

## Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the Auction.
2. The Auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserved price.
4. As the auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permits vendor bids.
7. During the Auction, the Auctioneer will say, "VENDOR BID", when making bids on the vendor behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

**SALE OF LAND REGULATIONS 2005**  
**SCHEDULE 5**  
**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 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 the 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 the bid.
- Any 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 anything 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](http://www.dms.dpc.vic.gov.au) under the title "LawToday".

# Contract of Sale

Property:

**17 Nankeen Loop, Beveridge VIC 3753**



**JLE Conveyancing Pty Ltd**  
3/5 DEVONSHIRE ROAD  
SUNSHINE VIC 3020  
Tel: 03 9363 2075  
Ref: JL:12573

# Contract of Sale

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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# Contract of Sale

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../2024

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../2024

**Print names(s) of person(s) signing:** DEEPIKA RANI and VISHAL GUPTA

State nature of authority, if applicable: .....

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

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# Particulars of Sale

## Vendor's estate agent

Name: Harcourts Rata & Co  
Address: \_\_\_\_\_  
Email: sold@rataandco.com.au  
Tel: \_\_\_\_\_ Mob: 0411 795 293 Fax: \_\_\_\_\_ Ref: Aman Verma

## Vendor

Name: DEEPIKA RANI and VISHAL GUPTA  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd  
Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020  
Email: info@jleconveyancing.com.au  
Tel: 03 9363 2075 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: 12573

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12289 Folio 088	433	PS 827190G

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 17 Nankeen Loop, Beveridge VIC 3753

**Goods sold with the land** (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

**Exclusion lists : N/A**

**Payment**

Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ by \_\_\_\_\_ (of which \_\_\_\_\_ has been paid)

Balance \$ \_\_\_\_\_ payable at settlement

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

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

- a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on ..... / ..... /20.....
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions*)

**Loan** (general condition 20): NOT APPLICABLE AT AUCTION

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

## Building report - NOT APPLICABLE AT AUCTION

- General condition 21 applies only if the box is checked

## Pest report – NOT APPLICABLE AT AUCTION

- General condition 22 applies only if the box is checked

## Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

### Special condition 1 – Payment

General condition 14 is replaced with the following:

#### 14. Deposit

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The 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.
- 14.4 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 electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

### Special condition 2 – Acceptance of title

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.

### Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST

included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

**Special condition 4 – Electronic conveyancing**

5.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

5.3 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*.

5.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

5.6 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.

5.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

5.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.

**Special condition 5 – Condition of the Property**

6.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

6.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

6.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

6.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor’s title or affects the validity of this contract.

6.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

**Special condition 6 – Deposit**

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

**Special condition 7 – Loan**

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

**Special condition 8 - Plan of Subdivision**

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

**Special condition 9 - Nomination**

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

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

**Special condition 10 – Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

**Special condition 11 - Owners Corporate Certificate to be provided**

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

**Special condition 12 - Re-sale Deed**

For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) will be required to enter into a Re-Sale Deed prior to settlement date. The Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;

- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
- b) Execute the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
  - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
  - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

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

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

## 20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

#### 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

#### 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

## 27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;

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

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32. BREACH

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

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

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## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
- 

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: -

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

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

this ..... day of ..... 2024

SIGNED by the said )

)

Print Name: )

)

.....

.....  
Director (Sign)

in the presence of: )

)

Witness: )

)

.....

## VENDOR FACT CHECKLIST

The Vendor makes the following additional disclosure under the Contract of Sale.

	Yes	No	Vendor does not have any knowledge
Are you the owner of the structures on the property and the goods to be included in the intended sale?			
Are there any unrectified defect(s) in the structure of any building on the property?			
Are all the appliances, fixtures and fittings in the property in working order?			
Are there any electrical, gas or plumbing systems on the property that remain unrectified after being assessed as unsafe by a qualified person?			
Is there an active pest infestation affecting the structures on the property? The Purchaser should organise its own building and pest inspection report.			
Is there unrectified damage from a pest infestation affecting structures on the property? The Purchaser should organise its own building and pest inspection report.			
Is there any asbestos on the property, including in the structures on the property?			
If yes, is any of the asbestos in friable form?			
Do any of the cladding on structures on the property consist of expanded polystyrene or aluminium composite panels?			
Is access to the property (including vehicle access) via an unregistered easement?			
Are there any restriction(s) on vehicle access to the property (such as a truck curfew or weight limits)?			
Are there any on-street parking restrictions on streets adjacent to the property? The Purchaser should make its own queries.			
Do any structures on the property have weight limits?			
Is the property on a commercial flight path?			

Is the property subject to loud intermittent noises such as defence force training, quarry explosions or car races?			
Has the property been used for the manufacturing of substances (such as methylamphetamine)?			
Has the property been used for the storage of toxic substances that exceed what might be required for domestic purposes?			
Has the property been used for the sale of illegal substances?			
Has the property been used as a brothel?			
Has the property been occupied by person(s) who have been convicted of drug trafficking or violence offence(s)?			
Do any registered sex offenders reside nearby?			
Have police ever been called regarding the behaviour of the occupants of nearby properties?			
Is any neighbouring property owned or leased by the state government?			
Is any neighbouring property owned or leased by a community housing group?			
Does any neighbouring property contain a registered rooming house?			
Is any neighbouring property used for a noxious industry?			
Is the property subject to offensive odours?			
Is the property contaminated by toxic chemicals?			
Does the property contain any lead-based paint?			
Has the property or neighbouring properties been used for firefighter training using hazardous materials?			
Is there any Owners Corporation upcoming levy but is not included in the Owners Corporation Certificate?			
Has there been a significant event at the property, including a flood, or a bushfire?			
Has there been history of pesticide use in the event the property had been used for horticulture or other agricultural purposes,			

# 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.

<b>Land</b>	17 NANKEEN LOOP, BEVERIDGE VIC 3753
-------------	-------------------------------------

Vendor's name	DEEPIKA RANI	Date	/ /
Vendor's signature	_____		
Vendor's name	VISHAL GUPTA	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

Not Applicable

## 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?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> 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:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

**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 <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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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 1000m<sup>2</sup>; (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)*

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# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

Page 1 of 1

VOLUME 12289 FOLIO 088

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Produced 30/07/2024 09:36 AM

**LAND DESCRIPTION**

Lot 433 on Plan of Subdivision 827190G.  
PARENT TITLE Volume 12260 Folio 717  
Created by instrument PS827190G 03/03/2021

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
DEEPIKA RANI  
VISHAL GUPTA both of 11 THE GRANGE CAROLINE SPRINGS VIC 3023  
AU244991X 16/04/2021

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX452083Y 15/11/2023  
PEPPER FINANCE CORPORATION LTD

COVENANT PS827190G 03/03/2021

COVENANT AU244991X 16/04/2021

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 PS827190G FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 17 NANKEEN LOOP BEVERIDGE VIC 3753

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD  
Effective from 15/11/2023

DOCUMENT END



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 30/07/2024 10:47:09 AM

Status	Registered	Dealing Number	AU244991X
Date and Time Lodged	16/04/2021 02:34:42 PM		

### Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

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

### Privacy Collection Statement

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

### Land Title Reference

12289/088

### Transferor(s)

Name	100 MINTON ST PTY LTD
ACN	618392715

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 219000.00

### Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	DEEPIKA
Family Name	RANI
Address	
Street Number	11
Street Name	THE



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Street Type GRANGE  
Locality CAROLINE SPRINGS  
State VIC  
Postcode 3023

Given Name(s) VISHAL  
Family Name GUPTA  
Address  
Street Number 11  
Street Name THE  
Street Type GRANGE  
Locality CAROLINE SPRINGS  
State VIC  
Postcode 3023

### Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land the Land  
Benefited land MCP: AA6735  
Restrictive covenant MCP: AA6735  
Expiry Date

### Duty Transaction ID

5078241

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

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

Executed on behalf of 100 MINTON ST PTY LTD  
Signer Name ASHLEY SHIPHAM  
Signer Organisation SDP LEGAL PTY LTD  
Signer Role AUSTRALIAN LEGAL PRACTITIONER  
Execution Date 16 APRIL 2021



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

### Execution

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

Executed on behalf of	DEEPIKA RANI VISHAL GUPTA
Signer Name	HUULAN HUYNH
Signer Organisation	CINDY CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	16 APRIL 2021

---

### File Notes:

NIL

---

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

Statement End.



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS827190G</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>30/07/2024 09:36</b>

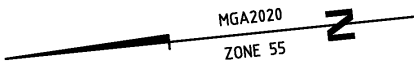
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The document is invalid if this cover sheet is removed or altered.

<h1>PLAN OF SUBDIVISION</h1>		<h2>EDITION 1</h2>	<h1>PS827190G</h1>	
<p><b>LOCATION OF LAND</b></p> <p>PARISH: MERRIANG  TOWNSHIP: BEVERIDGE  SECTION: -----  CROWN ALLOTMENTS: 1A, 2A, 3A, 4A, 5A, 6A Pt, 7A Pt, 8A Pt &amp; 9A  CROWN PORTION: -----  TITLE REFERENCE: Vol. 12260 Fol. 717</p> <p>LAST PLAN REFERENCE: LOT Z ON PS823783Y</p> <p>POSTAL ADDRESS: 100 MINTON STREET  (at time of subdivision) BEVERIDGE VIC 3753</p> <p>MGA CO-ORDINATES: E: 321450 ZONE: 55  (of approx centre of land N: 5850970 MGA 2020  in plan)</p>		<p>Council Name: Mitchell Shire Council</p> <p>Council Reference Number: PLS045/19  Planning Permit Reference: PLP303/17  SPEAR Reference Number: S141824M</p> <p><b>Certification</b></p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988  Date of original certification under section 6: 23/04/2020</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Ricardo Ramos for Mitchell Shire Council on 26/10/2020</p> <p><b>Statement of Compliance</b> issued: 24/02/2021</p>		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	<p>The land being subdivided is shown enclosed within continuous thick lines.  Lots 1-400 &amp; lots A-W have been omitted from this plan.</p>		
ROAD R1 RESERVE No.1	MITCHELL SHIRE COUNCIL MITCHELL SHIRE COUNCIL			
<b>NOTATIONS</b>		<p>DEPTH LIMITATION DOES NOT APPLY</p> <p><b>SURVEY:</b>  This plan is based on survey.</p> <p><b>STAGING:</b>  This is not a staged subdivision.  Planning Permit No. PLP 303/17  This survey has been connected to permanent marks No(s). PM2 &amp; PM74  In Proclaimed Survey Area No. 74</p> <p><b>CREATION OF RESTRICTION</b>  A purpose of this plan is to create the Restrictions shown on Sheet 4.</p>		
MINTON PLACE ESTATE STAGE 4 - 37 LOTS - AREA 2.475 ha				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	2	THIS PLAN	MITCHELL SHIRE COUNCIL
E-2	DRAINAGE	2	PS823783Y	MITCHELL SHIRE COUNCIL
<b>Parioisien Grant &amp; Associates Pty. Ltd.</b> Consulting Engineers & Surveyors  <small>ABN 53 123 888 326</small> Suite 10, 131 Bulleen Road, Bulwyn North, Victoria 3104 Phone: (03) 9859 6400 Facsimile: (03) 9859 5022		<b>SURVEYORS FILE REF:</b> S19013S4 PGA SPEAR MAY 2015 8/10/2020  Digitally signed by: Warren Kenneth Patching, Licensed Surveyor, Surveyor's Plan Version (4), 15/10/2020, SPEAR Ref: S141824M		<b>ORIGINAL SHEET</b> SIZE: A3  <b>PLAN REGISTERED</b> TIME: 11.22 PM DATE: 3/03/2021 RHills Assistant Registrar of Titles
				SHEET 1 OF 4

PS827190G



MINTON STREET

STREET

STEWART STREET

SPRING STREET

96°02'20"

95°45'20"

276°10'50"

186°10'50"

204.65

4.00-62

27-4.4

375.45

83.68

6°10'50"

83-12

76

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275°54'

6°31'

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Scale 1:2500  
LENGTHS ARE IN METRES  
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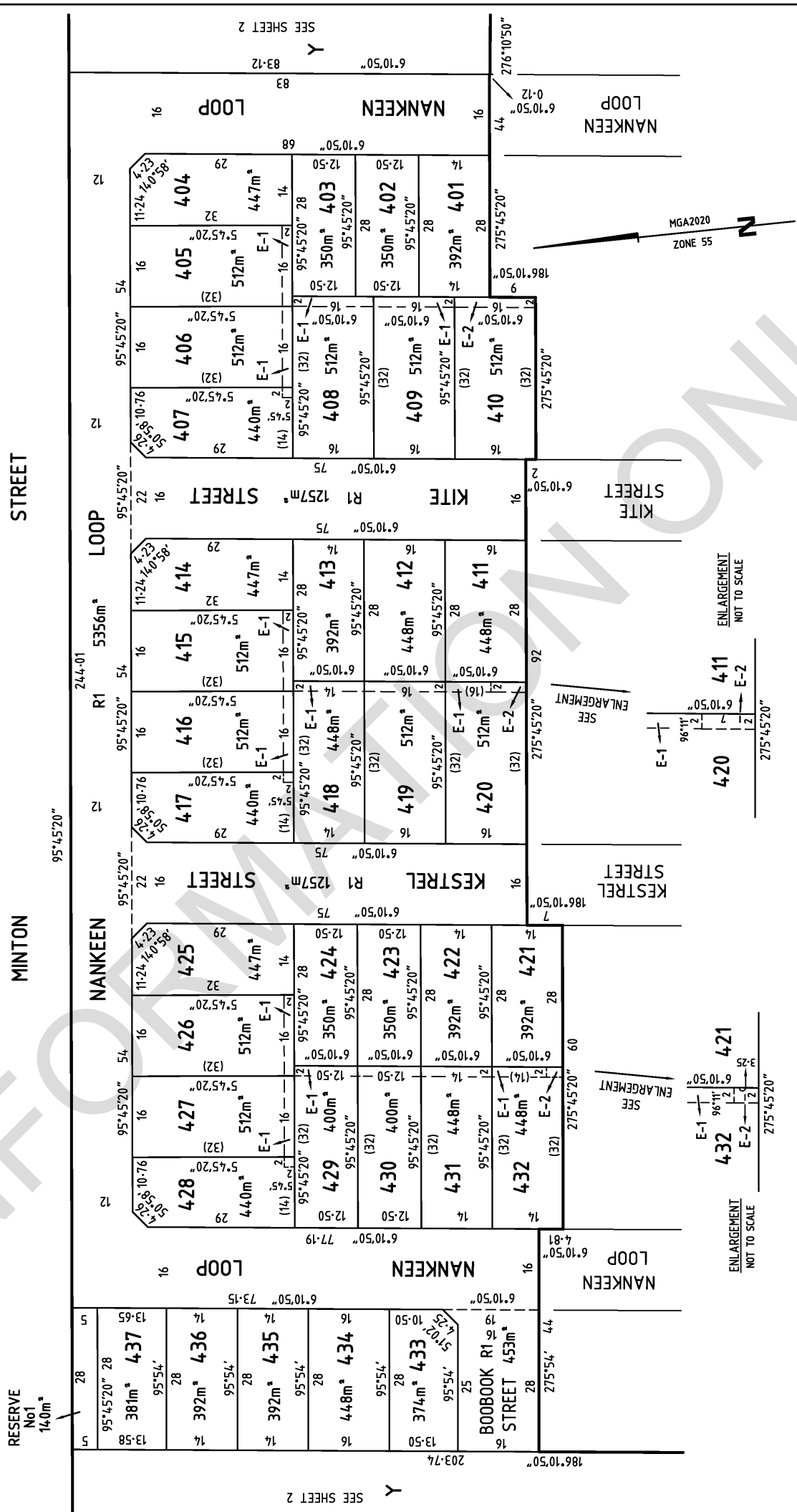
Scale 1:2500  
LENGTHS ARE IN METRES  
0 25 50 75 100

Scale 1:2500  
LENGTHS ARE IN METRES  
0 25 50 75 100

Paroisien Grant & Associates Pty. Ltd.  
Consulting Engineers & Surveyors  
ABN 53 123 889 326  
Suite 10, 131 Bulleen Road, Balaclava North, Victoria 3104  
Phone: (03) 9859 6400 Facsimile: (03) 9859 5022  
Ref: S1801354  
PCA SPEAR MAY 2015

Paroisien Grant & Associates Pty. Ltd.  
Consulting Engineers & Surveyors  
ABN 53 123 889 326  
Suite 10, 131 Bulleen Road, Balaclava North, Victoria 3104  
Phone: (03) 9859 6400 Facsimile: (03) 9859 5022  
Ref: S1801354  
PCA SPEAR MAY 2015

PS827190G



Digitally signed by: Warren Kenneth Patching, Licensed Surveyor, Surveyor's Plan Version (4), 15/10/2020, SPEAR Ref: S141824M	SCALE 1:750	LENGTHS ARE IN METRES 7.5 0 7.5 15 22.5 30	ORIGINAL SHEET SIZE: A3	SHEET 3
	Digitally signed by: Mitchell Shire Council, 26/10/2020, SPEAR Ref: S141824M			

Paroissien Grant & Associates Pty. Ltd.  
 Consulting Engineers & Surveyors  
 ABN 53 123 889 326  
 Suite 10, 131 Bullen Road, Balaclava North, Victoria 3104  
 Phone: (03) 9859 6400 Facsimile: (03) 9859 5022  
 Ref: S1901354  
 P&A SPEAR MAY 2015

**CREATION OF RESTRICTION No.1**

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:

**RESTRICTION**

Land to be Burdened  
Lots 401-437 (All inclusive) in this plan.

Land to be Benefitted

All the lots in this plan that have a common title boundary with the burdened lot.

**DESCRIPTION OF RESTRICTION**

The Registered Proprietor or Proprietors for the time being of any burdened lot on this Plan of Subdivision, shall not:

1. Construct any building, part of a building or other structure on the Lot that is outside the building envelope on this sheet of the Plan of Subdivision without further written consent from the Responsible Authority.
2. Except with the written consent from the Responsible Authority, build or allow to be built on the land any dwelling (and/or associated works), other than in accordance with the approved Minton Place - Design Guidelines.
3. Build or allow to be built on the land any dwelling (and/or associated works) which have not been approved by the Minton Place Design Assessment Panel prior to lodging.

These Restrictions shall cease to burden any lot with effect from fifteen years from the date of registration of this Plan of Subdivision.

**PS827190G**

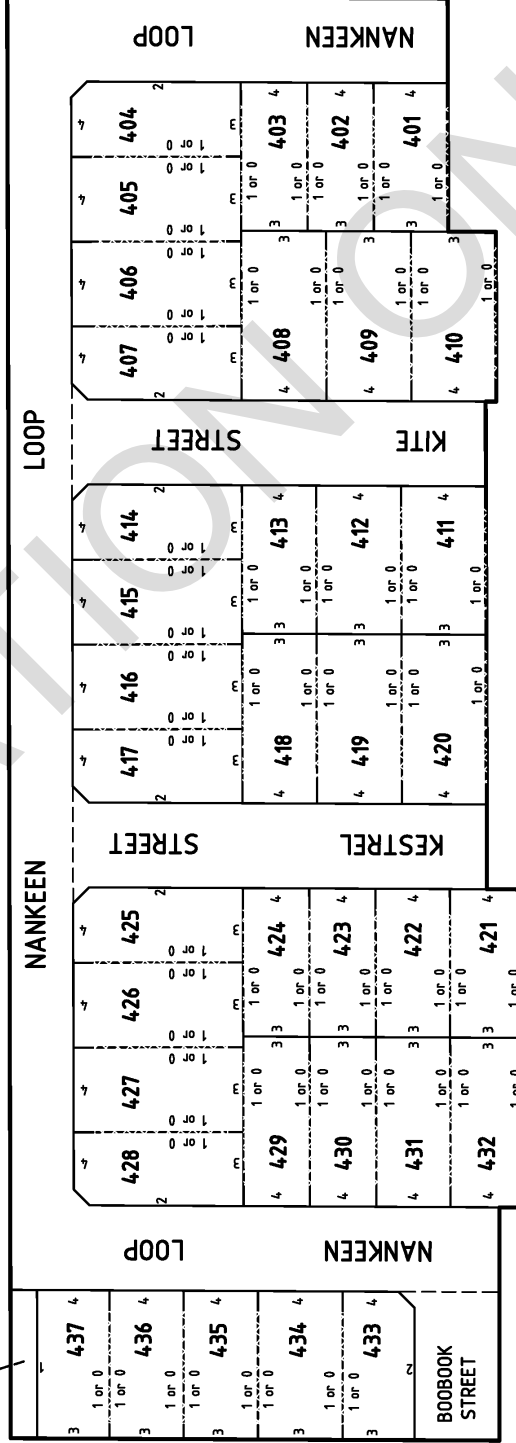
**NOTE:**

1. The Side setback for any lot is to be as shown on this sheet.
2. For lots where the setback of both boundaries are defined "1" or "0" the Side setback is to be a minimum of 1 metre for at least one side of the dwelling.  
Garages may be built on the boundary on one side of the lot.

RESERVE  
No1

MINTON

STREET



Paroissien Grant & Associates Pty. Ltd.  
Consulting Engineers & Surveyors

ABN 53 123 889 326  
Suite 10, 131 Bullen Road, Balaclava North, Victoria 3104  
Phone: (03) 9859 6400 Facsimile: (03) 9859 5022  
Ref: S1901354  
PGA SPEAR MAY 2015

SCALE  
N.T.S.

LENGTHS ARE IN METRES

Digitally signed by: Warren Kenneth Patching, Licensed Surveyor,  
Surveyor's Plan Version (4),  
15/10/2020, SPEAR Ref: S141824M

ORIGINAL SHEET  
SIZE: A3

Digitally signed by:  
Mitchell Shire Council,  
26/10/2020,  
SPEAR Ref: S141824M

SHEET 4



**Instalment Notice**

1 July 2023 to 30 June 2024



V Gupta & D Rani  
11 The Grange  
CAROLINE SPRINGS VIC 3023



023  
I000375  
R1\_863

<b>Issue Date</b>	16 January 2024
<b>Next Instalment Date</b>	28 February 2024
<b>Property Number</b>	126519
<b>Overdue Pay Now</b>	<b>\$611.86</b>

**Property** 17 Nankeen Loop BEVERIDGE VIC 3753  
Lot 433 PS 827190 Vol 12289 Fol 088

**Instalment Notice**

**Capital Improved Value (CIV)** \$642,000

Your current rates and charges balance as at 16 January 2024 is \$1,787.86 (which includes payments not yet due).

Overdue	\$611.86
<u>3rd Instalment Due</u>	<u>\$588.00</u>
<b>Total Due</b>	<b>\$1,199.86</b>

Payments received after 15 January 2024 have not been deducted from the amount due on this notice.

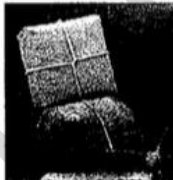
Overdue amounts shown on this notice are payable immediately unless a formal payment plan has been agreed to and is up to date. If you are having difficulty making payment, please contact us as soon as possible to discuss your options.

<b>Instalment 1</b> Due 30/09/2023
<b>Instalment 2</b> Due 30/11/2023
<b>Instalment 3</b> Due 28/02/2024 \$588.00
<b>Instalment 4</b> Due 31/05/2024 \$588.00

**Avoid late payment interest of 10% pa by paying your rates on time. Payment plans are available.**

**Total Amount Payable \$1,199.86**

**For more payment options please turn over. If you are having difficulties paying please contact Council.**



Receive your rates notices via email  
Register now at [mitchellshire.enotices.com.au](http://mitchellshire.enotices.com.au)  
with eNotices reference number **A211F3556N**



You may receive a rates reminder notice from us by SMS when your rates are close to their due date or if you're late paying your rates.



Billor Code: 93807  
Ref: 1265198



Billor Code: 93807  
Ref#: 1265198  
INTERNET Go to [www.bpoint.com.au](http://www.bpoint.com.au)  
PHONE: Phone 1300 BPOINT



Billpay Code: 9190  
Ref: 1265 1983



View and pay this bill using internet banking

BPAYView Registration No.: 1265198

To pay this bill -- visit any Post Office, phone 13 18 16, or go to [postbillpay.com.au](http://postbillpay.com.au).



\*71 190 126519 83

# Your quarterly bill



Emailed to: d.mortgage.guide@outlook.com  
MRS D RANI & MR V GUPTA  
11 THE GRANGE  
CAROLINE SPRINGS VIC 3023

Enquiries 1300 304 688  
Faults (24/7) 13 27 62

---

Account number 36 0376 9190  
Invoice number 3602 4759 95117  
Issue date 21 Jun 2024  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due  
**\$161.91**

Due date  
**12 Jul 2024**

## Summary

**17 NANKEEN LOOP, BEVERIDGE**

Property Number 5250 213, PS 827190

### Product/Service

	Amount
Water Supply System Charge	\$20.03
Sewerage System Charge	\$114.47
<b>Yarra Valley Water Total</b>	<b>\$134.50</b>
<b>Other Authority Charges</b>	
Waterways and Drainage Charge on behalf of Melbourne Water	\$29.38
<b>TOTAL (GST does not apply)</b>	<b>\$163.88</b>

## Payment summary

Last Account	\$163.03
Paid/Adjusted	-\$165.00
Balance	\$1.97 CR
Total this Account	+\$163.88
<b>Total Balance</b>	<b>\$161.91</b>

No water usage has been charged on this account.



## How to pay



\*3042 360247599511 7



### Direct debit

Sign up for Direct Debit at [yvw.com.au/directdebit](http://yvw.com.au/directdebit) or call **1300 304 688**.



### EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:  
**Yarra Valley Water**  
BSB: **033-885**  
Account number: **360378468**



### BPAY®

Bill code: **344366**  
Ref: **360 3769 1903**



### Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit [yvw.com.au/paying](http://yvw.com.au/paying)  
CRN reference: **555 054 118T**



### Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)

Bill code: **3042**  
Ref: **3602 4759 95117**



### Credit Card

Online: [yvw.com.au/paying](http://yvw.com.au/paying)  
Phone: **1300 362 332**

MRS D RANI & MR V GUPTA

Account number	36 0376 9190
Invoice number	3602 4759 95117
<b>Total due</b>	<b>\$161.91</b>
Due date	12 Jul 2024
Amount paid	\$

## Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

## Your charges explained

- **Water supply system charge**  
**1 April 2024 - 30 June 2024**  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
**1 April 2024 - 30 June 2024**  
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**  
**Waterways and drainage charge**  
**1 April 2024 - 30 June 2024**  
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)

## Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit [yvw.com.au/financialhelp](http://yvw.com.au/financialhelp).

## Contact us

 <b>Enquiries</b>	1300 304 688	<b>For language assistance</b>
 <b>Faults and Emergencies</b>	13 27 62 (24hr)	العربية 1300 914 361
 <b>enquiry@yvw.com.au</b>		廣東話 1300 921 362
 <b>yvw.com.au</b>		Ελληνικά 1300 931 364
 <b>TTY Voice Calls</b>	133 677	普通话 1300 927 363
 <b>Speak and Listen</b>	1300 555 727	For all other languages call our translation service on <b>03 9046 4173</b>

## Next meter reading:

Between 17-24 Sep 2024

# Property Clearance Certificate

## Land Tax



JOLIE LE

**Your Reference:** LD:73787568-012-8.

**Certificate No:** 79339004

**Issue Date:** 07 AUG 2024

**Enquiries:** DXS17

**Land Address:** 17 NANKEEN LOOP BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48249917	433	827190	12289	88	\$1,176.34

**Vendor:** VISHAL GUPTA

**Purchaser:** PURPOSE FOR INFORMATION

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
VISHAL GUPTA	2024	\$297,000	\$1,176.34	\$0.00	\$1,176.34

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$642,000

SITE VALUE: \$297,000

CURRENT LAND TAX CHARGE: \$1,176.34

# Notes to Certificate - Land Tax

Certificate No: 79339004

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$297,000

Calculated as \$975 plus ( \$297,000 - \$100,000) multiplied by 0.000 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 79339004

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 79339004

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



JOLIE LE

Your Reference: LD:73787568-012-8.

Certificate No: 79339004

Issue Date: 07 AUG 2024

Enquires: DXS17

Land Address: 17 NANKEEN LOOP BEVERIDGE VIC 3753

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48249917	433	827190	12289	88	\$0.00

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$642,000
SITE VALUE:	\$297,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79339004

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



JOLIE LE

Your Reference: LD:73787568-012-8.

Certificate No: 79339004

Issue Date: 07 AUG 2024

Land Address: 17 NANKEEN LOOP BEVERIDGE VIC 3753

Lot	Plan	Volume	Folio
433	827190	12289	88

Vendor: VISHAL GUPTA

Purchaser: PURPOSE FOR INFORMATION

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 79339004

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 79339008

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 79339008

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



# CBS BUILDING SURVEYING

Application Number: BLD20210861

## FORM 2

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

### BUILDING PERMIT

Building Permit No. BS-L 63677/8784001120817 13 December 2021

As shown on approved plan

#### Issued to

Owner **Deepika Rani and Vishal Gupta**  
Postal Address **11 The Grange Caroline Springs** Postcode **3023**  
Email **healtyleans@outlook.com**  
Address for serving documents: **11 The Grange Caroline Springs** Postcode **3023**  
Contact Person **Deepika** Telephone **0497666034**

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

Number **17** Street/Road **Nankeen Loop** Suburb **Beveridge** Postcode **3753**  
Lot/s **433** LP/PS **827190** Volume **12289** Folio **088**  
Crown allotment **N/A** Section No **N/A** Parish **N/A** County **N/A**  
Municipal District **Mitchell Shire Council**

#### Builder

Name **Augment Homes Pty Ltd** Telephone **0477919269**  
Address **13/20 Prosperity Street Truganina 3029**  
ACN/ARBN:  
Building practitioner registration no: **CDB-U 62884**

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

#### Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Augment Homes Pty Ltd	Domestic builder unlimited	CDB-U 62884

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

Name	Category/class	Registration Number
Arun Shrestha	Engineer civil	PE0003338

#### Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is: **Insurance House Pty Ltd**  
Insurance policy number : **C665090**  
Insurance policy date : **10/12/2021**

## Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

## Nature of Building Work

Description: **Construction of one single storey dwelling with garage**

Storeys contains: **1**

Rise in storeys: **N/A**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$256,000.00**

Total floor area of new building work in m<sup>2</sup>: **198**

## Building classification

Part of Building: **Dwelling**

BCA Classification: **1a(a)**

Part of Building: **Garage**

BCA Classification: **10a**

## Protection Work

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

## Inspection Requirements

The mandatory inspection notification stages are:

1. Bored piers
2. Before place a footing
3. Steel - before pouring in situ reinforced concrete
4. Frame
5. Final

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

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

## Commencement and Completion

This building work must commence by 13 December 2022

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

This building work must be completed by 13 December 2023

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

## Conditions

This permit is subject to the following conditions

1. All works are to be carried out in accordance with The Building Act 1993, The Building Regulations 2018, The Building Code of Australia 2019, all relevant codes and AS and all requirements of the local council planning scheme, relevant planning permit and local by-law's.

2. In accordance with Regulation 41 the particulars of the Building Permit, Building Practitioner and Relevant Building Surveyor are to be displayed in a conspicuous place on site at all times prior to commencement of works and for the duration of the works.
3. In accordance with Regulation 42 the owner must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work.
4. It is not the responsibility of the relevant building surveyor to confirm compliance with any covenant, section 173 agreement or memorandum of common provisions or any other restriction which may exist on the property title. The owner is responsible to ensure compliance with any of the above restrictions and to obtain developer's approval if required prior to the commencement of the proposed building work.
5. Truss wall and floor beam layout – provide manufacturer's layout and design of the roof trusses, wall frames (including bracing) and engineered floor beams for approval prior to construction.
6. Termite Protection – Protection from subterranean termites is to be provided in accordance with the NCC and AS3660.1 – Durable notice to be fixed in meter box.
7. No part of any works is to encroach any allotment boundary or undermine any adjoining allotments footings or land.
8. The building work shall be carried out wholly from within the allotment and without removing the boundary fences unless otherwise agreed to by adjoining owner.
9. It is the responsibility of the owner to check the location of boundaries and obtain a re-establishment survey and to seek legal advice before construction commences if there are any boundary discrepancies. The relevant building surveyor does not take any responsibility for any boundary discrepancies or building encroachments.
10. This permit does not remove or replace the need for an asset protection permit or equivalent consent or approval that may be required from the relevant council.
11. Domestic building work forming part of this permit and carried out by the registered building practitioners must be covered by an insurance policy as required under Section 135 of the Act.
12. Building work authorised under this permit requires an Occupancy Permit prior to lawful occupation of the building. An application for an Occupancy Permit (Form 15) must be submitted to this office with the required compliance certificates.
13. If the exhaust system exhausts air to a roof space, the roof space must comply with Part 3.8.7.4 of NCC 2019 Vol 2.
14. Anti-ponding board must be provided as per Part 3.5.2.5 of NCC 2019 Vol 2
15. Steel lintels must comply with part 3.3.5.12 of NCC Vol 2 2019 to be hot dip galvornised (including garage door lintel)
16. Construction must be in accordance with all relevant provisions of AS3959-2018 Construction of Buildings in Bushfire-prone Areas

**Relevant Building Surveyor**

Name: **Frank Cheng**

Address: **PO BOX 2080 Templestowe Lower, VIC 3107**

Email: **frank@cbsbuildingsurveying.com.au**

Building practitioner registration no.: **BS-L 63677**

Municipal district: **Mitchell Shire Council**

Permit no.: **BS-L 63677/8784001120817**

Date of issue of permit: **13 December 2021**



# CBS BUILDING SURVEYING

Application Number: BLD20210861

## FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

## OCCUPANCY PERMIT

### Property Details

Number: **17**

Street/Road: **Nankeen Loop**

Suburb: **Beveridge**

Postcode: **3753**

Lot/s: **433**

LP/PS: **827190**

Volume: **12289**

Folio: **088**

Crown: allotment

Section: No

Parish:

County:

Municipal District: **Mitchell Shire Council**

### Building permit details

Building permit number: **BS-L 63677/8784001120817**

Version of BCA applicable: **2019**

### Building Details

Part of building to which permit applies:

Permitted use:

BCA Class of building:

Maximum permissible floor live load:

Maximum number of people to be accommodated:

**Dwelling  
Residential  
1a(a)**

**1.5**

**N/A**

Part of building to which permit applies:

Permitted use:

BCA Class of building:

Maximum permissible floor live load:

Maximum number of people to be accommodated:

**Garage  
Garage**

**10a**

**2.5**

**N/A**

Storeys contained: **1**

Rise in storeys (for Class 2-9 buildings):

Effective height:

Type of construction:

### Suitability for occupation

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

### Relevant building surveyor

Name:

Address:

Email:

Building practitioner registration no.:

Municipal district name:

Occupancy Permit no.

Date of issue:

Date of final inspection

Signature:

**Frank Cheng**

**PO BOX 2080 Templestowe Lower, VIC 3107**

**info@cbsbuildingsurveying.com.au**

**BS-L 63677**

**Mitchell Shire Council**

**BS-L 63677/8784001120817**

**23 August 2022**

**23 August 2022**

## Domestic Building Insurance

## Certificate of Insurance

**deepika rani, vishal gupta**

**11 The Grange  
CAROLINE SPRINGS  
VIC 3023**

Policy Number:

**C665090**

Policy Inception Date:

**10/12/2021**

Builder Account Number:

**177906**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **17 Nankeen Loop BEVERIDGE VIC 3753 Australia**

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

Builder ACN: **625686795**

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **deepika rani, vishal gupta**

Pursuant to a domestic building contract dated: **11/10/2021**

For the contract price of: **\$ 256,000.00**

Type of Cover: **Cover is only provided if AUGMENT HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

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

### IMPORTANT

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

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

### Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

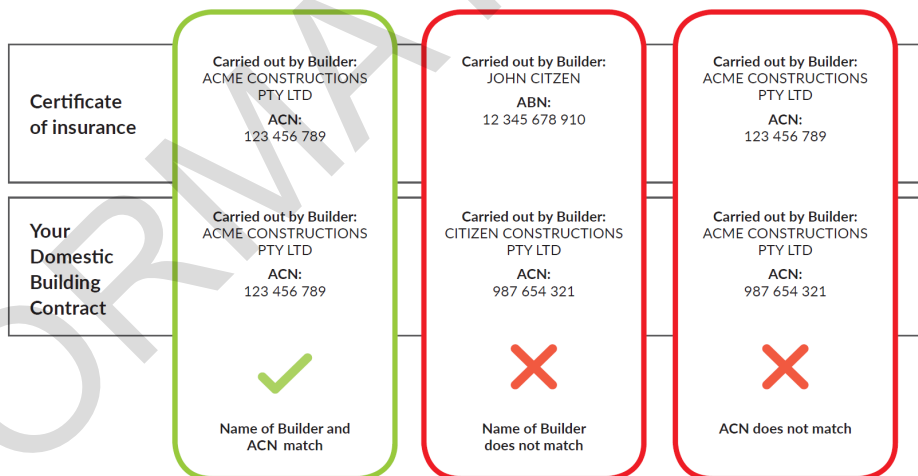
Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$1,479.00</b>
GST:	<b>\$147.90</b>
Stamp Duty:	<b>\$162.69</b>
<b>Total:</b>	<b>\$1,789.59</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



# Certificate of Currency



## Annual Construction, Plant & Liability Insurance Certificate of Currency

Policy Number	18EA04967CAR		
Policy Wording	Annual Construction, Plant & Liability Insurance Policy		
Named Insured	Augment Homes Pty Ltd		
Trading Name			
Interested Parties	NA		
Period of Insurance	Commencing from 18/03/2024 until the expiry date of 18/03/2025 at 4:00PM E.S.T.		
Maximum Construction Period	24 months		
Maximum Maintenance Period	12 months		
Maximum Testing Period	4 weeks		
Construction Contracts Covered	Contracts principally for the construction of Residential, Commercial, Light Industrial during the period of insurance.		
Named Insured's Business	Principally Registered builder undertaking both residential and commercial construction including new and alterations only as well as project managers, office occupiers, property owners and all other associated activities.		
Licence Number	cdbu 62884		
Territorial Limits	Anywhere in Australia		
<b>Sums Insured/Limits of Liability</b>			
Section 1 – Material Damage	Contract Value (Maximum Contract Value)	\$850,000.00	AOE
Section 2 – Legal Liability	Public Liability	\$20,000,000	EEO
	Products/Completed operations liability	\$20,000,000	AOPI
	Property in your custody and control	\$250,000	EEO

### The Insurer(s)

	Section 1 - Material Damage	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545
	Section 2 - Public Liability	Certain Underwriters at Lloyd's
	Unique Market Reference (UMR)	B1262BW0236523

AOE means Any One Event | EEO means Each and Every Occurrence | AOPI means Any One Period of Insurance

**Endorsements:** Please see policy schedule supplied for further information

This Certificate of Currency is current at the Date of Issue only and is issued as a matter of information only, conferring no rights upon the holder. Coverage is always subject to policy terms, conditions, limitations, exclusions and endorsements. This certificate does not extend, amend or alter such coverage.

Signature:

Signed as Agent for the Insurers: .....Date: 19/03/2024

360 Quick Construct Pty Ltd  
ABN: 21 158 973 365 | AFSL: 429874

LBCAR / QBELLOYDS / ENSACPL - COC - V5 - 05/2020





PROVIDE TERMITE PROTECTION  
TO THE SITE AS PER AS 3660.1

APPROVED BUILDING PERMIT  
BUILDING ACT 1993

PERMIT NUMBER: 8784001120817  
PERMIT ISSUE DATE: 13/12/2021  
Frank Cheng BS-L 63677  
CBS Building Surveying

# CONTEMPORARY

DESIGN CONSULTANTS



PROPOSED NEW RESIDENCE - MINTON PLACE ESTATE

At: LOT 433 NANKEEN LOOP, BEVERIDGE

For: **VICBOURNE HOMES**

INSPECTIONS  
CBS BUILDING SURVEYING 0450 877 991  
24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS

Job Number: 21219 - Rev G

PROVIDE BUSHFIRE PROTECTION  
TO THE SITE AS PER AS 3959

WORKING DRAWINGS

**IMPORTANT GENERAL NOTES:**

- DO NOT SCALE PLANS, USE WRITTEN DIMENSIONS ONLY.
- THE OWNER/BUILDER SUBCONTRACTOR SHALL VERIFY ALL DIMENSIONS, LEVELS, SETBACKS AND SPECIFICATIONS PRIOR TO COMMENCING WORKS OR ORDERING MATERIALS AND SHALL BE RESPONSIBLE FOR ENSURING THAT ALL BUILDING WORKS CONFORM TO THE MOST CURRENT; NATIONAL CONSTRUCTION CODE (NCC), CURRENT AUSTRALIAN STANDARDS, BUILDING REGULATIONS, TOWN PLANNING AND ALL LOCAL AUTHORITY REQUIREMENTS. REPORT ANY DISCREPANCIES TO THIS OFFICE.
- ALL WORKS TO BE PROVIDED WITH TERMITES PROTECTION AS PER AS 3660.1 AND AS 3660.2. PROVIDE TERMITES PROTECTION TO THE ENTIRE PERIMETER OF THE BUILDING CODE OF AUSTRALIA AND THE AUSTRALIAN STANDARDS LISTED BELOW AS 1288-2006 GLASS IN BUILDINGS - SELECTION AND INSTALLATION AS 1562-2018 DESIGN AND INSTALLATION OF SHEET ROOF AND WALL CLADDING AS 1684-2010 NATIONAL TIMBER FRAMING CODE AS 2049-2002 ROOF TILES AS 2050-2018 INSTALLATION OF ROOF TILES AS 2870-2011 RESIDENTIAL SLAB AND FOOTINGS - CONSTRUCTION AS/NZ2904-1995 DAMP-PROOF COURSES AND FLASHINGS AS 3600-2018 CONCRETE STRUCTURES AS 3660 - 2014 BARRIERS FOR SUBTERRANEAN TERMITES AS 3700-2018 MASONRY IN BUILDINGS **APPROVED BUILDING PERMIT BUILDING ACT 1993** AS 3740-2010 WATERPROOFING OF WET AREAS IN RESIDENTIAL BUILDINGS AS 3786-2014 SMOKE ALARMS AS 4005-2012 WIND LOADING FOR HOUSING AS 4100-1998 STEEL STRUCTURES **PERMIT NUMBER: 8784001120817** **PERMIT ISSUE DATE: 13/12/2021** **Frank Cheng B.S. & L. 61677** **CBS Building Surveying**
- THESE PLANS SHALL BE READ IN CONJUNCTION WITH ALL RELEVANT AND CIVIL ENGINEERING COMPUTATIONS AND OBSERVATIONS.
- ALL BUILDINGS WERE REQUIRED SHALL BE PROTECTED AGAINST TERMITE ATTACK IN ACCORDANCE WITH THE PROVISIONS OF PART 3.13 OF THE NCC AND WITH AS 3660.1 AND A DURABLE NOTICE SHALL BE PLACED IN THE METER BOX INDICATING TYPE OF BARRIER AND REQUIRED PERIODICAL INSPECTIONS.
- GLASS AND GLAZING INSTALLATIONS MUST COMPLY WITH AS 1288, AS 2047 AND NCC BCA PART 3.6. SAFETY GLAZING TO BE USED IN THE FOLLOWING CASES ALL ROOMS - WITHIN 500mm VERTICAL OF FLOOR LEVEL. **BATHROOMS** - ALL GLAZING IN BATHROOMS, ENSUITES, SPA ROOMS OR THE LIKE, INCLUDING SHOWER DOORS AND SCREENS. BATH ENCLOSURES AND ASSOCIATED WINDOWS WITHIN 2000mm VERTICAL FROM THE BATH OR SHOWER BASE OR FFL. **LAUNDRY** - WITHIN 1200mm VERTICAL FROM FLOOR LEVEL AND/OR WITHIN 300mm VERTICAL OF TROUGH. **DOORWAY** - WITHIN 300mm HORIZONTAL FROM ALL DOORS.
- GUTTERS WILL BE AS PER SPECIFICATION WITH MIN. 100 X 75 RECTANGULAR OR 90mm DIA. DOWNPIPES, EACH DOWNPIPE SHALL SERVICE A MAXIMUM ROOF AREA OF 36 SQ.M. OR SHALL BE POSITIONED AS PER AS 3500.3, 2018, SECTION 3.
- STORMWATER TO BE TAKEN TO THE LEGAL POINT OF DISCHARGE AS DETERMINED BY THE RELEVANT AUTHORITY. FINAL LOCATION TO BE CONFIRMED ON SITE BY BUILDER.
- TILED BALCONIES OVER LIVABLE AREAS ARE TO BE IN THE FOLLOWING ORDER OVER THE FLOOR JOISTS; 19mm COMPRESSED FIBRE CEMENT SHEET, WITH ONE LAYER OF PARCHEM EMERPROOF 750 WITH A SECOND LAYER OF SAND SEED WITH A DFT OF 1300 MICRON, INSTALLED TO MANUFACTURERS SPECIFICATIONS, AND FLOOR TILES OVER ALL CORNERS TO HAVE 20mm MASTIC SEALANT UNDER THE PARCHEM EMERPROOF 750. MIN 1:100 FALL TO FLOOR WASTES AS PER AS 4654 PART 1 & 2
- FOOTINGS NOT TO ENCR OACH TITLE BOUNDARIES OR EASEMENTS, IT IS RECOMMENDED THAT WHERE BUILDINGS ARE TO BE LOCATED IN CLOSE PROXIMITY OF BOUNDARIES, A CHECK SURVEY BE CONDUCTED BY A LICENSED SURVEYOR.
- ALL WET AREAS TO COMPLY WITH BCA 3.8.1.2 AND AS 3740. SPLASH BACKS SHALL BE IMPERVIOUS FOR 150mm ABOVE SINKS, TROUGHS AND HAND BASINS WITHIN 75mm OF THE WALL.
- PROVIDE WALL TIES AT 300mm SPACINGS BOTH VERTICAL AND HORIZONTAL AND WITHIN 300mm OF ARTICULATION JOINTS, BRICK TIES TO BE STAINLESS STEEL.
- SUB-FLOOR VENTILATION MINIMUM 750mm.SQ FOR EXTERNAL WALLS AND 1500mm.SQ FOR INTERNAL WALLS BELOW BEARER.
- THERMAL INSULATION AS PER ENERGY RATING REPORT.
- STAIR REQUIREMENTS: MIN. TREAD 240mm. RISER 115mm. MAX. RISER 190mm, SPACE BETWEEN OPEN TREADS MAX. 125mm. TREADS TO BE NON SLIP SURFACE. BALUSTRADES: MIN. 1000mm ABOVE LANDINGS WITH MAX. OPENING OF 125mm. AND IN ACCORDANCE WITH NCC 3.9.2. OR STAINLESS STEEL BALUSTRADES REFER TO TABLE 3.9.2.1. (WIRE BALUSTRADE CONSTRUCTION - REQUIRED WIRE TENSION AND MAXIMUM PERMISSIBLE DEFLECTION) OF THE NCC.
- THE BUILDER SHALL TAKE ALL STEPS NECESSARY TO ENSURE THE STABILITY OF EXISTING AND NEW STRUCTURES THROUGH-OUT CONSTRUCTION.
- FLOW RATE AND DISCHARGE OF EXHAUST SYSTEMS - PART 3.8.7.3 AN EXHAUST SYSTEM INSTALLED IN A KITCHEN, BATHROOM, SANITARY COMPARTMENT OR LAUNDRY MUST HAVE A MINIMUM FLOW RATE OF A. 25 L/S FOR A BATHROOM OR SANITARY COMPARTMENT; AND B. 40 L/S FOR A KITCHEN OR LAUNDRY.
- PLIABLE BUILDING MEMBRANE - PART 3.8.7.2 WHERE A PLIABLE BUILDING MEMBRANE IS INSTALLED IN AN EXTERNAL WALL, A. COMPLY WITH AS/NZS 4200.1; AND B. BE INSTALLED IN ACCORDANCE WITH AS 4200.2; AND C. BE A VAPOUR PERMEABLE MEMBRANE FOR CLIMATE ZONES 6, 7 AND 8; AND D. BE LOCATED ON THE EXTERIOR SIDE OF THE PRIMARY INSULATION LAYER OF WALL ASSEMBLIES THAT FORM THE EXTERNAL ENVELOPE OF A BUILDING.

**APPROVED BUILDING PERMIT BUILDING ACT 1993**

**PERMIT NUMBER: 8784001120817**

**PERMIT ISSUE DATE: 13/12/2021**

**Frank Cheng B.S. & L. 61677**

**CBS Building Surveying**

**INSPECTIONS**

**CBS BUILDING SURVEYING 0450 572 921**

**24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS**

**CON'T:**

20. EXTERNAL WINDOWS AND DOORS - PART 3.12.3.3 AN EXTERNAL DOOR, INTERNAL DOOR BETWEEN A CLASS 1 BUILDING AND AN UNCONDITIONED CLASS 10A BUILDING, OPENABLE WINDOW AND OTHER SUCH OPENING MUST BE SEALED. FRONT DOOR AND GARAGE DOORS TO BE SEALED FROM THE BOTTOM

**SITE NOTES:**

- ALL STORMWATER AND DRAINAGE TO BE IN COMPLIANCE WITH BCA PARTS 3.1.2.&3.5.2 AS WELL AS/NZ8 3600
- ENSURE MIN. 90mm DIAMETER AGRICULTURAL DRAINS ARE PROVIDED TO THE BASE OF ALL CUTS AND RETAINING WALLS AND ARE CONNECTED TO THE STORMWATER SYSTEM VIA SILT PIT/S TO THE RBS REQUIREMENTS. THE EXTERNAL FINISHED SURFACE SURROUNDING THE BUILDING MUST BE DRAINED TO MOVE SURFACE WATER AWAY FROM THE BUILDING AND GRADE TO PROVIDE A SLOPE NOT LESS THAN 50MM OVER THE FIRST 1000MM FROM THE BUILDING (1:20).
- A MINIMUM HEIGHT OF 150mm SHALL BE MAINTAINED BETWEEN THE TOP OF THE OVERFLOW GULLY RISER & THE LOWEST FIXTURE CONNECTED TO THE DRAIN. THE OVERFLOW GULLY RISER SHALL BE LOCATED AT 75mm ABOVE SURROUNDING GROUND LEVEL OR SHALL BE FINISHED AT A HEIGHT TO PREVENT THE INGRESS OF WATER WHEN LOCATED IN A PATH OR PAVED AREA.
- CONNECT DOWNPIPES TO LEGAL POINT OF DISCHARGE VIA 100mm DIAMETER UPVC STORMWATER PIPE LAID WITH A MINIMUM FALL OF 1:100, DISCHARGE TO THE SATISFACTION OF THE RELEVANT AUTHORITY.
- ALL STORMWATER DRAINAGE BELOW GROUND SHALL BE SEWER GRADE WITH NO JOINTS UNDER SLAB INSTALLED TO AS3500:3.2018. MINIMUM PIPE SIZE 100mm MINIMUM GRADE 1:100.
- CONNECT ALL WASTE OUTLETS TO SEWERAGE SYSTEM TO SATISFACTION OF LOCAL AUTHORITIES.
- ALL POOL FENCING SHALL BE MINIMUM 1200MM HIGH AND IN ACCORDANCE WITH AS 1926.1.
- ALL SITE LEVELS ARE TO BE REVIEWED & CONFIRMED ON SITE & ARE SUBJECT TO CHANGE WITHOUT NOTICE
- LOCATION OF SERVICE ITEMS (EG. METER BOX, GAS METER, TELSTRA) SUBJECT TO CONFIRMATION OF SITE SERVICE LOCATIONS
- 100mmø CLASS 6 UPVC STORMWATER LINE LAID TO A MIN. GRADE OF 1:100 & CONNECTED TO LEGAL POINT OF DISCHARGE. PROVIDE INSPECTION OPENINGS @ 9000mm CTS & AT EACH CHANGE OF DIRECTION. THE COVER TO UNDERGROUND STORMWATER DRAINS SHALL BE NOT LESS THAN
  - 100mm UNDER SOIL
  - 50mm UNDER PAVED OR CONCRETE AREAS
  - 100mm UNDER UNREINFORCED CONCRETE OR PAVED DRIVEWAYS
  - 75mm UNDER REINFORCED CONCRETE DRIVEWAYS
- ALL BOUNDARY & SIDE FENCES / GATES BY OWNER, UNLESS NOTED OTHERWISE

**DRIVEWAYS:**

BUILDER TO CONFIRM & PROVIDE APPROPRIATE TRANSITION GRADES IN DRIVEWAYS TO AVOID SCRAPPING. A GRADE OF MAX. 1:5 SHALL NOT BE EXCEEDED. ANY DISCREPANCIES IN LEVELS SHALL BE REPORTED TO THIS OFFICE URGENTLY & ALL WORKS PLACED ON HOLD

**LANDSCAPING:**

LANDSCAPING DETAILS TO BE PROVIDED TO THE DESIGN GUIDELINES PANEL FOR APPROVAL PRIOR TO THE COMMENCEMENT OF LANDSCAPING WORKS.

**FENCING:**

WHERE APPLICABLE FENCING DETAILS TO BE PROVIDED TO THE DESIGN GUIDELINES PANEL FOR APPROVAL PRIOR TO THE COMMENCEMENT OF FENCING CONSTRUCTION.

**FIBRE OPTIC CONNECTIONS -TELSTRA VELOCITY / NBN / OPTICOM & OTHERS:**

WHERE APPLICABLE THE PROPOSED RESIDENCE IS TO BE CONNECTED TO AND CONSTRUCTED IN ACCORDANCE WITH TELSTRA / NBN / OPTICOM & OR OTHER FIBRE OPTIC CONNECTION, STRICTLY IN ACCORDANCE WITH RETAILER SPECIFICATION & / OR REQUIREMENTS

**TERMITE TREATMENT:**

WHEN REQUIRED, PROVIDE TERMITES PROTECTION STRICTLY IN ACCORDANCE WITH AS 3660 - 2014

Issuance & Revision:

No.	Description	By	Rev.
1	ISSUED FOR PERMIT	CS	01
2	CLIENT REQUESTED AMENDMENTS	CS	02
3	CLIENT REQUESTED AMENDMENTS	CS	03
4	CLIENT REQUESTED AMENDMENTS	CS	04
5	CLIENT REQUESTED AMENDMENTS	CS	05
6	CLIENT REQUESTED AMENDMENTS	CS	06
7	CLIENT REQUESTED AMENDMENTS	CS	07
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99	CLIENT REQUESTED AMENDMENTS	CS	99
100	CLIENT REQUESTED AMENDMENTS	CS	100

**GENERAL ELEVATION NOTES:**

- WALLS ON OR WITHIN 200MM OF BOUNDARIES TO COMPLY WITH RESCODE CLAUSE 54 A.11-13. MAX HEIGHT OF 3.6M & A MAX AVG. HEIGHT OF 3.20M. MIN 1.00M LIGHT COURT TO NEIGHBOURS HABITABLE WINDOW SHALL BE PROVIDED. NO PART OF BUILDING TO ENCR OACH BOUNDARY.
- FIRE SEPARATION OF BUILDINGS ON BOUNDARY IN ACCORDANCE WITH BCA. 3.7.1
- RETAINING WALLS TO BE CONSTRUCTED IMMEDIATELY AFTER EXCAVATION. ALLOW 5KPa SURCHARGE ON BOUNDARY U.N.O. RETAINING WALLS TO BE CONSTRUCTED & PROTECTION NOTICE SERVED IN ACCORDANCE WITH BUILDING ACT 1993. OWNER/CONTRACTOR IS TO PROVIDE INSURANCE, SURVEY OF EXISTING CONDITIONS & NEIGHBOUR'S CONSENT FOR CONSTRUCTION IN ACCORDANCE WITH ACT. BATTERS ARE AT 45° & THATCHED OR LANDSCAPED U.N.O. CUT OFF DRAINS AT BASE OF EXCAVATION TO CONNECT TO STORM WATER DRAINS VIA SILT PIT WITH GRATED COVER.
- PROVIDE WEEPHOLES TO BASE OF ALL BRICK VENEER WALLS & ABOVE EXTERNAL BRICK VENEER WALL OPENINGS AT EVERY 4th PERPEND. PROVIDE SUITABLE CONTINUOUS CAVITY FLASHING

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5. ON PLAN & ELEVATION DENOTES ARTICULATION JOINTS. THESE SHALL BE PLACED AT MAX. 5.0m CTS IN STRAIGHT WALL LENGTHS OR AS SPECIFIED BY THE SOIL REPORT MAXIMUM 3.0m FROM CORNERS BUT NO CLOSER THAN 600mm. THEY MUST BE FULL HEIGHT OF WALL AND PLACED BESIDE WINDOWS AND DOORS WHERE POSSIBLE. CONSTRUCTION METHOD OR CHANGE OF LOCATION MUST BE APPROVED BY THE DESIGNER OR THE OWNERS. WHERE A ARTICULATION LAYOUT HAS BEEN PROVIDED BY A STRUCTURAL ENGINEER, THAT SHALL TAKE PRECEDENCE OVER ARCHITECTURAL DOCUMENTS. WHERE ARTICULATION JOINTS ARE LOCATED TO THE SIDE OF AN OPENING SUFFICIENT CLEARANCE MUST BE PROVIDED TO THE WINDOW / DOOR OPENING TO ALLOW FOR MOVEMENT.

**INTERNAL JOINERY NOTES:**


- VERIFY ALL DIMENSIONS ON SITE PRIOR TO COMMENCEMENT OF ANY WORK, SHOP DRAWINGS OR ORDERING OF MATERIALS.
- THE CONTRACTOR SHALL CHECK ALL SITE CONDITIONS, INCLUDING ACCESS WAYS, DOOR OPENINGS ETC. PRIOR TO MANUFACTURING JOINERY.
- THE CONTRACTOR SHALL ALLOW FOR CUT-OUTS AS REQUIRED FOR POWER & DATA OUTLETS, & FITTINGS.
- ALL JOINERY SHALL BE CONSTRUCTED OF 16mm M.D.F. WITH SELECTED LAMINATED FINISH. WHERE EXPOSURE TO A HIGH LEVEL OF MOISTURE IS EXPECTED ADOPT H.M.R. M.D.F.
- ALL JOINTS SHALL BE BISCUIT JOINED OR DOWELLED / SCREWED & GLUED UNLESS NOTED OTHERWISE.
- ALL FIXINGS SHALL BE CONCEALED UNLESS NOTED OTHERWISE.
- WHERE JOINERY REQUIRES EXTENSIVE SUB FRAMEWORK USE FURNITURE GRADE K.D.H.W. UNLESS NOTED OTHERWISE.
- BUILDER SHALL PROVIDE ALL NECESSARY NOGGINGS & CONCEALED STRONGBACK FRAMEWORK FOR SUPPORT OF EQUIPMENT & JOINERY UNITS (i.e. OVERHEAD SHELVES & THE LIKE.) IN ACCORDANCE WITH JOINERY REQUIREMENTS.
- ALL FITTINGS MECHANISMS, HARDWARE, EQUIPMENT etc. SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS.
- FINISH TO INSIDE OF CARCASE TO BE 0.4mm THICK WHITE MELAMINE.
- ADJUSTABLE SHELVES TO BE 18mm THICK WHITE MELAMINE FINISH. FOR SHELVES TO CABINETS WITH GLAZED DOORS OR OPEN SHELVING, SHELVES SHALL BE LINED WITH LAMINATE FINISH AS SELECTED. SHELF SUPPORT POINTS SHALL BE PROVIDED AT 32mm VERTICAL CENTRES.
- ALL SIZES SUBJECT TO FINAL CHECK MEASURE BY CABINET MAKER. CABINETS WORKED TO NOMINAL SIZES, WHICH WILL TAKE PRECEDENT OVER WORKING DRAWINGS

DRAWING SCHEDULE		
01	COVER SHEET	G
02	GENERAL NOTES	G
03	SITE PLAN	G
04	GROUND FLOOR PLAN	G
05	ELEVATIONS	G
06	ELEVATIONS	G
07	MATERIAL & FINISHES SCHEDULE	G
08	WINDOW ELEVATIONS	G
09	SECTIONS & DETAILS	G
10	TYPICAL DETAILS	G
11	LIGHTING PLAN	G
12	LANDSCAPE PLAN	G
13	PERSPECTIVES	G

**6 STAR ENERGY RATING REQUIREMENTS:**

- INSULATION REQUIRMENTS:**
- WALLS: **R2.5** WITH ANTI-GLARE WALL WRAP (ALL EXTERNAL WALLS)
  - R2.0** TO GARAGE INTERNAL WALLS
  - CEILING: **R5.0** CEILING INSULATION THROUGHOUT(EXCLUDING GARAGE)
  - CONCRETE WAFFLE SLAB
  - A&L ALUMINIUM FRAMED WINDOWS THROUGHOUT. UNLESS NOTED OTHERWISE
- GLAZING REQUIREMENTS:**
- WINDOWS WITH THE SAME U VALUE & SHGC VALUES AS OUTLINED IN THE ENERGY REPORT MUST BE USED ON SITE
- GENERAL NOTES:**
- ALL WINDOWS TO BE WEATHER STRIPPED
  - ALL EXTERNAL DOORS TO BE WEATHER STRIPPED
  - ALL EXHAUST FANS TO BE SEALED AND OF SELF CLOSING TYPE

**GENERAL NOTES**

 <p>Project: PROPOSED NEW RESIDENCE - MINTON PLACE ESTATE                  Location: 111 MINTON PLACE, MINTON PLACE BRIDGE                  City: VIC BUNBURY                  Phone: 08 9395 3959</p>	Scale:	Sheet Size: A3
	Job No: <b>21219</b> Date: 11/08/21 Drawing No. <b>WD02</b> Rev. <b>G</b>	
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AREA SCHEDULE		
Name	Area(m <sup>2</sup> )	Sq's
Porch	5.37 m <sup>2</sup>	0.58
Garage	33.35 m <sup>2</sup>	3.59
Residence	11.11 m <sup>2</sup>	1.20
Alfresco	215.11 m <sup>2</sup>	23.15

SITE AREA = 374m<sup>2</sup>  
 SITE COVERAGE = 215.11m<sup>2</sup> / 57.50%  
 SITE IMPERMIABILITY = 239.326m<sup>2</sup> / 63.99%

**APPROVED BUILDING PERMIT BUILDING ACT 1993**  
**PERMIT NUMBER: 8784001120817**  
**PERMIT ISSUE DATE: 13/12/2021**  
**Frank Cheng BS-L 63677**  
**CBS Building Surveying**

CONNECT ALL STORMWATER DRAINAGE TO LEGAL POINT OF DISCHARGE. FINAL LOCATION TO BE CONFIRMED ON SITE BY BUILDER

**RECYCLED WATER:**  
 THE PROPOSED RESIDENCE IS TO BE CONNECTED TO AND INSTALLED TO THE RECYCLED WATER IN ACCORDANCE WITH THE RECYCLED WATER PLUMBING GUIDE, ISSUED BY THE PLUMBING INDUSTRY COMMISSION, AS/NZS 3500 PLUMBING REGULATIONS AND LOCAL WATER AUTHORITY REQUIREMENTS AND IN ACCORDANCE WITH DEVELOPER GUIDELINES.

**RECYCLED WATER:**  
 THE DWELLING MUST INCLUDE FITTINGS AND CONNECTION(S) TO A RECYCLED WATER SYSTEM, AS SPECIFIED BY YARRA VALLEY WATER.

FENCING LOCATED ON THE SIDE AND REAR OF A STANDARD ALLOTMENT WITH NO EXPOSURE TO PUBLIC VIEW. SIDE AND REAR FENCING MUST BE COLORBOND FENCING TYPE IN GREY RIDGE COLOUR. IT MUST BE NO HIGHER THAN 1800 MILLIMETRES AND NOT CONSTRUCTED FORWARD OF BUILDING LINE. THE FENCE MUST HAVE CONSISTENT CORRUGATION.

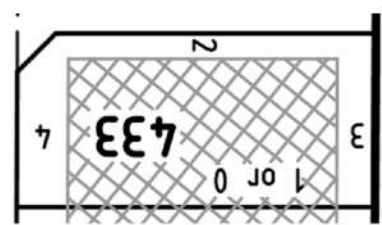
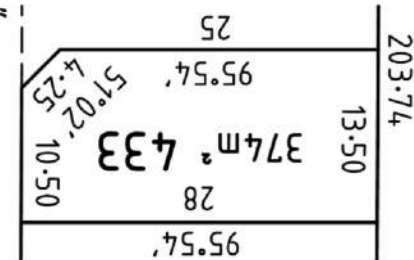
**NOTE:**  
 BUILDER TO ENSURE A CCTV INSPECTION OF THE SEWER INFRASTRUCTURE IS TO BE COMPLETED PRIOR TO THE CERTIFICATE OF OCCUPANCY.

**NOTE:**  
 TERMITE TREATMENT MUST ALSO BE REGISTERED WITH THE PESTICIDES AUTHORITY.

**NOTE:**  
 BUILDER TO REVIEW AND CONFIRM ALL LEVELS ON SITE PRIOR TO CONSTRUCTION.

**BOUNDARY / INTERNAL FENCE DETAIL**

FENCING LOCATED ON THE SIDE AND REAR OF A STANDARD ALLOTMENT WITH NO EXPOSURE TO PUBLIC VIEW. SIDE AND REAR FENCING MUST BE COLORBOND FENCING TYPE IN GREY RIDGE COLOUR. IT MUST BE NO HIGHER THAN 1800 MILLIMETRES AND NOT CONSTRUCTED FORWARD OF BUILDING LINE. THE FENCE MUST HAVE CONSISTENT CORRUGATION. STRICTLY IN ACCORDANCE WITH DEVELOPER REQUIREMENTS.



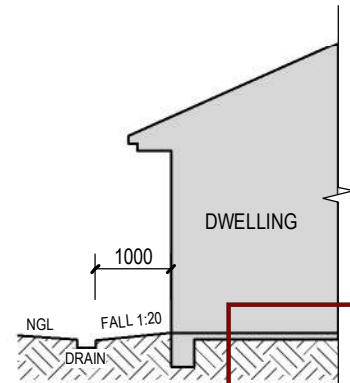
SELECTED CONCRETE DRIVEWAY. REFER TO COLOUR SCHEDULE. DRIVEWAY TO ALIGN WITH CROSSOVER AND MUST BE CONSTRUCTED WITHIN 1 YEAR OF OCCUPANCY

DRIVEWAY GRADE NOT TO EXCEED 1 IN 8

TBM: TOP OF ELECTRICITY PIT. RL 100.00m

DRIVEWAY OFFSET 600mm APPROX

**NOTE:**  
 ANY EXTERNAL FIXTURES, SHEDS, SERVICE EQUIPMENT AND/OR OTHER RELEVANT ITEMS MUST MEET THE REQUIREMENTS OF SECTION 22 OF THE MINTON PLACE DESIGN GUIDELINES.

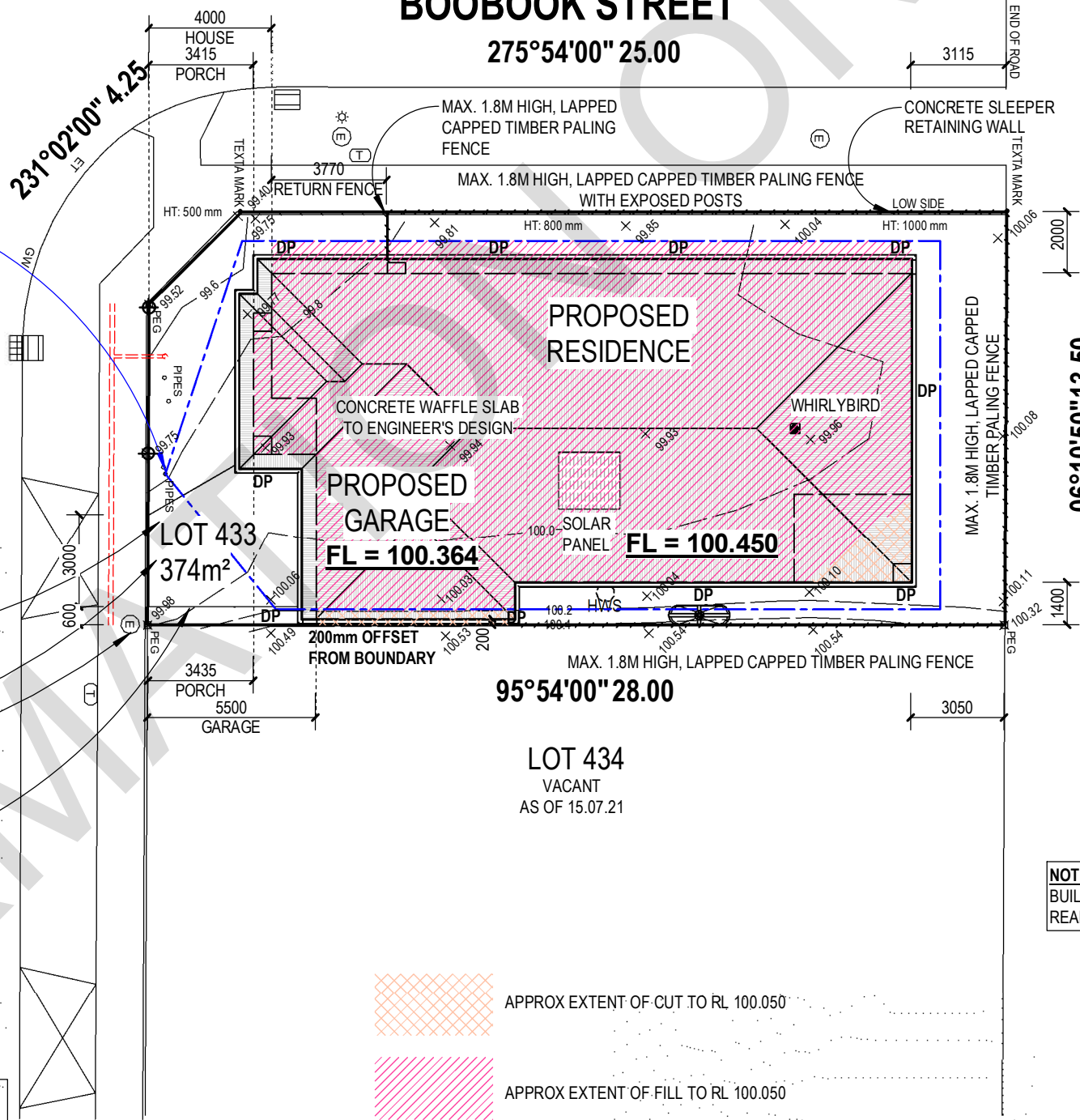


**NOTE:**  
 GRADE SURFACE AWAY FROM HOUSE FOR A MIN. DISTANCE OF 1000mm AT A MIN 1:20 FALL TO DRAIN CONNECTED TO LEGAL POINT OF DISCHARGE

**INSPECTIONS**  
**CBS BUILDING SURVEYING 0450 572 921**  
**24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS**

**NANKEEN LOOP**  
 186°10'50" 10.50

**BOOBOOK STREET**  
 275°54'00" 25.00



FENCING LOCATED ON THE SIDE AND REAR OF A STANDARD ALLOTMENT WITH NO EXPOSURE TO PUBLIC VIEW. SIDE AND REAR FENCING MUST BE COLORBOND FENCING TYPE IN GREY RIDGE COLOUR. IT MUST BE NO HIGHER THAN 1800 MILLIMETRES AND NOT CONSTRUCTED FORWARD OF BUILDING LINE. THE FENCE MUST HAVE CONSISTENT CORRUGATION.

SUBDIVISION UNDER CONSTRUCTION AS OF 15.07.21

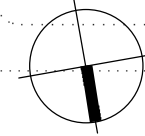
**NOTE:**  
 BUILDER TO ENSURE DWELLING IS READY NBN INSTALLATION READY

APPROX EXTENT OF CUT TO RL 100.050  
 APPROX EXTENT OF FILL TO RL 100.050

Rev	Description	Date
01	ISSUED FOR TENDER	11/08/21
02	CLIENT REQUESTED AMENDMENTS	11/08/21
03	CLIENT REQUESTED AMENDMENTS	11/08/21
04	CLIENT REQUESTED AMENDMENTS	11/08/21
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49	CLIENT REQUESTED AMENDMENTS	11/08/21
50	CLIENT REQUESTED AMENDMENTS	11/08/21

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 Sheet Size: A3  
 Job No: 21219  
 Date: 11/08/21  
 Drawing No: WD03  
 Rev: G



**SITE PLAN**

**PROVIDE BUSH FIRE PROTECTION TO THE SITE AS PER S 3959**

AREA SCHEDULE		
Name	Area(m <sup>2</sup> )	Sq's
Porch	5.37 m <sup>2</sup>	0.58
Garage	33.35 m <sup>2</sup>	3.59
Residence	165.28 m <sup>2</sup>	17.79
Alfresco	11.11 m <sup>2</sup>	1.20
	215.11 m <sup>2</sup>	23.15

**PROVIDE TERMITE PROTECTION TO THE SITE AS PER AS 3960:1**

**APPROVED BUILDING PERMIT BUILDING ACT 1993**  
**PERMIT NUMBER: 8784001120817**  
**PERMIT ISSUE DATE: 13/12/2024**  
**Frank Cheng BS-L 63677**  
**CBS Building Surveying**

CLIENT REQUESTED FRONT DOOR TO BE 2340 HIGH

Garage  
 CONCRETE  
 86mm STEP DOWN  
**FL = 100.364**

Meals  
 Living  
**FL = 100.450**

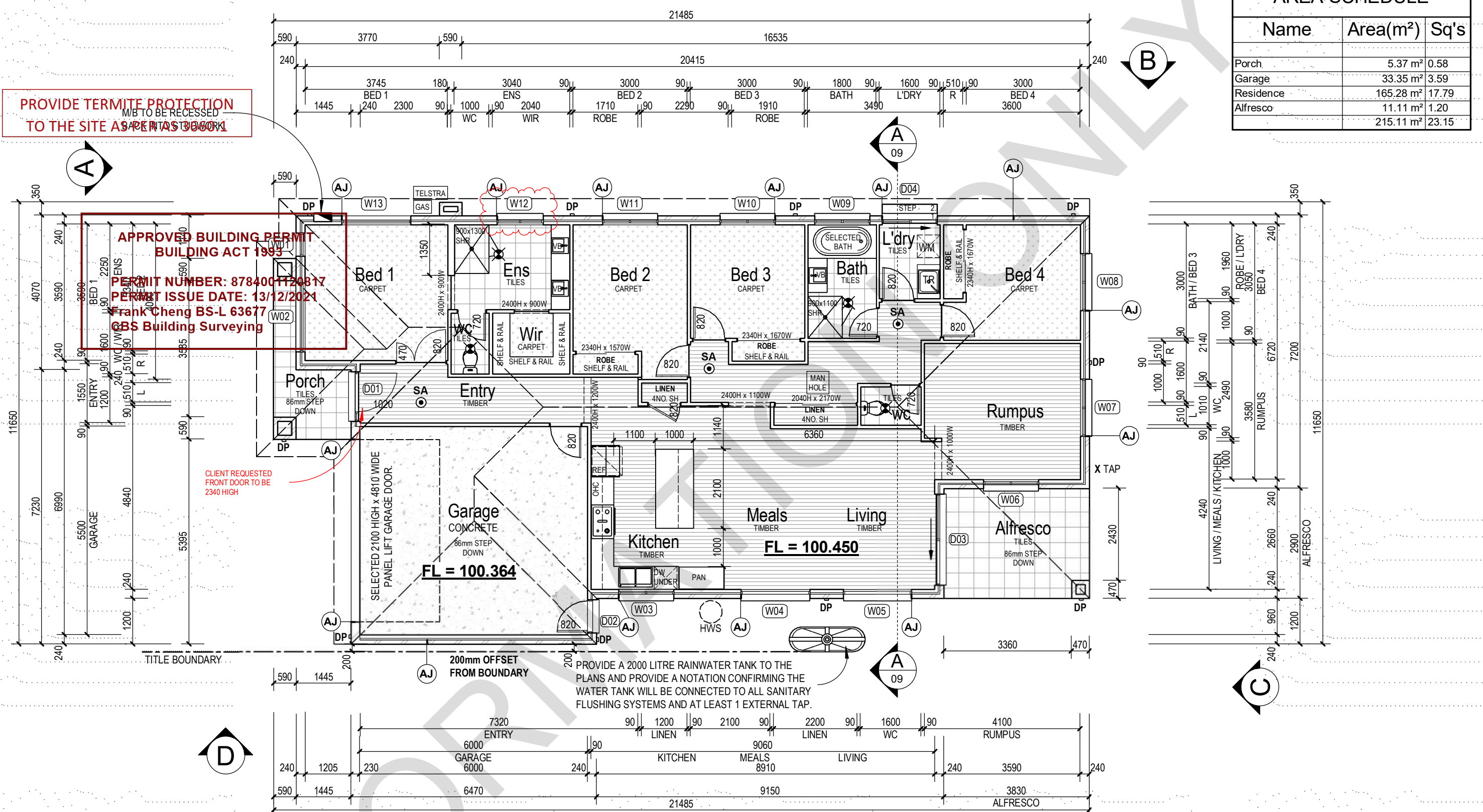
200mm OFFSET FROM BOUNDARY  
 PROVIDE A 2000 LITRE RAINWATER TANK TO THE PLANS AND PROVIDE A NOTATION CONFIRMING THE WATER TANK WILL BE CONNECTED TO ALL SANITARY FLUSHING SYSTEMS AND AT LEAST 1 EXTERNAL TAP.

**LEGEND:**

AJ	ARTICULATION JOINT	AHD	AUSTRALIAN HEIGHT DATUM	TR	LAUNDRY TROUGH
DP	DOWNPIPE	CSD	CAVITY SLIDING DOOR	T.RAIL	TOWEL RAIL
DP & RH	DOWNPIPE & RAINHEAD	OHC	OVER HEAD CUPBOARD	TRH	TOILET ROLL HOLDER
FP	FIRE PLACE	FG	FIXED GLASS	WIR	WALK-IN ROBE
FW	FLOOR WASTE	LB	LOAD BEARING	SD	SLIDING GLASS DOOR
HWS	HOT WATER SYSTEM	NGL	NATURAL GROUND LINE	BCA	BUILDING CODE OF AUSTRALIA
AC	AIR CONDITIONING	UBO	UNDER BENCH OVEN	AS	AUSTRALIAN STANDARDS
PS	PLUMBING STACK/DUCT	WO	WALL OVEN	MB	ELECTRICAL METERBOX
TBC	TO BE CONFIRMED	DW	DISHWASHER	SB	SWITCHBOARD
RL	RELATIVE LEVEL	MW	MICROWAVE	FFL	FINISHED FLOOR LEVEL
AFFL	ABOVE FINISHED FLOOR LEVEL	WM	WASHING MACHINE	ECL	FINISHED CEILING LEVEL

**INSPECTIONS**  
**CBS BUILDING SURVEYING 0450 572 921**  
**24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS**

1. PROVIDE LIFT OFF HINGES TO W.C. DOORS WHERE 1200mm BEING REQUIRED. SWING DOOR CANNOT BE ACHIEVED.  
 2. SA  
 INSTALL SMOKE DETECTORS IN ACCORDANCE WITH AS 3786 DIRECT WIRING TO ELECTRIC MAINS WITH STAND-BY POWER & TO BE INTERCONNECTED MARKED THUS ON PLANS.  
 3. ON PLAN DENOTES LOCATION OF SEALED/SELF CLOSING TYPE EXHAUST FANS. DUCTED TO OUTSIDE AIR.  
 4. ON PLAN & ELEVATION DENOTES ARTICULATION JOINTS. THESE SHALL BE PLACED AT MAX. 5.0m CTS IN STRAIGHT WALL LENGTHS OR AS SPECIFIED BY THE SOIL REPORT MAXIMUM 3.0m FROM CORNERS BUT NO CLOSER THAN 600mm. THEY MUST BE FULL HEIGHT OF WALL AND PLACED BESIDE WINDOWS AND DOORS WHERE POSSIBLE.  
 5. WATERPROOFING MEMBRANES FOR EXTERNAL ABOVE GROUND USE MUST COMPLY WITH AS 4654 PARTS 1&2



**GROUND FLOOR PLAN**

Project: PROPOSED NEW RESIDENCE - MINTON PLACE ESTATE Scale: 1 : 100 Sheet Size: A3  
 Job No: 21219  
 Date: 11/08/21  
 Drawing No. Rev. WD04 G

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ISSUANCE & REVISION:

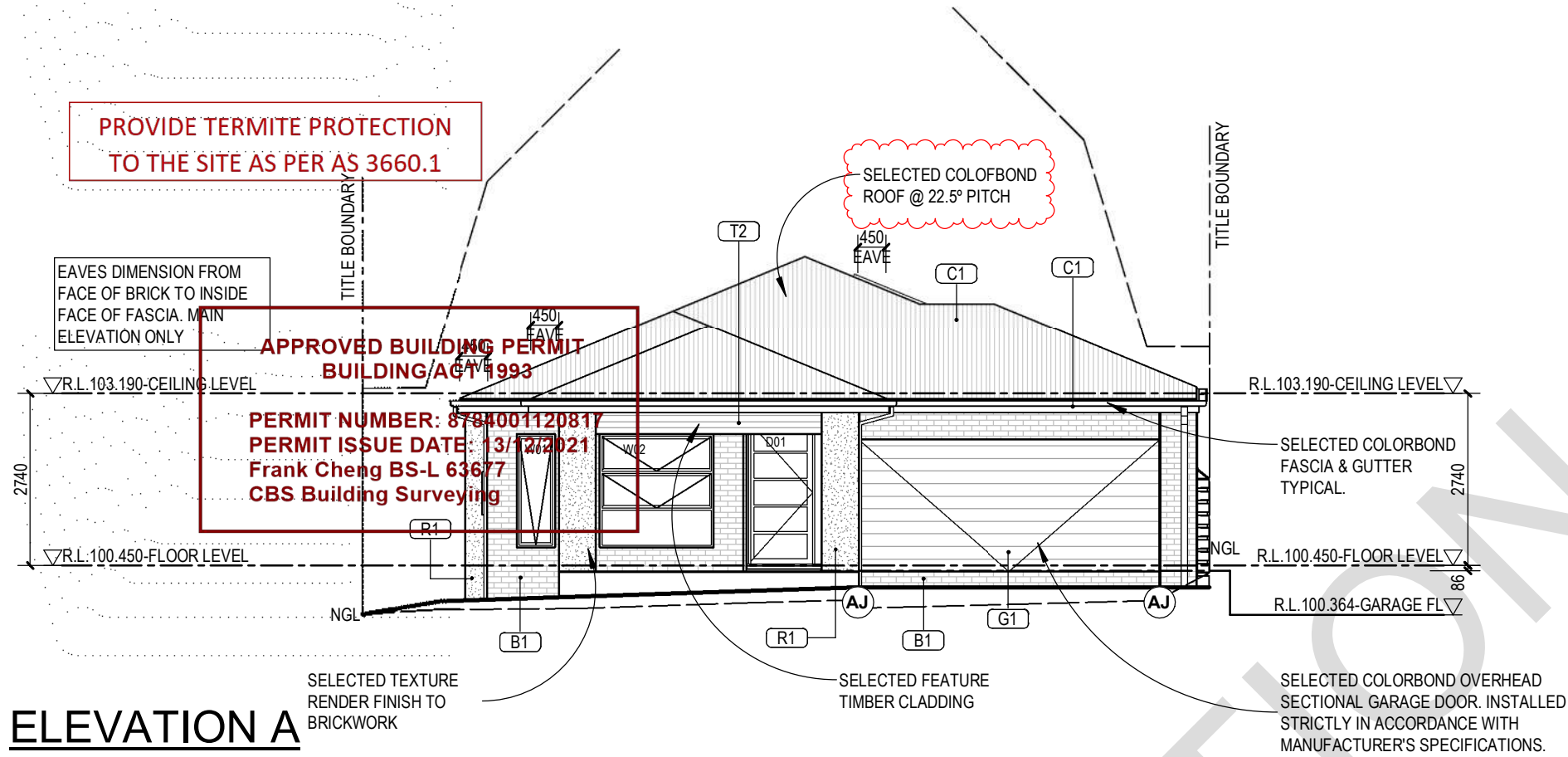
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09	CLIENT REQUESTED AMENDMENTS		
10	CLIENT REQUESTED AMENDMENTS		

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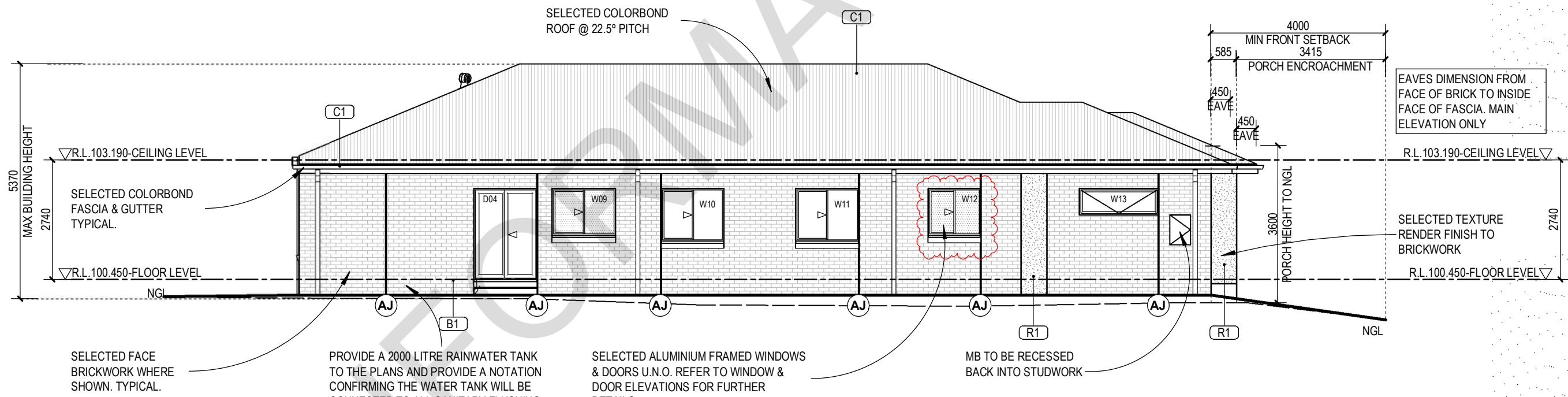
**PROVIDE BUSH FIRE PROTECTION TO THE SITE AS PER AS 3959**

**GENERAL ELEVATION NOTES:**

1. WALLS ON OR WITHIN 200MM OF BOUNDARIES TO COMPLY WITH RESCODE CLAUSE 54 A.11-13. MAX HEIGHT OF 3.6M & A MAX AVG. HEIGHT OF 3.20M. MIN 1.00M LIGHT COURT TO NEIGHBOURS HABITABLE WINDOW SHALL BE PROVIDED. NO PART OF BUILDING TO ENCROACH BOUNDARY.
2. FIRE SEPARATION OF BUILDINGS ON BOUNDARY IN ACCORDANCE WITH BCA. 3.7.1
3. RETAINING WALLS TO BE CONSTRUCTED IMMEDIATELY AFTER EXCAVATION. ALLOW 5KPa SURCHARGE ON BOUNDARY U.N.O. RETAINING WALLS TO BE CONSTRUCTED & PROTECTION NOTICE SERVED IN ACCORDANCE WITH BUILDING ACT 1993. OWNER/CONTRACTOR IS TO PROVIDE INSURANCE, SURVEY OF EXISTING CONDITIONS & NEIGHBOUR'S CONSENT FOR CONSTRUCTION IN ACCORDANCE WITH ACT. BATTERS ARE AT 45° & THATCHED OR LANDSCAPED U.N.O. CUT OFF DRAINS AT BASE OF EXCAVATION TO CONNECT TO STORM WATER DRAINS VIA SILT PIT WITH GRATED COVER.
4. PROVIDE WEEPHOLES TO BASE OF ALL BRICK VENEER WALLS & ABOVE EXTERNAL BRICK VENEER WALL OPENINGS AT EVERY 4th PERPEND. PROVIDE SUITABLE CONTINUOUS CAVITY FLASHING
5. ON PLAN & ELEVATION DENOTES ARTICULATION JOINTS. THESE SHALL BE PLACED AT MAX. 5.0m CTS IN STRAIGHT WALL LENGTHS OR AS SPECIFIED BY THE SOIL REPORT MAXIMUM 3.0m FROM CORNERS BUT NO CLOSER THAN 600mm. THEY MUST BE FULL HEIGHT OF WALL AND PLACED BESIDE WINDOWS AND DOORS WHERE POSSIBLE. CONSTRUCTION METHOD OR CHANGE OF LOCATION MUST BE APPROVED BY THE DESIGNER OR THE OWNERS. WHERE A ARTICULATION LAYOUT HAS BEEN PROVIDED BY A STRUCTURAL ENGINEER, THAT SHALL TAKE PRECEDENCE OVER ARCHITECTURAL DOCUMENTS. WHERE ARTICULATION JOINTS ARE LOCATED TO THE SIDE OF AN OPENING SUFFICIENT CLEARANCE MUST BE PROVIDED TO THE WINDOW / DOOR OPENING TO ALLOW FOR MOVEMENT.



**ELEVATION A**  
1 : 100



**ELEVATION B**  
1 : 100

**INSPECTIONS**  
**CBS BUILDING SURVEYING 0450 572 921**  
**24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS**

Issuance & Revision:

Rev	Description	By	Date
01	CLIENT REQUESTED AMENDMENTS	BD	11/08/21
02	CLIENT REQUESTED AMENDMENTS	BD	11/08/21
03	CLIENT REQUESTED AMENDMENTS	BD	11/08/21
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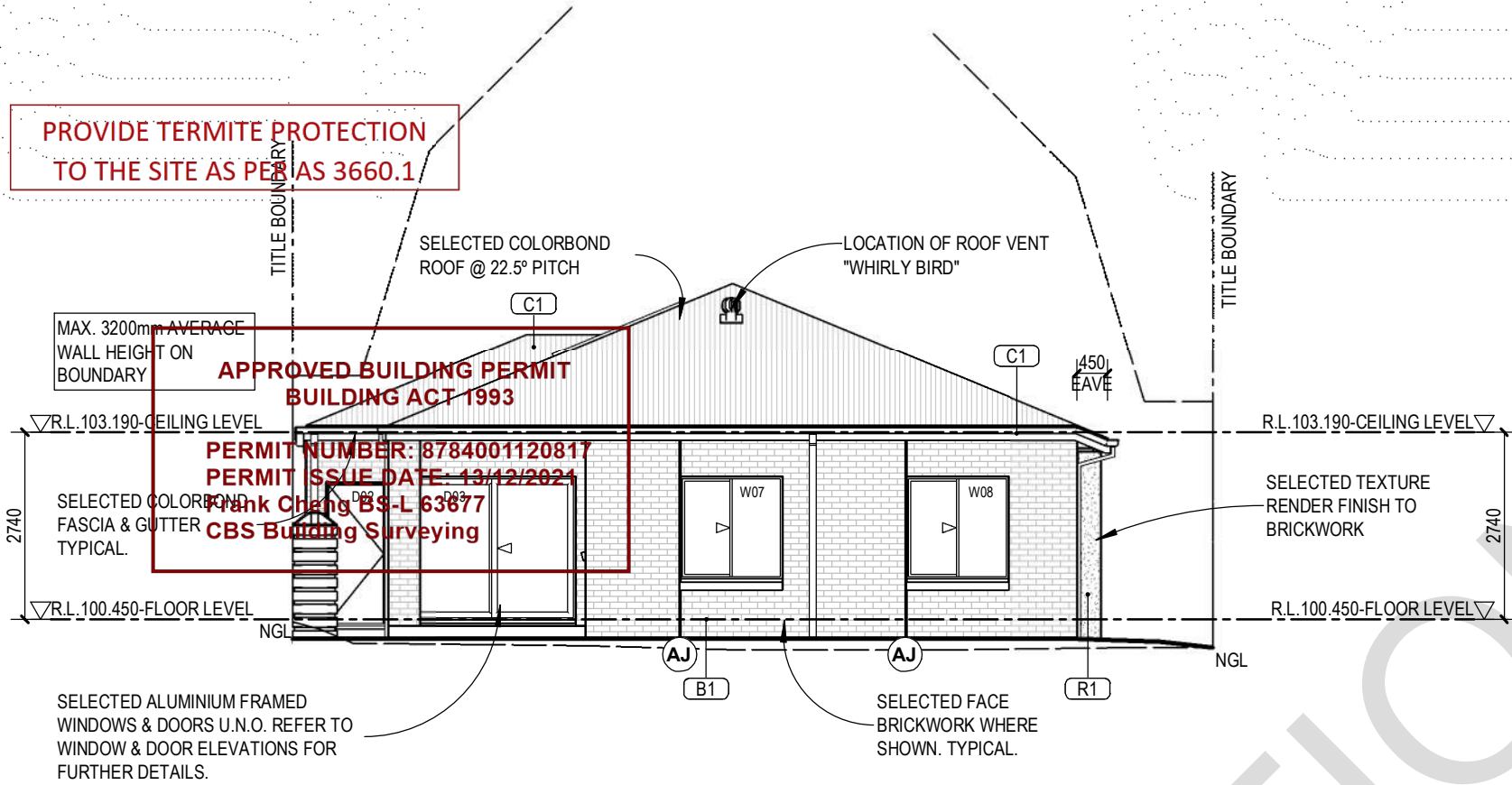
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Date: 11/08/21  
Drawing No. Rev.  
WD05 G

Project:	PROPOSED NEW RESIDENCE - MINTON PLACE ESTATE
Scale:	1 : 100
Sheet Size:	A3
Job No:	21219
Date:	11/08/21
Drawing No. Rev.	WD05 G

**PROVIDE BUSH FIRE PROTECTION TO THE SITE AS PER AS 3959**

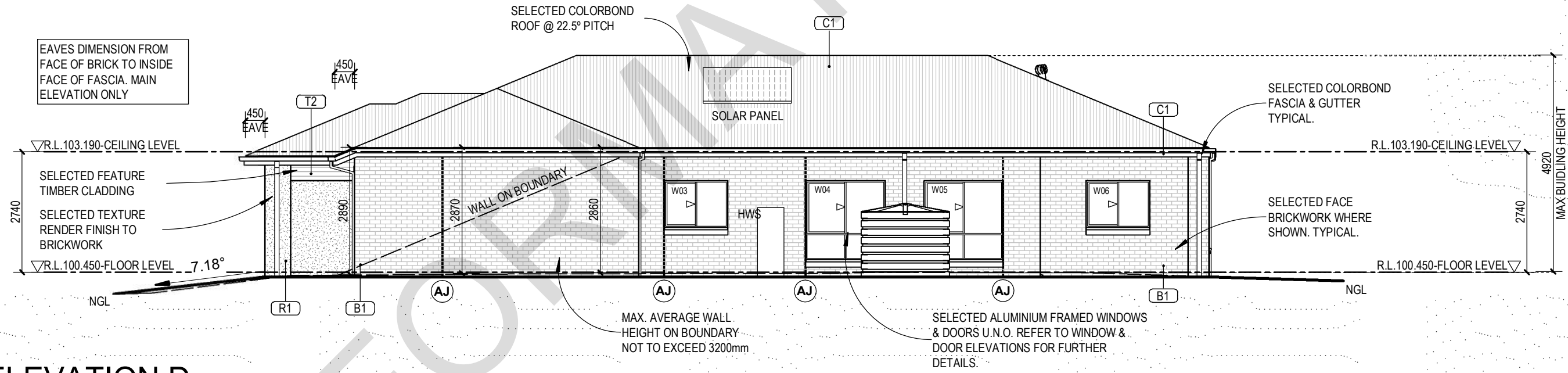
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**ELEVATION C**  
1 : 100

**GENERAL ELEVATION NOTES:**

1. WALLS ON OR WITHIN 200MM OF BOUNDARIES TO COMPLY WITH RESCODE CLAUSE 54 A.11-13. MAX HEIGHT OF 3.6M & A MAX AVG. HEIGHT OF 3.20M. MIN 1.00M LIGHT COURT TO NEIGHBOURS HABITABLE WINDOW SHALL BE PROVIDED. NO PART OF BUILDING TO ENCRACH BOUNDARY.
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4. PROVIDE WEEPHOLES TO BASE OF ALL BRICK VENEER WALLS & ABOVE EXTERNAL BRICK VENEER WALL OPENINGS AT EVERY 4th PERPEND. PROVIDE SUITABLE CONTINUOUS CAVITY FLASHING
5. ON PLAN & ELEVATION DENOTES ARTICULATION JOINTS. THESE SHALL BE PLACED AT MAX. 5.0m CTS IN STRAIGHT WALL LENGTHS OR AS SPECIFIED BY THE SOIL REPORT MAXIMUM 3.0m FROM CORNERS BUT NO CLOSER THAN 600mm. THEY MUST BE FULL HEIGHT OF WALL AND PLACED BESIDE WINDOWS AND DOORS WHERE POSSIBLE. CONSTRUCTION METHOD OR CHANGE OF LOCATION MUST BE APPROVED BY THE DESIGNER OR THE OWNERS. WHERE A ARTICULATION LAYOUT HAS BEEN PROVIDED BY A STRUCTURAL ENGINEER, THAT SHALL TAKE PRECEDENCE OVER ARCHITECTURAL DOCUMENTS. WHERE ARTICULATION JOINTS ARE LOCATED TO THE SIDE OF AN OPENING SUFFICIENT CLEARANCE MUST BE PROVIDED TO THE WINDOW / DOOR OPENING TO ALLOW FOR MOVEMENT.



**ELEVATION D**  
1 : 100

**INSPECTIONS**  
**CBS BUILDING SURVEYING 0450 572 921**  
**24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS**

**PROVIDE BUSH FIRE PROTECTION TO THE SITE AS PER PAS 3959**

Issuance & Revision:

No.	Description	By	Date
1	CLIENT REQUESTED AMENDMENTS	BD	
2	CLIENT REQUESTED AMENDMENTS	BD	
3	CLIENT REQUESTED AMENDMENTS	BD	
4	CLIENT REQUESTED AMENDMENTS	BD	
5	CLIENT REQUESTED AMENDMENTS	BD	
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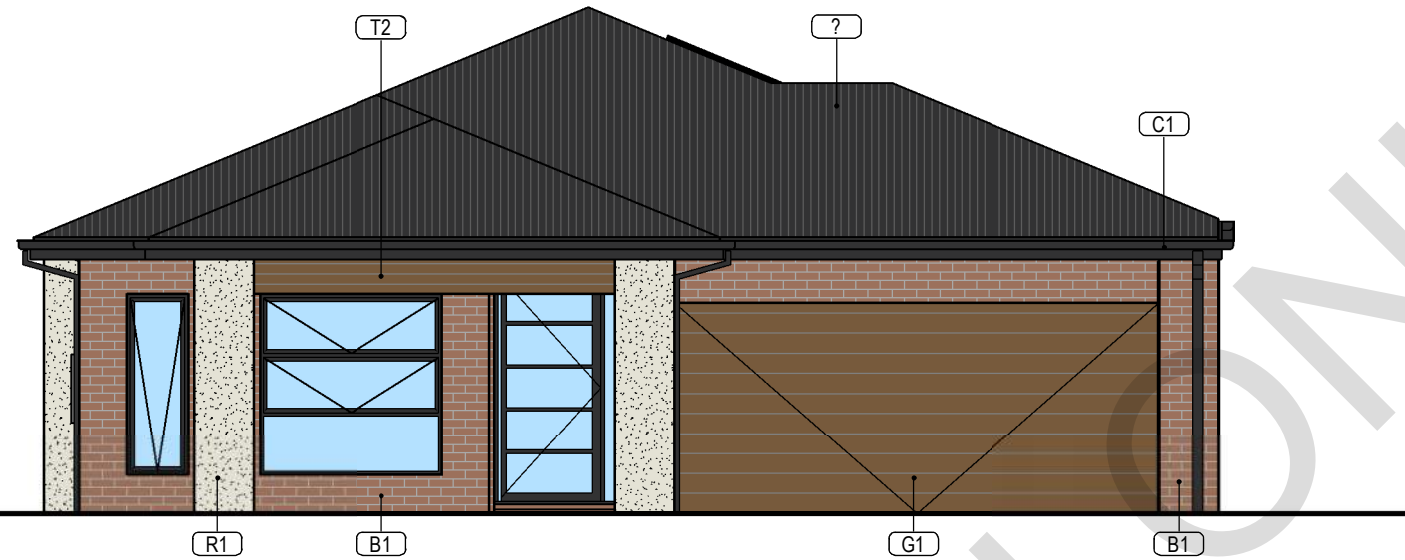
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**ELEVATIONS**

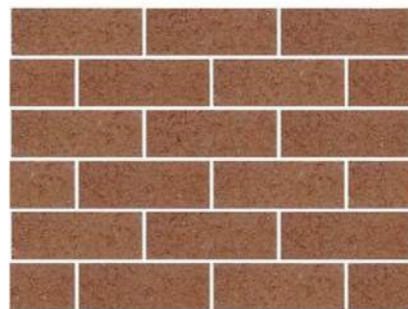
**PROVIDE TERMITE PROTECTION  
TO THE SITE AS PER AS 3660.1**

**APPROVED BUILDING PERMIT  
BUILDING ACT 1993**

**PERMIT NUMBER: 8784001120817  
PERMIT ISSUE DATE: 13/12/2021  
Frank Cheng BS-L 63677  
CBS Building Surveying**



**MATERIALS & FINISHES SCHEDULE:**



**B1** - BRICKS BY AUSTRAL, ACCESS RANGE, "CHESTNUT"



**C1** - COLORBOND MONUMENT ROOF, FASCIA / GUTTER, DOWNPIPES & WINDOW FRAMES & METERBOX



**R1** - RENDER FINISH, TEXTURED, COLOUR: COLORBOND SURFMIST



**T2** - FEATURE TIMBER FACADE CLADDING & FRONT ENTRY DOOR TO HAVE NATURAL TIMBER STAIN FINISH



**G1** - SECTIONAL GARAGE DOOR AS SELECTED, IN CLASSIC CEDAR



COLOUR THROUGH CHARCOAL COLOURED CONCRETE DRIVEWAY

**INSPECTIONS  
CBS BUILDING SURVEYING 0450 572 921  
24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS**

Issuance & Revision:

No.	Description	By	Date
1	CLIENT REQUESTED AMENDMENTS	BS	10/08/21
2	CLIENT REQUESTED AMENDMENTS	BS	10/08/21
3	CLIENT REQUESTED AMENDMENTS	BS	10/08/21
4	CLIENT REQUESTED AMENDMENTS	BS	10/08/21
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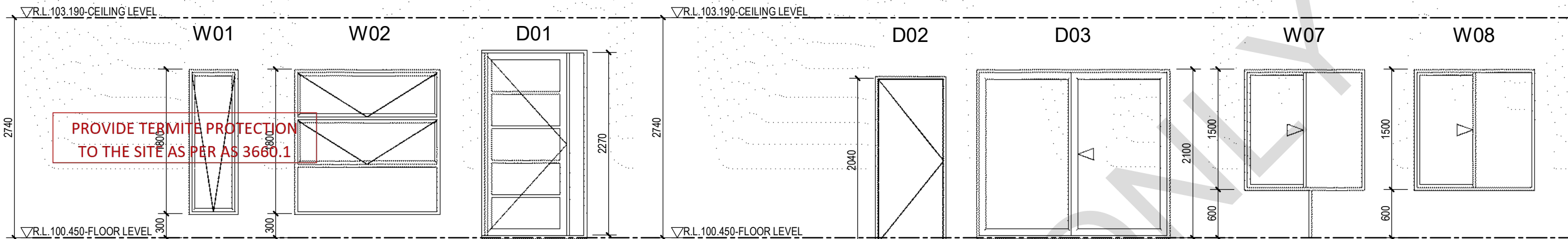
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Drawing No. Rev.  
WD07 G

**PROVIDE BUSHFIRE PROTECTION TO THE SITE AS PER AS 3959**

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**MATERIAL & FINISHES SCHEDULE**



**WINDOW ELEVATION A**

1 : 50

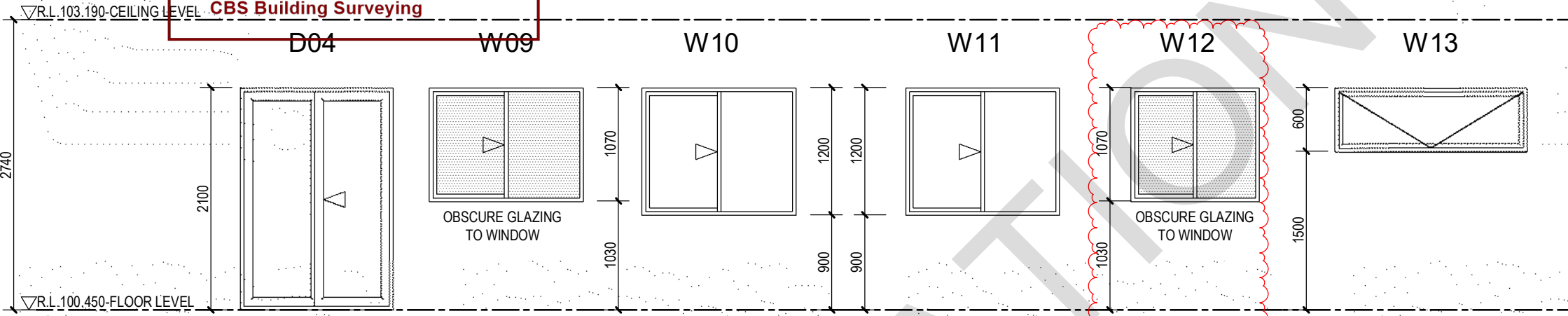
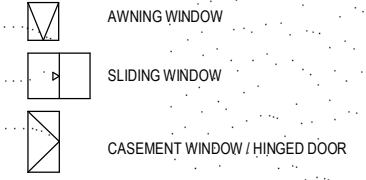
**APPROVED BUILDING PERMIT**  
**BUILDING ACT 1993**  
**PERMIT NUMBER: 8784001120817**  
**PERMIT ISSUE DATE: 13/12/2021**  
**Frank Cheng BS-L 63677**  
**CBS Building Surveying**

**WINDOW ELEVATION C**

1 : 50

**WINDOW NOTES**

1. ALL DIMENSION ARE NOMINAL & MAY DIFFER FROM MANUFACTURER TO MANUFACTURER. THE BUILDER SHALL CHECK ALL WINDOW JAMB & HEAD OPENINGS ON SITE PRIOR TO ORDERING WINDOWS.
2. ALL WINDOW ELEVATIONS ARE EXTERNAL.
3. GLASS AND GLAZING INSTALLATIONS MUST COMPLY WITH AS 1288, AS2047 AND NCC BCA PART 3.6. SAFETY GLAZING TO BE USED IN THE FOLLOWING CASES  
 ALL ROOMS - WITHIN 500mm VERTICAL OF FLOOR LEVEL.  
**BATHROOMS** - ALL GLAZING IN BATHROOMS, ENSUITS, SPA ROOMS OR THE LIKE, INCLUDING SHOWER DOORS AND SCREENS, BATH ENCLOSURES AND ASSOCIATED WINDOWS WITHIN 2000mm VERTICAL FROM THE BATH OR SHOWER BASE OR FFL.  
**LAUNDRY** - WITHIN 1200mm VERTICAL FROM FLOOR LEVEL AND/OR WITHIN 300mm VERTICAL OF TROUGH.  
**DOORWAY** - WITHIN 300mm HORIZONTAL FROM ALL DOORS.
4. ALL WINDOW FRAMES SHALL BE ALUMINIUM. SELECTED POWDERCOAT FINISH UNLESS NOTED OTHERWISE.
5. SEAL ALL GAPS WITH SUITABLE APPROVED FLEXIBLE & PAINTABLE SEALNANT.
6. REFER TO RELEVANT 6 STAR ENERGY RATING REPORT FOR ALL GLAZING & INSULATION INFORMATION.
7. ALL OPENABLE FIRST FLOOR LEVEL WINDOWS WITHIN 1700mm FROM F.F.L TO BE LIMITED / RESTRICTED TO 120mm MAX OPENING.

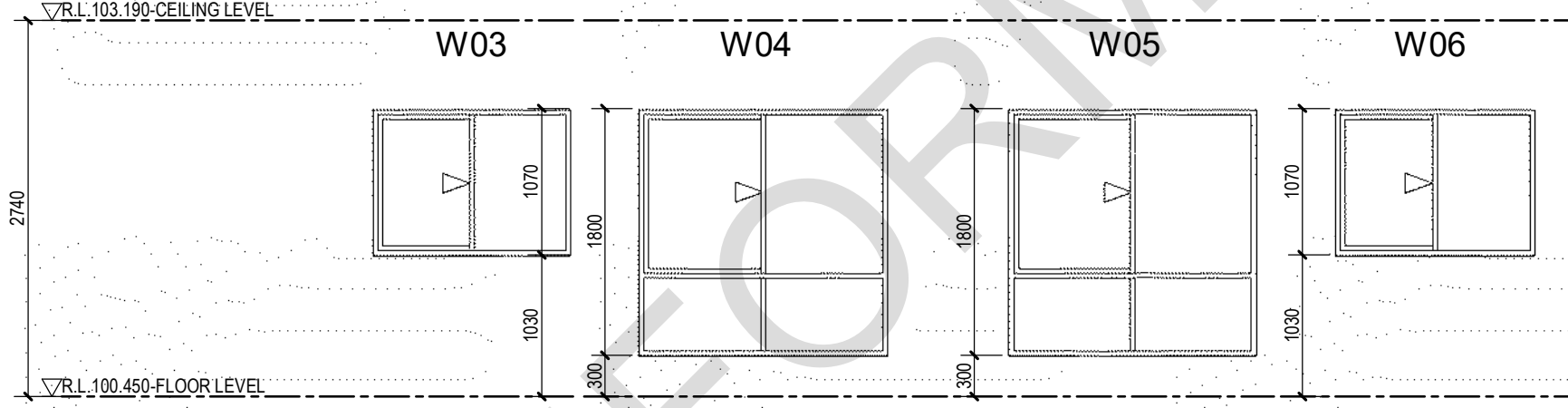


**WINDOW ELEVATION B**

1 : 50

**6 STAR ENERGY RATING REQUIREMENTS:**

- INSULATION REQUIREMENTS:**
- WALLS: R2.5 WITH ANTI-GLARE WALL WRAP (ALL EXTERNAL WALLS)
  - R2.0 TO GARAGE INTERNAL WALLS
  - CEILING: R5.0 CEILING INSULATION THROUGHOUT(EXCLUDING GARAGE)
  - CONCRETE WAFFLE SLAB
  - A&L ALUMINIUM FRAMED WINDOWS THROUGHOUT. UNLESS NOTED OTHERWISE
- GLAZING REQUIREMENTS:**
- WINDOWS WITH THE SAME U VALUE & SHGC VALUES AS OUTLINED IN THE ENERGY REPORT MUST BE USED ON SITE
- GENERAL NOTES:**
- ALL WINDOWS TO BE WEATHER STRIPPED
  - ALL EXTERNAL DOORS TO BE WEATHER STRIPPED
  - ALL EXHAUST FANS TO BE SEALED AND OF SELF CLOSING TYPE



**WINDOW ELEVATION D**

1 : 50

**INSPECTIONS**  
**CBS BUILDING SURVEYING 0450 572 921**  
**24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS**

Issuance & Revision:

No.	Description	By	Date
1	ISSUANCE		
2	CLIENT REQUESTED AMENDMENTS		
3	CLIENT REQUESTED AMENDMENTS		
4	WORKING DRAWING ISSUE		

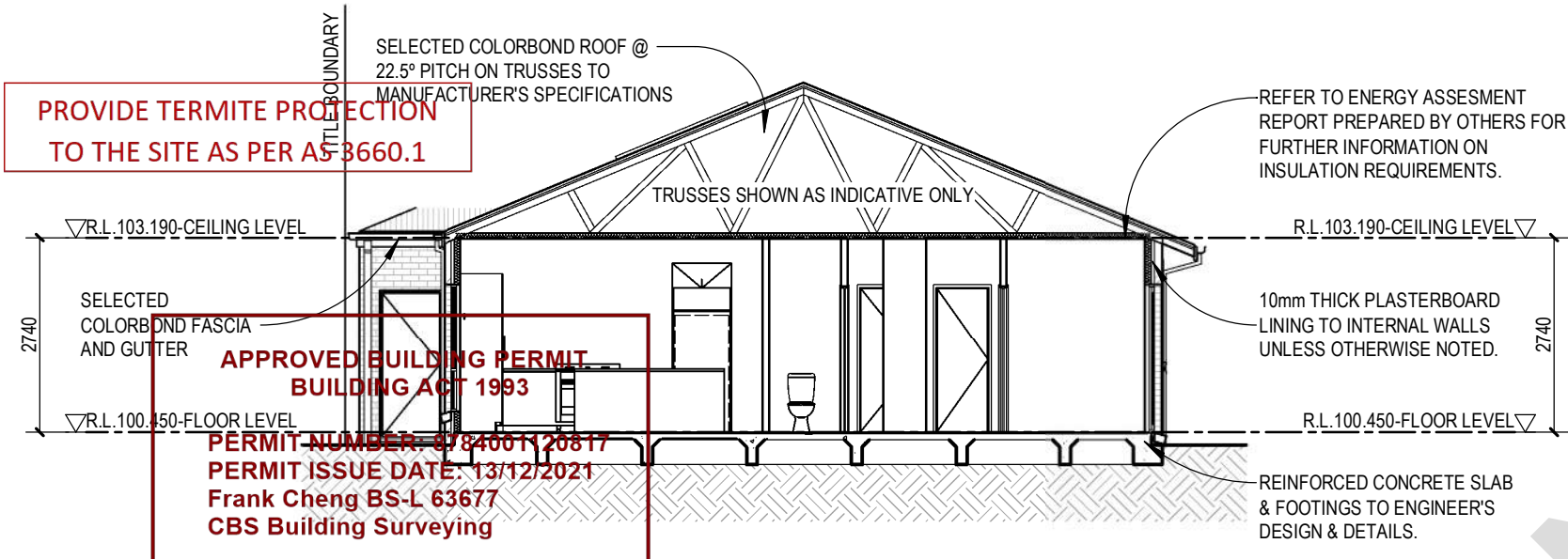
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 Scale: 1 : 50  
 Job No: 21219  
 Date: 11/08/21  
 Drawing No: WD08  
 Rev: G

**WINDOW ELEVATIONS**

**PROVIDE BUSH FIRE PROTECTION TO THE SITE AS PER AS 3959**

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**PROVIDE TERMITE PROTECTION TO THE SITE AS PER AS 3660.1**

**APPROVED BUILDING PERMIT BUILDING ACT 1993**  
**PERMIT NUMBER: 8784001120817**  
**PERMIT ISSUE DATE: 13/12/2021**  
**Frank Cheng BS-L 63677**  
**CBS Building Surveying**

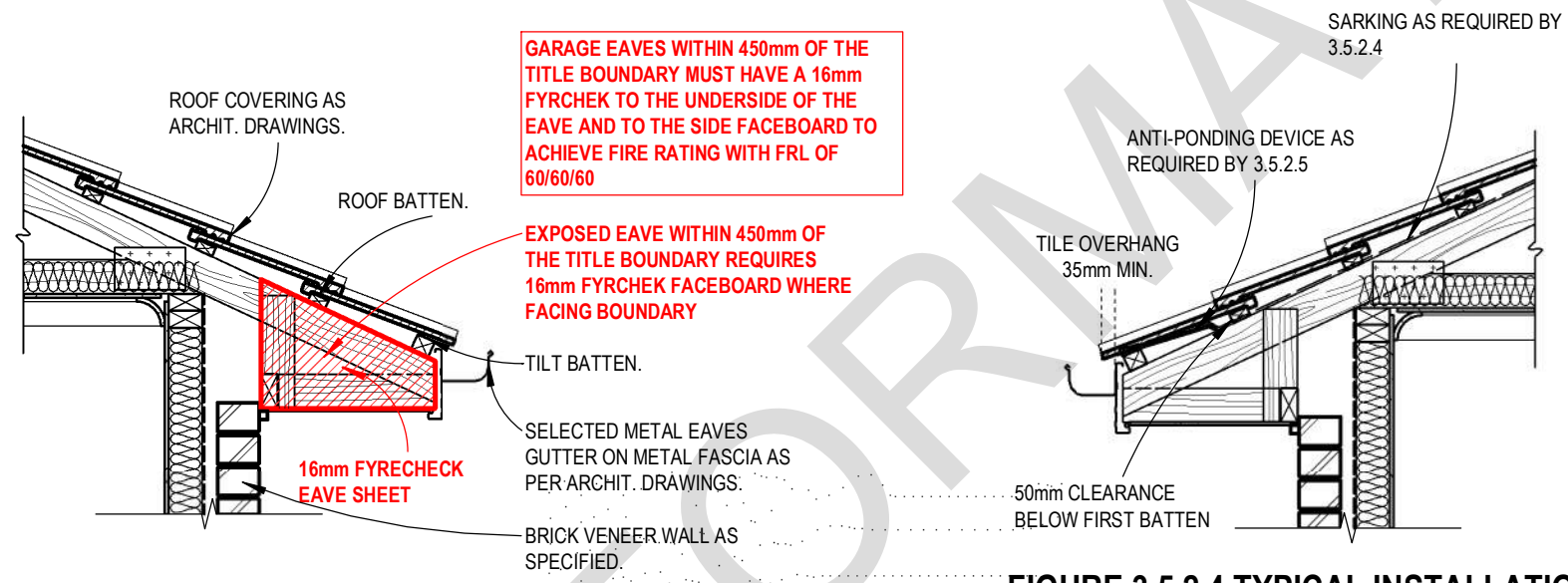
**Section A**  
1 : 100

**GENERAL FRAMING NOTES:**

1. ALL TIMBER FRAMING SHALL COMPLY TO AS1684. REFER TO STRUCTURAL ENGINEER'S DOCUMENTATION FOR MEMBER SIZES. REFER TO LOCAL AUTHORITY FOR DESIGN GUST WIND SPEED TO DETERMINE BRACING, ANCHORAGE & FIXING REQUIREMENTS.
2. **INSULATION:** PROVIDE INSULATION AS SPECIFIED BY THE ACCREDITED ENERGY ASSESSMENT OFFICER. NOTE : SISALATION TO HAVE A FLAMMABILITY INDEX NOT EXCEEDING 5.
3. **CEILING DETAILS:** CEILING HEIGHTS: REFER DRAWINGS & OR FRAMING SPECIFICATION. PROVIDE 10mm SUPA CEIL OR SIMILAR PLASTERBOARD FOR 600mm CTS, SECURELY FIXED TO 16mm FURRING CHANNELS/BATTENS / TRUSSES / STRUCTURE AT 600mm Max. CTS.
4. **SUB FLOOR DETAILS:** - IF APPLICABLE. STUMPS: 100 x 100 MIN. CONCRETE. HEIGHT/ WIDTH RATIO NOT TO EXCEED 15 REFER TO CLAUSE 2.5.4.2 & 2.5.4.4 TIMBER FRAMING CODE A.S. 1684.2 2006. BRACING TO STUMPS TO COMPLY WITH CLAUSE 8.3.5.4 AND TABLES 8.6, 8.7, 8.8, 8.9 OF THE TIMBER FRAMING CODE.
5. BEAMS BEARING ON BRICKWORK TO BE TIED DOWN WITH HOOP IRON STRAPPING CARRIED DOWN TO MIN. 1500mm & ANCHORED SECURELY. THIS METHOD OF TIE DOWN SHALL BE USED UNLESS NOTED OTHERWISE.
6. BUILDING TIE DOWNS TO BE PROVIDED IN ACCORDANCE WITH AS1684-2010. REFER TO 1684 FOR CONSTRUCTION REQUIREMENTS.

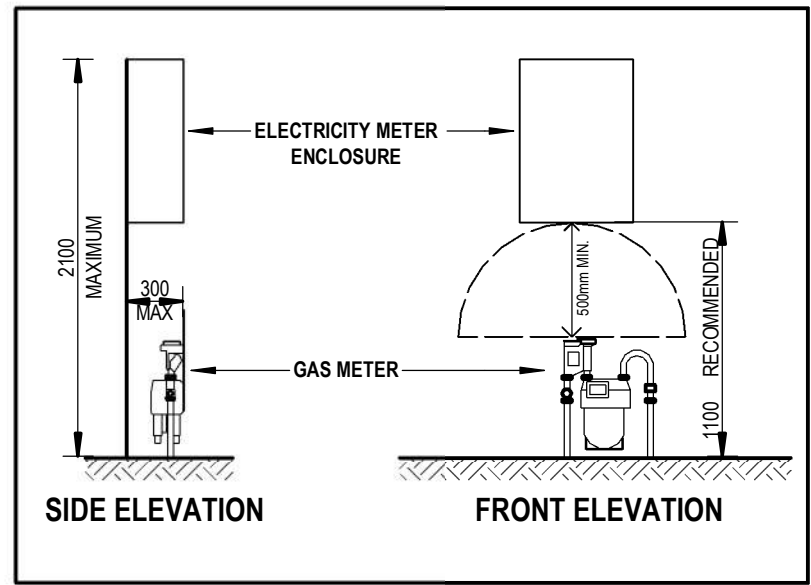
**TRUSS DESIGN NOTES:**

1. ROOF MASS EXCL. TRUSS SELF WEIGHT - 80 kg/sqm for tiled roof  
- 30 kg/sqm for metal deck roof.
2. LIVE ROOF LOAD: -  
a. GENERALLY - (18/A + 0.12)kPa WITH A Min. OF 0.25 kPa  
b. BOTTOM CHORD - 1.4 kN CONC. LOAD WHERE TRUSS DEPTH EXCEEDS 1200mm OTHERWISE 0.9kN.
3. PARALLEL SUPPORT FACTOR = 1.0 FOR ALL TRUSS MEMBERS EXCEPT TOP
4. CHORD. MAXIMUM OVERALL TRUSS DEFLECTION : - D=1/500, L=1/300.
5. MAXIMUM DEFLECTION BETWEEN PANEL POINTS: - D=1/500, L=1/300.
6. THE TRUSS MANUFACTURER IS TO SUPPLY THE BUILDER WITH 2 COMPLETE SETS OF CALCULATIONS AND DRAWINGS FOR ALL THE DIFFERENT TRUSS TYPES TOGETHER WITH A LAYOUT DIAGRAM.
7. TRUSSES NOT CONFORMING WITH THE ABOVE CRITERIA WILL BE REJECTED AT NO COST TO THE BUILDER.



**FIRE RATED EAVE ON BOUNDARY DETAIL**

**FIGURE 3.5.2.4 TYPICAL INSTALLATION OF ANTI - PONDING DEVICE BOARD**



**MINIMUM CLEARANCE FROM ELECTRICAL METER BOX TO GAS METER**

**INSPECTIONS**  
**CBS BUILDING SURVEYING 0450 572 921**  
**24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS**

Issuance & Revision:

No.	Description	By	Date
1	ISSUANCE		
2	CLIENT REQUESTED AMENDMENTS		
3	AMENDMENTS TO SUIT DEVELOPER REVIEW		
4	PROVIDE EQUIV. SECURED AMENDMENTS		
5	WORKING DRAWING ISSUE		

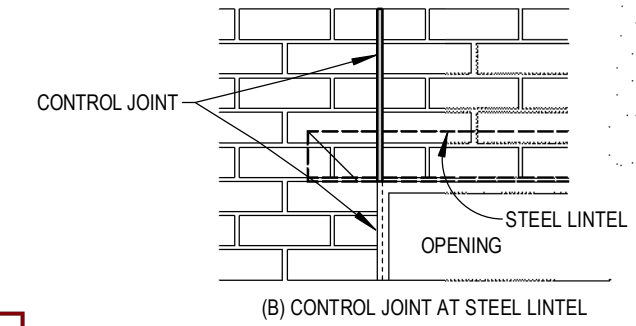
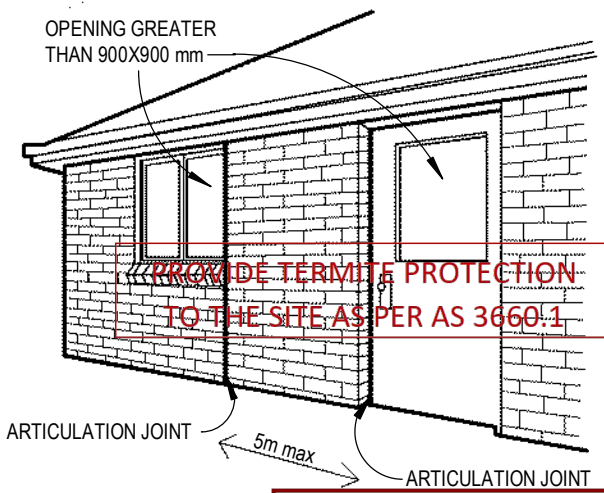
**CONTEMPORARY DESIGN CONSULTANTS**  
 A: Level 1, Suite 2, 2 Lambour Road Watsonia 3087 P: 9923 28 23  
 E: admin@cdconsultants.com.au / W: www.cdconsultants.com.au

Project: PROPOSED NEW RESIDENCE - MINTON PLACE ESTATE  
 Location: 11/1219 MINTON PLACE ESTATE, MINTON PLACE ESTATE, VIC 3191  
 Client: MIBURN HOMES  
 City: MIBURN HOMES 3959

**SECTIONS & DETAILS**

Scale: As indicated	Sheet Size: A3
Job No: 21219	Date: 11/08/21
Drawing No. WD09	Rev. G

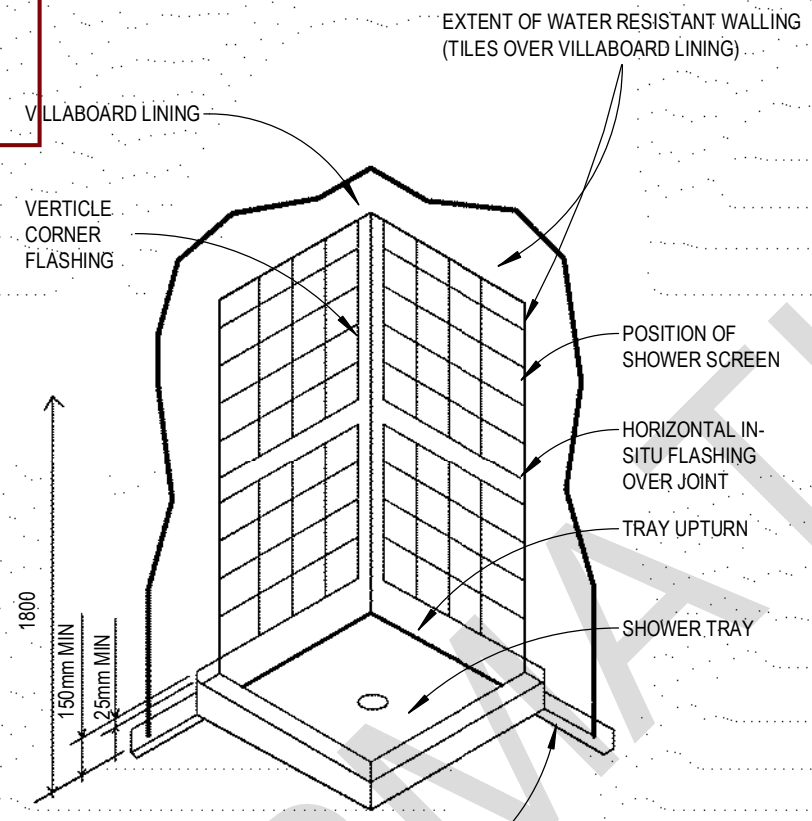
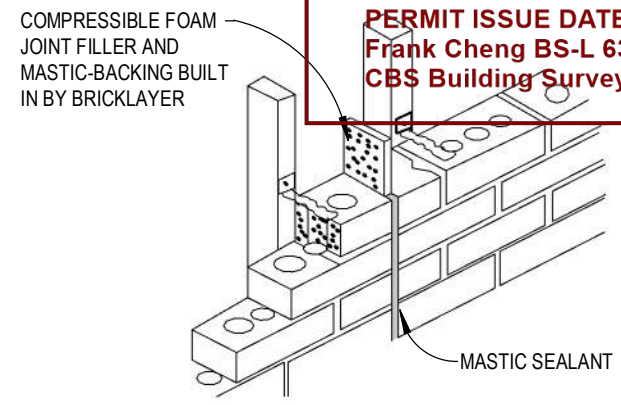
**PROVIDE BUSH FIRE PROTECTION TO THE SITE AS PER AS 3959**



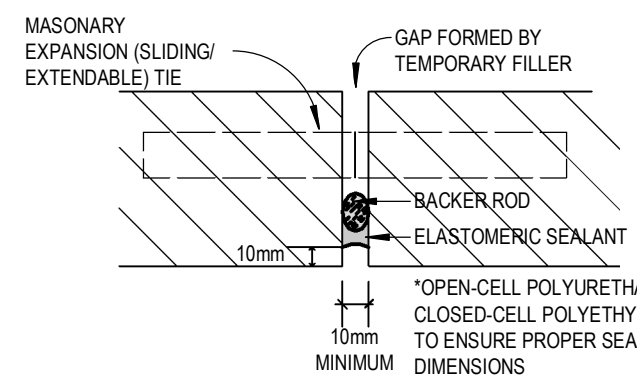
**ARTICULATION JOINT - DETAIL 1**

**ARTICULATION JOINT STEEL / WINDOW DETAIL 5**

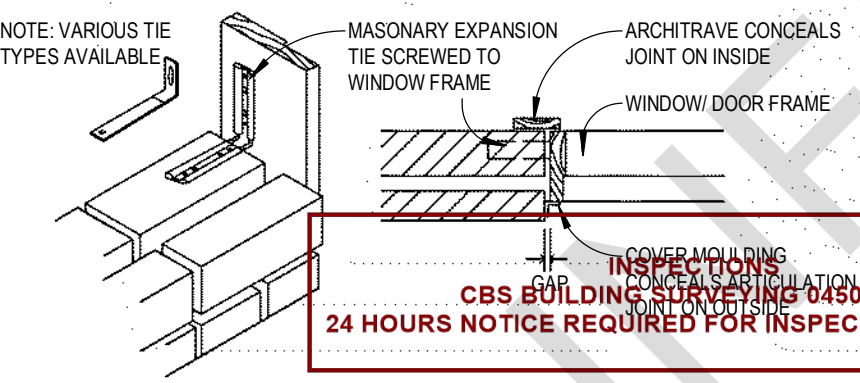
**PERMIT NUMBER: 8784001120817**  
**PERMIT ISSUE DATE: 13/12/2021**  
**Frank Cheng BS-L 63677**  
**CBS Building Surveying**



**ARTICULATION JOINT - DETAIL 2**

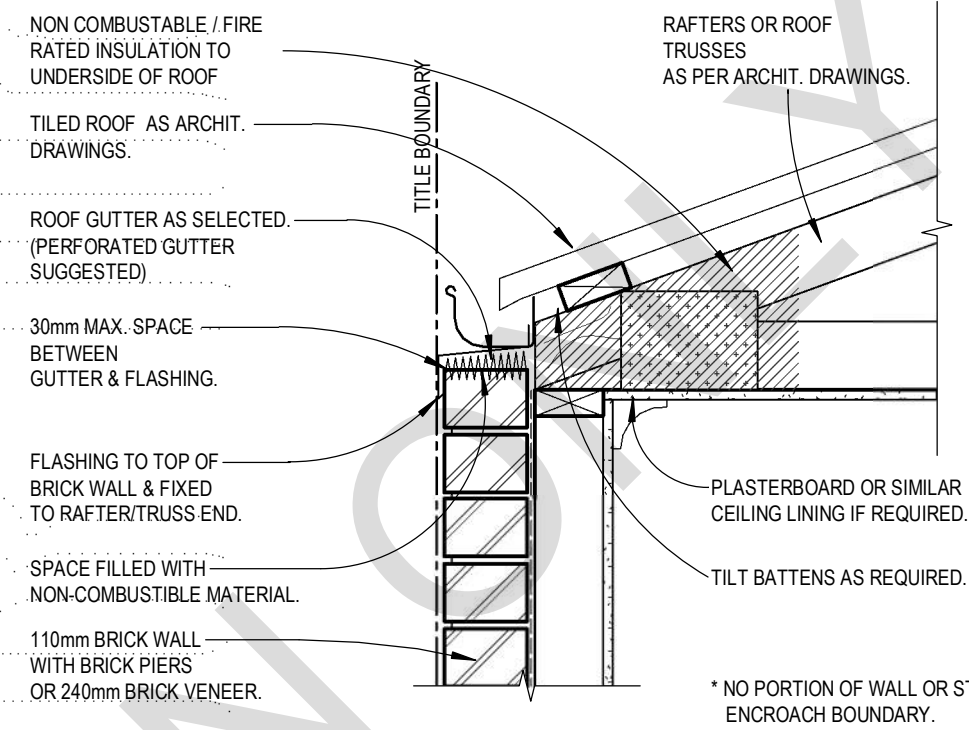


**ARTICULATION JOINT - DETAIL 3**



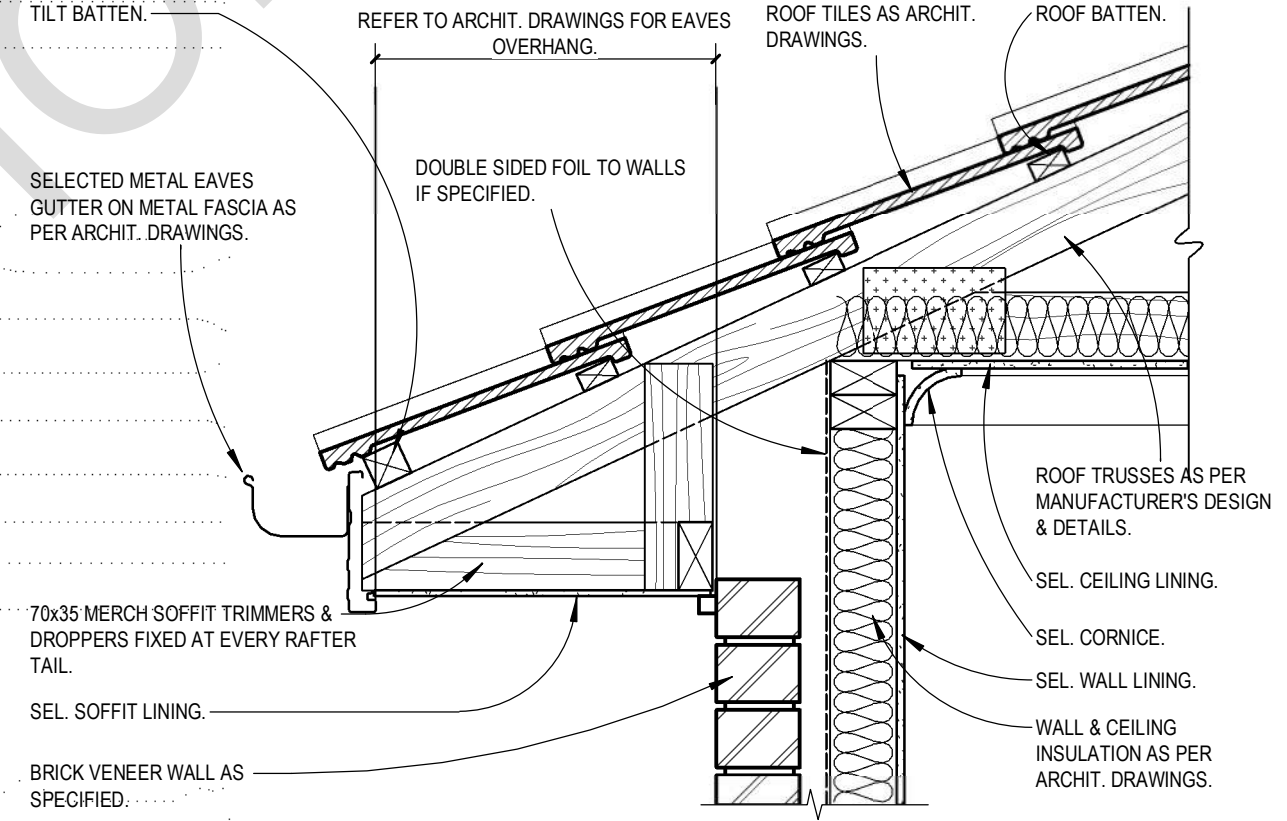
**ARTICULATION JOINT - DETAIL 4**

**INSPECTIONS**  
**CBS BUILDING SURVEYING 0450 572 921**  
**24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS**



**Wall on Boundary Gutter Detail (Brick Veneer)**

1:10



**Tiled Pitch Roof, Boxed Eave & Brick Veneer Wall Detail**

1:10

**TYPICAL SHOWER WATERPROOFING DETAIL**

**TYPICAL DETAILS**

Issuance & Revision:

Rev	Description	Date
01	ISSUANCE	11/08/21
02	AMENDMENTS TO SUIT DEVELOPER REVIEW	11/08/21
03	AMENDMENTS TO SUIT DEVELOPER REVIEW	11/08/21
04	AMENDMENTS TO SUIT DEVELOPER REVIEW	11/08/21
05	AMENDMENTS TO SUIT DEVELOPER REVIEW	11/08/21
06	AMENDMENTS TO SUIT DEVELOPER REVIEW	11/08/21
07	AMENDMENTS TO SUIT DEVELOPER REVIEW	11/08/21
08	AMENDMENTS TO SUIT DEVELOPER REVIEW	11/08/21
09	AMENDMENTS TO SUIT DEVELOPER REVIEW	11/08/21
10	AMENDMENTS TO SUIT DEVELOPER REVIEW	11/08/21

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 Scale: 1:10  
 Job No: 21219  
 Date: 11/08/21  
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 Rev. G

Sheet Size: A3  
 Job No: 21219  
 Date: 11/08/21  
 Drawing No. WD10  
 Rev. G

**PROVIDE BUSH FIRE PROTECTION TO THE SITE AS PER AS 3959**

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# ELECTRICAL & SERVICES LEGEND

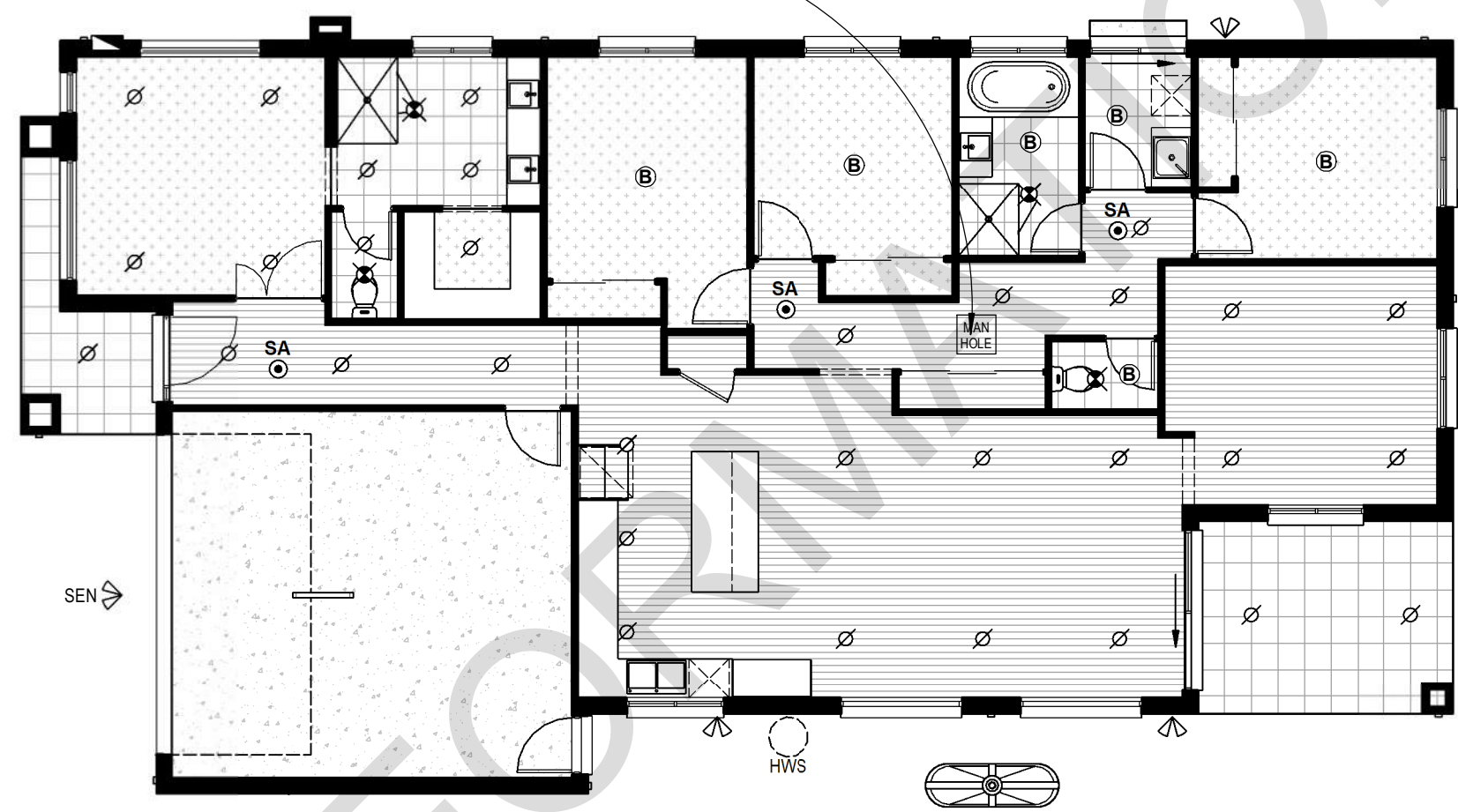
	SINGLE POWER POINT AT 300	XD	DIMMER SWITCH		T.V. POINT 'C' WHERE SHOWN DENOTES CABLE CONNECTION.		UP / DOWN LIGHT. SUPPLIED BY CLIENT INSTALLED BY BUILDER
	DOUBLE POWER POINT AT 300	P M D	"P" TELEPHONE POINT 'M' WHERE SHOWN DENOTES MODEM POINT 'D' WHERE SHOWN DENOTES DATA POINT.		HWS		WALL / STEP LIGHT
	SINGLE POWER POINT AT 1050		FLOOD LIGHT 'SEN' WHERE SHOWN DENOTES SENSOR ATTACHED.		EXHAUST FAN, LIGHT AND HEATER UNIT	WP	DENOTES WATERPROOF OUTLET WHERE SHOWN
	DOUBLE POWER POINT AT 1050	2W	2 WAY SWITCH		JB	OPEN	SELECTED PENDANT LIGHT. SUPPLIED BY CLIENT INSTALLED BY BUILDER
	DOUBLE POWER POINT AT 1350		EXHAUST FAN			SEN	WHERE SHOWN INDICATES LIGHT ON SENSOR
	SINGLE POWER POINT AT 1650		FLUORESCENT TUBE				
	LED DOWNLIGHT	M/B	METERBOX				
	LED OYSTER		LIGHT AND EXHAUST FAN COMBO				
	BATTEN LIGHT						

PROVIDE TERMITE PROTECTION TO THE SITE AS PER AS 3600.1

**APPROVED BUILDING PERMIT  
BUILDING ACT 1993**

**PERMIT NUMBER: 8784001120817**  
**PERMIT ISSUE DATE: 13/12/2021**  
**Frank Cheng BS-L 63677**  
**CBS Building Surveying**

CONTRACTOR TO ALLOW POWER & BATTEN LIGHT IN CEILING SPACE



## FLOOR FINISHES LEGEND

- NATURAL CONCRETE FINISH
- SELECTED TILED FINISH
- SELECTED CARPET
- SELECTED FLOATING TIMBER FLOORING

**32 TOTAL LED**

**INSPECTIONS**  
**CBS BUILDING SURVEYING 0450 572 921**  
**24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS**

Issuance & Revision:

No.	Description	By	Date
01	201921 CLIENT REQUESTED AMENDMENTS	BD	
02	201921 AMENDMENTS TO SUIT DEVELOPER REVIEW	SR	
03	201921 CLIENT REQUESTED AMENDMENTS	BD	
04	201921 WORKING DRAWING ISSUE	BD	

**CONTEMPORARY DESIGN CONSULTANTS**

A: Level 1, Suite 2, 2 Lambour Road Watsonia 3087 P: 9923 28 23  
E: admin@cdconsultants.com.au / W: www.cdconsultants.com.au

Project: PROPOSED NEW RESIDENCE - MINTON PLACE ESTATE  
Client: VICBAURNE HOMES  
Address: 13 MINTON PLACE, VICBAURNE VIC 3195

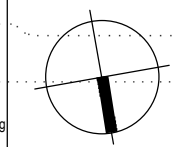
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Job No: 21219

Date: 11/08/21

Drawing No. Rev.  
**WD11 G**



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## LIGHTING CALCULATOR

ARTIFICIAL LIGHTING TO COMPLY WITH BCA PART 3.12.5.5. MAX 5 WATTS PER m<sup>2</sup> FOR DWELLINGS, 3 WATTS PER m<sup>2</sup> FOR GARAGES & 4 WATTS PER m<sup>2</sup> FOR PORCHES

**MAXIMUM ALLOWED LIGHTING:**

RESIDENCE (5w / 165.98m <sup>2</sup> )	829.9 watts
PORCH (4w / 4.51m <sup>2</sup> )	18.04 watts
GARAGE (3w / 36.05m <sup>2</sup> )	108.15 watts

**PROPOSED LIGHTING:**

RESIDENCE (5w / m <sup>2</sup> ) 32 x 12w LED	384 watts
PORCH (4w / m <sup>2</sup> ) 1 X 12W LED	12 watts
GARAGE (3w / m <sup>2</sup> ) 1 X 36W FLURO	36 watts

## LIGHTING PLAN

TOTAL FRONT YARD AREA 68.50m<sup>2</sup>  
 NON PERMIABLE AREA = 24m<sup>2</sup> / 35.1%  
 PERMIABLE AREA = 44.5m<sup>2</sup> / 64.90%

**PROVIDE TERMITE PROTECTION TO THE SITE AS PER AS 3600**  
 1No. PISTACIA  
 1No. 3600mm HIGH WHEN PLANTED

THE FRONT YARD MUST INCORPORATE GARDEN BEDS WITH AT LEAST 20 SHRUBS FROM A 150MM POT OR LARGER.

BRIGHTLY COLOURED OR COARSELY TEXTURED WOOD MULCHES AND BRIGHTLY COLOURED PEBBLES ARE NOT PERMITTED

ALL GARDEN BED AREAS WITHIN THE FRONT GARDEN AREA MUST BE EDGED USING TIMBER, MASONRY OR STEEL EDGING MATERIALS

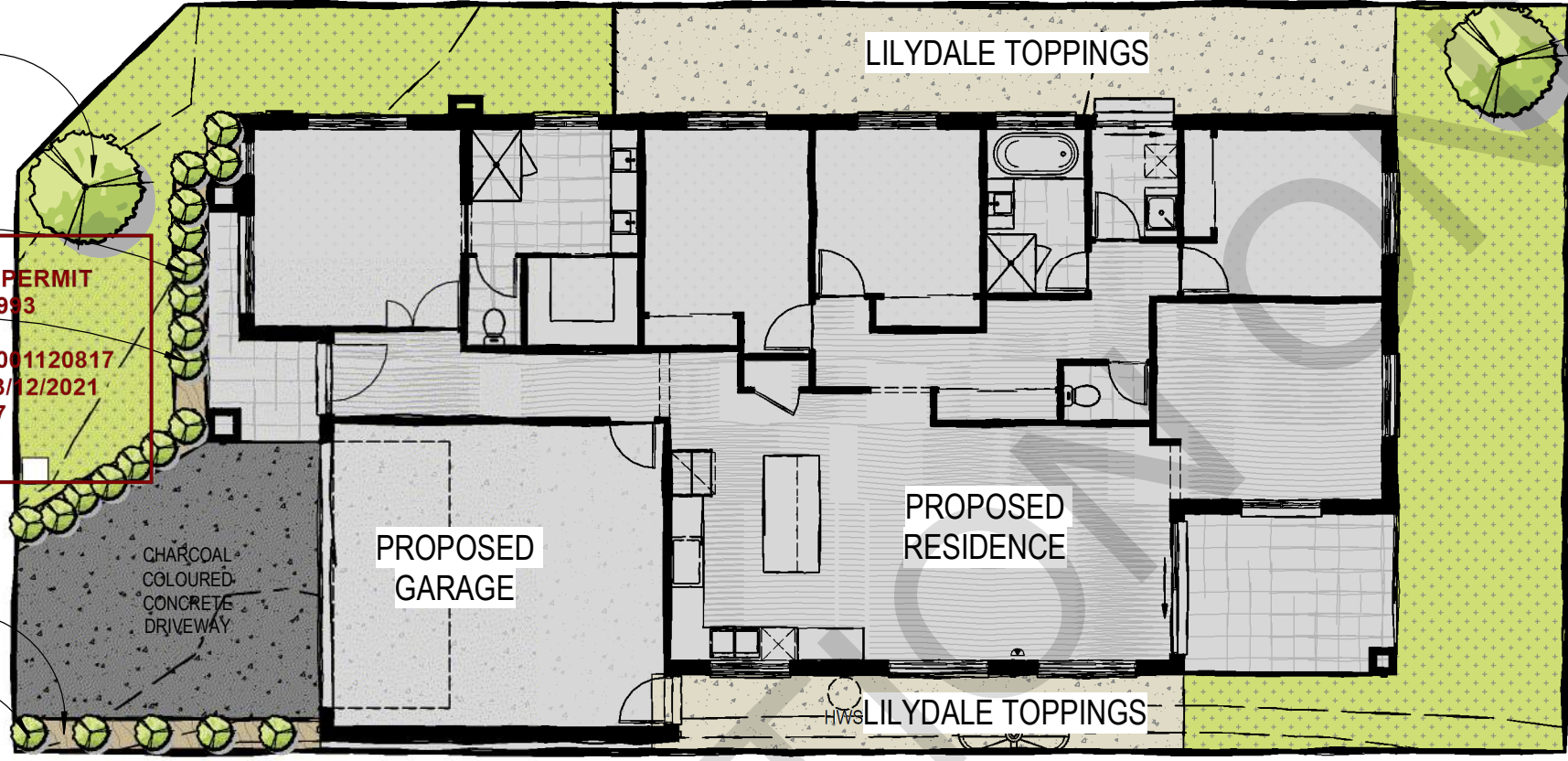
NATURE STRIPS MUST ACHIEVE NEAT AND EVEN GRASS COVERAGE AND ANY DAMAGE CAUSED DURING CONSTRUCTION OF THE DWELLING MUST BE RECTIFIED. ARTIFICIAL TURF IS NOT PERMITTED IN THE NATURE STRIP.

**APPROVED BUILDING PERMIT BUILDING ACT 1993**  
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**CBS Building Surveying**  
 LETTERBOX

GARDEN BED

MIN. 600mm WIDE GARDEN BED

5No. SHRUBS "TALL HEDGE"



1No. WILDFIRE BOTTLEBRUSH. MIN 2m HIGH WHEN PLANTED

ENSURE SELECTED PLANTS HAVE A NON INTRUSIVE ROOT SYSTEM OR CAUSE SAGNIFICANT OVERSHADOWING

ENSURE VEGETATION IS DROUGHT TOLERANT AND AUSTRALIAN NATIVE

WATER MAIN LOCATION TO BE CONFIRMED ON SITE. PROVIDE SCREENING AS REQUIRED BY DEVELOPER

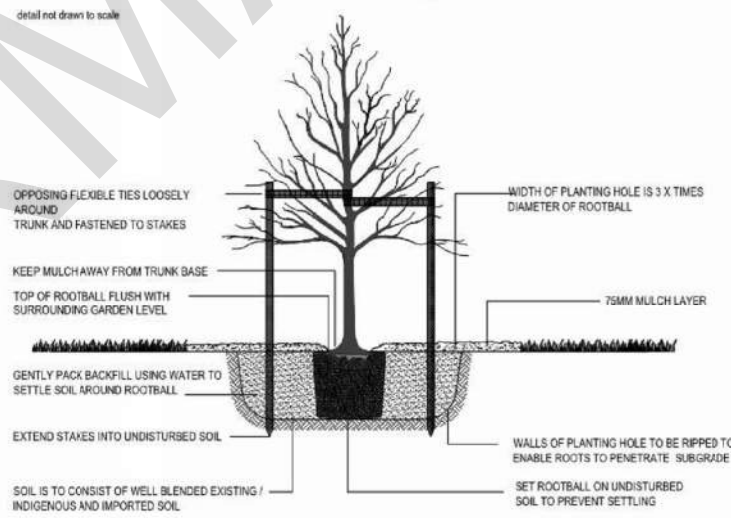


**NOTES**

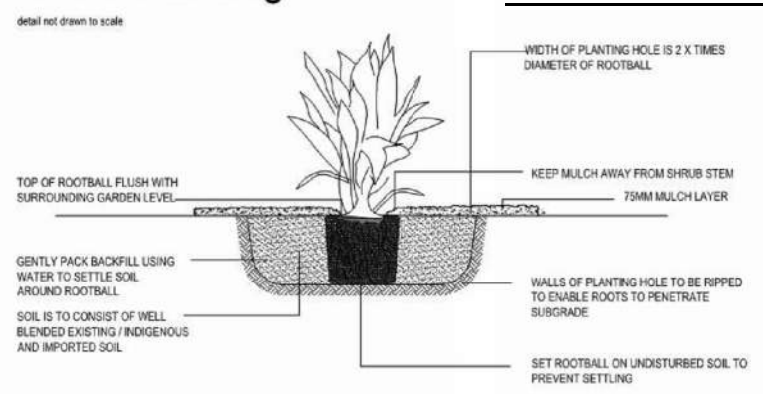
- ANY LAWN AREAS TO BE DONE IN A DROUGHT TOLERANT SPECIES LIKE 'SIR WALTER BUFFALO' OR A COUCH OR KIKUYU SPECIES.
- ALL GARDEN BEDS TO BE CULTIVATED TO A DEPTH OF 200 TO 300MM AND IN HEAVY CLAY SOILS APPLY 2KG GYPSUM PER SQUARE METER OF GARDEN BED OR LAWN AREA. ORGANIC PLANTING MIX OR COMPOST WITH ORGANIC FERTILISER ADDED SHOULD BE MIXED IN WITH THE EXISTING SOIL.
- IMPORTED TOP SOIL SHOULD BE A HIGH QUALITY GARDEN BLEND CONSISTING OF 70% TOPSOIL AND 30% ORGANIC MATTER.
- IN HEAVY SOILS AND AT THE BASE OF PLANTING STRUCTURES, AGG-DRAINS ARE TO BE INSTALLED AND CONNECTED TO STORM WATER.
- IF THE CLIENT IS TO PURCHASE AND INSTALL THE PLANTING THEMSELVES IT IS RECOMMENDED THAT ALL PLANT MATERIAL BE SOURCED FROM A REPUTABLE NURSERY AND IS DISEASE FREE, TRUE TO SPECIES TYPE AND IN ITS NOMINATED CONTAINER SIZE. PLANT SIZE SHOULD NOT EXCEED THE POT SIZE AS THIS SUGGESTS UNNATURAL GROWING CONDITIONS AND WILL RESULT IN POOR ADAPTATION TO ITS NEW HABITAT. TREES SHALL HAVE A DEVELOPED STRAIGHT STEM AND TRUNK CALLIPER. SHRUBS SHALL HAVE A SINGLE LEADING SHOOT THAT IS WELL FURNISHED WITH BUDS AND LEAVES, GROUND COVERS SHALL HAVE A STRONG PRIMARY SHOOT WITH DEVELOPING SECONDARY SHOOTS.
- ALL PLANTING AREAS ARE TO BE IMMEDIATELY SOAKED WITH WATER, AND MULCHED THOROUGHLY AND EVENLY WITH A MINIMUM OF 100MM THICK COVER OF A FINE GRADE OF PINE BARK OR A SUITABLE ALTERNATIVE FROM A RENEWABLE RESOURCE.
- ALL PLANTING AREAS TO BE FERTILISED WITH AN ORGANIC SLOW RELEASE FERTILISER AS PER THE MANUFACTURERS INSTRUCTIONS. ANY NATIVE PLANTED AREAS ARE TO BE FERTILISED WITH AN ALTERNATIVE PRODUCT THAT IS SUITABLE FOR NATIVE PLANTS. IT IS RECOMMENDED THAT A WEAK FERTILISER BE APPLIED TO ALL PLANTING AREAS.

**PHOTOS NOT REQUIRED FOR INSPECTION BOOKINGS**

**Advanced Tree Planting**



**Shrub Planting**



**LETTERBOX DETAIL**

**CONTEMPORARY**  
DESIGN CONSULTANTS  
A: Level 1, Suite 2, 2 Lambour Road Watsonia 3087 P: 9923 28 23  
E: admin@cdconsultants.com.au / W: www.cdconsultants.com.au

Project: PROPOSED NEW RESIDENCE - MINTON PLACE ESTATE

**PROVIDE BUSH FIRE PROTECTION TO THE SITE AS PER AS 3959**

Scale: As indicated

Sheet Size: A3

Job No: 21219

Date: 11/08/21

Drawing No. Rev.

**WD12 G**

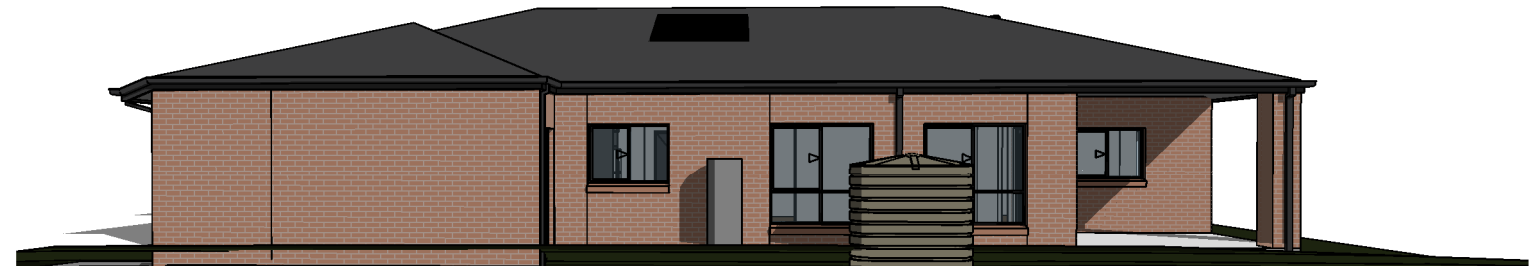
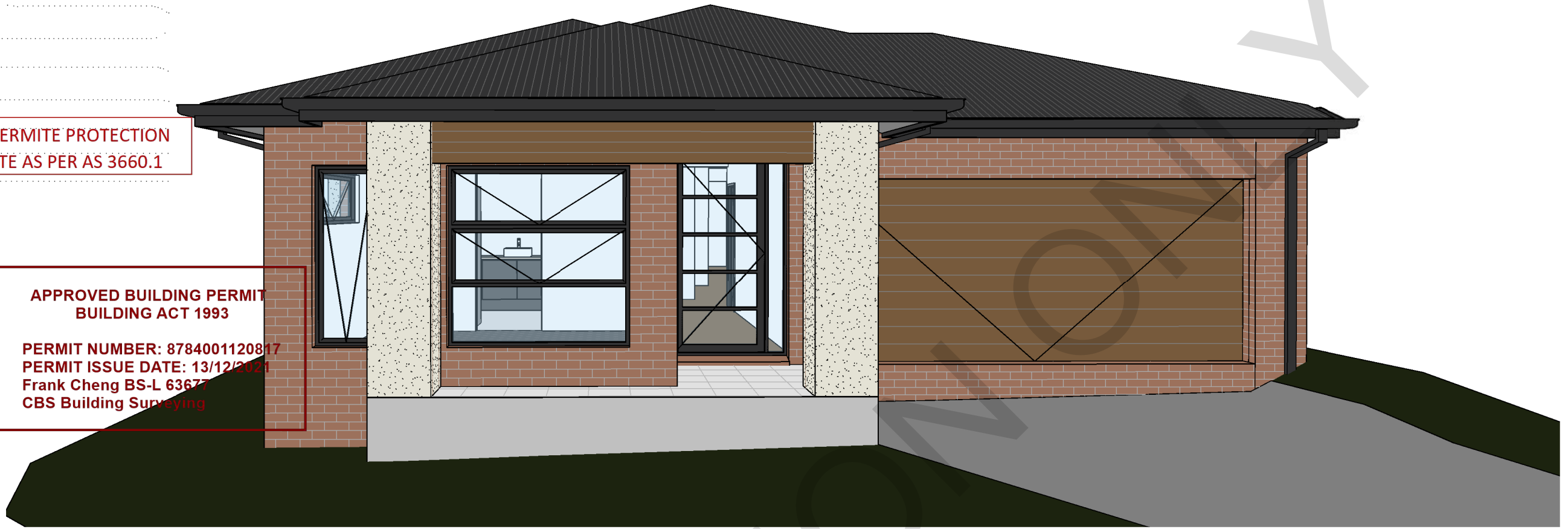
Issuance & Revision:

No.	Description	By	Date
01	CLIENT REQUESTED AMENDMENTS	BD	
02	AMENDMENTS TO SUIT DEVELOPER REVIEW	SR	
03	PROVIDE CLIENT REQUESTED AMENDMENTS	BD	
04	WORKING DRAWING ISSUE	BD	

PROVIDE TERMITE PROTECTION  
TO THE SITE AS PER AS 3660.1

APPROVED BUILDING PERMIT  
BUILDING ACT 1993

PERMIT NUMBER: 8784001120817  
PERMIT ISSUE DATE: 13/12/2021  
Frank Cheng BS-L 63677  
CBS Building Surveying



INSPECTIONS  
CBS BUILDING SURVEYING 0450 572 921  
24 HOURS NOTICE REQUIRED FOR INSPECTION BOOKINGS

Issuance & Revision:

No.	Description	By	Date
1	CLIENT REQUESTED AMENDMENTS	BO	10/08/21
2	CLIENT REQUESTED AMENDMENTS TO SOIT DEVELOPER REVIEW	BO	10/08/21
3	CLIENT REQUESTED AMENDMENTS	BO	10/08/21
4	CLIENT REQUESTED AMENDMENTS	BO	10/08/21
5	WORKING DRAWING ISSUE	BO	10/08/21
6	CLIENT REQUESTED AMENDMENTS	BO	10/08/21
7	CLIENT REQUESTED AMENDMENTS	BO	10/08/21
8	CLIENT REQUESTED AMENDMENTS	BO	10/08/21
9	CLIENT REQUESTED AMENDMENTS	BO	10/08/21

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E: admin@cdconsultants.com.au / W: www.cdconsultants.com.au

PROVIDE BUSH FIRE PROTECTION  
TO THE SITE AS PER AS 3959

Project: PROPOSED NEW RESIDENCE - MINTON PLACE ESTATE  
Location: 138 MINTON PLACE, MINTON PLACE BRIDGE  
VIC 3087  
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PERSPECTIVES

Scale:	Sheet Size: A3
Job No: 21219	Date: 11/08/21
Drawing No. WD13	Rev. G

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## PROPERTY DETAILS

Address: **17 NANKEEN LOOP BEVERIDGE 3753**  
Lot and Plan Number: **Lot 433 PS827190**  
Standard Parcel Identifier (SPI): **433\PS827190**  
Local Government Area (Council): **MITCHELL**  
Council Property Number: **126519**  
Planning Scheme: **Mitchell**  
Directory Reference: **Melway 668 B10**

[www.mitchellshire.vic.gov.au](http://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

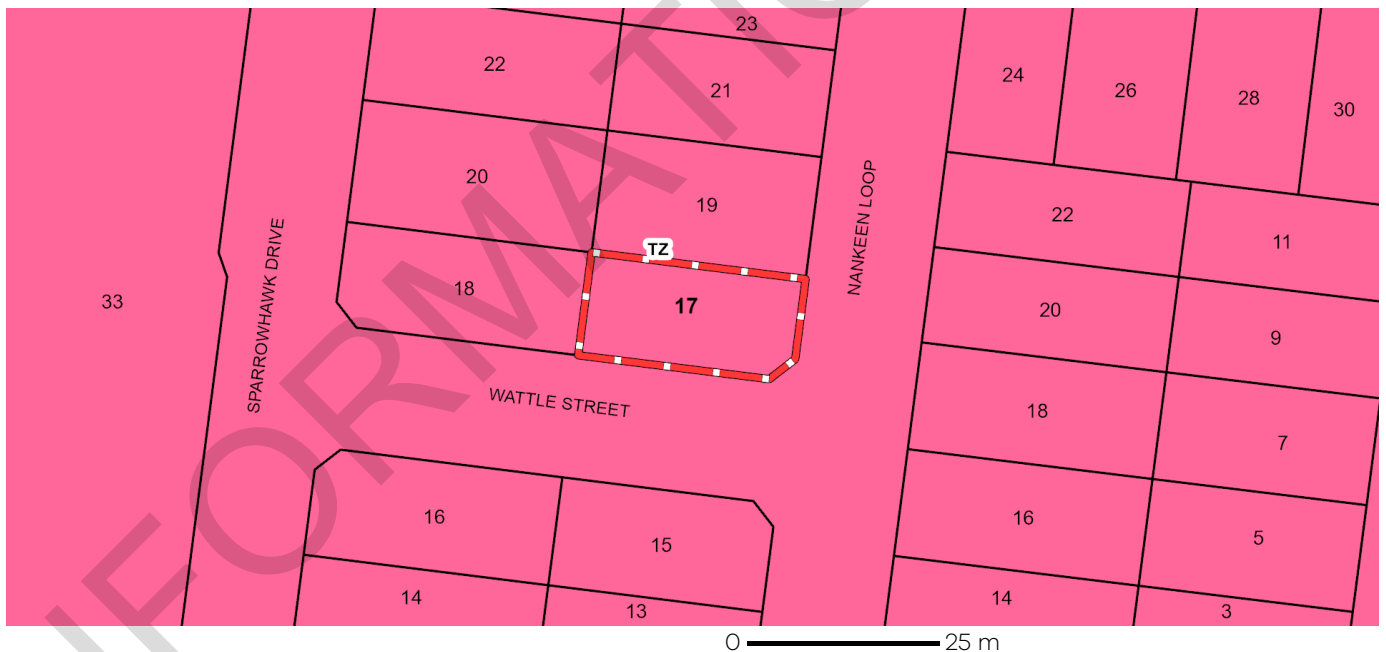
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[TOWNSHIP ZONE \(TZ\)](#)

[SCHEDULE TO THE TOWNSHIP ZONE \(TZ\)](#)



**TZ - Township**

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

## Planning Overlays

No planning overlay found

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

## 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>



## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

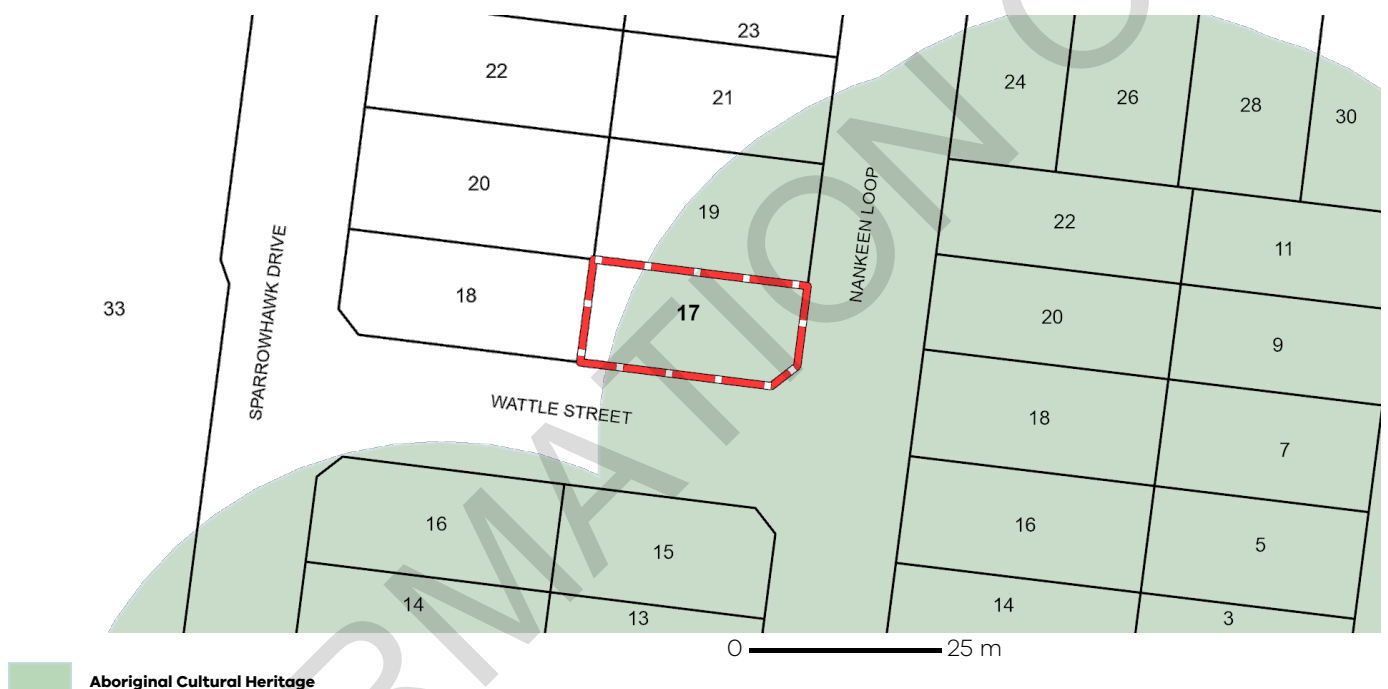
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 26 June 2024.

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>.

## Extractive Industry Work Authorities (WA)

### All or parts of this property are within 500 metres of Extractive Industry Work Authorities (current).

On 22 March 2022, Amendment VC219 introduced changes to all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protection for nearby accommodation in rural zones.

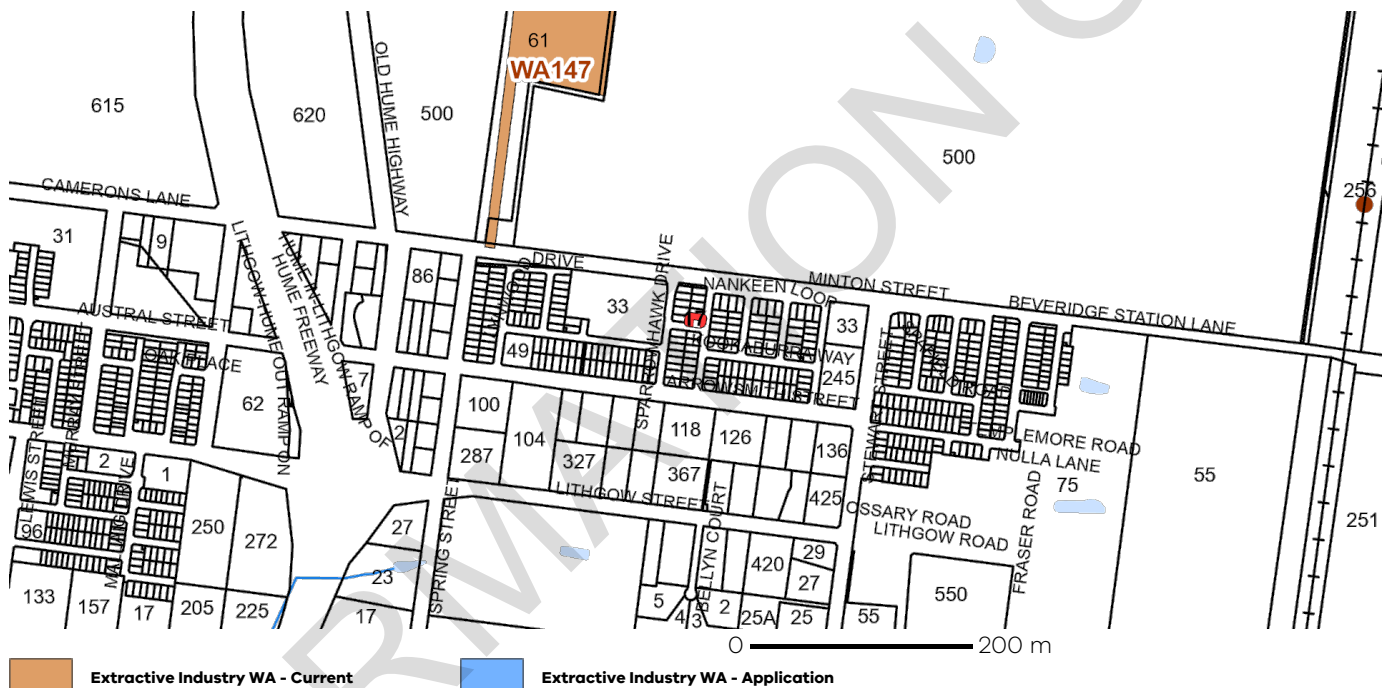
The amendment made changes to the Rural Living Zone, Green Wedge Zone, Green Wedge Zone A, Rural Activity Zone, Farming Zone and Rural Conservation Zone, introducing a permit requirement for accommodation and building and works associated with accommodation that is located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the Mineral Resources (Sustainable Development) Act 1990 (MRSD Act).

The Amendment also introduced new referral and notice requirements, and decision guidelines.

VicPlan mapping shows property information, including whether a work authority application has been made or approved under the MRSD Act.

Guidance on accessing work authority maps is detailed at the DELWP [Extractive Resources \(planning.vic.gov.au\)](https://www.delwp.vic.gov.au/extractive-resources) webpage.

Further information on extractive and mining activities in Victoria can be found on the [GeoVic - Earth Resources](https://www.geovic.vic.gov.au/earth-resources) website which is maintained by the Resources Branch within the Department of Jobs, Precincts and Regions. Limited information is available for unregistered users (anonymous user).



## PROPERTY DETAILS

Address: **17 NANKEEN LOOP BEVERIDGE 3753**

Lot and Plan Number: **Lot 433 PS827190**

Standard Parcel Identifier (SPI): **433\PS827190**

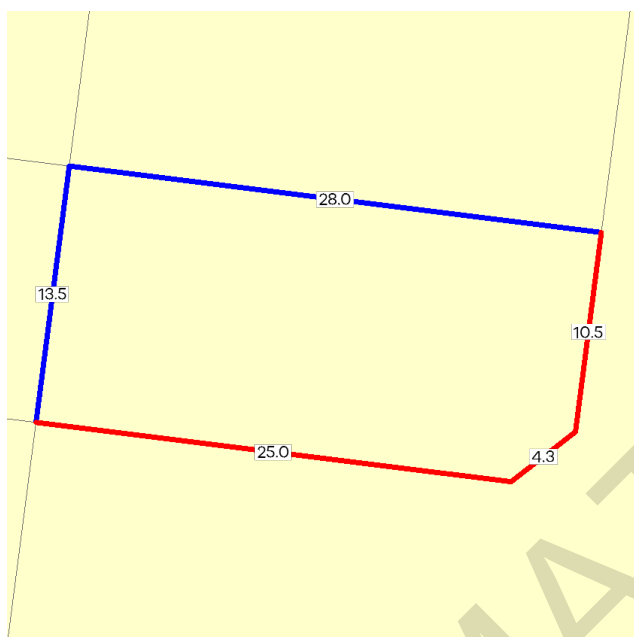
Local Government Area (Council): **MITCHELL** [www.mitchellshire.vic.gov.au](http://www.mitchellshire.vic.gov.au)

Council Property Number: **126519**

Directory Reference: **Melway 668 B10**

## SITE DIMENSIONS

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



**Area:** 373 sq. m

**Perimeter:** 81 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 Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

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

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

## Area Map



 Selected Property