

DATED

2025

AJAY TUGNAIT

to

CONTRACT OF SALE OF LAND

Property: 34 Spafield Road, Beveridge VIC 3753

Instant Conveyancing Services

PO Box 1353
LALOR VIC 3075
Tel: (03) 9939 6824
Fax: (03) 9478 7868
Ref: ARUN.B:13293

CONTRACT OF SALE OF REAL ESTATE

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Address: **34 SPAFIELD ROAD, BEVERIDGE VIC 3753**

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.

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 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

.....on/...../2025

Print name(s) of person(s) 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/...../2025

Print name of person signing **AJAY TUGNAIT**

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.

PARTICULARS OF SALE**VENDOR'S ESTATE AGENT****Harcourts Rata & Co**

Tel:

Fax:

Ref:

Email: sold@rataandco.com.au

VENDOR**AJAY TUGNAIT**

of:

**VENDOR'S CONVEYANCER
OR LEGAL PRACTITIONER****INSTANT CONVEYANCING SERVICES**

of PO Box 1353, Lalor VIC 3075

Tel: (03) 9939 6824

Fax: (03) 9478 7868

Ref: Arun Badgujar

Email: arun@instantconveyancing.com.au

PURCHASER

of:

**PURCHASER'S CONVEYANCER
OR LEGAL PRACTITIONER**

of:

Tel:

Fax:

Ref:

Email:

PROPERTY ADDRESS

The address of the property is

34 Spafield Road, Beveridge VIC 3753

LAND (General Conditions 3)

The land is –

Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 12549 Folio 271	331	PS 902496N
Volume Folio		

OR

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

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

All fittings and fixtures of a permanent nature as inspected

(General Condition 2.2(f))

(List or attach a Schedule)

PAYMENT

(General Condition 10)

Price	\$	
Deposit	\$	By (of which \$..... has been paid)
Balance	\$	payable at settlement

GST (General Condition 13)The price includes GST (if any) unless the words '**plus GST**' appear in this box:If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box**SETTLEMENT**

(General Condition 10)

is due on/...../20.....

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

The above date; or

14 days from the day occupancy permit is issued.

LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1, If '**subject to lease**' then particulars of the lease are:

TERMS CONTRACT

(General Condition 23)

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:

LOAN

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

- 1.1. 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2. The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3. In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1. The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. 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.
- 2.3. 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 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.
- 2.4. The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5. 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**.
- 2.6. Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1. 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.
- 3.2. 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.

4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.

- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or

- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable 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 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

12.2 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.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if 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 does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 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.

13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 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.
- 15.2 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.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
 - (d) by email

- 17.3 This general condition applies to the service of any demand, notice or document by or on any party,

whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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.

20. 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.

21. Notices

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. Terms contract

23.1 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.

23.2 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.

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. Interest

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

27. Default notice

- 27.1 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.
- 27.2 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.

28. Default not remedied

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.

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

SPECIAL CONDITIONS

1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing ☐ National Law and special condition 1 applies, if the box is marked "EC".

1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

1.3 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.

1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonable practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement.

1.6 Settlement occurs when the workspace records that:

- (a). the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b). if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

1.7 The parties must do everything reasonably necessary to effect settlement:

- (a). electronically on the next business day; or
- (b). at the option of either party, otherwise than electronically as soon as possible if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

1.9 The purchaser must before settlement:

- (a). ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
- (b). ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
- (c). ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
- (d). be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchaser's breach of special conditions 1.9 (a) – (c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
- (e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.

1.10 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the purchaser in accordance with General Condition 6.

2 Compliance with Sale of Land Act

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

3 Jointly and Severally

3.1 If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.

3.2 Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

4 Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent 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 in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

5 Acceptance of Title

General Condition 12.4 is added:

12.4 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.

6 Adjustments

General Condition 15 is amended by the inclusion of the following clauses;

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the Vendors conveyancer.

7 Notices

General Condition 21 is replaced with the following:

21.NOTICES

21.2 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.

21.2 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.

21.3 The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

8 Transfer of Land and Duties On Line

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of the Special Conditions 8 and 1.10 and General Condition 6.

9 Identity of Land

(a). The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the vendor from the Vendor's obligation or affect the right of the purchaser pursuant to Section 9AC of the Sale of Land Act 1962 (as amended).

(b). General Condition 3 of Form 2 shall not apply to this Contract of Sale.

10 Condition of Property and Chattels

- (a). The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels.
- (b). The Purchaser signs this Contract accepting delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof.
- (c). The Purchaser agrees that the Vendor is under no liability or obligation to carry out renovations, alterations or improvements at the Property after the date of sale.
- (d). The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding anything so as to benefit the Purchaser and/or the value of the property.
- (e). General Conditions 24.4, 24.5 and 24.6 shall not apply.

11 Representation and Warranty

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

12 Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

13 Default Interest

- (a). Should the Purchaser default in payment of any money due under this Contract, then interest will be charged at an additional four per cent higher than the rate specified in General Condition 26 and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 13(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.
- (d). The provisions of General Condition 26 shall not apply to this Contract of Sale.

14 Cancellation and Re-Scheduling of Settlement

- (a). The Purchaser, if at fault, will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be known and disclosed within the PEXA workspace, if applicable and deemed as foreseeable losses;
- (b). The Purchaser will be liable for administrative fees being \$300 plus GST per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and alter settlement date and or time.
- (c). The Purchaser acknowledges that should a paper settlement after being arranged be cancelled and/or rescheduled be liable for a settlement re-attendance and re-scheduling fee.

15 Settlement Cheques

The Vendors conveyancer will provide cheque direction as to cheque(s), if any, required for settlement and the Purchaser will not query, question or dispute the number of cheques required to facilitate settlement and the provisions of General Condition 11.6 shall not apply to this Contract of Sale.

16 Nomination

The Named Purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract of Sale. The named Purchaser and Nominated Purchaser will be required to produce a Nomination Form duly executed by the parties. Any substitute or additional nominees may incur a fee of \$250 plus GST payable by the purchaser.

17 Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

18 Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

19 Auction

(a). When the property is offered for sale by public auction the sale is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

20 Foreign Resident Capital Gains Withholding;

20.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise;

20.2 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission 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.

20.3 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).

20.4 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.

20.5 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 obligation in the special condition; and
- (b) Ensure that the representative does so.

20.6 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 monies under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
- (b) Promptly provide the vendor with proof of payment; and
- (c) Otherwise comply, or ensure compliance with, this special condition; despite
- (d) Any contrary instructions, other than from both the purchaser and the vendor; and
- (e) Any other provision in this contract to the contrary.

20.7 The representative is taken to have complied with the obligations in special condition 18.6 if;

- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA or any other electronic conveyancing system agreed by the parties; and

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

20.8 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 date of settlement.

20.9 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 of 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.

20.10 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

21 GST Withholding Payments and Notifications

21.1 In this Special Condition 21.1 terms have the following meanings;

- (a) Commencement Date means 1 July 2018
- (b) Commissioner has the meaning given to that term in the TA Act;
- (c) GST Withholding Amount means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
- (d) Operative Date means 1 July 2020.
- (e) Purchasers Notice means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
- (f) TA Act means the Taxation Administration Act 1953 (Cth); and
- (g) Vendor Notice means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

21.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.

21.3 Subject to Special condition 21.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.

21.4 Subject to Special Condition 21.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 21.4 the Vendor effects settlement after the date settlement is due under the Contract.

21.5 This special condition will not merge on settlement.

22 Release of Security General Condition 8

Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

23. Finance Clause

23.1 The Parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

23.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must provide written proof to the Vendor from the potential lender refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance. **A decline letter from a broker will not be accepted.**

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We, ... of

and..... of

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

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

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

this day of 2025

SIGNED by the said

)

Print Name:

)

.....
Director (Sign)

in the presence of:

)

Witness:

)

Sale of Land Regulations 2005

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
 2. The auctioneer may refuse any bid.
 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 4. The auctioneer may withdraw the property from sale at any time.
 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
-

INFORMATION ONLY

Schedule 5

Regulation 6

Information concerning the conduct of public auctions of land

Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids—

- any person bidding for a vendor other than—
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
 - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.

- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "LawToday".

SPECIAL CONDITIONS ("SC")

1. INTERPRETATION

- 1.1 "Bank Guarantee" means an unconditional and irrevocable guarantee by a Bank, subject to the terms of this Contract and in a form satisfactory to the vendor with an expiry date of at least 120 days after the expiry of the Registration Period.
- 1.2 "Builder" means a person who is registered as a building practitioner licensed to undertake domestic building works under the Building Act 1993.
- 1.3 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking Business.
- 1.4 "Common Property" means areas marked as common property on the plan.
- 1.5 "Deposit Bond" means an unconditional and irrevocable undertaking by a General Insurance Company approved by the vendor, subject to the terms of this Contract and in a form satisfactory to the vendor with an expiry date of at least 120 days after the expiry of the Registration Period.
- 1.6 "Defects Rectification Period" means the period of six months after the registration of the plan or three months after the settlement date whichever is the later.
- 1.7 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2008 version.
- 1.8 "Land" means the land described in the particulars of sale.
- 1.9 "Major Domestic Building Contract" has the same meaning given to the term in the Domestic Building Contracts Act 1995.
- 1.10 "Occupancy Period" means the period of 48 months commencing on the day of sale.
- 1.11 "Owners Corporation Regulations" means the Owners Corporations Act 2006 or any subsequent amending regulations.
- 1.12 "Particulars of Sale" means the particulars of sale to which these special conditions are attached.
- 1.13 "Plan" means the proposed plan of subdivision referred to in the particulars of sale.
- 1.14 "Planning Consent Date" means the period of 12 months commencing on the day of sale.
- 1.15 "Planning Permit" means the Planning Permit issued for the project.
- 1.16 "Project" means the development of residential apartments and associated facilities on the land generally in accordance with the plans attached to this contract.
- 1.17 "Registration Period" means the period of 48 months commencing on the day of sale.
- 1.18 "Regulations" means the Building Regulations currently in existence as at the date this contract is signed or as subsequently amended.
- 1.19 "Table A" means Table A incorporated into the Seventh Schedule to the Transfer of Land Act 1958.

1.20 "Vendor's costs" means all costs incurred by the vendor in accordance with Special Condition 20 including but not limited to legal Costs architectural engineering and consulting costs.

1.21 "Vendors Statement" means a statement in accordance with Section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.

1.22 "Works" means the works described in the plans and specifications annexed hereto-forming part of the project.

1.23 Headings are part of this Contract but are for identification purposes only.

1.24 Where there is more than one person comprising the vendor or purchaser each such person shall be bound hereby jointly and severally.

2. IDENTITY

The purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the property or deficiency in its area or measurements or call upon the vendor to amend title or bear all or any part of the cost of so doing. Condition 3 of Table A shall not apply to this contract.

3. PLANNING SCHEMES

The property is sold subject to any restriction as to use under the planning permit, the plan, the Owners Corporations Regulations, any order plan scheme regulation by law or requirement made by any authority empowered by any legislation to control or restrict the use of land. No such restriction shall constitute a defect in the title of the vendor or affect the validity of this contract and the purchaser shall not make any requisition or objection nor be entitled to claim for any compensation from the vendor in respect of any non-compliance or breach of such matters.

4. ENTIRE AGREEMENT AND NO REPRESENTATIONS

4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or the vendors statement which may have been made for or on behalf of the vendor is hereby withdrawn and shall not be relied upon by the purchaser.

4.2 The purchaser agrees there is no other agreement or warranty in existence relating to this sale other than the Major Domestic Building Contract referred to in special condition 16.

4.3 The purchaser agrees that he is not relying upon any representation made by or on behalf of the vendor to the purchaser or a representative of the purchaser and that the purchaser is relying upon his own enquiries made before signing this contract.

5. GUARANTEE

Where the purchaser is a corporation not listed on an Australian Stock Exchange the purchaser shall obtain the execution by all the directors of the Corporation contemporaneously with the signing of the contract by or on behalf of the purchaser a guarantee in the form annexed hereto. If the duly executed Guarantee is not delivered to the vendor within the time specified the purchaser shall be in default under this Contract.

6. TIME FOR SETTLEMENT

- 6.1 If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the Balance on the Settlement Date, that obligation must be performed by no later than 3:30pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 6.2 If the purchaser is not in default under this contract, the purchaser shall pay to the vendor's representative the sum of \$250.00 for each change to the settlement date made with the vendor's consent, at the purchaser's request.

7. GENERAL CONDITIONS

- 7.1 The parties to the contract agree that if there is any inconsistency between the Special Conditions and the General Conditions of the contract, the Special Condition will prevail and have priority.

- 7.2 The General Conditions are amended as follows:

- i) General Condition 8 is deleted.
- ii) General Condition 11.1 (b) is amended by deleting 'if there is no estate agent'.
- iii) General Condition 11.4 (b) is amended by substituting 'by draft' with 'bank'.
- iv) General Condition 11.6 is amended by substituting 'three bank cheques' with 'five bank cheques'.
- v) General Condition 15.2 (a) is deleted.
- vi) General Condition 15.2 (b) is deleted.
- vii) General Condition 18 is amended to read 'The purchaser and their guarantors may nominate a substitute or additional purchaser, but the named purchaser and their guarantors remain personally liable for the due performance of all the purchaser's obligations under this contract.'
- viii) General Condition 20 is amended so that the following sentence is inserted at the end of the condition. 'Where the purchaser is a Trust the vendor may require one or more of the Trustees (or the directors of the Trustee proprietary limited company) to personally guarantee the purchaser's performance of the contract.'
- ix) General Conditions 24.2, 24.4, 24.5 and 24.6 are deleted.
- x) General Condition 25 is amended to substitute 'A party who breaches this contract must pay to the other party on demand:' with 'A purchaser who breaches this contract must pay to the vendor on demand:'
- xi) General Condition 26 is deleted.

8. DEFAULT

8.1 The purchaser acknowledges that:

- i) If the purchaser fails to complete the purchase of the Property on the Settlement date under this Contract, the vendor will or may suffer additional losses and expenses; and
- ii) the losses and expenses described in special condition 8.2 are agreed to be reasonably foreseeable and shall be deemed to be "reasonable expenses" for the purposes of General Condition 27.2 (b) (ii) of this Contract.

8.2 The purchaser, in addition to the interest chargeable under this Contract, shall pay or reimburse the vendor on demand for:

- i) interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the Property, calculated from the due date for settlement;
- ii) any additional legal costs and expenses occasioned by the default as between solicitor and client on an indemnity basis.
- iii) The purchaser agrees that the reasonable costs of each and every default is the sum of \$440.00 (inclusive of GST) together with a further sum of \$550.00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this Contract or otherwise.

8.3 If the purchaser defaults in payment of any money under this Contract the purchaser shall pay to the vendor interest at the rate being 6 per cent higher than the Rate prescribed from time to time pursuant to Section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the vendor.

9. DEPOSIT

9.1 The Deposit payable under this contract shall be paid to the vendor's solicitors to be held on trust for the purchaser until registration of the plan.

9.2 The vendor and the purchaser hereby authorise the vendor's solicitors to invest the whole or any part of the Deposit in an Australian Trading Banking Institution but the solicitor need not invest the deposit.

9.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.

9.4 In the event that the purchaser is entitled to the deposit monies, the purchaser is not entitled to any interest on the deposit unless and until the purchaser advises the vendor's conveyancer of the purchaser's tax file number.

10. UNREGISTERED PLAN

The purchaser acknowledges that the land is a Lot on a proposed plan of subdivision which has not been certified by the responsible authority or registered with the Land Titles Office in accordance with the Subdivision Act 1988 as amended.

The vendor shall at its own expenses procure the certification and registration of the plan. If the plan is not registered within the registration period from the date of sale then either party may at any time. After the expiration of that period but before the registration of the plan rescind this contract.

11. ALTERATIONS TO PLAN OF SUBDIVISION

11.1 The vendor reserves the right to make any alterations to the plan which may be required to secure its registration. Subject to the provisions of Sections 9AC and 9AH of the Sale of Land Act the purchaser shall make no objection or requisition or claim any compensation in respect of such amendment of areas boundaries measurements or occupation on the ground that when registered the does not accord with the plan annexed to this contract.

11.2 The purchaser acknowledges that the vendor and/ or owners corporation may, at the recommendation or requirement of a public authority enter into agreements with authorities or the council relating to the plan of subdivision.

11.3 If any requirement imposed for the certification or registration of the plan is in the opinion of the vendor too onerous for the vendor to perform or if registration of the plan is refused other than due to the actions of the vendor then the vendor may rescind this contract.

11.4 The vendor reserve the right to join or consolidate carpark and/ or storage lots (as shown on the proposed plan of subdivision) with principal lots (as shown on the proposed plan of subdivision) to form one lot prior to the registration of the plan of subdivision. The purchaser will not make any objection or requisition on the grounds that any carpark lot or storage lot has been joined or consolidated with the principal lot.

12. NATURAL SURFACE LEVEL OF THE LAND

The vendor hereby discloses to the purchaser that there may be works which affect the natural contours of the land or any land abutting the land specified in the architectural drawings and the plan. If such works exist, they are disclosed in the said architectural drawings annexed to this contract and the plan and they are the only works to the knowledge of the vendor which have been or are to be carried out on the land after the certification of the plan and before the date of this contract or are at the date of this contract being carried out or proposed to be carried out on the land. In particular (if applicable) the vendor discloses the part of the works involving the basement car park as significantly affecting the natural contours of the land.

13. OWNERS CORPORATION

13. 1 The purchaser acknowledges that the property is sold subject to the provisions of the Subdivision Act including the lot entitlement, the Owners Corporation regulations, the express and implied easements affecting the land pursuant to that Act and any special rules of the Owners Corporation that may be attached to the vendors statement.

13. 2 The amount of any Special Levy made upon the vendor pursuant to any Regulation of the Owners Corporation Act in relation to the liabilities of the Owners Corporation before the Date of Sale shall be borne by the vendor and the amount of any such levy made on the vendor after the date of sale shall be borne by the purchaser and such levy shall not be an apportionable outgoing.

13.3 General Levies pursuant to the Owners Corporation Regulations shall be adjusted as apportionable outgoings.

14. STAMP DUTY

14. 1 The vendor will provide to the purchaser a statutory declaration as required by the State Revenue Office attributing a portion of the purchase price on which stamp duty is payable.
14. 2 The purchaser does not rely on any estimate provided to them by the vendor, selling agent or Conveyancer. The vendor does not make any warranty as to the amount of Duty payable pursuant to the Duties Act 2000 upon the sale and the purchaser acknowledges that it shall be liable for all duty payable upon the transfer as assessed by the State Revenue Office and shall not make any claim upon the vendor in relation thereto.

15. THE WORKS

- 15.1 No major variation to the works shall be carried out without the consent of the purchaser which shall be given promptly and reasonably but any minor variations such as the substitution fixtures and fittings of the same or similar quality or design may be approved by the vendor without reference to the purchaser
- 15.2 If the works have not been completed within the occupancy period then the purchaser may terminate this contract by written notice to the vendor at any time before a certificate of occupancy is issued but otherwise the purchase shall have no right or remedy against the for the failure to complete the works or any delay thereof.
- 15.3 The purchaser shall not delay settlement in accordance with this contract or retain any part of the Balance as an assurance for the vendor to rectify or complete works but shall settle as required by the contract.
- 15.4 The architectural plans enclosed (if any) in this contract are indicative only and may have been reproduced in a smaller size. The purchaser should inspect the large scale of these plans.
- 15.5 The plan of subdivision shall take precedence over the architectural plans.

16. DOMESTIC BUILDING CONTRACTS ACT

16. 1 The vendor will employ a Builder to complete the works prior to the settlement date pursuant to a Major Domestic Building Contract pursuant to the Domestic Building Contracts Act ("the Act") and the purchaser admits that this is not a Major Domestic Building Contract.
- 16.2 If notwithstanding special condition 16.1 this document is found to be a Major Domestic Building Contract by a competent authority or Court then the purchaser agrees to join with the vendor to alter the terms of this contract so that it complies with the Act and the purchaser shall not claim any compensation or seek to rescind this contract by reason of this contracts non compliance with the Act. Any such variation shall not entitle the purchaser to rescind this contract or delay settlement nor require any variation to the Major Domestic Building Contract entered into between the vendor and the builder.
- 16.3 The vendor will require the builder to make good all defects in the works encompassed by the Major Domestic Building Contract as a result of defective workmanship and or materials if the purchaser notifies such defects to the vendor within the Defects Rectification Period by or on behalf of the responsible authority.

17. CAVEAT

17.1 The purchaser shall not lodge or permit to be lodged any caveat to protect the purchaser's interests before registration of the plan. The purchaser irrevocably appoints the vendor as its attorney to enable the vendor to withdraw such a caveat if it is lodged before registration of the plan.

17.2 The Purchase agrees that such lodgment of a caveat will cause the vendor to suffer damages as a result thereof and indemnifies the vendor for such damages, which shall be added to the balance and payable at settlement.. Any rights under this condition shall not be affected by any rescission of this contract by either party.

18. PURCHASER SHALL NOT HINDER VENDOR AND PROVIDE ACCESS AFTER COMPLETION

18.1 So long as the vendor is the owner of any Lot or a member of the owners corporation or while a Mortgagee or Chargee of the vendor has any interest in the Land then the purchaser agrees not to enforce any Rules of the owners corporation against the vendor where to do so would prevent hinder delay or obstruct or interfere with the timely completion of the works and the project.

18.2 The purchase will not vote at any meeting of the owners corporation to prevent the erection of barriers or signs necessary or desirable to proceed with the works, taking sole and exclusive possession of any part of the common property in order for the vendor to carry out and complete the works and erecting for sale promotional advertising or other signs as the vendor may require on any part of the common property and using all points of entry and egress for the purposes of carrying out the works and also for the purpose of marketing and or promoting other parts of the project and to block such points as may be necessary to carry out and complete the works but so as not to deny the purchaser access after this sale has been completed. This condition shall not merge with the completion of the sale.

19. TITLE

19.1 The property is sold subject to any restrictions (including Section 173 Agreements) imposed before the day of settlement by any authority affecting the use or development of the property. The purchaser acknowledges that any such restriction shall not affect the validity of the contract and does not constitute a defect in the title.

19.2 The purchaser shall accept at settlement a duly executed transfer of land with an order to register endorsed thereon by the vendor and the purchaser shall not delay settlement due merely to the Land Titles Office not issuing the Certificate of Title for the Lot after registration.

20. VARIATIONS BY PURCHASER

20.1 The vendor may at its sole discretion agree to changes proposed by the purchaser to the initial plans and specifications for the works and in such instance the vendor shall deliver a quotation for the changes to the purchaser as soon as practicable. The purchaser shall agree to such costs within seven days of the quotation for the amendments being submitted and upon acceptance the vendor shall prepare and provide new plans and specifications at the cost of the purchaser. The purchaser shall agree to the amended plans and specifications by signing the same and they will then form part of this contract. Should the purchaser not accept the plans then the purchasers' rights to such amendment shall lapse and the original contract shall remain as if this condition did not apply but the purchaser shall still be responsible for the vendor's costs of preparing the new plans and specifications.

20.2 The non-acceptance of the purchaser of the plans in any instance shall not preclude the purchaser from seeking further amendments under this special condition under the same terms.

20.2 Upon acceptance of the plans and specifications then the amended plans shall form part of the contract and both parties and the works shall be governed by the terms of this contract as if the amended plans and specifications were originally prescribed.

20.3 The Purchaser agrees that there will be no reduction in the purchase price of the land notwithstanding any reduction in the cost of construction due to the variations agreed between the parties.

20.4 The purchaser agrees that the vendor is restricted from obtaining further quotations for variations pursuant to its building contract with the builder and consequently the builder does not provide any warranty that the costs of any variation will be fair reasonable or competitive.

20.5 If requested by the vendor the purchaser shall pay to the vendor the vendor's costs pursuant to this condition within 7 days of an invoice being submitted to the purchaser and in default of such payment the purchaser shall be in default under this contract.

21. ACCESS AND POST SETTLEMENT MATTERS

The purchaser acknowledges that:

- i) All lots on the plan may not be sold before settlement.
- ii) The vendor will conduct marketing activities in or about the project which will include among other things the placing of signs and other marketing materials on apartments (except the Lot sold hereby) and the common property within the land comprising the plan after the settlement date.
- iii) The builder may be required or be desirous of carrying out rectification and repair works after settlement date and may need access to the Lot the common property, other Lots and the project to carry out such works.
- iv) The purchaser shall grant the vendor and its servants a right of access for the purposes set out in sub-clauses (b) and (c).
- v) This condition shall be read in aid of Special Condition 18.

22. DEPOSIT BOND ALLOWED

22.1 If the particulars of sale permit the deposit to be payable by a "Deposit Bond" such requirement will only be satisfied by the delivery to the vendor's estate agent or its conveyancer the duly executed original of a bond from a reputable and solvent organisation in all respects approved by the vendor securing the payment of the deposit under this contract to the vendor by the purchaser.

22.2 Such bond shall remain enforceable against the provider of the bond between the date of sale and the date of completion and the terms of the bond shall provide that payment to the vendor pursuant to the bond shall be made within forty eight hours (where the deposit is entitled to be released to the vendor under section 27 of the Sale of Land Act 1962) after the vendor notifies the provider of the bond that the contract has been terminated by the vendor due to the default of the purchaser.

22.3 Where the purchaser is in default under the contract but not yet entitled to the release of the deposit under section 27 of the Sale of Land Act 1962, the vendor shall be permitted to notify the bond provider of the default and inform the bond provider that it will be required to be paid upon entitlement of the release of the deposit moneys to the vendor under Section 27 of the Sale of Land Act 1962.

23. FIRB APPROVAL

23.1 Special Condition 23 applies only if the purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Regulations.

23.2 The purchaser must complete and submit their application to the FIRB within 5 days of the day of sale and provide a copy of the application to the vendor's representative during this same period.

23.3 The contract will be conditional upon the purchaser obtaining approval from the FIRB within 45 days of the day of sale.

23.4 The purchaser must provide written notification to the vendor's representative within 1 business day of receiving a written outcome from the FIRB.

23.5 The vendor may end this contract if the purchaser does not meet their obligations under Special Condition 23.

24. VENDOR'S RIGHT TO TERMINATE

The vendor may end the Contract by written notice to the purchaser if:

- i) Within 12 months of the day of sale the vendor has not entered in to unconditional sales for 50% or more of the lots in this subdivision.
- ii) Any requirement imposed by an Authority for construction or plan is, in the opinion of the vendor, too onerous for the development to proceed.
- iii) The Planning Permit is not approved by the Planning Consent Date.

25. OUTGOINGS

25.1 All outgoings for the property are to be adjusted as if they have been paid in full by the vendor at settlement. The vendor will be obliged to pay these outgoings when they fall due and it shall not be a requirement of the purchaser that the vendor shall pay these outgoings at any earlier date.

25.2 Where the date of sale is prior to the registration of the plan of subdivision, reimbursement by the purchaser to the vendor for outgoings including council rates, water rates and are to be calculated from the date of the registration of the plan of subdivision rather than the date of settlement.

25.3 Owners Corporation fees (where applicable) will be adjusted from the date of settlement.

26. LATE TRANSFER

The late delivery of the Transfer of Land pursuant to General Condition 6 shall be a default under this contract pursuant to General Condition 27 and a late delivery fee of \$55.00 shall be payable to the vendors representative at settlement.

27. NOMINATION

If the named purchaser chooses to nominate a substitute or additional purchaser the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- (a) The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.
- (b) If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative signed by all the directors of the said incorporated body.
- (c) Execute any other documents required by the vendor's solicitor including a new Contract of Sale.

28. ASSIGNMENT OF RIGHTS

- (a) The vendor may, prior to settlement may assign, charge or mortgage any of its rights, obligations or rights under this contract or all part of the property.

The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.

- (b) Should the vendor require, the purchaser must, within 14 days of receipt, execute and deliver to the vendor's conveyancer a Deed of Novation, prepared by the vendor's solicitor.

- (c) Should the deposit be paid by the purchaser by way of Bank Guarantee, at the vendor's request in writing, the purchaser must provide a replacement Bank Guarantee in favour of the new vendor within 14 days.

- (d) The purchaser hereby irrevocably appoints the vendor and any of its directors as joint and several attorneys to execute the Deed of Novation if the purchaser fails to execute the Deed of Novation within 14 days of being requested to do so by the vendor.

- (e) The purchaser is not entitled to delay settlement, make any claim, enquiry or requisition in respect of any of the matters in this special condition, or rescind this contract as a result of the vendor assigning its rights under this contract.

29. SERVICE CONNECTIONS

The vendor is not obliged to connect services to the property but will ensure the services (as deemed required by the vendor) are available for connection by the purchaser. The purchasers shall reimburse the vendor, as an adjustment in the balance payable at settlement, for any services connected by the vendor to the property prior to settlement.

30. Section 10F of The Sale of Land Act

- (a) This Special Condition 30 only applies if section 10F of the Sale of Land Act is in effect on or before the Day of Sale
- (b) For the purpose of Section 10F of the Sale of Land Act, if the Vendor wishes to rescind this Contract, the Purchaser acknowledges that:
 - (i) The Vendor is required to give notice of a proposed rescission of the contract under the sunset clause
 - (ii) The Purchaser has the right to consent to the proposed rescission but is not obliged to consent.
 - (iii) The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the contract.
 - (iv) The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	34 SPAFIELD ROAD, BEVERIDGE VIC 3753	
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Vendor's name	AJAY TUGNAIT	Date
Vendor's signature		/ /

Purchaser's name		Date
Purchaser's signature		/ /

Purchaser's name		Date
Purchaser's signature		/ /

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$5,000.00

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
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9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(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.

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

Page 1 of 1

VOLUME 12549 FOLIO 271

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LAND DESCRIPTION

Lot 331 on Plan of Subdivision 902496N.
PARENT TITLE Volume 12521 Folio 561
Created by instrument PS902496N 24/05/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AJAY TUGNAIT of 34 SPAFIELD ROAD BEVERIDGE VIC 3753
AY119434X 20/06/2024

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS902496N 24/05/2024
Expiry Date 01/01/2029

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.

DIAGRAM LOCATION

SEE PS902496N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ100653G (E)	NOMINATION OF ECT TO LC	Completed	30/04/2025

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

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

Street Address: 34 SPAFIELD ROAD BEVERIDGE VIC 3753

ADMINISTRATIVE NOTICES

AZ100653G NOMINATION OF ECT TO LC 30/04/2025
eCT Nominated to Lodgement Case 1389421726

eCT Control 18409M INSTANT CONVEYANCING SERVICES PTY. LTD.
Effective from 20/06/2024

DOCUMENT END

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Document Type	Plan
Document Identification	PS902496N
Number of Pages (excluding this cover sheet)	6
Document Assembled	14/05/2025 17:24

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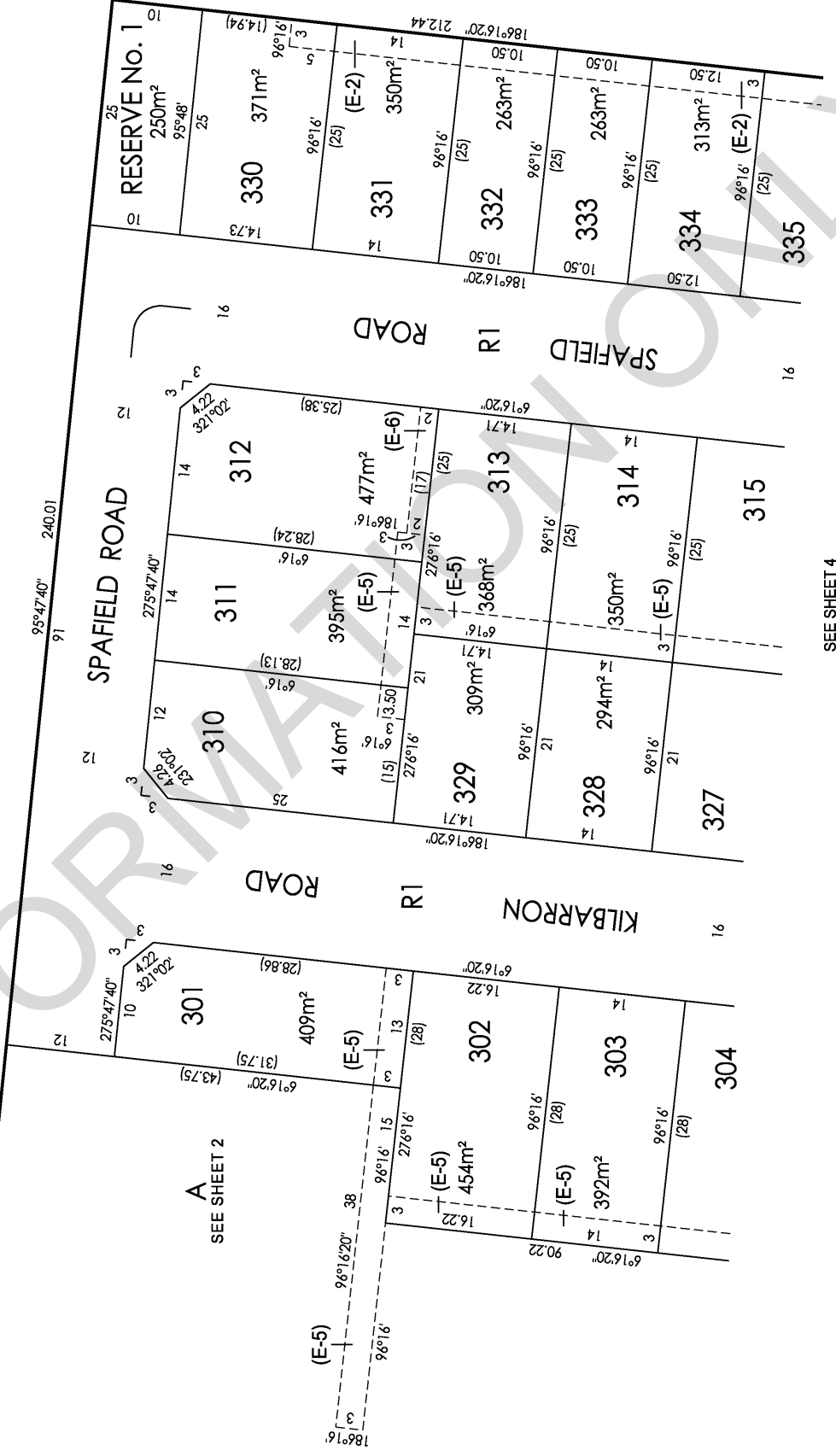
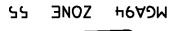
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PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1	PLAN NUMBER PS 902496N	
LOCATION OF LAND PARISH: MERRIANG TOWNSHIP: --- SECTION: --- CROWN ALLOTMENT: --- CROWN PORTION: 15 (PART) TITLE REFERENCES: VOL. 12521 FOL. 561 LAST PLAN REFERENCE: LOT A ON PS902492W POSTAL ADDRESS: 75 STEWART STREET (at time of subdivision) BEVERIDGE 3753 MGA 94 CO-ORDINATES: E: 322 080 ZONE: 55 (of approx. centre of plan) N: 5 850 850 DATUM: GDA94		Council Name: Mitchell Shire Council Council Reference Number: PLS029/22 Planning Permit Reference: PLP037/13 SPEAR Reference Number: S191394S Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Rhonda Willingham for Mitchell Shire Council on 13/05/2024 Statement of Compliance issued: 13/05/2024		
VESTING OF ROADS OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 300 (BOTH INCLUSIVE), EASEMENT (E-1) AND (E-4) HAVE BEEN OMITTED FROM THIS PLAN TOTAL ROAD AREA: 0.793 ha		
ROAD R1 RESERVE No. 1 RESERVE No. 2	MITCHELL SHIRE COUNCIL MITCHELL SHIRE COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). IN PROCLAIMED SURVEY AREA No. 74 STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. PLP037/13.02				
ESTATE: LYRA 3		AREA: 2.565 ha	No. OF LOTS: 52	MELWAY: 686:C:2
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-2)	DRAINAGE	SEE PLAN	PS902436H	MITCHELL SHIRE COUNCIL
(E-2)	SEWERAGE	SEE PLAN	PS902436H	YARRA VALLEY WATER
(E-3)	DRAINAGE	SEE PLAN	PS902492W	MITCHELL SHIRE COUNCIL
(E-3)	SEWERAGE	SEE PLAN	PS902492W	YARRA VALLEY WATER
(E-5)	DRAINAGE	SEE PLAN	THIS PLAN	MITCHELL SHIRE COUNCIL
(E-5)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
(E-6)	DRAINAGE	SEE PLAN	THIS PLAN	MITCHELL SHIRE COUNCIL
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 10609/3 VERSION: 8 Digitally signed by: David John Versteegen, Licensed Surveyor, Surveyor's Plan Version (8), 09/04/2024, SPEAR Ref: S191394S		ORIGINAL SHEET SIZE A3 SHEET 1 OF 6 SHEETS PLAN REGISTERED TIME: 11:35am DATE: 24/05/2024 SN Assistant Registrar of Titles
CHECKED EZ	DATE: 24/10/2023			

PLAN OF SUBDIVISION

PLAN NUMBER

PS 902496N



SEE SHEET 4

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SCALE

1:500

REF: 10609/3

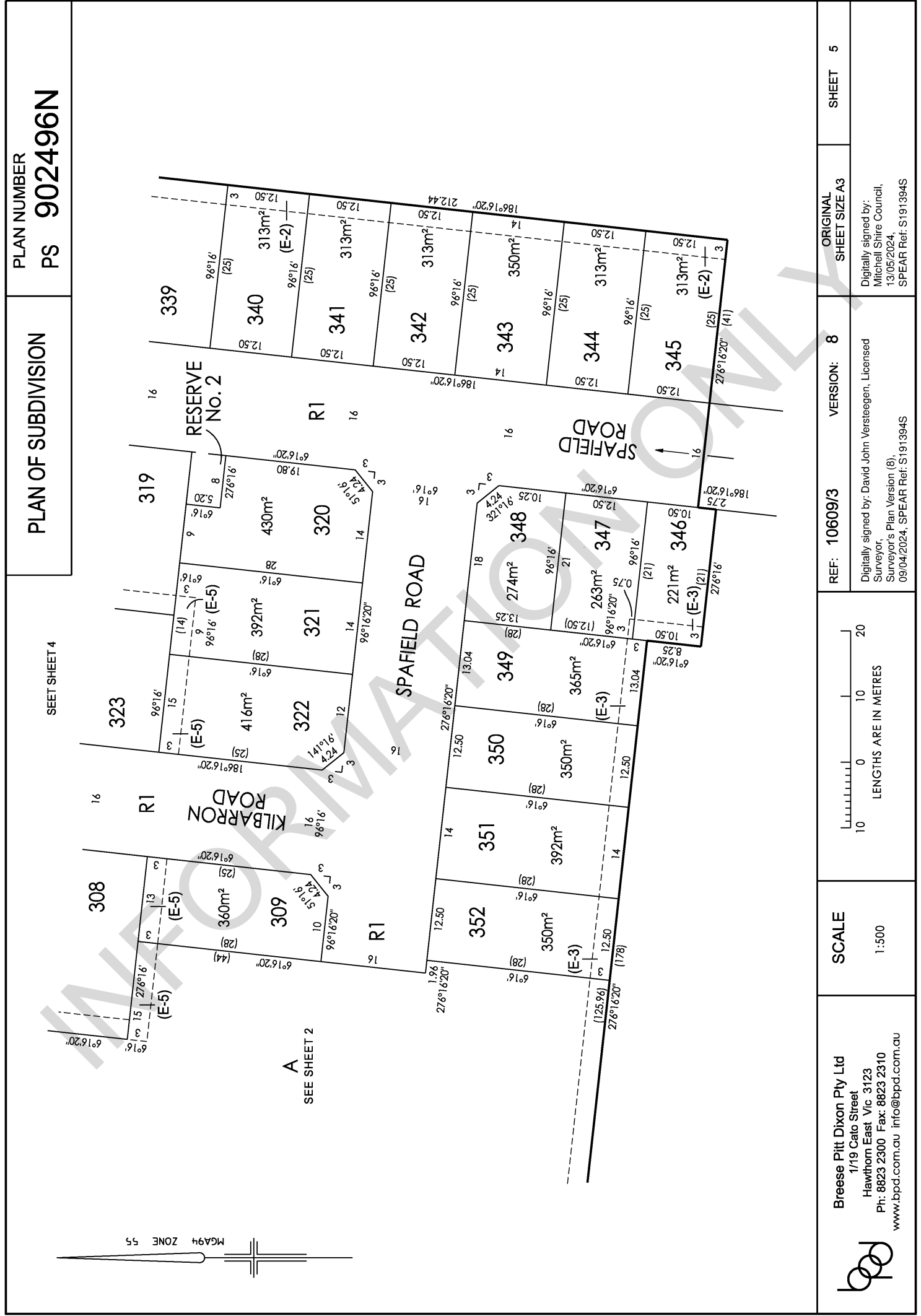
VERSION: 8

ORIGINAL

SHEET 3

Digitally signed by:
Mitchell Shire Council,
13/05/2024,
SPEAR Ref: S191394S

Digitally signed by: David John Versteegen, Licensed
Surveyor,
Surveyor's Plan Version (8),
09/04/2024, SPEAR Ref: S191394S



PLAN OF SUBDIVISION	PLAN NUMBER PS 902496N
---------------------	---------------------------

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restriction is to be created.

Restriction 1

For the purposes of this restriction:

Land to benefit : Lots 301 to 352 (both inclusive).
Land to be burdened: Lots 301 to 352 (both inclusive).

Description of Restriction :

- (a) The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened must not subdivide or allow a lot to be subdivided
- (b) The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed:
 - (i) In the case of lots less than 300m² any dwelling unless in accordance with the small lot housing code or unless a specific planning permit for the said dwelling has been obtained from Mitchell Shire Council. For the purpose of this restriction the following applies:
Type A- Lots 304, 306, 323 to 328 (both inclusive), 332, 333, 335 and 346 to 348 (both inclusive).
Type B- Nil.
 - (ii) In the case of lots 300m² or over, any dwelling other than in accordance with MCP No. AA9977

Restriction 2

For the purposes of this restriction:

Land to benefit : Lots 301 to 352 (both inclusive).
Land to be burdened: Lots 301 to 352 (both inclusive).

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot forming part of the land to be burdened must not build or permit to be built or remain on the lot or any part of it;

Any building on a lot unless the plans for such a building are endorsed as being in accordance with the "Gateway Design Guidelines" prior to the issue of a building permit. The requirement for such endorsement shall cease to have effect on the lot after an occupancy permit under The Building Act 1993 is issued for the whole of the dwelling on the said lot.

All these restrictions will cease to affect the burdened lots after 01/01/2029

 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	SCALE		ORIGINAL SHEET SIZE A3	SHEET 6
	Digitally signed by: David John Versteegen, Licensed Surveyor, Surveyor's Plan Version (8), 09/04/2024, SPEAR Ref: S191394S		REF: 10609/3	VERSION: 8
		Digitally signed by: Mitchell Shire Council, 13/05/2024, SPEAR Ref: S191394S		

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Document Identification	AA9977
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**Memorandum of common provisions
Restrictive covenants in a plan
Section 91A Transfer of Land Act 1958**

AA9977
Privacy Collection Statement

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

Lodged by	
Name:	Stockland Development Pty Limited
Phone:	03 9095 5000
Address:	Level 36, 525 S Collins Street, Melbourne VIC 3000
Reference:	MCP Lyra Stage 3
Customer code:	21268K

This memorandum contains provisions which are intended for inclusion in plans under the Subdivisions Act 1988 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the plan:

Burdened land: As set out in plan of subdivision PS902496N.

Benefited land: As set out in plan of subdivision PS902496N.

Covenants: PRELIMINARIES

- A** This MCP provides details of the approved building envelopes and the information necessary to interpret the approved building envelopes.
- B** This MCP includes:
- i Any varied design parameters from the Building Regulations.
 - ii Matters not covered by the Building Regulations.
- C** Any matter not addressed in this MCP will still need to be addressed as required by the Building Regulations.
- D** This MCP is retained by the Registrar of Titles pursuant to section 91 (A) of the Transfer of Land Act.

PROVISIONS

Any building requiring a building permit to be constructed on a lot to which this MCP applies must be sited within the approved building envelope.

35402012

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

91ATLA

Page 1 of 8

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18/04/2023

Memorandum of common provisions
Restrictive covenants in a plan
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This MCP will specify any encroachments allowed outside the approved building envelope.

1 TEXT OF RESTRICTIONS

1.1 Minimum street setbacks (refer regulation 74)

1.1.1 The following may encroach a maximum of 1.5 metres into the minimum front street setback and 1 metre into the setback on a side street or laneway:

- a Façade treatments, balconies, verandahs, open porches, covered walkways and porticos that are less than 3.6 metres high
- b Eaves, facias and gutters

1.2 Side and rear Setbacks (refer regulation 79)

1.2.1 Side and rear setbacks for building elements (such as wall and roof coverings) must comply with the requirements specified in the height and setback profiles in this MCP. The setback profile identifier codes are noted on the building envelope plans contained herein.

1.2.2 If a lot is shown with the profile identifier codes A and B on opposite boundaries, the codes can be interchanged.

1.2.3 In addition to the allowable encroachments in the Building Regulations, the following can encroach into the minimum side and rear setback specified by the relevant setback profile identifier code:

- a Outbuildings not exceeding 10 square metres in area and 3 metres in height.

1.3 Walls on Boundaries (refer regulation 80)

1.3.1 A dwelling wall on a rear boundary must be setback 1 metre except for a garage which may be constructed on the rear boundary.

1.4 Solar access to existing north-facing habitable room windows (refer regulation 82)

1.4.1 Reference to an existing north-facing habitable room window refers to ground floor windows only.

1.4.2 Any proposed north-facing habitable room window at ground level in a proposed dwelling on a lot must be clear to the sky and setback more than 3 metres from the north boundary of that lot if it is to be considered, once constructed, as an 'existing' north-facing habitable room window for the purposes of regulation 82.

1.5 Overshadowing of recreational private open space (refer regulation 83)

1.5.1 If sunlight to the secluded private open space of an existing dwelling on an adjoining lot is to be reduced by the construction of a dwelling, then at least 25 square metres with a minimum dimension of 3 metres of secluded private open space should receive a minimum of 5 hours of sunlight between 9am and 3pm on 22 September.

Memorandum of common provisions
Restrictive covenants in a plan
Section 91A Transfer of Land Act 1958

- 1.5.2 The 25 square metres minimum area with a minimum dimension of 3 meters can be measured in different locations during the day provided the area is always secluded private open space.

1.6 Overlooking (refer regulation 84)

- 1.6.1 The overlooking control area is identified in the relevant setback identifier profile codes shown on the building envelope plan.

1.7 Lots 300 square metres in area or greater

1.7.1 Garages

A garage on a lot must be set back at least 5.5 metres from the front boundary of the lot.

1.7.2 One dwelling on a lot:

Only one dwelling may be constructed on the lot.

1.8 Lots less than 300 square metres in area

- 1.8.1 Except for provision 1.9.1 and 1.9.2, this MCP does not apply to lots less than 300 square metres in area. Relevant lots are subject to the Small Lot Housing Code or a separate specific Planning Permit for the construction of a dwelling.

1.9 Design Approval

- 1.9.1 As to Lots 301 to 352 (both inclusive) on PS902496N the design of a dwelling must be in accordance with the Gateway Design Guidelines and any building or part of a building that is visible from a road reserve or other reserve must be approved by Stockland before lodging an application for a building Permit.

1.10 Multiple Storeys

- 1.10.1 A building on a lot marked with a 'M' must have at least two storeys above natural ground level.

2 Notes on this MCP

2.1 Conflicting Annotation

- 2.1.1 In the case of a conflicting annotation between the plan of subdivision and this MCP, the MCP supersedes the plan.

2.2 Natural Ground Level

- 2.2.1 Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.

2.3 Easements

- 2.3.1 Buildings must not cover registered easements unless approved by the relevant authority

2.4 Edge Lots

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Memorandum of common provisions
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2.4.1 Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision.

2.4.2 Regulation 71 applies to an edge lot regardless of Section 1 of this MCP.

2.5 Driveway Crossovers

2.5.1 Relocation of a driveway crossover or addition of a driveway crossover to a corner lot is permitted with written approval from Stockland and Council. Relocated crossovers must be constructed at the lot owners expense in accordance with Mitchell Shire Council specifications and be of the same finish as that originally provided by Stockland. The existing crossover must be removed and the verge, kerb and footpath constructed to the same standard as the adjoining verge, kerb and footpath at the expense of the lot owner.

2.6 General Definitions

2.6.1 **Approved building envelope** means the building envelope for a particular lot contained in the plan of subdivision as detailed in this MCP.

2.6.2 **Building envelope** means an area within each lot where development of a dwelling, shed and garage is allowed subject to the provisions of this MCP.

2.6.3 **Building envelope plan** means the plan which is contained herein showing dwelling setbacks and other related matters.

2.6.4 **Corner lot** means a lot sited at the intersection of two streets (excluding laneways) where those streets form boundaries of the lot.

2.6.5 **Front Fence** means a fence forward of the side boundary fence or along the front boundary.

2.6.6 **Front Building Line** means the front façade wall excluding any façade treatment or engaged pier.

2.6.7 **Private Open Space** has the same meaning as in the building regulations.

2.6.8 **Regulations** means the Building Regulations 2018 or any subsequent regulations made pursuant to the Building Act.

2.6.9 **Secluded Private Open Space** has the same meaning as in the building regulations.

2.6.10 **Stockland** means Stockland Development Pty Ltd.

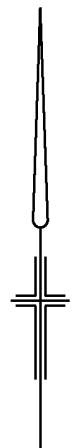
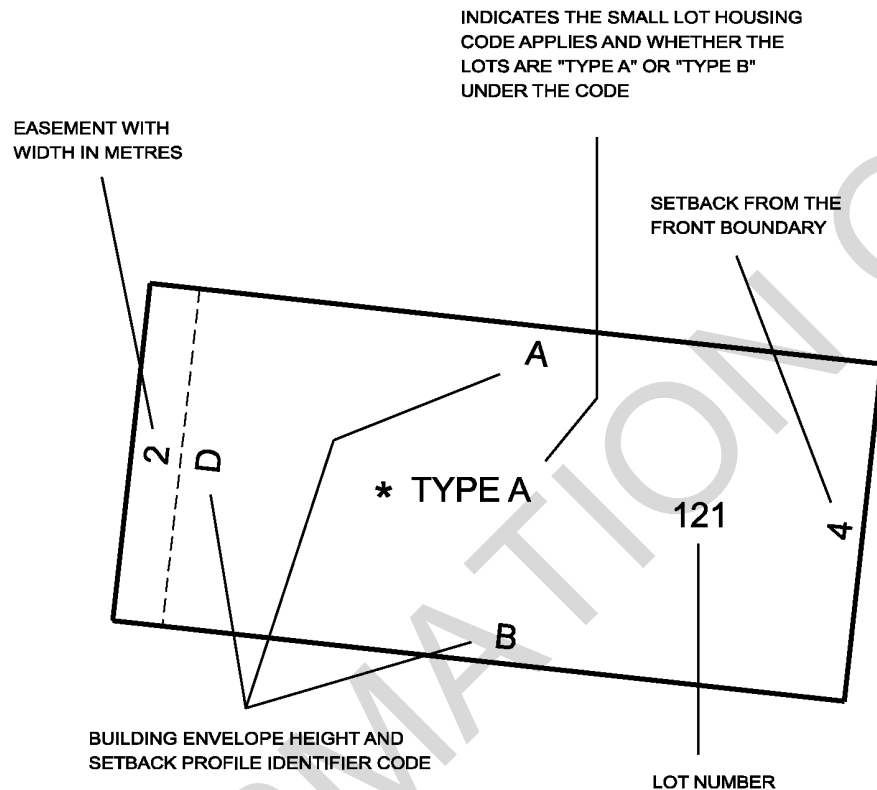
3 Report and Consent

3.1 The siting of a building on a lot that does not comply with this MCP must be subject to the report and consent of the relevant Council.

Memorandum of common provisions
Restrictive covenants in a plan
Section 91A Transfer of Land Act 1958

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**DIAGRAMS ILLUSTRATING THE INTERPRETATION OF THE BUILDING ENVELOPE AND THE
ANNOTATION WITH RESPECT TO ALL EDGE LOTS IN THIS STAGE DEVELOPMENT**



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Hawthorn East Vic 3123
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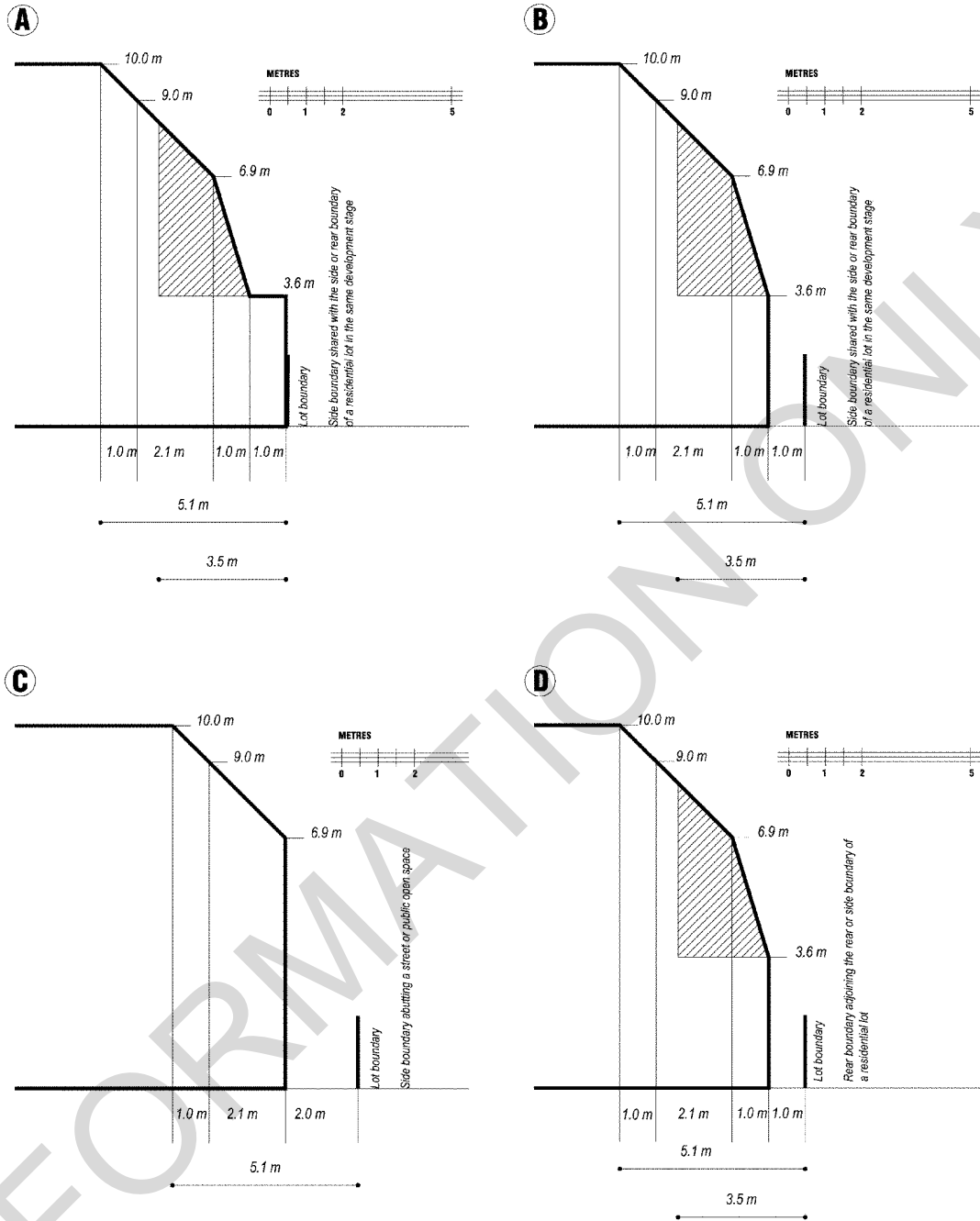
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**Memorandum of common provisions
Restrictive covenants in a plan
Section 91A Transfer of Land Act 1958**

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BUILDING HEIGHT AND SETBACK PROFILES REFERENCED IN BUILDING ENVELOPE DIAGRAM



EASEMENT REQUIREMENT

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

m METRES



OVERLOOKING CONTROL AREA
(refer 'overlooking' in MCP)



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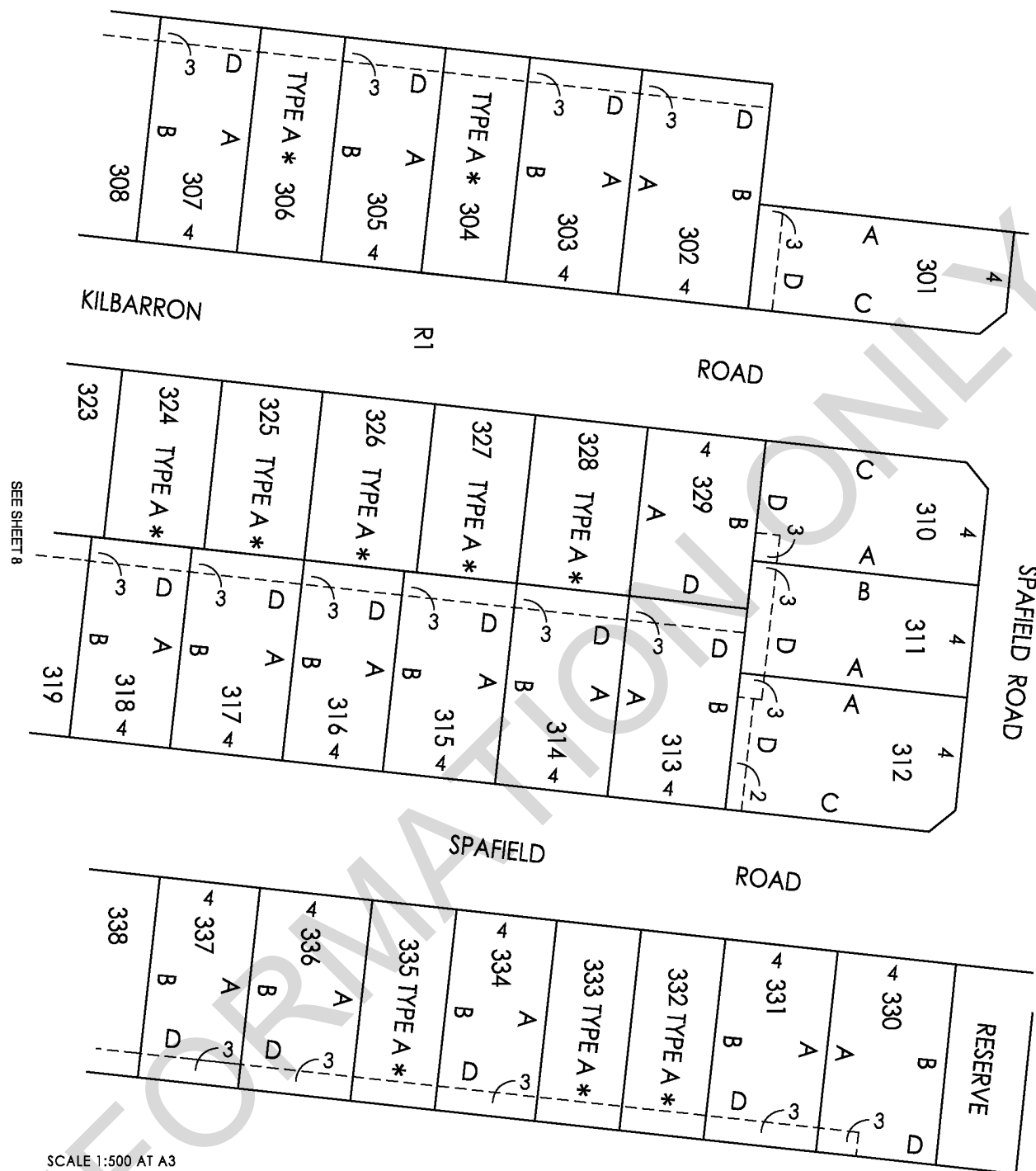
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**Memorandum of common provisions
Restrictive covenants in a plan
Section 91A Transfer of Land Act 1958**

BUILDING ENVELOPE DIAGRAM INCLUDING HEIGHT AND SETBACK PROFILE IDENTIFIER CODE

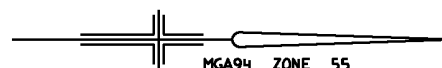


SCALE 1:500 AT A3
10 0 10 20
LENGTHS ARE IN METRES



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10609/3, SURVEYORS VERSION E

* LOTS UNDER 300m² DO NOT INCLUDE BUILDING ENVELOPES
AS THEY ARE SUBJECT TO EITHER THE SMALL LOT HOUSING
CODE OR REQUIRE A SPECIFIC SEPARATE PERMIT FOR A
DWELLING. SEE SMALL LOT HOUSING CODE IN RELATION
TO TYPE A AND B LOTS.



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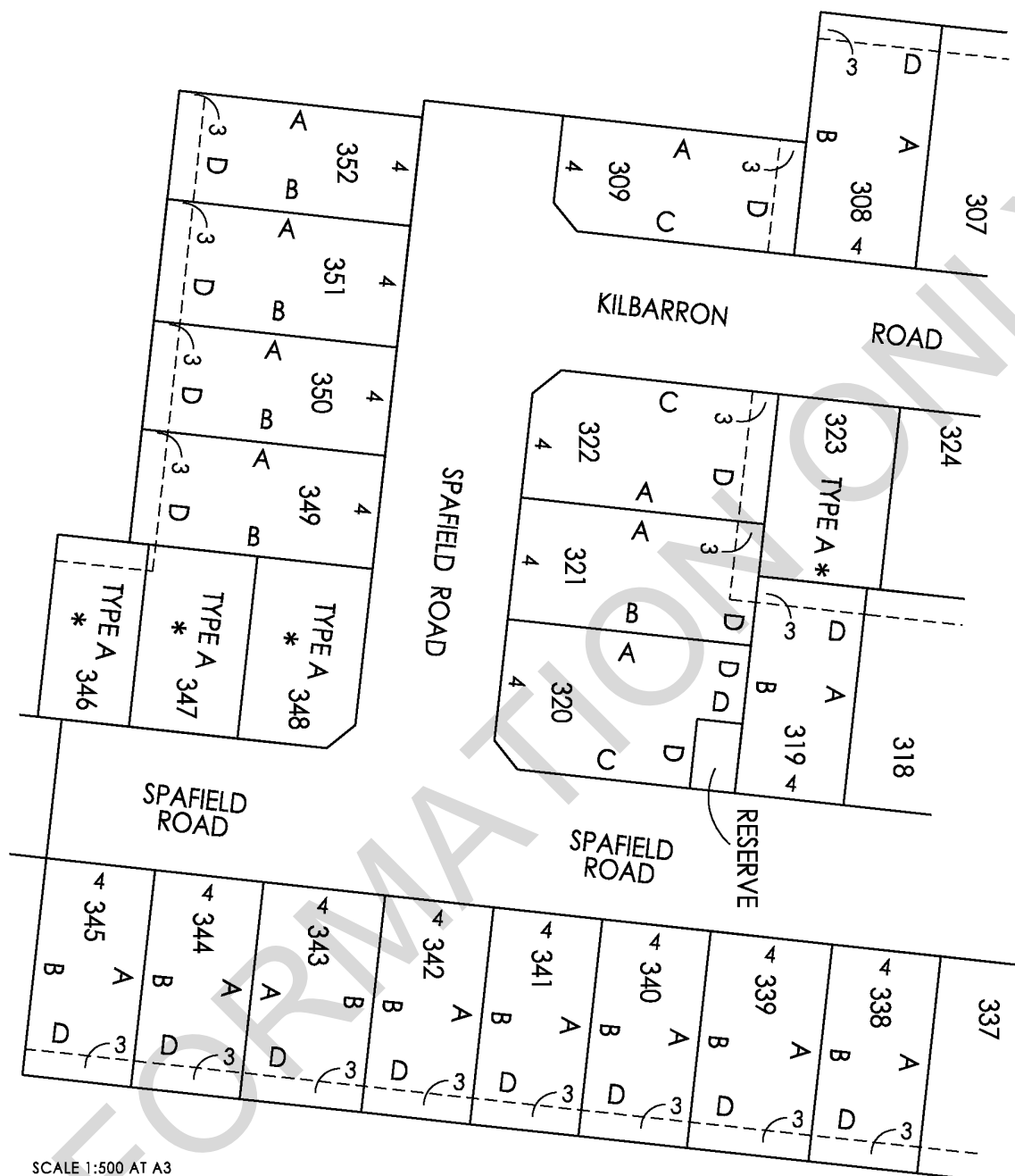
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Restrictive covenants in a plan

Section 91A Transfer of Land Act 1958

BUILDING ENVELOPE DIAGRAM INCLUDING HEIGHT AND SETBACK PROFILE IDENTIFIER CODE



SEE SHEET 7

SCALE 1:500 AT A3



LENGTHS ARE IN METRES

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1/19 Cato Street

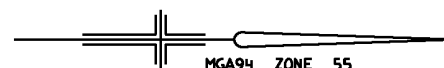
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* LOTS UNDER 300m² DO NOT INCLUDE BUILDING ENVELOPES AS THEY ARE SUBJECT TO EITHER THE SMALL LOT HOUSING CODE OR REQUIRE A SPECIFIC SEPARATE PERMIT FOR A DWELLING. SEE SMALL LOT HOUSING CODE IN RELATION TO TYPE A AND B LOTS.



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PROPERTY REPORT

From www.land.vic.gov.au at 14 May 2025 05:30 PM

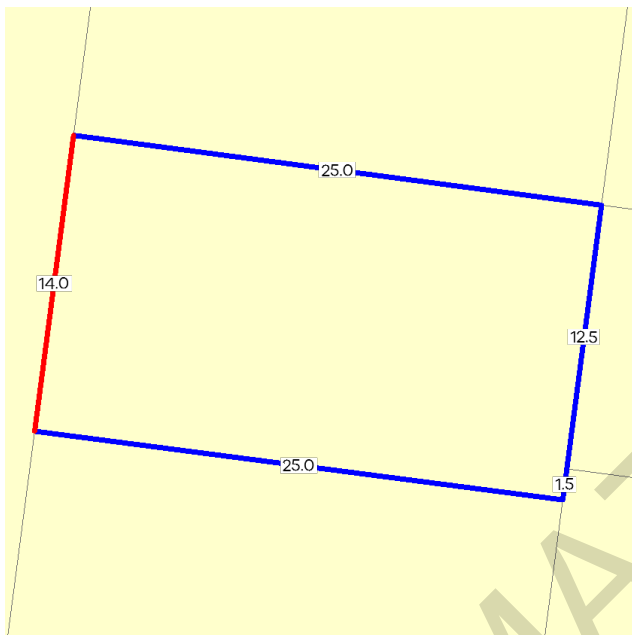
PROPERTY DETAILS

Address: **34 SPAFIELD ROAD BEVERIDGE 3753**
Lot and Plan Number: **Lot 331 PS902496**
Standard Parcel Identifier (SPI): **331\PS902496**
Local Government Area (Council): **MITCHELL**
Council Property Number: **131291**
Directory Reference: **Melway 668 C10**

www.mitchellshire.vic.gov.au

SITE DIMENSIONS

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



Area: 350 sq. m

Perimeter: 78 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: **KALKALLO**

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 be found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

37.07
31/07/2018
VC148

URBAN GROWTH ZONE

Shown on the planning scheme map as **UGZ** with a number (if shown).

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To manage the transition of non-urban land into urban land in accordance with a precinct structure plan.

To provide for a range of uses and the development of land generally in accordance with a precinct structure plan.

To contain urban use and development to areas identified for urban development in a precinct structure plan.

To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs.

To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land.

Application of provisions

Part A – No precinct structure plan applies

The provisions of Clauses 37.07-1 to 37.07-8 apply if no precinct structure plan applies to the land.

Part B – Precinct structure plan applies

The provisions of Clauses 37.07-9 to 37.07-16 apply if a precinct structure plan applies to the land.

Precinct structure plan provisions

A precinct structure plan applies to land when the precinct structure plan is incorporated in this scheme.

37.07-1
14/01/2025
VC237

Part A – Provisions For Land Where No Precinct Structure Plan Applies

Table of uses

Section 1 – Permit not required

Use	Condition
Agriculture (other than Animal production, Apiculture, Domestic animal husbandry, Racing dog husbandry, Rice growing and Timber production)	
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.

MITCHELL PLANNING SCHEME

Use	Condition
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Dwelling (other than Bed and breakfast)	Must be the only dwelling on the lot. The lot must be at least 40 hectares. Must meet the requirements of Clause 37.07-2.
Grazing animal production	
Home based business	
Informal outdoor recreation	
Poultry farm	Must be no more than 100 poultry (not including emus or ostriches). Must be no more than 10 emus and ostriches.
Primary produce sales	Must not be within 100 metres of a dwelling in separate ownership. The area used for the display and sale of primary produce must not exceed 50 square metres.
Railway	
Rural industry (other than Abattoir and Sawmill)	Must not have a gross floor area more than 200 square metres. Must not be within 100 metres of a dwelling in separate ownership. Must not be a purpose shown listed in the table to Clause 53.10 with no threshold distance specified. The land must be at least the following distances from land (not a road) which is in an Activity Centre Zone, Capital City Zone, Commercial 1 Zone, Docklands Zone, residential zone or Rural Living Zone, land used for a hospital, an education centre or a corrective institution or land in a Public Acquisition Overlay to be acquired for a hospital, an education centre or a corrective institution: ▪ The threshold distance, for a purpose listed in the table to Clause 53.10. ▪ 30 metres, for a purpose not listed in the table to Clause 53.10. Must not: ▪ Exceed a fire protection quantity under the Dangerous Goods (Storage and Handling) Regulations 2022. ▪ Require a notification under the Occupational Health and Safety Regulations 2017. ▪ Require a licence under the Dangerous Goods (Explosives) Regulations 2011. ▪ Require a licence under the Dangerous Goods (HCDG) Regulations 2016.

MITCHELL PLANNING SCHEME

Use	Condition
Rural store	Must be used in conjunction with Agriculture. Must be in a building, not a dwelling, and have a gross floor area of less than 100 square metres. Must be the only Rural store on the lot.
Small second dwelling	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling. Must meet the requirements of Clause 37.07-2.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01

Section 2 – Permit required

Use	Condition
Abattoir	
Animal production (other than Grazing animal production, Intensive animal production and Poultry farm)	
Broiler farm - if the Section 1 condition to Poultry farm is not met	Must be no more than 10,000 chickens.
Camping and caravan park	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Cemetery	
Crematorium	
Display home centre	
Domestic animal boarding	
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 5 animals.
Dwelling (other than Bed and breakfast) – if the Section 1 conditions are not met	Must be no more than 2 dwellings on the lot. Must meet the requirements of Clause 37.07-2.
Education centre (other than child care centre)	

MITCHELL PLANNING SCHEME

Use	Condition
Emergency services facility	
Freeway service centre	Must meet the requirements of Clause 53.05.
Industry (other than Automated collection point and Rural Industry)	
Racing dog husbandry	Must be no more than 5 animals.
Trade supplies	
Utility installation (other than Minor utility installation and Telecommunications facility)	
Veterinary centre	
Warehouse (other than Rural store)	
Winery	
Any other use not in Section 1 or 3	

Section 3 - Prohibited

Use
Accommodation (other than Bed and breakfast, Camping and caravan park, Dwelling, Group accommodation, Host farm, Residential hotel and Small second dwelling)
Amusement parlour
Child care centre
Cinema based entertainment facility
Intensive animal production
Nightclub
Office (other than Medical centre and Real estate agency)
Renewable energy facility
Retail premises (other than Landscape gardening supplies, Manufacturing sales, Market, Primary produce sales, Restaurant and Trade supplies)
Saleyard
Small second dwelling - if the Section 1 condition is not met

Use**Timber production****37.07-2**14/12/2023
VC253**Use of land for a dwelling or small second dwelling**

A lot used for a dwelling or small second dwelling must meet the following requirements:

- Access to the dwelling or small second dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
- Each dwelling or small second dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available, all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
- The dwelling or small second dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for fire fighting purposes.
- The dwelling or small second dwelling must be connected to a reticulated electricity supply or have an alternative energy source.

37.07-314/12/2023
VC253**Subdivision**

A permit is required to subdivide land.

Each lot must be at least 40 hectares.

A permit may be granted to create smaller lots if any of the following apply:

- The subdivision is to create a lot for an existing dwelling. The subdivision must be a two lot subdivision.
- The subdivision is the re-subdivision of existing lots and the number of lots is not increased.
- The subdivision is by a public authority or utility service provider to create a lot for a utility installation.

A permit cannot be granted which would allow a separate lot to be created for land containing a small second dwelling.

37.07-414/12/2023
VC253**Buildings and works**

A permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of Clause 37.07-1. This does not apply to:
 - An alteration or extension to an existing dwelling provided the floor area of the alteration or extension is no more than 100 square metres.
 - An out-building associated with an existing dwelling provided the floor area of the out-building is not more than 100 square metres.
 - An alteration or extension to an existing building used for agriculture provided the floor area of the alteration or extension is no more than 200 square metres. The building must not be used to keep, board, breed or train animals.
- Earthworks which change the rate of flow or the discharge point of water across a property boundary.
- Earthworks which increase the discharge of saline water.

- A building which is within any of the following setbacks:
 - 100 metres from a road in a Transport Zone 2 or land in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority; and the purpose of the acquisition is for a road.
 - 40 metres from a road in a Transport Zone 3 or land in a Public Acquisition Overlay if the Head, Transport for Victoria is not the acquiring authority.
 - 20 metres from any other road.
 - 5 metres from any other boundary.
 - 100 metres from a dwelling or small second dwelling not in the same ownership.
 - 100 metres from a waterway, wetlands or designated flood plain.
- Permanent or fixed feeding infrastructure for seasonal or supplementary feeding for grazing animal production constructed within 100 metres of:
 - A waterway, wetland or designated flood plain.
 - A dwelling or small second dwelling not in the same ownership.
 - A residential zone or urban growth zone where a precinct structure plan applies.

37.07-5

08/08/2019
VC159

Referral of applications

An application of the kind listed below must be referred in accordance with section 55 of the Act to the referral authority specified in Clause 66.03.

- An application to use or develop land for any of the following:
 - Display home centre.
 - Education centre.
 - Hospital.
 - Industry.
 - Medical centre.
 - Place of worship.
 - Real estate agency.
 - Warehouse.
- An application to subdivide land to create a lot smaller than 40 hectares in area.

37.07-6

04/05/2022
VC210

Environmental audit

Before a pre-school centre, primary school or secondary school commences on potentially contaminated land, or before the construction or carrying out of buildings and works in association with a pre-school centre, primary school or secondary school commences on potentially contaminated land:

- A preliminary risk screen assessment statement in accordance with the *Environment Protection Act 2017* must be issued stating that an environmental audit is not required for the use or proposed use; or
- An environmental audit statement under Part 8.3 of the *Environment Protection Act 2017* must be issued stating that the land is suitable for the use or proposed use; or
- A certificate of environmental audit must be issued for the land in accordance with Part IXD of the *Environment Protection Act 1970* ; or

- A statement of environmental audit must be issued for the land in accordance with Part IXD of the *Environment Protection Act 1970* stating that the environmental conditions of the land are suitable for the use or proposed use.

The requirement for a preliminary risk screen assessment statement, an environmental audit statement, a certificate of environmental audit or a statement of environmental audit in this provision does not apply to the construction or carrying out of buildings and works, if:

- The buildings and works are associated with an existing pre-school centre, primary school or secondary school, included in Clause 62.02-1 or 62.02-2, and the soil is not disturbed;
- The buildings and works are required by the Environment Protection Authority or an environmental auditor appointed under the *Environment Protection Act 2017* to make the site suitable for use; or
- The buildings and works are reasonably required by an environmental auditor appointed under the *Environment Protection Act 2017* or the *Environment Protection Act 1970* to undertake a preliminary risk screen assessment or environmental audit.

37.07-7
31/07/2018
VC148

Decision guidelines

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The effect on the future urban development and use of the land, and adjacent or nearby land, having regard to:
 - Any relevant Growth Corridor Framework Plan.
 - Any precinct structure plan being prepared for the area.
 - Any comments or directions of the referral authority.
- Whether the proposal will prejudice the logical, efficient and orderly future urban development of the land, including the development of roads, public transport and other infrastructure.
- The capability of the land to accommodate the proposed use or development, including the disposal of effluent.
- How the use or development relates to sustainable land management.
- Whether the site is suitable for the use or development.
- The impact of the siting, design, height, bulk, colours and materials to be used on the natural environment, major roads, vistas and water features, future urban use of the land, and the measures to be undertaken to minimise any adverse impacts.
- The impact on the character and appearance of the area or features of architectural, historic or scientific significance or of natural scenic beauty or importance.
- The location and design of existing and proposed infrastructure including roads, public transport, walking and cycling networks, gas, water, drainage, telecommunications and sewerage facilities.
- Whether the use and development will require new or upgraded infrastructure, including traffic management measures.

37.07-8
31/07/2018
VC148

Signs

Sign requirements are at Clause 52.05. The zone is in Category 3.

Despite the provisions of Clause 52.05-13, a permit may be granted, for a period of not more than 5 years, to display a sign that promotes the sale of land or dwellings.

37.07-9
14/01/2025
VC237

Part B – Provisions For Land Where A Precinct Structure Plan Applies

Use of land

Any requirement in the Table of uses and any requirement specified in the schedule to this zone must be met.

A permit granted must be generally in accordance with the precinct structure plan applying to the land.

Table of uses

Section 1 – Permit not required

Use	Condition
Any use in Section 1 of a zone applied by the schedule to this zone	Must comply with any condition opposite the use in Section 1 of the applied zone. Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.
Any use specified in the schedule to this zone as a use for which a permit is not required	Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.

Section 2 – Permit required

Use	Condition
Any use in Section 2 of a zone applied by the schedule to this zone	Must comply with any condition opposite the use in Section 2 of the applied zone. Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.
Any use specified in the schedule to this zone as a use for which a permit is required	Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan.
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Any use in Section 3 of a zone applied by the schedule to this zone
Any use specified in the schedule to this zone as a use which is prohibited

37.07-10
14/12/2023
VC253

Subdivision of land

A permit is required to subdivide land. Any requirement in the schedule to this zone or the precinct structure plan must be met.

A permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.

- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

A permit cannot be granted which would allow a separate lot to be created for land containing a small second dwelling.

37.07-1123/09/2011
VC77**Buildings and works**

If the schedule to this zone specifies:

- That the provisions of a zone apply to the development of land, the provisions of the zone apply to land in the circumstances specified in the schedule.
- Provisions relating to the development of land, those provisions apply to land in the circumstances specified in the schedule.

If the schedule to this zone specifies that a permit is required to construct a building or construct or carry out works, a permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.
- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

37.07-1210/06/2008
VC48**Application requirements**

An application to use or subdivide land, construct a building or construct or carry out works, must be accompanied by any information specified in the schedule to this zone.

37.07-1325/05/2017
VC133**Exemption from notice and review**

An application under any provision of this scheme which is generally in accordance with the precinct structure plan applying to the land is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act, unless the schedule to this zone specifies otherwise.

37.07-1431/07/2018
VC148**Decision guidelines**

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any relevant Growth Area Framework Plan.
- The precinct structure plan applying to the land, including the vision and objectives of the precinct structure plan.
- Any guidelines in the schedule to this zone.

37.07-1510/06/2008
VC48**Inconsistencies between specific and applied zone provisions**

If there is an inconsistency between the specific provisions specified in the schedule to this zone and the provisions of a zone applied by the schedule to this zone, the specific provisions prevail to the extent of any inconsistency.

37.07-1631/07/2018
VC148**Signs**

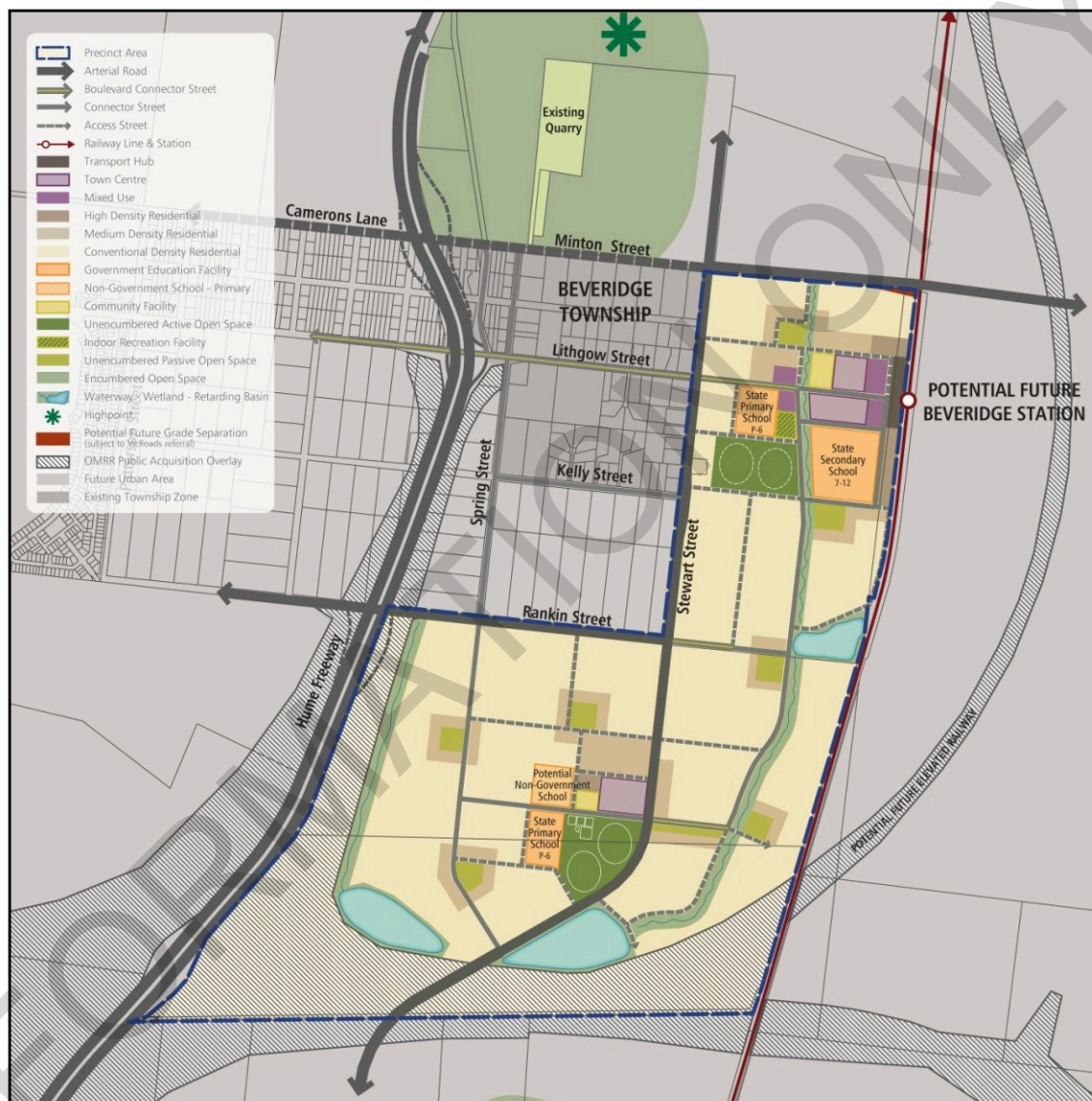
Sign requirements are at Clause 52.05. This zone is in the category specified in the schedule to this zone or, if no category is specified, Category 3.

27/05/2019
C141mith**SCHEDULE 2 TO CLAUSE 37.07 URBAN GROWTH ZONE**

Shown on the planning scheme map as **UGZ2**.

LOCKERBIE NORTH PRECINCT STRUCTURE PLAN**1.0**27/05/2019
C141mith**The Plan**

Plan 1 below shows the future urban structure proposed for the *Lockerbie North Precinct Structure Plan* (PSP) area. It is a reproduction of Plan 2 in the Lockerbie North PSP.

Plan 1 to the Schedule to Clause 37.07**2.0**27/05/2019
C141mith**Use and development****2.1**27/05/2019
C141mith**The Land**

The use and development provisions specified in this schedule apply to the land shown within the 'Precinct Area' on Plan 1 of this schedule and shown as UGZ2 on the planning scheme maps.

Note: If land shown on Plan 1 is not zoned UGZ, the provisions of this zone do not apply.

2.201/08/2013
C101**Applied zone provisions**

The provisions of the following zones in this scheme apply to the use and subdivision of the land, the construction of a building, construction or carrying out of works as set out in Table 1.

Table 1: Applied zone provisions

Land use/development (carried out or proposed) generally in accordance with the precinct structure plan applying to the land		Applied zone provisions
Local Town Centre		Clause 34.01 – Commercial 1 Zone
Mixed Use		Clause 32.04 – Mixed Use Zone
All other land		Clause 32.08 – General Residential Zone

2.3
01/08/2013
C101

Specific provisions – Use of land

The following provisions apply to the use of land.

Table 2: Use

Use	Requirement
Shop where the applied zone is Commercial 1 Zone	A permit is required to use land for a shop if the combined leasable floor area of all shops exceeds the following areas for the relevant centre as described in the Lockerbie North Precinct Structure Plan: 9000 square metres for land shown as the Northern Local Town Centre 4000 square metres for land shown as the Southern Local Town Centre
Office where the applied zone is General Residential Zone	A permit may be granted to use land for an office if the leasable floor area of the office does not exceed 100 square metres.

2.4
27/05/2019
C141mith

Specific provisions - Subdivision

None specified.

2.5
28/11/2024
GC206

Specific provisions – Buildings and works**Dwellings on a lot less than 300 square metres**

A permit is not required to construct or extend one dwelling on a lot of less than 300 square metres, if either of the following apply:

- There is a restriction registered on the plan of subdivision identifying the lot as a lot to which the *Small Lot Housing Code* (Victorian Planning Authority, November 2019) applies and the development complies with the *Small Lot Housing Code* (Victorian Planning Authority, November 2019) incorporated into this planning scheme.
- There is a restriction registered on the plan of subdivision identifying the lot as a lot to which the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) applies and the development complies with the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) incorporated into this planning scheme.

3.0
27/05/2019
C141mith

Application requirements

If in the opinion of the Responsible Authority an application requirement listed at 3.1, 3.2 or 3.3 is not relevant to the assessment of an application, the Responsible Authority may waive or reduce the requirement.

3.1

28/06/2012
C82

Subdivision – residential development

In addition to the requirements of Clause 56.01-2, a Subdivision Design Response for a residential subdivision of less than 60 lots must show the proposed use and development of each part of the land and the staging of the development for all land in contiguous ownership with the land under application.

An application for a residential subdivision of 10 lots or more must be accompanied by:

- A written statement that sets out how the subdivision implements the incorporated Lockerbie North PSP
- Subdivision and Housing Design Guidelines, prepared to the satisfaction of the Responsible Authority, in accordance with the incorporated Lockerbie North PSP
- A table setting out the amount of land allocated to the proposed uses and expected population, dwelling and employment yields
- A Traffic Impact Assessment Report to the satisfaction of the relevant road management authority

Any application for residential subdivision must be accompanied by:

- Potential bus route and bus stop locations prepared in consultation with the Department of Transport
- An assessment of the existing surface and subsurface drainage conditions on the site including any potential impacts on the proposed development, prepared by a suitably qualified professional. The assessment must include any measures required to mitigate the impacts of the development on groundwater and drainage.

3.2

28/06/2012
C82

Public Infrastructure Plan

An application for subdivision and/or use and development of land must be accompanied by a Public Infrastructure Plan which addresses the following:

- What land may be affected or required for the provision of infrastructure works;
- The provision, staging and timing of stormwater drainage works;
- The provision, staging and timing of road works internal and external to the land consistent with any relevant traffic report or assessment;
- The landscaping of any land;
- What, if any, infrastructure set out in the Lockerbie North Development Contributions Plan is sought to be provided as "works in lieu" subject to the consent of the collecting agency;
- The provision of public open space and land for any community facilities;

any other matter relevant to the provision of public infrastructure required by the Responsible Authority.

3.3

27/05/2019
C141mith

Use or develop land for a Local Town Centre

An application to use, subdivide land, construct a building or construct or carry out works for a Local Town Centre must be generally in accordance with the role and function of the Local Town Centre set out in the *Lockerbie North Precinct Structure Plan*.

An application to use, subdivide land, construct a building or construct or carry out works for a Local Town Centre must also include the following information, as appropriate, to the satisfaction of the responsible authority:

- A design response report and plans that:
 - Address the potential future structure of the whole site;
 - Address the Local Town Centre Design Requirements in Section 3.3, the Local Town Centre General Guidelines in Appendix B and the Local Town Centre Concept in figures 1 & 2 of the Lockerbie North Precinct Structure Plan;
 - Address any relevant design guidelines prepared by the Victorian Government or the Mitchell Shire Council;
 - Demonstrate how the proposal relates to existing or approved development in the area;

- Demonstrate site responsive architecture and urban design;
 - Demonstrate how the proposal will contribute to the urban character of the Local Town Centre;
 - Explain how the proposal responds to feedback received following consultation with relevant infrastructure agencies including VicRoads (where appropriate) and the Department of Transport;
 - Include guidelines to positively address environmental sustainability including integrated water management and energy conservation;
 - Include provisions for car parking including the location and design of car parking areas and car parking rates for proposed uses within the centre;
 - Include design guidelines for the provision of signs;
 - Include arrangements for the provision of service areas and for deliveries and waste disposal including access for larger vehicles and measures to minimise the impact on the amenity of the centre and adjoining neighbourhoods; and
 - Demonstrate how opportunities for medium and higher density housing and future commercial expansion can be incorporated into the centre (including on future upper levels and through future car park redevelopments)
- An overall landscape concept/master plan for the centre.

3.4
28/06/2012
C82

Subdivision of land – VicRoads referral

Once the subdivision on land within the precinct reaches a total of 1100 lots, any permit application for subdivision must be referred to VicRoads in accordance with Section 55 of the Planning and Environment Act 1987. VicRoads must consider whether a permit can be issued prior to the construction of a new interchange at Rankin Street.

3.5
27/05/2019
C141mith

Public transport referral requirements

For the purpose of Clause 66.02-11 of the scheme a development is generally in accordance with the *Lockerbie North Precinct Structure Plan* where the following requirements are met:

- A road nominated on Plan 9– Road Network in the Lockerbie North Precinct Structure Plan as a potential bus route is constructed in accordance with its corresponding cross section in the Lockerbie North Precinct Structure Plan; and
- Signalised intersections that contain a proposed Principal Public Transport Network (PPTN) route in the Lockerbie North Precinct Structure Plan include bus priority measures to mitigate delays to bus travel times, to the satisfaction of the Director of Public Transport; and
- Any roundabouts or other road management devices on potential bus routes are constructed to accommodate ultra low floor buses in accordance with the Public Transport Guidelines for Land Use and Development; and
- The proposal includes the construction of the bus stops as agreed with the Department of Transport, including bus stop hard stands with direct and safe pedestrian access to a pedestrian path (all in accordance with the Public Transport Guidelines for Land Use and Development and compliant with the Disability Discrimination Act – Disability Standards for Accessible Public Transport 2002) at no cost to the Director of Public Transport all to the satisfaction of the Director of Public Transport.

4.0
28/08/2014
C95

Conditions and requirements for permits

4.1
28/06/2012
C82

General requirements

A planning permit must include a condition or conditions which ensure that any requirements or conditions set out in the *Lockerbie North Precinct Structure Plan* and the *Lockerbie North Native Vegetation Precinct Plan* are implemented as part of the planning permit or the plans endorsed under the permit.

4.2
01/08/2013
C101

Local town centres

The boundary of a local town centre with the applied Commercial 1 Zone or Mixed Use area with an applied Mixed Use Zone must be identified on the plan of subdivision to the satisfaction of the Responsible Authority.

4.3
28/06/2012
C82

Conditions for subdivision or building and works permits where land is required for community facilities, public open space and road widening

Land required for community facilities, as set out in the *Lockerbie North Precinct Structure Plan* or the *Lockerbie North Development Contributions Plan* (DCP) must be transferred to or vested in Council at no cost to Council unless the land is funded by the Lockerbie North DCP.

Land required for public open space as a local park as set out in the Lockerbie North PSP or the Lockerbie North DCP must be transferred to or vested in Council at no cost to Council unless funded by the Lockerbie North DCP.

Land required for road widening including right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road must be referred to or vested in Council or VicRoads at no cost to the acquiring agency unless funded by the Lockerbie North DCP.

Land required for a community facility, road or public open space must be shown on a Plan of Certification as a reserve in favour of Mitchell Shire or the relevant agency.

4.4
28/11/2024
GC206

Conditions for subdivision permits that allow for the creation of a lot of less than 300 square metres

Conditions - Small lot housing code

A permit issued before 31 December 2026 which allows for the subdivision of land to create a lot of less than 300 square metres, must include the following condition:

- Before the plan of subdivision is certified under the *Subdivision Act 1988*, a plan must be approved and endorsed by the responsible authority, that identifies the lots to which:
 - type A or type B of the *Small Lot Housing Code* (Victorian Planning Authority, 2019) applies; or
 - type A, type B or type C of the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) applies.

to the satisfaction of the responsible authority.

A permit issued on or after 31 December 2026, other than an amendment of a permit issued before 31 December 2026 under section 72 of the Act, which allows for the subdivision of land to create a lot of less than 300 square metres, must include the following condition:

- Before the plan of subdivision is certified under the *Subdivision Act 1988*, a plan that identifies the lots to which type A, type B or type C of the *Small Lot Housing Code* (Victorian Planning Authority, November 2024) applies, must be approved and endorsed by the responsible authority.

4.5
14/07/2022
VC213

Biodiversity

Eastern Grey Kangaroo

Prior to the commencement of any works in a stage of subdivision an Eastern Grey Kangaroo Management Plan must be submitted for approval to the Department of Sustainability and Environment. The plan must include:

- Strategies (e.g. staging) to avoid land locking Eastern Grey Kangaroos, or where this is not practicable, management solutions and actions to respond to their containment in an area with no reasonable likelihood of their safe existence.

The subdivision and associated works must implement the Eastern Grey Kangaroo Management Plan in the timeframes set out in the plan by:

- Proceeding in the order of stages as shown on the plan; and
- Implementing the management solutions and actions of the plan;

all to the satisfaction of the Department of Sustainability and Environment and the Responsible Authority.

4.6
28/06/2012
C82

Use or develop land for a sensitive use at 300 Hume Highway, Beveridge (Lot 1 LP79801 and Lot 1 TP215160)

Prior to certification of a Plan of Subdivision under the Subdivision Act 1988, further testing in accordance with the recommendations of the Lane Piper Phase 1 Environmental Site Assessment (8 November 2011) must be carried out to the satisfaction of the responsible authority. Upon completion of the testing the landowner must submit the results and comply with any additional requirements to the satisfaction of the responsible authority, having regard to the guidance set out in the General Practice Note on Potentially Contaminated Land June 2005 (DSE). The plan of subdivision must not be certified until the responsible authority is satisfied that the land is suitable for the intended use.

5.0
27/05/2019
C141mith

Signs

None specified.

5.1
27/05/2019
C141mith

Land and home sales signs

Despite the provisions of Clause 52.05, signs promoting the sale of land or homes on the land (or on adjoining land in the same ownership) may be displayed without a permit provided:

- The display area for each sign does not exceed 10 square metres.
- Only one sign is displayed per road frontage. Where the property has a road frontage of more than 150 metres multiple signs may be erected provided there is a minimum of 150 metres distance between each sign, with a total of not more than 4 signs per frontage.
- The sign is not animated, scrolling, electronic or internally illuminated sign.
- The sign is not displayed longer than 21 days after the sale (not settlement) of the last lot.
- The sign is setback a minimum of 750mm from the property boundary.

5.2
27/05/2019
C141mith

Education/community promotion signs

Despite the provisions of Clause 52.05, a permit may be granted, for a period of not more than 5 years, to display an sign greater than 2 square metres in area that promotes a community facility or education centre on land identified as education, community and district sports reserve on Plan 1 to this schedule.

6.0
25/01/2024
C157mith

Referral of applications

None specified

7.0
01/08/2013
C101

No exemption from notice and review

An application to use land for a convenience shop or office, on land where the applied zone is General Residential Zone, is not exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

From www.planning.vic.gov.au at 14 May 2025 05:27 PM

PROPERTY DETAILS

Address: **34 SPAFIELD ROAD BEVERIDGE 3753**
 Lot and Plan Number: **Lot 331 PS902496**
 Standard Parcel Identifier (SPI): **331\PS902496**
 Local Government Area (Council): **MITCHELL**
 Council Property Number: **131291**
 Planning Scheme: **Mitchell**
 Directory Reference: **Melway 668 C10**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

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: **KALKALLO**

OTHER

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

[View location in VicPlan](#)

Note

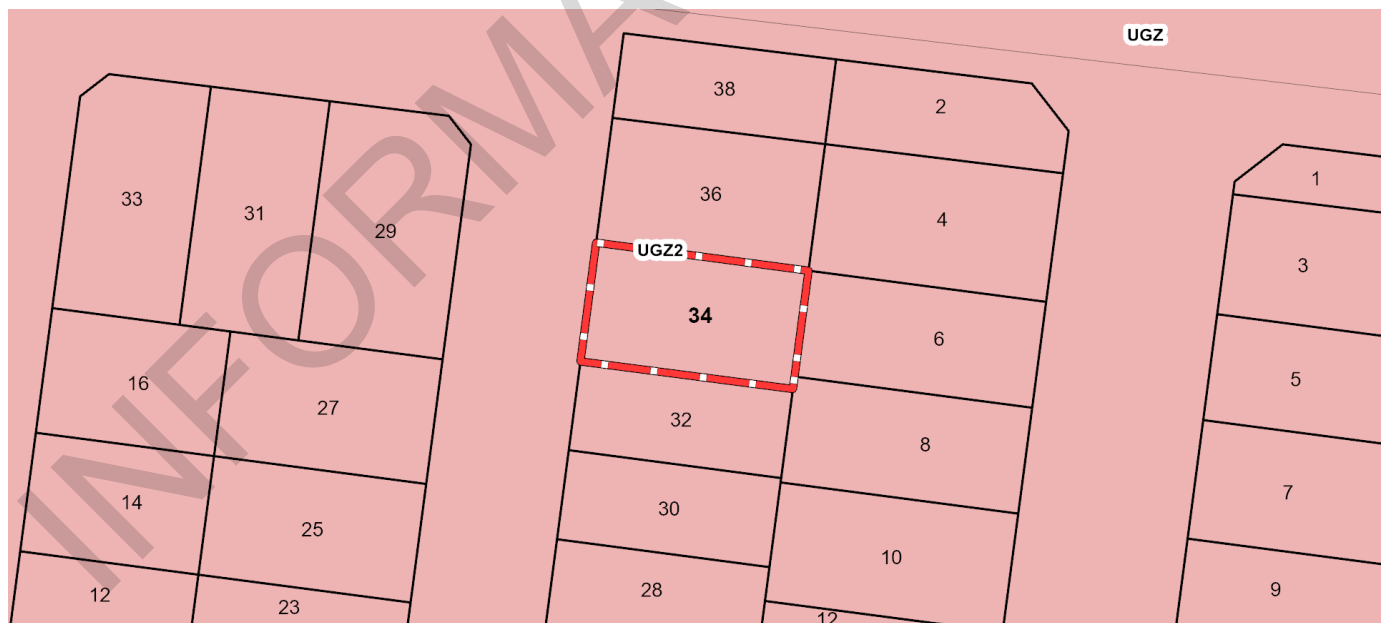
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 2 \(UGZ2\)](#)



UGZ - Urban Growth

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

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)

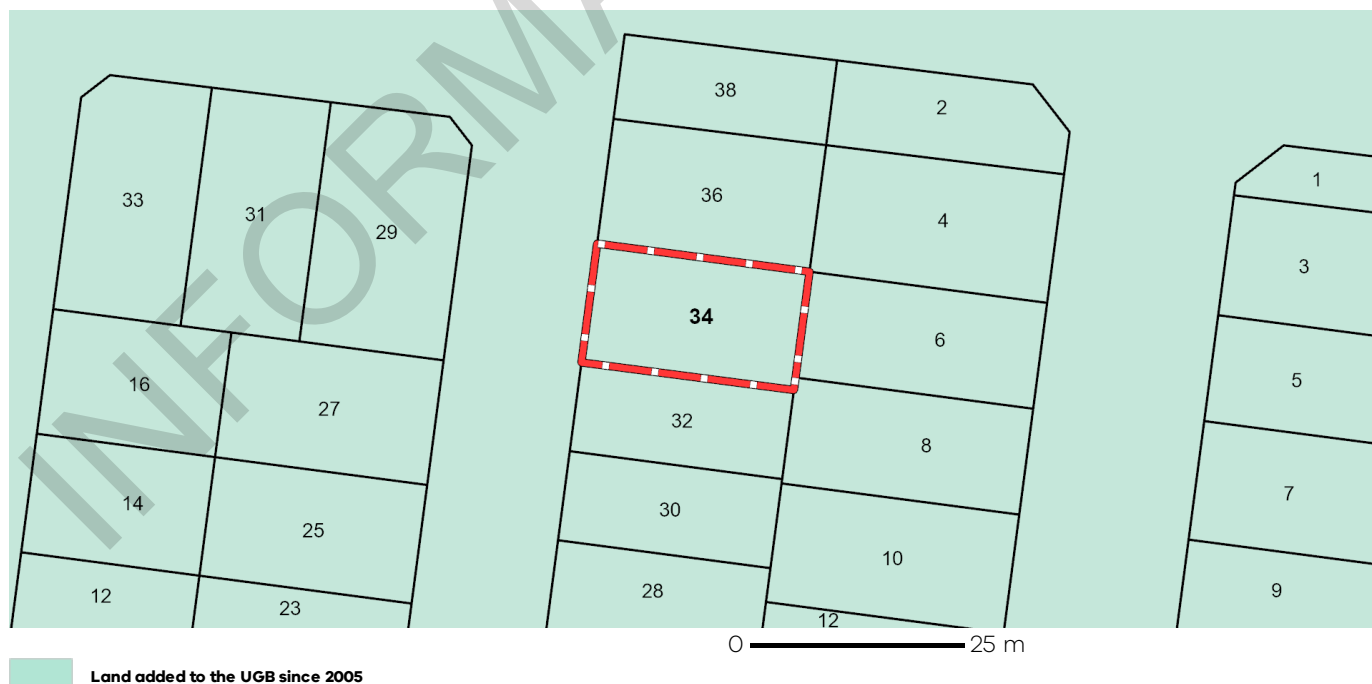


Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

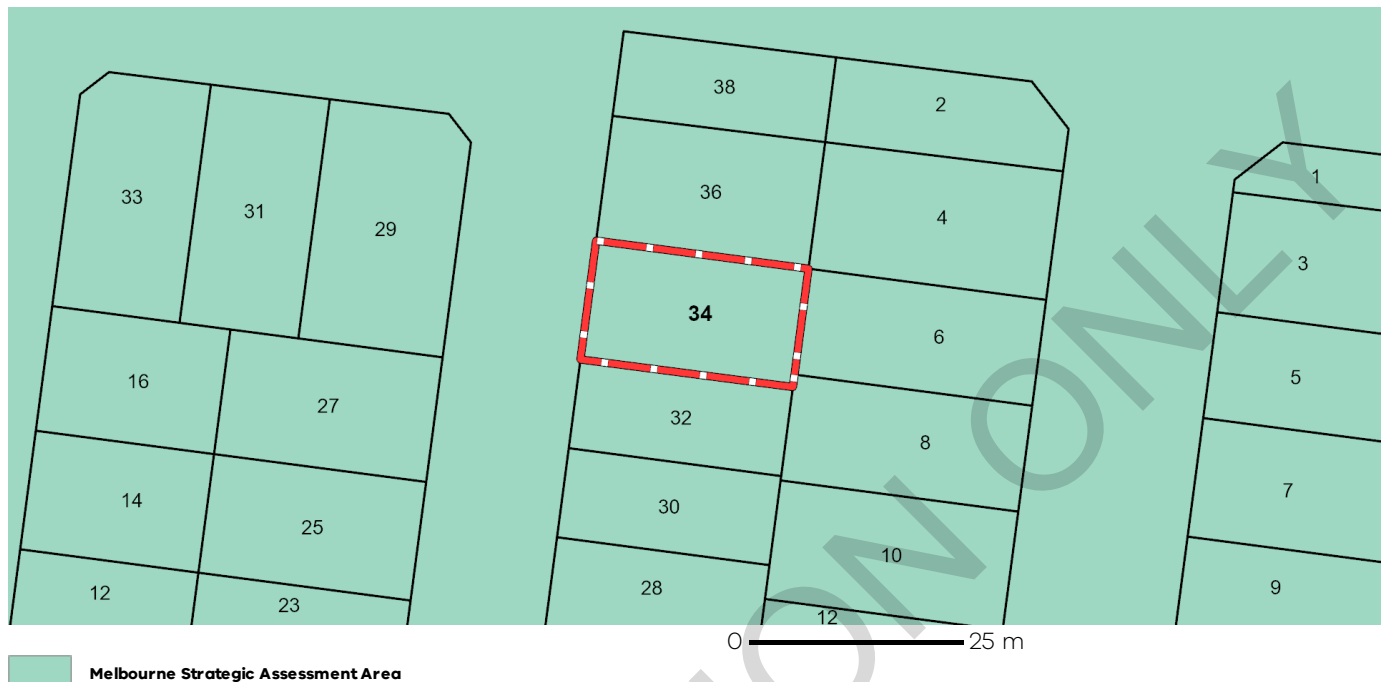
It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](https://www.delwp.vic.gov.au/disclaimer)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



Further Planning Information

Planning scheme data last updated on 08 May 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.maps.vic.gov.au/vicplan>

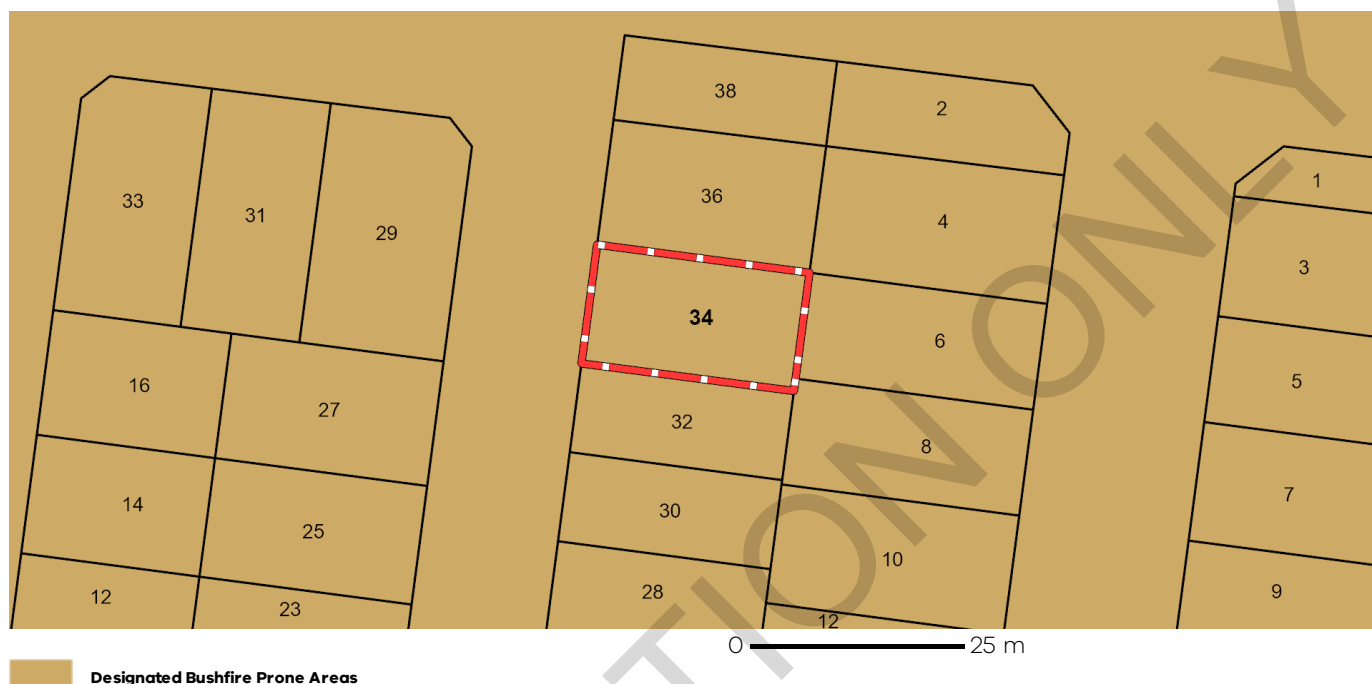
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is 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>.

LOT 331, 34 SPAFIELD ROAD, BEVERIDGE 3753

SHEET LIST

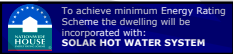
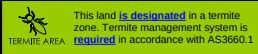
NUMBER	NAME
771-01	COVER SHEET
771-02	SITE PLAN
771-03	LANDSCAPE PLAN
771-04	SHADOW DIAGRAMS
771-05	GROUND FLOOR PLAN
771-06	ELEVATIONS, 1 OF 2
771-07	ELEVATIONS, 2 OF 2
771-08	COLOR SELECTION
771-09	SECTION
771-10	DETAILS, 1 OF 4
771-11	DETAILS, 2 OF 4
771-12	DETAILS, 3 OF 4
771-13	DETAILS ,4 OF 4
771-14	GROUND FLOOR ELECTRICAL PLAN
771-15	ROOM LAYOUTS, 1 OF 5
771-16	ROOM LAYOUTS, 2 OF 5
771-17	ROOM LAYOUTS, 3 OF 5
771-18	ROOM LAYOUTS, 4 OF 5
771-19	ROOM LAYOUTS, 5 OF 5
771-20	DRAINAGE PLAN
771-21	SLAB PLAN
771-22	SCHEDULES
771-23	BAL 12.5
771-24	GENERAL NOTES



THE ABOVE IMAGE IS ONLY FOR VISUAL REPRESENTATION PURPOSES. FOR ALL THE DETAILS IN COLOURS, MATERIAL, FIXTURES & FEATURES REFER TO COLOUR SELECTION SCHEDULE/SPECIFICATIONS.

REVISIONS

REVISION	DATE	DESCRIPTION
1	01/07/2024	FP01 - NEW FLOOR PLAN SKETCH
2	04/08/2024	FP02 - FLOOR PLAN CHANGES
3	06/08/2024	PD01 - PRELIMINARY DRAWING
4	18/08/2024	PD02 - CHANGE TO HEBAL CLADDING
5	01/09/2024	DA01 - DEVELOPER APPROVAL
6	23/09/2024	DA02 - DEVELOPER APPROVAL CHANGES
7	23/09/2024	WD01 - WORKING DRAWING
8	06/10/2024	WD02 - WORKING DRAWING CHANGES
9	06/11/2024	WD03 - WORKING DRAWING CHANGES
10	19/11/2024	WD04 - WORKING DRAWING CHANGES
11	20/11/2024	WD05 - WORKING DRAWING CHANGES



INTELLECTUAL PROPERTY AND USE OF THIS DOCUMENT

- THIS DOCUMENT HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT OF **ITI BUILDING DESIGN**, FOR THE PURPOSE EXPRESSLY NOTIFIED TO THE DESIGNER. ANY OTHER PERSON WHO USES OR RELIES ON THESE PLANS WITHOUT THE DESIGNER'S WRITTEN CONSENT DOES SO AT THEIR OWN RISK AND NO RESPONSIBILITY IS ACCEPTED BY THE DESIGNER FOR SUCH USE AND/OR RELIANCE.
- THIS DOCUMENT IS TO BE READ IN CONJUNCTION WITH ALL DRAWINGS, DETAILS AND INFORMATION PROVIDED BY THE CONSULTANTS NAMED HEREIN, AND WITH ANY OTHER WRITTEN INSTRUCTIONS ISSUED IN THE COURSE OF THE CONTRACT.

- A BUILDING PERMIT IS REQUIRED PRIOR TO THE COMMENCEMENT OF THESE WORKS. THE RELEASE OF THIS DOCUMENT IS CONDITIONAL ON THE CLIENT OBTAINING THE REQUIRED BUILDING PERMIT.

MATERIALS AND TRADE PRACTICES
ALL MATERIALS, CONSTRUCTION, AND WORK PRACTICES SHALL COMPLY WITH, BUT NOT BE LIMITED TO, THE CURRENT ISSUE OF BUILDING REGULATION 2018, NATIONAL CONSTRUCTION CODE 2022 VOL. 2 (HEREAFTER REFERRED TO AS **NCC**), AND ABCB HOUSING PROVISIONS (HEREAFTER REFERRED TO AS **ABCB HP**), AS WELL AS ALL RELEVANT CURRENT AUSTRALIAN STANDARDS REFERRED TO THEREIN.

- WORK AND SITE MANAGEMENT PRACTICES SHALL COMPLY WITH ALL RELEVANT LAWS AND BY-LAWS.
- IF ANY PERFORMANCE SOLUTION IS PROPOSED, IT SHALL BE ASSESSED AND APPROVED BY THE RELEVANT BUILDING SURVEYOR AS MEETING NCC PERFORMANCE REQUIREMENTS PRIOR TO IMPLEMENTATION OR INSTALLATION.

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

VARIATIONS
■ SHOULD ANY CONFLICT ARISE BETWEEN THESE PLANS AND NCC, ABCB HP, AUSTRALIAN STANDARDS OR A MANUFACTURER'S INSTRUCTIONS, THIS DISCREPANCY SHALL BE REPORTED IMMEDIATELY TO THE DESIGNER, BEFORE ANY OTHER ACTION IS TAKEN.

- THE CLIENT AND/OR THE CLIENT'S BUILDER SHALL NOT MODIFY OR AMEND THE PLANS WITHOUT THE KNOWLEDGE AND CONSENT OF THE DESIGNER, EXCEPT WHERE THE [RELEVANT BUILDING SURVEYOR/BUILDING CERTIFIER] MAKES MINOR NECESSARY CHANGES TO FACILITATE THE BUILDING PERMIT APPLICATION, AND WHERE SUCH CHANGES ARE REPORTED BACK TO THE DESIGNER WITHIN 48 HOURS OF THEIR MAKING.

- THE APPROVAL BY THE DESIGNER OF A SUBSTITUTE MATERIAL, WORK PRACTICE OR THE LIKE IS NOT AN AUTHORISATION FOR ITS USE OR A CONTRACT VARIATION. ANY VARIATIONS AND/OR SUBSTITUTIONS TO MATERIALS OR WORK PRACTICES SHALL BE ACCEPTED BY ALL PARTIES TO THE BUILDING CONTRACT AND, WHERE APPLICABLE, THE [RELEVANT BUILDING SURVEYOR/BUILDING CERTIFIER], PRIOR TO IMPLEMENTATION.

MEASUREMENTS
■ FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.

■ SITE PLAN MEASUREMENTS ARE IN METRES. ALL OTHER MEASUREMENTS ARE IN MILLIMETRES, UNLESS NOTED OTHERWISE.

- UNLESS NOTED OTHERWISE, DIMENSIONS ON FLOOR PLANS, SECTIONS AND EXTERNAL ELEVATIONS REPRESENT TIMBER FRAME AND STRUCTURAL MEMBERS, NOT FINISHED LININGS/CLADDING.

- WINDOW SIZES ARE NOMINAL ONLY. ACTUAL SIZE MAY VARY ACCORDING TO MANUFACTURER.

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

COVER SHEET

SCALE @A3:

01

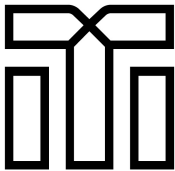
THIS DOCUMENT IS THE SUBJECT OF -
BUILDING PERMIT NUMBER: **CB501661273675938086716**
ISSUED DATE: **26/11/2024**

FOR INSPECTIONS & ENQUIRIES CALL **(03) 9304 4412**

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION THAT CANNOT BE REPRODUCED, IN WHOLE OR IN PART, WITHOUT WRITTEN AUTHORIZATION FROM **ITI BUILDING DESIGN PTY LTD.**

CONTRACTOR TO VERIFY ALL THE LEVELS AND DIMENSION PRIOR TO STARTING WORK ON SITE. DO NOT SCALE DRAWINGS. ALWAYS USE WRITTEN DIMENSIONS

JOB NO: 771	PROJECT: PROPOSED SINGLE STOREY DWELLING
CLIENT: AJAY TUGNAIT	
JOB ADDRESS: LOT 331, 34 SPAFIELD ROAD, BEVERIDGE 3753	
DRAWN: RJ	CHECKED:
VARIATION NO: WD05	DATE: 20/11/2024



Building
DESIGN

info@itibuildingdesign.com.au
18 Synnot St, Werribee VIC 3030
www.itibuildingdesign.com.au

SITE ANALYSIS		
DRIVEWAY	23.47 m²	6.70%
PERMEABILITY	120.33 m²	34.38%
SITE COVERAGE	206.21 m²	58.92%
	350.00 m²	

SECLUDED POS	49 m²
TOTAL POS	77 m²

SITE PLAN NOTE

ALL BOUNDARY DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR PRIOR TO SETTING OUT.

NO BUILDING WORKS ARE TO ENCROACH OVER THE EASEMENT AND TITLE BOUNDARY INCLUSIVE OF ANY EQUIPMENT USED ON, OVER, UNDER OR IN AIR SPACE OF THE ADJOINING PROPERTIES WITHOUT OBTAINING ADJOINING NEIGHBORS CONSENT VIA PROTECTION WORKS NOTICES PURSUANT TO PART 7 OF THE BUILDING ACT 1993 AND BUILDING REGULATION 2018.

DRAINER MUST REFER TO START WORK NOTICE FOR SEWER POINT LOCATION.

SEWERAGE AND SULLAGE TO CONNECT TO SEWERAGE MAIN AS DIRECTED BY LOCAL AUTHORITIES.

SITE TO BE SCRAPED LEVEL OVER PROPOSED BUILDING AREA WITH FINISHED GROUND TO BE GRADED AWAY FROM BUILDING.

BEFORE & DURING CARRYING OUT OF BUILDING WORK & EXCAVATIONS, THE ALLOTMENT SHOULD BE FENCED OR OTHERWISE GUARDED AGAINST BEING A DANGER TO LIFE OR PROPERTY.

THE MAXIMUM GRADIENT OF THE DRIVEWAY SHALL NOT EXCEED 1:5.

STORMWATER DRAIN NOTE

STORMWATER DRAIN LAYOUT IS INDICATIVE ONLY & WILL BE ACCORDANCE WITH ENGINEERS DESIGN, DETAIL AND SPECIFICATIONS.

PROVIDE 100MM DIAMETER UPVC STORMWATER PIPE WITH MINIMUM FALL OF 1:100.

PROVIDE 100MM MINIMUM COVER TO STORM WATER PIPE.

PROVIDE SELECTED DOWNPIPES AT 12.0M MAXIMUM CENTRES.

RECYCLED WATER NOTE

RECYCLED WATER IS TO BE USED ON THIS SITE AND TO BE CONNECTED TO ALL SANITARY FLUSHING.

ALL SOLAR PANEL/RAINWATER TANK/HWS POSITIONS ARE INDICATIVE ONLY.

TERMITE PROTECTION NOTE

A TERMITE BARRIER TO BE INSTALLED TO MINIMISED THE RISK OF TERMITE ATTACK TO PRIMARY BUILDING ELEMENTS IN ACCORDANCE WITH AS 3660.1 (REFER TO PROPERTY INFORMATION FOR DETAILS ON SITE)

TERMITE BARRIER REQUIRED: YES

BUSHFIRE NOTE

BAL 12.5

SITE CUT/FILL NOTE

SITE CUT AND FILL TO BE MINIMUM OF 1.2M FROM DWELLING BOUNDARY AND BATTERED AT NO MORE THAN 45°. SITE CUTS/FILLING WORKS NOT TO SUPPORTED BY RETAINING WALLS SHALL BE FINISHED WITH A BATTER OF A 45° AND AN AGRICULTURAL DRAIN AT THE BASE OR A SPOON DRAIN AT THE END CONNECTED TO SILT PITS WHICH IS DISCHARGE INTO STORMWATER DRAIN OF ANY FUTURE PAVING.

OPTICOMM NOTE

DWELLING TO BE CONNECTED TO OPTICOMM AS PER GU

LEVEL SCHEDULE (WAFFLE SLAB ONLY)

	FLOOR LEVEL	SLAB HEIGHT	CUT LEVEL
GROUND FLOOR	10.200	0.400	9.800
GARAGE	10.150	0.400	9.750
PORCH/ALFRESCO	10.050	0.400	9.650

CODE	DESCRIPTION
ACW	WHIRLYBIRD
F.CLN	CLOTHES LINE
F.TAP-07	GARDEN TAP
GM	GAS METER
HWSW	HOTWATER SYSTEM WALL HUNG
LTB	SELECTED LETTER BOX
MSB	MAIN SWITCH BOARD
PCD	PREMISES CONNECTION DEVICE
RTL	SELECTED CONCRETE ROOF TILES

BEFORE YOU DIG

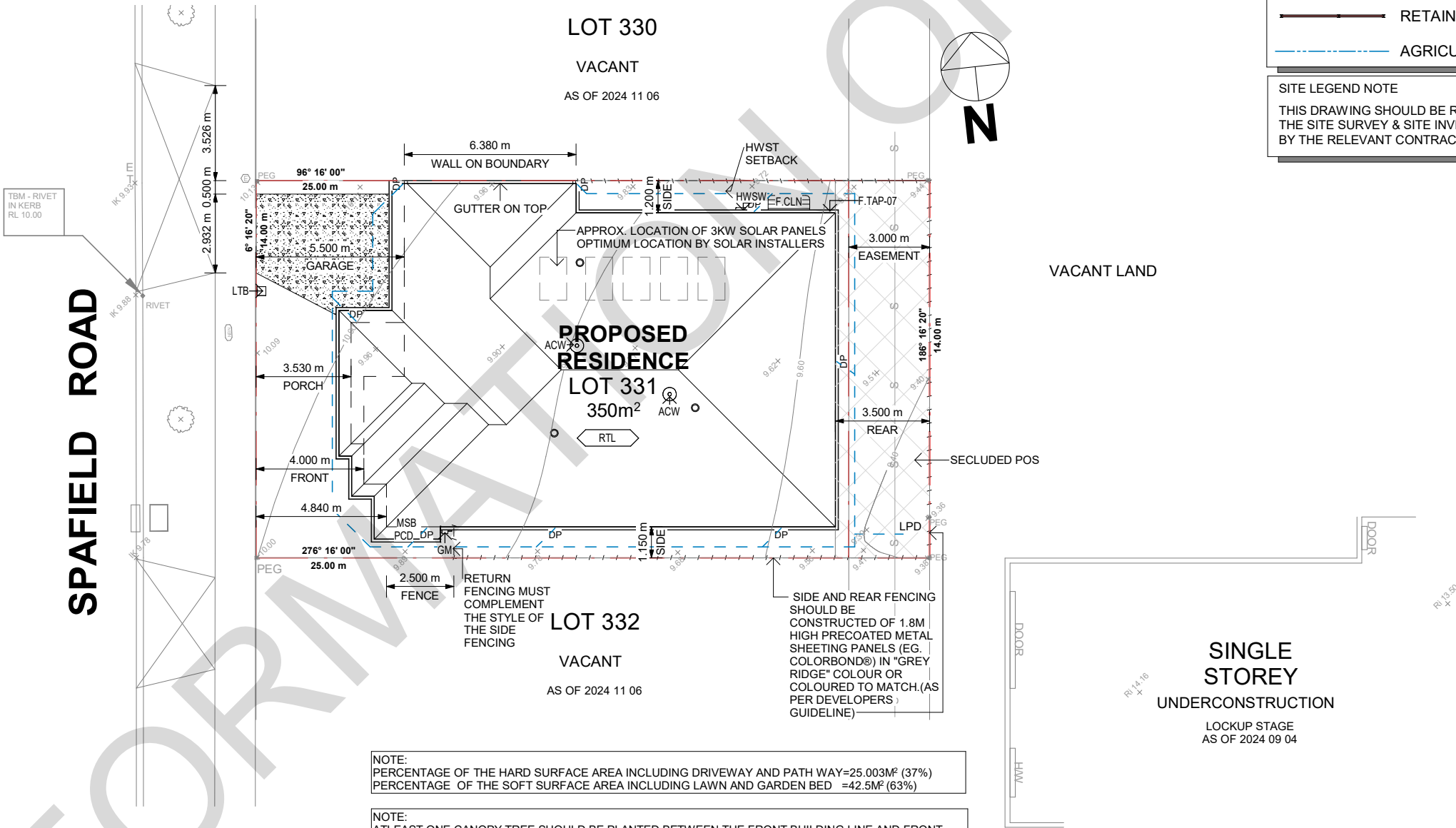
THE LOCATIONS OF UNDERGROUND AND OVERHEAD SERVICES ARE APPROXIMATE ONLY, AND THEIR EXACT POSITION SHOULD BE PROVEN ON-SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN. LOCATE ALL UNDERGROUND SERVICES BEFORE THE COMMENCEMENT OF WORK.
WWW.BYDA.COM.AU

SITE PLAN LEGEND

- GROUND FLOOR BELOW
- FIRST FLOOR BELOW
- EXPOSED AGGREGATE
- COLOURED CONCRETE
- PLAIN CONCRETE
- 100ø UPVC @1:100 MIN
- COUNCIL STORM WATER DRAIN
- SEWER PIPE
- LPD LEGAL POINT OF DISCHARGE
- RETAINING WALL
- AGRICULTURAL DRAIN

SITE LEGEND NOTE

THIS DRAWING SHOULD BE REVIEWED IN CONJUNCTION WITH THE SITE SURVEY & SITE INVESTIGATION REPORT PROVIDED BY THE RELEVANT CONTRACTOR.



NOTE:
PERCENTAGE OF THE HARD SURFACE AREA INCLUDING DRIVEWAY AND PATH WAY=25.003M² (37%)
PERCENTAGE OF THE SOFT SURFACE AREA INCLUDING LAWN AND GARDEN BED =42.5M² (63%)

NOTE:
ATLEAST ONE CANOPY TREE SHOULD BE PLANTED BETWEEN THE FRONT BUILDING LINE AND FRONT TITLE BOUNDARY.

NOTE:
GARDEN BEDS ARE TO CONTAIN ORGANIC OR PEBBLE MULCH.

NOTE:
GARDEN MUST BE COMPLETED WITHIN 1 YEAR OF STOCKLAND RECEIVING THE CERTIFICATE OF OCCUPANCY.

SITE PLAN

SCALE @A3: 1 : 200

02

Opes BUILDING SOLUTIONS
BUILDING PERMIT
THIS DOCUMENT IS THE SUBJECT OF:
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ISSUED DATE: 26/11/2024
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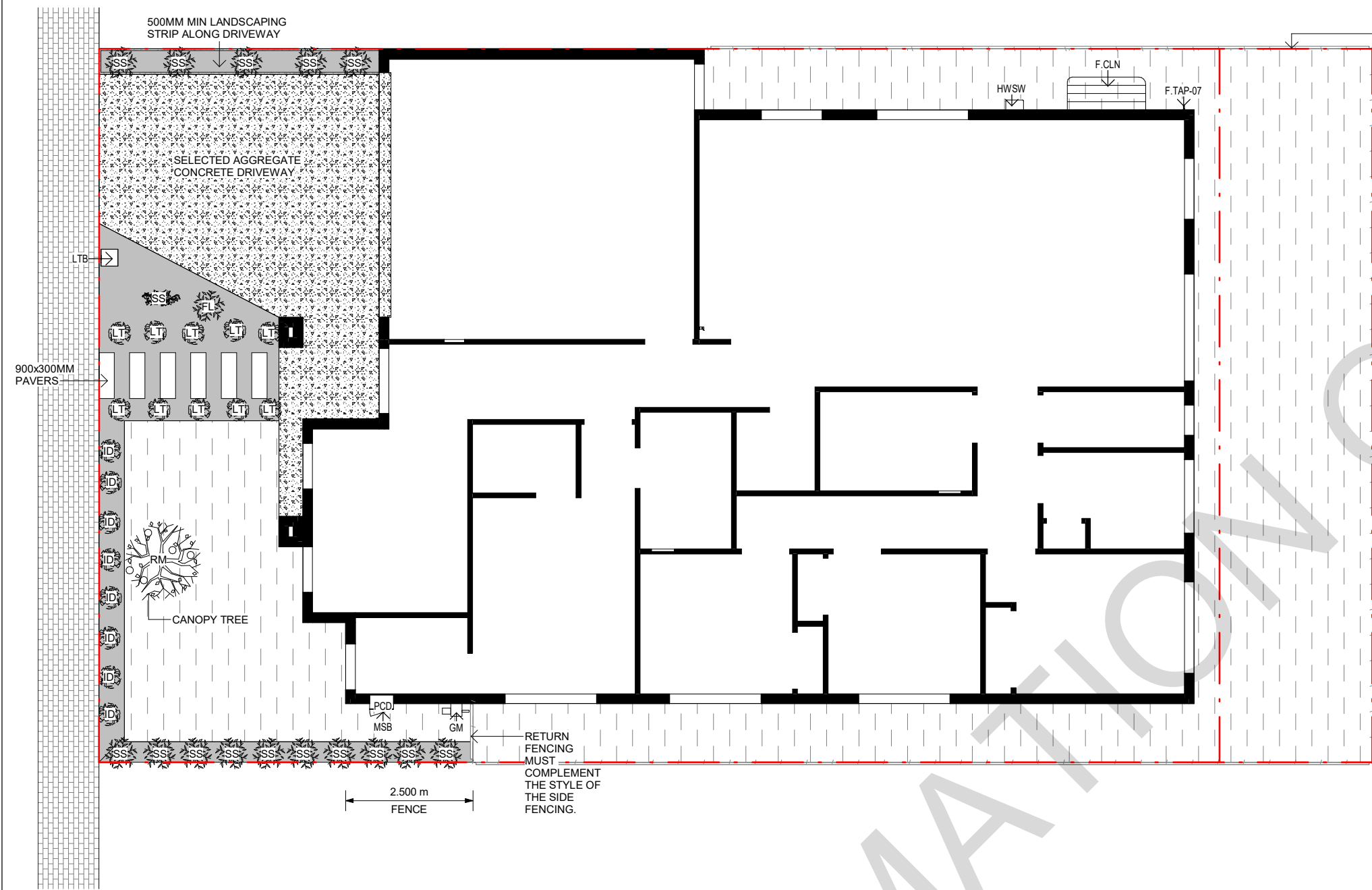
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JOB NO: 771	PROJECT: PROPOSED SINGLE STOREY DWELLING
CLIENT: AJAY TUGNAIT	
JOB ADDRESS: LOT 331, 34 SPAFIELD ROAD, BEVERIDGE 3753	
DRAWN: RJ	CHECKED:
VARIATION NO: WD05	DATE: 20/11/2024



Building DESIGN

info@itibuildingdesign.com.au
18 Synnot St, Werribee VIC 3030
www.itibuildingdesign.com.au



LANDSCAPE NOTE
LANDSCAPING OF THE FRONT GARDEN INCLUDING THE PLANTING OF TREES, LAWN AND SHRUBS AND FORMATION OF GARDEN BEDS TO BE COMPLETED BY THE CLIENTS AS PER DEVELOPERS GUIDELINES. LANDSCAPE TO BE ESTABLISHED WITHIN 1 YEAR OF THE ISSUING OF THE CERTIFICATE OF OCCUPANCY.

THIS LANDSCAPING IS PREPARED FOR THE DEVELOPER'S APPROVAL PURPOSES. CLIENTS TO LODGE AN APPLICATION AFTER THE HANDOVER IF THEY WANT TO CHANGE THE LANDSCAPING.

FENCING NOTE
ALL BOUNDARY FENCING TO BE SUPPLIED AND INSTALLED BY CLIENT ACCORDING TO DEVELOPERS REQUIREMENTS. THE BUILDER IS NOT LIABLE FOR ANY ITEMS THE CLIENTS NEED TO CONFIRM WITH THE DEVELOPERS RESTRICTIONS.

DRIVE WAY NOTE
DRIVE WAY TO MATCH THE WIDTH OF THE CROSSOVER AT THE TRUE BOUNDARY OF THE LOT.

LETTERBOX NOTE
LETTER BOX MUST BE LOCATED AND CONSTRUCTED TO AUSTRALIAN POST STANDARDS, AND AS PER DEVELOPER'S GUIDELINES.

LOCATION OF GAS METER IS APPROXIMATE ONLY. REFER TO RELEVANT AUTHORITY FOR CLEARANCES.

LOCATION OF NBN AND MSB ARE APPROXIMATE ONLY. REFER TO RELEVANT AUTHORITY FOR CLEARANCES.

CODE	DESCRIPTION
F.CLN	CLOTHES LINE
F.TAP-07	GARDEN TAP
GM	GAS METER
HWSW	HOTWATER SYSTEM WALL HUNG
LTB	SELECTED LETTER BOX
MSB	MAIN SWITCH BOARD
PCD	PREMISES CONNECTION DEVICE

LANDSCAPE LEGEND

DROUGHT TOLORANT TURF

COLOURED MULCH

TUSCAN STONES - 40MM

TUSCAN PATHWAYS - 10MM

NOTE:
PERCENTAGE OF THE HARD SURFACE AREA INCLUDING DRIVEWAY AND PATH WAY=25.003M² (37%)
PERCENTAGE OF THE SOFT SURFACE AREA INCLUDING LAWN AND GARDEN BED =42.5M² (63%)

NOTE:
AT LEAST ONE CANOPY TREE SHOULD BE PLANTED BETWEEN THE FRONT BUILDING LINE AND FRONT TITLE BOUNDARY.

NOTE:
GARDEN BEDS ARE TO CONTAIN ORGANIC OR PEBBLE MULCH.

NOTE:
GARDEN MUST BE COMPLETED WITHIN 1 YEAR OF STOCKLAND RECEIVING THE CERTIFICATE OF OCCUPANCY.

PLANTING SCHEDULE							
LEGEND	CODE	COMMON NAME	BOTANICAL NAME	PLANT TYPE	MATURE SIZE	INSTALLED POT SIZE	QUANTITY
	FL	FRENCH LAVENDER	LAVANDULA DENTATA	SHRUB	1.0M (H) X 0.8M (W)	200MM	5
	ID	IRIS DIETES	DIETES IRIDIODES	GRASS	1.0M (H) X 0.8M (W)	150MM	5
	LT	LIME TUFF	LOMANDRA LONGIFOLIA	GRASS	0.5M (H) X 0.6M (W)	150MM	5
	RM	RED JAPANESE WEEPING MAPLE	ACER PALMATUM DISSECTUM ATROPURPUREUM	TREE	2.5M (H) X 2.5M (W)	250MM	1
	SS	SILVER SHEEN	PITTOSPORUM	SHRUB	2.5M (H) X 1.0M (W)	200MM	5
	SS	SNOW IN SUMMER	CERASTIUM TOMENTOSUM	GROUND COVER	0.5M (H) X 0.6M (W)	150MM	1

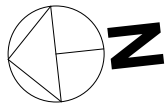
SHADOW PLAN LEGEND



FENCE SHADOW



BUILDING SHADOW



SINGLE
STOREY
UNDERCONSTRUCTION
LOCKUP STAGE
AS OF 2024 09 04

SINGLE
STOREY
UNDERCONSTRUCTION
LOCKUP STAGE
AS OF 2024 09 04

SINGLE
STOREY
UNDERCONSTRUCTION
LOCKUP STAGE
AS OF 2024 09 04

VACANT LAND

VACANT LAND

VACANT LAND

LOT 330
VACANT
AS OF 2024 11 06

LOT 332
VACANT
AS OF 2024 11 06

LOT 330
VACANT
AS OF 2024 11 06

LOT 332
VACANT
AS OF 2024 11 06

LOT 330
VACANT
AS OF 2024 11 06

LOT 332
VACANT
AS OF 2024 11 06

1 | 9AM

SCALE: 1 : 300

2 | 12PM

SCALE: 1 : 300

3 | 3PM

SCALE: 1 : 300



SHADOW DIAGRAMS

SCALE @A3: NTS

04



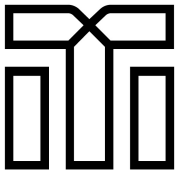
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Building
DESIGN

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REINFORCEMENT

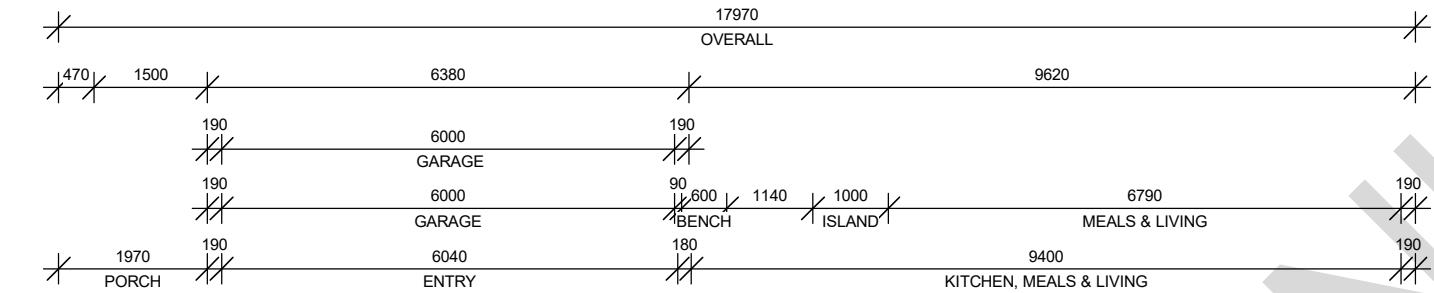
ALL SHOWER WALLS AND WALLS ADJACENT TO TOILET SHALL BE BRACED WITH 12MM PLY FOR FUTURE GRAB RAILS OR SUPPLY NOGGINGS WITH A THICKNESS OF AT LEAST 25MM IN ACCORDANCE WITH RECOMMENDATIONS OF LIVABLE HOUSING DESIGN GUIDELINES.

TILING TO WET AREAS
THE WALLS OF SANITARY COMPARTMENTS (KITCHEN, LAUNDRY, W.C., BATHROOM, ENSUITE, POWDER) TO BE FINISHED WITH FULLY COMPRESSED FIBRE CEMENT, WATERPROOF RENDER, CERAMIC TILES OR OTHER IMPERVIOUS FINISHED.

CJ CONSTRUCTION JOINTS TO BE CONSTRUCTED IN ACCORDANCE WITH AS3700 & AS4733. REFER TO ENGINEERING DRAWING FOR CJ LOCATION.

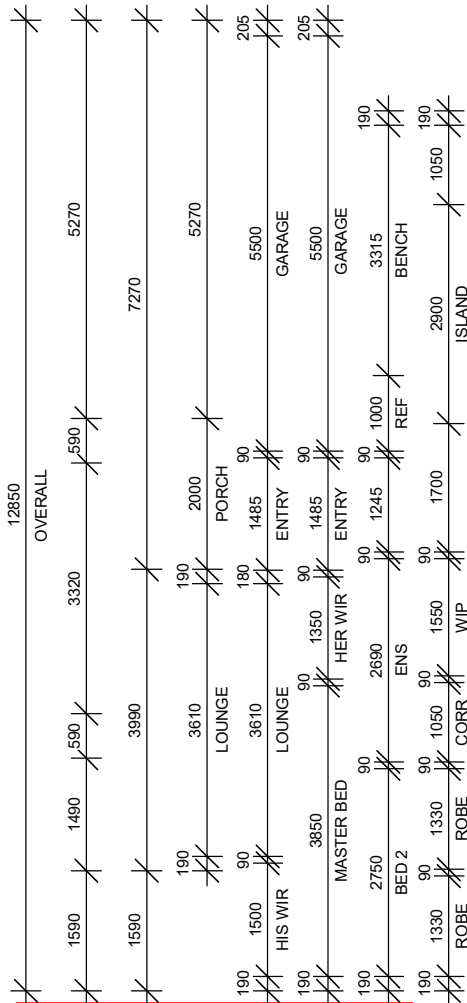
LIFT OFF HINGES TO WC DOORS.

CODE	DESCRIPTION
DWS	DW SPACE
EVE	EAVE VENT - 200MM x 400MM
F.BTH-03	BATH, WALL MOUNTED
F.MWV	MICROWAVE SPACE
F.OVE-04	OVEN, BUILTIN, WIDE
F.RNH-02	RANGEHOOD, CANOPY, WIDE
F.SSC-02	SHOWER SCREEN, 900 x 900
F.TAP-07	GARDEN TAP
GM	GAS METER
HWSW	HOTWATER SYSTEM WALL HUNG
J.SHE1	JOINERY SHELIVING - 1 X 450D
J.SHE2	JOINERY SHELIVING - 4 X 450D
MSB	MAIN SWITCH BOARD
NICHE	WALL NICHE
NTDC	NETWORK TERMINATION DEVICE CABINET
PCD	PREMISES CONNECTION DEVICE
WMS	WASHING MACHINE SPACE
WPC	WATER POINT, COLD



PROVIDE NON COMBUSTIBLE
EAVE LINING WITHIN 900MM
OF TITLE BOUNDARY.

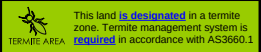
ENSURE NO PART OF THE PROPOSED
FOOTING OR CONSTRUCTION
ENCROACHES TITLE BOUNDARY



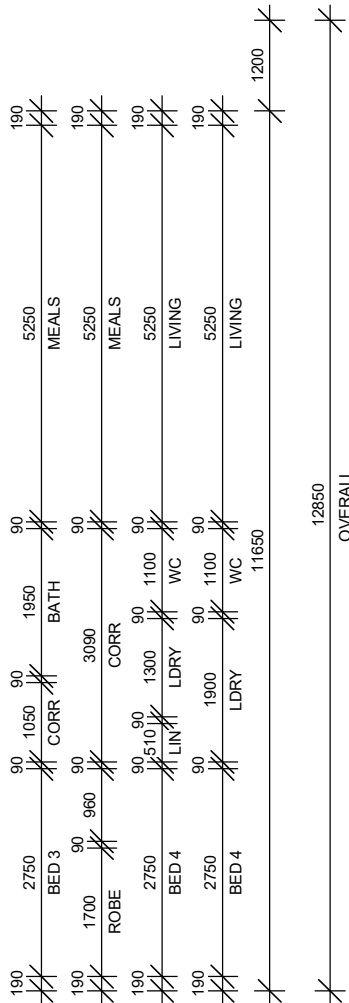
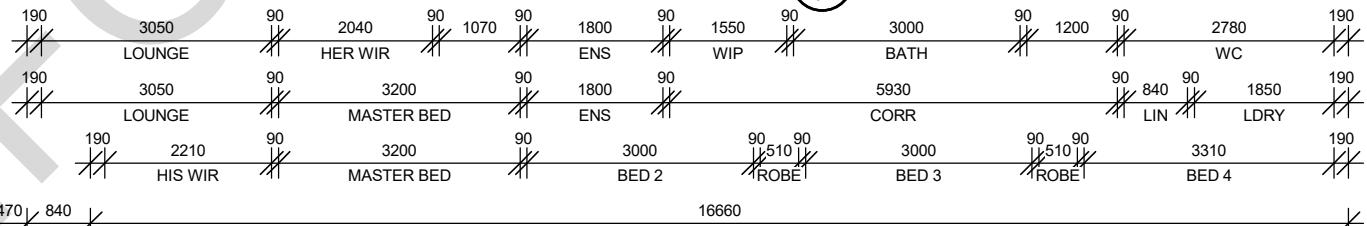
**NOTE: THIS DESIGN COMPLIES PER
NCC 2022 LIVABLE HOUSING
DESIGN STANDARD.**

NOTE
ONE SHOWER MUST HAVE A
HOBLESS AND STEP-FREE ENTRY
WITH LIP NOT MORE THAN 5MM IN
HEIGHT.

NOTE
BRANCH NEEDS TO CUT



**MUST BE PROVIDED TO GARAGE
STEP RAMP.**



Name	Area	SQ
GARAGE	35.54 m²	3.83
GROUND FLOOR LIVING	165.55 m²	17.82
PORCH	5.12 m²	0.55
	206.21 m²	22.20

SCALE @A3: 1 : 100

05



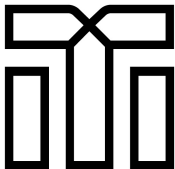
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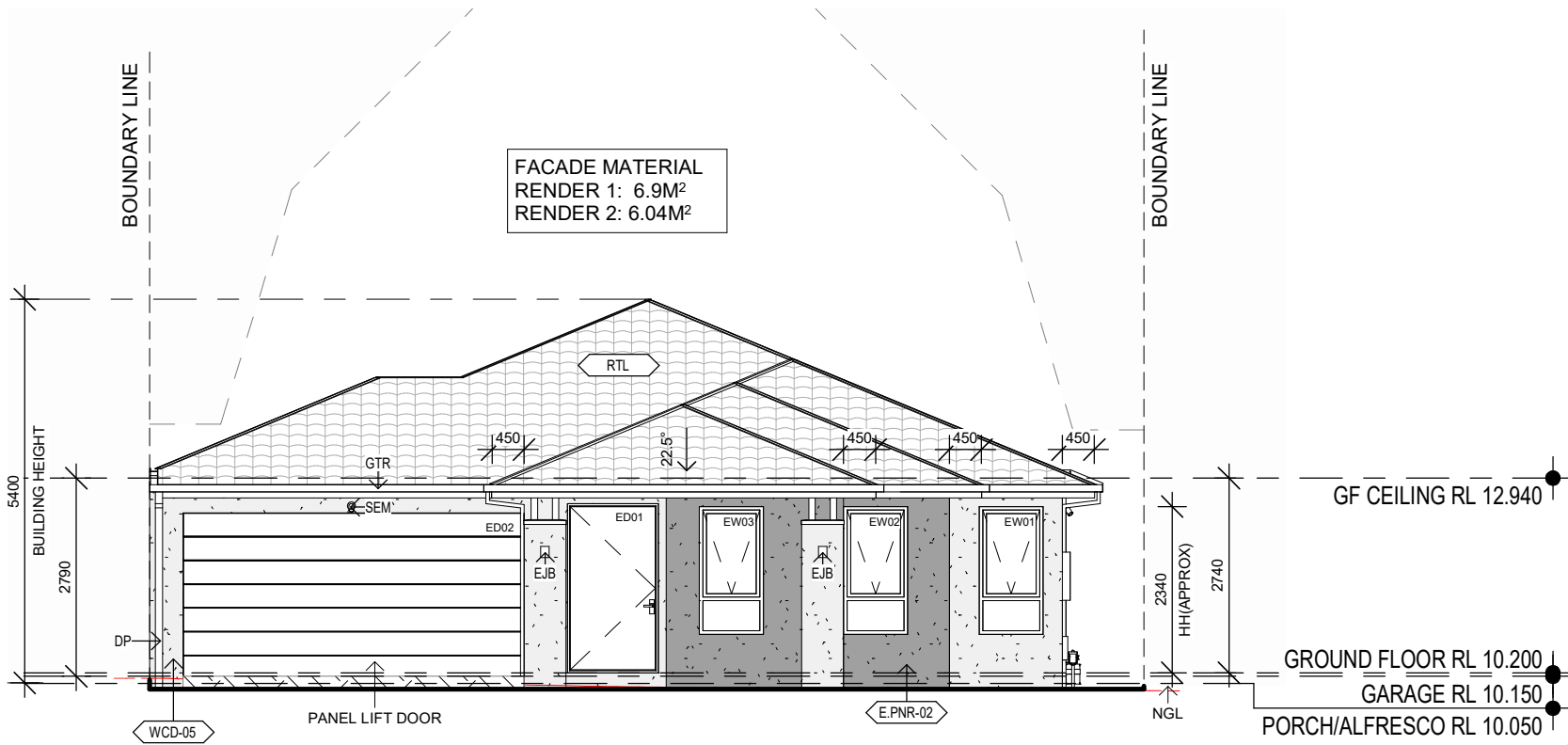
JOB NO: 771	PROJECT: PROPOSED SINGLE STOREY DWELLING
CLIENT: AJAY TUGNAIT	
JOB ADDRESS: LOT 331, 34 SPAFIELD ROAD, BEVERIDGE 3753	
DRAWN: RJ	CHECKED:
VARIATION NO: WD05	DATE: 20/11/2024



Building

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1 | ELEVATION 1

REFER TO SHEET 05
SCALE: 1 : 100

CEILING
- **R6.0** BULK INSULATION IN THE CEILING OF THE ROOF, EXCLUDING GARAGE. SARKING UNDER TILED ROOF.

FLOORS
- **WAFFLE** SLAB NOT TO ADD INSULATION.

WALLS
- **R2.5** BULK INSULATION TO ALL THE EXTERNAL WALLS EXCLUDING THE GARAGE, PLUS ANTI-GLARE FOIL FOR BRICK VENEER/HEBEL WALLS, WALL WRAP FOIL (0.2/0.9; E=0.20).
- **R2.5** BULK INSULATION IN THE INTERNAL GARAGE WALLS.
- **R2.0** INTERNAL WALLS INSULATION BETWEEN UNCONDITIONED AREA (WC, LAUNDRY) AND OTHER AREA OF HOUSE.

WINDOWS
- ALL WINDOWS/SLIDING DOORS ARE TO BE ALUMINIUM FRAMED DOUBLE GLAZED WITH A MINIMUM U-VALUE & SHGC AS LISTED BELOW:

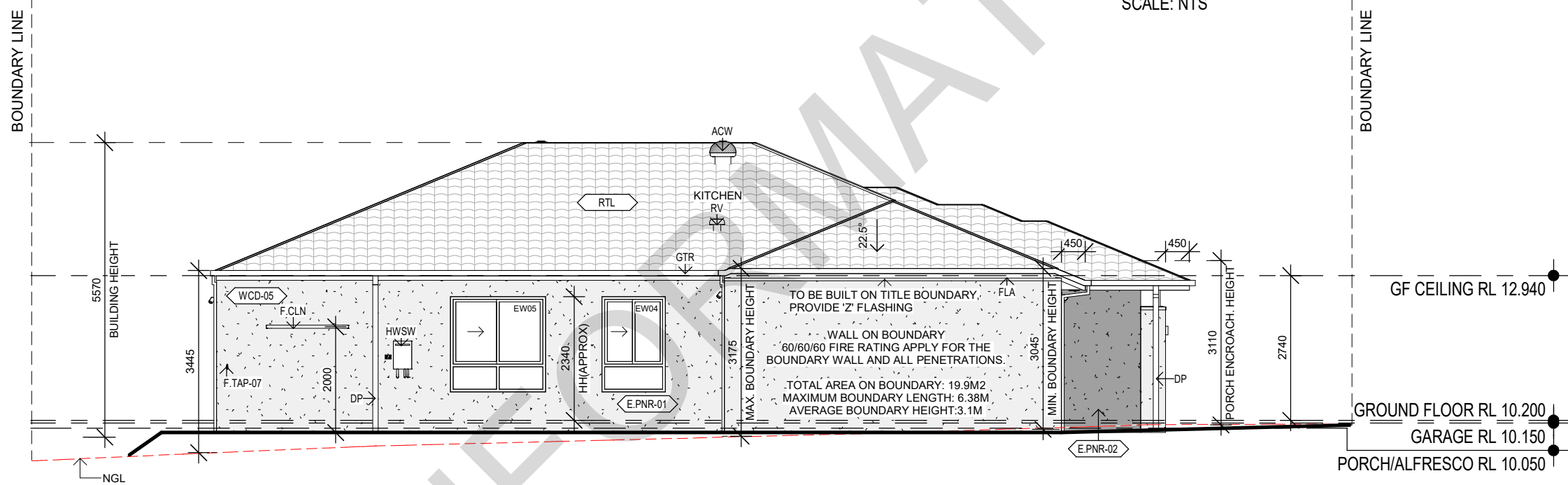
WINDOW TYPE	U-VALUE =	SHGC =
Awning, Casement,	4.10	0.47
Fixed, Sliding, Stacker	4.10	0.52

WHOLE OF HOME NOTES:

APPLIANCES
HEATING
MULTI-SPLIT RAC – VARIABLE CAPACITY 2.0 STAR (HSPF)
COOLING
MULTI-SPLIT REFRIGERATIVE– VARIABLE CAPACITY 2.0 STAR (HSPF)
HOT WATER
INSTANTANEOUS GAS HOT WATER SYSTEM
COOKING
KITCHEN: COOK TOP: GAS COOK TOP
OVEN: ELECTRIC
LIGHTING
REFER TO LIGHTING PLAN
SOLAR PHOTOVOLTAICS
3.0 KW SOLAR SYSTEM

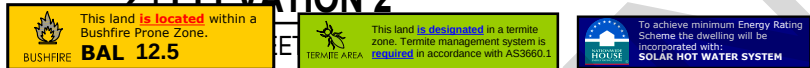
3 | ENERGY RATING NOTES

SCALE: NTS



2 | ELEVATION 2

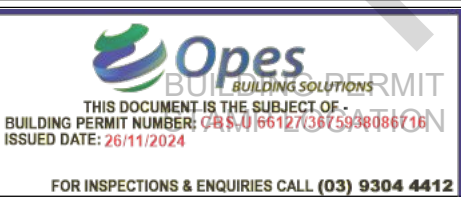
SCALE: 1 : 100



ELEVATIONS, 1 OF 2

SCALE @A3: As indicated

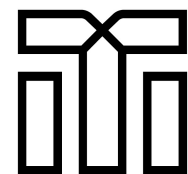
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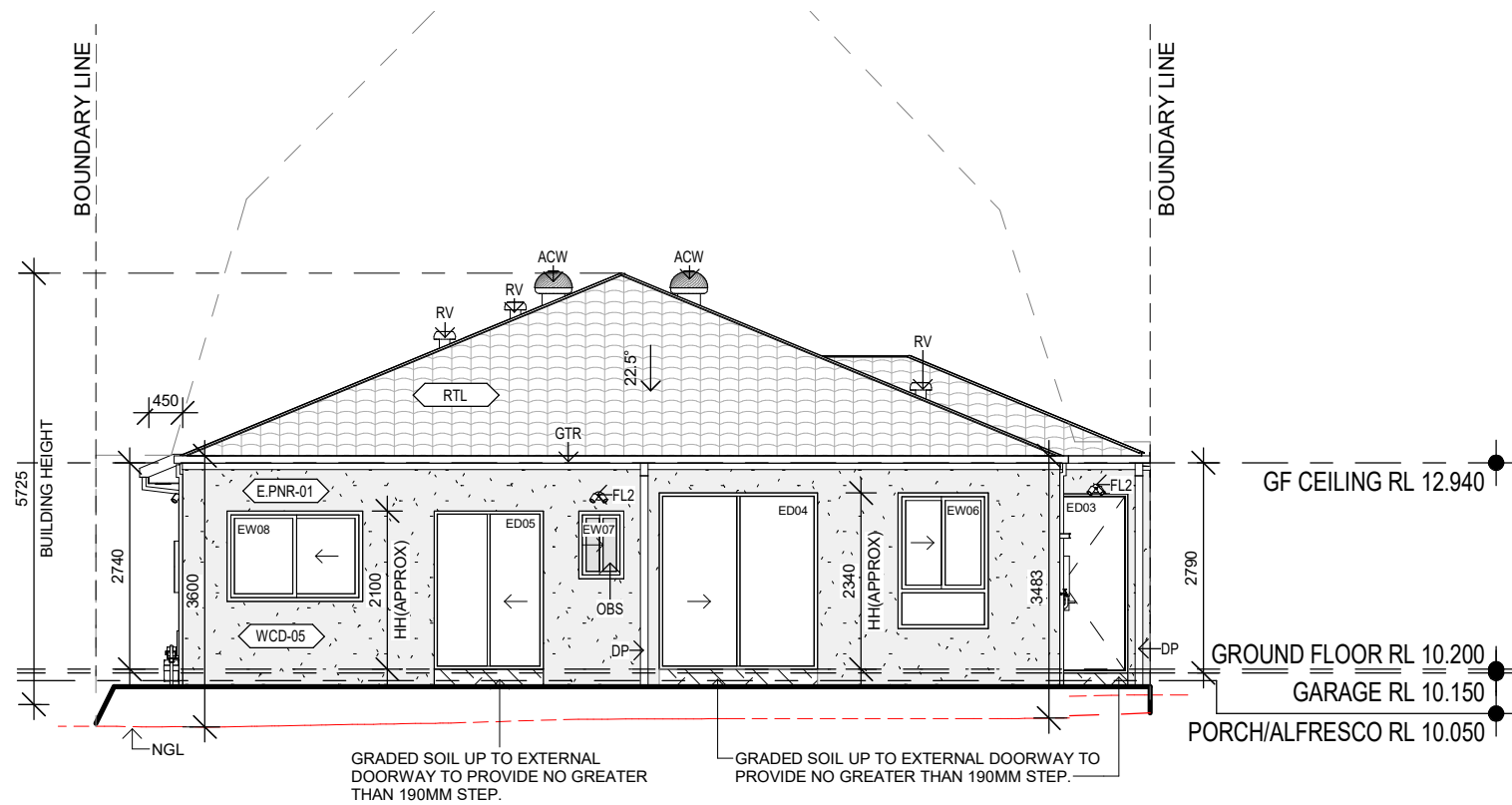
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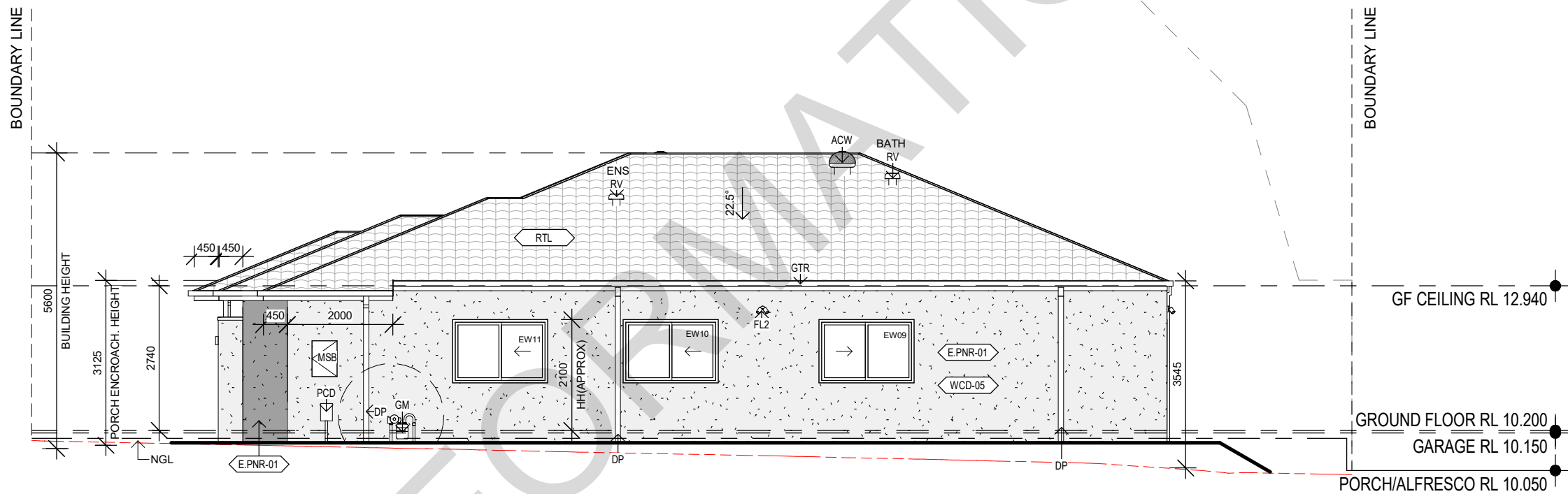
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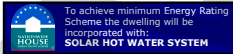
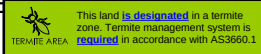
3 | ELEVATION 3

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SCALE: 1 : 100



4 | ELEVATION 4

REFER TO SHEET 05



ELEVATIONS, 2 OF 2

SCALE @A3: 1 : 100

07

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CODE	DESCRIPTION
ACW	WHIRLYBIRD
DP	DOWNPIPE 100x50
E.PNR-01	RENDER 1 FINISH
FL2	FLOOD LIGHT, DOUBLE
GM	GAS METER
GTR	SELECTED GUTTER
MSB	MAIN SWITCH BOARD
OBS	OBSCURED GLAZING
PCD	PREMISES CONNECTION DEVICE
RTL	SELECTED CONCRETE ROOF TILES
RV	ROOF VALVE
WCD-05	HEBEL CLADDING WITH SELECTED FINISH

WINDOW AND DOOR NOTE
WINDOWS AND DOOR SIZES SHOWN ARE NOMINAL.ACTUAL SIZE MAY VARY.

CONTRACTOR TO USE WINDOW MANUFACTURER'S NEAREST STOCK SIZES. SIZES MAY CHANGE DUE TO VARIATION IN BRICK SIZES.

BRICKS CALCULATIONS FOR WINDOWS AND DOORS ARE NOMINAL ONLY. CONTRACTOR TO PROVIDE ALLOWANCE FOR CONTROL JOINTS AS PER ENGINEERING DRAWINGS.

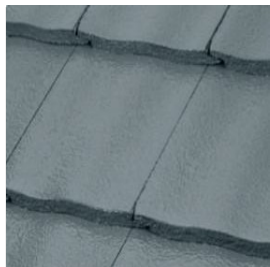
WINDOWS HEAD HEIGHTS ARE NOMINAL ONLY. CONTRACTOR TO CALCULATE WINDOW HEAD HEIGHTS BASED ON REBATE HEIGHT ON THE SITE AND BRICKS.

CEILING HEIGHT NOTE
FINISHED CEILING HEIGHT IS APPROXIMATE ONLY. FINISHED CEILING HEIGHT MAY CHANGE DEPENDING UPON THICKNESS OF FLOORING AND PLASTERBOARD.

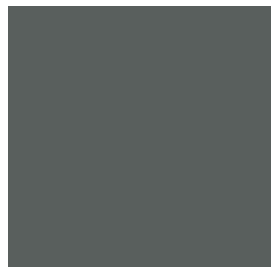
EXTERNAL FIXTURES NOTE
THE POSITION OF THE EXTERNAL FIXTURES SUCH AS CLOTHESLINE, SHEDS, SOLAR PANELS, DUCTED HEATING UNITS, ANTENNAE, GARBAGE BINS, ETC TO BE HIDDEN FROM THE PRIMARY FRONTAGE.

GLAZING NOTE
NOTE: REFER TO ENERGY RATES REPORT FOR U AND SHGS VALUES.

NOTE: OBSCURE GLAZING TO BE APPLIED FOR ENS, BATH & WC WINDOWS.



ROOF (RTL)
MONIER
ATURA - BABYLON



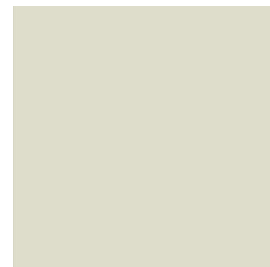
FASCIA/GUTTER
COLORBOND
BASALT



RENDER (E.PNR-01)
WATTYL PAINT
CLOUDY SKY



RENDER (E.PNR-02)
WATTYL PAINT
LONDON FOG



WINDOWS
COLORBOND
SURFMIST



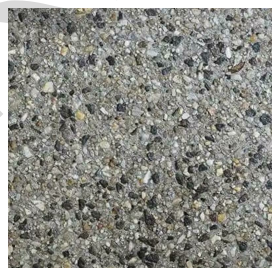
DOWNPIPES NEAR RENDER
(E.PNR-01)
COLORBOND
EVENING HAZE



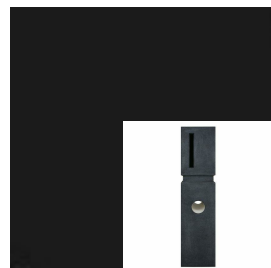
FRONT DOOR
WATTYL PAINT
COLORBOND SURFMIST



GARAGE DOOR
PANEL LIFT
SLIMLINE
COLORBOND
SURFMIST



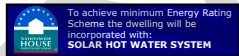
DRIVEWAY
EXPOSED AGGREGATE
ECONOMIX
BYBLOS BEACH



LETTERBOX
NORTHCOTE POTTERY
VERMONT
CHARCOAL



METERBOX
COLORBOND
EVENING HAZE



COLOR SELECTION

SCALE @A3: 1 : 100

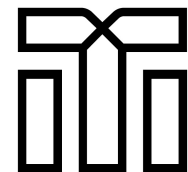
08

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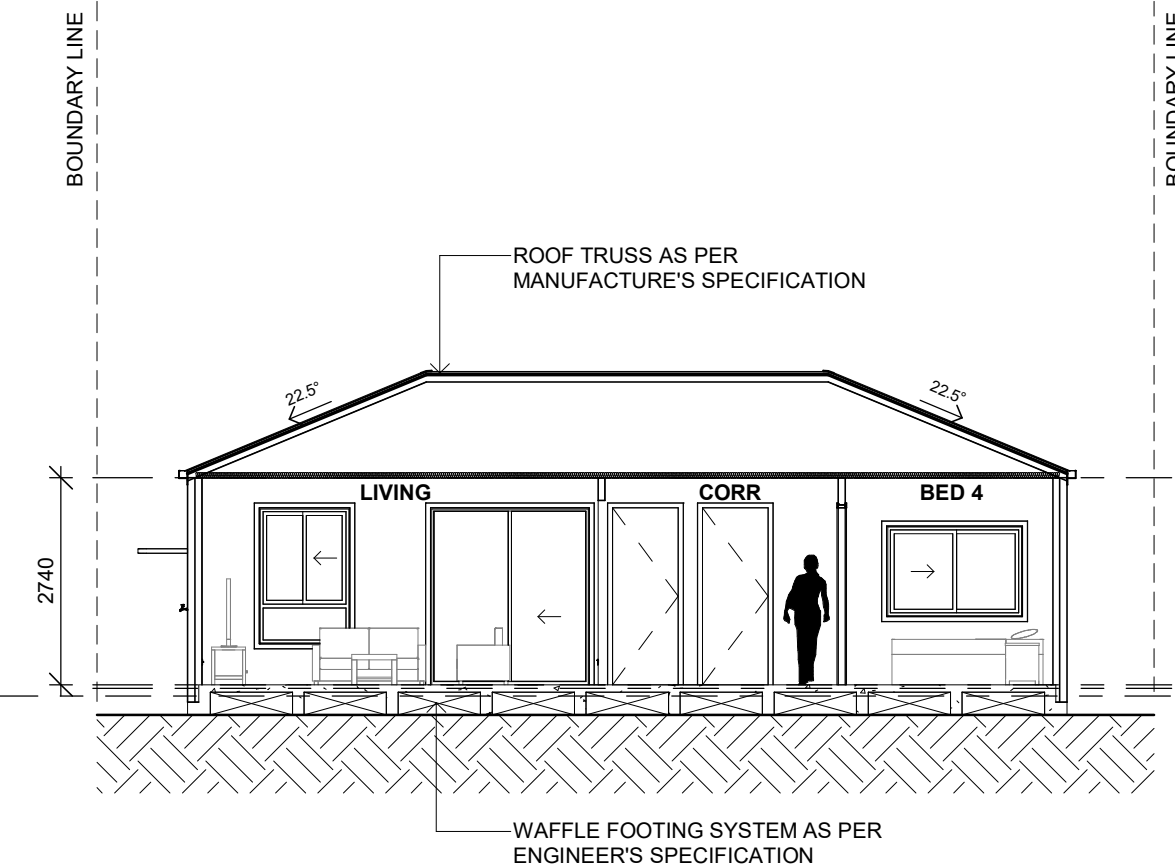
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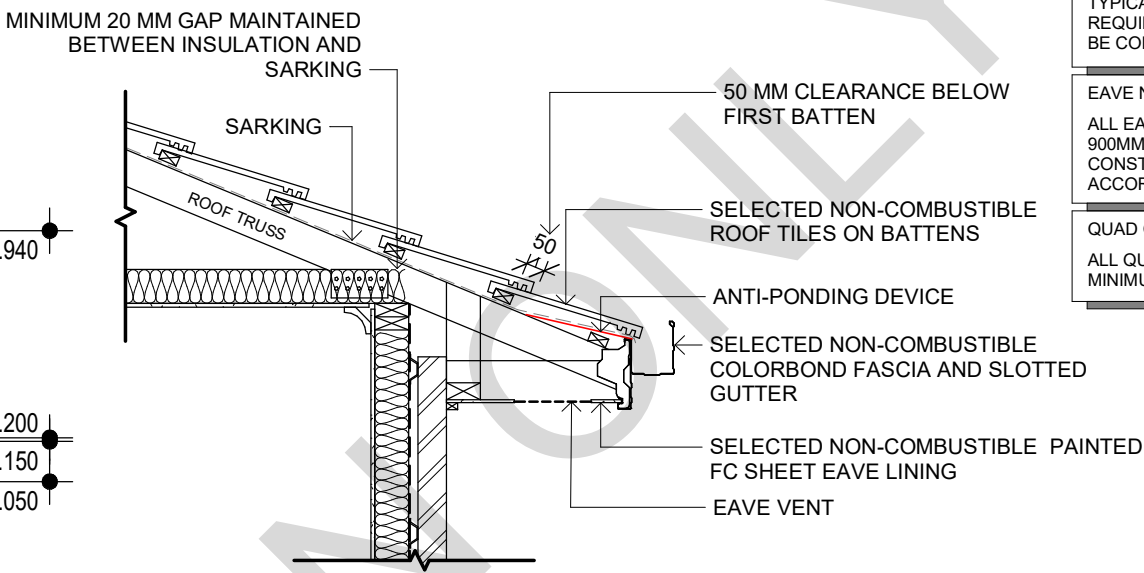


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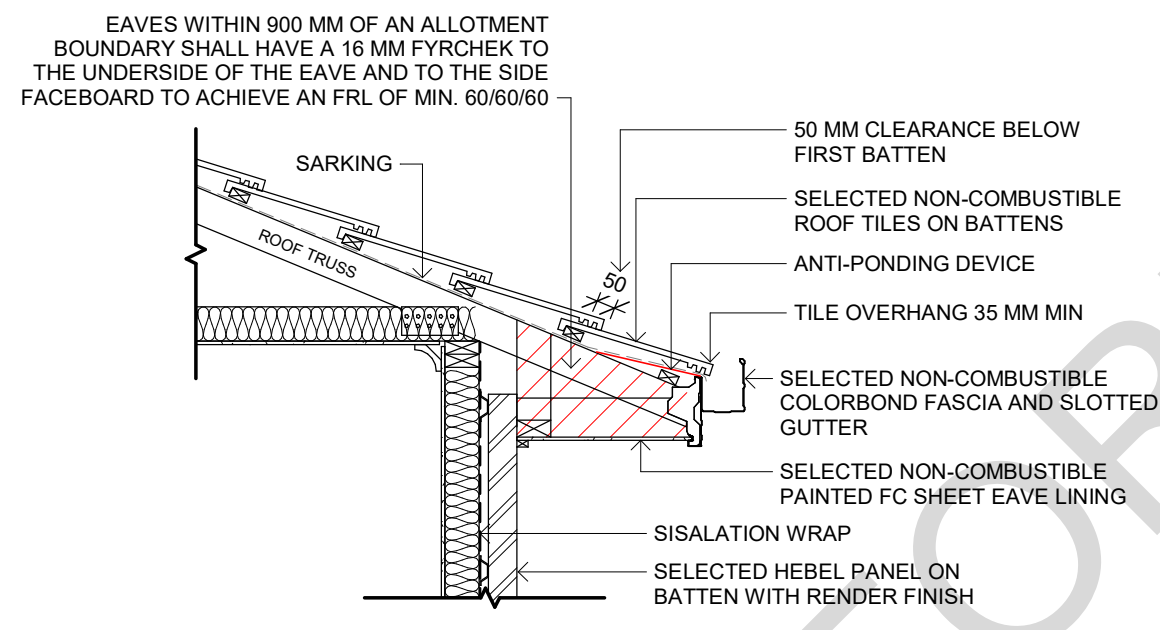
1 | Section 1

REFER TO SHEET 05
SCALE: 1 : 100



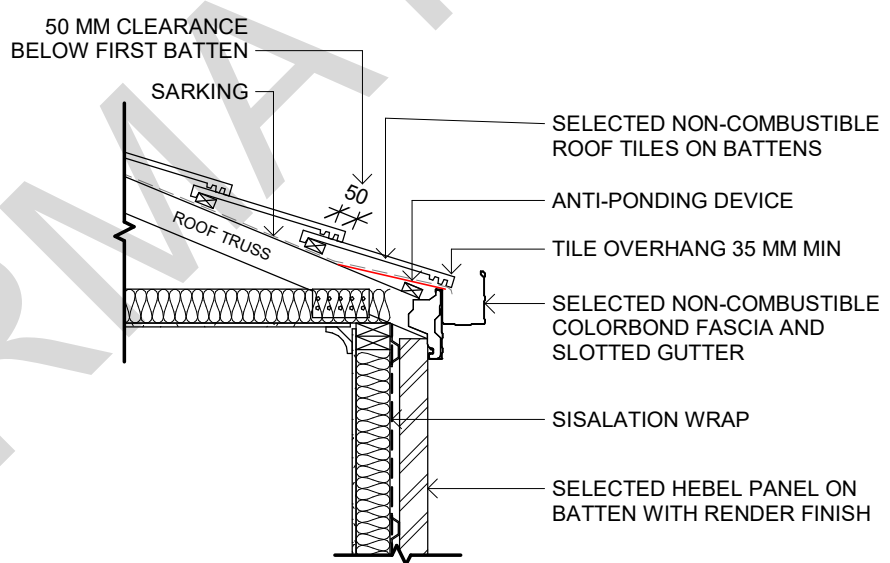
2 | TYPICAL ROOF SPACE WITH LOW LEVEL VENTILATION

SCALE: NTS



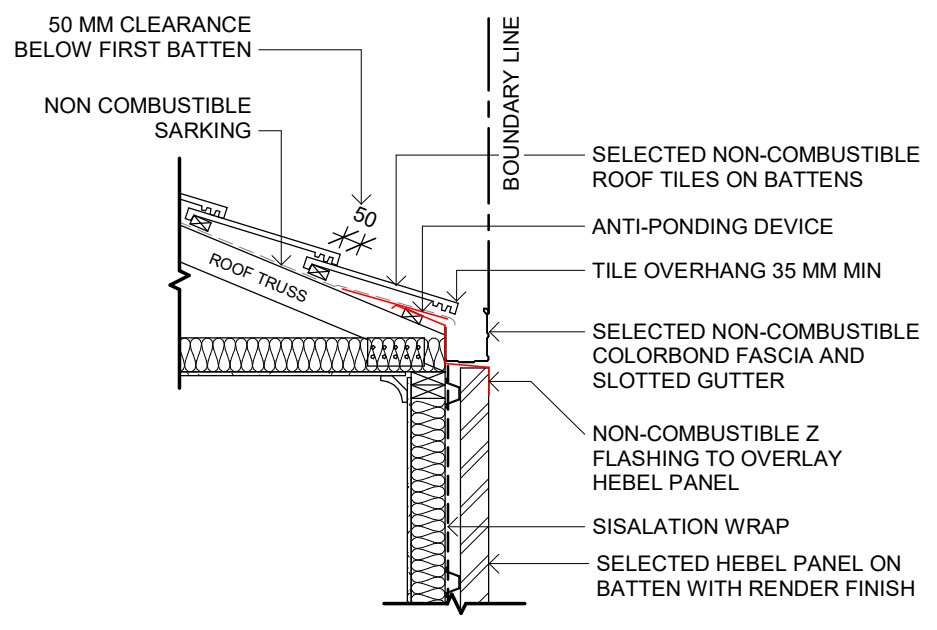
3 | TYPICAL 450 EAVES

SCALE: NTS



4 | TYPICAL GUTTER ON FACE OF WALL

SCALE: NTS



5 | TYPICAL GUTTER ON TOP

SCALE: NTS

TRUSS ROOF MANUFACTURERS SPECIFICATIONS
TO BE PROVIDED PRIOR TO THE ERECTION AND LOADBEARING POINTS. I.E. LINTELS, STUDS SUPPORTING CONCENTRATED LOADS TO BE DESIGNED BY TRUSS MANUFACTURER AND/ OR STRUCTURE ENGINEER. IF STRUCTURE DESIGN WAS PROVIDED THAN DESIGN ENGINEER TO VERIFY TRUSS LOCATIONS AND DESIGN FOR LOAD BEARING POINTS AS REQUIRED.

STAIRS NOTE
TYPICAL STAIR DETAIL IS TO ILLUSTRATE STAIRCASE REQUIREMENTS ONLY. STYLE, MATERIALS AND FINISHES TO BE CONFIRMED BY CLIENT.

EAVE NOTE
ALL EAVES (INCLUDING FASCIA) THAT ARE LOCATED WITHIN 900MM OF ADJOINING DWELLINGS ARE REQUIRED TO BE CONSTRUCTED OF NON-COMBUSTIBLE MATERIALS IN ACCORDANCE WITH ABCB HP PART 9.2.

QUAD GUTTER NOTE
ALL QUAD GUTTERS SHOULD BE 115MM IN SIZE, WITH A MINIMUM FALL OF 1:500.

SECTION

SCALE @A3: As indicated

09

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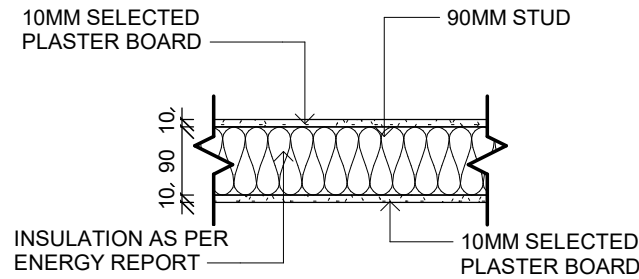
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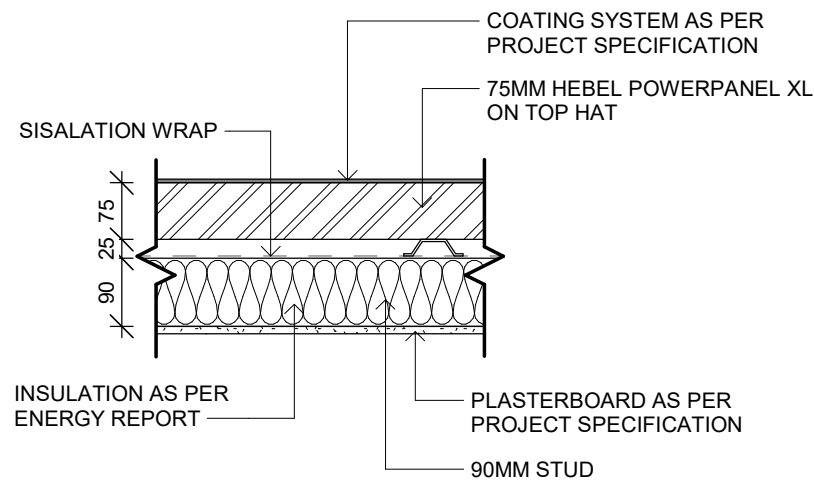
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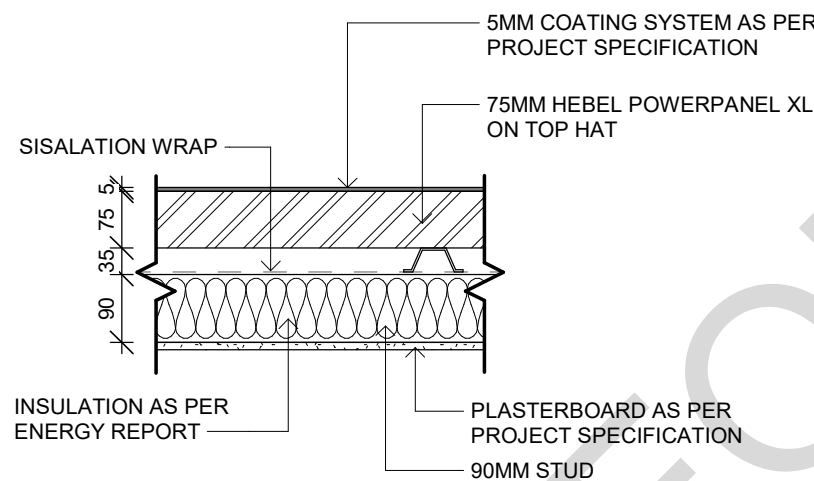
1 | TYPICAL INTERNAL PARTITION WALL - 90MM

SCALE: NTS



2 | TYPICAL HEBEL POWERPANELXL DETAIL -190MM

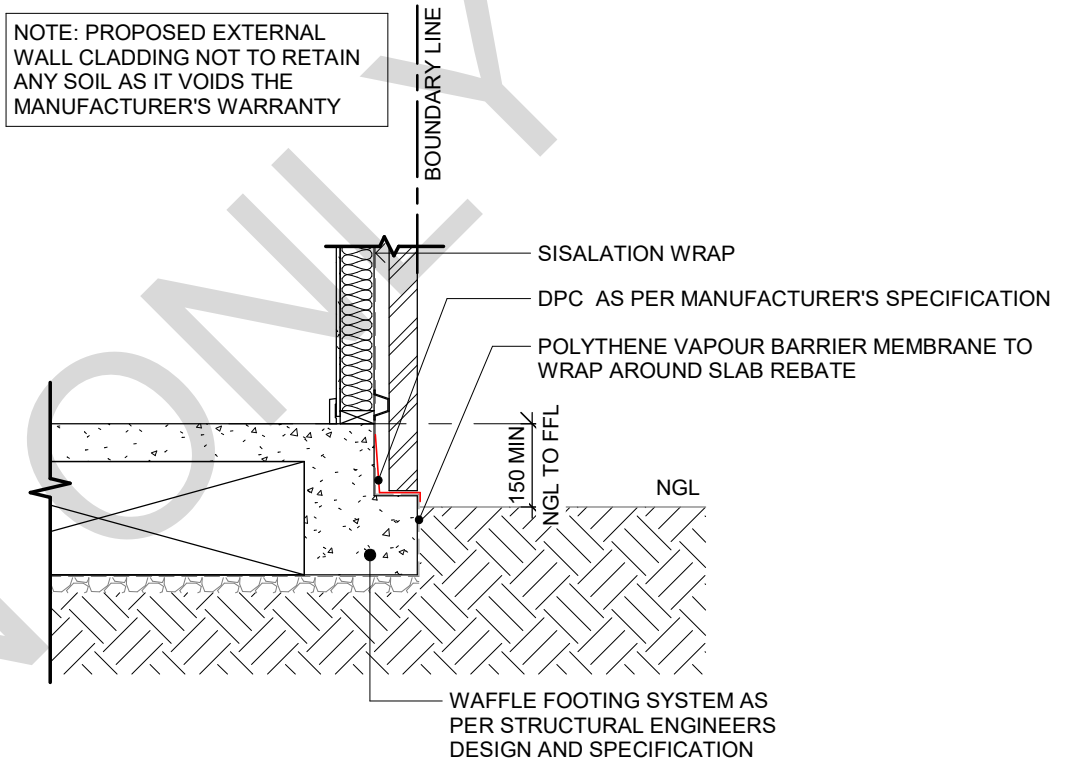
SCALE: NTS



3 | TYPICAL HEBEL POWER PANELXL WALL ON BOUNDARY DETAIL -205MM

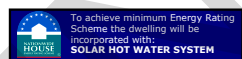
SCALE: NTS

NOTE: PROPOSED EXTERNAL WALL CLADDING NOT TO RETAIN ANY SOIL AS IT VOIDS THE MANUFACTURER'S WARRANTY



4 | SITE-HEBEL TYPICAL SLAB REBATE BOUNDARY DETAIL

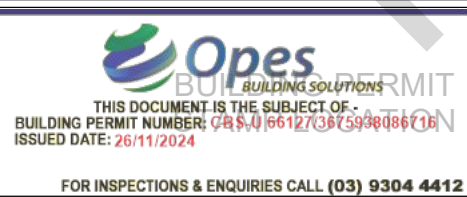
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DETAILS, 1 OF 4

SCALE @A3: As indicated

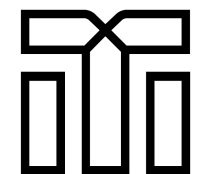
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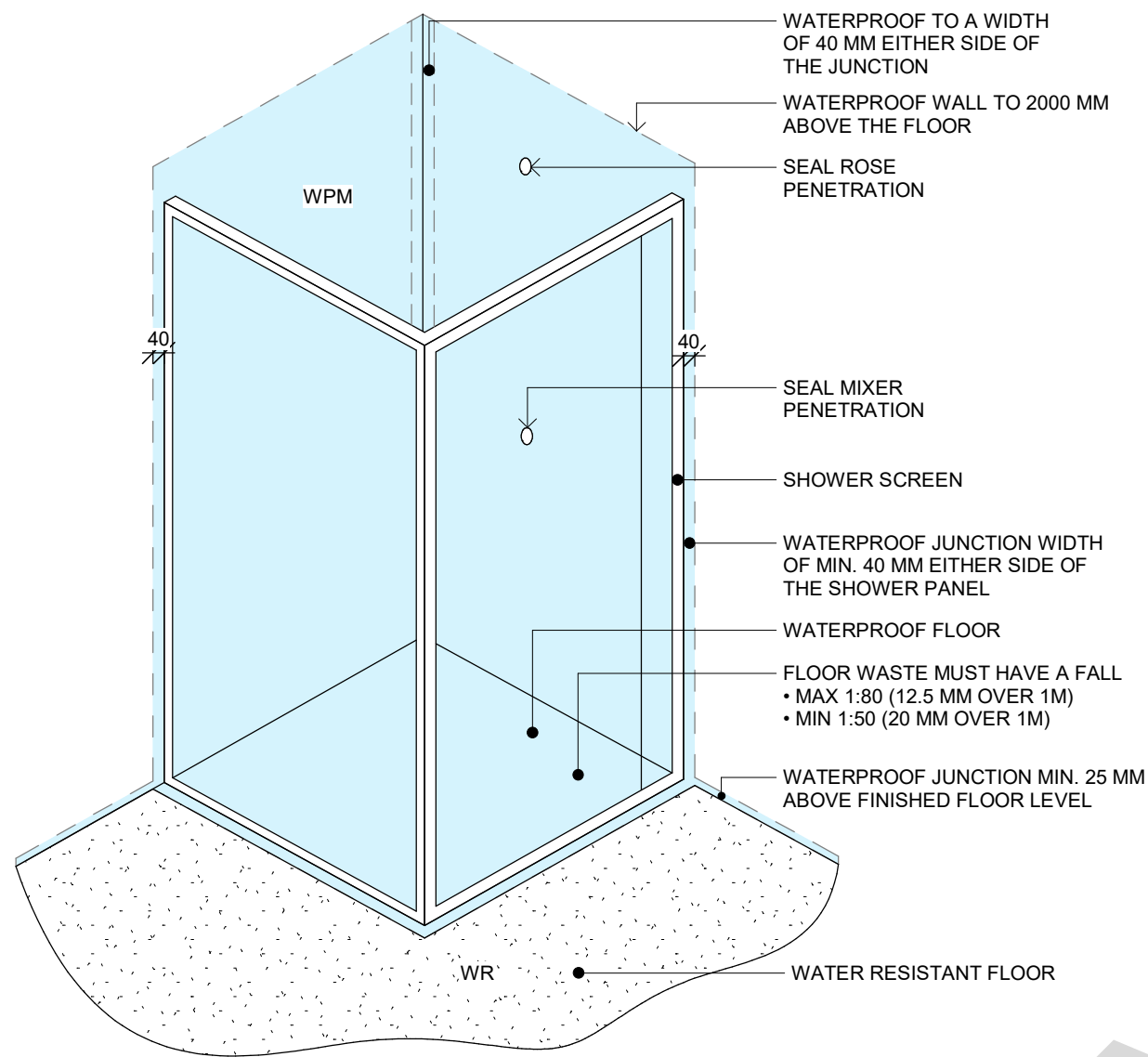
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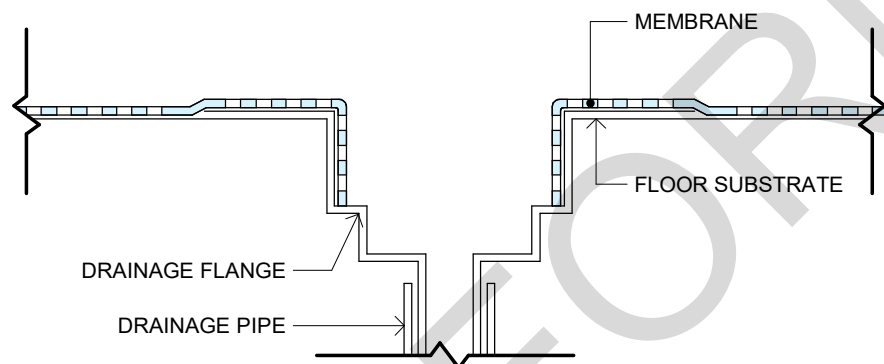
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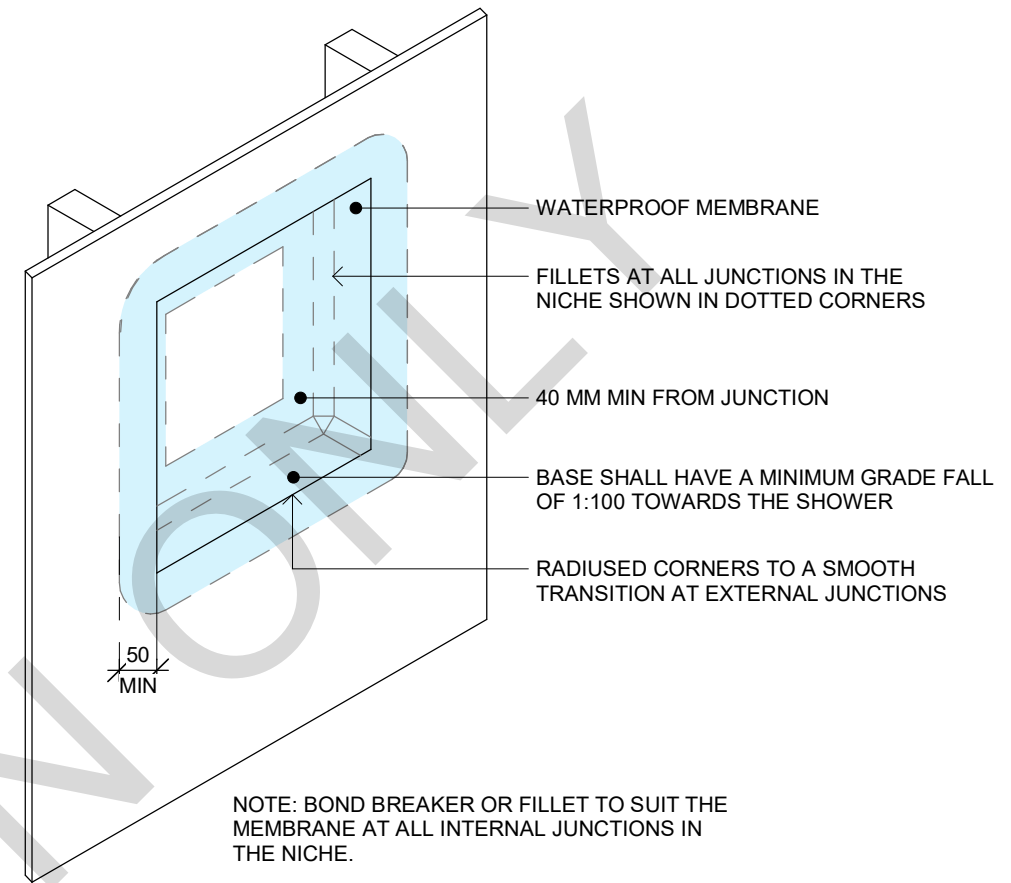


1 | ENCLOSED SHOWER WATERPROOFING DETAILS

SCALE: NTS

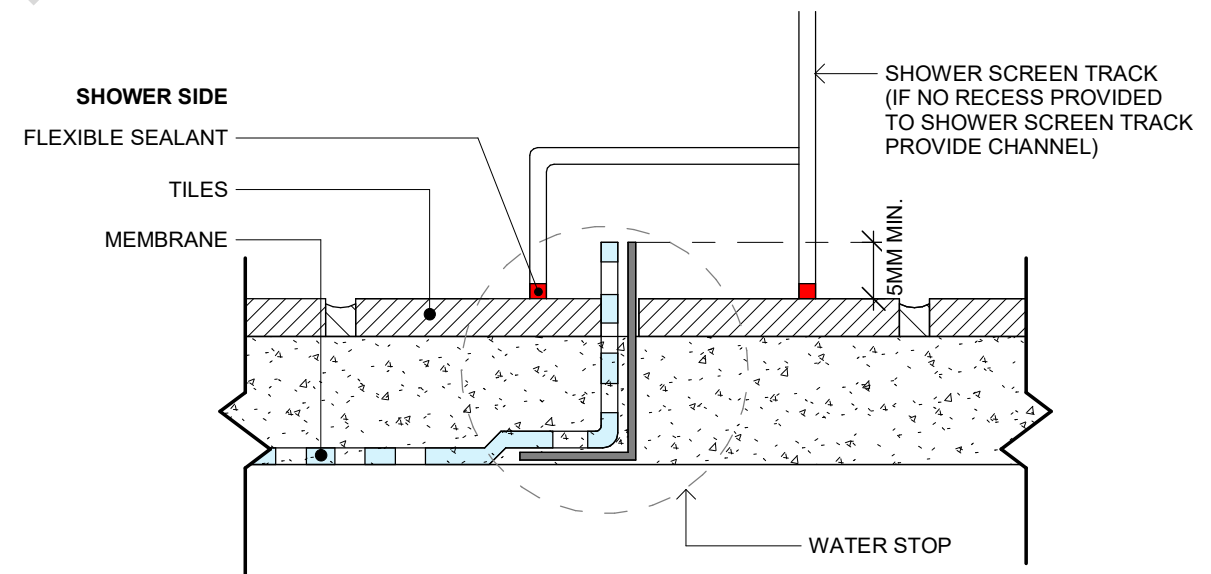


4 | TYPICAL MEMBRANE TERMINATION AT DRAINAGE OUTLET



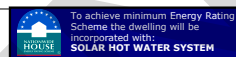
2 | NICHE IN SHOWER WALL

SCALE: NTS



5 | WATER STOP DETAIL FOR ENCLOSED SHOWER WITH NO STEP DOWN

SCALE: NTS



DETAILS, 2 OF 4

SCALE @A3: As indicated

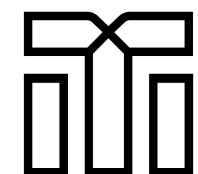
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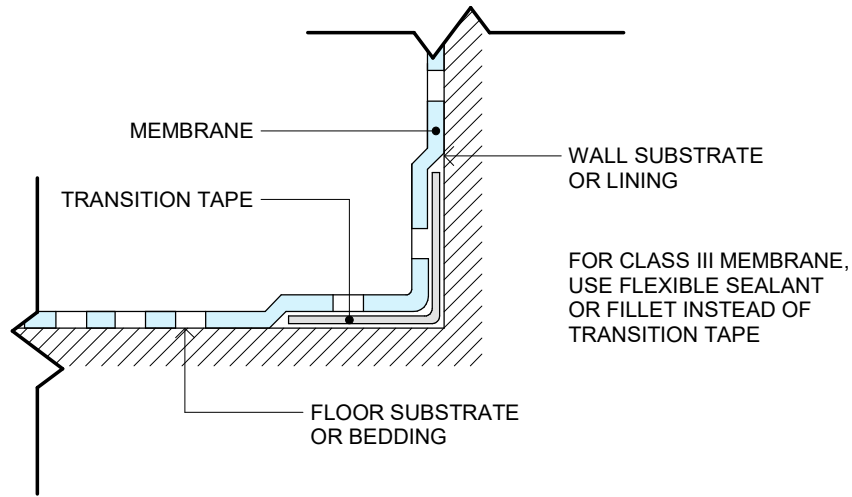
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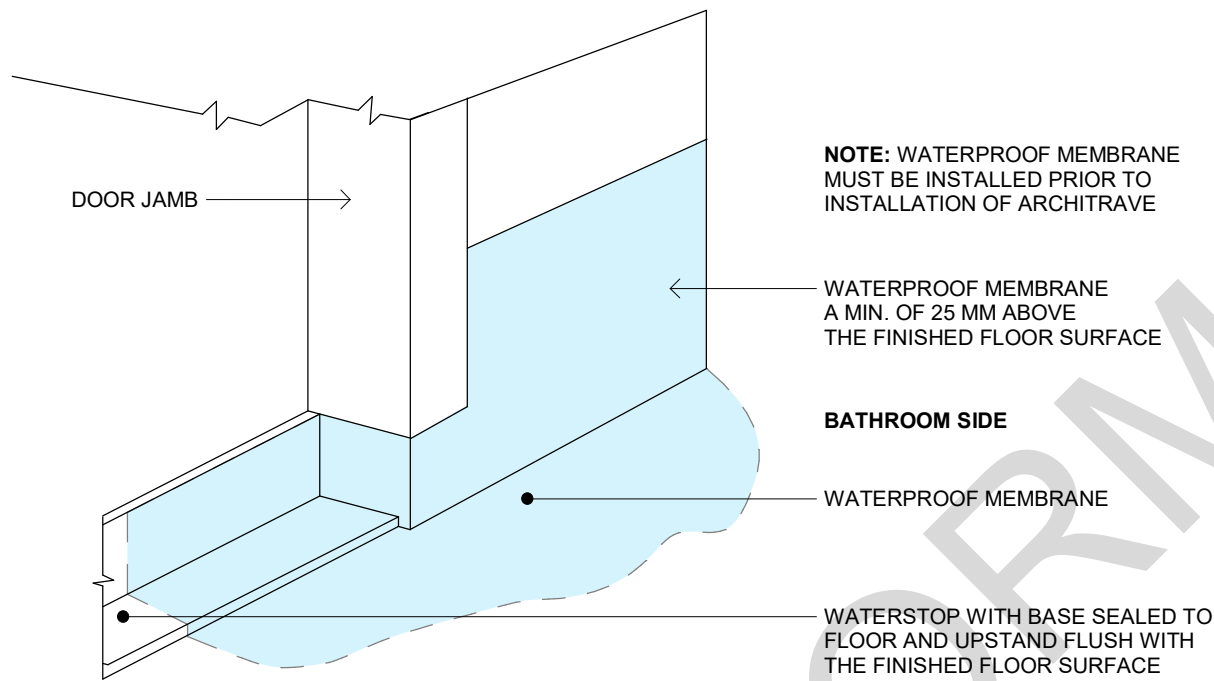
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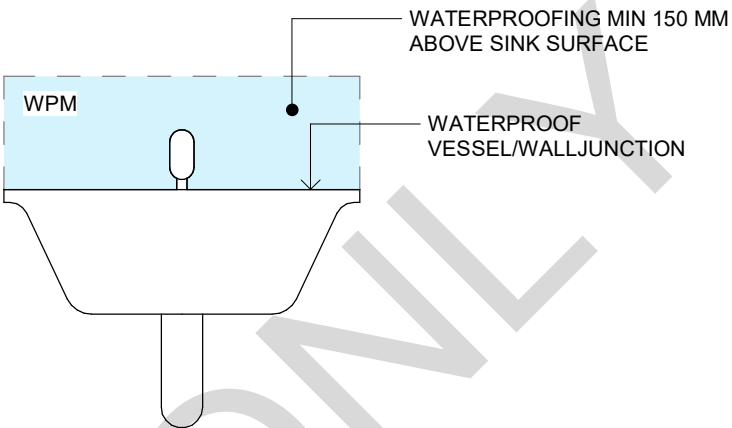
1 | BOND BREAKER DETAIL

SCALE: NTS



2 | TYPICAL BATHROOM DOOR DETAILS FOR WHOLE BATHROOM WATERPROOFING

SCALE: NTS



3 | VESSEL ABUTTING WALL

SCALE: NTS

 This land is located within a Bushfire Prone Zone. **BAL 12.5**

 This land is designated in a termite zone. Termite management system is required in accordance with AS3660.1

 To achieve minimum Energy Rating Scheme the dwelling will be incorporated with SOLAR HOT WATER SYSTEM

DETAILS, 3 OF 4

SCALE @A3: As indicated

12

 **Opes**
BUILDING SOLUTIONS

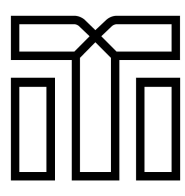
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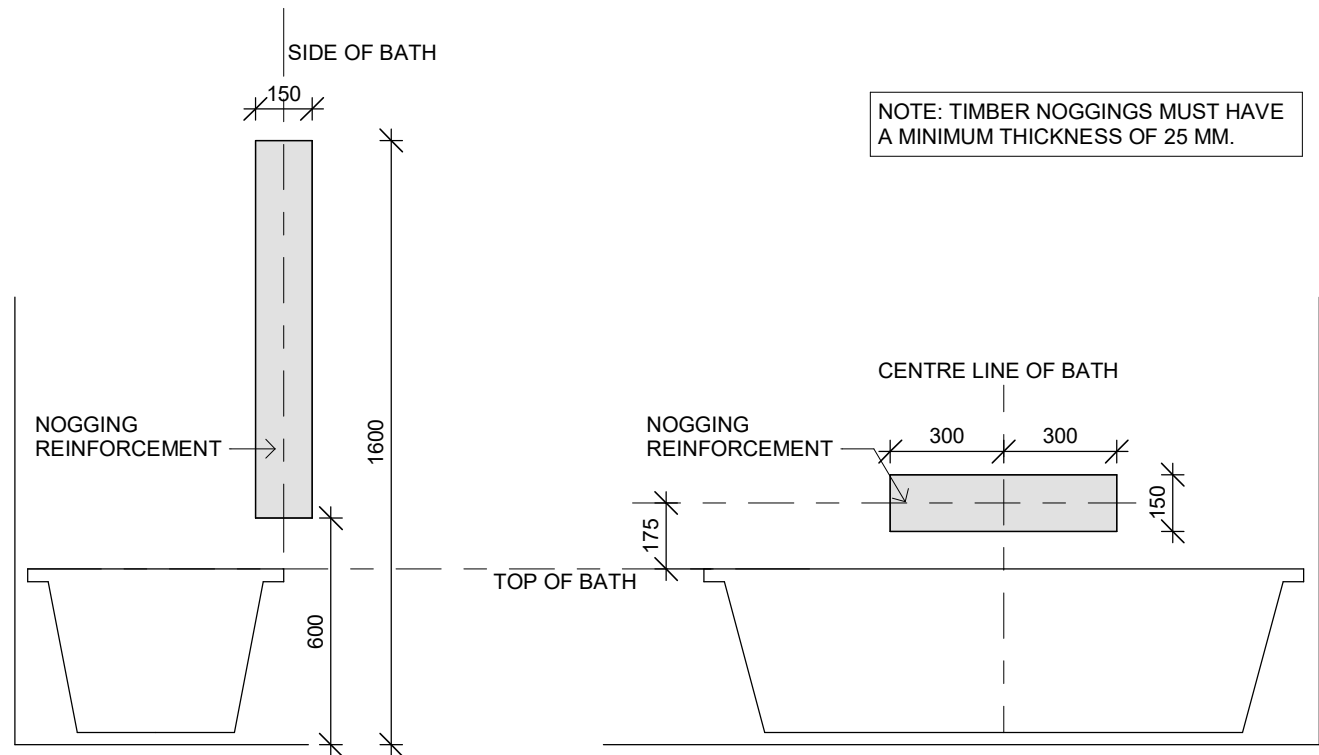
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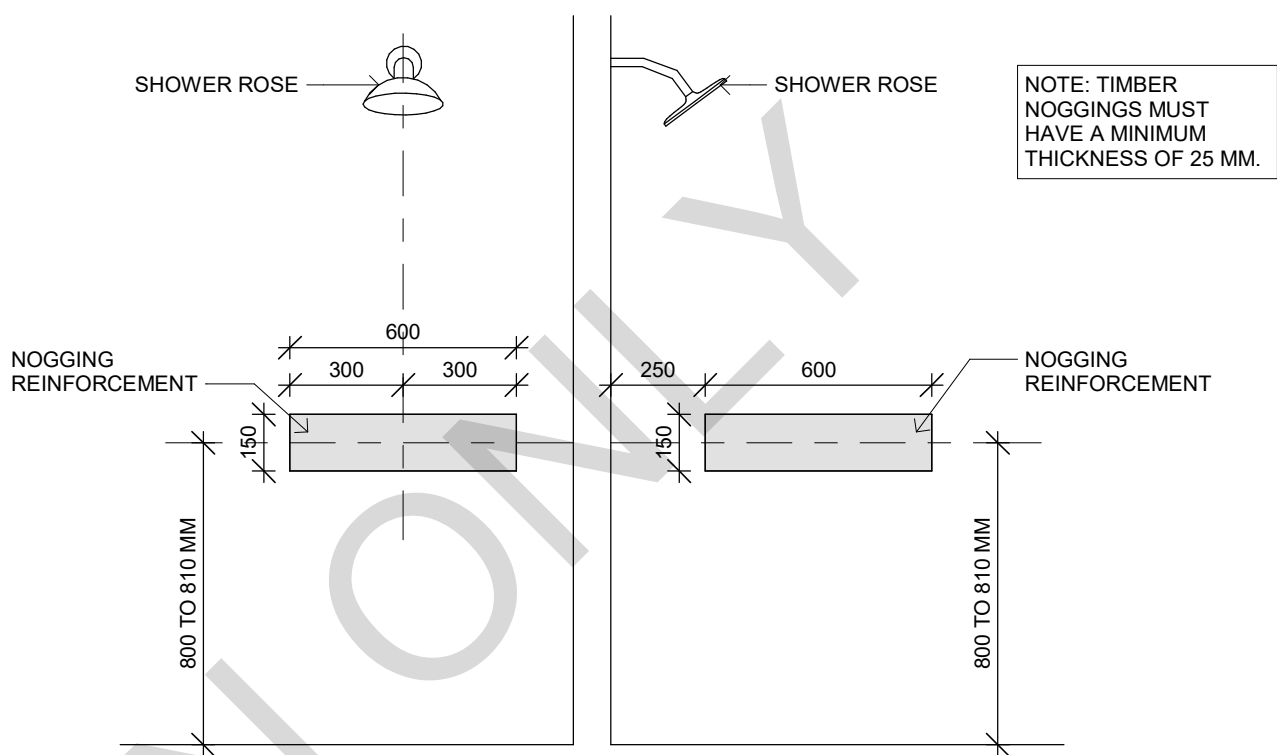
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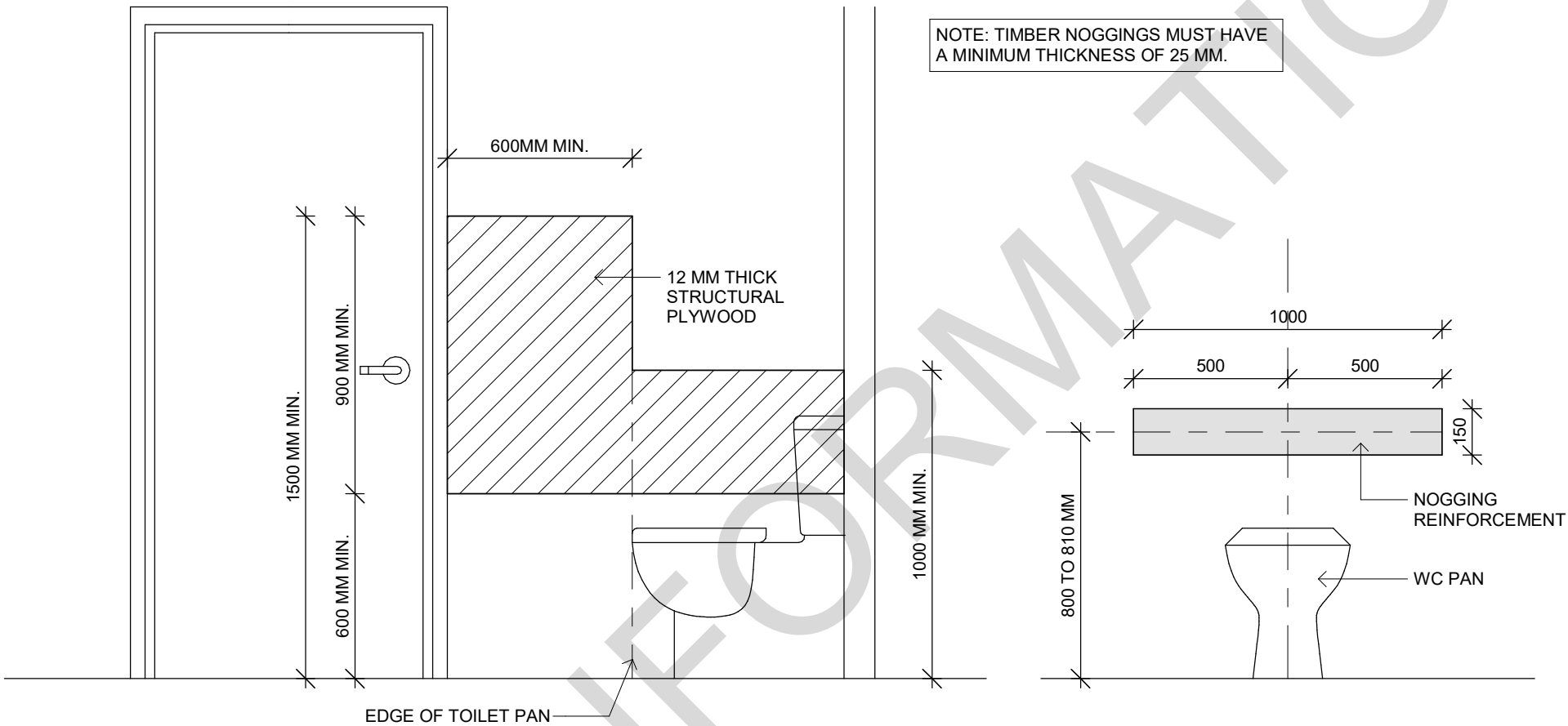
1 | BATH NOGGINGS PLACEMENT DETAILS

SCALE: NTS



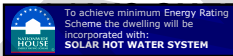
2 | SHOWER WALLS NOGGINGS PLACEMENT DETAILS

SCALE: NTS



3 | TOILET PAN NOGGINGS PLACEMENT DETAILS

SCALE: NTS



DETAILS 4 OF 4

SCALE @A3: 1 : 20

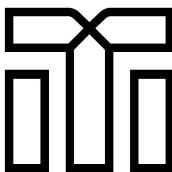
13

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ISSUED DATE: 26/11/2024
FOR INSPECTIONS & ENQUIRIES CALL (03) 9304 4412

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JOB NO: 771	PROJECT: PROPOSED SINGLE STOREY DWELLING
CLIENT: AJAY TUGNAIT	
JOB ADDRESS: LOT 331, 34 SPAFIELD ROAD, BEVERIDGE 3753	
DRAWN: RJ	CHECKED:
VARIATION NO: WD05	DATE: 20/11/2024



Building
DESIGN
info@itibuildingdesign.com.au
18 Synnot St, Werribee VIC 3030
www.itibuildingdesign.com.au

ELECTRICAL LEGEND

- BATTEN LIGHT
- DOWN LIGHT
- PENDANT LIGHT
- FLUORESCENT LIGHT
- WALL MOUNTED LIGHT
- BATHROOM HEAT LAMP
- EXTERNAL FLOOD LIGHT
- EXTERNAL MOVEMENT SENSOR LIGHT
- INTERNAL POWER POINTS (X HOLES)
- WEATHERPROOF POWERPOINTS (X HOLES)
- TV POINTS (X HOLES)
- DATA POINT (X HOLES)
- PHONE POINT (X HOLES)
- DIMMER SWITCH (X SWITCH)
- CEILING FAN AND LIGHT COMBINATION
- CEILING FAN
- SMOKE DETECTOR INTERCONNECTED
- EXHAUST FAN
- MANHOLE
- DUCTED HEATING UNIT
- DUCTED HEATING COOLING UNIT
- HEATING VENT
- COOLING VENT
- HEATING COOLING VENT

ELECTRICAL NOTE:

KITCHEN POWER POINTS:
PROVIDE POWERPOINTS FOR DISHWASHER ,MICROWAVE,
RANGEHOOD AND UNDER BENCH OVEN AS PER INTERNAL
ELEVATION AND MANUFACTURE'S SPECIFICATIONS.

ROOF SPACE POWER POINTS/LIGHT:
DOUBLE POWERPOINTS/ISOLATOR FOR EVAP/DHU/DHCU AND
LIGHT IN ROOF SPACE AS PER MANUFACTURE'S
SPECIFICATIONS.

EXTERNAL POWER POINTS:
PROVIDE POWERPOINTS/ISOLATOR FOR CONDENSER, HWS,
RAIN WATER AS TANK AS PER MANUFACTURE'S
SPECIFICATIONS.

HEAT LAMPS EXEMPT

ARTIFICIAL LIGHTING TO COMPLY WITH ABCB HP CLAUSE
13.7.6. ARTIFICIAL LIGHTING AROUND PERIMETER OF A
BUILDING MUST:

- 1.BE CONTROLLED BY A DAYLIGHT SENSOR; OR
- 2.HAVE AN AVERAGE LIGHT SOURCE EFFICIENCY OF NOT
LESS THAN 40 LUMENS/W

NEW SMOKE DETECTORS SHALL BE INTERCONNECTED;
MAINS-POWERED; AND LOCATED AND INSTALLED PER ABCB
HP CLAUSES 9.5.2 AND 9.5.4.

HEATING AND COOLING

HEATING AND COOLING OUTLET LOCATIONS ARE INDICATIVE
ONLY. ACTUAL HEATING AN COOLING OUTLET LOCATIONS TO
BE DETERMINED BY BUILDER.

VOID FOR HEATING AND COOLING DUCTS TO BE DETERMINED
ON THE SITE.

LOCATION OF ELECTRICAL FITTINGS, MANHOLE, DHU,
EVAPORATIVE COOLER, SOLAR PANEL MIGHT MOVE
DEPENDING UPON THE TRUSS POSITION.

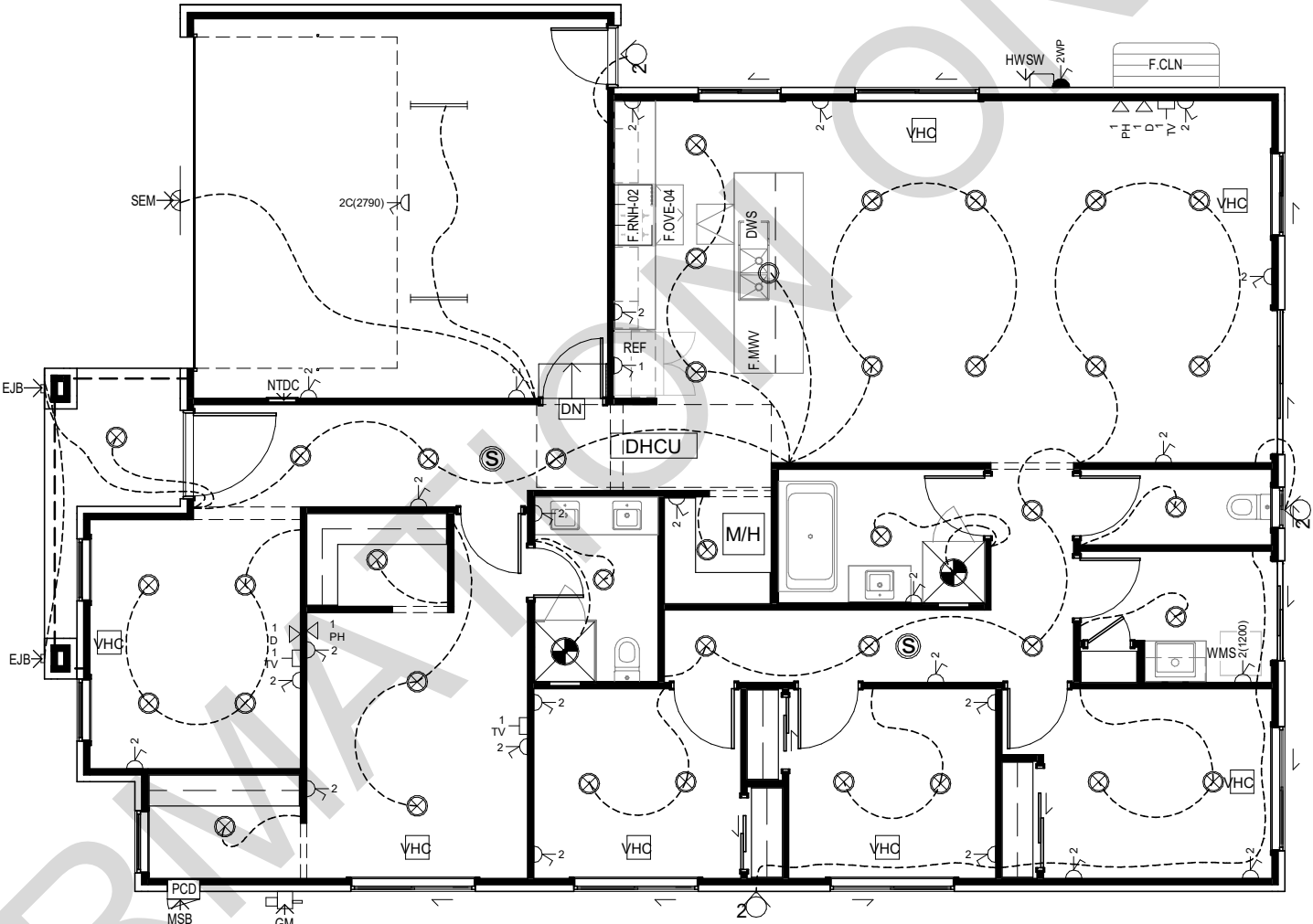
LOCATION OF NBN AND MSB ARE APPROXIMATE ONLY. REFER
TO RELEVANT AUTHORITY FOR CLEARANCES.

MECHANICAL VENTILATION

EXHAUST FROM A KITCHEN, BATHROOM, SANITARY
COMPARTMENT, OR LAUNDRY MUST BE DISCHARGED
DIRECTLY OUTDOORS VIA AN INSULATED SHAFT OR R1
INSULATED DUCTING, NOT INTO THE ROOF SPACE. MINIMUM
FLOW RATES ARE SET AT 40 L/S FOR KITCHEN AND LAUNDRY,
AND 25 L/S FOR BATHROOMS OR SANITARY COMPARTMENTS.

EXHAUST FAN

AN EXHAUST SYSTEM THAT IS NOT RUN CONTINUOUSLY AND
IS SERVING A BATHROOM OR SANITARY COMPARTMENT THAT
IS NOT VENTILATED IN ACCORDANCE WITH ABCB HP CLAUSE
10.6.2(A) SHALL BE INTERLOCKED WITH THE ROOM'S LIGHT
SWITCH; AND INCLUDE A 10 MINUTE RUN-ON TIMER.



CODE	DESCRIPTION
DWS	DW SPACE
EJB	EXTERNAL JUNCTION BOX
F.CLN	CLOTHES LINE
F.MWV	MICROWAVE SPACE
F.OVE-04	OVEN, BUILTIN, WIDE
F.RNH-02	RANGEHOOD, CANOPY, WIDE
GM	GAS METER
HWSW	HOTWATER SYSTEM WALL HUNG
MSB	MAIN SWITCH BOARD
NTDC	NETWORK TERMINATION DEVICE CABINET
PCD	PREMISES CONNECTION DEVICE
REF	REF SPACE
SEM	EXTERNAL MOVEMENT SENSOR LIGHT
WMS	WASHING MACHINE SPACE



GROUND FLOOR ELECTRICAL PLAN

SCALE @A3: 1 : 100

14

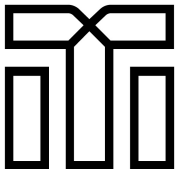
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LIGHT TYPE

BATTEN LIGHT	11 W
DOWNLIGHT	11 W
FLUORESCENT LIGHT	35 W

LIGHTING CALCULATIONS

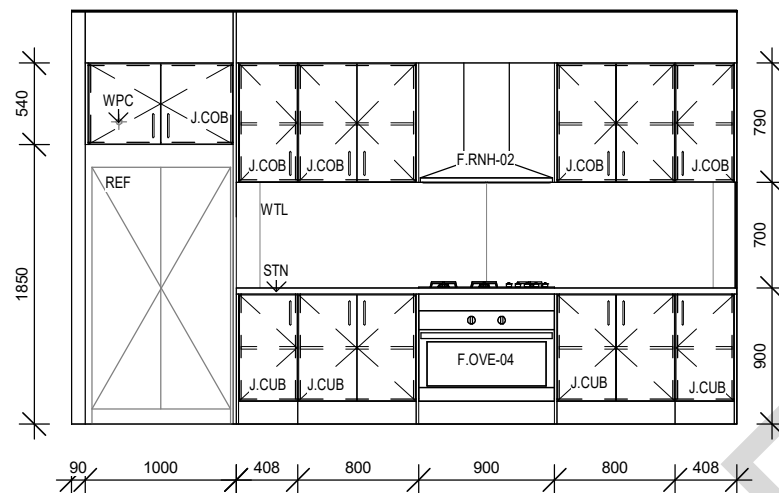
LOCATION	AREA (M2)	QTY.	TOTAL WATTS PROVIDED (WATTS)	MAX. WATTS PERMITTED (WATTS)
GARAGE	36.05	2	70 W	108.15
LIVING	165.15	38	418 W	825.75
PORCH	4.58	1	11 W	18.32

1 | KITCHEN

SCALE: 1 : 50

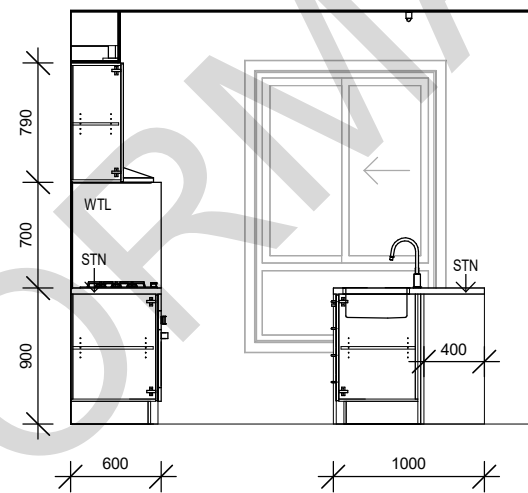
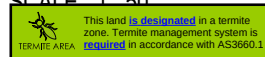


CODE	DESCRIPTION
DWS	DW SPACE
F.MWV	MICROWAVE SPACE
F.OVE-04	OVEN, BUILTIN, WIDE
F.RNH-02	RANGEHOOD, CANOPY, WIDE
J.CDR	JOINERY DRAWERS
J.COB	JOINERY OVERBENCH
J.CUB	JOINERY UNDERBENCH
J.CUM	JOINERY MICROWAVE SPACE WITH DRAWER
REF	REF SPACE
STN	SELECTED STONE FINISH
WPC	WATER POINT, COLD
WTL	SELECTED WALL TILES



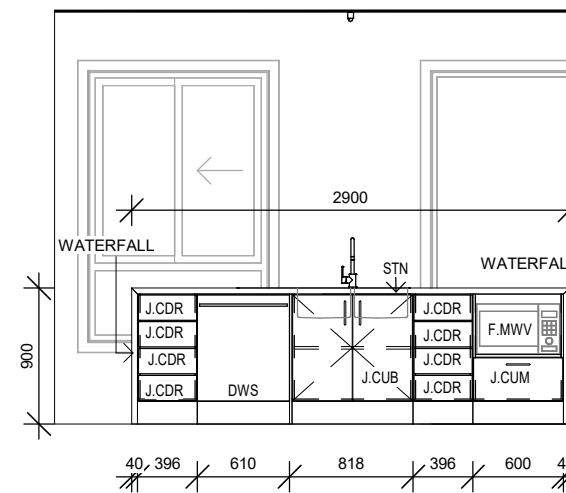
A | ELEVATION

SCALE: 1 - 50



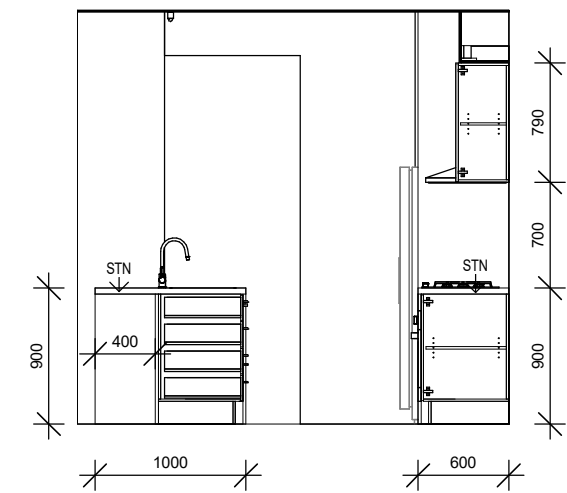
B | ELEVATION

SCALE: 1 : 50



C | ELEVATION

SCALE: 1 : 50



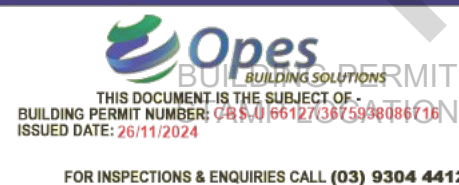
D | ELEVATION

SCALE: 1 : 50

ROOM LAYOUTS, 1 OF 5

SCALE @A3: 1 : 50

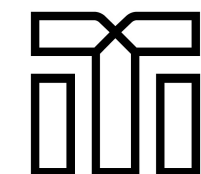
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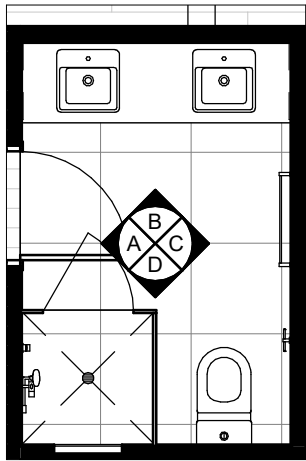
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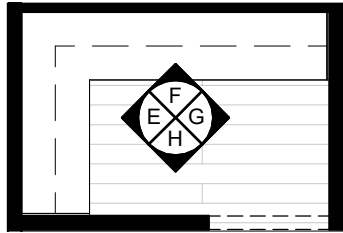
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1 | ENS

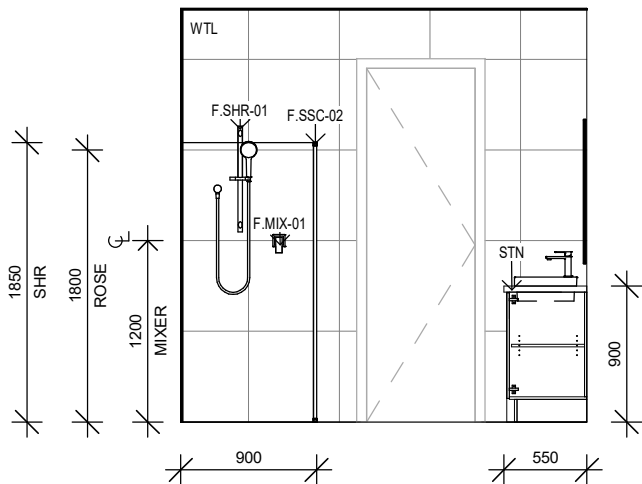
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2 | HER WIR

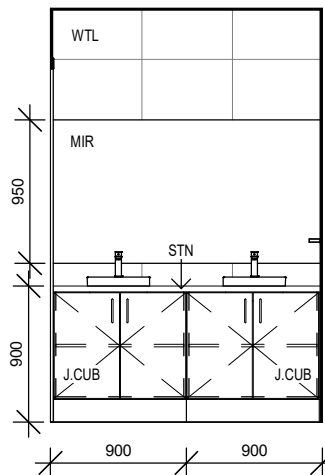
SCALE: 1 : 50

CODE	DESCRIPTION
F.MIX-01	WALL MIXER
F.SHR-01	RAIL SHOWER
F.SSC-02	SHOWER SCREEN, 900 x 900
F.TAC-01	TOWEL RAIL
F.TAC-02	TOILET PAPER HOLDER
F.TOI	TOILET
J.CUB	JOINERY UNDERBENCH
J.SHE1	JOINERY SHELING - 1 X 450D
MIR	MIRROR
NICHE	WALL NICHE
STN	SELECTED STONE FINISH
WTL	SELECTED WALL TILES



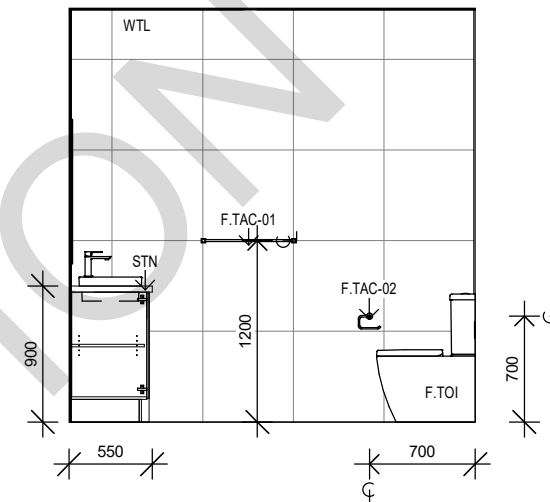
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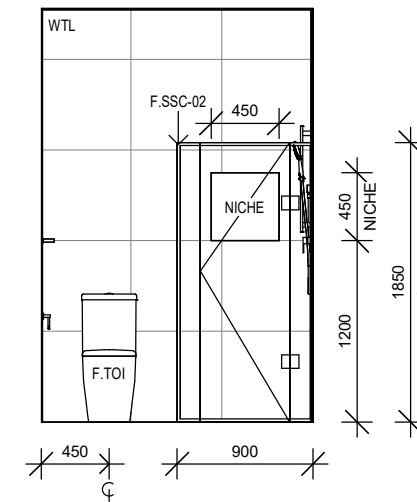
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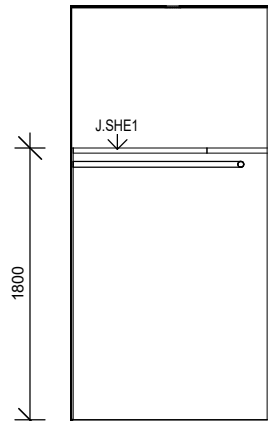
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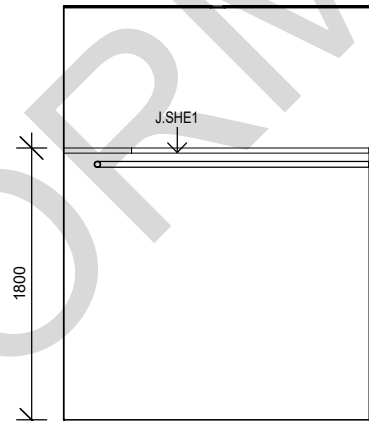
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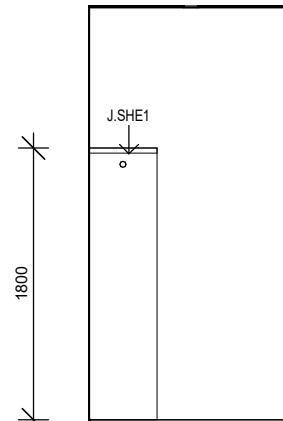
E | ELEVATION

SCALE: 1 : 50



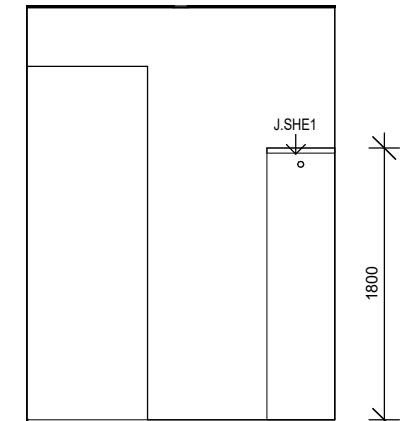
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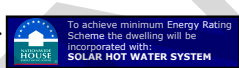
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SCALE: 1 : 50



H | ELEVATION

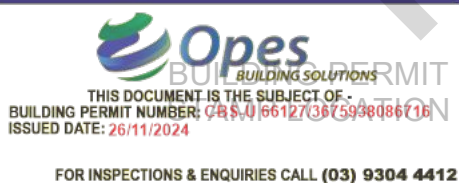
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ROOM LAYOUTS, 2 OF 5

SCALE @A3: 1 : 50

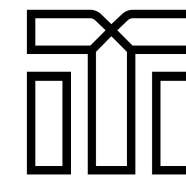
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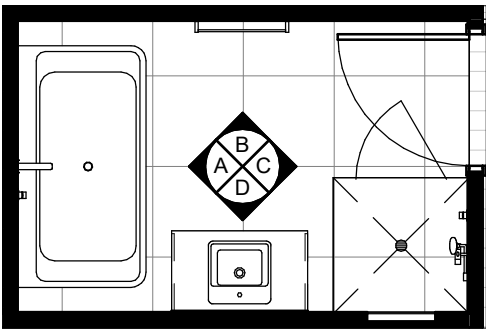
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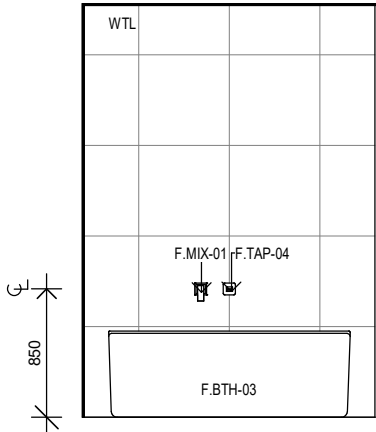


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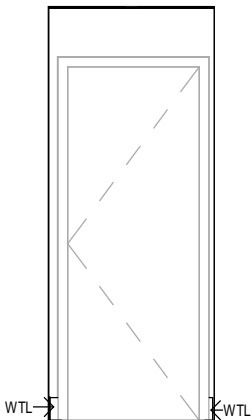
1 | BATH

SCALE: 1 : 50



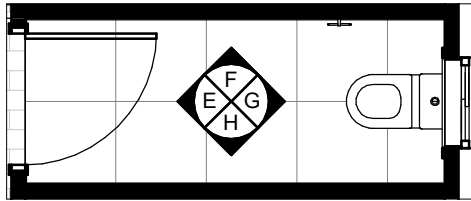
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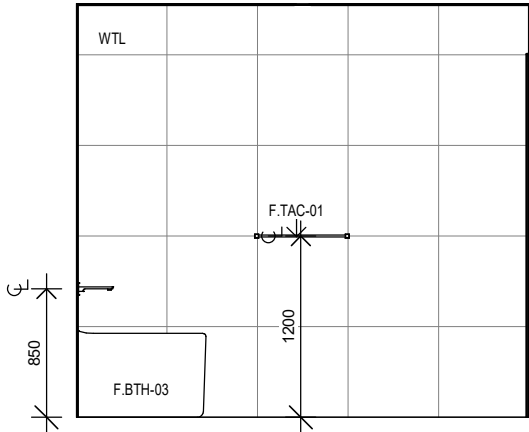
E | ELEVATION

SCALE: 1 : 50



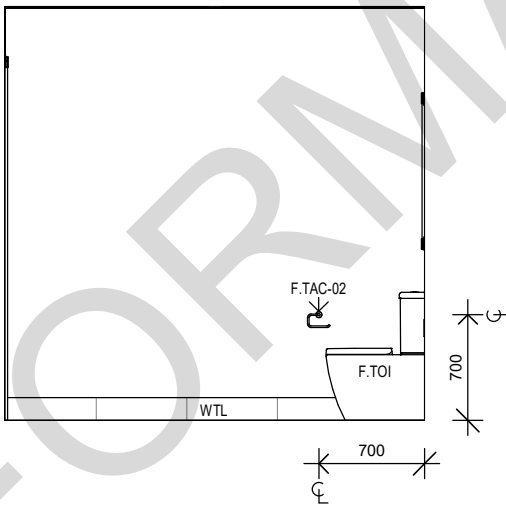
2 | WC

SCALE: 1 : 50



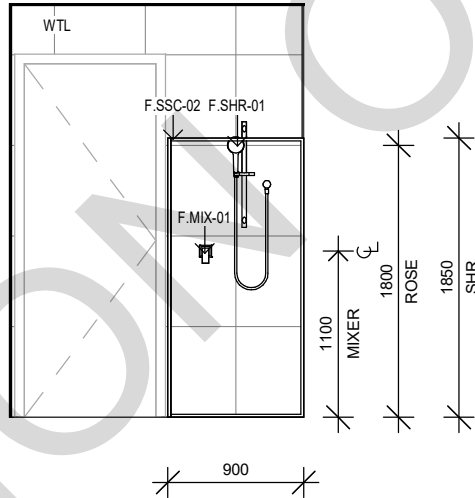
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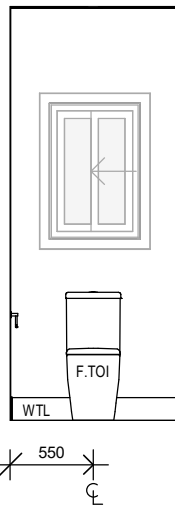
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C | ELEVATION

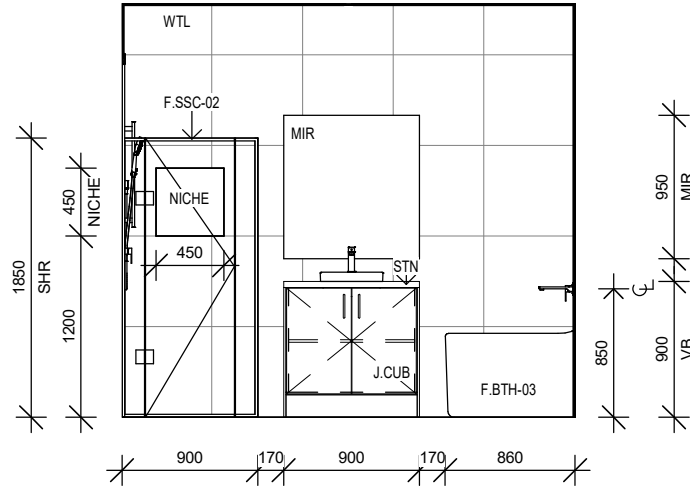
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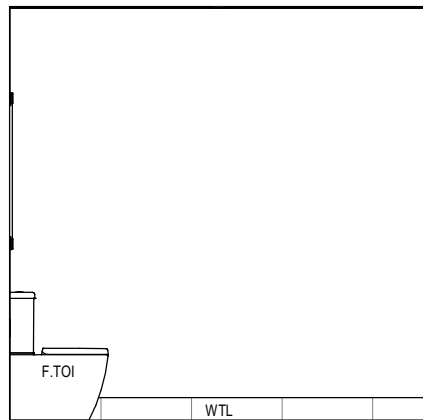
SCALE: 1 : 50

CODE	DESCRIPTION
F.BTH-03	BATH, WALL MOUNTED
F.MIX-01	WALL MIXER
F.SHR-01	RAIL SHOWER
F.SSC-02	SHOWER SCREEN, 900 x 900
F.TAC-01	TOWEL RAIL
F.TAC-02	TOILET PAPER HOLDER
F.TAP-04	BATH TAP
F.TOI	TOILET
J.CUB	JOINERY UNDERBENCH
MIR	MIRROR
NICHE	WALL NICHE
STN	SELECTED STONE FINISH
WTL	SELECTED WALL TILES



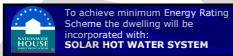
D | ELEVATION

SCALE: 1 : 50



H | ELEVATION

SCALE: 1 : 50



ROOM LAYOUTS, 3 OF 5

SCALE @A3: 1 : 50

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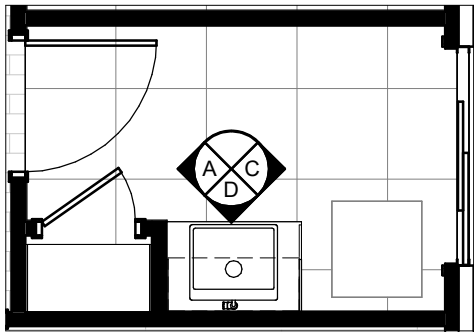
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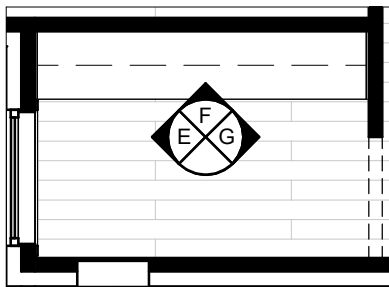
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CODE	DESCRIPTION
J.COB	JOINERY OVERBENCH
J.CUB	JOINERY UNDERBENCH
J.SHE1	JOINERY SHELVEING - 1 X 450D
STN	SELECTED STONE FINISH
WMS	WASHING MACHINE SPACE
WPHC	WATER POINT, HOT/COLD
WTL	SELECTED WALL TILES



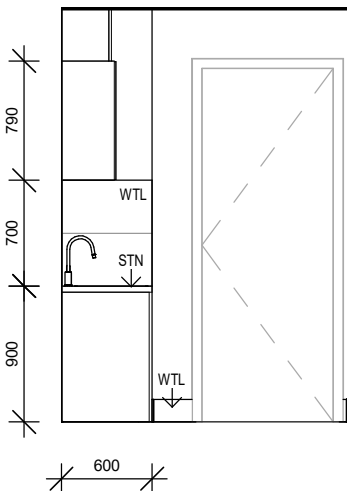
1 | L'DRY

SCALE: 1 : 50



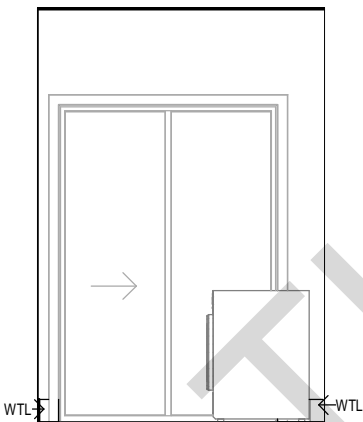
2 | HIS WIR

SCALE: 1 : 50



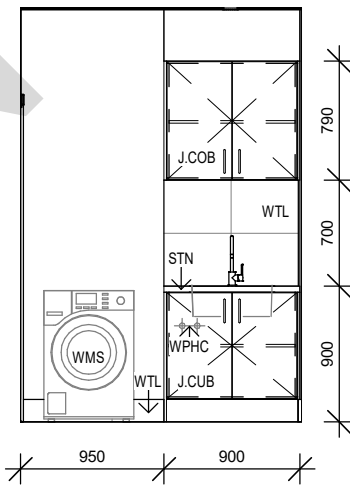
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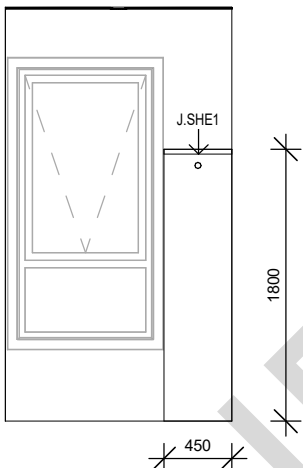
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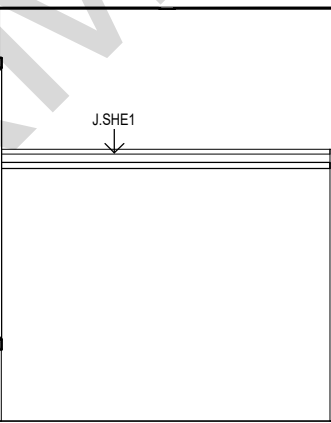
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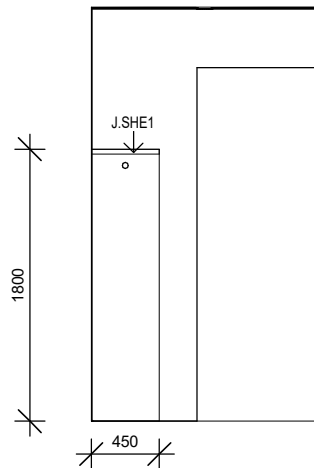
E | ELEVATION

SCALE: 1 : 50



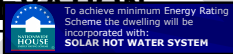
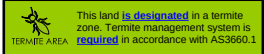
F | ELEVATION

SCALE: 1 : 50



G | ELEVATION

SCALE: 1 : 50



ROOM LAYOUTS, 4 OF 5

SCALE @A3: 1 : 50

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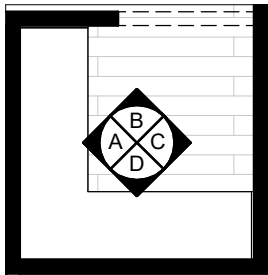
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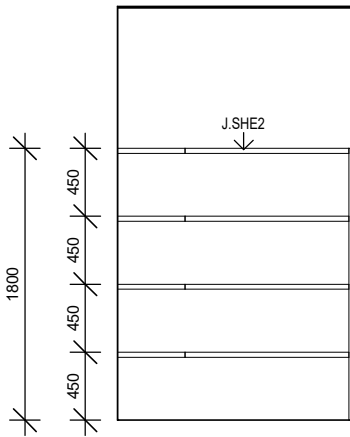
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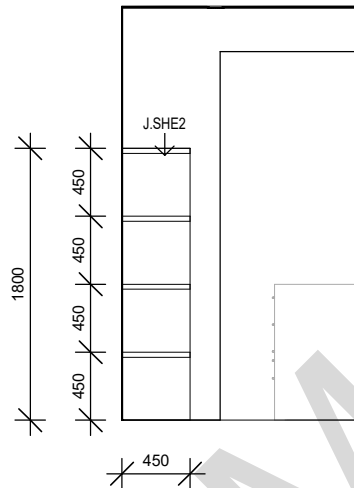
CODE	DESCRIPTION
J.SHE2	JOINERY SHELVING - 4 X 450D



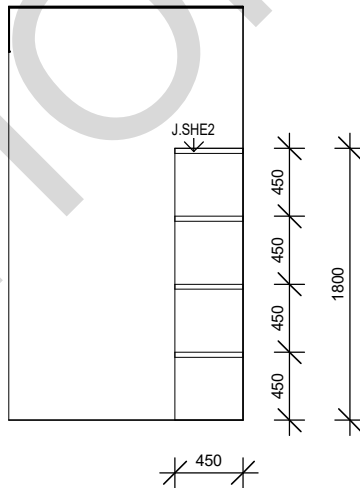
1 | WIP
SCALE: 1 : 50



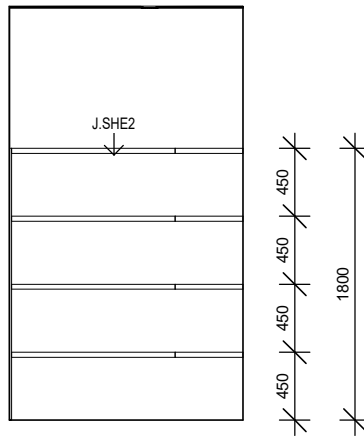
A | ELEVATION
SCALE: 1 : 50



B | ELEVATION
SCALE: 1 : 50



C | ELEVATION
SCALE: 1 : 50



D | ELEVATION
SCALE: 1 : 50





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CLIENT: AJAY TUGNAIT	
JOB ADDRESS: LOT 331, 34 SPAFIELD ROAD, BEVERIDGE 3753	
DRAWN: RJ	CHECKED:
VARIATION NO: WD05	DATE: 20/11/2024

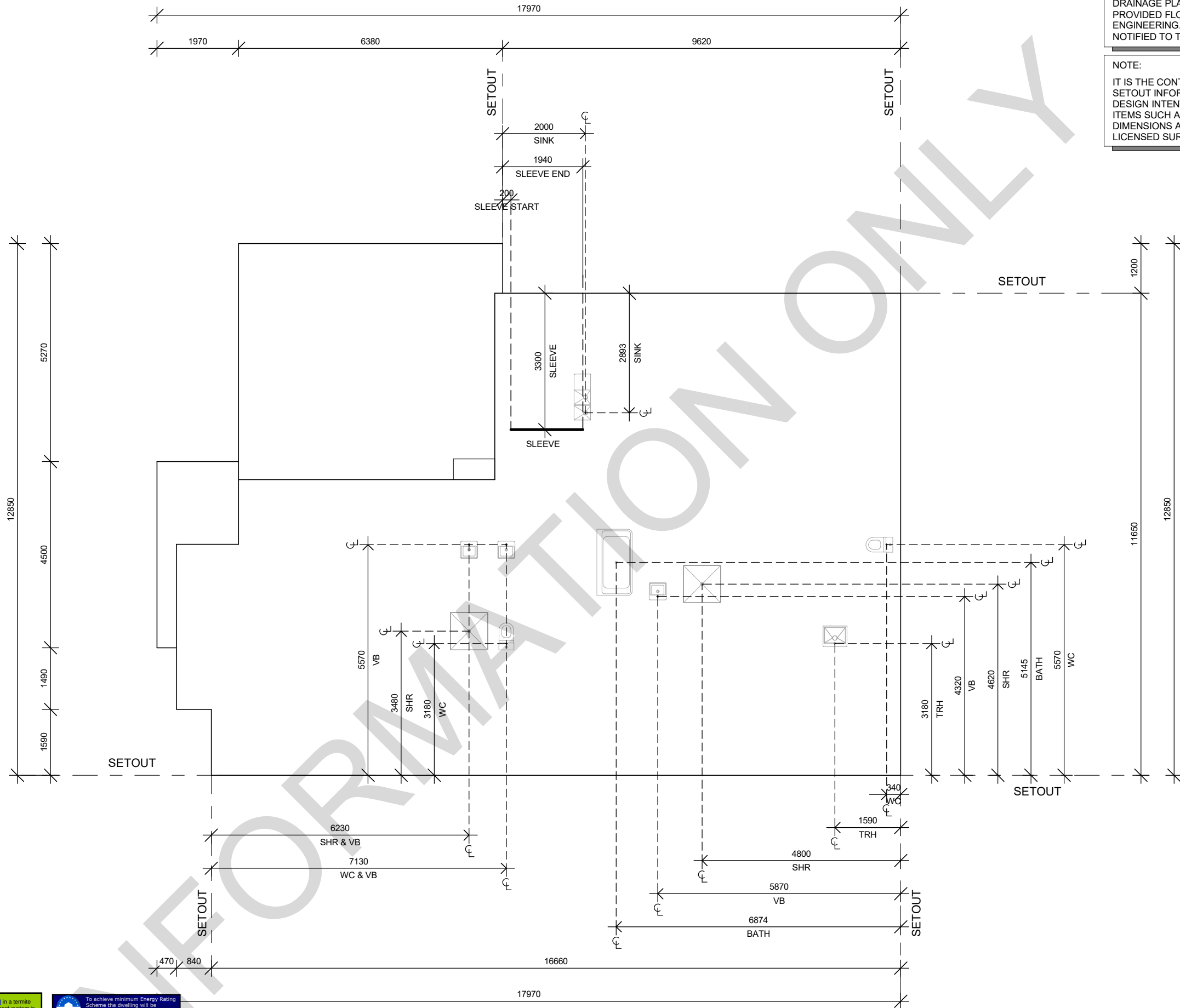


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NOTE:
DRAINAGE PLAN TO BE READ IN CONJUNCTION WITH PROVIDED FLOOR PLAN, SLAB PLAN AND STRUCTURAL ENGINEERING. ANY DISCREPANCIES FOUND MUST BE NOTIFIED TO THE BUILDER IMMEDIATELY.

NOTE:
IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE SETOUT INFORMATION PROVIDED ON THIS PLAN WITH THE DESIGN INTENT, WHICH INCLUDES, BUT IS NOT LIMITED TO, ITEMS SUCH AS LENGTHS, COORDINATES, SETOUT DIMENSIONS AND PEGGED TITLES BY THE PRINCIPAL'S LICENSED SURVEYOR.



DRAINAGE PLAN

SCALE @A3: 1 : 100

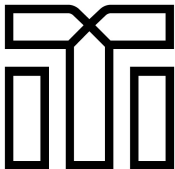
20

Opes
BUILDING SOLUTIONS
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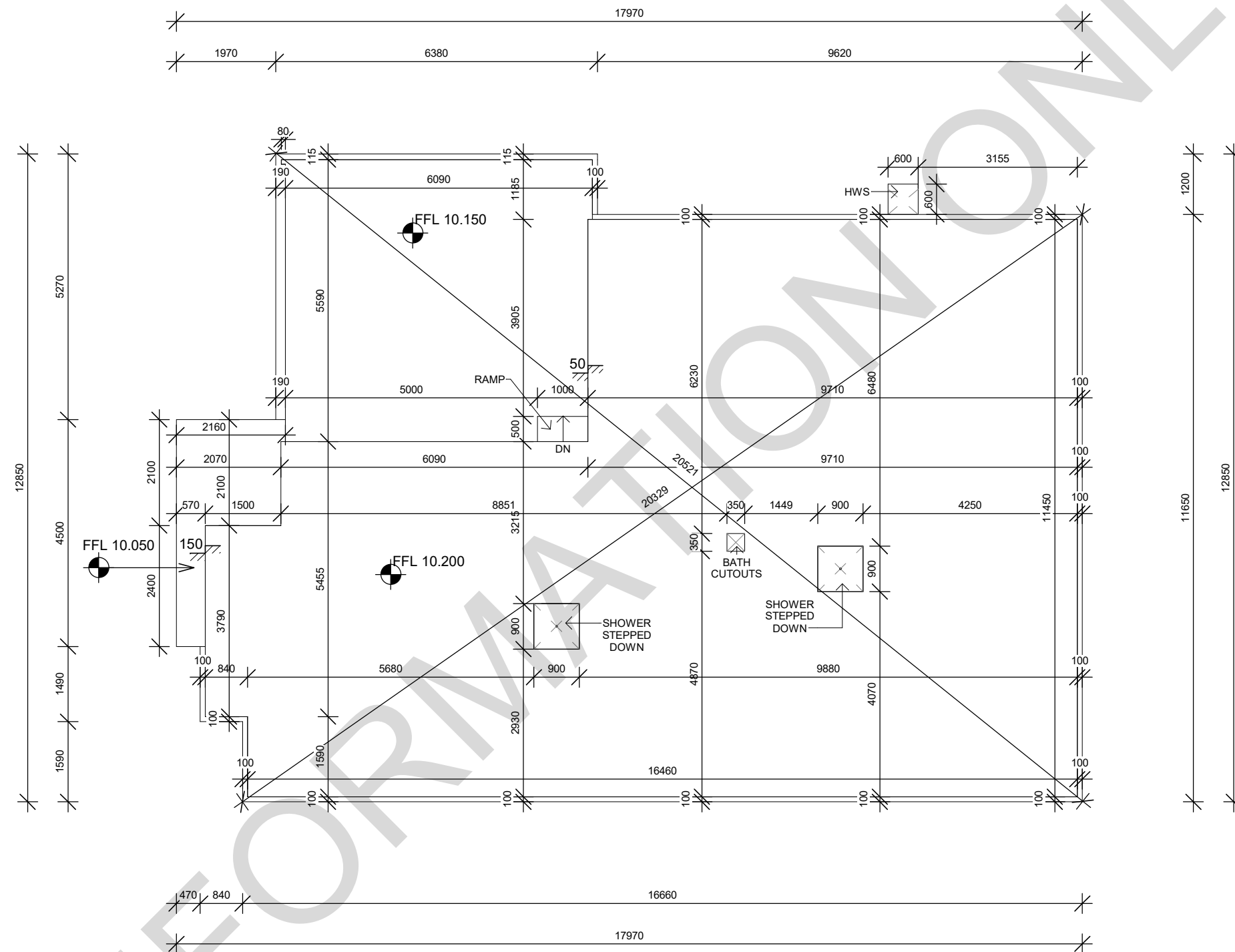
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NOTE:
REFER TO DRAINAGE PLAN FOR SLAB PENETRATIONS.

CONCRETERS ARE TO READ THIS DRAWING IN CONJUNCTION WITH THE WORKING DRAWING SET PROVIDED. IF THERE IS ANY DISCREPANCY IN THE SITE TO THE WORKING DRAWINGS, THEY ARE TO CALL THE OFFICE FOR CLARIFICATION/SOLUTION.



LEVEL SCHEDULE (WAFFLE SLAB ONLY)			
	FLOOR LEVEL	SLAB HEIGHT	CUT LEVEL
GROUND FLOOR	10.200	0.400	9.800
GARAGE	10.150	0.400	9.750
PORCH/ALFRESCO	10.050	0.400	9.650

 **Opes**
BUILDING SOLUTIONS

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The logo for IT Building Design is located in the bottom right corner. It features a large, stylized 'IT' monogram on the left. To the right of the monogram, the word 'Building' is written in a large, bold, sans-serif font, with 'DESIGN' in a smaller, all-caps, sans-serif font below it. A horizontal line separates the company name from the contact information. The contact information is listed below the line: an email icon followed by 'info@itbuildingdesign.com.au', a location pin icon followed by '18 Synnot St, Werribee VIC 3030', and another email icon followed by 'www.itbuildingdesign.com.au'.

DOOR SCHEDULE										
MARK	Type	DIMENSIONS			SUB-TYPE	DESCRIPTION	GLAZING	LEAF TYPE	FRAME MATERIAL	COMMENTS
		HEIGHT	WIDTH	LEAFS						
GROUND FLOOR										
ED01	Entry - 2340H x 1200W	2340	1200			ENTRY DOOR, SINGLE SWING	TBC	TBC	TIMBER	
ED02	2340H x 4800W	2340	4800			PANEL LIFT DOOR	-	-	-	
ED03	Back - 2340H x 820W	2340	820			BACK DOOR, SINGLE SWING	-	SOLID	TIMBER	
ED04	2340H x 2100W	2340	2100	2	XO	EXTERNAL SLIDING, 2 PANELS	CLEAR	-	ALUMINIUM	
ED05	2100H x 1450W	2100	1450	2	XO	EXTERNAL SLIDING, 2 PANELS	CLEAR	-	ALUMINIUM	

WINDOW SCHEDULE								
MARK	DIMENSIONS			DESCRIPTION	Level	FRAME MATERIAL	GLAZING	COMMENTS
	H	W	HEAD					

GROUND FLOOR								
EW01	1800	900	2340	AWNING	GROUND FLOOR	ALUMINIUM	CLEAR	
EW02	1800	900	2340	AWNING	GROUND FLOOR	ALUMINIUM	CLEAR	
EW03	1800	900	2340	AWNING	GROUND FLOOR	ALUMINIUM	CLEAR	
EW04	1800	1200	2340	SLIDING	GROUND FLOOR	ALUMINIUM	CLEAR	
EW05	1800	1800	2340	SLIDING	GROUND FLOOR	ALUMINIUM	CLEAR	
EW06	1800	1200	2340	SLIDING	GROUND FLOOR	ALUMINIUM	CLEAR	
EW07	900	600	2100	SLIDING	GROUND FLOOR	ALUMINIUM	OBSCURED	
EW08	1200	1800	2100	SLIDING	GROUND FLOOR	ALUMINIUM	CLEAR	
EW09	1200	1800	2100	SLIDING	GROUND FLOOR	ALUMINIUM	CLEAR	
EW10	1200	1800	2100	SLIDING	GROUND FLOOR	ALUMINIUM	CLEAR	
EW11	1200	1800	2100	SLIDING	GROUND FLOOR	ALUMINIUM	CLEAR	

OPENINGS SCHEDULE			
MARK	DIMS		COMMENTS
	W1	H	
OP01	1550	2440	
OP02	800	2340	
OP03	800	2340	
OP04	1245	2440	
OP05	900	2440	
OP06	1200	2440	



SCHEDULES

SCALE @A3: NTS

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BAL 12.5 NOTES

GENERAL

- CONSTRUCTION OF BUILDING MUST BE IN ACCORDANCE WITH AS 3959.
- ALL EXTERNAL GAPS GREATER THAN 3MM TO BE SEALED.
- ALL ABOVE-GROUND, EXPOSED GAS/WATER SUPPLY PIPES SHALL BE METAL.

FLOORS

- CONCRETE SLAB ON GROUND.

EXTERNAL WALLS

- ALL EXTERNAL WALLS TO BE OF NON-COMBUSTIBLE MATERIALS.
- FIBRE-CEMENT SHEET USED EXTERNALLY MUST BE A MINIMUM OF 6 MM IN THICKNESS.
- VENTS AND WEEP HOLES IN EXTERNAL WALLS SHALL BE SCREENED WITH ALUMINIUM MESH WITH A 2 MM APERTURE.

EXTERNAL WINDOWS

- ALL WINDOW FRAMES TO BE ALUMINIUM OR BUSHFIRE-RESISTING TIMBER.
- FLYSCREENS TO ALL OPENABLE WINDOWS SHALL BE ALUMINIUM-FRAMED WITH ALUMINIUM MESH WITH A 2 MM APERTURE.
- ALL WINDOWS LESS THAN 400 MM FROM THE GROUND OR LESS THAN 400 MM ABOVE DECK OR ROOF SHALL BE GRADE A SAFETY GLASS, A MINIMUM OF 4 MM IN THICKNESS.

EXTERNAL DOORS

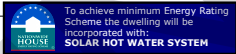
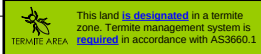
- ALL EXTERNAL DOOR FRAMES MUST BE MADE OF BUSHFIRE-RESISTING TIMBER OR METAL.
- ALL EXTERNAL TIMBER DOOR PANEL TO BE 35 MM THICK, NON-COMBUSTIBLE SOLID CORE.
- GLAZING TO ALL EXTERNAL DOORS SHALL BE GRADE A SAFETY GLASS, A MINIMUM OF 4 MM IN THICKNESS.
- ALL EXTERNAL SWING DOORS MUST BE INSTALLED WITH WEATHER STRIPS OR DRAUGHT SEALS.
- ALL PANEL LIFT OR ROLLER DOORS MUST BE FITTED WITH SUITABLE WEATHER STRIPS OR BRUSHES TO ENSURE NO GAPS GREATER THAN 2 MM.

ROOFING

- TILED ROOF SHALL BE FULLY SARKED WITH AN ANTI-PONDING BOARD TO THE PERIMETER.
- SHEET ROOF SHALL BE FULLY SARKED OR HAVE ANY GAPS SEALED AT THE FASCIA OR WALL LINE, HIPS, AND RIDGES BY ALUMINIUM MESH WITH A 2 MM APERTURE.
- ALL ROOF VENTILATION OPENINGS SHALL BE FITTED WITH EMBER GUARDS MADE OF ALUMINIUM MESH WITH A 2 MM APERTURE.
- EVAPORATIVE COOLING UNITS SHALL BE FITTED WITH NON-COMBUSTIBLE BUTTERFLY CLOSERS AS CLOSE AS PRACTICABLE TO THE ROOF LEVEL OR ALUMINIUM MESH WITH A 2 MM APERTURE.
- WHIRLYBIRDS INSTALLED TO THE ROOF SPACE MUST BE BAL COMPLIANT.
- ALL ROOF LIGHTS AND SKYLIGHTS SHALL BE GRADE A SAFETY GLASS THAT CONFORMS WITH AS 1288.
- ALL ROOF PENETRATIONS, INCLUDING ROOF LIGHTS, ROOF VENTILATORS, ROOF-MOUNTED EVAPORATIVE COOLING UNITS, AERIALS, VENT PIPES, OR THE LIKE, SHALL BE SEALED WITH NON-COMBUSTIBLE MATERIALS.

EAVES

- EAVES VENTILATION OPENINGS SHALL BE FITTED WITH EMBER GUARDS MADE OF ALUMINIUM MESH WITH A 2 MM APERTURE.



BAL 12.5

SCALE @A3: 1 : 100

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SITE PROTECTION DURING THE CONSTRUCTION PERIOD
■ PROTECTIVE OUTRIGGERS, FENCES, AWNINGS, HOARDING, BARRICADES AND THE LIKE SHALL BE INSTALLED WHERE NECESSARY TO GUARD AGAINST DANGER TO LIFE OR PROPERTY OR WHEN REQUIRED BY THE RELEVANT BUILDING SURVEYOR AND/OR COUNCIL.

■ WHERE REQUIRED BY COUNCIL, THE BUILDER SHALL CONSTRUCT A TEMPORARY CROSSING PLACED OVER THE FOOTPATH.

■ ALL PRACTICABLE MEASURES SHALL BE IMPLEMENTED TO MINIMISE WASTE TO LANDFILL. THE BUILDER MAY USE A CONSTRUCTION WASTE RECOVERY SERVICE, OR SORT AND TRANSPORT RECYCLABLE MATERIALS TO THE APPROPRIATE REGISTERED RECYCLER. MATERIALS SHALL NOT BE BURNED ON SITE.

■ A SITE MANAGEMENT PLAN SHALL BE IMPLEMENTED FROM THE COMMENCEMENT OF WORKS, TO CONTROL SEDIMENT RUN-OFF IN ACCORDANCE WITH [INSERT RELEVANT STATE/COUNCIL GUIDELINES OR REGULATION]. SILT FENCES SHALL BE PROVIDED TO THE LOW SIDE OF THE ALLOTMENT AND AROUND ALL SOIL STOCKPILES AND STORM WATER INLET PITS/SUMPS AND 'SILT STOP' FILTER BAGS OR EQUIVALENT SHALL BE PLACED OVER ALL STORM WATER ENTRY PITS. EROSION CONTROL FABRIC SHALL BE PLACED OVER GARDEN BEDS TO PREVENT SURFACE EROSION.

■ DUST-CREATING MATERIAL SHALL BE KEPT SPRAYED WITH WATER SO AS TO PREVENT ANY NUISANCE FROM DUST.

■ WASTE MATERIALS SHALL NOT BE PLACED IN ANY STREET, ROAD OR RIGHT OF WAY.

■ EARTHWORKS (UNRETAINED) SHALL NOT EXCEED 2M.

■ CUT AND FILL BATTERS SHALL COMPLY WITH ABCB HP TABLE 3.2.1.

PROTECTION OF THE BUILDING FABRIC

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

■ WINDOWS, DOORS AND SERVICE PENETRATIONS SHALL BE FLASHED ALL AROUND.

■ ALL PLIABLE MEMBRANES MUST COMPLY WITH AS4200.1 AND BE INSTALLED IN ACCORDANCE WITH AS4200.2, AS PER ABCB HP CLAUSE 10.8.1. ALL PLIABLE MEMBRANES ARE REQUIRED TO BE VAPOUR PERMEABLE.

■ GUTTERS AND DRAINAGE SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH AS3500.3.

■ ANTI-PONDING DEVICES/BOARDS SHALL BE INSTALLED ACCORDING TO ABCB HP CLAUSE 7.3.5.

■ DAMPCOURSES WITH WEEPHOLES AND CAVITY FLASHINGS SHALL BE INSTALLED IN ACCORDANCE WITH AS4773.2.

■ SURFACES AROUND THE PERIMETER OF A RESIDENTIAL SLAB SHALL FALL AWAY FROM THAT SLAB BY NOT LESS THAN 50MM OVER THE FIRST 1M. WHERE NOT STIPULATED IN THE GEOTECHNICAL REPORT, FREEBOARD SHALL BE NOT LESS THAN 50MM FROM AN IMPERMEABLE SURFACE OR 150MM FROM A PERMEABLE SURFACE.

■ SUBFLOOR VENTS SHALL BE LOCATED >600MM FROM CORNERS AND BE INSTALLED BELOW BEARERS. SUCH VENTS SHALL PROVIDE A RATE PER 1000MM RUN OF EXTERNAL OR INTERNAL CROSS WALLS OF:

- 7,500MM² CLEAR VENTILATION WHERE PARTICLE BOARD FLOORING IS USED; OR
- 6,000MM² FOR OTHER SUBFLOOR TYPES.

■ WHERE A BUILDING OTHER THAN DETACHED CLASS 10 IS LOCATED IN A TERMITE-PRONE AREA] THE BUILDING SHALL BE PROVIDED WITH A TERMITE MANAGEMENT SYSTEM COMPLIANT WITH AS3660.1 OR AS3660.2.

■ IN MO DURING THE CONSTRUCTION OF THE BUILDING, THE BUILDER SHALL DESIGN.

■ BUILDING TIE-DOWNS SHALL BE APPROPRIATE FOR THE SITE WIND CLASSIFICATION AND PROVIDED IN ACCORDANCE WITH ABCB HP CLAUSE 5.6.6.

■ CORROSION PROTECTION SHALL BE SUITED TO THE SITE CONTEXT AND PROVIDED FOR BUILT-IN STRUCTURAL STEEL MEMBERS SUCH AS STEEL LINTELS, SHELF ANGLES, CONNECTORS, ACCESSORIES (OTHER THAN WALL TIES) IN ACCORDANCE WITH TABLE 4.1 OF AS4773.1 MASONRY IN SMALL BUILDINGS, PART 1: DESIGN.

■ SHEET ROOFING SHALL BE PROTECTED FROM CORROSION IN A MANNER APPROPRIATE TO THE SITE CONTEXT, IN ACCORDANCE WITH ABCB HP TABLE 7.2.2A.

■ SINGLE LEAF MASONRY WALLS SHALL BE WEATHERPROOFED PER ABCB HP CLAUSE 5.7.6.

■ [IN CLIMATE ZONES 6, 7 AND 8] UNLESS EXCLUDED BY ABCB HP CLAUSE 10.8.3(2) ROOFS SHALL BE PROVIDED WITH VENTILATION OPENINGS PER ABCB HP CLAUSE 10.8.3.

■ EXTERNAL WATERPROOFING FOR ON FLAT ROOFS, ROOF TERRACES, BALCONIES AND TERRACES AND OTHER SIMILAR HORIZONTAL SURFACES LOCATED ABOVE INTERNAL SPACES OF A BUILDING SHALL COMPLY WITH NCC H2D8.

■ WATERPROOFING OF WET AREAS - BEING BATHROOMS, SHOWERS, SHOWER ROOMS, LAUNDRIES, SANITARY COMPARTMENTS AND THE LIKE - SHALL BE PROVIDED IN ACCORDANCE WITH ABCB HP SECTION 10.2.

■ BALCONY WATERPROOFING SHALL BE INSTALLED IN ACCORDANCE WITH AS4654.1 & AS4654.2.

GLAZING

■ GLAZED UNITS SHALL BE INSTALLED IN ACCORDANCE WITH ABCB HP CLAUSE 8.3.2.

■ FULLY FRAMED GLAZING INSTALLED IN THE PERIMETER OF BUILDINGS SHALL COMPLY WITH ABCB HP CLAUSE 8.3.3.

■ GLASS – INCLUDING, BUT NOT LIMITED TO, WINDOWS, DOORS, SCREENS, PANELS, SPLASHBACKS AND BARRIERS – SHALL COMPLY WITH ABCB HP CLAUSE 3.3.3.

■ GLAZING SUBJECT TO HUMAN IMPACT SHALL COMPLY WITH ABCB HP SECTION 8.4.

FOOTINGS

■ FOOTINGS SHALL NOT, UNDER ANY CIRCUMSTANCE, ENCROACH OVER TITLE BOUNDARIES OR EASEMENT LINES.

■ WHERE CONCRETE STUMPS ARE TO BE USED, THESE SHALL BE:

- 100 X 100MM (1X 5MM HD WIRE) IF UP TO 1400MM LONG
- 100 X 100MM (2X 5MM HD WIRES) IF 1401MM TO 1800MM LONG
- 125 X 125MM (2X 5MM HD WIRES) IF 1801MM TO 3000MM LONG.

■ 100MM X 100MM STUMPS THAT EXCEED 1200MM ABOVE GROUND LEVEL SHALL BE BRACED WHERE NO PERIMETER BASE BRICKWORK IS PROVIDED.

■ ALL CONCRETE FOOTINGS SHALL BE FOUNDED AT A DEPTH TO A MINIMUM REQUIRED BEARING CAPACITY AND/OR IN ACCORDANCE WITH RECOMMENDATIONS CONTAINED IN SOIL REPORT (OR OTHERWISE AT ENGINEER'S DISCRETION).

STORMWATER AND SEWERS

■ 100MM DIA. CLASS 6 UPVC STORMWATER LINE MIN GRADE 1:100 SHALL BE CONNECTED TO THE LEGAL POINT OF DISCHARGE TO THE RELEVANT AUTHORITY'S APPROVAL. PROVIDE INSPECTION OPENINGS AT 9M CENTRES AND AT EACH CHANGE OF DIRECTION.

■ COVERS TO UNDERGROUND STORMWATER DRAINS SHALL BE NOT LESS THAN:

- 100MM UNDER SOIL
- 50MM UNDER PAVED OR CONCRETE AREAS
- 100MM UNDER UNREINFORCED CONCRETE OR PAVED DRIVEWAYS
- 75MM UNDER REINFORCED CONCRETE DRIVEWAYS

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

SAFETY OF BUILDING USERS

■ WHERE STAIRS, RAMPS AND BALUSTRADES ARE TO BE CONSTRUCTED, THESE SHALL COMPLY WITH ALL PROVISIONS OF ABCB HP SECTION 11.2.

■ OTHER THAN SPIRAL STAIRS:

- RISERS SHALL BE 190MM MAX AND 115MM MIN
- GOINGS SHALL BE 355MM MAX AND 240MM MIN
- 2R+G SHALL BE 700MM MAX AND 550MM MIN
- THERE SHALL BE LESS THAN 125MM GAP BETWEEN OPEN TREADS.

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

■ BARRIERS SHALL BE PROVIDED WHERE IT IS POSSIBLE TO FALL 1M OR MORE FROM THE LEVEL OF THE TRAFFICABLE SURFACE TO THE SURFACE BENEATH. SUCH BARRIERS (OTHER THAN TENSIONED WIRE BARRIERS) SHALL BE:

- 1000MM MIN ABOVE FINISHED STAIR LEVEL (FSL) OF BALCONIES, LANDINGS ETC; AND
- 865MM MIN ABOVE FSL OF STAIR NOSING OR RAMP; AND VERTICAL, WITH GAPS OF NO MORE THAN 125MM.

■ WHERE THE FLOOR BELOW A BEDROOM WINDOW IS 2M OR MORE ABOVE THE SURFACE BENEATH, THE WINDOW SHALL COMPLY WITH ABCB HP CLAUSE 11.3.7.

■ WHERE THE FLOOR BELOW A WINDOW OTHER THAN IN A BEDROOM IS 4M OR MORE ABOVE THE SURFACE BENEATH, THE WINDOW SHALL COMPLY WITH ABCB HP CLAUSE 11.3.8.

■ WHERE A BEDROOM WINDOW IS 2M OR MORE ABOVE THE SURFACE BENEATH, OR IT IS POSSIBLE TO FALL 4M OR MORE FROM THE LEVEL OF ANY TRAFFICABLE SURFACE TO THE SURFACE BENEATH, ANY HORIZONTAL ELEMENT WITHIN A BARRIER BETWEEN 150MM AND 760MM ABOVE THE FLOOR SHALL NOT FACILITATE CLIMBING.

■ HANDRAILS SHALL BE CONTINUOUS, WITH TOPS SET >865MM VERTICALLY ABOVE STAIR NOSING AND FLOOR SURFACE OF RAMPS.

■ WIRE BARRIERS SHALL COMPLY WITH ABCB HP CLAUSES 11.3.4 AND 11.3.6.

■ A GLASS BARRIER OR WINDOW SERVING AS A BARRIER SHALL COMPLY WITH NCC H1D8.

■ CLASS 1 BUILDINGS WITH AIR PERMEABILITY OF NOT MORE THAN 5 M³/HR.M² AT 50 PA SHALL BE PROVIDED WITH A MECHANICAL VENTILATION SYSTEM COMPLYING WITH NCC H6V3.INWARD-OPENING SWING DOORS TO FULLY ENCLOSED SANITARY COMPARTMENTS SHALL COMPLY WITH ABCB HP CLAUSE 10.4.2.

■ ALL SHOWER WALLS AND WALLS ADJACENT TO TOILET SHALL BE BRACED WITH 12MM PLY FOR FUTURE GRAB RAILS OR SUPPLY NOGGINGS WITH A THICKNESS OF AT LEAST 25MM IN ACCORDANCE WITH RECOMMENDATIONS OF LIVABLE HOUSING DESIGN GUIDELINES.

■ FLOORING IN WET AREAS, LAUNDRY AND KITCHEN SHALL BE SLIP RESISTANT.

■ DOOR HARDWARE SHALL BE INSTALLED 900MM – 1100MM ABOVE THE FINISHED FLOOR.

■ THERE SHALL BE A LEVEL TRANSITION BETWEEN ABUTTING INTERNAL SURFACES (A MAXIMUM VERTICAL TOLERANCE OF 5MM BETWEEN ABUTTING SURFACES IS ALLOWABLE PROVIDED THE LIP IS ROUNDED OR BEVELLED).

SERVICES

■ SOLAR COLLECTOR PANEL LOCATIONS ARE INDICATIVE ONLY. LOCATION AND SIZE ARE DEPENDENT ON MANUFACTURER'S/INSTALLER'S RECOMMENDATION.

TIMBER FRAMING

■ STANDARD TIMBER ROOFING AND WALL FRAMING SHALL BE PROVIDED IN ACCORDANCE WITH AS1684 (RESIDENTIAL TIMBER-FRAMED CONSTRUCTION) AND ALL RELEVANT SUPPLEMENTS.

ELECTRICAL

■ SMOKE DETECTORS SHALL BE FITTED WHERE NONE ARE PRESENT, OR WHERE EXISTING ARE NON-COMPLIANT WITH AS3786.

■ NEW SMOKE DETECTORS SHALL BE INTERCONNECTED; MAINS-POWERED; AND LOCATED AND INSTALLED PER ABCB HP CLAUSES 9.5.2 AND 9.5.4.

■ IN A CLASS 10A PRIVATE GARAGE, AN ALTERNATIVE ALARM MAY BE INSTALLED PER ABCB HP CLAUSE 9.5.1(B).

■ LIGHT SWITCHES SHALL BE POSITIONED IN A CONSISTENT LOCATION 900MM – 1100MM ABOVE THE FINISHED FLOOR LEVEL; HORIZONTALLY ALIGNED WITH THE DOOR HANDLE AT THE ENTRANCE TO A ROOM.

■ POWER POINTS SHALL NOT BE INSTALLED LOWER THAN 300MM ABOVE FINISHED FLOOR LEVEL.

■ ALL ELECTRICAL PENETRATIONS SHALL BE SEALED USING MATERIAL APPROPRIATE TO THE RATING OF THE CABLE AND/OR DEVICE.

■ ONLY STAMPED IC4-RATED DOWNLIGHTS SHALL BE INSTALLED AND INSULATION SHALL NOT BE PENETRATED FOR DOWNLIGHTS.

■ DUCTWORK FOR EXHAUST FANS AND HEATING AND COOLING SYSTEMS SHALL COMPLY WITH AS4254 & AS/NZS 4859.1 IN ACCORDANCE WITH CLIMATE ZONE REQUIREMENTS SET DOWN IN ABCB HP CLAUSE 13.7.4.

■ EXHAUST FROM A BATHROOM, SANITARY COMPARTMENT OR LAUNDRY SHALL BE DISCHARGED DIRECTLY VIA AN INSULATED SHAFT OR R1 INSULATED DUCTING TO OUTDOOR AIR. MINIMUM FLOW RATES SHALL BE:

- 40 L/S FOR KITCHEN & LAUNDRY
- 25 L/S FOR BATHROOM OR SANITARY COMPARTMENT.

■ AN EXHAUST SYSTEM THAT IS NOT RUN CONTINUOUSLY AND IS SERVING A BATHROOM OR SANITARY COMPARTMENT THAT IS NOT VENTILATED IN ACCORDANCE WITH ABCB HP CLAUSE 10.6.2(A) SHALL BE INTERLOCKED WITH THE ROOM'S LIGHT SWITCH; AND INCLUDE A 10 MINUTE RUN-ON TIMER.

■ EXHAUST FANS, RANGEHOODS AND THE LIKE SHALL BE INSTALLED WITH SELF-CLOSING DAMPERS.

GENERAL NOTES

SCALE @A3: NTS

24



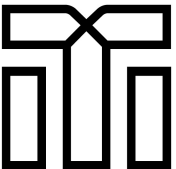
THIS DOCUMENT IS THE SUBJECT OF -
BUILDING PERMIT NUMBER: **CB\$ 0 661273675938086716**
ISSUED DATE: **26/11/2024**

FOR INSPECTIONS & ENQUIRIES CALL **(03) 9304 4412**

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION THAT CANNOT BE REPRODUCED, IN WHOLE OR IN PART, WITHOUT WRITTEN AUTHORIZATION FROM **ITI BUILDING DESIGN PTY LTD.**

CONTRACTOR TO VERIFY ALL THE LEVELS AND DIMENSION PRIOR TO STARTING WORK ON SITE. DO NOT SCALE DRAWINGS. ALWAYS USE WRITTEN DIMENSIONS

JOB NO: 771	PROJECT: PROPOSED SINGLE STOREY DWELLING
CLIENT: AJAY TUGNAIT	
JOB ADDRESS: LOT 331, 34 SPAFIELD ROAD, BEVERIDGE 3753	
DRAWN: RJ	CHECKED:
VARIATION NO: WD05	DATE: 20/11/2024



Building
DESIGN

info@itibuildingdesign.com.au
18 Synnot St, Werribee VIC 3030
www.itibuildingdesign.com.au

FORM 2

Building Act 1993

Building Regulations 2018 - Regulation 37(1)

Building Permit No. CBS-U 66127/3675938086716

Issue to

Agent of Owner: **Ajay Tugnait**
Postal Address: **9/7 Dalton Roaf, THOMASTOWN VIC**
Email: ajay06@icloud.com
Address for serving or giving of documents:
9/7 Dalton Roaf, THOMASTOWN VIC
Contact Person: **Ajay Tugnait**

Postcode: **3074**
Telephone: **0450 419 008**

Postcode: **3074**
Telephone: **0450 419 008**

Ownership Details

Owner: **Ajay Tugnait**
Postal Address: **9/7 Dalton Roaf, THOMASTOWN VIC**
Email: info@pureblisshomes.com.au
Contact Person: **Ajay Tugnait**

Postcode: **3074**

Telephone: **0450 419 008**

Property Details

Number: 34	Street/Road: Spafield Road	Suburb: Beveridge	Postcode: 3753
Lot/s: 331	LP/PS: 902496N	Volume: 12549	Folio: 271
CA: n/a	Section No: n/a	Parish: Merriang	County: N/A
Municipal District:	Mitchell Shire Council		

Builder

Name: **Ajay Tugnait**
Telephone: **0406 023 685**
Registration no.: **DB-U 71529** **Domestic Builder - Unlimited**
Postal Address: **Unit 9 / 7 Dalton Road, THOMASTOWN VIC**
Postcode: **3074**

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

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Rafina Joshi	Draftsperson - Building Design (Architectural)	DP-AD 75440
Edwin Hammink	Engineer - Civil	PE0001923

Nature of Building Work

Construction Of A New Single Storey Dwelling & Associated Garage

Storeys contains: **1**

Version of BCA applicable to permit: **BCA Vol 2 2022**

Stage of Building Work Permitted: **Entire - Dwelling & Associated Garage**

Cost of Building Work: **\$280,000.00**

Total floor area of new building work m²: **206**

BCA Classification

Part of Building: **Dwelling**

Class: **1a(a)**

Part of Building: **Associated Garage**

Class: **10a**

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Mitchell Shire Council

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

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 building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 26 November 2025

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 26 November 2026

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 and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name: **Opes Permits Pty Ltd**
Address: **PO BOX 2042, Oak Park VIC 3046**
Email: admin@opesbs.com.au
Building practitioner registration no.: **CBS-U 66127**
Municipal district: **Mitchell Shire Council**

Designated Building Surveyor

Name: **Oktay Ozcelik**
Permit no.: **CBS-U 66127/3675938086716**
Building practitioner registration no.: **BS-L 72286**
Date of issue of permit: **26 November 2024**
Signature: 

28th July 2025

INSTANT CONVEYANCING SERVICES
Instant Conveyancing Services

Dear INSTANT CONVEYANCING SERVICES,

RE: Application for Water Information Statement

Property Address:	34 SPAFIELD ROAD BEVERIDGE 3753
Applicant	INSTANT CONVEYANCING SERVICES Instant Conveyancing Services
Information Statement	30959382
Conveyancing Account Number	8945642714
Your Reference	13293

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	34 SPAFIELD ROAD BEVERIDGE 3753
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area 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	34 SPAFIELD ROAD BEVERIDGE 3753
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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.

29th September 2024

Application ID: 649736

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
Recycled Water Audit Fee (Includes GST)	1
New Estate Connect-Combo DW & RW (incl meters w/lock)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1519723

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 2018 (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.

Driveways and paving are permitted over Yarra Valley Water sewer assets, provided they maintain a minimum vertical cover of 900 millimetres and a maximum thickness of 125 millimetres. In the event that access to sewer assets is required, Yarra Valley Water will perform reinstatement using plain concrete only.

Any proposed stormwater pipe must have a minimum 300 millimetre horizontal clearance and a minimum 150 millimetre vertical clearance from any sewer main or branch servicing the property, servicing an adjoining property or multiple property branches. The stormwater pipes must have

minimum 1 metre horizontal clearance from the centreline of the sewer main for any maintenance structure. Drainage pits require a minimum 1.5 metres clearance from the centreline of the sewer main for any maintenance structure. Sewers must always cross pipelines as close to 90° as practicable, but not less than 45°.

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.

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 Water's meter installation 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 meter installation 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 tappings, 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 Water's meter installation contractor 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 Yarra Valley Water's meter installation contractor.

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 meter installation 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 meter installation 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: - 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.

INSTANT CONVEYANCING SERVICES
Instant Conveyancing Services
arun@instantconveyancing.com.au

RATES CERTIFICATE

Account No: 9820302298
Rate Certificate No: 30959382

Date of Issue: 28/07/2025
Your Ref: 13293

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
34 SPAFIELD RD, BEVERIDGE VIC 3753	331\PS902496	5308414	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge <i>Step 1 – 8.000000kL x \$3.43420000 = \$27.47</i> Estimated Average Daily Usage \$0.31	26-03-2025 to 24-06-2025	\$27.47	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Residential Recycled Water Usage Charge	26-03-2025 to 24-06-2025	\$0.00	\$0.00
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$286.69
Total for This Property			\$462.04



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

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

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

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

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

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

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

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

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

Recycled water is available at this property

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

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: 5308414

Address: 34 SPAFIELD RD, BEVERIDGE VIC 3753

Water Information Statement Number: 30959382

HOW TO PAY



Bill Code: 314567
Ref: 98203022988

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Instant Conveyancing Services

PO Box 1353
LALOR VIC 3075
Tel: (03) 9939 6824
Fax: (03) 9478 7868
Ref: ARUN.B:13293