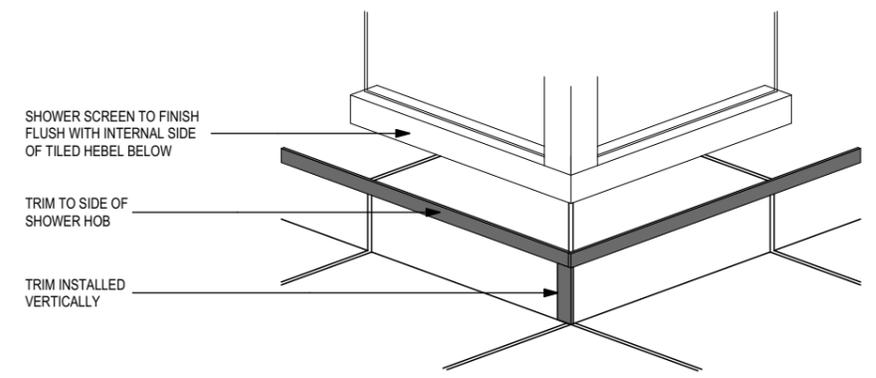
- 3.12.1.1 BUILDING FABRIC THERMAL INSULATION**
- A) WHERE REQUIRED, INSULATION MUST COMPLY WITH AS/NZS 4859.1 AND BE INSTALLED SO THAT IT -
 I) ABUTS OR OVERLAPS ADJOINING INSULATION OTHER THAN AT SUPPORTING MEMBERS SUCH AS COLUMNS, STUDS, NOGGINS, JOISTS, FURRING CHANNELS AND THE LIKE WHERE THE INSULATION MUST BUTT AGAINST THE MEMBER; AND
 II) FORMS A CONTINUOUS BARRIER WITH CEILINGS, WALLS, BULKHEADS, FLOORS OR THE LIKE THAT INHERENTLY CONTRIBUTE TO THE THERMAL BARRIER; AND
 III) DOES NOT AFFECT THE SAFE OR EFFECTIVE OPERATION OF A DOMESTIC SERVICE OR FITTING
- B) WHERE REQUIRED, REFLECTIVE INSULATION MUST BE INSTALLED WITH -
 I) THE NECESSARY AIRSPACE, TO ACHIEVE THE REQUIRED R-VALUE BETWEEN A REFLECTIVE SIDE OF THE REFLECTIVE INSULATION AND A BUILDING LINING OR CLADDING; AND
 II) THE REFLECTIVE INSULATION CLOSELY FITTED AGAINST ANY PENETRATION, DOOR OR WINDOW OPENING; AND
 III) THE REFLECTIVE INSULATION ADEQUATELY SUPPORTED BY FRAMING MEMBERS; AND
 IV) EACH ADJOINING SHEET OF ROLL MEMBRANE BEING -
 A) OVERLAPPED NOT LESS THAN 150MM; OR
 B) TAPED TOGETHER.
- C) WHERE REQUIRED, BULK INSULATION MUST BE INSTALLED SO THAT -
 I) IT MAINTAINS ITS POSITION AND THICKNESS, OTHER THAN WHERE IT CROSSES ROOF BATTENS, WATER PIPES, ELECTRICAL CABLING OR THE LIKE; AND
 II) IN A CEILING, WHERE THERE IS NO BULK INSULATION OR REFLECTIVE INSULATION IN THE EXTERNAL WALL BENEATH, IT OVERLAPS THE EXTERNAL WALL BY NOT LESS THAN 50MM.

ENERGY EFFICIENCY REQUIREMENTS					
	BULK R-VALUE	TYPE OF FOIL	NUMBER OF LAYER	POSITION OF FOIL	NOTES
CEILINGS	6.0	AG	1	UNDER ROOFING MATERIAL	NO BULK INSULATION IN GARAGE
WALLS	2.5	AG	1	ON OUTSIDE OF STUD FRAME	R2.5 BULK WALLS BETWEEN GARAGE/DWELLING
FLOORS	N/A	N/A	N/A		WAFFLEPOD (AS PER CSIRO SPECIFICATION)
WALLS INT.	N/A	N/A	N/A		
DBL STOREY	2.5	N/A	N/A		BULK INSULATION TO OVERHANGING FLOORS

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



SHOWER HOB TRIM DETAIL 1:5

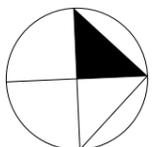


SHOWER HOB CORNER TRIM DETAIL 1:5

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 DOCKLANDS, VIC 3008
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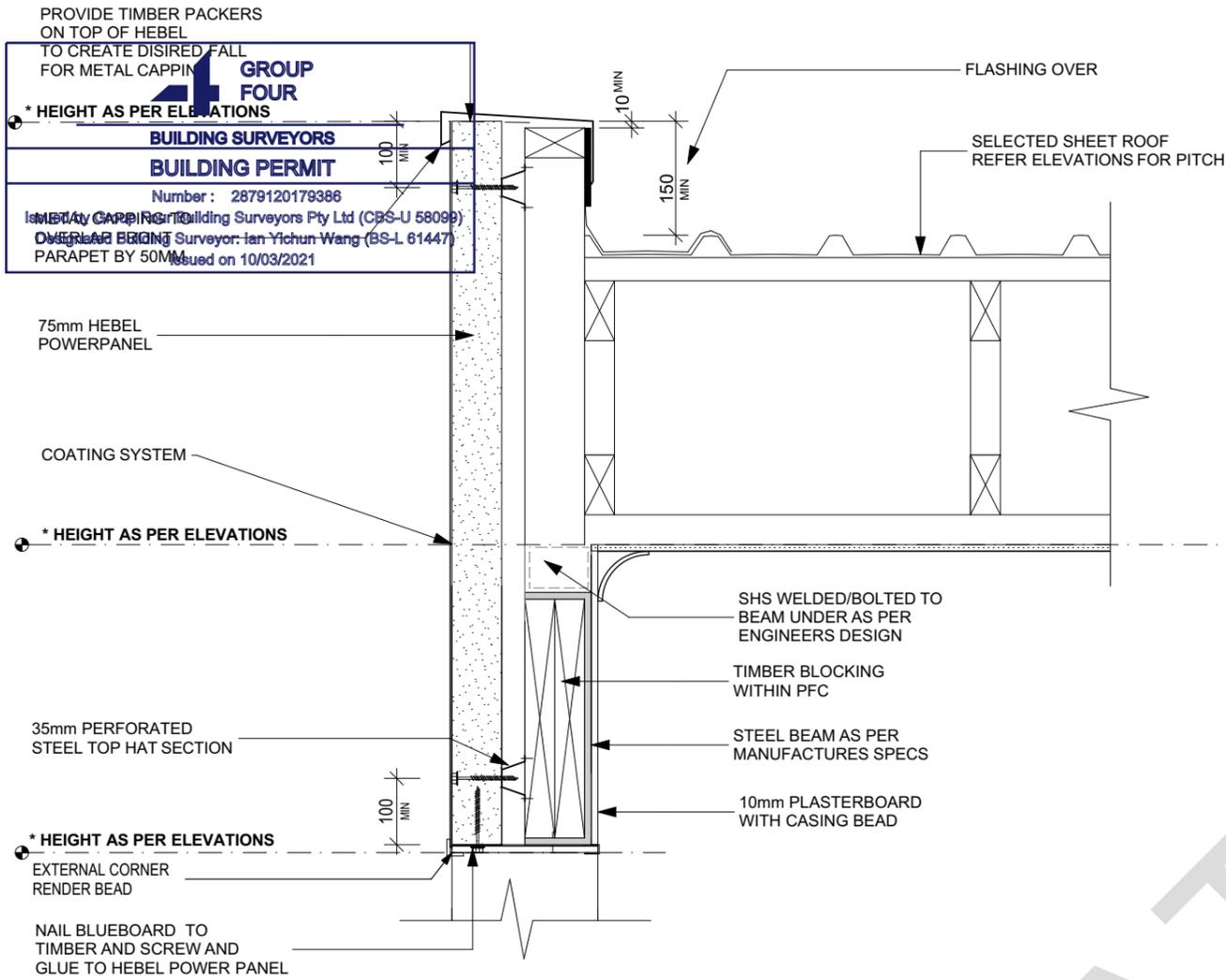
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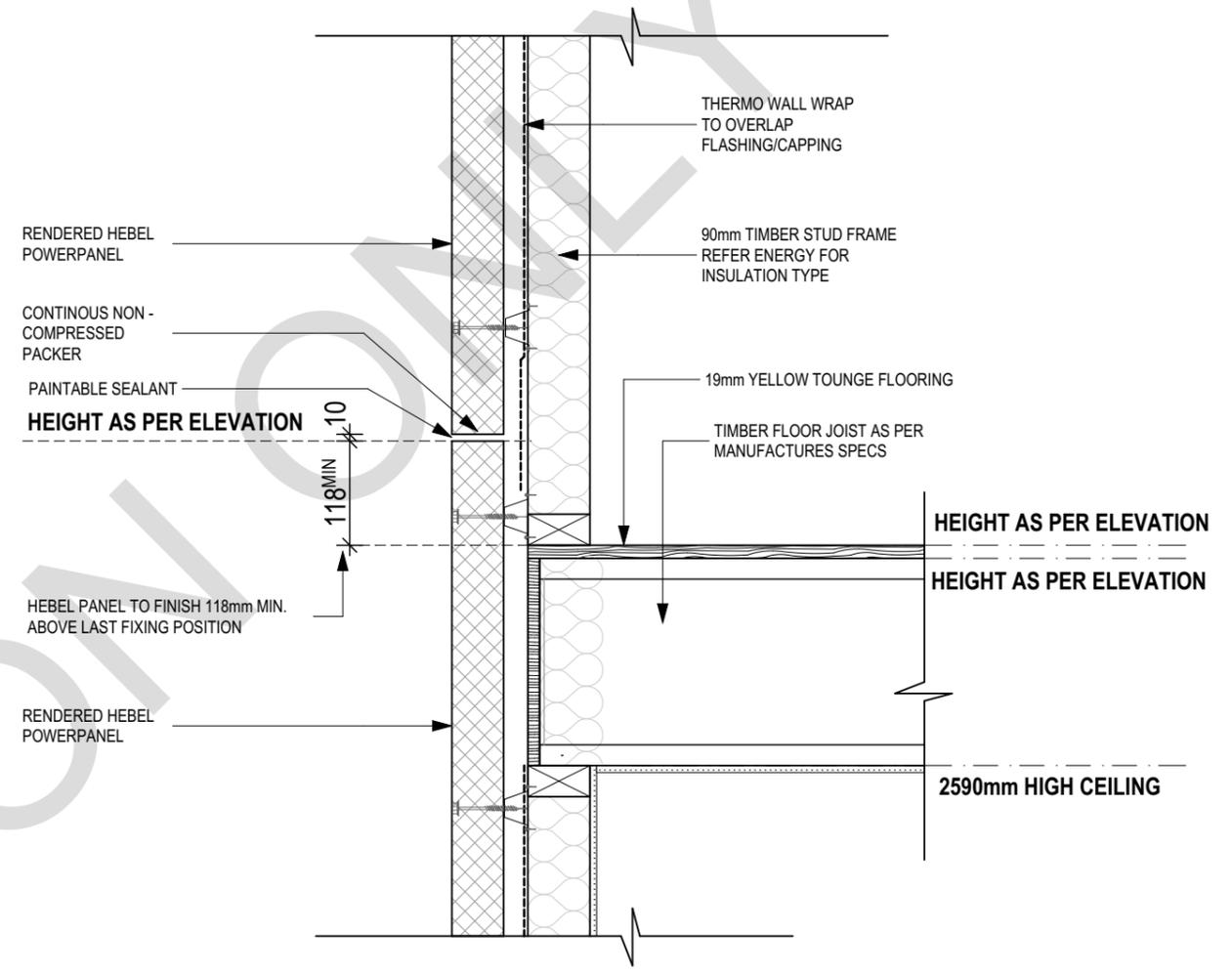


CLIENT:
G. M. V. SANCHEZ & A. A. B. RUEDA
 LOT 3139 (#49) SOHO CRESCENT
 WOLLERT, VIC 3750

SECTIONS		MASTER DRAWING INFO:		SCALE:	JOB No:
HOUSE TYPE:	ONYX 21	DRAWN BY:	DT	1:100, 1:50, 1:10, 1:5	37487
FACADE:	URBAN	REVISION:	A	DRAWING No:	D.5 OF 14
		TYP HEIGHT:	25/25R	ISSUED:	TBC/04/19



GARAGE OPENING DETAIL - PARAPET BEAM & HEBEL - BUILD OVER GARAGE
1:10



FIRST FLOOR JUNCTION DETAIL HEBEL VENEER - 2590mm HIGH CEILING
1:10

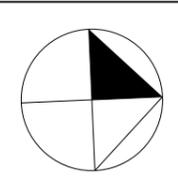
FINAL
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DATE:26/02/2021.....

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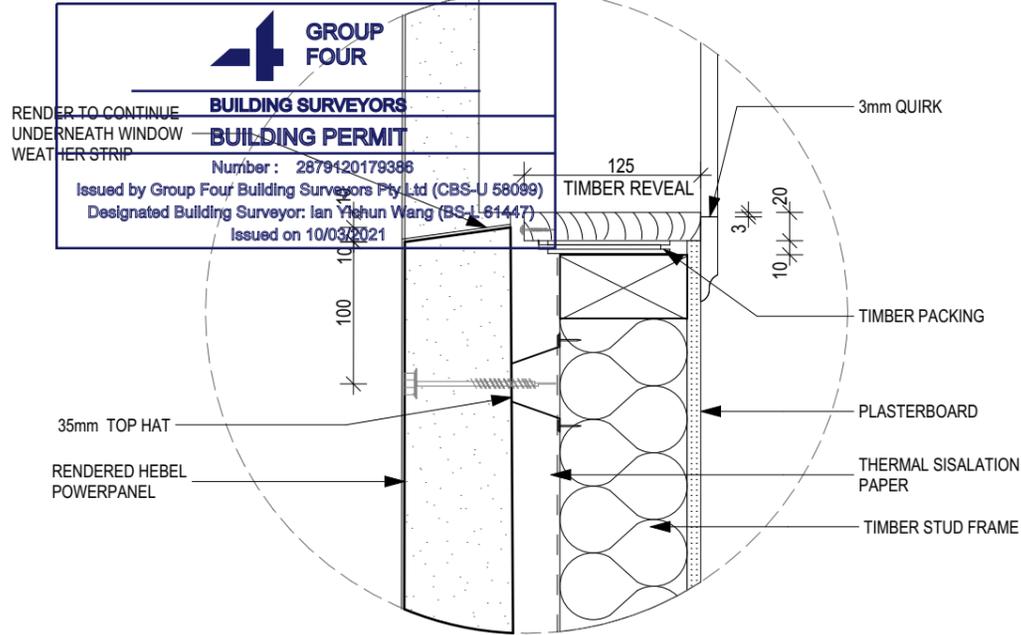


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LOT 3139 (#49) SOHO CRESCENT
WOLLERT, VIC 3750

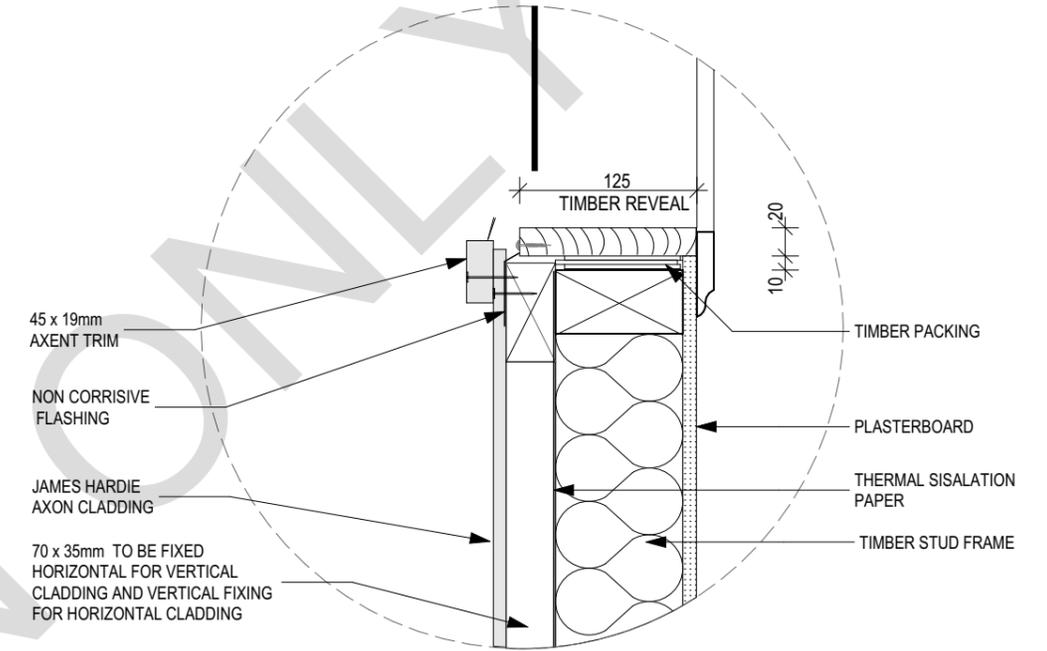
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JOB No:
37487

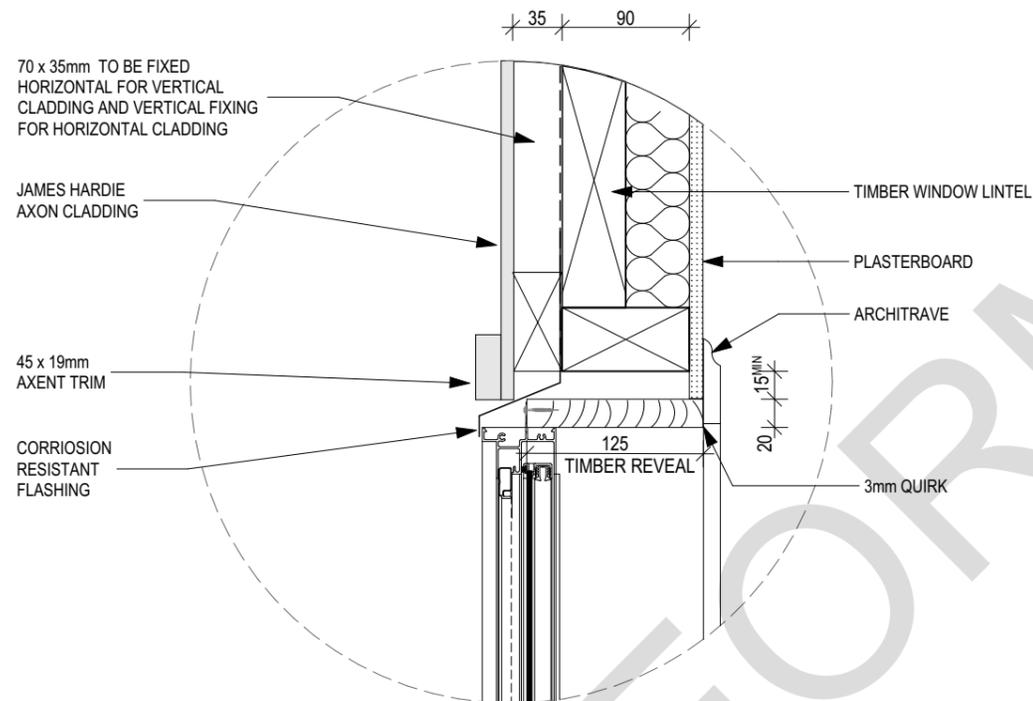


HEBEL SILL DETAIL
1:5

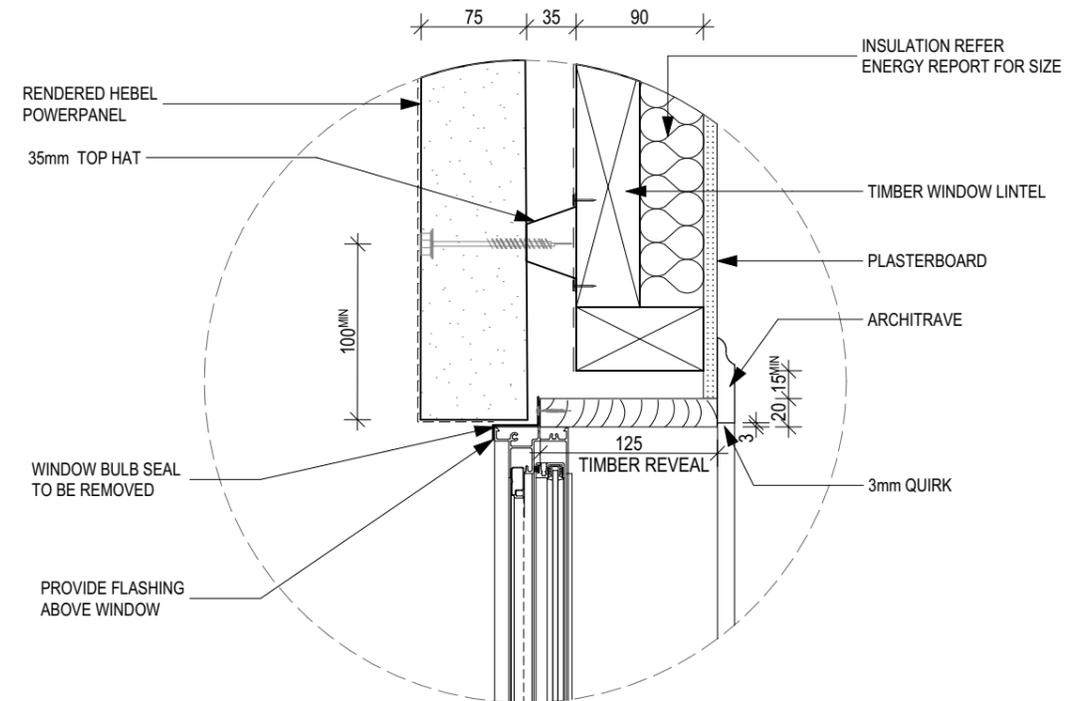
FINAL
READY FOR CONSTRUCTION
DATE:26/02/2021.....



AXON CLADDING SILL DETAIL
1:5



AXON CLADDING HEADER DETAIL
1:5



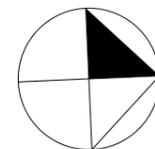
HEBEL HEADER DETAIL
1:5

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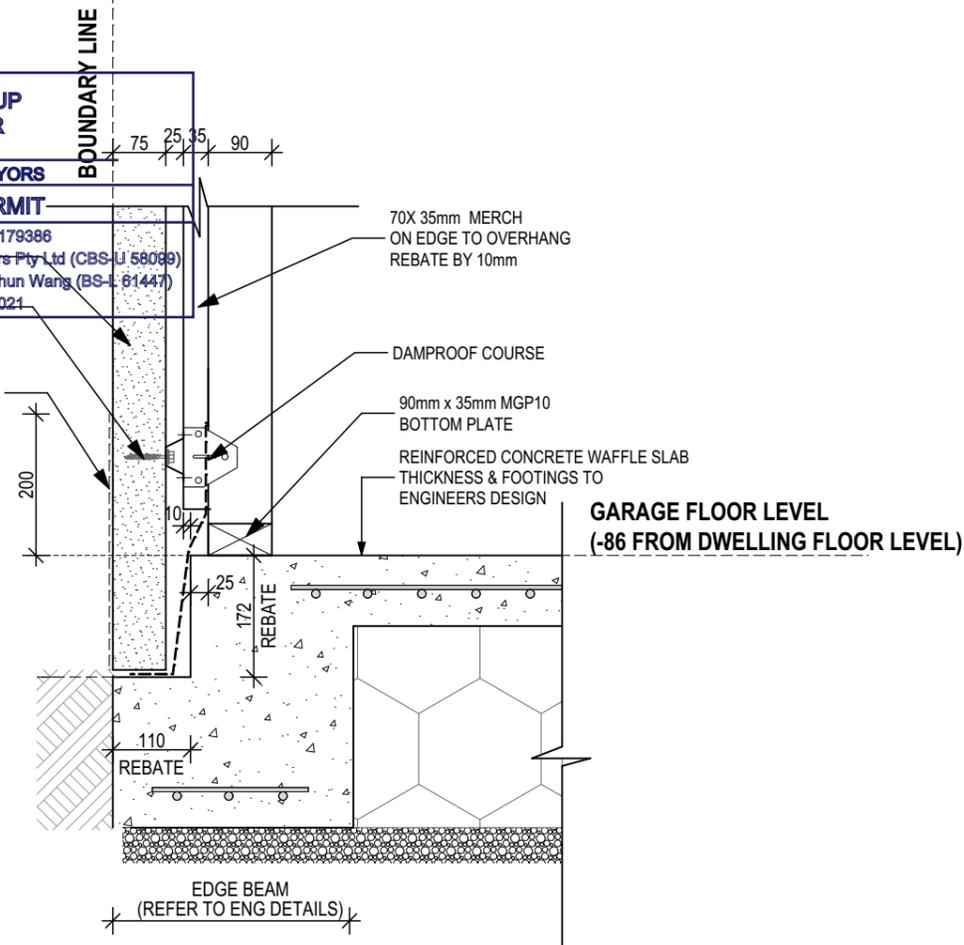


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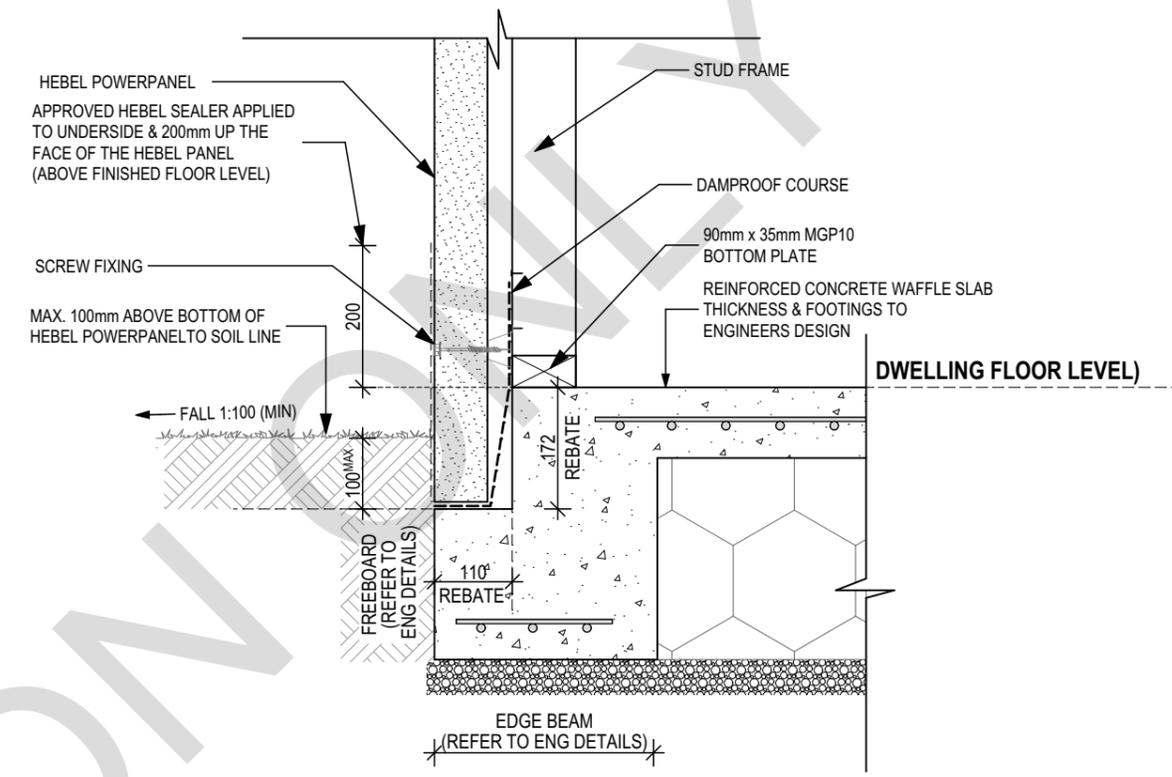
LOT 3139 (#49) SOHO CRESCENT
WOLLERT, VIC 3750

DETAILS		JOB No:
HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	37487
FACADE: URBAN	DRAWN BY: DT REVISION: A TYP HEIGHT: 25/25R ISSUED: TBC/04/19	SCALE: 1:5 DRAWING No: D.7 OF 14

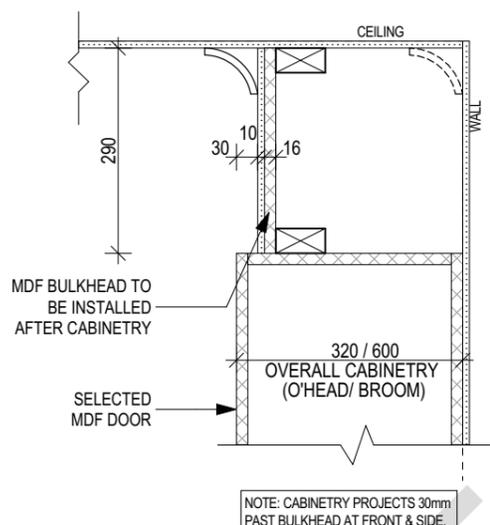
GROUP FOUR
BUILDING SURVEYORS
BUILDING PERMIT
 Number: 2679120179386
 Issued by: **CPA Building Surveyors Pty Ltd (CBS-U 58099)**
 Designated Building Surveyor: Ian Yichun Wang (BS-L 81447)
 SCREW FIXING — Issued on 10/03/2021



FOOTING JUNCTION DETAIL HEBEL VENEER (GARAGE)
1:10

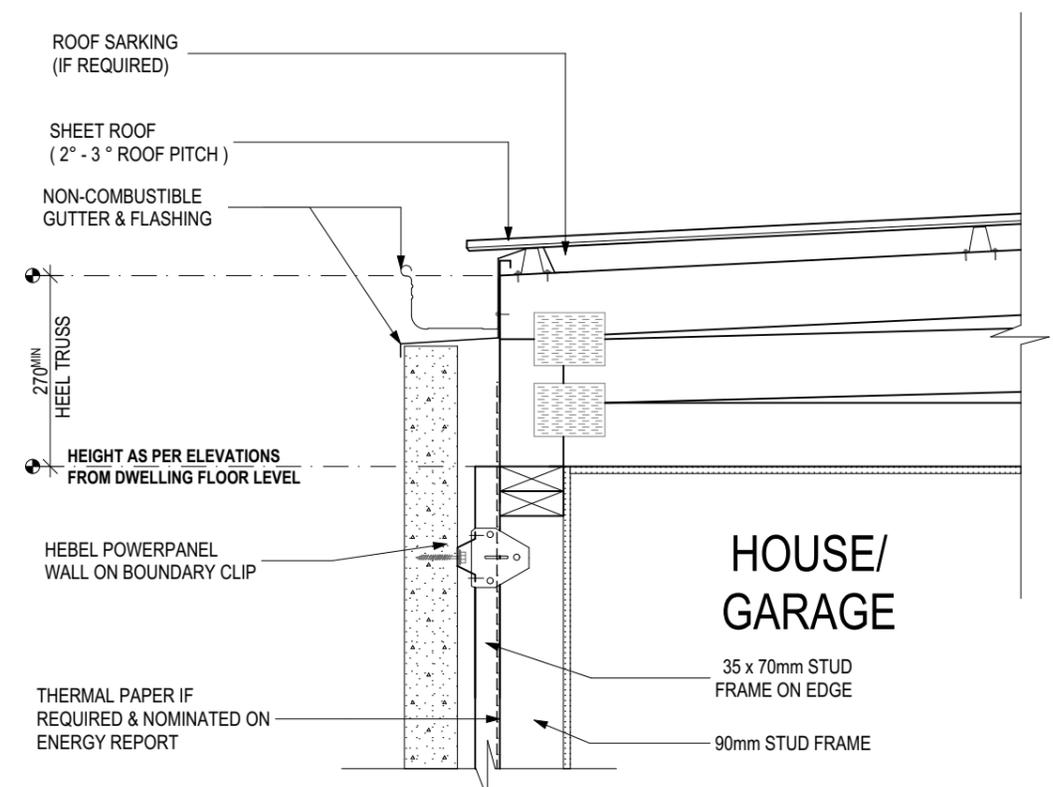


FOOTING JUNCTION DETAIL HEBEL VENEER
1:10



LAUNDRY BULKHEAD & CUPBOARD DETAIL
1:10

FINAL
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 DATE: 26/02/2021



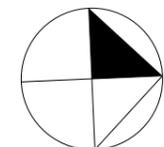
FIRE SEPARATION DETAIL GUTTER ON HEBEL
1:10

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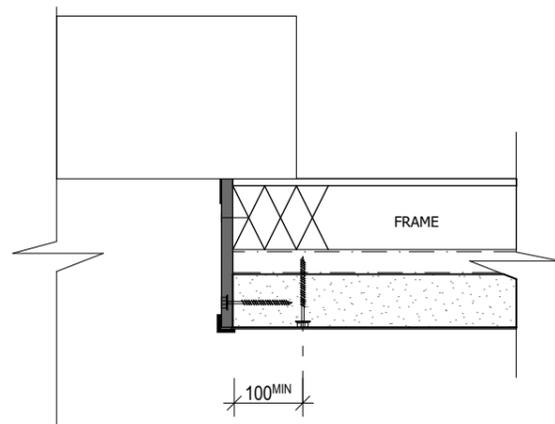
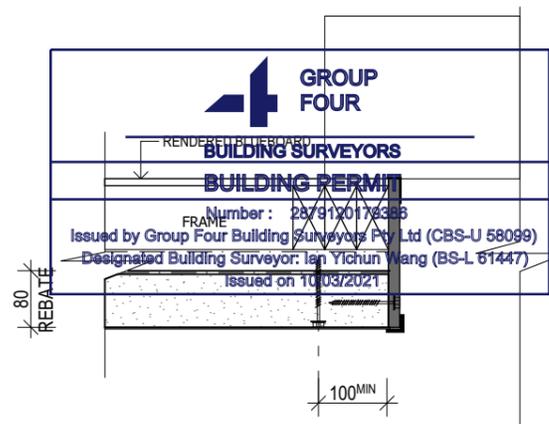
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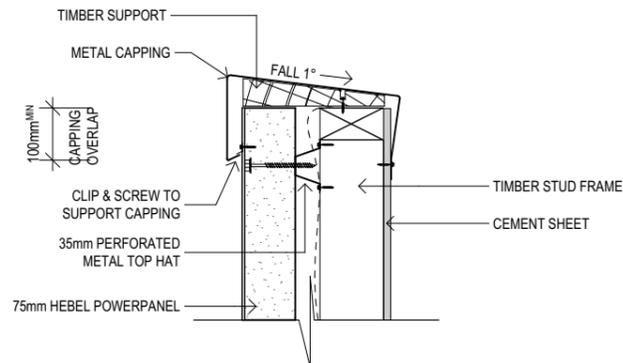
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FACADE: URBAN	TYP HEIGHT: 25/25R	ISSUED: TBC/04/19	DRAWING No: D.8 OF 14

JOB No:
37487



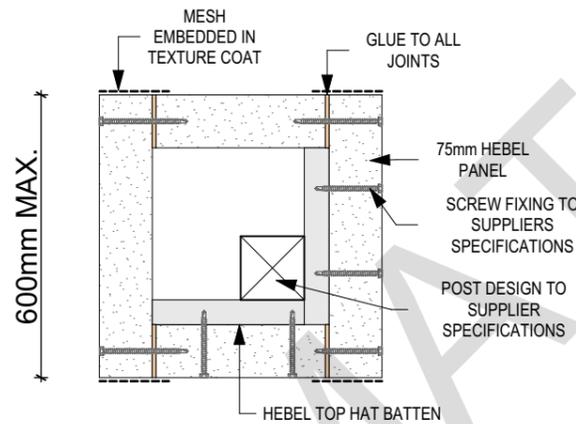
HEBEL GARAGE OPENING DETAIL (WEATHERSTRIP)

1:10



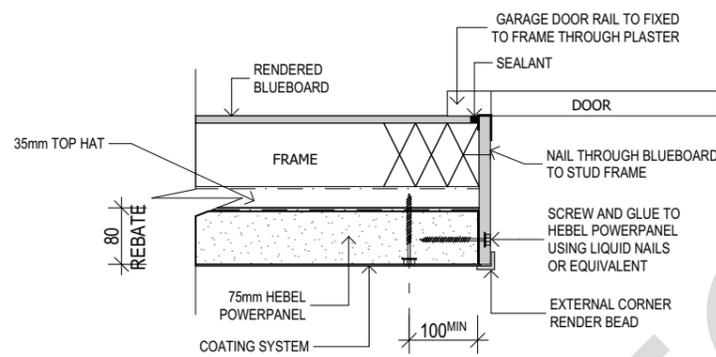
PARAPET CAPPING DETAIL

1:10



HEBEL PIER DETAIL

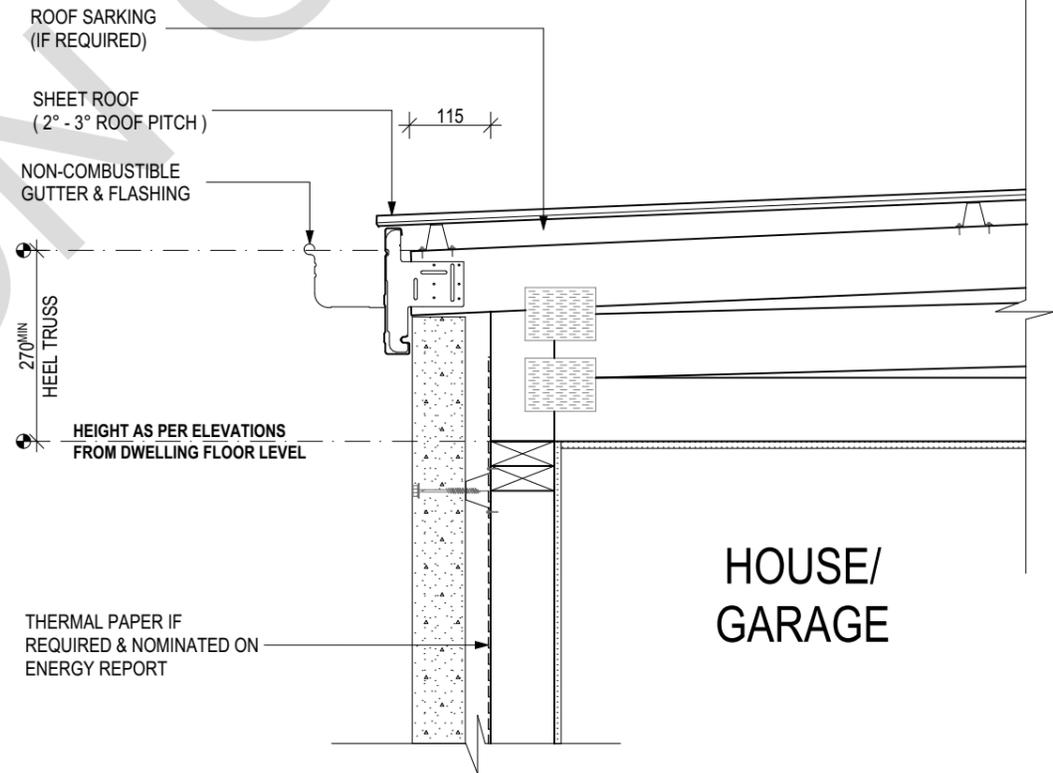
1:10



GARAGE DOOR JAMB DETAIL

1:10

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FIRE SEPARATION DETAIL HEBEL - 0mm EAVE

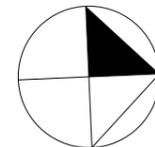
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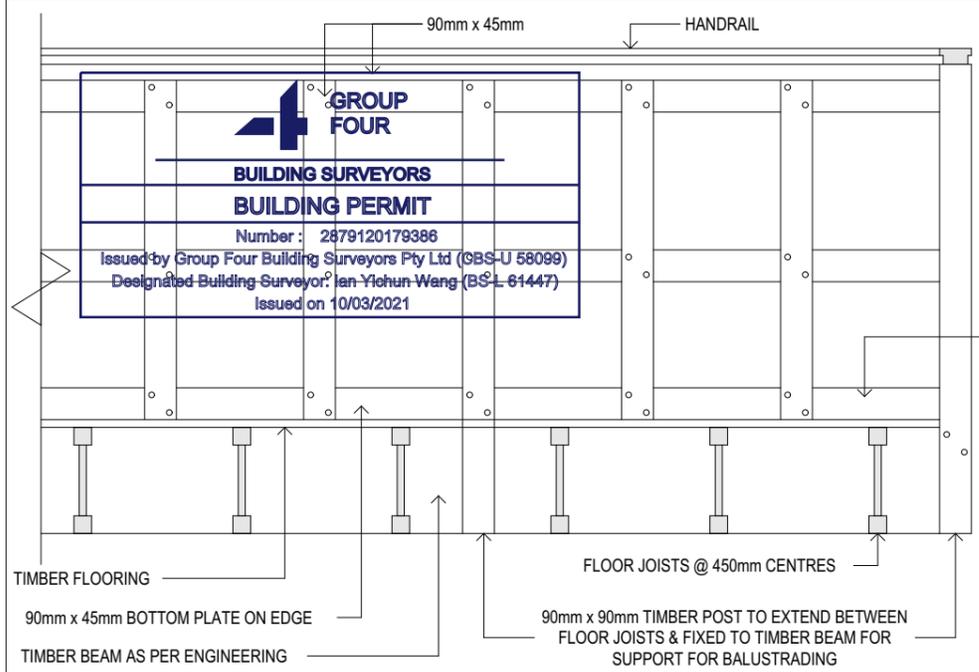
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DETAILS

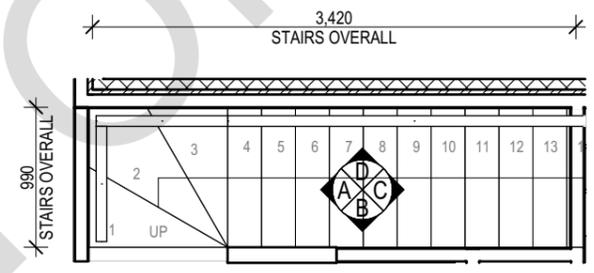
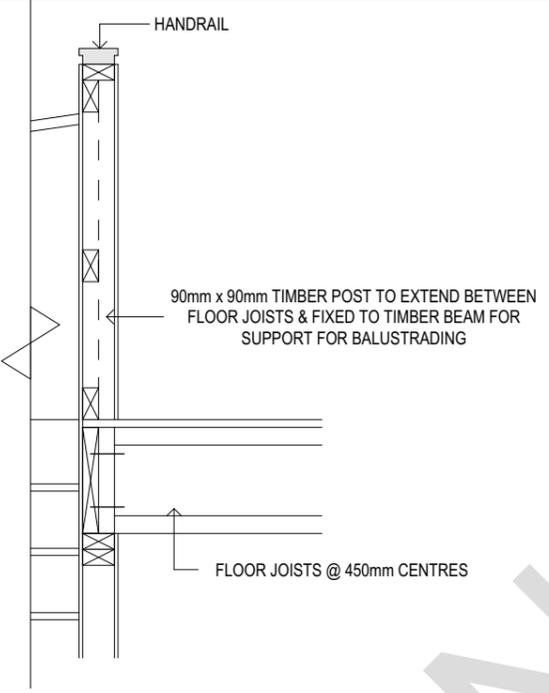
HOUSE TYPE:
ONYX 21
 FACADE:
URBAN

MASTER DRAWING INFO:		SCALE:
DRAWN BY:	REVISION:	1:10
TYP HEIGHT:	ISSUED:	DRAWING No:
25/25R	TBC/04/19	D.9 OF 14

JOB No:
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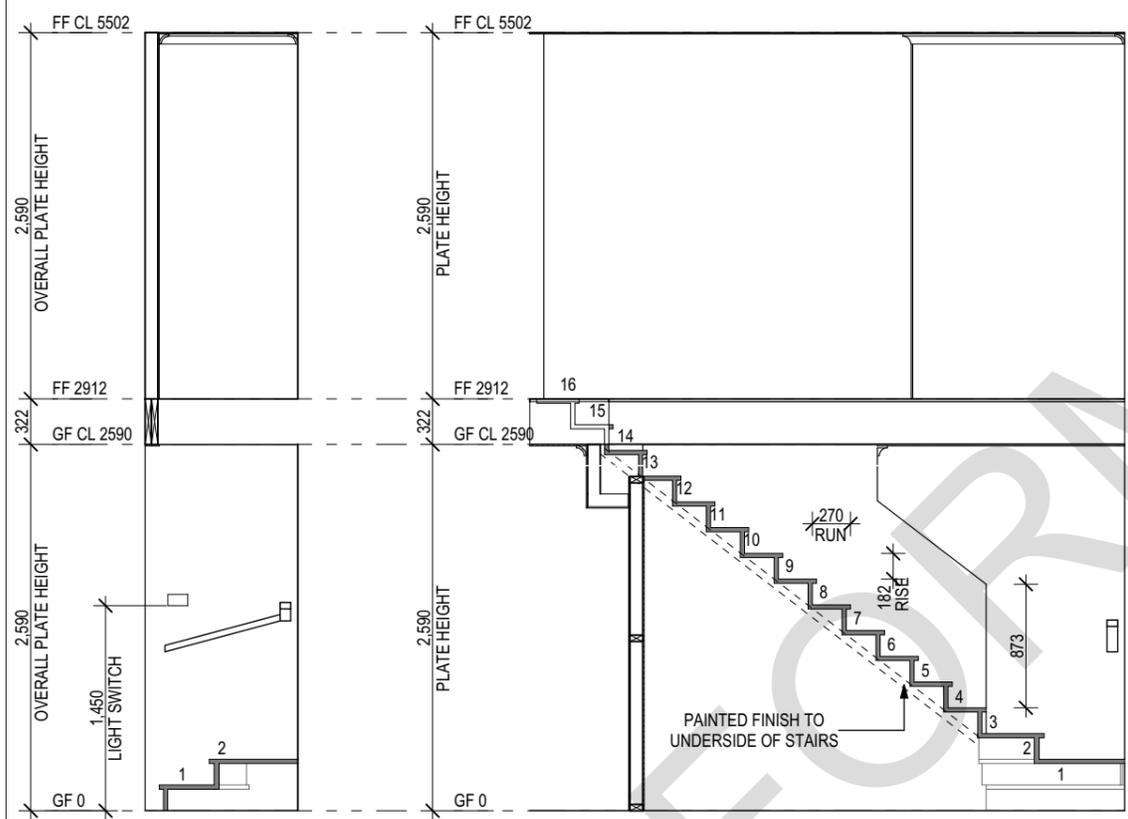
BALUSTRADE FRAMING DETAIL
SCALE 1:20



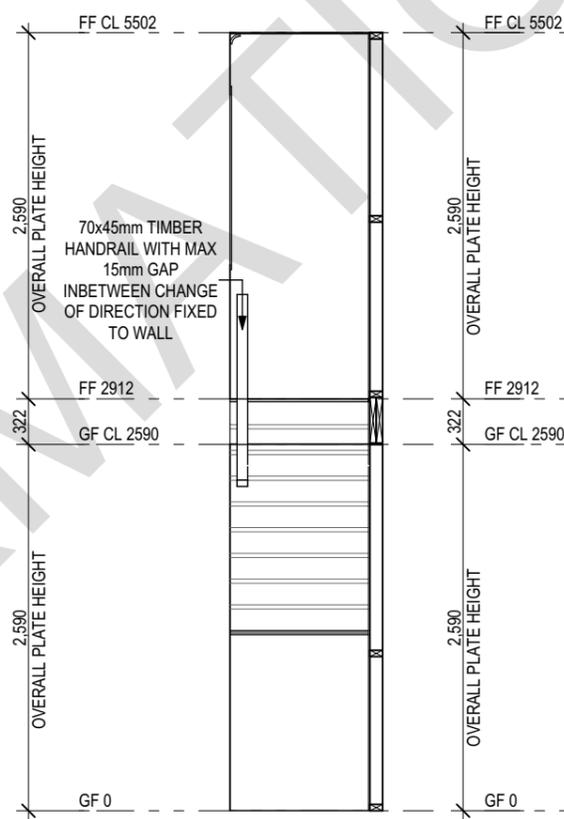
STAIRS PLAN 1:50

- STAIR NOTES**
- TREADS SHALL COMPLY WITH SLIP RESISTANT CLASSIFICATION NCC TABLE 3.9.1.4
 - ALL STEPS & STAIRS ARE PROVIDED IN ACCORDANCE WITH NCC 3.9.1 FOR NON-SPIRAL STAIRS, PROVIDE TREADS AS PER TABLE 3.9.1.2. GOING (G): MIN. 240mm & MAX. 355mm; RISERS (R) MIN. 115mm & MAX. 190mm
 - BALUSTRADES & HANDRAILS ARE PROVIDED IN ACCORDANCE WITH NCC 3.9.2
 - TOP OF HANDRAIL TO BE MINIMUM OF 1000mm ABOVE FINISHED FLOOR LEVEL
 - HANDRAILS TO HAVE MIN. 45mm THICK CAPPING OR BE DIA. 40mm TUBE TYPE.
 - GAPS BETWEEN TREADS, OR BETWEEN BALUSTERS OR OTHER BARRIERS MUST NOT PERMIT 125mm SPHERE TO PASS THROUGH, MEASURED AT STAIR NOSING.
 - OPENABLE WINDOWS TO BE PROVIDED IN ACCORDANCE WITH NCC 3.9.2.5
 - PROVIDE PAINTED PLASTERBOARD TO WALLS UNDER STAIRS.
 - PROVIDE PAINTED FINISH TO UNDERSIDE OF STAIRS.
 - STAIRCASE TO BE SITE MEASURED FOR ACCURACY.
 - TROWELLED IN EXPANSION JOINT

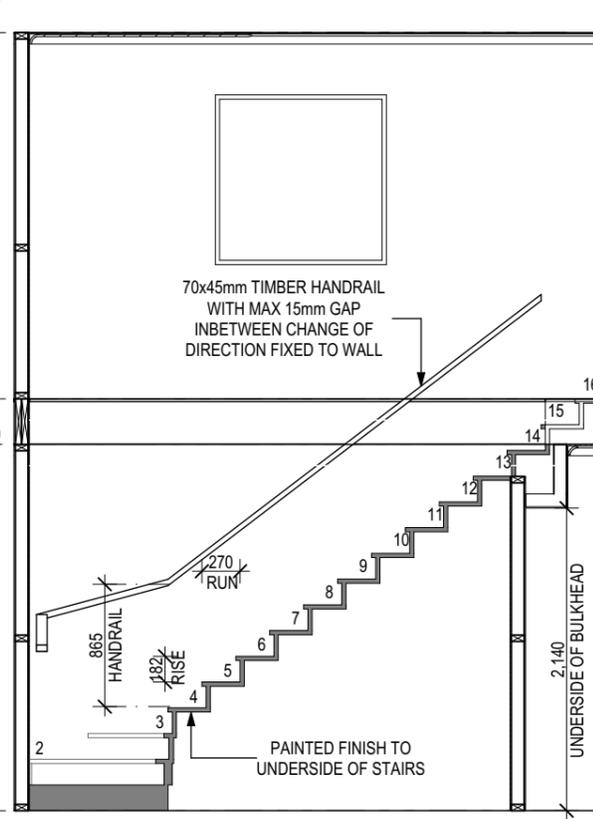
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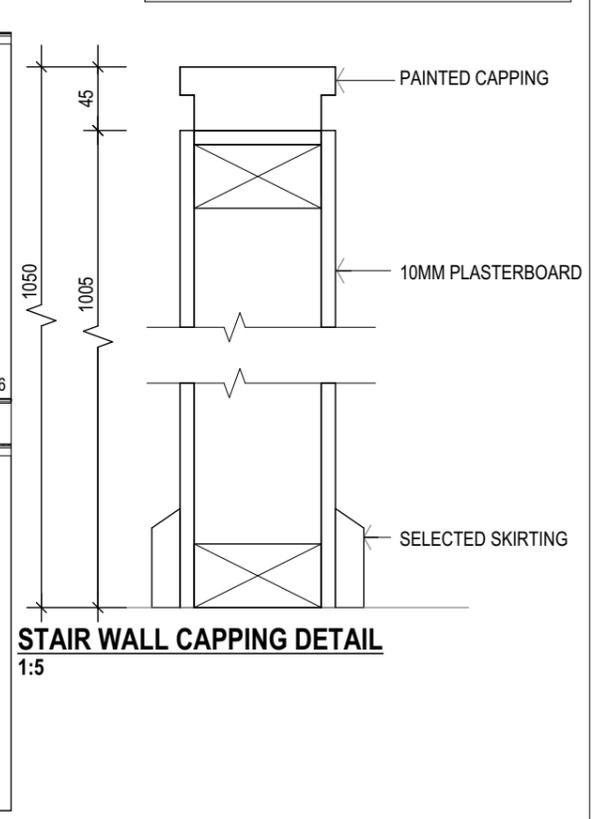
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B - STAIRS 1:50

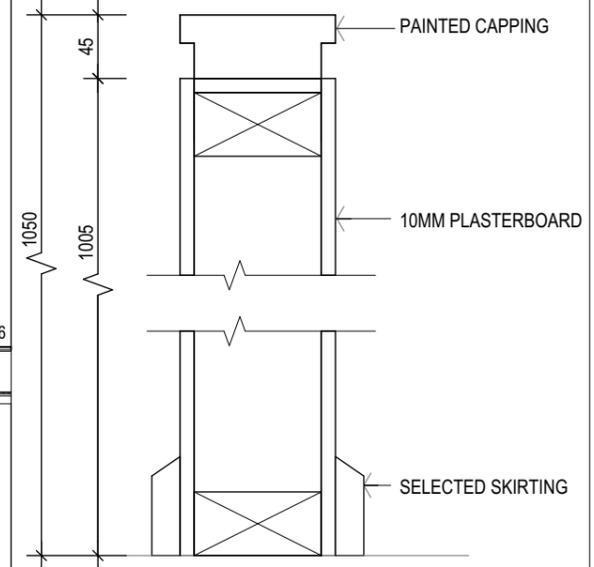


C - STAIRS 1:50



D - STAIRS 1:50

STAIR WALL CAPPING DETAIL 1:5

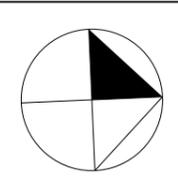


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C	ENG	NF	15/02/2021
D	ENERGY	NF	17/02/2021

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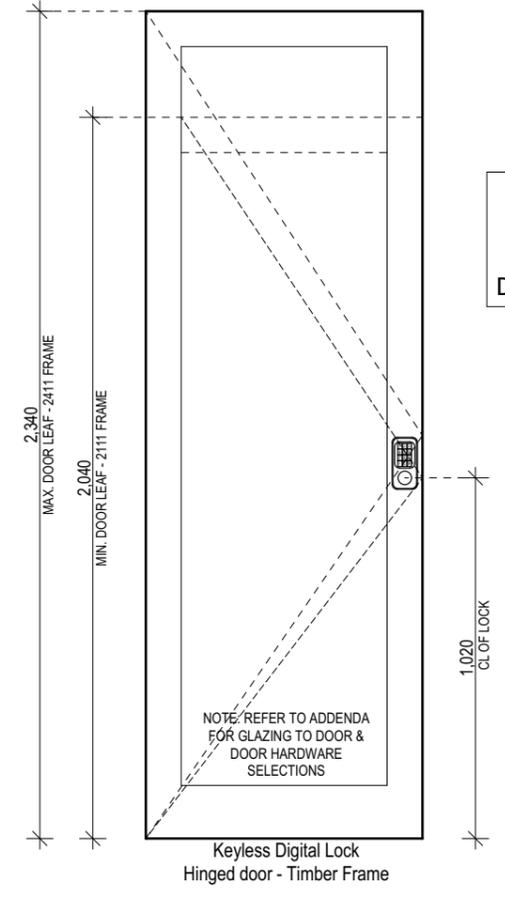
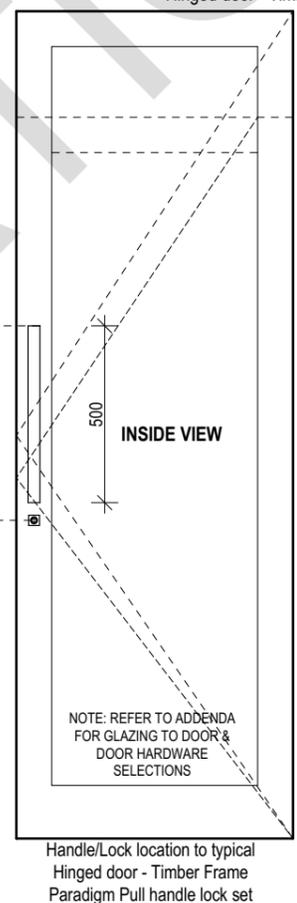
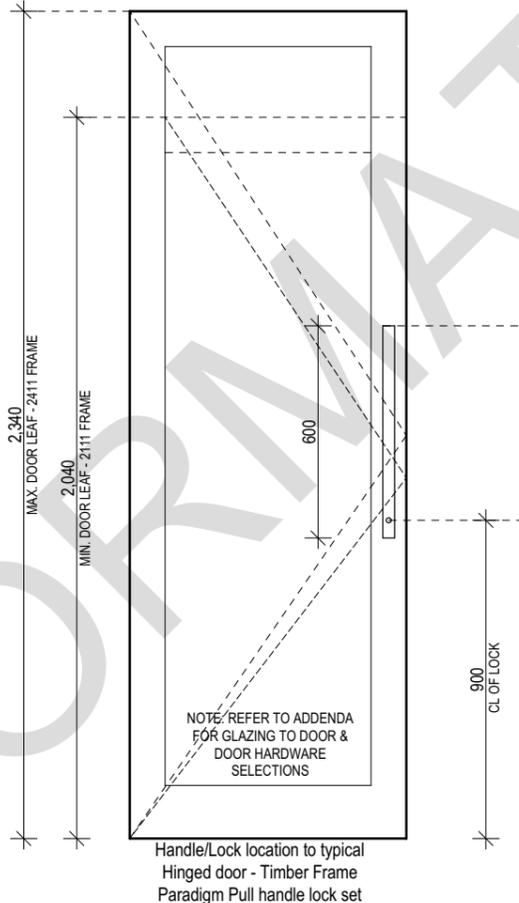
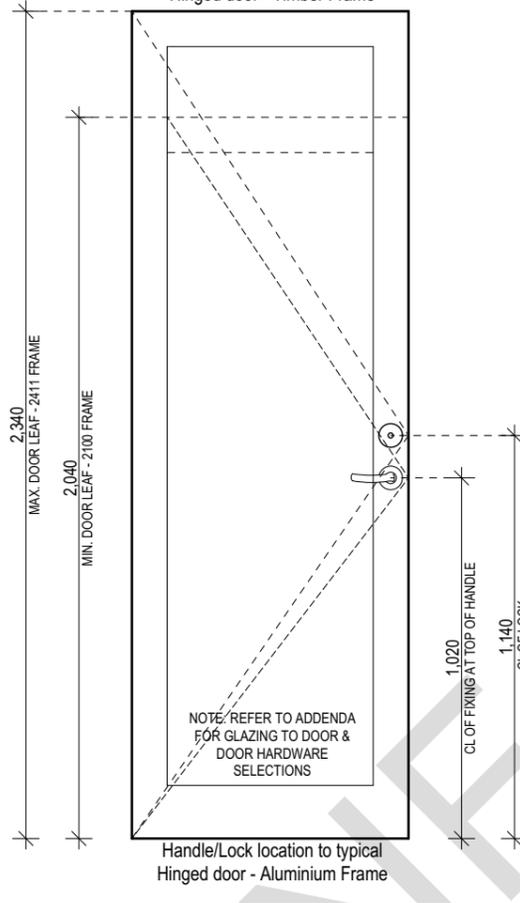
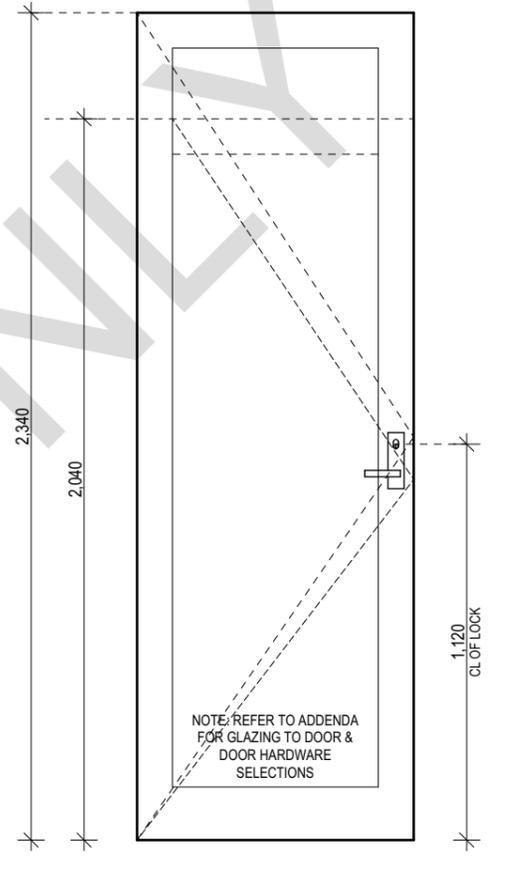
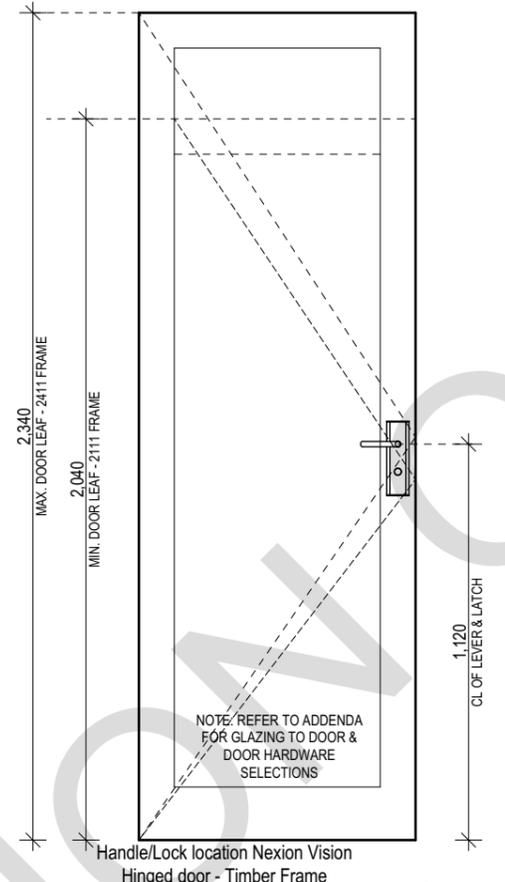
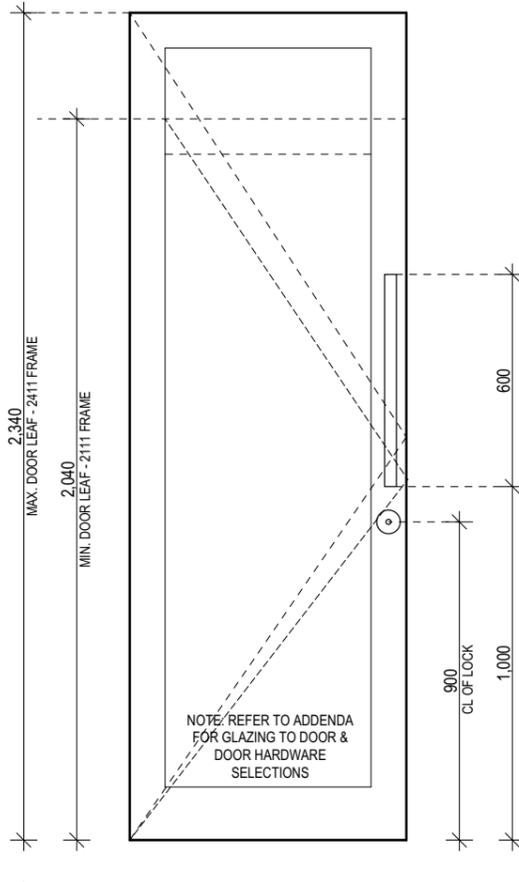
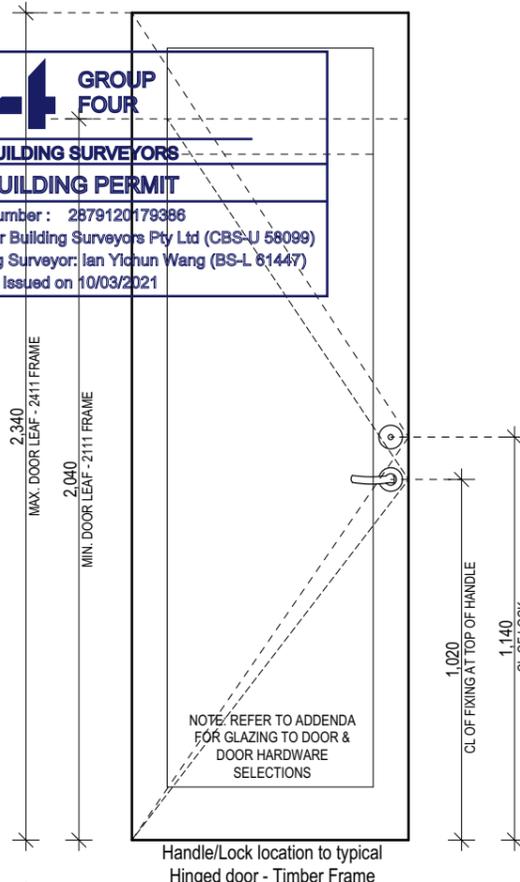


CLIENT:
G. M. V. SANCHEZ & A. A. B. RUEDA

LOT 3139 (#49) SOHO CRESCENT
WOLLERT, VIC 3750

STAIRS		JOB No:	
HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	37487	
FACADE: URBAN	DRAWN BY: DT	REVISION: A	SCALE: 1:50, 1:20, 1:5, 1:100
	TYP HEIGHT: 25/25R	ISSUED: TBC/04/19	DRAWING No: D.10 OF 14

GROUP FOUR
BUILDING SURVEYORS
BUILDING PERMIT
 Number: 2879120179386
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
 Designated Building Surveyor: Ian Yichun Wang (BS-L 81447)
 Issued on 10/03/2021



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 DATE: 26/02/2021

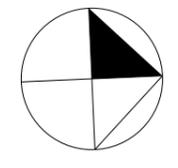
NOT TO SCALE
 DO NOT MEASURE OFF DETAIL.
 PLEASE REFER TO DIMENSIONS
 FOR MEASUREMENTS

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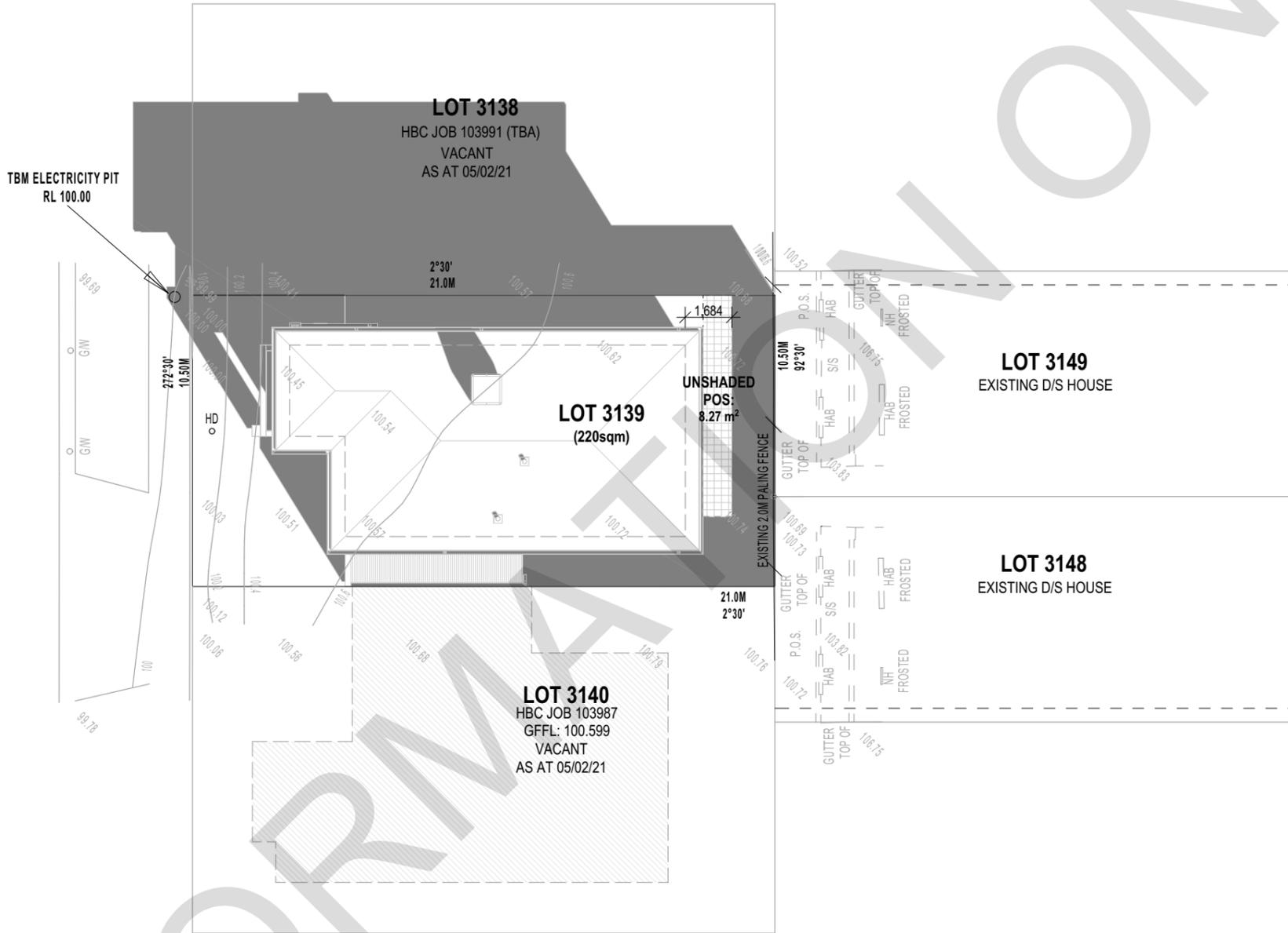


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STANDARD DOOR DETAILS		JOB No:
HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	37487
FACADE: URBAN	DRAWN BY: DT REVISION: A TYP HEIGHT: 25/25R ISSUED: TBC/04/19	SCALE: 1:20 DRAWING No: D.11 OF 14

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SOHO CRESCENT



NOLITA STREET

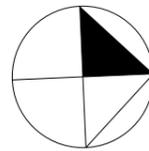
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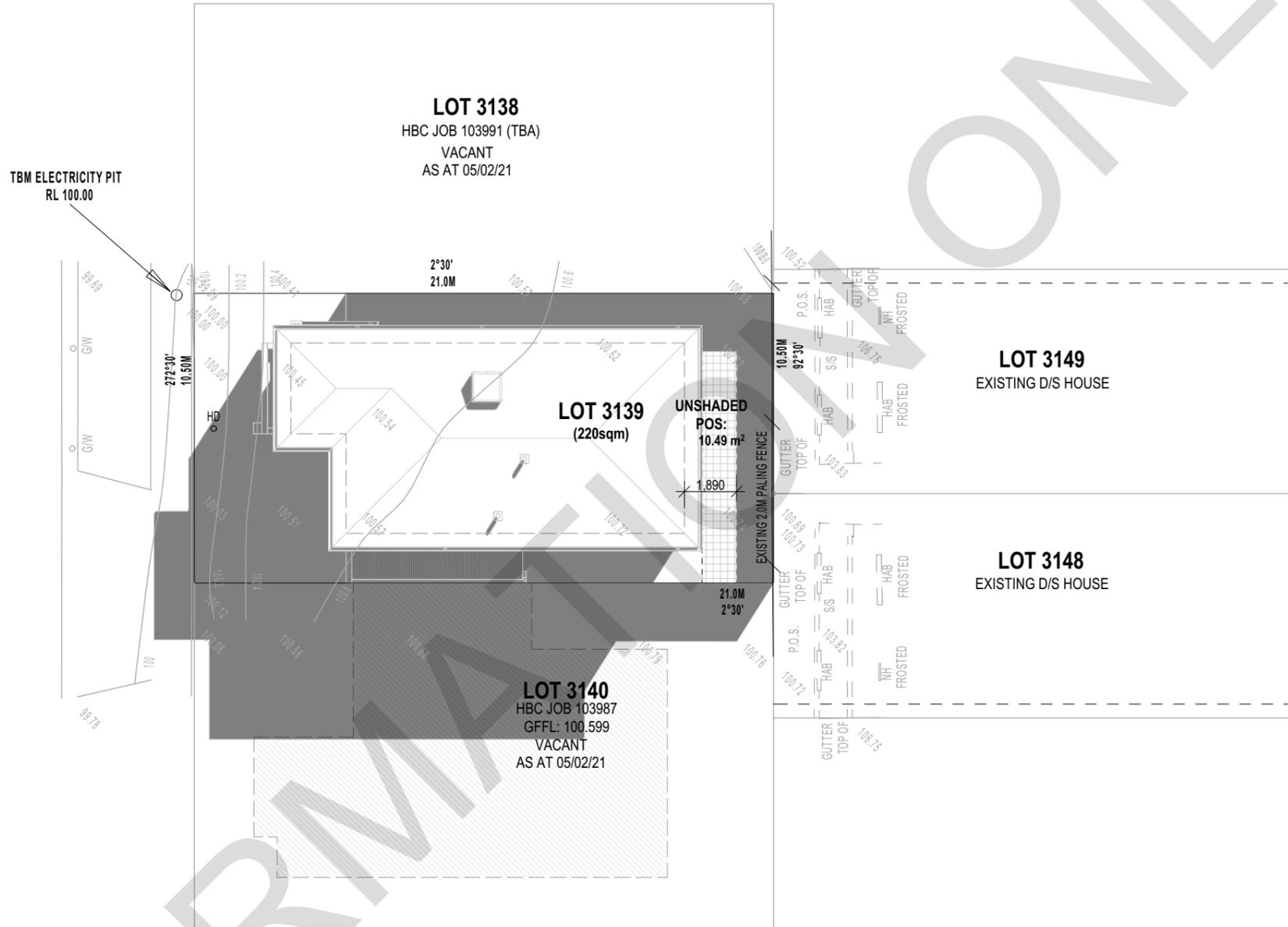


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 LOT 3139 (#49) SOHO CRESCENT
 WOLLERT, VIC 3750

SHADOW DIAGRAM 9AM SEPT. 22		JOB No: 37487
HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	SCALE: 1:200
FACADE: URBAN	DRAWN BY: DT	REVISION: A
	TYP HEIGHT: 25/25R	ISSUED: TBC/04/19
		DRAWING No: D.12 OF 14

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 Issued on 10/03/2021

SOHO CRESCENT



ONLY

NOLITA STREET

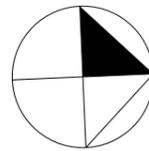
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SHADOW DIAGRAM 3PM SEPT. 22		JOB No: 37487
HOUSE TYPE: ONYX 21	MASTER DRAWING INFO:	SCALE: 1:200
FACADE: URBAN	DRAWN BY: DT	REVISION: A
	TYP HEIGHT: 25/25R	ISSUED: TBC/04/19
		DRAWING No: D.14 OF 14



BUILDING SURVEYORS

Residential **BUILDING PERMIT** Phone

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DATE 21 JANUARY 2021

Geotechnical Structural Civil Fax

(03) 9754 1222

PROJECT NO.: 20V0993R

Number : 2879120179386

soils@vhc.com.au

Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)
Issued on 10/03/2021

PROJECT : LOT 3139, SOHO CRES., WOLLERT
CLIENT : ABN Group (VIC), 81 Lorimer St., DOCKLANDS 3008

1. COMMISSION

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

2. BUILDING AND SITE DESCRIPTION

The proposed development is the construction of a modern residential building. The proposed construction site is on the north side of the street and is virtually flat. Site drainage is poor. The natural soil types are mainly Clay, the local Geology being mainly Quaternary Basalts.

3. TESTING PROGRAMME

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

4. FINDINGS

The soil profiles and insitu test results are shown in the log sheets.

5. IMPORTANT NOTATIONS

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

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

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

5.4 The home owner's attention is drawn to the attached document "Home Owner's Responsibility".

6.	ESTIMATED CHARACTERISTIC SURFACE MOVEMENT (y_s) A. 2870-2011 REQUIREMENTS
6.1	BUILDING SURVEYORS DISCUSSION BUILDING PERMIT
<small>Number: 2679120179366 Issued by: Chief Building Surveyor, Victoria (BS-1 15089) Designated Building Supervisor: Ian Yichun Wang (BS-1 61447) Issued on 10/03/2021</small>	

Australian Standard A.S.2870-2011 establishes performance requirements and specific designs for common foundation conditions as well as providing guidance on the design of footing systems using engineering principles.

Site classifications based on characteristic surface movement are as follows:

<i>Characteristic surface movement (y_s) mm</i>	<i>Classification based on site reactivity</i>
$0 < y_s \leq 20$	S
$20 < y_s \leq 40$	M
$40 < y_s \leq 60$	H1
$60 < y_s \leq 75$	H2
$y_s > 75$	E
<i>abnormal y_s (varies)</i>	P

For the purposes of this Report, fill that is in accordance with the technical and control requirements specified in Australian Standard A.S.3798 for structural fill for residential applications is controlled fill. A site with controlled fill and classified P may be given an alternative site classification based on site reactivity if assessed in accordance with engineering principles. The assessment shall consider the movement of the fill and the underlying soil from the condition at construction to the long-term equilibrium moisture conditions.

Generally, sites classified P are those sites that are subject to other factors resulting in foundation movement beyond the reactive soil movements resulting from moisture changes due to the normal site conditions (refer A.S.2870-2011 Clause 1.3.2).

6.2 Summary of Site Information

AS PER AS2870-2011		FILL DATA ref 18785:NB549 Date 02/09/2019	
Climatic Zone	3	By – Civil Geotechnical Services	
Depth of Design Soil Suction Change (Hs)	2.3m	Maximum fill encountered in V.H.C. testing	700mm
Adopted Design Instability factor at 600mm	4.5	RHD > 95%. tested at Lot 3139 Date	28/11/2018
LIS * assessment of insitu testing	confirmed	Variation from OMC% when placed	2.0% dry
Fill Compaction (VHC assessment)	variable	Age of Fill / since fill testing ($=T_a$)	~2 years

6.3 y_s estimations based on site specific insitu testing and assessment undertaken using LIS * [refer note below](#)

Long Term y_s (with Δs) †	full profile, age of fill <u>>5year</u>	(using VHC method) = 65mm
Short Term y_s (with Δs) †	full profile on <u>current</u> age & state of FILL	(using VHC method) = 80mm
Short Term y_s	as per AS2870-2011 with full profile	= 110mm

The time since the construction of the controlled fill (T_d years) is a critical variable in estimating the Design y_s value to be adopted. y_s at $T_d = T_a + 0.5$ (years) is assumed.

Design $y_s = 75$ mm (estimated for construction at approximately 6 months after writing this Report)

† Δs is the estimated surface movement component resulting from potential differential settlement of the constructed Fill

* **Location Information System (LIS)** has been developed by V.H.C. It allows site information from one particular location to be assessed in relation to its nearby vicinity using spatial analysis techniques and location intelligence. Information associated with soil profiles and laboratory testing on any site is assessed in the context of all information that is available at the time.

Location intelligence of known information from an allotment level, a street level, a suburb level and the greater area level is accessed and used in the interpretation of the information for a particular location. Thorough analysis undertaken of the actual site location in relation to its proximity to grid points in the V.H.C. data sets; in particular – the insitu field testing data sets, the laboratory testing data sets, the constructed footing data sets and the distressed house location data sets.

All data used is constantly assessed for random events and information confidence.

Data sets are populated by information from the last 20,000 locations gathered in recent years from the Melbourne and Geelong areas.

6.4 The slab needs to be designed and detailed as per the Recommendations in this Report.

6.5 If the site is cut by > 300mm or filled by >300mm then the estimated y_s values will need to be re-assessed.

**6.6 A.2870-2011 REQUIREMENTS
FOUR**

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

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 Designated as a Building Surveyor (BS-60144)
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conditions are properly maintained. Performance requirements for foundation maintenance details are outlined in A.S.2870-2011 Appendix B and are to be noted in the footing design documents. The site classification assumes that the performance requirements as set out in A.S.2870-2011 will have been met and that site foundation maintenance is undertaken to avoid extremes of wetting and drying.

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

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

Damage categories are defined in A.S.2870-2011 Appendix C and are also referenced in CSIRO Information Sheet BTF 18, "Foundation Maintenance and Footing Performance: A Homeowner's Guide"

[\(https://www.publish.csiro.au/book/7076/\)](https://www.publish.csiro.au/book/7076/).

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

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

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

6.6.5 A.S.2870-2011 Appendix B indicates that to reduce but not eliminate the possibility of damage, trees should be restricted to a distance from the building $\frac{3}{4}$ × the mature height for Class M sites and equivalent to the mature height of the trees for Class H1/H2 sites. Where rows or groups of trees are involved or for sites that exceed Class H2, the distance from the building should be increased.

7	 FOOTING RECOMMENDATIONS FOUR
7.1	FOR RIGID / FLOATING RAFT SLAB CONSTRUCTION: BUILDING PERMIT
7.1.1 <small>Number: 1071420-20099</small> <small>Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)</small> <small>Designated Building Surveyor: Mr Vincent Wang (S.L. 6149)</small> <small>Issued on 10/03/2021</small>	

The site is classified "P" as per A.S. 2870-2011 due to presence of fill. Refer Clause 6.2 of this Report for details of the documented CONTROLLED FILL.

7.1.2 The use of an Engineer designed **RIGID SLAB / FLOATING RAFT SLAB** is recommended.

7.1.3 The slab should be designed by an Engineer familiar with the performance of residential slabs-on-fill and with reference to the relevant requirements of A.S. 2870-2011.

The Rigid Slab design parameters (all of which need to be complied with) are as follows:

- Design for a slab where each of the slab components is able to span over a **1500mm square**. This "square of no support" can be positioned anywhere under the slab and it is possible for the corners of the slab to fully cantilever with no support from 2 adjacent sides of the square. This part of the design determines minimum slab dimensions & reinforcement requirements.
- Design for a "**high**" (> H2 Class) overall soil profile reactivity (for the combined fill and underlying natural). The final slab sizing must exceed what is required by the noted Site Class.
- Design for a long-term characteristic surface movement (**ys**) of **65mm**
- Design for a short term (when fill less than 3 years old) surface movement (**ys**) of **80mm**
- High possibility of areas of deeper Clay layers on this site based on local experience and area testing.
- The Engineer may design for an Allowable Bearing Capacity of 60kPa at a depth of 200mm in the existing fill after site scrape (for a conventional type slab for example). Alternatively, the Engineer may design for an Allowable Bearing Capacity of 40kPa when the slab is intended to be on the existing fill after site scrape (for a waffle raft type slab for example).

7.1.4 The slab panels and stiffening beams can be founded on the surface after the soil with significant organic matter has been removed. The overall concrete depth of the stiffening beams shall be dependent on the combined minimum design requirements and must be at least 2/3 the depth of the perimeter slab beams.

7.1.5 During site cut/fill operations an additional 600mm (max new fill) of track rolled sand fill or 300mm (max new fill) of track rolled non-sand fill may be placed under the slab panel and stiffening beams. The placement of such additional fill should be closely supervised and placed/rolled in two to three equal layers.

7.1.6 Use flexible plumbing joints to allow for the design movements.

- *Flexible joints are considered to be pairs of swivel joints (~ 600mm apart) (as per manufacturer's spec).*
- *Flexible joints are to be located outside the slab perimeter to every drain emerging from under the footing.*
- *The swivel joints are generally delivered already set in the mid-position and should be installed in the mid-position.*

7.1.7 Use either full height openings or articulation joints in the brick walls at a maximum spacing of approximately 5 metres or to the designing engineer's specifications.

7.1.8 Supporting isolated loads outside the main structure perimeter is recommended to be achieved by extending the slab perimeter. The use of isolated pads is not recommended.

7.2 FOR GROUP STANDARD WAFFLE RAFT SLAB CONSTRUCTION :



7.2.1 BUILDING SURVEYORS This site is classified as "P" (per A.S. 2870'11).

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7.2.2 It is recommended to use an Engineer designed fully suspended concrete waffle raft slab supported on piers for the slab area that is over the fill. Deepening slab beams to natural ground is an approved alternative.

Design the slab footings for a characteristic surface movement (y_s) of 75 mm (resulting in at least a standard H2 Class slab to deal with any potential future heave).

7.2.3 Bored piers are to be founded a minimum of 600mm into natural stiff Clay or similar strength material or maybe founded on Rock. Design for an Allowable Bearing Capacity of 200 kPa.

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

7.2.5 Further recommend that V.H.C. be commissioned to inspect the footing excavations prior to concreting to confirm the adequacy of the foundation material and that the recommendations in the Report are still relevant.

7.2.6 During wet periods drilled pier holes may collapse. In place of piers, a "screw" pier system may be used.

7.3 SCREW PIER CONSTRUCTION :

7.3.1 This site is classified as "P" (per A.S. 2870'11).

7.3.2 An Engineer designed screw pier system may be used to support a suspended concrete slab floor. The footings should also be designed for soil reactivity consistent with the Geology and soil profiles.

7.3.3 The final requirements of screw piers are dependent on the final loadings to the footings. An estimate of the lengths of screw piers can be obtained by evaluating the test results done to date or from further specific testing as required.

8	GENERAL RECOMMENDATIONS FOUR
8.1	BUILDING SURVEYORS
BUILDING PERMIT	
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such as this site, further recommend either full height openings or articulation joints (as in the Cement and Concrete Association note TN61) in the brick walls at a maximum spacing of approximately 5 metres along a wall and at least within 2-3 metres on both sides of all major wall corners or to the designing engineer's specifications.

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

8.3 There were **NO** COUNCIL STREET TREES planted at the time of issuing this Report. Any present and future nearby small immature trees planted by Council / Developer may be a possible future problem if allowed to grow in excess of:

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

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

8.4 Nearby trees, or potential future nearby trees in this property or IN NEIGHBOURING PROPERTIES may be a future problem if these trees are allowed to grow to a height that exceeds their distance away from the construction on this site.

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

8.5 When there is CONTROLLED FILL present, additional attention is required in determining general details relating to the proposed construction house (superstructure).

For fill less than 2000mm deep, general detailing of the superstructure is similar with those details outlined in A.S.2870-2011 for standard slabs, provided that the slab is designed to comply with the parameters outlined in the Code.

9	REPORT CONTINUATIONS FOUR
9.1 BUILDING PERMIT	
Number: 2879120179386 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58089) Designated Building Surveyor: Ian William Wang (CBS-U 10616) Issued on 10/03/2021	

9.1 This Report is conditional upon (but not limited to) the following particularly important factors:

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

9.2 This Report relies on the advice from those who supervised the construction of the "Controlled Fill". Refer Clause 6.2 of this Report for Report details by others for the fill on this site being Level 1 "Controlled Fill". Field testing by V.H.C. has indicated the fill is assessed to be at least moderately compacted. V.H.C. takes no responsibility for the fill on this site being fit for purpose.

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

9.4 This Report has been written for the proposed construction of a modern residential building of up to two storeys in height. Recommendations have only been provided for slab footing systems. Contact V.H.C. for alternative footing systems if required.

9.5 No responsibility will be taken for this Report if it is altered in any way or is not reproduced in full (including the Report Addendum, Home Owner's Responsibility and Home Maintenance documents).


 for and on behalf of
VHC (AUST) P.L. t/as V.H.C. ENGINEERS

Victorian Building Practitioner CEC-56311
 Cat & class: Corporate - Engineer – Civil

Brief Notes to assist the Builder and other Consultants:

(Rigid Slab Recommendation P(H2)1.5□; no tree to front at time of testing)

LOG SHEET **GROUP FOUR** **LOT 3139, SOHO CRES., WOLLERT**

BUILDING SURVEYORS

TEST SITE No.1 location 6m fFb 2m fRb

Depth(mm) Description vsr/dcp - Comments

GL-800 UTP FILL - Clay mix (+rock frags), moist, var/mod comp

600-800 UTP CLAY (CH) - dk.grey/black, moist, v.stiff

unable to penetrate - possible floater

Issued by Group Four Building Surveyors Pty Ltd (CBS-L 58099)
 Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)
 Issued on 10/03/2021

TEST SITE No.2 location 17 fFb 2m fRb

Depth(mm)	Description	vsr/dcp - Comments
GL-700	FILL - Clay mix (+rock frags), moist, var/mod comp	
700-1000 UTP	CLAY (CH) - dk.grey/black, moist, v.stiff	unable to penetrate - possible floater

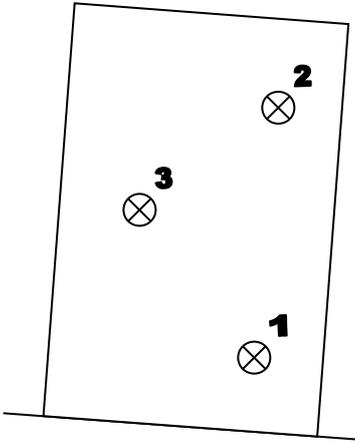
TEST SITE No.3 location 11m fFb 2m fLb

Depth(mm)	Description	vsr/dcp - Comments
GL-500	FILL - Clay mix (+rock frags), moist, var/mod comp	
500-800 UTP	CLAY (CH) - dk.grey/black, moist, v.stiff	unable to penetrate - possible floater

TEST SITE LOCATION SKETCH

North ↑

Approx Slope 1:
 Drainage
 Vegetation
 Water Table
 Date tested 31/10/20
 Comments :



Lot 3139

V.H.C. recommendations refer only to an area broadly bounded by our test site locations. If footing excavations reveal soil conditions different from those shown in the logs, V.H.C. must be consulted as soon as possible and excavations may have to be stopped.

PHOTOS **GROUP FOUR**

(taken 31/10/20) LOT 3139, SOHO CRES., WOLLERT

BUILDING SURVEYORS

BUILDING PERMIT

Number : 2679120179386

Issued by Group Four Building Surveyors Pty Ltd (BS-U 58099)

Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)

Issued on 10/03/2021



 BUILDING SURVEYORS	
BUILDING PERMIT WIND CLASSIFICATION	
N2	
<small>Number: 20/0120170386</small> <small>Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58089)</small> <small>Designated Building Surveyor: Ian Yichun Wang (BS-L 61447)</small>	

LOT 3139, SOHO CRES., WOLLERT

This Wind Classification is made in the light that this site will either retain the present shielding or possibly gain full shielding (by means of at least 10 other houses, structures or large trees within a 100m radius of the proposed building site) within the next five years (as per AS 4055-2012).

BUSHFIRE ATTACK LEVEL (BAL) ASSESSMENT

The site is in a recent estate setting and the BAL has been specifically assessed to be **BAL-LOW** under AS3959-2018.

Government and/or local Council may have planning overlays impacting this site that necessitate the adoption of a greater base BAL value (generally **BAL-12.5** instead of **BAL-LOW**).
 The need to adopt such a greater base BAL must be determined by the Builder.

The **greater** of the site specific assessed BAL and the planning overlay BAL must be adopted.



As a point of reference and as per Australian Standard AS3959-2018 the BAL shall be classified for BAL-LOW where the vegetation is one or a combination of any of the following –

- (a) *vegetation of any type that is more than 100m from the site*
- (b) *single areas of vegetation less than 1ha in area and not within 100m of other areas of vegetation being classified*
- (c) *multiple areas of vegetation less than 0.25ha in area and not within 20m of the site or each other*
- (d) *strip of vegetation less than 20m in width regardless of length and not within 20m of the site, each other or other areas of vegetation being classified*
- (e) *non-vegetated area, including waterways, road, footpaths, buildings and rocky outcrops*
- (f) *low threat vegetation, including managed grasslands, maintained lawns, golf courses, maintained public reserves and parklands, botanical gardens, vineyards, orchards, cultivated ornamental gardens, commercial nurseries, nature strips and wind breaks.*

REPORT ADDENDUM  GROUP FOUR
BUILDING SURVEYORS
LIMITS OF INVESTIGATION: BUILDING PERMIT
Number: 2679120178386 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099) Designated Building Surveyor, Ian Yichun Wang (PS-L 81447) Issued on 10/03/2021

1. The recommendations made in this report are based on the assumption that the test results are representative of the overall subsurface conditions. The client should also be aware that the recommendations based only on the results of the test site locations at the time of testing. It is the responsibility of the owner/builder to confirm that the location of the test sites has broadly covered the site area for the FINAL proposed construction. While the test sites may represent the general subsurface conditions, variations between test sites should not be discounted:

If footing excavations reveal soil conditions significantly different from those shown in the attached LOG SHEET, V.H.C. must be consulted as soon as possible and excavations may have to be stopped.

2. The recommendations in this report are based on the following:

(a) The information gained from this investigation. (b) The present "state of the art" in testing and design (c) The building type and site treatment conveyed to VHC by the client. Should the client or his agent have omitted to supply us with the correct relevant information, or make significant changes to the building type and/or building envelope, this report may be made irrelevant and/or inappropriate. In such cases, VHC do not take responsibility for any consequences and VHC reserve the right to make an additional charge if more testing is necessary.

3. Notwithstanding the recommendations made in this report, VHC also recommend that wherever footings are close to any excavations or easements, that part of the footings should be deepened so that the projection from the underside of the footings and the bottom of the excavation makes an angle not exceeding 30 deg. in sandy soils and 45 deg. in clayey soils. (This angle is measured from the horizontal). Steeper angles are not recommended unless sufficient testing is carried out to indicate otherwise or unless the footings are founded on solid rock.

4. Unless otherwise stated in the commission, any dimensions or slope direction and magnitude should not be used for any building costing calculations and/or positioning. Any sketch supplied should be considered as only an approximate pictorial evidence of our work.

5. Care has been taken to identify any filling on this site. A check should be made with all relevant authorities to obtain any records of filling. If any doubt exists on site at the time of construction, then V.H.C. should be contacted immediately for further advice.

GENERAL BUILDING AND MAINTENANCE RECOMMENDATIONS:

The maintenance of the building and the site is the responsibility of the owner. The owner should be familiar with the document –

"Foundation Maintenance and Footing Performance: A Homeowners Guide" which is available from the CSIRO.

6. **SITE DRAINAGE:** Good site drainage is one of the most important design features of any footing. The ground should be graded away from all footings at a minimum slope of 1:20 and every effort made not to allow ponding of water against the footings.

Unless the soil slopes well away from the footings at all times, excessive soil moisture may accumulate and cause wall and/or floor movements. Roof water should be diverted away from the building as soon as the roof is constructed by using temporary pipes. Soil drains should be constructed well before footing construction.

7. **SITE CLEARING:** if the removal of a pre-existing structure or vegetation disturbs the foundation soil, then VHC recommend the local deepening of the footings to a depth of at least 200mm below the disturbed level. If construction is to commence in late summer or autumn and large trees are to be removed, the moisture conditions should be stabilized by steady soaking the dry areas around the removed tree (V.H.C. should be consulted for further advice).

8. On CLAY SITES (Classification M, H1, H2, E and P) minor wall, floor and footing movements are inevitable, therefore, on such sites, we make the following additional construction recommendations to minimize their effects:

(a) V.H.C. is of the opinion that BRICKWORK ARTICULATION joints or full height wall openings improve the performance of footings on clay sites. The builder should consider their use in long wall lengths and as specified in A.S.2870 or as specified by the designing Engineer.

(b) Do NOT construct large archways, wing walls, and narrow isolated wall panels near corners. Brick work over doors and windows should be avoided in single storey construction; in two storey construction, brick work construction joints should be used. Do not use of brickwork over doors and windows without taking special structural precautions. Consult V.H.C. for advice in this matter if there is any doubt.

(c) Any extension to an earlier structure should be tied with extra wall ties and not by interlocking brickwork.

(d) Avoid excavations close to footings.

(e) Service pipes should be detailed to tolerate footing movement. Plastic piping should be used wherever possible.

9. On HIGHLY or EXTREMELY REACTIVE sites (Class H1, H2, E and some P sites), hard tiles should be laid on an appropriate sheeting material using a rubber based adhesive and grout, alternatively, they can be laid directly on the concrete six months or more after construction.

10. **LIMITATIONS ON GARDENS:** the development of the gardens should not upset the drainage requirements nor the sub-floor ventilation and weep hole drainage systems. Garden beds adjacent to the house should be avoided. Care should be taken to avoid overwatering of gardens.

11. **RESTRICTIONS ON LARGE TREES:** on highly reactive Clay sites, trees (including trees on neighbouring sites) should be kept a distance away from the house of approximately the eventual mature height of the tree. For groups of trees it is recommended that the distance away from the house be increased to one and a half times the eventual mature height of the tree. These distances should be increased further if the Clays in the area are considered to be extremely reactive.

If trees are to remain, then special footing design and/or root barrier/moisture barriers may be required.

12. **LEAKS** in plumbing, including stormwater and sewerage and drainage should be repaired promptly.

13. **SHRINKAGE CRACKING** can be expected in concrete floors in the first 3 to 9 months in any site. This type of cracking does not require any special attention unless there is some vertical movement in the cracks or if the crack width exceeds 3mm.

Aug 2020

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HOME OWNER'S RESPONSIBILITY  GROUP FOUR BUILDING SURVEYORS BUILDING PERMIT Number: 2679120179386 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099) Designated Building Surveyor: Ian Yichun Wang (BS-L 61447) Issued on 10/03/2021

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

- i. proper landscaping
- ii. proper maintenance
- iii. "safe" gardens

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

It is assumed that the owner will always provide ongoing attention and, if required, quick remedial response to the above-mentioned requirements. This assumption has formed part of the final Engineering Design and construction of the house and its footing. In order to keep the construction of the footing affordable it is considered reasonable to detail and construct a footing that with the proper landscaping and maintenance requirements will perform adequately.

1. PROPER LANDSCAPING

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

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

With the area around the perimeter sloping away from the house it will be necessary to provide open spoon drains and/or pits to take the water from the sloped area to a legal point of discharge on the

property. These drains are to be more than 1.5m away from the house.

All rain water hitting the ground/paving must be controlled and kept away from the footing.

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

2. PROPER MAINTENANCE

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

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

3. "SAFE" GARDENS

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

Safe garden watering must be controlled and not excessive. Safe gardens don't contain trees that could possibly threaten the house or its footing.

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

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

Post construction important reading and further reference for the home owner:

- **The Geotechnical Report, Footing Design and Builder's Drawings for the house.**
- **CSIRO: Foundation Maintenance & Footing Performance: A Homeowner's Guide (BTF 18)**
[\(https://www.publish.csiro.au/book/7076/\)](https://www.publish.csiro.au/book/7076/)

Please contact VHC Engineers to discuss any questions concerning the home owner's responsibilities.

Aug 2020

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HOME MAINTENANCE

GROUP FOUR

BUILDING SURVEYORS

BUILDING PERMIT

Number: 2679120179386
 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
 Registered Building Surveyor: Yan Yichun Wang (BS-L 61447)
 Issued on 10/03/2021

Extract from the VBA Guide to Standards and Tolerances

Maintenance in relation to the performance of building foundations / footings

Proper ongoing maintenance of the building is a normal part of homeownership and the homeowner is responsible for all maintenance in relation to the performance of building foundations / footings

An important part of building maintenance is maintaining a consistent moisture level in the foundation soils around the building. This is important in order to prevent excessive wetting (expansion) or drying (shrinking) of the foundation soils and subsequent building movement.

Many things can adversely alter the moisture level in the foundation soils around the building, but most of them are preventable with careful ongoing maintenance. The diagram below lists common causes of excessive wetting and drying that are likely to alter moisture level in foundation soils around the building if not managed effectively.



1. Trees planted too close to house (Refer to CSIRO document BTF18 *Foundation Maintenance and Footing Performance*).
2. Blocked gutters, eaves, valley and box gutters to house, enclosed roofs and decks.
3. Air-conditioner overflows: roof and ground.
4. Faulty, unmaintained or poorly placed sprinkler systems.
5. Garden beds and large shrubs placed too close to house.
6. Ground level above damp-proof courses, weepholes and subfloor vents.
7. Surface drainage pits, silt pits and underground stormwater drainage system not regularly cleaned out.
8. Damaged or unconnected stormwater downpipes.
9. Overflowing water tanks.
10. Dripping external taps.
11. Dripping water heater relief valves.
12. Paving, landscaping or ground surfaces slope towards building.
13. Water runoff from higher adjoining properties.
14. Resealing of wet area junctions: shower screens and bath hobs.

REPORT END

FORM 16
Building Act 1993
Building Regulations 2018
Regulation 192

OCCUPANCY PERMIT
2879120179386

Property details

Lot	3139
Number	49
Street/road	Soho Crescent
City/suburb/town	WOLLERT
Postcode	3750
LP/PS	PS817675
Volume	12183
Folio	115
Crown allotment	Not applicable
Section	Not applicable
Parish	Not applicable
County	Not applicable
Municipal district	WHITTLESEA CITY

Building permit details

Building permit number	2879120179386
Version of BCA applicable to building permit	2019

Building details

Building to which permit applies	Double Storey Dwelling and Garage
Permitted use	Domestic
BCA class of building	1ai, 10a
Maximum permissible floor live load	1.5
Maximum number of people to be accommodated	Not applicable
Storeys contained	2

Performance solution

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

Relevant performance requirement	Details of performance solution
P2.1.1 Structural stability and resistance ,P2.2.2 Weatherproofing	Building Product: Easylap Panel External Cladding Scyon Axon Cladding Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40222 Rev.1 Date of issue: 24/09/2018 Date of expiry: 20/08/2021
P2.1.1 Structural stability and resistance,P2.2.2 Weatherproofing	Building Product: Hebel PowerPanel XL Wall System Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40049 Date of issue: 1/05/2019 Date of expiry: 1/05/2022
P2.6.1 Building	To allow a dual reticulation water system in lieu of a rainwater tank connected to all sanitary flushing systems.

Reporting authorities

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

Reporting authority	Matter reported on or consented to	Relevant regulation number
Council	The location of the point of discharge from the allotment either within the allotment or at the allotment boundary	133(2) Building Regulations 2018

Conditions to which this permit is subject

Occupation is subject to the following conditions:

Not applicable.

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant building surveyor

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

Designated building surveyor

Name	Ian Yichun Wang
Building practitioner registration number	BS-L 61447
Occupancy permit number	2879120179386
Date of issue	28 October 2021
Date of final inspection	28 October 2021
Signature	



INFORMATION ONLY

Domestic Building Insurance

Certificate of Insurance

Grace Marie Vanegas Sanchez, Alvaro Andres Beltran Rueda12 Curlew Court
DONCASTER
VIC 3108

Policy Number:

C581758

Policy Inception Date:

17/02/2021

Builder Account Number:

014406

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

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

At the property: **Lot 3139 (49) Soho Crescent WOLLERT VIC 3750 Australia**

Carried out by the builder: **ABN GROUP (VIC) PTY LTD**

Builder ACN: **130382188**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Grace Marie Vanegas Sanchez, Alvaro Andres Beltran Rueda**

Pursuant to a domestic building contract dated: **23/11/2020**

For the contract price of: **\$ 292,075.00**

Type of Cover: **Cover is only provided if ABN GROUP (VIC) PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

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

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

Period of Cover

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

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

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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$775.00
GST:	\$77.50
Stamp Duty:	\$85.25
Total:	\$937.75

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for

