

Contract of Sale of Land

Property:

**Unit 4, 445 OLD MELBOURNE Road, Ballan VIC
3342**

Consilium Conveyancing Pty Ltd

Suite 6.14, 101 OVERTON Road
WILLIAMS LANDING VIC 3027

Tel: (03) 8714 4240

Fax: 03 8691 1395

PO Box 6236, Point Cook VIC 3030

Ref: CC11572-23-S

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (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/...../2023

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/...../2023

Print names(s) of person(s) signing: JAHAN'S INVESTMENTS PTY LTD

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: MCFALL REAL ESTATE
Address:
Email: joe@mcfallrealestate.com.au
Tel: 03 5368 1500 Mob: Fax: Ref:

Vendor

Name: JAHAN'S INVESTMENTS PTY LTD
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Consilium Conveyancing Pty Ltd
Address: PO Box 6236, Point Cook VIC 3030
Email: info@consiliumservices.com.au
Tel: (03) 8714 4240 Mob: Fax: 03 8691 1395 Ref: CC11572-23-S

Purchaser's estate agent

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

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 12373 Folio 884	4	PS 829406Y

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:

Unit 4, 445 OLD MELBOURNE Road, Ballan VIC 3342**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)***Payment**

Price \$

Deposit \$ by (of which has been paid)

Balance \$ payable at settlement

Deposit bond☐ General condition 15 applies only if the box is checked**Bank guarantee**☐ General condition 16 applies only if the box is checked**GST** (general condition 19)

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

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

Lease (general condition 5.1)☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

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

☐ a lease for a term ending on / /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)☐ 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

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1) Default:

If the purchaser/s defaults in payment of the whole or part of the purchase money the Purchaser(s) must pay upon demand:

- a) All reasonable expenses incurred by the Vendor(s) as a result of the breach; and
- b) Interest at a rate of six(6) percent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money Overdue during the period of default payable by the purchaser to the vendor upon demand without the necessity of any of any notice in writing whether under Condition 6 of the said Table A or otherwise.

2) Finance Approval

If the purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the approval date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender verifying that the purchaser has applied for finance in accordance with the particulars of Sale and refusing finance approval to the purchaser, failing which the purchaser shall be deemed to have obtained approval of finance. A letter from a mortgage broker/ mobile lender is not sufficient in this regard.

3) Condition of Property and Chattels:

The purchaser acknowledges that they are purchasing the property as a result of their own enquires and inspection and not relying upon any representation made by the Vendor or any other person on behalf of the Vendor;

- a) In its present condition and state of repair;
- b) Subject to all defects latent and patent;

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

4) Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make his own enquiries whether any structures or ceilings 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 thereto.

5) Breach

If the purchaser breaches this contract then the purchaser must pay to the Vendor on demand;

- a) The full amount payable under the contract attached hereto, whether due to be paid or not;
 - b) Compensation for any reasonable foreseeable loss to the Vendor resulting from the breach and
 - c) Any interest due under the contract attached hereto as a result of the breach
- The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever and howsoever arising.

6) Cancellation and Re-Scheduling of Settlement

The Purchaser will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement. The Purchaser will be liable for \$330.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the Purchasers representative. In addition, the Purchaser also acknowledges that should settlement after being arranged and attended to by the Vendors representative be cancelled and or re-scheduled be liable for a settlement re-attendance fee of \$110.00 (inclusive of GST).

7) Adjustments

Further to General Condition 15, Adjustments must be prepared on behalf of the Purchaser and provided to Vendor's representatives not less than 3 business days prior to the due date of settlement. Failure to do so will cause the purchaser to pay an administration fee of \$330.00 for the delay in receiving the Statement of Adjustments.

8) Building Works

- 8.1** The Vendor will at any cost, in a proper and workmanlike manner and prior to the Settlement Date complete the development in accordance with the conditions of the Building Permit Issued by the local council, a copy of which is annexed to this Contract.
- 8.2** The Vendor may make variations to the building plans including substitution of construction details, appliances, fixtures and fittings, or finishes by other details, appliances, fixtures and fittings or finishes of a similar quality when deemed necessary by the Vendor.
- 8.3** The Purchaser may not make any requisition or objection or claim any compensation against the vendor in respect of any variation or alterations to the plans and specifications made in accordance with Special Condition 8.2.
- 8.4** The Purchaser acknowledges that the drawings forming part of the building plans and specifications/site plan are for illustration purposes only and the Purchaser will have no right to delay settlement and /or to terminate the contract due to the constructed building being different in appearance when compared to the drawings.

Guarantee & Indemnity

TO: The within named and described Vendor (hereinafter called "the Vendor") IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called the Guarantor) agreed to sell the land described in the within Contract of Sale to the within named Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

A. THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.

B. THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchasers under the said Contract of Sale.

C. THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.

D. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.

E. This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other

security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.

F. THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding:-

(a) That the contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.

(b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof;

(c) That the Vendor had or ought to have had knowledge of any matters referred to in subparagraph

(b) of this clause.

G. UNTIL the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.

H. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be In writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.

I. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.

J. THIS Guarantee shall ensure for the benefit of the Vendor and its successors and transferees.

K. FOR the consideration aforesaid and as a separate and coverable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.

L. NOTWITHSTANDING anything else herein contained (but subject to Clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract and any monies payable under clause F(a) and K hereof (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

SCHEDULE

Purchaser:

Guarantor:

IN WITNESS whereof the said Guarantors have set their hands and seals this
day of
..... , 20

Witness Name : _____

Witness Signature : _____

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

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

19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Vendor Statement

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

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

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

Land	UNIT 4, 445 OLD MELBOURNE ROAD, BALLAN VIC 3342
------	---

Vendor's name	JAHAN'S INVESTMENTS PTY LTD	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: **\$4,000.00**

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

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):

Not Applicable

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

Not Applicable

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☒

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to Vendors Knowledge

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](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 - Volume 12373 Folio 884

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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.

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

VOLUME 12373 FOLIO 884

Security no : 124110033184R
Produced 25/10/2023 12:51 PM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 829406Y.
PARENT TITLE Volume 09355 Folio 430
Created by instrument PS829406Y 13/05/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JAHAN'S INVESTMENTS PTY LTD of 14 DURROL WAY CAROLINE SPRINGS VIC 3023
PS829406Y 13/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW054136H 12/09/2022
WESTPAC BANKING CORPORATION

COVENANT PS829406Y 13/05/2022

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

AGREEMENT Section 173 Planning and Environment Act 1987
AU986899U 05/11/2021

DIAGRAM LOCATION

SEE PS829406Y 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: 445 OLD MELBOURNE ROAD BALLAN VIC 3342

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 12/09/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS829406Y

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of
Victoria to provide this information
via LANDATA® System. Delivered at 25/10/2023, for Order Number 81637786. Your reference: CC11572-23-S.**



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 25/10/2023 12:51:51 PM

Status	Registered	Dealing Number	AW054136H
Date and Time Lodged	12/09/2022 02:26:05 PM		

Lodger Details

Lodger Code	18440T
Name	MSA NATIONAL
Address	
Lodger Box	
Phone	
Email	
Reference	MM:3404172 VIC RAMS

MORTGAGE

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

Privacy Collection Statement

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

Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

12373/884

Mortgagor

Name	JAHAN'S INVESTMENTS PTY LTD
ACN	613595921

Mortgagee

Name	WESTPAC BANKING CORPORATION
ACN	007457141
Australian Credit Licence	233714
Address	
Floor Type	LEVEL
Floor Number	2
Unit Type	BUILDING
Unit Number	G
Street Number	1



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Name	HOME BUSH BAY
Street Type	DRIVE
Locality	RHODES
State	NSW
Postcode	2138

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

Terms and Conditions of this Mortgage

(a) Document Reference AA6054

(b) Additional terms and conditions

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

Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.
5. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

Executed on behalf of	WESTPAC BANKING CORPORATION
Signer Name	RICHARD SOONG
Signer Organisation	MSA NATIONAL
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 SEPTEMBER 2022

File Notes:

NIL

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

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 25/10/2023 12:51:51 PM

Status	Registered	Dealing Number	AU986899U
Date and Time Lodged	05/11/2021 10:33:41 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:22104488

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

9355/430

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MOORABOOL SHIRE COUNCIL
Address	
Property Name	SHIRE OFFICE AND BALLAN WORKS DEPOT
Street Number	15
Street Name	STEAD
Street Type	STREET
Locality	BALLAN
State	VIC
Postcode	3342



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant 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	MOORABOOL SHIRE COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	05 NOVEMBER 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

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Document Type	Instrument
Document Identification	AU986899U
Number of Pages (excluding this cover sheet)	12
Document Assembled	

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HARWOOD ANDREWS

SECTION 173 AGREEMENT PLANNING AND ENVIRONMENT ACT 1987

MOORABOOL SHIRE COUNCIL
Responsible Authority

- and -

JAHAN'S INVESTMENTS PTY LTD ACN 613 595 921
Registered Land Owner

in relation to land at:

445 OLD MELBOURNE ROAD, BALLAN

Tanner Redden:22104488

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street,
Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

T 03 5225 5225 F 03 5225 5222

THIS AGREEMENT is made the 4th day of November 2021

PARTIES:

1. **Moorabool Shire Council** of 15 Stead Street, Ballan 3342
(Responsible Authority)
2. **Jahan's Investments Pty Ltd ACN 613 595 921** of 14 Durrol Way, Caroline Springs 3023
(Owner)

RECITALS:

- R.1. The Owner is the registered proprietor of the land known as 445 Old Melbourne Road, Ballan being the land described in Certificate of Title Volume 9355 Folio 430 (Land).
- R.2. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. The Responsible Authority issued planning permit number PA2016248 on 7 August 2017 allowing a seven (7) lot subdivision and alteration of access to a Road Zone, Category 1 (Permit).
- R.4. Condition 2 of the Permit provides as follows:
 2. *Before the development starts, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning & Environment Act to provide the following:*
 - (a) *Medium sized canopy trees (minimum six (6) metres height at maturity) must be planted and maintained in the north setback of any lots which directly adjoin Old Melbourne Road to the satisfaction of the Responsible Authority.*
 - (b) *This Agreement shall only apply to Lots 1 and 7 on the proposed plan of subdivision or any lots which directly adjoin Old Melbourne Road. Before the issue of a Statement of Compliance for any stage of the subdivision, application must be made to the Registrar of Titles to register the section 173 agreement on the title to the land under section 181 of the Act. The owner must provide evidence of registration of the Agreement to the Responsible Authority as soon as possible after registration has occurred.*

The owner/operator under this permit must arrange for the preparation of the 173 Agreement at his/her cost before submitting it the Responsible Authority for approval.

The owner/operator under this permit must pay the costs of execution and registration of the section 173 agreement.
- R.5. This Agreement is entered into between the Responsible Authority and the Owner pursuant to section 173 of the Act in order to meet the requirements of condition 2 of the Permit and to achieve the objectives of planning in Victoria.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

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

- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Building** has the same meaning as in the Act.
- 1.4. **Canopy Trees** means the medium sized canopy trees (minimum six (6) metres height at maturity) planted and maintained on the north setback of Lot 1 and Lot 7 as required under condition 2 of the Permit.
- 1.5. **Current Address for Service**
 - 1.5.1. for the Responsible Authority means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
 - 1.5.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.
- 1.6. **Current Email Address for Service**
 - 1.6.1. for the Responsible Authority means any email address listed on the website of the Responsible Authority; and
 - 1.6.2. for the Owner means any email address provided by the Owner to the Responsible Authority for the express purpose of electronic communication regarding this Agreement.
- 1.7. **Current Number for Service**
 - 1.7.1. for the Responsible Authority means any facsimile number listed on the website of the Responsible Authority; and
 - 1.7.2. for the Owner means any facsimile number provided by the Owner to the Responsible Authority for the express purpose of facsimile communication regarding this Agreement.
- 1.8. **Dwelling** has the same meaning as in the Planning Scheme.
- 1.9. **Land** means the land described in Recital R.1 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.
- 1.10. **Lot 1** means the land marked "1" on the Plan of Subdivision.
- 1.11. **Lot 2** means the land marked "2" on the Plan of Subdivision.
- 1.12. **Lot 3** means the land marked "3" on the Plan of Subdivision.
- 1.13. **Lot 4** means the land marked "4" on the Plan of Subdivision.
- 1.14. **Lot 5** means the land marked "5" on the Plan of Subdivision.
- 1.15. **Lot 6** means the land marked "6" on the Plan of Subdivision.
- 1.16. **Lot 7** means the land marked "7" on the Plan of Subdivision.
- 1.17. **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

- 1.18. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.19. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.
- 1.20. **party or parties** means the Owner and the Responsible Authority under this Agreement as appropriate.
- 1.21. **Permit** means the planning permit issued by the Responsible Authority described in Recital R.3 including the plans endorsed under it and as amended from time to time, or any subsequent permit issued by the Responsible Authority.
- 1.22. **Planning Scheme** means the Moorabool Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.23. **Plan of Subdivision** means the proposed plan of subdivision being **Annexure A** to this Agreement.
- 1.24. **Register and Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).
- 1.25. **Responsible Authority** means Moorabool Shire Council in its capacity as:
- 1.25.1. the authority responsible for administering and enforcing the Planning Scheme; and
 - 1.25.2. a municipal council within the meaning of the *Local Government Act 2020* (Vic),
- and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority or municipal council.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.

- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner acknowledges and agrees with the Responsible Authority that:

- 3.1. it must plant the Canopy Trees prior to the commencement of any future development on Lot 1 and Lot 7; and
- 3.2. it must maintain and replace, if required, the Canopy Trees on an ongoing basis, all at the Owner's cost and to the satisfaction of the Responsible Authority.

4. FURTHER COVENANTS OF THE OWNER

The Owner warrants and covenants with the Responsible Authority that:

- 4.1. It is the registered proprietor (or entitled to be so) of the Land.
- 4.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches.
- 4.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic).
- 4.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.
- 4.5. It will within 28 days of written demand pay to the Responsible Authority the Responsible Authority's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 4.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
 - 4.5.3. determination of whether any of the Owner's obligations have been undertaken to the satisfaction of the Responsible Authority or to give consent to anything under this Agreement.

To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the

Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.

- 4.6. It will do all that is necessary to enable the Responsible Authority to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document.
- 4.7. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

5. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

6. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

7. NO WAIVER

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

8. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

9. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020* (Vic) and any payment made shall be first directed to payment of interest and then principal amount owing.

10. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 10.1. not later than two business days after being deposited in the mail with postage prepaid;

- 10.2. when delivered by hand;
- 10.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or
- 10.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

11. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Responsible Authority its reasonable costs of action taken to achieve compliance with this Agreement.

12. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

13. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

14. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

16. EXCHANGE OF COUNTERPARTS BY EMAIL OR FAX

- 16.1. This Agreement may be executed in any number of counterparts.
- 16.2. All counterparts together constitute one agreement.
- 16.3. A party may execute this Agreement by signing any counterpart.
- 16.4. This Agreement is binding on the parties on the exchange of executed counterparts. A copy of an original executed counterpart sent by email or by facsimile machine:
 - 16.4.1. must be treated as an original counterpart;

- 7 -

16.4.2. is sufficient evidence of the execution of the original; and

16.4.3. may be produced in evidence for all purposes in place of the original.

16.5. A party which has executed a counterpart of this Agreement or its legal representative may exchange it with another party by sending a copy of that original executed counterpart by email or facsimile machine to that other party or its legal representative and if requested by that other party or its legal representative must promptly deliver that original by hand or post. Failure to make that delivery does not affect the validity of this Agreement.

17. COMMENCEMENT AND ENDING OF AGREEMENT

17.1. This Agreement will commence:

17.1.1. on the date that it bears; or

17.1.2. if it bears no date, on the date it is recorded in the Register.

17.2. This Agreement will end:

17.2.1. in respect of Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6, upon registration of the Plan of Subdivision; and

17.2.2. by agreement between the parties or otherwise in accordance with the provisions of the Act.

EXECUTED AS A DEED

**SIGNED FOR AND ON BEHALF OF
MOORABOOL SHIRE COUNCIL** under
Delegated Authority pursuant to Section 188 (1) (b)
Section (2) (b) and Section 171 (2) (a) of the
Planning and Environment Act 1987 BY:

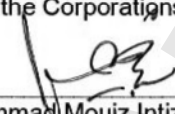


Chief Executive Officer

The requirements for
witnessing by audiovisual
link under section 12 of
the Electronic
Transactions (Victoria)
Act 2000 have been met.

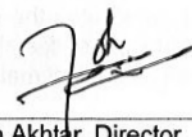


**EXECUTED by JAHAN'S INVESTMENTS PTY
LTD ACN 613 595 921** in accordance with Section
127 of the Corporations Act 2001:


Muhammad Mouiz Intizar, Director

Date

25/10/2021


Farah Akhtar, Director

Date

25/10/2021

ANNEXURE A – PROPOSED PLAN OF SUBDIVISION

AU986899U

PLAN OF SUBDIVISION			EDITION 1		
LOCATION OF LAND PARISH: GORONG TOWNSHIP: SECTION: 2 CROWN ALLOTMENT: 9 (PART) CROWN PORTION: TITLE REFERENCE: VOL. 9355 FOL. 430 LAST PLAN REFERENCE: LAND IN CP 109432 POSTAL ADDRESS: 445 OLD MELBOURNE ROAD, BALLAN 3342 (at time of subdivision) MGA CO-ORDINATES: E: 253 710 ZONE: 55 (of approx centre of land N: 5834 970 GDA 2020 in plan)			Council Name: Moorabool Shire Council Council Reference Number: CA2016248 Planning Permit Reference: CA2016248 SPEAR Reference Number: S140409B Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 05/08/2019 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Mark Lovell for Moorabool Shire Council on 11/06/2021		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		Lots on this plan may be affected by one or more owners corporations. [See owners corporation search report(s) for details] Lots on this plan are affected by a Restriction. [See below for details] CREATION OF RESTRICTION Upon registration of this plan, the following restriction shall be created. Land to be burdened: All Lots on this plan Land to Benefit: All Lots on this plan Description of Restriction: 1) No dwelling shall be constructed on a Lot without adequate Stormwater Detention, which must comply with Planning Permit number PA2016248 issued by Moorabool Shire Council, and any associated Stormwater Drainage Design approved by Moorabool Shire Council. Variation: The restriction can only be varied with the written consent of the Moorabool Shire Council.		
NIL	NIL				
NOTATIONS					
DEPTH LIMITATION	DOES NOT APPLY				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. PA2016248 This survey has been connected to permanent marks No(s). 50 & 61 In Proclaimed Survey Area No. 148					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN.					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
 LAND MANAGEMENT SURVEYS (MELB) 34 BALCOMBE ROAD (PO BOX 158), MENTONE 3194 Ph : 9583 0888 Fax : 9583 5888 Email : lms_melb@dmmp.com.au			SURVEYORS FILE REF: 11191 Digitally signed by: Peter Morrison, Licensed Surveyor, Surveyor's Plan Version (04), 20/11/2020, SPEAR Ref: S140409B		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2

MGA 2020
ZONE 55

GEELONG - BALLAN ROAD

OLD MELBOURNE ROAD



LAND MANAGEMENT SURVEYS (MELB)
34 BALCOMBE ROAD (PO BOX 158),
MENTONE 3194
Ph : 9583 0888 Fax : 9583 5888
Email : lms_melb@dmml.com.au

SCALE
1:400



Digitally signed by: Peter Morrison, Licensed Surveyor,
Surveyor's Plan Version (04),
20/11/2020, SPEAR Ref: S140409B

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Moorabool Shire Council,
11/06/2021,
SPEAR Ref: S140409B

PLAN OF SUBDIVISION			EDITION 1	PS 829406Y
LOCATION OF LAND PARISH: GORONG TOWNSHIP: SECTION: 2 CROWN ALLOTMENT: 9 (PART) CROWN PORTION: TITLE REFERENCE: VOL. 9355 FOL. 430 LAST PLAN REFERENCE: LAND IN CP 109432 POSTAL ADDRESS: 445 OLD MELBOURNE ROAD, BALLAN 3342 (at time of subdivision) MGA CO-ORDINATES: E: 253 710 ZONE: 55 (of approx centre of land N: 5834 970 GDA 2020 in plan)			Council Name: Moorabool Shire Council Council Reference Number: CA2016248 Planning Permit Reference: CA2016248 SPEAR Reference Number: S140409B Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 05/08/2019 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Mark Lovell for Moorabool Shire Council on 11/06/2021 Statement of Compliance issued: 11/03/2022	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		Lots on this plan may be affected by one or more owners corporations. [See owners corporation search report(s) for details] Lots on this plan are affected by a Restriction. [See below for details]	
NIL	NIL		CREATION OF RESTRICTION Upon registration of this plan, the following restriction shall be created. Land to be burdened: All Lots on this plan Land to Benefit: All Lots on this plan Description of Restriction: 1) No dwelling shall be constructed on a Lot without adequate Stormwater Detention, which must comply with Planning Permit number PA2016248 issued by Moorabool Shire Council, and any associated Stormwater Drainage Design approved by Moorabool Shire Council. Variation: The restriction can only be varied with the written consent of the Moorabool Shire Council.	
NOTATIONS				
DEPTH LIMITATION	DOES NOT APPLY			
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. PA2016248 This survey has been connected to permanent marks No(s). 50 & 61 In Proclaimed Survey Area No. 148 WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
LAND MANAGEMENT SURVEYS (MELB) 34 BALCOMBE ROAD (PO BOX 158), MENTONE 3194 Ph : 9583 0888 Fax : 9583 5888 Email : lms_melb@dmmp.com.au		SURVEYORS FILE REF: 11191 Digitally signed by: Peter Morrison, Licensed Surveyor, Surveyor's Plan Version (04), 20/11/2020, SPEAR Ref: S140409B		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 PLAN REGISTERED TIME: 3:52PM DATE: 13/05/2022 YL Assistant Registrar of Titles

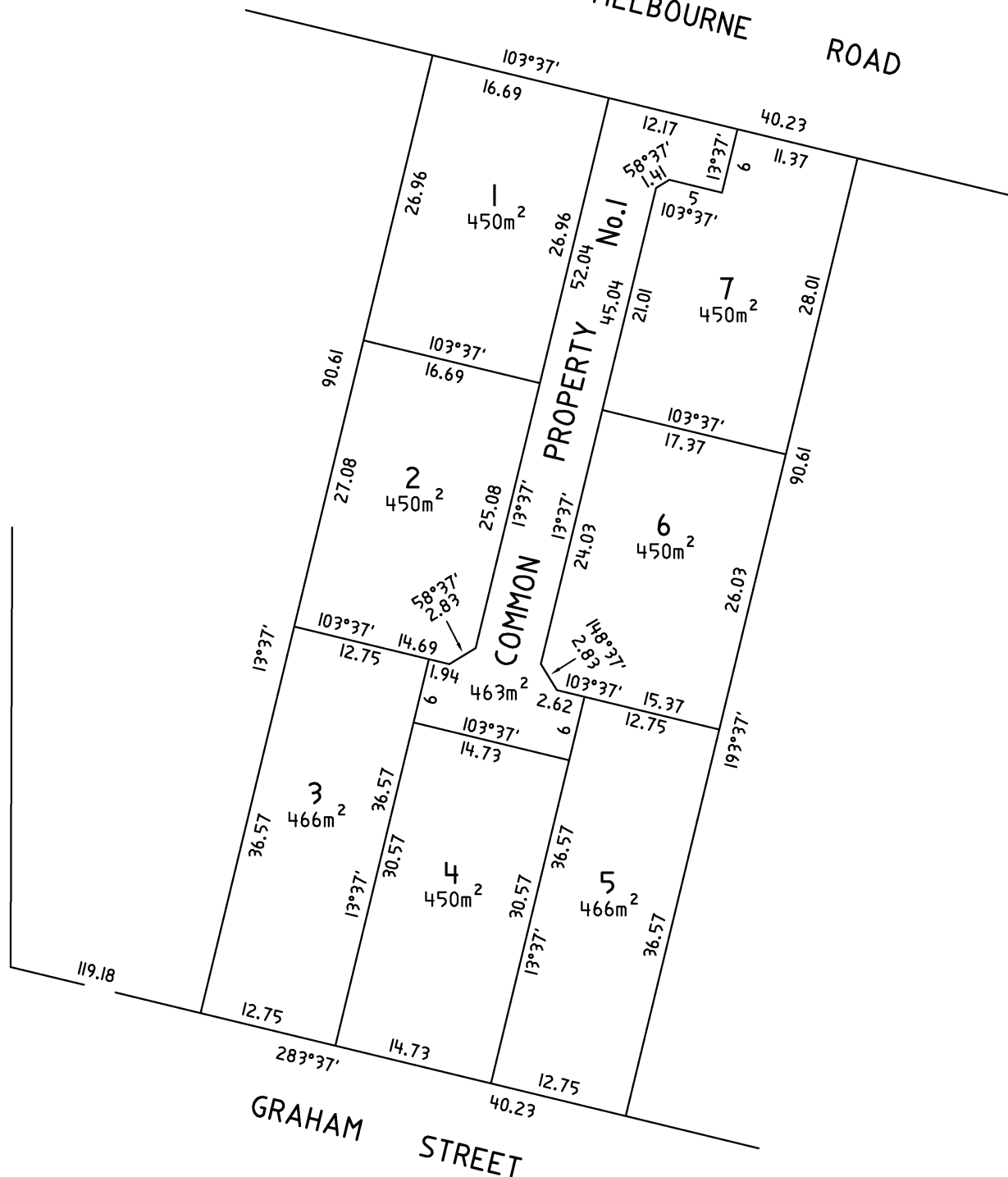


PS 829406Y

MGA 2020
ZONE 55

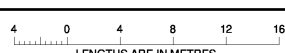
GEELONG - BALLAN ROAD

OLD MELBOURNE ROAD



LAND MANAGEMENT SURVEYS (MELB)
34 BALCOMBE ROAD (PO BOX 158),
MENTONE 3194
Ph : 9583 0888 Fax : 9583 5888
Email : lms_melb@dmmp.com.au

SCALE
1:400



Digitally signed by: Peter Morrison, Licensed Surveyor,
Surveyor's Plan Version (04),
20/11/2020, SPEAR Ref: S140409B

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Moorabool Shire Council,
11/06/2021,
SPEAR Ref: S140409B



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 25/10/2023 12:51:51 PM

OWNERS CORPORATION 1
PLAN NO. PS829406Y

The land in PS829406Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 7.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

14 DURROL WAY CAROLINE SPRINGS VIC 3023

OC055477L 13/05/2022

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC055477L 13/05/2022

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 25/10/2023 12:51:51 PM

OWNERS CORPORATION 1
PLAN NO. PS829406Y

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	100	100
Total	700.00	700.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

FORM 2
Building Act 1993

Building Regulations 2018 - Regulation 37(1)

Building Permit No. CBS-U 66127/7819147016041
Issue to

 Agent of Owner: **Daneem Homes Pty Ltd**
 Postal Address: **72 Bindowan Drive, HOPPERS CROSSING VIC**
 Email: nawaz.rafayat@yahoo.com.au

Address for serving or giving of documents:

72 Bindowan Drive, HOPPERS CROSSING VIC

 Contact Person: **Rafayat Nawaz**

 ACN/ARBN: **52500626**

 Postcode: **3029**

 Telephone: **0433 386 114**

 Postcode: **3029**

 Telephone: **0433 386 114**
Ownership Details

 Owner: **Jahan's Investments PTY LTD**
30 136 476 406
 Postal Address: **14 Durrol Way, CAROLINE SPRINGS VIC**
 Email: mmouiz@designerhomes.com.au
 Contact Person: **Mouiz Intizar**

 Postcode: **3023**

 Telephone: **0411 682 416**
Property Details

Number: 445	Street/Road: Old Melbourne Road	Suburb: Ballan	Postcode: 3342
Lot/s: 4	LP/PS: 829406Y	Volume: 12373	Folio: 884
CA: 9 (part)	Section No: 2	Parish: Gorong	County: n/a
Municipal District: Moorabool Shire Council			

Builder

 Name: **Daneem Homes Pty Ltd**
 Telephone: **0433 386 114**
 Registration no.: **CDB-U 60040**
 Postal Address: **72 Bindowan Drive, HOPPERS CROSSING VIC**
 Postcode: **3029**

 ACN/ARBN: **52500626**
Domestic Builder - Unlimited

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

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
David Calleja	Draftsperson - Building Design (Architectural)	DP-AD 1100
David Calleja	Engineer - Civil	PE0003605

Details of Domestic Building Work Insurance

 Name of Builder: **Daneem Homes Pty Ltd**
 Name of Issuer or Provider: **Insurance House PTY LTD**
 Policy Number: **C725009**
 Policy cover: **\$300,000.00**
Details of Relevant Planning Permit

 Planning Permit No: **PA2016248** Date of grant of Planning Permit: **09 August 2017**
Nature of Building Work

Construction of a New Single Storey Dwelling & Associated Garage - Unit 4 Only

 Storeys contains: **1**

 Version of BCA applicable to permit: **BCA Vol.2 2019**

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

 Cost of Building Work: **\$330,000.00**

 Total floor area of new building work m²: **200**

 Total Cost of Building Work (All Stages): **\$330,000.00**

BCA ClassificationPart of Building: **Dwelling - Unit 4 Only**Part of Building: **Associated Garage**Class: **1a(a)**Class: **10a****Prescribed Reporting Authorities**

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

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

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

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

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

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

Commencement and Completion

This building work must commence by 16 August 2023

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 16 August 2024

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

Conditions and required Certificates

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

Relevant Building Surveyor

Name:
Address:
Email:
Building practitioner registration no.:
Municipal district:

Opes Permits Pty Ltd
824 Pascoe Vale Road, GLENROY VIC 3046
admin@opesbs.com.au
CBS-U 66127
Moorabool Shire Council

Designated Building Surveyor

Name:
Permit no.:
Building practitioner registration no.:
Date of issue of permit:
Signature:

Mehmet Yuksel
CBS-U 66127/7819147016041
BSU-44430
16 August 2022



Domestic Building Insurance

Certificate of Insurance

JAHAN'S INVESTMENTS PTY LTD

**14 Durrol Way
CAROLINE SPRINGS
VIC 3023**

Policy Number:
C725009

Policy Inception Date:
15/08/2022

Builder Account Number:
005711

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: **U 4 445 Old Melbourne Rd BALLAN VIC 3342 Australia**

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

Builder ACN: **152500626**

! 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): **JAHAN'S INVESTMENTS PTY LTD**

Pursuant to a domestic building contract dated: **03/02/2022**

For the contract price of: **\$ 330,000.00**

Type of Cover: **Cover is only provided if DANEEM 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

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*

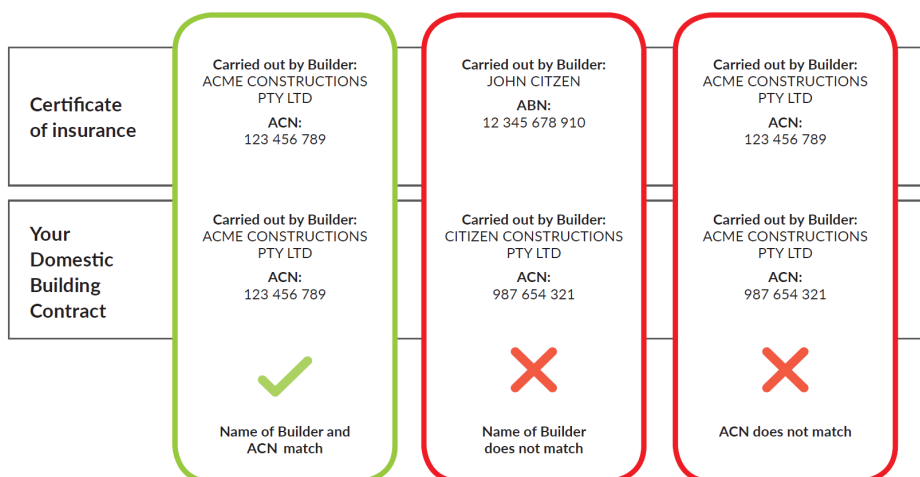
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,728.00
GST:	\$172.80
Stamp Duty:	\$190.08
Total:	\$2,090.88

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



ARCHITECTURAL SPECIFICATION BCA 2019

The owner / builder, subcontractor shall verify all dimensions, levels, setbacks and specifications prior to commencing any works or ordering materials and shall be responsible for ensuring that all building works conform to the Building Code of Australia, as codes (current editions), building regulations, local bylaws and town planning requirements.

BCA AND STANDARDS - GENERAL

All works shall comply with the BCA 2019 and not be limited to the following Australian Standard:

- A.S 1288 - Glass in buildings selections and installations
- A.S 1562 - Design and installation of sheet roof and wall cladding. Part 1 Metal
- A.S 1684.2 - National Timber Framing Code
- A.S 2047 - Windows in buildings selections and installations
- A.S 2049 - Roof Tiles
- A.S 2050 - Installation of roofing tiles
- A.S 2870 - Residential slabs and footing construction
- A.S 2904 - Damp proof courses and flashings
- A.S 3500.3 - Plumbing and Drainage - Part 3 Stormwater drainage
- A.S 3500.5 - Plumbing and Drainage - Housing installations
- A.S 3600 Concrete structures
- A.S 3660.1 Protection of building against subterranean termites Part1 new buildings
- A.S 3700 or AS4773.1 and AS4773.2 - Masonry structures
- A.S 3740 & BCA Part 3.8.1, AS/NZS4654.1 AS/NZS4654.2 - Waterproofing of wet areas in residential buildings
- A.S 3786 - Smoke alarms
- A.S 4100 - Steel structures
- A.S 4256 Plastic roof and wall cladding materials

GENERAL

- 1. Architectural plans shall be read in conjunction with any structural or civil engineering computations, drawings, and soil reports
- 2. Footing to be founded at the minimum depths indicated in the soil report
- 3. Footings not to encroach title boundaries and easement lines
- 4. The builder shall take all steps necessary to ensure the stability of new and existing structures during all works.
- 5. The builder shall ensure for the general water tightness of all new and existing works.

FRAMING

Framing shall comply with AS1684

Refer to structural plans for wall framing details

WINDOWS

Windows to comply with AS2047

GLAZING

Glazing shall comply with AS1288-2006 & AS2047 with safety glazing to be used in the following cases:

- 1. All rooms within 500mm vertical of the floor
- 2. Bathrooms within 2000mm vertical from the bath base
- 3. Laundry within 1200mm vertical from floor and/or within 300mm horizontal from all doors
- 4. Doorway within 300mm horizontal from all doors. Shower screens shall be grade A safety glass

STORWMATER & SERVICES

Stormwater shall comply with AS/NZS3500.3

- 1. Storm water including agi drains shall be taken to legal point of discharge to the satisfaction of the relevant authority
- 2. Sewer or septic system shall be in accordance with the relevant authorities requirements

CORROSION

For buildings in areas less than 1km from breaking surf or less than 100m from saltwater not subject to breaking surf or in heavy industrial areas wall ties shall be either: Grade 316 or 316L stainless steel, or engineered polymer ties.

WET AREAS

- 1. All wet areas to comply with Part 3.8.1 BCA Vol. 2 and AS3740 , AS/NZS4654.1 AS/NZS4654.2 . Wall finishes shall be water resistant to a height of 1800mm above floor level to shower enclosures and 150mm above baths, basins, sinks and troughs if within 75mm of the wall.
- 2. Timber floors including particleboard and plywood in areas adjacent to baths and spas and outside shower areas to be waterproofed as per Part 3.8.1 BCA Vol. 2 and AS3740 .

VENTILATION

- 1. Mechanical ventilation to be installed in accordance with Part 3.8.5 of the BCA
- 2. Provide clearance from underside of bearer to finished ground level of 150mm for floor with strip flooring or 200mm for floors with particleboard flooring OR 400MM WHERE IN TERMITE PRONE AREA
- 3. Sub floor vents to provide a rate of 6000mm sq. clear ventilation per 1000mm run of external masonry wall a

INSULATION

Thermal insulation to be provided as follows for slab construction. (refer to energy rating report)

R.F.L. to have flammability index not exceeding 5

LIGHTING

- 1. Artificial lighting to comply with AS/NZS1680.0
- 2. Artificial lighting to be installed in accordance with Part 3.12.5.5 of the BCA 2019

THRESHOLDS

If the threshold sill of the doorway is greater than 190mm above the finished surface of the ground to which the doorway opens, a landing shall be provided no less than the width of the door leaf, or 900mm wide x 900mm long, whichever is greater.

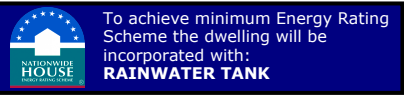
SMOKE ALARMS

- 1. Location of smoke alarms to be provided and installed in accordance with A.S. 3786

And Part 3.7.2 of the BCA 2019 and shall be hard wired with battery backup.

MASONRY

- 1. Masonry to comply with AS3700 or AS4773.1 & AS4773.2 Provide wall ties to brickwork as per 3.3.3.2. BCA. Generally wall ties to be 600mm ctrs in each direction for cavity masonry, for masonry veneer: 600x450 for 450 stud walls and 600x600 for 600 stud walls and within 300mm of articulation joints.
- 2. Provide wall ties to brickwork at maximum 600mm ctrs in each directions and within 300mm of articulation joints 2200mm sq. clear ventilation per 1000mm run of internal dwarf walls
- 4. Spacing of wall ties to top and sides of opening to be halved.



FOR CONSTRUCTION

DWELLING 4

Proposed Residence
at lot 4 (445) Old Melbourne Rd., Ballan 3342

David Calleja B.E.(Civ) M.I.E.Aust

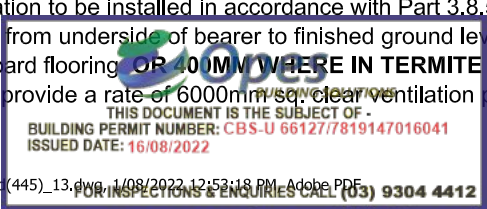
BUILDING DESIGNER DP-AD1100 and STRUCTURAL ENGINEER EC1059

137 Rowan Drive
Kealba Vic 3021
email: david@medesco.com.au

drawn: DC
date: 20/03/2020

N1

Job No: 40037



- ❑All materials and work practices shall comply with, but not limited to the Building Regulations 2018, National Construction Code Series 2019 Building Code of Australia Vol 2 and all relevant current Australian Standards (as amended) referred to therein.
- ❑Unless otherwise specified, the term BCA shall refer to National Construction Code Series 2019 Building Code of Australia Volume 2.
- ❑All materials and construction practice shall meet the Performance Requirements of the BCA. Where an alternative solution is proposed then, prior to implementation or installation, it first must be assessed and approved by the Relevant Building Surveyor as meeting the Performance Requirements of the BCA.
- ❑Glazing, including safety glazing, shall be installed to a size, type and thickness so as to comply with:
 - BCA Part 3.6 for Class 1 and 10 Buildings within a design wind speed of not more than N3; and
 - NCC 2019 BCA Vol 1 Part B1.4 for Class 2 and 9 Buildings.
- ❑Waterproofing of wet areas, being bathrooms, showers, shower rooms, laundries, sanitary compartments and the like shall be provided in accordance with AS 3740: Waterproofing of Domestic Wet Areas.
- ❑These Drawings shall be read in conjunction with any House Energy Rating (HERS) report and shall be constructed in accordance with the stamped plans endorsed by the accredited Thermal Performance Assessor without alteration.
- ❑Step sizes (other than for spiral stairs) to be:
 - Risers (R) 190mm maximum and 115mm minimum
 - Going (G) 355mm maximum and 240mm minimum
 - 2R + 1G = 700mm maximum and 550mm minimum
 - with less than 125mm gap between open treads.
- ❑All treads, landings and the like to have a slip-resistance classification of P3 or R10 for dry surface conditions and P4 or R11 for wet surface conditions, or a nosing strip with a slip-resistance classification of P3 for dry surface conditions and P4 for wet surface conditions.
- ❑Provide barriers where change in level exceeds 1000mm above the surface beneath landings, ramps and/or treads. Barriers (other than tensioned wire barriers) to be: 1000mm above the surface beneath landings, ramps and/or treads. Balustrades (other than tensioned wire balustrades) to be:
 - 1000mm min. above finished surface level of balconies, landings or the like, and
 - 865mm min. above finished surface level of stair nosing or ramp, and
 - vertical with less than 125mm gap between, and
 - any horizontal element within the balustrade between 150mm and 760mm above the floor must not facilitate climbing where changes in level exceeds 4000mm above the surface beneath landings, ramps and/or treads.

- Wire barrier construction to comply with NCC 2019 BCA Part 3.9.2.3 for Class 1 and 10 Buildings and NCC 2019 BCA Volume 1 Part D2.16 for other Classes of Buildings.
- ❑Top of hand rails to be minimum 865mm vertically above stair nosing and floor surface of ramps.
- ❑Window sizes nominated are nominal only. Actual size may vary according to manufacturer. Windows to be flashed all around.
- ❑Where the building (excludes a detached Class 10) is located in a termite prone area, the area to underside of building and perimeter is to be treated against termite attack.
- ❑For buildings in marine or other exposure environments shall have masonry units, mortar and all built in components and the like complying with the durability requirements of Table 4.1 of AS 4773.1 'Masonry in small buildings' Part 1: Design.
- ❑All stormwater to be taken to the legal point of discharge to the Relevant Authorities approval.
- ❑These drawings shall be read in conjunction with all relevant structural and all other consultants' drawings/ details and with any other written instructions issued in the course of the contract.
- ❑Site plan measurements in metres -all other measurements in millimetres u.n.o.
- ❑Figured dimensions take precedence over scaled dimensions.
- ❑The Builder shall take all steps necessary to ensure the stability and general water tightness of all new and/or existing structures during all works.
- ❑The Builder and Subcontractors shall check and verify all dimensions, setbacks, levels and specifications and all other relevant documentation prior to the commencement of any works. Report all discrepancies to this office for clarification.
- ❑Installation of all services shall comply with the respective supply authority requirements.
- ❑The Builder and Subcontractor shall ensure that all stormwater drains, sewer pipes and the like are located at a sufficient distance from any buildings footing and/ or slab edge beams so as to prevent general moisture penetration, dampness, weakening and undermining of any building and its footing system.

- ❑These plans have been prepared for the exclusive use by the Client of David Calleja for the purpose expressly notified to the Designer. Any other person who uses or relies on these plans without the Designer's written consent does so at their own risk and no responsibility is accepted by the Designer for such use and/or reliance.
- ❑The approval by this office of a substitute material, work practice, variation or the like is not an authorisation for its use or a contract variation. Any said variations must be accepted by all parties to the agreement and where applicable the Relevant Building Surveyor prior to implementing the said variation.

STORMWATER

- 90 mm DIA. Class 6 UPVC
- stormwater line laid to a minimum grade of 1:100 and connected to the legal point of stormwater discharge. Provide inspection openings at 9000mm C/C and at each change of direction. The cover to underground stormwater drains shall be not less than
 - 100mm under soil
 - 50mm under paved or concrete areas
 - 100mm under unreinforced concrete or paved driveways
 - 75mm under reinforced concrete driveways

SITE ENVIRONMENT DESIGN INFORMATION

Site Bushfire Attack Assessment
Reference document 'AS 3959 construction of buildings in bush fire prone areas'
Relevant Fire Danger Index FDI - 100
Predominate vegetation type within 100m of the site: Refer to BAL Report Ref: 1170
Prepared by Ozkan Ors on the 25/07/2022
Mob: 0478 188 968 Email: bal.victoria@outlook.com
Effective slope of land - 0
Determination of Bushfire Attack Level BAL - 12.5

Corrosion protection for sheet roofing
Provide corrosion protection for sheet roofing in accordance with BCA Table 3.5.1.1a suitable for an Environment Classification of (Insert environment classification).

FOR CONSTRUCTION

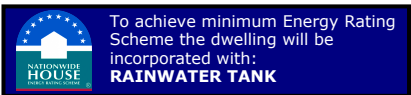
DWELLING 4

Proposed Residence
at lot 4 (445) Old Melbourne Rd., Ballan 3342
David Calleja B.E.(Civ) M.I.E.Aust

BUILDING DESIGNER DP-AD1100 and STRUCTURAL ENGINEER EC1059
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email: david@medesco.com.au

drawn: DC
date: 20/03/2020

N2
Job No: 40037



WATERPROOFING TO BE APPLIED TO BATHROOMS IN ACCORDANCE WITH
BCA Part 3.8

Waterproofing of wet areas, being bathrooms, showers, shower rooms, laundries, sanitary compartments and the like shall be provided in accordance with AS 3740: Waterproofing of Domestic Wet Areas.

Structure Movement and Waterproofing

The waterproofing should cover the structural movement, preventing water damage to substrate, adjoining walls, or flooring. Providing a secure 'envelope' to protect the wet area.

Materials

Materials used in the construction and waterproofing of bathrooms and

laundries must be suitable for purpose.

Membranes

Liquid applied waterproofing membranes for this review refer to Class ii and Class iii membranes and approved to requirements of AS4858
Liquid applied membranes must be adequately cured for their intended use.

Water- resistant Substrates

Concrete AS3600, Fibre Cement Sheetting AS2908.2, Masonry AS3700, Flooring grade particle board sheeting AS1860.1 and Structural Plywood AS2269 for use on walls and floors to comply with Australian Standards.

Water- resistant Surface materials

Product surfaces deemed to be water resistant for walls and floors include; Pre-decorated fibre cement sheetting AS2908.2, Water-resistant flexible sheet (vinyl or linoleum) and tiles used in conjunction with water- resistant Substrates (above), plus Sanitary Grade acrylic wall linings.

Preformed Shower Bases and enclosures

Materials used in the manufacture of prefinished shower bases and enclosures must render the finished product waterproof.

Sealants, Adhesives and Sheet Fastenings

All products need to be compatible with adjacent materials, mould-resistant, waterproof and appropriately flexible.

Installation

These notes outline the details for installation of waterproof and water-resistant materials in bathrooms and laundries.

Falls in Floor Finishes

Where required, falls in floor finishes (tiles etc.), outside the shower area, should allow surface water to drain without ponding. Generally the minimum fall to the waste is 1:100

Shower Floor Falls

Showers with a vertical separation between shower area and wet area the minimum fall is 1:100

Shower floors without a vertical separation the minimum fall is 1:80

Preformed Shower Bases

Installation of preformed shower bases need to be adequately supported to prevent distortion or cracking and be sufficiently recessed into the wall to allow the water-resistant surface materials to pass down inside the perimeter rebate.

Edge detail for baths with showers over them

Baths with an integral vertical upstand lip along the side of the bath walls require to be recessed to enable the junction to be waterproofed. Baths without an integral edge require full waterproofing of the walls and floor area around and under the bath.

Baths and Spas

Installation of baths and spas need to be adequately supported to prevent distortion or cracking and be sufficiently recessed into the wall to allow the water-resistant surface materials to pass down inside the rim.

Perimeter Flashing

A junction where waterproofing to waterproofing surfaces meet, the waterproofing is to be continuous across the junction and incorporate an appropriate bond breaker.

Where the perimeter flashing to wall/floor surfaces they should be continuously sealed (usually with bond breaker), having the vertical leg a minimum of 25mm above the finished floor level (except doorways) and horizontal leg a minimum width of 50mm.

A water stop with a vertical leg finishing flush with the finished floor level is to be installed at floor level openings. Protecting water migrating to non-wet areas.

Vertical flashing for shower wall junctions

Vertical flashing can be external or internal, with a requirement to terminate a minimum of 1800mm above the finished floor level.

Penetrations in Shower Areas

Typical penetrations like taps, shower nozzles, recess soap holder etc. are to be waterproofed by sealing with proprietary flange system or sealant.

Required Floor wastes for wet area Floors

With a floor waste, the finished floor is to be constructed so that water flows to the waste without being retained on the surface. Refer "Falls in Floor Finishes".

Shower Area Step -Down

The highest finished floor level in the shower area is to be stepped down lower than the finished floor level outside the shower.

Shower Area Hob Construction

Suitable materials for the hob construction. Installation starts with all gaps, joints and intersections of the hob substrate to be made flush before application of the membrane system.

Enclosed Shower Area without Hobs or set-down

At the extremity of the shower area:

- Where a shower screen is to be installed a water stop is to be installed with a vertical leg finishing a minimum of 5mm above the finished floor level

- Where the water stop meets the wall, the junction is to be waterproofed.

Shower Area unenclosed

Unenclosed showers are to have a water stop installed with the vertical leg finishing flush with the finished surface of the floor, having junctions waterproofed, in two scenarios:

- When the shower device restricts splashing (shower screen), it is advisable to have a membrane installed below and above the screed to fall.

- When a shower has no restricting splashing (example disabled shower) the water stop is required to be a minimum of 1500mm from the wall connection of the shower rose.

Bond Breaker Application

Installation of bond breakers of liquid applied membranes should be included at all wall/floor, hob/wall, and movement joints where the membrane is bonded to the substrate.

Class II Membranes: (medium extensibility) Either the membrane will not bond to the tape or the tape will have elastic properties similar to the membrane. Minimum bond breaker tape to bridge joint opening up to 5mm is 35mm. Class III Membranes (high extensibility) allow the membrane to have even thickness. Minimum bond breaker tape to bridge joint opening up to 5mm is 12mm

Vertical membrane termination

The liquid applied membrane is to be applied over the floor substrate and up the vertical face of the wall:

- Showers with hobs and step downs a minimum height of 150mm above the finished floor level

- Hobless Showers, a minimum height of 150mm above the finished floor level

Termination to Drainage flange

The drainage flange is to be installed with the waterproofing membrane termination into the flange to provide a waterproof connection.

Termination to Drainage Channel

The waterproof drainage should be continuous, with the liquid applied membrane covering the drainage channel, with a minimum horizontal termination of 50mm on the horizontal surface.

Inspection and Acceptance Test

On completion of the installation of a membrane system, inspection and acceptance testing must be conducted. In addition to the visual inspection, either the dry film thickness test (DFT) by non-destructive means or a controlled water test for a minimum of 24 hours duration is required.

FOR CONSTRUCTION

DWELLING 4

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at lot 4 (445) Old Melbourne Rd., Ballan 3342

David Calleja

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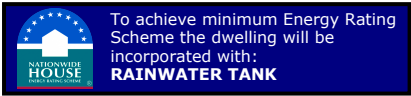
email: david@medesco.com.au

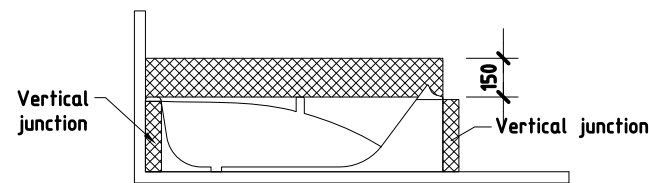
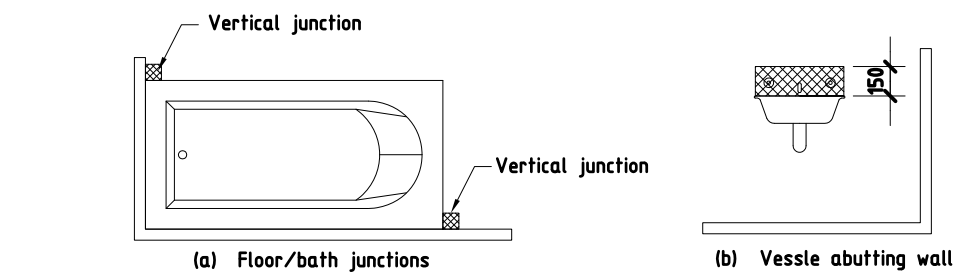
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date: 20/03/2020

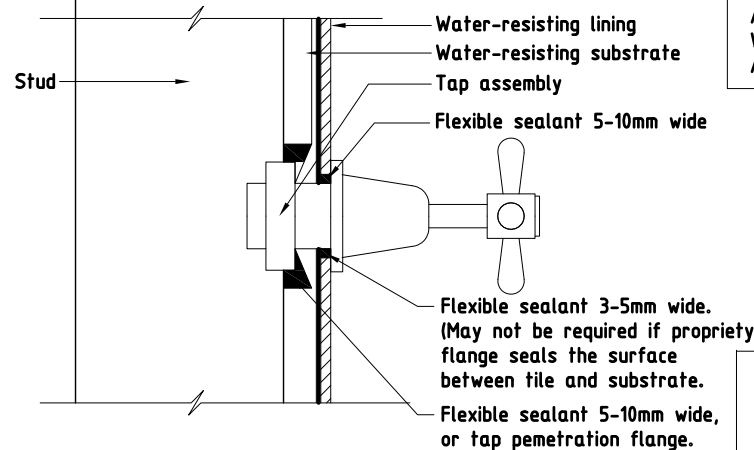
N3

Job No: 40037



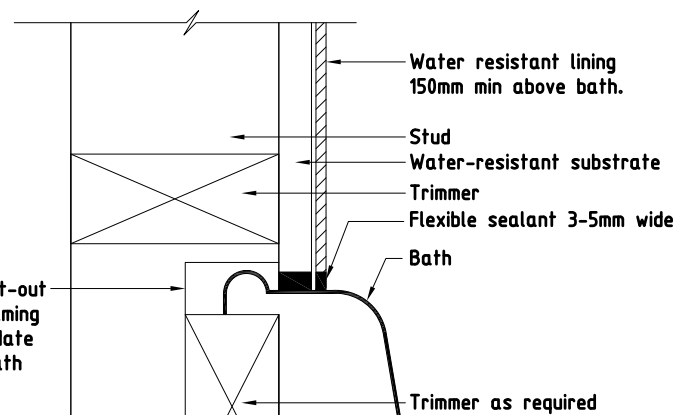


BATH AND WALL FIXTURES - AREA TO BE PROTECTED NTS

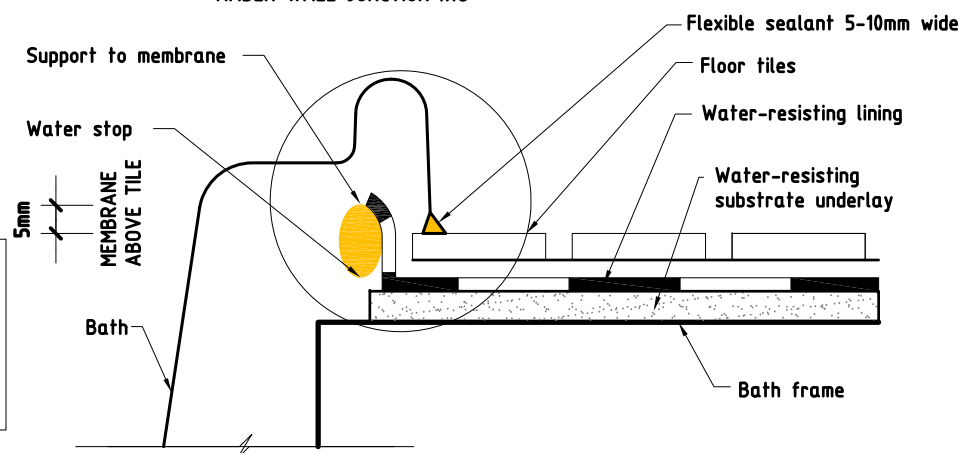


TYPICAL INSTALLATION OF TAP FLANGE NTS

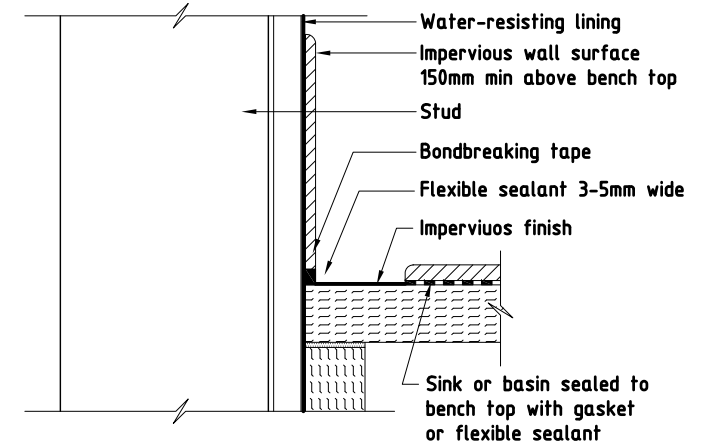
ALL WET AREAS TO COMPLY WITH WATERPROOFING OF DOMESTIC WET AREAS AS3740-2010



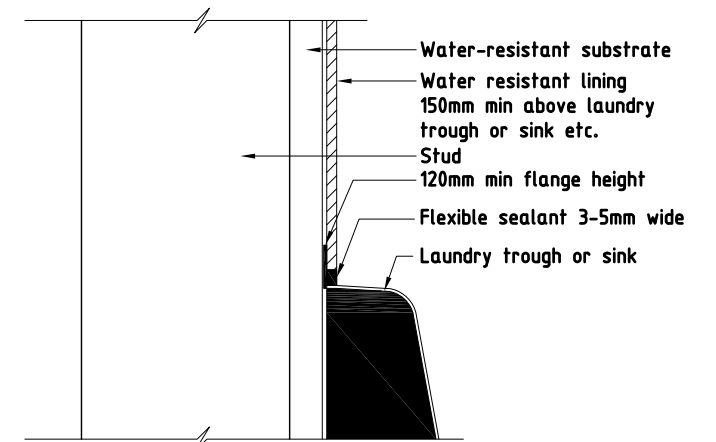
TIMBER WALL JUNCTION NTS



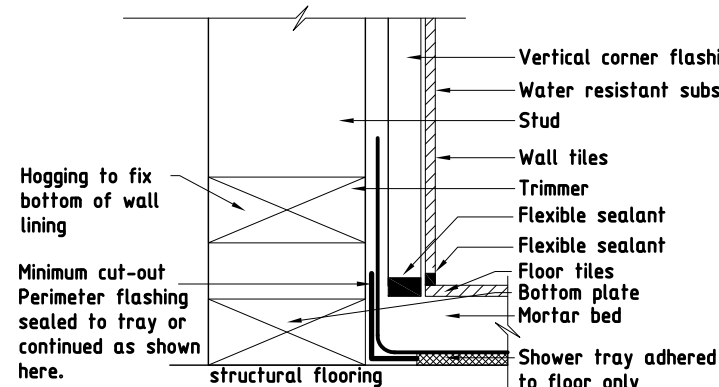
BATH / SHELF JUNCTION NTS



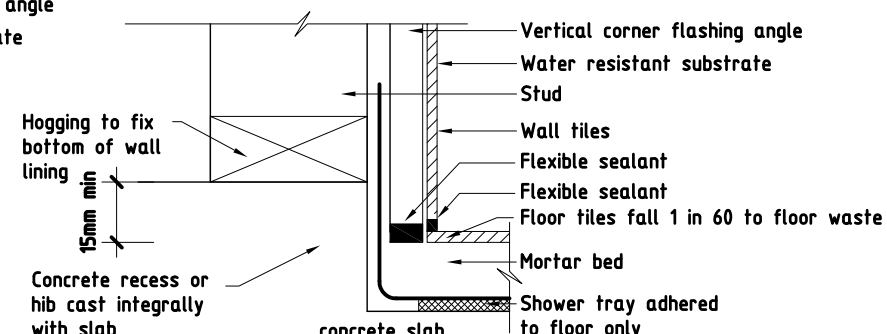
WALL AND BENCH TOP JUNCTION NTS



WALL AND LAUNDRY SINK JUNCTION NTS



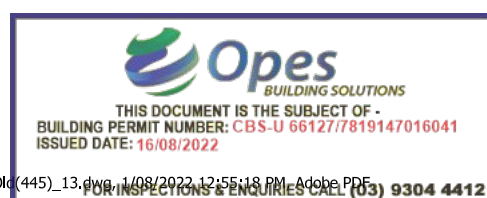
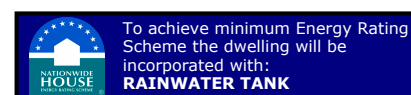
TYPICAL INSTALLATION OF TILED SHOWER TRAYS IN TIMBER FRAMED WALLS AND ON TIMBER FLOOR NTS



TYPICAL INSTALLATION OF TILED SHOWER TRAYS ON CONCRETE FLOOR NTS

TYPICAL WET AREAS WATERPROOFING DETAILS

FOR CONSTRUCTION



Proposed Residence at lot 4 (445) Old Melbourne Rd., Ballan 3342

David Calleja B.E.(Civ) M.I.E.Aust
BUILDING DESIGNER DP-AD1100 and STRUCTURAL ENGINEER EC1059
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tel: 0419 319 391

drawn: DC
date: 20/03/2020

N4
Job No: 40037

DWELLING 4

BAL—12.5 is primarily concerned with protection of your building from ember attack and radiant heat up to and including 12.5 kW/m2.

To comply with the Building Code of Australia, and AS 3959.

The construction requirements for the next lower BAL may be used for an elevation of a dwelling that is not exposed to the source of a bushfire. An elevation is not exposed if the entire elevation is completely screened from the source of a bushfire by another part of the building.

Any element of construction or system that satisfies the test criteria of AS 1530.8.1 may be used in lieu of the applicable requirements below (see Clause 3.8 of the Standard).

SARKING

Sarking, where used for bushfire protection shall be:

- a. Non-combustible; or
- b. Breather-type sarking complying with AS/NZS4200.1 and with a flammability index of not more than 5 and sarked on the outside of the frame; or
- c. An insulation material conforming to the appropriate Australian Standard for that material.

SUBFLOOR SUPPORTS

This Standard does not provide construction requirements for subfloor supports where the subfloor space is enclosed with—

- 1) a wall that complies with the requirements for an external wall below; or
- 2) a mesh or perforated sheet with a maximum aperture of 2 mm, made of corrosion resistant steel, bronze or aluminium; or
- 3) a combination of Items (a) and (b) above.

Where the subfloor space is unenclosed, the support posts, columns, stumps, piers and poles shall be—

- (1) of non-combustible material; or
- (2) of bushfire-resisting timber (refer to the table at the end of this document); or
- (3) a combination of Items (i) and (ii) above.

NOTE: This requirement applies to the principal building only. See requirements below for verandas, decks, steps, ramps and landings.

FLOORS

1) Elevated floors

a) Enclosed subfloor space

The Standard does not provide construction requirements for elevated floors, including bearers, joists and flooring, where the subfloor space is enclosed with—

- i) a wall that complies with the standards for an external wall below; or
- ii) a mesh or perforated sheet with a maximum aperture of 2 mm, made of corrosion resistant steel, bronze or aluminium; or
- iii) a combination of Items (a) and (b) above.

b) Unenclosed subfloor space

Where the subfloor space is unenclosed, the bearers, joists and flooring, less than 400 mm above finished ground level, shall be one of the following:

- i) materials that comply with the following:
 - (a) bearers and joists shall be—
 - i) non-combustible; or

- ii) bushfire-resisting timber (refer to the table at the end of this document); or
 - iii) a combination of Items (i) and (ii) above.
- (b) Flooring shall be—
- i) non-combustible; or
 - ii) bushfire-resisting timber (refer to the table at the end of this document); or
 - iii) timber (other than bushfire-resisting timber), particleboard or plywood flooring where the underside is lined with sarking type material or mineral wool insulation; or
 - d) a combination of any of Items (i), (ii) or (iii) above; or

ii) a system complying with AS 1530.8.1

This Standard does not provide construction requirements for elements of elevated floors, including bearers, joists and flooring, if the underside of the element is 400 mm or more above finished ground level.

EXTERNAL WALLS

1) Walls

The exposed components of an external wall that are less than 400 mm from the ground or less than 400 mm above decks, carport roofs, awnings and similar elements or fittings having an angle less than 18 degrees to the horizontal and extending more than 110 mm in width from the wall shall be:

- (a) Non-combustible material such as cavity brick, masonry veneer walls with an outer leaf of clay, concrete, calcium silicate or natural stone, precast or in situ walls of concrete or aerated concrete or earth walling including mud brick; or
- (b) Timber logs of a species with a density of 680 kg/m3 or greater at a 12 percent moisture content; of a minimum nominal overall thickness of 90 mm and a minimum thickness of 70 mm (see Clause 3.11of Standard); and gauge planed; or
- (c) Cladding that is fixed externally to a timber-framed or a steel-framed wall and is—
 - (i) Non-combustible material; or
 - (ii) Fibre-cement a minimum of 6 mm in thickness; or
 - (iii) Bushfire-resisting timber (refer to the table at the end of this document); or
 - (iv) A timber species as specified in Appendix E of the Standard; or
 - (v) a combination of any of Items (i), (ii), (iii) or (iv) above; or
- (d) A combination of any of Items (a), (b) or (c) above.

2) Joints

All joints in the external surface material of walls shall be covered, sealed, overlapped, backed or butt-jointed to prevent gaps greater than 2 mm.

3) Vents and weepholes

Vents and weepholes in external walls shall be screened with a mesh with a maximum aperture of 2 mm, made of corrosion-resistant steel, bronze or aluminium, except where the vents and weepholes have an aperture less than 2 mm.

EXTERNAL WINDOWS and DOORS

1) Windows

Window assemblies shall comply with one of the following:

- (a) They shall be completely protected by a bushfire shutter that complies with Note 1 below; or
- (b) They shall be completely protected externally by screens that comply with Note 2; or
- (c) They shall comply with the following:

- (i) For window assemblies less than 400 mm from the ground or less than 400 mm above decks, carport roofs, awnings and similar elements or fittings having an angle less than 18 degrees to the horizontal and extending more than 110 mm in width from window frames and window joinery

the window frame, shall be made from:

- (A) Bushfire-resisting timber (refer to the table at the end of this document); or
- (B) A timber species as specified in Appendix E of the Standard; or
- (C) Metal; or
- (D) Metal-reinforced PVC-U. The reinforcing members shall be made from aluminium, stainless corrosion-resistant steel and the frame shall satisfy the design load, structural strength of

steel, or and sash performance and the member.

- (ii) Externally fitted hardware that supports the sash in its functions of opening and closing shall be

metal.

- (iii) Where glazing is less than 400 mm from the ground or less than 400 mm above decks, carport roofs, awnings and similar elements or fittings having an angle less than 18 degrees to the horizontal and extending more than 110 mm in width from the window frame, the glazing shall be Grade A safety glass minimum 4 mm thickness, or glass blocks with no restriction on glazing methods.

- (iv) Where glazing is other than that specified in Item (iii) above, annealed glass may be used.

- (v) The openable portions of windows shall be screened internally or externally with screens that comply with Note 2 below.

FOR CONSTRUCTION

Proposed Residence
at lot 4 (445) Old Melbourne Rd., Ballan 3342

David Calleja B.E.(Civ) M.I.E.Aust

BUILDING DESIGNER DP-AD1100 and STRUCTURAL ENGINEER EC1059

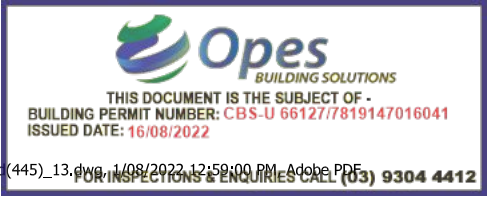
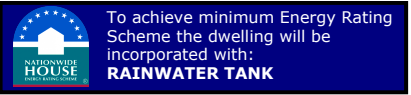
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drawn: DC
date: 20/03/2020

Job No: 40037

N5



2) Screens

Screening of the openable portions of all windows is required in all BALs to prevent the entry of embers to the building when the window is open. Screening of the openable and fixed portions of some windows is required in some BALs to reduce the effects of radiant heat on some types of glass.

If the screening is required to reduce the effects of radiant heat on the glass, the screening has to be external so that the glass in the openable portion of the window will be protected when it is shut.

If the screening is required only to prevent the entry of embers, the screening may be fitted externally or internally.

3) Doors—Side-hung external doors (including French doors, panel fold and bi-fold doors)

Side-hung external doors, including French doors, panel fold and bi-fold doors, shall comply with one of the following:

(a) Doors and door frames shall be protected by bushfire shutters that comply with Note 1; or

(b) Doors and door frames shall be protected externally by screens that comply with Note 2; or

(c) Doors and door frames shall comply with the following:

(i) Doors shall be—

(A) non-combustible; or

(B) a solid timber, laminated timber or reconstituted timber door, having a minimum thickness of 35 mm for the first 400 mm above the threshold; or

(C) a door, including a hollow core door, with a non-combustible kick plate on the outside for the first 400 mm above the threshold; or

(D) a door, including a hollow core door, protected externally by a screen that complies with Clause Note 2 below; or

(E) a fully framed glazed door, where the framing is made from materials specified for bushfire shutters (See Note 2 below), or from a timber species as specified at the end of this document.

(ii) Where doors incorporate glazing, the glazing shall comply with the requirements for windows.

(iii) Doors shall be tight-fitting to the door frame and to an abutting door, if applicable.

(iv) Where any part of the door frame is less than 400 mm from the ground or less than 400 mm above decks, carport roofs, awnings and similar elements or fittings having an angle less than 18 degrees to the horizontal and extending more than 110 mm in width from the door, that part of the door frame shall be made from:

(A) Bushfire-resisting timber (refer to the table at the end of this document); or

(B) A timber species as specified in Appendix E of the Standard; or

(C) Metal; or

(D) Metal-reinforced PVC-U. The reinforcing members shall be made from aluminium, stainless steel, or corrosion-resistant steel and the door assembly shall satisfy the design load, performance and structural strength of the member.

(v) Weather strips, draught excluders or draught seals shall be installed at the base of side-hung external doors.

(d) Sliding doors

Sliding doors shall comply with one of the following:

(a) They shall be completely protected by a bushfire shutter that complies with Note 1; or

(b) They shall be completely protected externally by screens that comply with Note 2; or

(c) They shall comply with the following:

(i) Any glazing incorporated in sliding doors shall be Grade A safety glass complying with AS 1288.

(ii) Both the door frame supporting the sliding door and the framing surrounding any glazing shall be made from:

(A) Bushfire-resisting timber (refer to the table at the end of this document); or

(B) A timber species as specified in Appendix E of the Standard; or

(C) Metal; or

(D) Metal-reinforced PVC-U. The reinforcing members shall be made from aluminium, stainless steel, or steel and the frame and the sash load, performance and

corrosion-resistant shall satisfy the design structural strength of the member.

(iii) There is no requirement to screen the openable part of the sliding door. However, if screened, the screens shall comply with Note 2.

NOTE: The construction of manufactured sliding doors should prevent the entry of embers when the door is closed. There is no requirement to provide screens to sliding doors as it is assumed that a sliding door will be closed if occupants are not present during a bushfire event. Screens of other than those specified may not resist ember attack.

(iv) Sliding doors shall be tight-fitting in the frames.

(e) Garage Doors

The following apply to vehicle access doors:

(a) The lower portion of a vehicle access door that is within 400 mm of the ground when the door is closed shall be made from—

(i) Non-combustible material; or

(ii) Bushfire-resisting timber (refer to the table at the end of this document); or

(iii) A timber species as specified in Appendix E of the Standard; or

(iv) Fibre cement sheet, a minimum of 6 mm in thickness; or

(v) A combination of any of Items (i), (ii), (iii) or (iv) above.

(b) Panel lift, tilt doors or side-hung doors shall be fitted with suitable weather strips, draught excluders, draught seals or guide tracks, as appropriate to the door type, with a maximum gap no greater than 2 mm.

(c) Roller doors shall have guide tracks with a maximum gap no greater than 2 mm and shall be fitted with a nylon brush that is in contact with the door.

(d) Vehicle access doors shall not include ventilation slots.

Note 1: Where fitted, bushfire shutters shall be made from

a) non-combustible material, or

b) a timber species as specified in Appendix E of the Standard, or

c) bushfire-resisting timber (refer to the table at the end of this document), or

d) a combination of any of Items (a), (b), or (c) above; and

(i) be fixed to the building and be non-removable;

(ii) when in the closed position, have no gap greater than 2 mm between the shutter and the wall, the sill or the head;

(iii) be readily manually operable from either inside or outside;

(iv) protect the entire window assembly or door assembly;

(v) where perforated, have—

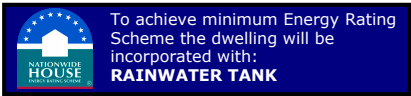
(A) uniformly distributed perforations with a maximum aperture of 2 mm when the shutter is providing radiant heat protection or 2 mm when the shutter is also providing ember protection (such as where the openable portion of the window is not screened in accordance with the requirements of the respective BAL); and

(B) a perforated area no greater than 20% of the shutter. If bushfire shutters are fitted to all external doors then at least one of those shutters shall be operable from the inside to facilitate safe egress from the building.

Note 2: Where fitted, screens for windows and doors shall have a mesh or perforated sheet with a maximum aperture of 2 mm, made of corrosion-resistant steel, bronze or aluminium. Gaps between the perimeter of the screen assembly and the building element to which it is fitted shall not exceed 2 mm.

The frame supporting the mesh or perforated sheet shall be made from metal, bushfire-resisting timber (at the end of this document; or a timber species as specified in Appendix E of the Standard.

Note 3: Where double glazed units are used the above requirements apply to the external face of the window assembly only.



FOR CONSTRUCTION

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at lot 4 (445) Old Melbourne Rd., Ballan 3342

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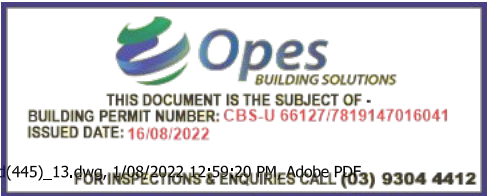
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date: 20/03/2020

Job No: 40037

N6



ROOFS
(INCLUDING VERANDA AND ATTACHED CARPORT ROOFS, PENETRATIONS, EAVES, FASCIAS, GABLES, GUTTERS AND DOWNPIPES)

1. General

The following apply to all types of roofs and roofing systems:

- (a) roof tiles, roof sheets and roof-covering accessories are to be non-combustible.
- a) the roof/wall junction is to be sealed to prevent openings greater than 2 mm, either by the use of fascia and eaves linings or by sealing between the top of the wall and the underside of the roof and between the rafters at the line of the wall.
- (c) roof ventilation openings, such as gable and roof vents, are to be fitted with ember guards made of non-combustible material or a mesh or perforated sheet with a maximum aperture of 2 mm, made of corrosion-resistant steel, bronze or aluminium.

2. Tiled roofs.

Tiled roofs shall be fully sarked. The sarking shall—

- (a) be located on top of the roof framing, except that the roof battens may be fixed above the sarking;
- (b) cover the entire roof area including ridges and hips; and
- (c) extend into gutters and valleys.

3. Sheet roofs

Sheet roofs shall—

- (a) be fully sarked, except that foil-backed insulation blankets may be installed over the battens; and
- (b) have any gaps greater than 3 mm (such as under corrugations or ribs of sheet roofing and between roof components) sealed at the fascia or wall line and at valleys, hips and ridges by—
 - (i) a mesh or perforated sheet with a maximum aperture of 2 mm, made of corrosion-resistant steel, bronze or aluminium; or
 - (ii) mineral wool; or
 - (iii) other non-combustible material; or
 - (iv) a combination of any of Items (i), (ii) or (iii) above.

Note: Sarking is used as a secondary form of ember protection for the roof space to account for minor gaps that may develop in sheet roofing.

4. Verandah, carport and awning roofs

The following apply to veranda, carport and awning roofs:

- (a) A veranda, carport or awning roof forming part of the main roof space shall meet all the requirements for the main roof.
- (b) A veranda, carport or awning roof separated from the main roof space by an external wall shall have a non-combustible roof covering.

NOTE: There is no requirement to line the underside of a veranda, carport or awning roof that is separated from the main roof space. non-combustible and flashed at the junction with the roof with non-combustible material.

5. Roof penetrations

The following apply to roof penetrations:

- (a) Roof penetrations, including roof lights, roof ventilators, roof-mounted evaporative cooling units, aerials, vent pipes and supports for solar collectors, shall be adequately sealed at the roof to prevent gaps greater than 2 mm. The material used to seal the penetration shall be non-combustible.
 - (b) Openings in vented roof lights, roof ventilators or vent pipes shall be fitted with ember guards made from a mesh or perforated sheet with a maximum aperture of 2 mm, made of corrosion-resistant steel, bronze or aluminium. This requirement does not apply to the exhaust flues of heating or cooking devices with closed combustion chambers. In the case of gas appliance flues, ember guards shall not be fitted.
- NOTE: Gasfitters are required to provide a metal flue pipe above the roof and terminate with a certified gas flue cowl complying with AS 4566. Advice may be obtained from State gas technical regulators.
- (c) All overhead glazing shall be Grade A safety glass complying with AS 1288.
 - (d) Glazed elements in roof lights and skylights may be of polymer provided a Grade A safety glass diffuser, complying with AS 1288, is installed under the glazing. Where glazing is an insulating glazing unit (IGU), Grade A toughened safety glass minimum 4 mm thickness, shall be used in the outer pane of the IGU.

- (e) Flashing elements of tubular skylights may be of a fire-retardant material, provided the roof integrity is maintained by an under-flashing of a material having a flammability index no greater than 5.
- (f) Evaporative cooling units shall be fitted with non-combustible butterfly closers as close as practicable to the roof level or the unit shall be fitted with non-combustible covers with a mesh or perforated sheet with a maximum aperture of 2 mm, made of corrosion-resistant steel, bronze or aluminium.
- (g) Vent pipes made from PVC are permitted.

6. Eaves linings, fascias and gables

The following apply to eaves linings, fascias and gables:

- (a) Gables shall comply with the requirements for external walls above.
- (b) Eaves penetrations shall be protected the same as for roof penetrations, as specified for roof penetrations.
- (c) Eaves ventilation openings greater than 3 mm shall be fitted with ember guards made of non-combustible material or a mesh or perforated sheet with a maximum aperture of 2 mm, made of corrosion-resistant steel, bronze or aluminium. Joints in eaves linings, fascias and gables may be sealed with plastic joining strips or timber storm moulds.

NOTE: The Standard does not provide construction requirements for fascias, barge boards and eaves linings.

7. Gutters and downpipes

The Standard does not provide material requirements for—

- (a) gutters, with the exception of box gutters; and
- (b) downpipes.

If installed, gutter and valley leaf guards shall be non-combustible. Box gutters shall be non-combustible and flashed at the junction with the roof with non-combustible material.

VERANDAHS, DECKS, STEPS, RAMPS AND LANDINGS

1) General

Decking may be spaced.

There is no requirement to enclose the subfloor spaces of verandas, decks, steps, ramps or landings.

2) Enclosed subfloor spaces of verandas, decks, steps, ramps and landings

a) Materials to enclose a subfloor space

The subfloor spaces of verandas, decks, steps, ramps and landings are considered to be 'enclosed' when —

- i) the material used to enclose the subfloor space complies with the standards for external walls above; and
- ii) all openings greater than 2 mm are screened with a mesh or perforated sheet with a maximum aperture of 2 mm, made of corrosion-resistant steel, bronze or aluminium.

b) Supports

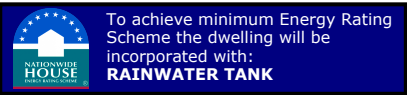
The Standard does not provide construction requirements for support posts, columns, stumps, stringers, piers and poles.

c) Framing

The Standard does not provide construction requirements for the framing of verandas, decks, ramps or landings (i.e., bearers and joists).

d) Decking, stair treads and the trafficable surfaces of ramps and landings Decking, stair treads and the trafficable surfaces of ramps and landings shall be—

- i) of non-combustible material; or
- ii) of bushfire-resisting timber (refer to the table at the end of this document); or
- iii) a combination of Items (i) and (ii) above.



FOR CONSTRUCTION

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at lot 4 (445) Old Melbourne Rd., Ballan 3342

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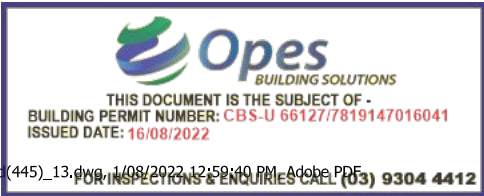
BUILDING DESIGNER DP-AD1100 and STRUCTURAL ENGINEER EC1059

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tel: 0419 319 391

drawn: DC
date: 20/03/2020

Job No: 40037



CONNECT SWD TO
PROPERTY INLET

90Ø UPVC SWD
1:100 MIN GRADE

PROVIDE 10'S
@ 9.00m MAX CTRS AND
AT CHANGE OF DIRECTIONS

THE FINISHED FLOOR LEVEL
OF THE DWELLING IS NOT
TO EXCEED 800mm FROM
THE NATURAL SURFACE
LEVEL.

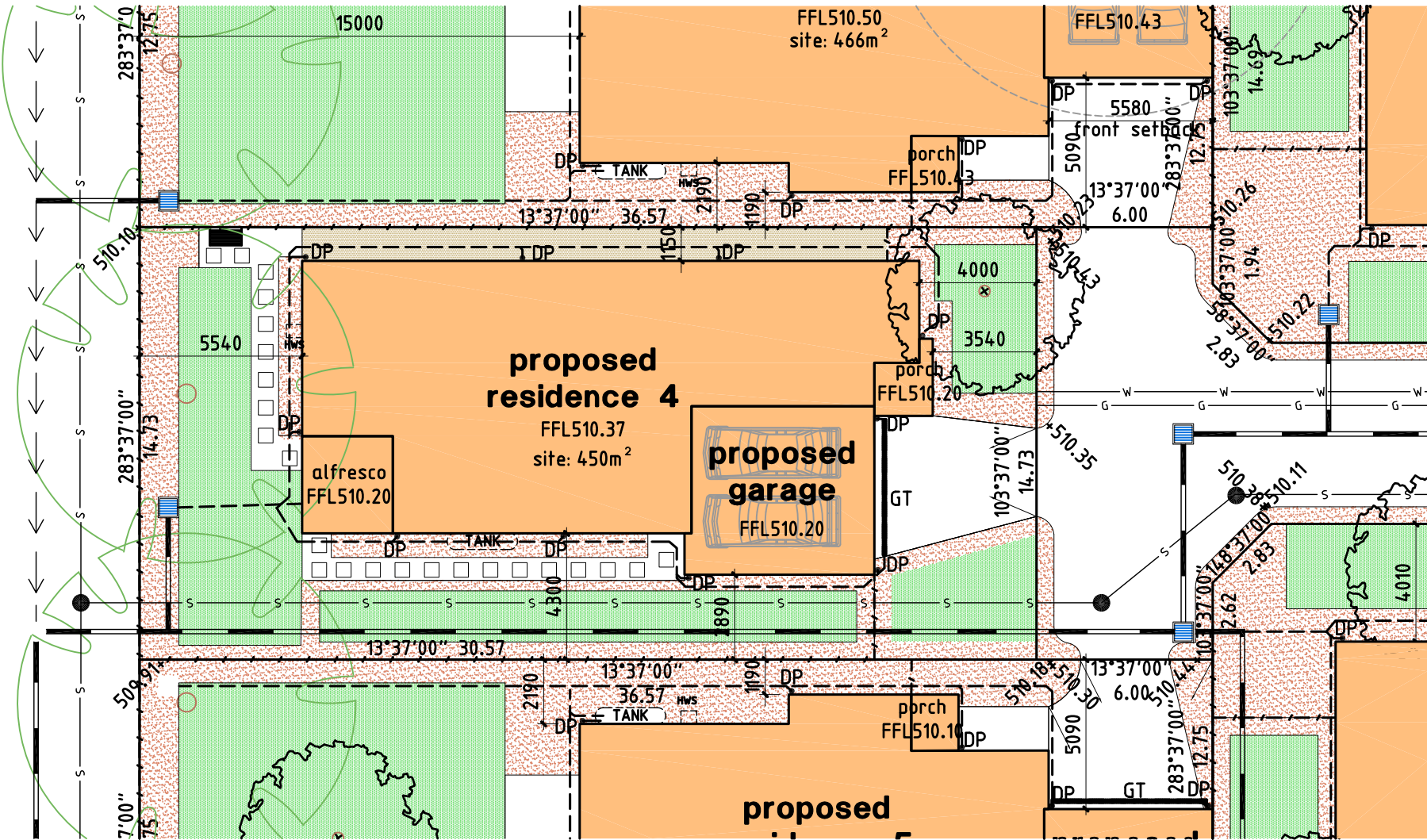
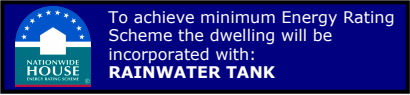
ALL BOUNDARY FENCING TO
BE AT LEAST 1.80m HIGH
FROM FINISHED GROUND
LEVEL.

LEVELS ARE TO BE
CONFIRMED BY OWNER
USING LICENCED LAND
SURVEYOR.

2000 LITRE RAINWATER
TANK CONNECTED TO THE
SANITARY FLUSHING
SYSTEM OR SOLAR HOT
WATER UNIT.

BUSHFIRE ATTACK LEVEL ASSESSMENT

Reference document 'AS 3959 construction of buildings in
bush fire prone areas'
Relevant Fire Danger Index FDI - 100
Predominate vegetation type within 100m of the site: Refer to BAL
Report Ref: 1170
Prepared by Ozkan Ors on the 25/07/2022
Mob: 0478 188 968 Email: bal.victoria@outlook.com
Effective slope of land - 0
Determination of Bushfire Attack Level BAL - 12.5



site plan scale 1:200

FOR CONSTRUCTION

SITE ANALYSIS

SITE AREA:	450m ²	
GROUND FLOOR:	149.07m ²	(16.05 sqrs)
PORCH:	3.98m ²	(0.42 sqrs)
GARAGE:	36.10m ²	(3.89 sqrs)
ALFRESCO:	10.23m ²	(1.10 sqrs)
TOTAL BUILDING AREA:	199.38m ²	(21.46 sqrs)
OVERALL BUILDING FOOTPRINT:	199.38m ²	(44.31% site)
PAVEMENT	45.38m ²	
PERMEABILITY	205.24m ²	(45.61% site)
SECLUDED PRIVATE OPEN SPACE:	137.63m ²	
GARDEN AREA:	228.63m ²	(50.81% site)

DWELLING 4

Proposed Residence
at lot 4 (445) Old Melbourne Rd., Ballan 3342

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date: 20/03/2020

A1

Job No: 40037



ARTIFICIAL LIGHTING

The artificial lighting provision is not to exceed the following:

- 5W/m2 for habitable spaces;
- 4W/m2 for verandah or balcony attached to a class 1 building;
- 3W/m2 for a class 10.

CONSTRUCTION OF SANITARY COMPARTMENTS

The door to a fully enclosed sanitary compartment must:

- open outwards; or
- slide; or
- be readily removable from the outside of the compartment,

unless there is a clear space of at least 1.2m between the closet pan within the sanitary compartment and the nearest part of the doorway.

WATERPROOFING TO WET AREAS
WET AREAS

To all Wet areas provide ceramic tiles bonded to fully compressed fibre-cement sheets or approved similar, to walls to a height of not less than 1800 mm around shower recesses measured from the lowest point of the shower base, and not less than 300 mm above the rim of the bath, vanity, sinks and troughs.

To the timber floor containing a shower and/or bath is to be waterproofed entirely and to comply NCC BCA 2013 and AS37400-2010.

Laundries and wc to have the entire timber floor water resistant.

CONSTRUCTION OF STAIRS AND BALUSRADING:

- Constant riser and going dimensions to be used throughout each stair flight
- Balustrades must not permit a 125mm sphere from passing between balusters
- A minimum 1.0 metre in height balustrade system installed
- The height of the balustrade system must not be less than 865 above the floor to a stair
- A balustrade must be designed to take loading forces in accordance with AS/NZ 1170.1

GLAZING

All glazing shall be in accordance with AS 1288 wherein, glazing within 500mm of the floor level shall be 5mm thickened annealed, glazed doors and associated side panels shall be annealed, glazed doors and associated side panels shall be 5.38mm laminated safety glass and bathroom windows within 2.0m of the bath or 500mm from the shower enclosure shall be 3mm toughened safety glass.

DOORWAYS

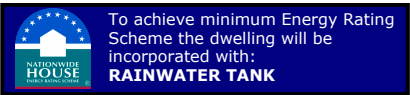
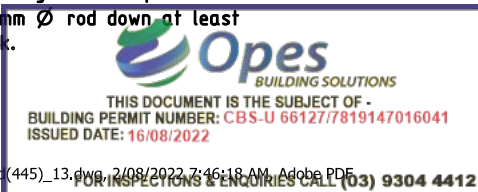
Referring to all doorways, if the threshold sill of a doorway is greater than 190mm above the finished surface of the ground or floor level to which the doorway opens, a landing shall be provided no less than the width of the door leaf.

ISOLATED PIERS

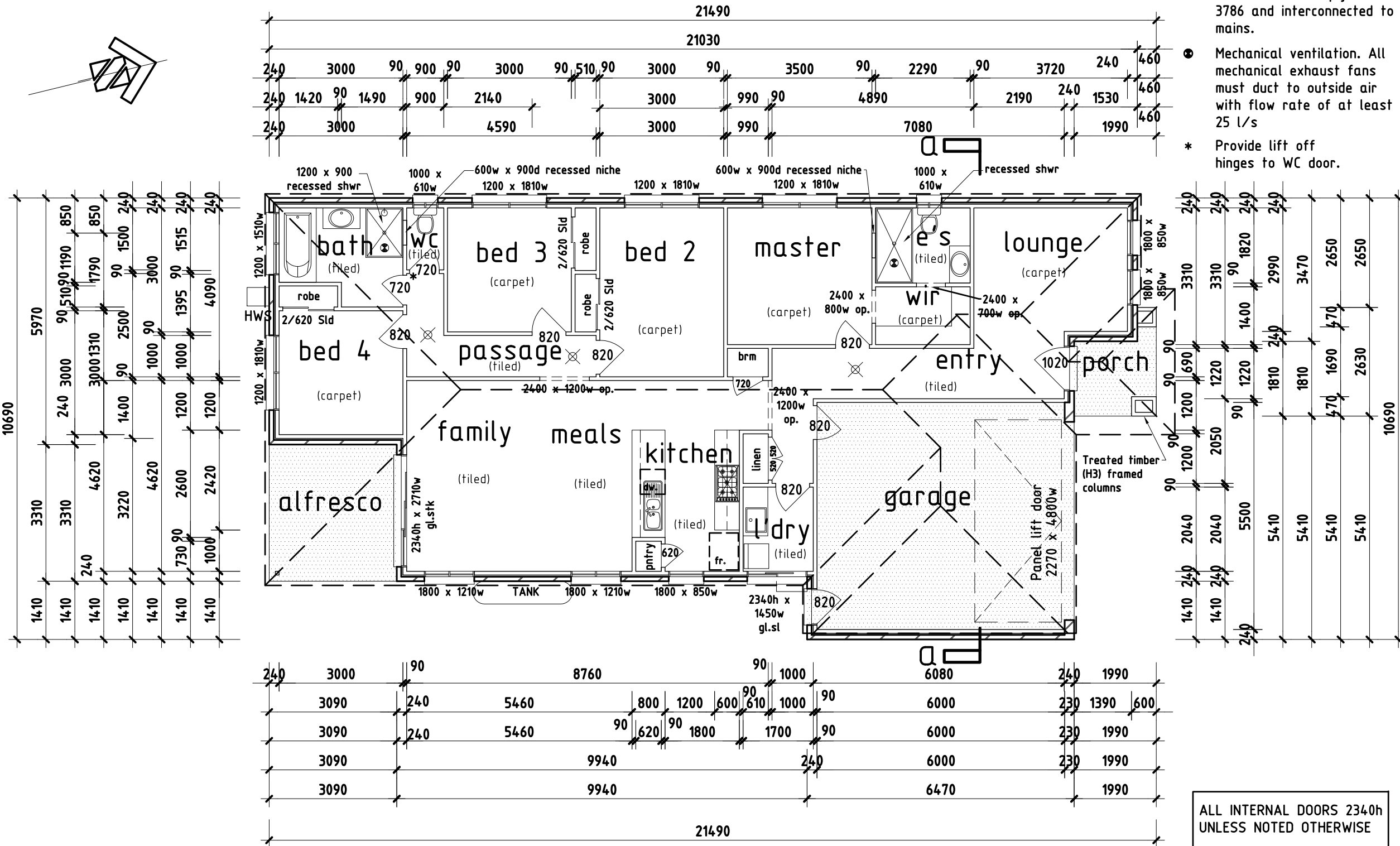
Isolated piers to have a built in 32 x 0.8mm galvanised strap fixed to roof the structure and extended the full height of the pier which is looped around a 10mm Ø rod down at least 6 courses of brickwork.

AREAS:

GROUND FLOOR:	149.07m ²	(16.05 sqrs)
PORCH:	3.98m ²	(0.42 sqrs)
GARAGE:	36.10m ²	(3.89 sqrs)
ALFRESCO:	10.23m ²	(1.10 sqrs)
TOTAL BUILDING AREA:	199.38m ²	(21.46 sqrs)



Determination of Bushfire Attack Level BAL - 12.5



- ✗ Smoke detectors to be hard wired and to comply with AS 3786 and interconnected to mains.
- Mechanical ventilation. All mechanical exhaust fans must duct to outside air with flow rate of at least 25 l/s
- * Provide lift off hinges to WC door.

ALL INTERNAL DOORS 2340h
UNLESS NOTED OTHERWISE

floor plan scale 1:100

FOR CONSTRUCTION
DWELLING 4

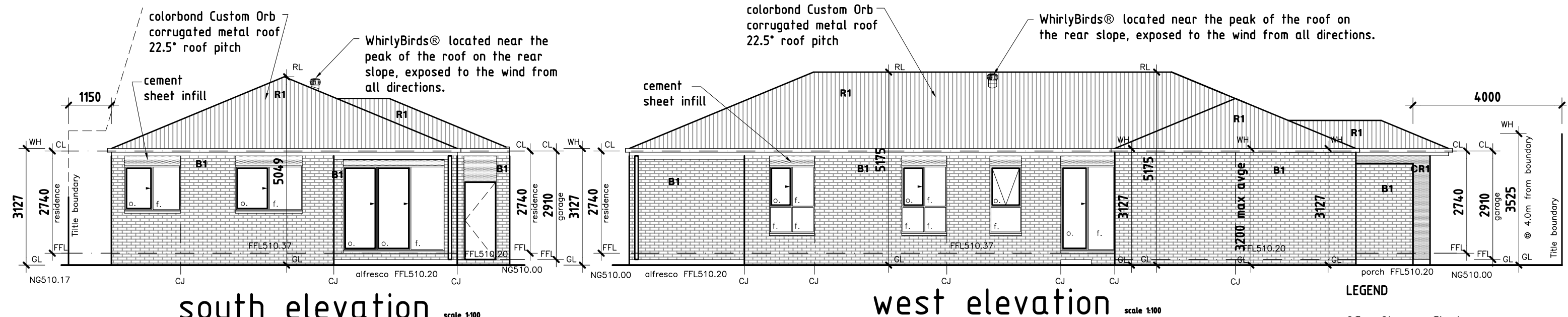
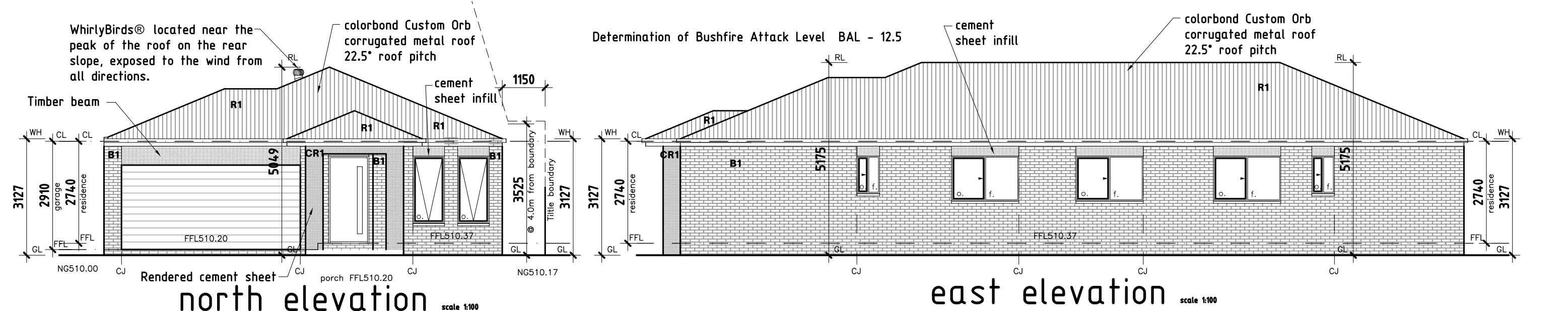
Proposed Residence
at lot 4 (445) Old Melbourne Rd., Ballan 3342

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date: 20/03/2020

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Job No: 40037



FOR CONSTRUCTION

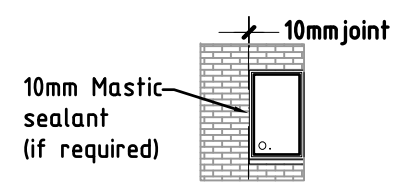
DWELLING 4

LEGEND	SCHEDULE OF FINISHES	COLOUR	HATCH
R1	COLORBOND CORRUGATED METAL ROOF	SURMIST	
CR1	RENDER	SHALE GREY	
B1	BRICKS - ADVANCED BRICKS	MOCHA	
T1	PORCH TIMBER INFILL	NATURAL TIMBER - WALNUT	
W1	ALUM. WINDOW FRAMES	SURMIST	
G1	GUTTERS/FASCIA	SURMIST	
DP1	DOWNPIPES	SURMIST	
D1	FRONT DOOR	WALNUT	
PL1	PANEL LIFT DOORS - SLIMLINE	GREY	
MB1	METER BOX	MONUMENT	
DV1	CONCRETE DRIVEWAY	PLAIN CONCRETE	

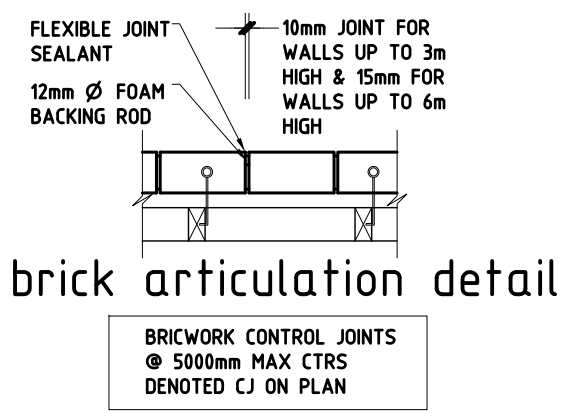
Opes
BUILDING SOLUTIONS

THIS DOCUMENT IS THE SUBJECT OF -
BUILDING PERMIT NUMBER: CBS-U 66127/7819147016041
ISSUED DATE: 16/08/2022

FOR INSPECTIONS & ENQUIRIES CALL (03) 9304 4412



- Articulation joints between masonry elements must have a width of not less than 10 mm. Articulation joints must either be filled with:
- a compressible foam or polystyrene filler and a flexible sealant; or
 - a purpose made backer rod and a flexible sealant



To achieve minimum Energy Rating Scheme the dwelling will be incorporated with:

RAINWATER TANK

This land is located within a Bushfire Prone Zone.

BAL 12.5

Proposed Residence
at lot 4 (445) Old Melbourne Rd., Ballan 3342

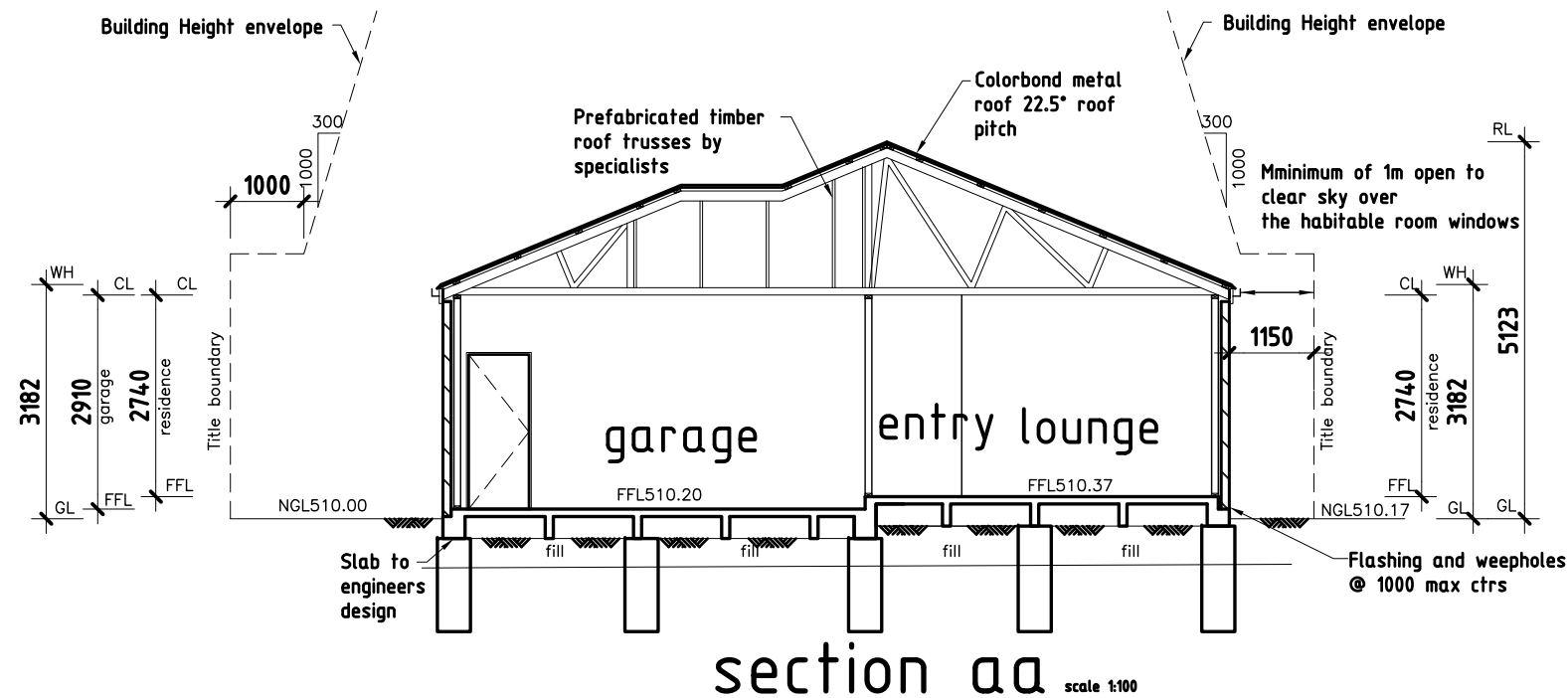
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Job No: 40037

Determination of Bushfire Attack Level BAL - 12.5

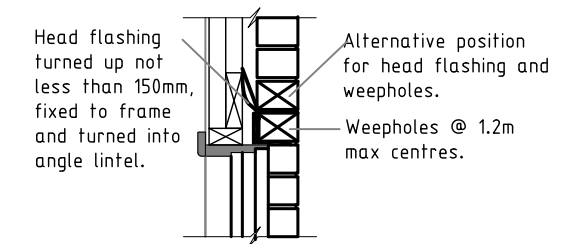
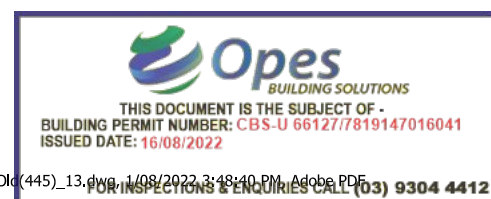
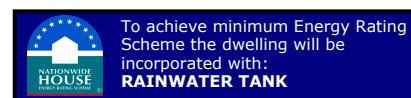


HOUSE ENERGY RATING REQUIREMENTS

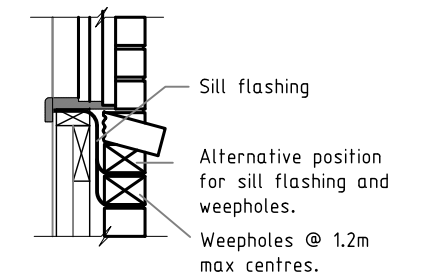
- Ground Floor structure: Concrete waffle slab on ground
- Brick Venner Walls: R2.5 Rockwool batts - 1 layer anti-glare foil
- Garage partition Walls: R2.5 Rockwool batts
- Roofing: Colorbond metal roof
- Ceiling: Plasterboard ceiling with R6.0 wool insulation
- Windows: Aluminium Improved single-glazed,
Awning: clear U = 6.70; SHGC = 0.57
Sliding/fixed: clear U = 6.70; SHGC = 0.70
- Glass sliding doors: Aluminium Improved double-glazed,
Sliding/fixed: clear U = 6.70; SHGC = 0.70

Doors: All external and utility doors to be provided with approved weather strips.

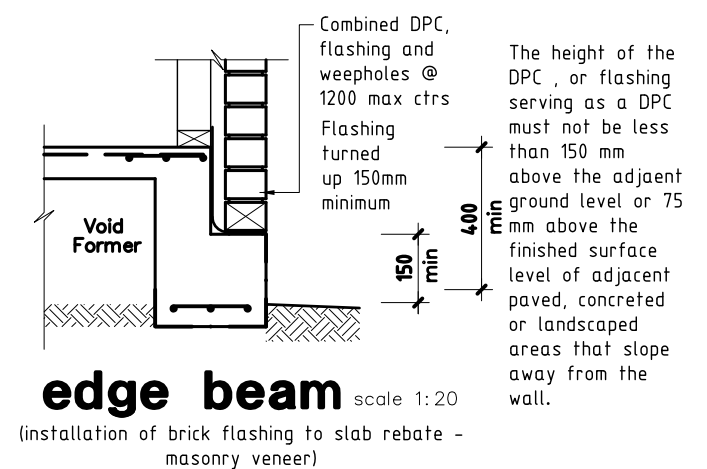
- Vents: All vents to be provided with an approved damper or louvres which close tightly when the fan is not in use.



typical head detail scale 1:20
(installation of head flashing - masonry veneer)



typical sill detail scale 1:20
(installation of sill flashing - masonry veneer)



FOR CONSTRUCTION

DWELLING 4

**Proposed Residence
at lot 4 (445) Old Melbourne Rd., Ballan 3342**

David Calleja B.E.(Civ) M.I.E.Aust

BUILDING DESIGNER DP-AD1100 and STRUCTURAL ENGINEER EC1059

137 Rowan Drive
Kealba Vic 3021

tel: 0419 319 391

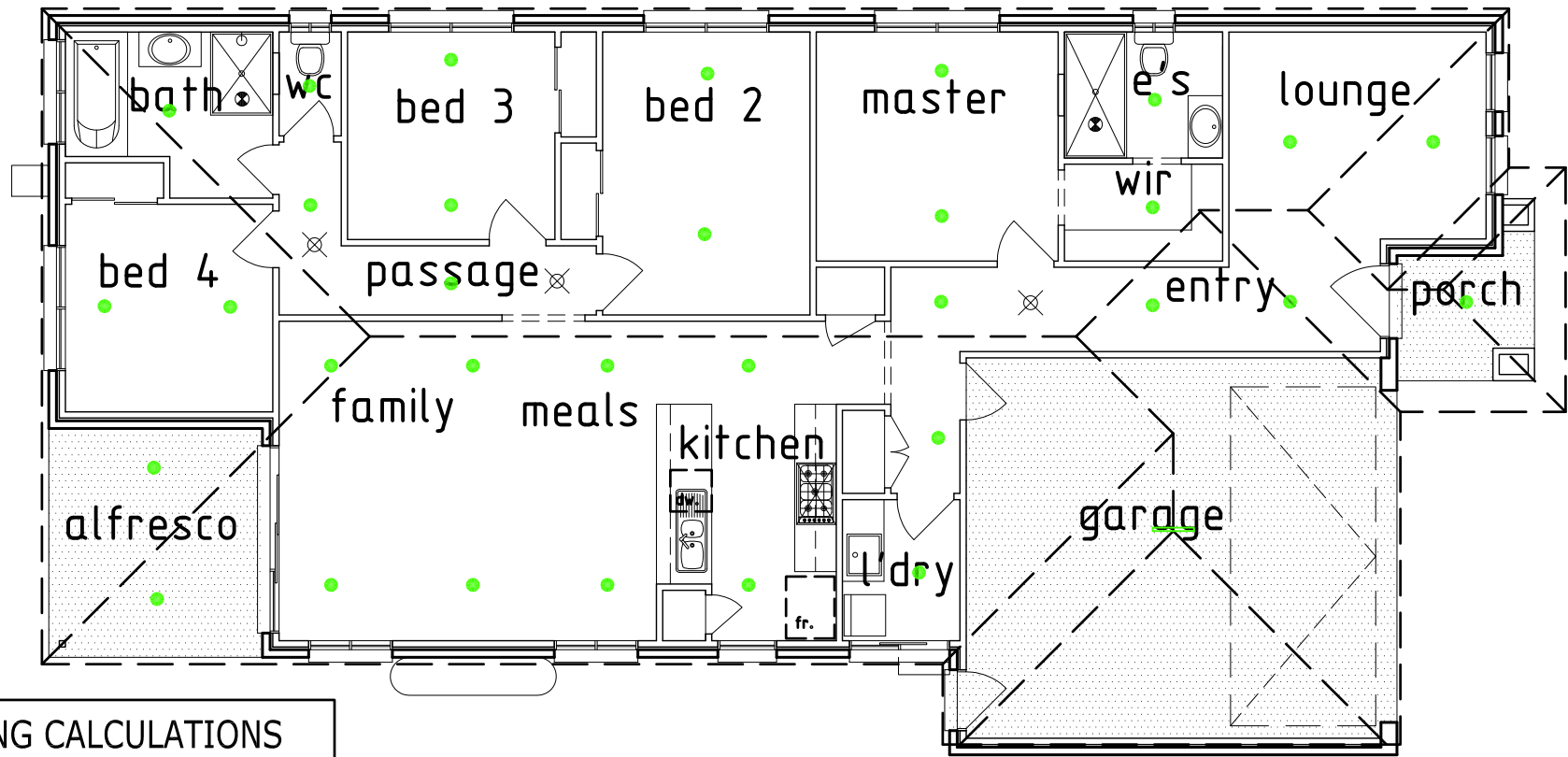
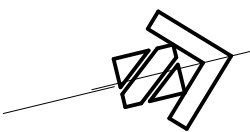
email: david@medesco.com.au

drawn: DC
date: 20/03/2020

A4
Job No: 40037

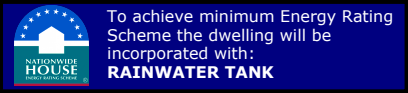
LEGEND

SYMBOL	EXPLANATION
	POWER CABLE
	LIGHT SWITCH
	WALL LIGHT
	POWER POINT
	SINGLE GPO @ 300MM HIGH
	DOUBLE GPO @ 300MM HIGH
	SINGLE GPO @ 1200MM HIGH
	DOUBLE GPO @ 1200MM HIGH
	SINGLE GPO TO APPLIANCES OR NOMINATED HIEGHT
	EXTERNAL WEATHER PROOF SINGLE GPO TO NOMINATED HEIGHT
	G.P.O IN CUPBOARD
	LIGHT ON CEILING
	EYEBALL LIGHT SMALL
	EYEBALL LIGHT LARGE
	DOWN LIGHT
	INTERNAL LIGHT WALL MOUNTED
	EXTERNAL LIGHT WALL MOUNTED
	EXTERNAL GRILL LIGHT WALL MOUNTED
	EXTERNAL FLOOD LIGHT
	EXTERNAL FLOOD LIGHT SENSORED
	600 SINGLE FLUORESCENT WITH OPAL DIFFUSER
	600 DOUBLE FLUORESCENT WITH OPAL DIFFUSER
	T.V. POINT
	TELEPHONE POINT
	DATA POINT
	LIGHT SWITCH
	DIMMER SWITCH
	WALL MOUNTED SPEAKER
	INTERCOM MASTER STATION
	INTERCOM STATION
	ALARM SYSTEM
	LIGHT SENSOR
	EXHAUST FAN
	SMOKE ALARM HARD WIRED
	3 IN 1 FAN, LIGHT, HEATER
	CEILING FAN
	EVAPORATIVE COOLING OUTLET
	DUCTED HEATING FLOOR
	DUCTED HEATING CEILING
	DUCTED VACUUM OUTLET
	DUCTED VACUUM SYSTEM
	MAN HOLE
	SKY LIGHT
	SKY LIGHT EXHAUSTED
	HOT WATER SERVICE
	METER BOX
	GARDEN TAP
	GAS METER



ARTIFICIAL LIGHTING CALCULATIONS				
MAX. ARTIFICIAL LIGHTING PROVISION (HABITABLE AREAS)		5 W/m2		
MAX. ARTIFICIAL LIGHTING PROVISION (PORCH)		4 W/m2		
MAX. ARTIFICIAL LIGHTING PROVISION (GARAGE)		3 W/m2		
240V BATTEN LIGHTS		7 WATTS		
	LIGHTS (QTY)	AREA m2	TOTAL (W)	(W) PERMITTED
HABITABLE ROOM				
MASTER	2	11.59	14	57.90
BED 2	2	12.27	14	61.35
BED 3	2	9.00	14	45.00
BED 4	2	9.00	14	45.60
WIR	1	3.21	7	16.05
E'S	1	4.17	7	20.85
WC	1	1.35	7	6.75
LOUNGE	2	11.12	14	55.60
FAMILY	4	14.83	28	74.15
MEALS	2	10.39	14	51.95
KITCHEN	2	12.69	14	63.45
PASSAGE	2	5.94	14	29.70
L'DRY	1	3.47	7	17.35
ENTRY	4	11.59	28	57.95
ALFRESCO	2	10.23	14	51.15
PORCH	1	3.48	7	13.92
GARAGE	1	33.00	7	99.00

electrical plan scale 1:100



FOR CONSTRUCTION

DWELLING 4

Proposed Residence
at lot 4 (445) Old Melbourne Rd., Ballan 3342
David Calleja B.E.(Civ) M.I.E.Aust
BUILDING DESIGNER DP-AD1100 and STRUCTURAL ENGINEER EC1059
137 Rowan Drive
Kealba Vic 3021
email: david@medesco.com.au

drawn: DC
date: 20/03/2020

E1
Job No: 40037



Opes
BUILDING SOLUTIONS

ARTIFICIAL LIGHTING AROUND THE PERIMETER OF THE BUILDING MUST:
BE CONTROLLED BY A DAYLIGHT SENSOR OR;
HAVE AN AVERAGE LIGHT SOURCE EFFICIENCY OF NO MORE THAN 40 LUMENS/W

THIS DOCUMENT IS THE SUBJECT OF -
BUILDING PERMIT NUMBER: CBS-U 66127/7819147016041
ISSUED DATE: 16/08/2022

FOR INSPECTIONS & ENQUIRIES CALL (03) 9304 4412

Date:	3/02/2022	Quote Ref.:	DH-OLD-2104-004
Client Name:	Jahan's Investments PTY LTD		
Postal Address:	14 DURROL WAY CAROLINE SPRINGS 3023		
Email:	mmouiz@dezignerhomes.com.au		
Job Address:	LOT 1 445 Old MELBOURNE RD BALLAN		

Please note that the following is a list of included options. All additional or other options not included in this list below will incur additional costs.

Plans and Permits	
Architectural construction plans	Included
Structural engineer design for building permit	Included
Soil test	Included
6-star energy rating certification	Included
Building permit	Included

Site Preparation	
Contractor all risk & public liability insurance	Included
Home warranty insurance	Included
Supply and hire of temporary security fences to perimeter of building site	Included
Supply and hire of environmental silt fence to front of property if required by council	Included
Termite protection if required by relevant authority (Part A & B)	Included
OH&S and local council requirement (excluding bushfire regulation)	Included
Establishment of safe work practices set out by Victoria Work Cover Authority	Included

Connection to Services	
Water	Included
Electricity single phase (Meter connection/Underground pit not included)	Included
Sewer	Included
Stormwater	Included

Foundations	
'H' class concrete engineered design Waffle Pod Slab as per drawings	Included
Site exaction and vegetation scrape of the building plate from up to 300mm fall	Included

Note : Rock removal or work to accommodate subterranean conditions will be raised as a variation to the building contract. Excess removal of soil will also be raised as a variation to the building contract. In the case of any required piers in the footing, the customer will be required to pay the additional costs.

Plumbing	
Two external taps (One at the front water meter, and one in the rear)	Included
Concealed plumbing (except in case of spa pump), poly piping	Included
Colorbond gutter, fascia and downpipes as per drawings	Included

Frame	
Wall frame and engineered roof trusses	Included

External Cladding	
Colorbond metal roof with whirly bird	Included

Ceiling	
Ceiling height 2700mm(+ - 10mm) (Ground Floor)	Included

Insulation	
Ceiling insulation to roof space only (excluding garage ceiling)	Included
Wall insulation: Wall bats including sisalation to external brick veneer walls	Included

Windows	
Powder coated aluminium windows	Included
Feature windows to front elevation only	Included
Bedroom Windows as per plan	Included
Bathroom Windows as per plan	Included
Toilet Windows as per plan	Included

Note: Double Glaze windows not included

Doors	
Entry doors (as per plan) 2340mm High	Included
Front door lock builder's range	Included
Internal Doors: Corinthian or Hume flush panel doors 720/770/820x2340mm	Included
Black finish internal door handles Builder's Range	Included

Kitchen Joinery	
Builder's Range cabinets and overhead cupboards from builder's range	Included
Melamine shelving finishes to all internal surfaces	Included
Stone bench top 40-60mm in Kitchen & 40mm in rest of the house	Included
Category 5 Tile splashback to wall behind cooktop	Included
Black handles throughout the house	Included
Stainless Steel kitchen sink Large Double Bowl (Undermount)	Included
Glass canopy 900mm	Included
Dishwasher: Stainless steel with double power point, water and plumbing	Included

Bathroom, Ensuite & WC	
Stone Benchtop 40mm from builder's range	Included
Toilet Suite: Soft close seat from builder's range	Included
Vanity Basin: From builder's range	Included
Basin Taps (Black Finish)	Included
Shower Taps (Black Finish)	Included
Shower Ensuite as per plan	Included
Bathroom Shower (Black Finish)	Included
Tiled shower bases as per drawings	Included
Round mirrors above vanity	Included

Paintwork	
Flat acrylic paint to ceiling and cornices	Included
Gloss enamel paint to entry door, interior doors, architraves and skirting	Included

Skirting, Architraves & Cornices	
Architrave: 67x18mm Single Bevel	Included
Skirting: 67x18mm Single Bevel	Included

Cornices: 75mm Cornices to all areas	Included
--------------------------------------	----------

Walls and Floor Tiles

Floor tiles to bathrooms, ensuites and laundry as per drawings.	Included
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Laminate Floor

Laminate floor to Entry, kitchen, lounge, meal and family areas	Included
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Robes

Sliding robes with mirrors or hinge doors as per plan	Included
Single white melamine shelf with chrome hanging rail	Included
4 shelves in storage as per drawings	Included

Electrical

2 Double power points in master bedroom	Included
1 Double power points to other bedrooms	Included
1 Double power point to fridge space	Included
1 Double power point to dishwasher	Included
1 Double power point to microwave	Included
2 Double power points in meal and family areas	Included
1 Double power point in to garage	Included
NBN conduit in garage (NBN installation to be done by owner)	Included
Smoke detectors: hardwired with battery backup	Included
TV points	Included
2 pre-wired data point with wall plate	Included
Safety switch and circuit breakers as per regulations	Included
Non-ducted Exhaust fans to bathroom, ensuite and toilet	Included

Lighting

Internal Lights: LED downlights through out the house	Included
3 nos. External sensor light - at front above garage door, rear and both sides	Included

Recycle Water or Rain Water Tank

Recycle water or rain water tank as per developer requirements	Included
--	----------

Garage

Colorbond Panel lift garage door (Timber Look Finish)	Included
Remote control garage door with 3 remotes	Included

Structural

6.5 years structural guarantee	Included
6 star energy rating	Included
All statutory warranties and guarantees	Included
3 months maintenance period	Included

Upgrades & Turnkey Inclusions

LED down lights	Included
Ranghood 900mm Domain as per plan	Included

900mm Cook top Domain brand	Included
900mm Glass Electric Oven Domain brand	Included
600mm Dishwasher Domain brand	Included
2700 Ceiling height as per plan (Ground Floor)	Included
Ppendant benchtop light Supplied & Installed	Included
2 light to Pillars at front Facade Supplied & Installed	Included
Bulkhead on island bench. Pineline at entrance	Included
Mirror Sliding to Robes	Included
Black shower heads	Included
Porcelen 600 x 600 Tiles in wet area	Included
Heat pump	Included
Mitsubishi refrigerated Cooling & Heating	Included
Semi gloss cabinetry (builder's range)	Included
Pantry as per plan	Included
1 set of drawer in kitchen	Included
Black finish vanity taps and mixers	Included
Vanity basin (builder's range)	Included
Goose neck vegie mixer kitchen tap	Included
Soft close cabinets	Included
Locks on all windows and doors	Included
Roller blind on all windows and Sliding openable doors	Included
4 pigeon holes in bedroom robes	Included
O/H cabinets in kitchen only	Included
Niches in Shower	Included
2340 x 1020 entry door as per plan	Included
Privacy locks to all bathrooms, ensuite	Included
Showers as per plan	Included
Single sink in laundry (Top Mount) builder's range (45 Litres / 60 X 45 X 23.5cm)	Included
Tiles to Laundry splash back (Builder's range)	Included
Builder's range Porcelain Tiles in bathroom and ensuite (Floor to Ceiling))	Included
Landscaping to the front of the house	Included
Landscaping to the back of the house	Included
Fencing as per plan	Included
Any Council fees, asset protection, connection fees or developer's covenants	Included

EXCLUSION	
Site to be cleaned by client before construction	Client Scope
Client to make sure that boundary pegs are on site at the time of construction commencement	Client Scope
This quote is based on inclusions and exclusions discussed on the plan	
Any ammendment in plan will incur cost to the client	
Any cost to retaining wall if any is not included	
Double Glaze windows not included	

<i>This quote is based on inclusions and exclusions discussed on the plan given by the client</i>	\$
---	----

Notes

1. This document is not to be altered under any circumstances.
2. All Prices are inclusive of GST.

Acceptance

Please sign and date to indicate acceptance of this document



Builder

Date: 3/02/2022



Client

Date: 3/02/2022

PROPERTY REPORT

From www.planning.vic.gov.au at 25 October 2023 10:37 AM

PROPERTY DETAILS

Address: **445 OLD MELBOURNE ROAD BALLAN 3342**

Lot and Plan Number: **This property has 7 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **MOORABOOL**

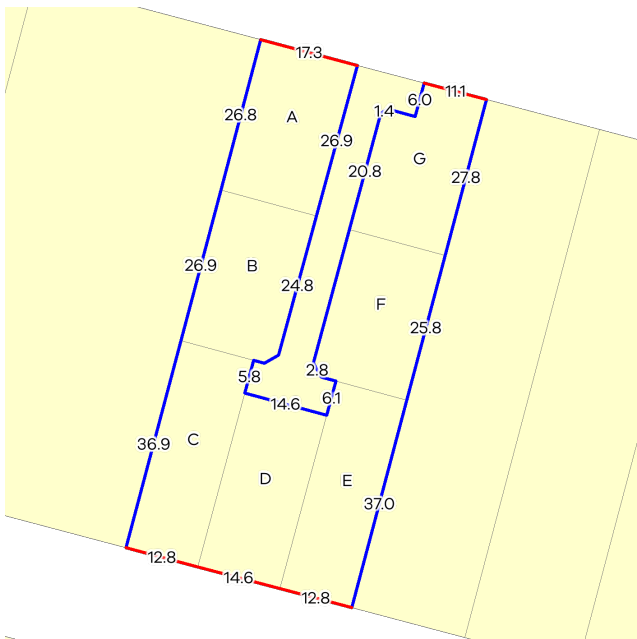
Council Property Number: **142700**

Directory Reference: **Vicroads 77 E3**

www.moorabool.vic.gov.au

SITE DIMENSIONS

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



PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI		Lot/Plan or Crown Description	SPI
A	Lot 1 PS829406	1\PS829406	E	Lot 5 PS829406	5\PS829406
B	Lot 2 PS829406	2\PS829406	F	Lot 6 PS829406	6\PS829406
C	Lot 3 PS829406	3\PS829406	G	Lot 7 PS829406	7\PS829406
D	Lot 4 PS829406	4\PS829406			

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Central Highlands Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **EUREKA**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's 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



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 25 October 2023 10:37 AM

PROPERTY DETAILS

Address: **445 OLD MELBOURNE ROAD BALLAN 3342**
Lot and Plan Number: **More than one parcel - see link below**
Standard Parcel Identifier (SPI): **More than one parcel - see link below**
Local Government Area (Council): **MOORABOOL**
Council Property Number: **142700**
Planning Scheme: **Moorabool**
Directory Reference: **Vicroads 77 E3**

www.moorabool.vic.gov.au

[Planning Scheme - Moorabool](#)

This property has 7 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Urban Water Corporation: **Central Highlands Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **EUREKA**

OTHER

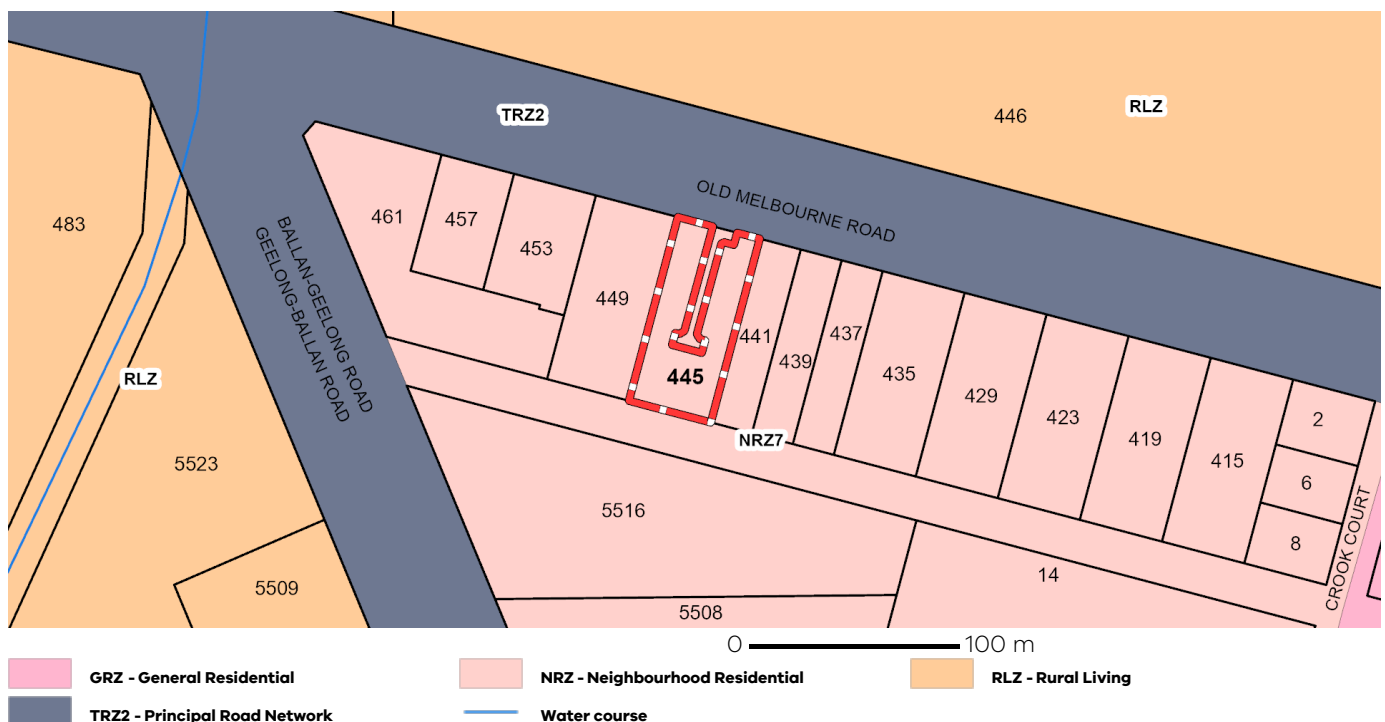
Registered Aboriginal Party: **Wadawurrung Traditional Owners
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 \(NRZ7\)](#)



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

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

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

Planning Overlays

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

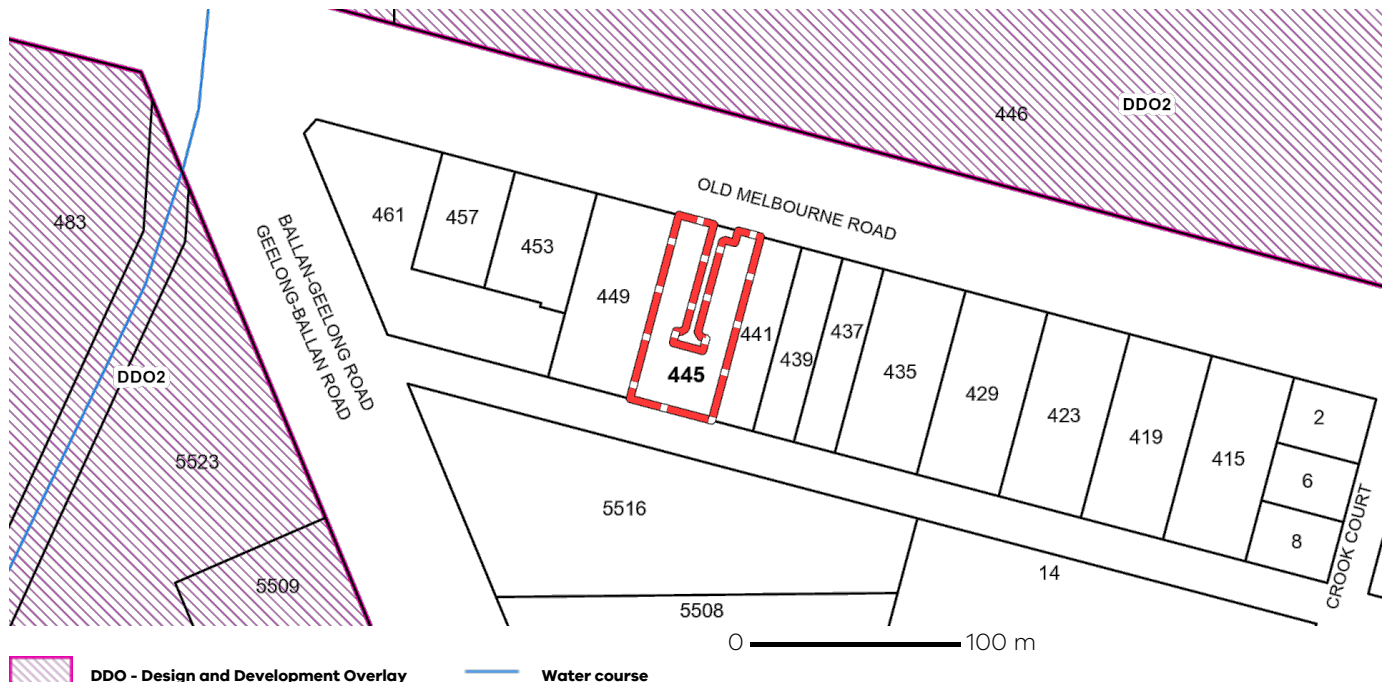
[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 \(ESO1\)](#)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)



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Further Planning Information

Planning scheme data last updated on 19 October 2023.

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>.

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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