

## 1. Definitions and interpretation clauses

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### 1.1 Definitions

In this deed the following definitions apply:

<b>Act</b>	means the <i>Planning and Environment Act 1987</i> (Vic).
<b>Agreement</b>	means this deed and any deed executed by the Parties expressed to be supplemental to this deed.
<b>Balance Cost</b>	means those costs which are detailed in Appendix 2 to the Conservation Management Plan which, at the time that a Statement of Compliance is issued for the last Stage, have not yet been incurred by the Owner.
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
<b>Claim</b>	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
<b>Conservation Management Plan</b>	means the Conservation Management Plan prepared by Ecology & Heritage Partners Pty Ltd for ADP Projects endorsed by Council on 9 November 2021 as amended from time to time. A copy of the cover sheet of the Conservation Management Plan is included in Annexure B to this Agreement to assist in identification of the document. <sup>1</sup>
<b>Development</b>	means the development of the Subject Land in accordance with the Planning Permit.
<b>Local Conservation Reserve</b>	means any local conservation reserve shown on Plan 2 - Future Urban Structure in the PSP, and which is on the Subject Land.

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<sup>1</sup> A full copy of the Conservation Management Plan which is 53 pages long is held by Council on its file.  
Deed of Agreement

<b>Loss</b>	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
<b>Mortgagee</b>	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.
<b>Owner</b>	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 in the Subject Land or any part of it and includes a Mortgagee-in-possession.
<b>Party or Parties</b>	means the Owner and Council under this Agreement as appropriate.
<b>Planning Permit</b>	means Planning Permit No. 717910, as amended from time to time and including any plans which may be endorsed under that permit.
<b>Planning Scheme</b>	means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
<b>PSP</b>	means the <i>Wollert Precinct Structure Plan, June 2017</i> , being an incorporated document in the Planning Scheme.
<b>Residential Lot</b>	means a lot created as a result of the subdivision of then Subject Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
<b>Schedule</b>	means a schedule to this Agreement.
<b>Stage</b>	is a reference to a stage of subdivision of the Subject Land.
<b>Statement of Compliance</b>	means a statement of compliance issued by Council under the <i>Subdivision Act 1988</i> .
<b>Subject Land</b>	means the land comprised in certificate of title Volume 11908 Folio 515, formally described as Lot 2 on PS945830X 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.

**VCAT or Tribunal** means the Victorian Civil and Administrative Tribunal.

## 1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
  - (ii) A reference to a gender includes a reference to each other gender.
  - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
  - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
  - (v) 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.
  - (vi) 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.
  - (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
  - (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) 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; and
- (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
  - (ii) if the Subject Land are subdivided further, 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.

## 2. Conservation Management Plan

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2.1 The Owner of the Subject Land covenants and agrees that:

- (a) it must implement the Conservation Management Plan in relation to the Local Conservation Reserves unless otherwise agreed in writing by the Council;
- (b) its obligations under this Agreement will continue until the earlier of:
  - (i) 10 years from the commencement of the Development; or
  - (ii) the issue of a Statement of Compliance for the last Stage.
- (c) if Clause 2.1(b)(ii) applies, prior to the issue of a Statement of Compliance for the last Stage, the Owner must pay to the Council the Balance Cost.

2.2 The Owner of the Subject Land acknowledges and accepts that the Council may refuse to issue the Statement of Compliance for the last Stage until the Balance Cost has been paid to the Council.

## 3. Vesting of the Local Conservation Reserves

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The Owner of the Subject Land covenants and agrees that prior to the issue of a Statement of Compliance for the last Stage, it must:

- (a) transfer to or vest in the Council the Local Conservation Reserves; or
- (b) nominate the Local Conservation Reserves as a reserve in favour of Council on a plan of subdivision such that, upon registration of the plan of subdivision, the Local Conservation Reserves vest in Council, provided that the relevant plan(s) of subdivision must be registered prior to or contemporaneously with the plan of subdivision relating to the last Stage.

## 4. Further obligations

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### 4.1 Notice and registration

The Owner will bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

### 4.2 Giving effect to this Agreement

The Owner will do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

#### 4.3 Recording by Registrar of Titles

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 s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement 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.

#### 4.4 Council's costs to be paid

- (a) 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 which are and until paid will remain a debt due to Council by the Owner.
- (b) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

### 5. Agreement under Section 173 of the Act

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Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

### 6. Owner's warranties

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Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person which 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.

### 7. Successors in title

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Without limiting the operation or effect which 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:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

## 8. Notices

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### 8.1 Service

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:

- (a) by delivering it personally to that Party;
- (b) 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
- (c) 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.

### 8.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following Business Day;
- (b) if posted, on the expiration of two Business Days after the date of posting, or
- (c) if sent by facsimile, on the next following Business Day unless the receiving Party has requested retransmission before the end of that Business Day.

## 9. Miscellaneous

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### 9.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

### 9.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

### 9.3 Ending of Agreement

The Parties agree that this Agreement will end:

- (a) with respect to any part of the Subject Land that is not a Local Conservation Reserve, upon the issue of a Statement of Compliance which subdivides the Subject Land so as to differentiate between that part of the Subject Land which is and is not a Local Conservation Reserve, provided that the Agreement must remain registered on any part of the Subject Land which is a Local Conservation Reserve at all times;
- (b) with respect to a Residential Lot external to a Local Conservation Reserve, upon the issue of a Statement of Compliance relating to a subdivision which creates the Residential Lot, provided that the Agreement must remain registered on any part of the Subject Land which is a Local Conservation Reserve at all times; or
- (c) otherwise in accordance with the Act.

### 9.4 Application to Registrar

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 s183(2) of the Act to cancel the recording of this Agreement on the register.

### 9.5 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.

### 9.6 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.

### 9.7 Severability

- (a) 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.
- (b) Clause 9.7(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

**9.8 Proper law**

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

INFORMATION ONLY

Executed as a deed

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

  
.....

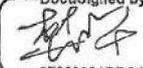
)  
)  
)

Delegate



This document was witnessed by audio visual link in  
accordance with the requirements of s12 of the  
Electronic Transactions (Victoria) Act 2000.

Executed by Dahua Group Melbourne  
Number 6 Pty Ltd ACN 615 975 347 in  
accordance with section 127 of the  
Corporations Act 2001 (Cth) by:

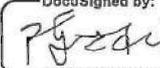
DocuSigned by:  


87000264DBCA47E...

Signature of Director

Ken Fan

Full name (print)

DocuSigned by:  


19984010242646B...

Signature of Director/Company Secretary

Foreman Chen

Full name (print)

## Annexure A Mortgagee's Consent

### Mortgagee's Consent

Commonwealth Bank of Australia as Mortgagee of registered Mortgage No. AT698482U consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement as if it were the Owner of the Subject Land.

DATED: 15/2/2022

DocuSigned by:

*Kevin Thio*

B4BD997EE69347D...

Kevin Thio

Executed for and on behalf of

**COMMONWEALTH BANK OF AUSTRALIA**

Annexure B Conservation Management Plan (cover page only reproduced here)

PLANNING & ENVIRONMENT ACT 1987  
WHITTLESEA PLANNING SCHEME  
Planning Permit No: 717910  
Endorsed to show compliance with Condition (s) 13  
Sheet 1 of 53 Date: 9/11/2021

ecology & heritage  
partners

Final Report

**Conservation Management Plan for Local Conservation Reserve (LCR02) and Stony Knoll Conservation Reserve, Wollert Rise, Victoria**

Prepared for  
APD Projects

October 2021



Ecology and Heritage Partners Pty Ltd

MELBOURNE: 292 Mt Alexander Road, Ascot Vale VIC 3032 GEELONG: 330 Latrobe Terrace, Geelong West VIC 3218  
BRISBANE: Level 32, 127 Creek Street, Brisbane QLD 4000 ADELAIDE: 78 Edmund Avenue, Unley SA 5061  
CANBERRA: 19-23 Moor Street, Turner ACT 2612 SYDNEY: Level 5, 616 Harris Street, Ultimo NSW 2007  
www.ehpartners.com.au | 4500 819 325



\*\*\*\* Delivered by the LANDATA® System, Department of Transport and Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Candor Conveyancing  
570 Nambrok Hall Road  
NAMBROK 3847

Client Reference: 13 Fairhill Road

NO PROPOSALS. As at the 3th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

13 FAIRHILL ROAD, WOLLERT 3750  
CITY OF WHITTLESEA

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

Date of issue: 3th February 2026

[Vicroads Certificate] # 79535109 - 79535109184203 '13 Fairhill Road'

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 13 January 2026 03:43 PM

## PROPERTY DETAILS

Address: **13 FAIRHILL ROAD WOLLERT 3750**  
Lot and Plan Number: **Lot 128 PS837651**  
Standard Parcel Identifier (SPI): **128\PS837651**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **1223668**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 388 K4**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

[View location in VicPlan](#)

## Note

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

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

## Planning Zones

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

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



**UGZ - Urban Growth**

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

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

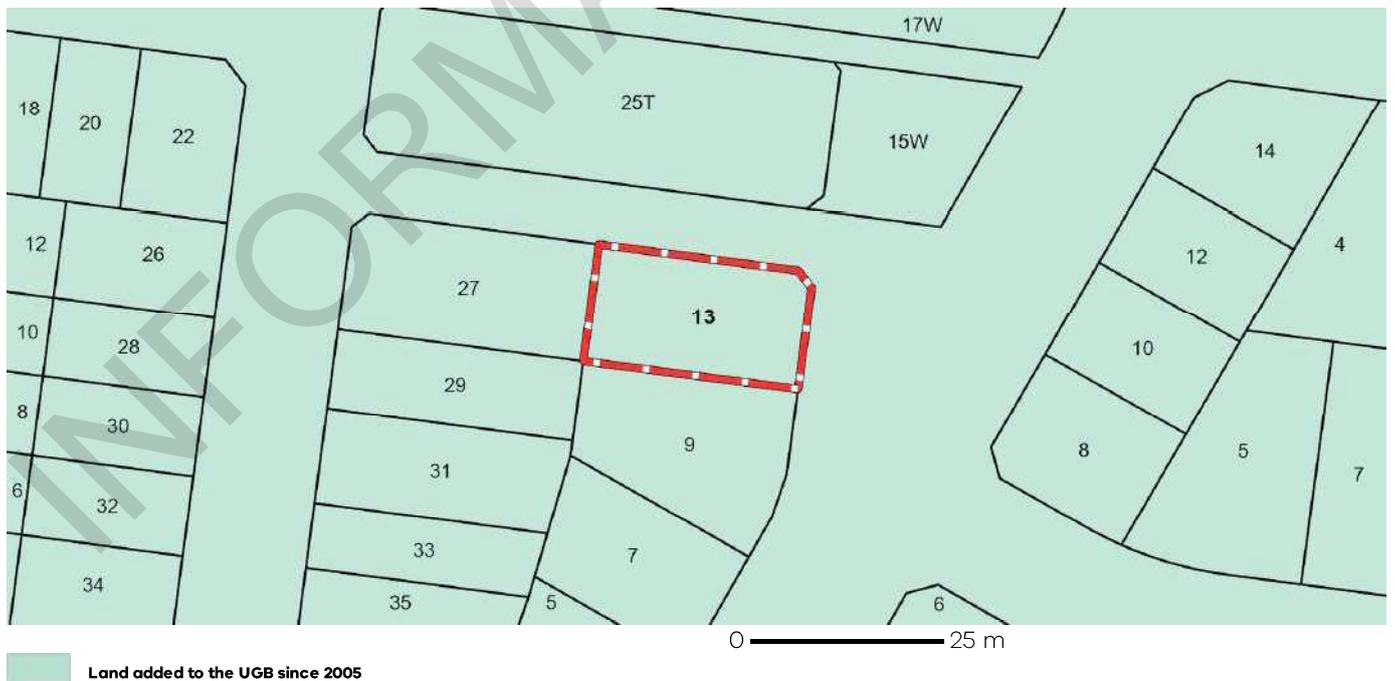
## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)  
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 \(DCPO16\)](#)



## Growth Area Infrastructure Contribution

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



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 Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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## Melbourne Strategic Assessment

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



## Further Planning Information

Planning scheme data last updated on 13 January 2026.

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

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

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

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

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

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 \(environment.vic.gov.au\)](#)

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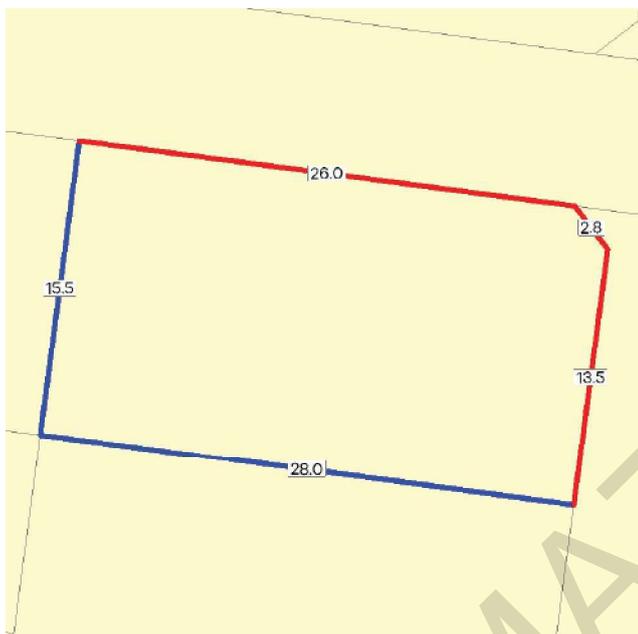
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Council Property Number: **1223668**  
Directory Reference: **Melway 388 K4**

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

## SITE DIMENSIONS

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



**Area:** 432 sq. m

**Perimeter:** 86 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 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



AZ Building Surveyors & Consultants

Zia Nizami (Building Surveyor & Consultant)

0417 334 688

info@azbuildingsurveyors.com.au

www.azbuildingsurveyors.com.au

Date : 03/02/2025

Application Number: BLD20240798

## FORM 2

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

### BUILDING PERMIT

**Building Permit No. CBS-L 100004/2941318521099** 03 February 2025

Whole as shown on approved plan

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

Owner **ORECON PTY LTD**

ACN / ARBN

Postal Address

Postcode **3750**

Email

**Oreconaustralia@outlook.com.au**

Contact Person

Telephone

#### Property Details [include title details as and if applicable]

Number **13**

Street/Road **Fairhill Road**

Suburb **WOLLERT**

Postcode **3750**

Lot/s **128**

LP/PS **PS837651**

Volume **12516**

Folio **624**

Crown allotment **N/A**

Section No **N/A**

Parish **N/A**

County **VIC**

Municipal District **Whittlesea City Council**

#### Builder

Name

**MERCURI HOMES PTY LTD**

Telephone **0434083788**

Address

**2/78 Willandra Drive Epping 3076**

\*ACN/\*ARBN:

**149804026**

\*Building practitioner registration no:

**CDB-U 52369**

This builder is specified under section 24B 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 (if builder is a body corporate)

Name **Kajan Sivasambu**

Telephone **0434083788**

Postal address **2/78 Willandra Drive Epping Vic**

Postcode **3076**

#### Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Kajan Sivasambu	Domestic Builder-Unlimited ( Company Reg)	CDB-U 52369

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

Name	Category/class	Registration Number
Nadheer Hanna	Engineer-Civil EC-	PE0002183

#### Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is: VMIA

Insurance policy number : C942510

Insurance policy date : 31/01/2025

**Details of Relevant Planning Permit**

Planning Permit No: N/A

Date of grant of Planning Permit: N/A

**Nature of Building Work**Description: **Construction of Single Storey Dwelling & Associated Garage**

Does the building work relate to a small second dwelling? No

Storeys contains: **1**Rise in storeys: **N/A**Effective height: **N/A**Type of construction: **Residential**Version of BCA applicable to permit: **NCC 2022 Volume 2.**Stage of Building Work Permitted: **Whole as shown on approved plan**Cost of Building Work: **\$249,000.00**Total floor area of new building work in m2: **247****Building classification**Part of Building: **Dwelling**Part of Building: **Garage**BCA Classification: **1a(a)**BCA Classification: **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
VIC P2.6.1 Energy Efficiency Building BCA 2019 Amendt 1.	To permit the use of subdivision dual reticulation water supply (Estate Grey Water) in lieu of a Rainwater Tank or Solar Hot Water System.

**Protection Work**

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

**Inspection Requirements**

The mandatory inspection notification stages are:

Pre-Slab

Steel

Frame

Final

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

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

**Commencement and Completion**

This building work must commence by 03 February 2026

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 03 February 2027

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

1. This permit does not remove or replace the for an asset protection permit or equivalent consent or approval that may be required from the relevant council.
2. It is not the responsibility of the relevant building surveyor to confirm compliance with any covenant, section 173 agreement or memorandum of common provisions or any other restriction which may exit on the property title, The

- owner is responsible to ensure compliance with any of the above restrictions and to obtain developer's approval if required prior to the commencement of proposed building work.
3. It's Builder's responsibility to appoint a licensed land surveyor to determine the accurate setbacks to the title boundary.
  4. All works authorised by this Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia current edition (BCA) other relevant codes and any Local Laws of the Municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.
  5. The owner and/or builder shall be responsible to define, the boundaries of the allotment.
  6. All site cuts to be graded to an angle that self supports the existing ground to the satisfaction of the Building Surveyor or otherwise approved retaining walls to be erected.
  7. Perimeter temporary fencing must be installed to restrict unauthorised access to the building site, as required by Regulation 116 of the Building Regulations 2018
  8. All manufactured roof and floor truss computations, layouts fixing and tie down are to be provided 1 Week prior to any frame inspection being carried out by the relevant building surveyor. No exceptions will be granted to this condition. The conditions above should be passed on to the manufacturer to ensure that the required documentation is given to the RBS prior to the frame Inspection, if applicable.
  9. The building work carried out under this Building Permit must be in accordance with the relevant Planning Permit. This Building Permit is not evidence of compliance with any requirements of any relevant Planning Scheme or Permit other than to confirm consistency as required by Section 24(1)(d) of the Act.
  10. The building work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress in accordance with the regulations.
  11. There must be no unauthorized encroachment of any part of the building work beyond the building alignment, title, or allotment boundary.

**Relevant Building Surveyor**

Name: **AZ Building Surveyors & Consultants Pty. Ltd**

ACN: **644 895 527**

Address: **PO Box 39 HALLAM VIC 3803**

Email: **info@azbuildingsurveyors.com.au**

Building practitioner registration no.: **CBS-L 100004**

Municipal district: **Whittlesea City Council**

**Designated Building Surveyor**



Name: **Ahmed Zia Nizami**

Building practitioner registration no.: **BS-L 66576**

Permit no.: **CBS-L 100004/2941318521099**

Date of issue of permit: **03 February 2025**



**AZ Building Surveyors & Consultants**  
**Zia Nizami (Building Surveyor & Consultant)**  
☎ 0417 334 688  
✉ info@azbuildingsurveyors.com.au  
🌐 www.azbuildingsurveyors.com.au  
Application Number: BLD20240798

Date : 26/11/2025

**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018  
**OCCUPANCY PERMIT**

**Property Details**

Number: <b>13</b>	Street/Road: <b>Fairhill Road</b>	Suburb: <b>WOLLERT</b>	Postcode: <b>3750</b>
Lot/s: <b>128</b>	LP/PS: <b>PS837651</b>	Volume: <b>12516</b>	Folio: <b>624</b>
Crown: allotment <b>N/A</b>	Section: No <b>N/A</b>	Parish: <b>N/A</b>	County: <b>VIC</b>
Municipal District: <b>Whittlesea City Council</b>			

**Building permit details**

Building permit number: **2941318521099**  
Version of BCA applicable to building permit: **NCC 2022 Volume 2.**

**Building Details**

Part of building to which permit applies:	Dwelling
Permitted use:	Residential
BCA Class of building:	1a(a)
Maximum permissible floor live load:	1.5
Maximum number of people to be accommodated:	
Part of building to which permit applies:	GArage
Permitted use:	Domestic
BCA Class of building:	10a
Maximum permissible floor live load:	1.5
Maximum number of people to be accommodated:	

Storeys contained: <b>1</b>	Rise in storeys (for Class 2-9 buildings):	<b>N/A</b>
Effective height: <b>N/A</b>	Type of construction:	<b>Residential</b>

**Suitability for occupation**

At the date this occupancy permit is issued, the to which this permit applies is suitable for occupation.

**Relevant building surveyor**

Name:	<b>AZ Building Surveyors</b>
Address:	<b>PO Box 39 HALLAM VIC 3803</b>
Email:	<b>info@azbuildingsurveyors.com.au</b>
Building practitioner registration no.:	<b>CBS-L 100004</b>
Municipal district name:	<b>Whittlesea City Council</b>
Occupancy Permit no.:	<b>CBS-L 100004/2941318521099</b>
Date of issue:	<b>26 November 2025</b>
Date of final inspection:	<b>14 November 2025</b>
Signature:	

# Domestic Building Insurance

## Certificate of Insurance

<p>13 Fairhill Road, Wollert</p> <p>13 Fairhill Rd WOLLERT VIC 3750</p>	<p>Policy Number: <b>C942510</b></p> <p>Policy Inception Date: <b>31/01/2025</b></p> <p>Builder Account Number: <b>008072</b></p>
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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: **13 Fairhill Rd WOLLERT VIC 3750 Australia**

Carried out by the builder: **MERCURI HOMES PTY LTD**

Builder ACN: **149804026**

**!** 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): **13 Fairhill Road, Wollert**

Pursuant to a domestic building contract dated: **16/12/2024**

For the contract price of: **\$ 249,000.00**

Type of Cover: **Cover is only provided if MERCURI HOMES 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\***

**BUSHFIRE AREA**

**Dwelling to be built in accordance with AS3959 in particular all roofing must be fully sarked.**

**PLEASE CHECK**

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

**IMPORTANT**

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

**AZ BUILDING SURVEYORS**

**BUILDING PERMIT**

**IT IS THE BUILDERS RESPONSIBILITY TO ENSURE THAT THE SITING OF THE BUILDING COMPLIES WITH THE ENDORSED PLANS**

Building act 1993 Regulations 2018

RBS: AZ Building Surveyors  
Date: 03/02/2025  
BSL: CBS  
BP: CBS-L 100004/2

Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.build.vic.gov.au/claims> to check the details on this policy are correct.

**THIS DOCUMENT FORMS PART OF PERMIT FROM AZ Building Surveyors & Consultants Pty Ltd**

Permit No.: **2941318521099**  
Dated: **03/02/2025**

### 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 Managed Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$3,110.00</b>
GST:	<b>\$311.00</b>
Stamp Duty:	<b>\$307.89</b>
<b>Total:</b>	<b>\$3,728.89</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**  
*Below are some examples of what to look for*

