

Form 1  
Estate Agents Act 1980  
Regulation 5(a)**CONTRACT OF SALE OF REAL ESTATE—PARTICULARS OF SALE****Part 1 of the standard form of contract prescribed by the  
Estate Agents (Contracts) Regulations 2008****PROPERTY ADDRESS: Lot , 53 Diane Crescent Croydon 3136**

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

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

and in that order of priority.

**IMPORTANT NOTICE TO PURCHASERS****Cooling-off period****Section 31****Sale of Land Act 1962**

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

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

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

**EXCEPTIONS**

The 3-day cooling-off period does not apply if—

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

**IMPORTANT NOTICE TO PURCHASERS OF “ OFF-THE PLAN” PROPERTIES****Section 9AA(1A) Sale of Land Act 1962**

- (a) Subject to the limit set by subsection 9AA(1)(b) of the Sale of Land Act, the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract.
- (b) A substantial period of time may elapse between the day on which the purchaser signs this contract for sale and the day on which the purchaser becomes the registered proprietor of the lot.
- (c) The value of the lot may change between the day on which the purchaser signs this contract for sale of this lot and the day on which the purchaser becomes the registered proprietor.

### SIGNING OF THIS CONTRACT

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

Purchasers should ensure that prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing—

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

on ...../.....2020

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Signature of Purchaser

Signature of Purchaser

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PRINT FULL NAME

PRINT FULL NAME

print name of person signing

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

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

**SIGNED BY THE VENDOR**

on ...../...../2020

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Signature of vendor

Signature of vendor

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PRINT FULL NAME

PRINT FULL NAME

print name of person signing

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

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

#### VENDOR

**HWD Homes Pty Ltd (ACN 159 676 927)**

#### VENDOR'S LEGAL ADVISORS

**HenleyLLC**

1378A Toorak Road Camberwell 3124.

Telephone: 03 9889 7988 Facsimile: 03 9889 6363

**Please quote our ref:12:HWD7563:18**

#### PURCHASER

#### PURCHASER'S LEGAL ADVISORS

#### LAND

(general conditions 3 and 9)

**Lot** , on proposed Plan of subdivision PS805864B (**Plan of Subdivision**) Parish of Mooroolbark as being part of Certificate of Title Volume 8757 Folio 211

#### PROPERTY ADDRESS

**Lot** , 53 Diane Crescent Croydon 3136

#### Goods sold with the land

(general condition 2.3(f))

All fixed floor coverings, electric light fittings, drapes, curtains, and blinds as inspected.

#### PAYMENT

(general condition 11)

##### PRICE

\$

##### DEPOSIT

\$

On date of sale or BY .....

(of which \$..... has been paid)

##### BALANCE

\$

#### GST

(general condition 13)

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

**NIL**

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

**NIL**

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

**Margin scheme**

## **SETTLEMENT**

(general condition 10)

**Settlement is due 14 days after the later of:**

- a) the date that the Vendor's Legal Practitioner notifies the Purchaser or the Purchaser's Legal Practitioner in writing of registration of the Plan; and
- b) the date that the Vendor's Legal Practitioner notifies the Purchaser or the Purchaser's Legal Practitioner in writing of the issuing of the Occupancy Permit.

## **LEASE**

(general condition 1.1)

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

**NIL**

in which case refer to general condition 1.1. If 'subject to lease' then particulars of the lease are:

**NIL**

## **TERMS CONTRACT**

(general condition 23)

If this contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then add the words 'terms contract' in this box

**NIL**

and refer to general condition 23 and add any further provisions by way of special conditions

## **LOAN**

(general condition 14)

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

Lender:

Loan amount \$

Approval date .....

## **Special conditions**

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

**Special conditions**

**FORM 2**  
(AS AT 10 AUGUST 2018)  
**Estate Agents Act 1980**

**CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS**

**TITLE**

**1. Encumbrances**

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

\* \* \* \* \*

**2. Vendor warranties**

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 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**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

**3. Identity of the land**

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

- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

**4. Services**

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

**5. Consents**

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

**6. Transfer**

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

**7. Release of security interest**

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must—
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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

- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 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.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## **8. 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.

## **9. General law land**

[deleted – not used]

## **MONEY**

### **10. Settlement**

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### **11. Payment**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and

- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## **12. Stakeholding**

- 12.1 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 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## **13. GST**

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
  - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.



- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

#### **14. Loan**

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

#### **15. Adjustments**

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

### **TRANSACTIONAL**

#### **16. Time**

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

#### **17. Service**

- 17.1 Any document sent by -
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise.
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by prepaid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner.
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### **18. Nominee**

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

**19. Liability of signatory**

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

**20. Guarantee**

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

**21. Notices**

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

**22. Inspection**

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

**23. ~~Terms contract~~**

~~23.1~~ If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:

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

~~23.2~~ While any money remains owing each of the following applies:

- ~~—— (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;~~
- ~~—— (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;~~
- ~~—— (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;~~
- ~~—— (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;~~
- ~~—— (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;~~
- ~~—— (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;~~
- ~~—— (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;~~
- ~~—— (h) the purchaser must observe all obligations that affect owners or occupiers of land;~~
- ~~—— (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.~~

**24. Loss or damage before settlement**

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

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

- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. Breach**

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

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

## **DEFAULT**

### **26. Interest**

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

### **27. Default notice**

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **28. Default not remedied**

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

----- END OF GENERAL CONDITIONS -----

# Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To:

Purchaser/recipient: \_\_\_\_\_

Property address: \_\_\_\_\_

\_\_\_\_\_

Lot no.: \_\_\_\_\_ Plan of subdivision: \_\_\_\_\_

*[Cross out whichever is not applicable]*

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

OR

The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:

Withholding amount: \$\_\_\_\_\_

The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: \_\_\_\_\_

Vendor/supplier ABN: \_\_\_\_\_

From: Vendor/supplier: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/20\_\_

Signed by or on behalf of the  
vendor/supplier: \_\_\_\_\_

#### Notes - not part of notice

1. When using the Law Institute of Victoria 'GST withholding' special condition note the requirement in 15B.8 to give the notice at least 14 days before the due date for settlement.
2. A notice is required to be given for an input taxed supply of land even though there is no withholding obligation. Residential premises which are not new are input taxed.
3. For potential residential land, where the recipient of supply is registered and acquires for a creditable purpose, neither the obligation to notify nor the withholding obligation applies.
4. Land on which there is no residential premises, but in relation to which there is potential for residential premises, is potential residential land sufficient to trigger the obligation to notify.
5. A supply of land which is designated as a supply of a going concern or land used for a farming business and which meets the requirements for an exemption will be GST-free and not taxable. Consequently, although there may have been an obligation to notify, the supply will not attract the withholding obligation.
6. There is some debate about whether the notice needs to be signed by the supplier/vendor.
7. Additional information will need to be inserted in the form where there is non-monetary consideration and this will affect the amount of the withholding.
8. If nomination occurs after a notification has been given, a fresh notification will be required.

## **SPECIAL CONDITIONS ("SC")**

### **1. Transfer**

- 1.1. General Condition 6 does not apply.
- 1.2. The transfer of land and any nomination document must be prepared by the purchaser, signed by the purchaser or nominee as the case may be and delivered to the vendor at least 21 days before settlement.
- 1.3. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document before settlement.

### **2. Guarantee**

- 2.1. General Condition 20 does not apply.
- 2.2. The vendor shall 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 by signing the attached GUARANTEE AND INDEMNITY.

### **3. Loss or damage before settlement**

- 3.1. General Conditions 24.1, 24.2, 24.4, 24.5 and 24.6 do not apply to fittings and fixtures to the property.
- 3.2. The Purchaser shall carry the risk of loss or damage to the fittings and fixtures to the property from the date of sale.

### **4. Default**

- 4.1. General Condition 26 and 27.2 do not apply.
- 4.2. A default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the vendor's intention to exercise the rights arising from the default unless, within 7 days of service of the notice—
    - (i) the default is remedied; and
    - (ii) the following costs incurred as a result of the default are paid:
      - A. all costs and expenses including legal costs on a solicitor / client basis;
      - B. the agent's commission on the sale if the vendor sells the property to another party;
      - C. Any difference in the purchase price of any subsequent sale and the purchase price agreed upon in this contract;
      - D. any direct or indirect damages incurred or suffered by the vendor;
      - E. any finance or refinancing costs interests, and any opportunity costs pursuant to the principle of *Hungerford v Walker*; and
      - F. interest calculated at 18% per annum in addition to all other money due under this contract

### **5. GST AMENDMENTS TO GC 13**

- 5.1. General condition 13.3 is replaced with the following:

If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

  - (a) the price includes GST; or
  - (b) the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.
- 5.2. General condition 13.1 (b) is deleted and replaced by the following:
  - (a) If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-48 of the GST Act; or
  - (b) General condition 13.4 is deleted and replaced by the following:

- (i) If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on;
- (ii) 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
- (iii) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

## **6. GST withholding**

- 6.1. In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cwth) and asterisked terms have the same meanings as when used in that schedule.
- 6.2. If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.
- 6.3. If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
  - (a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or
  - (b) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner except where the purchaser has complied with subparagraph (a) or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.
- 6.4. If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.
- 6.5. An amount withheld and paid as required by section 14-250 or applied as described in section 10-30(3) is treated as having been paid to the vendor.
- 6.6. Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 6.7. In this special condition, 'settlement' means the time when the first consideration for the supply (other than consideration provided as a deposit) is first provided.

## **7. Service**

General condition 17 is deleted and replaced by the following:

- 7.1. 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.
- 7.2. A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

**8. Deposit**

The deposit must be paid at the time the Purchaser signed the Contract, unless there is written consent to pay the deposit at another time other than the date the Purchaser signed the Contract.

**9. Nomination**

9.1. General condition 18 is deleted and replaced by the following:

- (a) If the Contract says that the property is sold to a named purchaser "and/or nominee" (or similar words), the named Purchaser may, if applicable, at least 21 days before the Final Settlement Date, nominate a substitute or additional purchaser (called "the Nominee") in accordance with the procedure outlined in this Special Condition.
- (b) The Purchaser shall deliver to the Vendor's Solicitor:
  - (i) A standard Sale of Real Estate Nomination Form duly completed and executed original signature(s) by both the Purchaser and the Nominee;
  - (ii) If the Nominee is or includes a company (not being a company listed on an Australian Stock Exchange), then a Guarantee in a similar form to that attached hereto duly completed and signed original signature(s) by the Directors of such company;
  - (iii) Copy of the executed Transactions Treated as Sub-Sales of Land Statutory Declaration (or any other declaration, form or statement currently required by Commissioner of State Revenue) under the Duties Act 2000 (as amended) duly completed and executed by the Transferee or, if applicable, an authorised person, in a form acceptable to the Commissioner of State Revenue.
- (c) If the documents required in this Special Condition are not provided, the Vendor shall not be obliged to recognize or give effect to such nomination.
- (d) If such nomination is made in accordance with this special condition, the Purchaser hereby authorises the person, firm or corporation then holding the deposit to hold the deposit and any other moneys paid by the Purchaser under this Contract as the deposit and any other moneys payable by the Nominee.
- (e) The Purchaser shall pay all legal costs and disbursements (on a Solicitor own client basis) incurred by the Vendor in connection and/or associated with any such nomination, whether or not it shall be recognized or given effect to by the Vendor.
- (f) The Purchaser hereby indemnifies the Vendor against all claims, demands and actions for all or any such duty as may be imposed upon the Vendor arising as a result of the Vendor having given effect to such nomination by executing the Transfer of Land in favour of the Nominee.



**10. Foreign resident capital gains withholding**

This special condition applies to contracts entered into on or after 1 July 2016.

- 10.1. Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 10.2. Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
- 10.3. This special condition only applies 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 is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 10.4. 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.
- 10.5. The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition: and
  - (b) ensure that the representative does so.
- 10.6. 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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 10.7. The representative is taken to have complied with the obligations in special condition 9.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 10.8. Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.

10.9. 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.

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

## **11. Foreign purchaser**

11.1. The Purchaser warrants:

- (a) that the purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) that the purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and
- (c) that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

11.2. The purchaser acknowledges that the vendor has entered into this contract in reliance upon the aforesaid representations and warranties and in the event that such representations or warranties proving to be false the purchaser shall be responsible for and indemnify the vendor in respect of all loss and damage suffered by the vendor, which indemnity shall be enforceable regardless or not this contract continues in force or becomes void or voidable.

## **12. Whole agreement**

12.1. The purchaser acknowledges that:

- (a) (this contract is the sole and full repository of the agreement between the parties;
- (b) there are no terms, conditions, representations or warranties relating to the sale of the property which have been relied upon by the Purchaser in entering into this contract except those included in this contract;
- (c) the purchaser has not relied on any information in any brochure, investment report or advertisement about the land relating to:
  - (i) its area or measurements or occupation;
  - (ii) any description of any buildings, improvements, fences, fixtures, fittings and goods sold with the land;
- (d) the purchaser has relied on his own inspection and inquiries and judgment in purchasing the land and any buildings, improvements, fences, fixtures, fittings and goods sold with the land.

12.2. The vendor and the agents of the vendor have not made any promise, representation, warranty or statement:

- (a) about the condition or quality of the property and any buildings, improvements, fences, fixtures, fittings and goods sold with the land or the services connected to the property or available to it, which are sold "as inspected;
- (b) that the property is suitable for any purpose which the purchaser may have indicated as his intention to pursue;
- (c) that any permit of any nature has been obtained or is available from any relevant authority.

12.3. The purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price for:

- (a) any alleged non-compliance with the *Building Act 1993 (Vic)* and any regulations made thereto, the Building Code of Australia or any other regulations, rules or local laws;
- (b) the state of repair, condition or quality of the property and any buildings, improvements, fences, fixtures, fittings and goods sold with the land or the services connected to the property or available to it.

**13. Identity of the land**

- 13.1. The purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title a copy of which is attached hereto and in the title particulars set out in the Particulars of Sale.
- 13.2. The purchaser shall not make any objection or requisition or claim any compensation or refuse or delay payment of the whole or any part of the Price for any alleged misdescription of the land or deficiency in its area or measurements or occupation or call upon the vendor to amend title or to bear or to contribute to all or any part of the cost of doing so.

**14. Purchaser acknowledgement**

14.1. The purchaser acknowledges that it is purchasing the property as a result of its own enquiries, and inspection and has obtained its own legal advice, and is not relying upon any representation made by the vendor or any other person on the vendor's behalf:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent including but not limiting to and non compliance of any Environmental Law, any contaminant in, or under, or emanating from the property.
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

14.2. The Property is sold subject to any restrictions as to use under any order, planning scheme regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restrictions shall constitute a defect in the Vendor's title or affect the validity of this contract and the Purchaser shall not make any requisition or objection and not be entitled to claim any compensation from the Vendor in respect of compliance or non-compliance therewith.

14.3. Duties

- (a) The Purchaser acknowledges that the Purchaser has relied exclusively on the Purchaser's own independent advice on all duties matters and shall make no claim against the Vendor with respect thereto.
- (b) If there is more than one Purchaser, it is the Purchaser's responsibility to ensure that the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- (c) If the proportions recorded in the Transfer of Land differ from those recorded in the Contract it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- (d) The Purchaser hereby indemnifies, and shall keep indemnified, the Vendor its Agents and the Vendor's Solicitor against all claims, demands and actions which may be made against the Vendor in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract.

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

14.5. This Special Condition will not merge on completion of this contract.

**15. Electronic Conveyancing**

Settlement and lodgement may be conducted electronically in accordance with the Electronic Conveyancing National and the following may apply:

15.1. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as

registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

- 15.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 15.3. 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.
- 15.4. The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 15.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 15.6. Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 15.7. The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 15.8. Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 15.9. The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys,

to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

- 15.10. The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

**16. Severability**

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

**17. GST Withholding**

- 17.1. Words and expressions defined or used in Subdivision 14-E of 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 the general condition unless the context requires otherwise. Words and expressions 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.

- 17.2. The amount is to be deducted from the Vendor's entitlement to the contract \*consideration 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.

- 17.3. 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 special condition; and
- (b) Ensure that the representative does so.

- 17.4. 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 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 special condition;

Despite:

- A. Any contrary instructions, other than from both the Purchaser and the Vendor, and
- B. Any other provision in this Contract to the contrary.

- 17.5. The representative is taken to have complied with the requirements of this special condition if:

- (a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

17.6. The Purchaser may at settlement give the Vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 of 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 settlement system.

However, if the Purchaser gives the bank cheque in accordance with this special condition, 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.

17.7. 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 14-250 of Schedule 1 of 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.

17.8. The Vendor warrants that:

- (a) At settlement the premises are 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 of the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

17.9. 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 the Vendor's failure, including breach of a warranty in special condition 1A(9); or
- (b) The Purchaser's 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.

## 18. **Planning**

The Purchaser acknowledges that the Vendor may apply for amendments to the planning permits attached hereto.

**19. Building Regulations**

The Purchaser acknowledges that the Vendor makes no representation or warranty as to the procuring of a building permit, building approvals, Occupancy Permit or any other permits in relation to the property, and further acknowledges that no failure of any improvements of the property to comply with the Victorian Building Regulations, Council or Shire by-laws, statutes and regulations thereunder shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation in relation thereto.

**20. Soil**

The Vendor makes no warranty or representation as to the state or condition of the soil or the property, its chemical content stability or suitability for the Purchaser or otherwise or that the improvements erected on it comply with any application Act or Building Regulations or that they meet the requirements of the Municipal or other relevant Government or Local Government Authorities. The Purchaser buys the property and improvements in their existing state and condition and shall not make any requisitions or objection or claim any compensation in respect of any non-compliance with any Act or Regulation and shall not be entitled to call upon the Vendor to bear all or part of the costs of making the property or improvements comply with the same.

**21. Restrictions and Encumbrances**

21.1. The property is sold subject to the easements, covenants, leases, encumbrances and restrictions (if any) and any Act, order, regulations, by-laws and local laws, restrictions or conditions imposed upon the Land by or with the authority of any Government or Governmental or semi-Governmental or judicial entity or authority including without limitation any applicable planning scheme or any other scheme. This clause does not in any way exclude, modify or restrict any of the provisions of Section 32(2)(e) of the Sale of Land Act 1962.

21.2. The Purchaser shall not make any requisition or claim any compensation with respect to any of the easements, covenants, leases, encumbrances or restrictions.

**22. Duties Act 2000**

22.1. The Vendor makes no warranty or representations in respect of what is the dutiable value which the Purchaser may be liable to pay as at the date of transfer or thereafter as this is a matter outside the Vendor's control. The Purchaser hereby acknowledges that it is liable for such duty as may be assessed by the State Government of Victoria or other Government authority.

22.2. The Purchaser hereby agrees to indemnify and will keep indemnified at all times hereunder the Vendor against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this Contract and/or any substitute Contract of Sale and/or the Instrument of Transfer or Conveyance of the property.

**23. Chattels**

23.1. This Contract shall not be avoided on the ground that the chattels or any of them cannot be delivered to the Purchaser and the Purchaser's rights for non-delivery shall be limited to any claim the Purchaser may have for compensation or damages.

23.2. The Vendor may, at its discretion, amend any chattels listed in the contract provided that such amendment does not result in any diminution in the value of the chattels and is of similar quality.

**24. Purchaser a Corporation**

If the Purchaser is or includes a corporation it shall be an obligation of the Purchaser to procure forthwith, following the execution of this Contract, the execution of an enforceable Guarantee and Indemnity of the obligations of the Purchaser hereunder by the Directors and/or principal shareholders of that corporation as shall be approved of by the Vendor, such Guarantee to be in the form or to the effect of a form of Guarantee and Indemnity to be provided by the vendor. If the duly executed Guarantee and Indemnity is not delivered to the Vendor or its Agents or Solicitors as aforesaid within 5 working days of demand, the Purchaser will be deemed to be in default under this Contract of and

essential term or condition herein contained and the Vendor may exercise all his rights and remedies accordingly.

**25. Caveat**

25.1. The Purchaser acknowledges that the lodgement by it of a Caveat may delay or prevent registration of the Plan of Subdivision. The Purchaser agrees that it shall not, therefore, lodge nor allow any person claiming through it or acting on its behalf to lodge any Caveat over the land of which the property forms part or any part thereof until after registration of the Plan of Subdivision. In the event this Special Condition is breached by the Purchaser, the Purchaser shall be deemed to be in breach of this contract and Section 118 of the Transfer of Land 1958 and hereby agrees and consents to the Vendor making application to the Supreme Court for the removal of the Caveat under Section 90(3) of the Transfer of Land Act 1958.

25.2. This clause shall be an essential term of this Contract and shall not be affected by the rescission of this Contract by either party and the rights conferred hereby shall be in addition to any common law rights or other rights the Vendor may have.

25.3. If, subsequent to the registration of the Plan of Subdivision, the Purchaser lodges a Caveat to protect its interest as purchaser hereunder and if the Vendor requests such Caveat to be withdrawn:

- (a) for the purpose of transferring the property to the Purchaser;
- (b) by reason of the fact that this Contract shall be terminated pursuant to any of the provisions of this Contract; or
- (c) to enable the Vendor to register a mortgage or mortgages over the property for the purpose of financing the construction of the building,

then the Purchaser, at its own cost, shall prepare and execute a withdrawal of the Caveat and deliver it to the Vendor within 14 days of such request, together with the fee payable on registration of the withdrawal at the Land Titles Office, Melbourne.

**26. Vendor's Right to Deal with the property**

The Vendor has the right to mortgage the property, charge the property, to assign the benefit of this Contract, to transfer the ownership of the property to other parties but only as a Vendor and subject to this Contract and is entitled to execute any mortgage, charge or assignment and such other documents as may be required by its mortgagee, charged or assignee for the purpose of obtaining monies for the benefit of the Vendor.

**27. Plan of Subdivision**

27.1. The Land is a lot or lots on the Plan of Subdivision which at the date of this contract has not been registered.

27.2. This contract is subject to and conditional upon registration of the Plan of Subdivision within the Registration Period. If the Plan of Subdivision is not registered within the Registration Period the vendor must seek the purchaser's consent to extend the Registration Period. The vendor must:

- (a) provide at least 28 days' notice;
- (b) provide details of the reasons why:
  - (i) there has been a delay in registering the plan of subdivision or issuing an occupancy permit; and
  - (ii) the vendor proposes to rescind the contract; and
- (c) advise the purchaser that it is not obliged to provide consent.

If the contract is so the deposit will be refunded to the purchaser and neither party shall have any Claim against the other arising from or out of the termination of the contract or the failure of the vendor to procure registration of the Plan of Subdivision. The vendor will at its own expense and with all reasonable expedition use its reasonable endeavours to procure the registration of the Plan of Subdivision by the Registrar of Titles within the Registration Period.



- 27.3. The purchaser shall not make any Claim or seek to end this contract as a consequence of:
- (a) any variation between the Land as inspected by the purchaser and the Land shown on the Plan of Subdivision as registered;
  - (b) any alteration as to the number, size or location of any lot on the Plan of Subdivision other than the Land;
  - (c) minor variations to accord with surveying practice;
  - (d) minor variations to meet any requirement or requisition of any statutory body or the Registrar of Titles to effect registration of the Plan;
  - (e) at the request of any Purchaser of an adjoining lot or lots, to consolidate such lots into one lot subject to the consent of all relevant consultants and authorities;
  - (f) at the request of any Purchaser of an adjoining lot or lots to amend any adjoining lot or lots and reconfigure such lots as the Vendor may in its absolute discretion determine;
  - (g) the inclusion or exclusion of storage areas as lots or parts of existing lots on the Plan;
  - (h) the addition of further floors to the building and subsequent amendments to the Plan;
  - (i) any amendment required by the Vendor to include in the development of the building a public facility, which would necessitate consequential amendments to the Plan, architectural, plans and proposed building works. The Purchaser's consent to a public facility in the development is hereby given;
  - (j) any subdivision of any existing lot on the Plan into two or more lots as may be allowed by the relevant authorities where required by the Vendor;
  - (k) any variation or amendment to the Plan which does not affect the lot entitlement and lot liability of the property; and
  - (l) any necessary amendments required to stage the Plan as contemplated by Section 37 of the Subdivision Act 1988 and the Regulations to the Subdivision Act 1988.

For the purposes of Section 9AC of the Sale of Land Act 1962, whilst the foregoing amendments may affect the lot hereby sold, the Purchaser acknowledges that such effect will not be material.

- 27.4. Subject to Sections 9AC and 9AH of the Sale of Land Act, the vendor reserves the right to make any alterations to the Plan of Subdivision;
- 27.5. Without limiting the vendor's rights, the purchaser agrees and acknowledges that an alteration to the Plan of Subdivision which results in a change to the area of the Land of less than 5% is a minor variation or discrepancy and does not materially or detrimentally affect the purchaser.
- 27.6. Section 10(1) of the Sale of Land Act does not apply to the final location of any easement shown on the Plan of Subdivision.
- 27.7. The vendor may at any time end this contract by written notice to the purchaser if:

- (a) a Responsible Authority refuses to certify the Plan of Subdivision or imposes obligations upon the vendor which the vendor (at the vendor's absolute discretion) considers are too onerous;
- (b) the vendor or its related entities have been unable to procure, or unable to procure on terms acceptable to the vendor (at the vendor's absolute discretion), funding for completion of any works necessary to register the Plan of Subdivision;
- (c) the Registrar of Titles refuses to register the Plan of Subdivision or imposes obligations upon the vendor which the vendor (at the vendor's absolute discretion) considers are unsatisfactory or unacceptable too onerous; or
- (d) the vendor forms the view (at the vendor's absolute discretion) that it is uncommercial to proceed with the subdivision and development of the Land

in which case the deposit must be refunded to the purchaser and neither party shall have any Claim against the other arising from or out of the termination of the contract.

27.8. The Purchaser shall not sell, transfer, assign, mortgage or otherwise encumber or in any other way whatsoever deal with the property or any part of the property, or of the Purchaser's right or interest in or under this the Plan has been certified and registered unless the Vendor consent to such dealing prior to such dealing taking place.

27.9. The Purchaser shall not raise any requisition or objection if on the settlement date a separate Certificate of Title to the property has not issued from the Land Titles Office. The Purchaser shall accept at settlement an order to the Registrar of Titles directing the Registrar to deliver the Certificate of Title to the property to the Purchaser or as the Purchasers may direct when the Certificate of Title issues from the Land Titles Office.

27.10. The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act details of all works affecting the natural surface level of the land in the Lot sold or any land abutting the Lot sold in the same subdivision as the Lot which:

- (a) have been carried out on that land after the certification of the Plan of Subdivision and
- (b) before the date of this Contract; or

are at the date of this Contract being carried out or are proposed to be carried out on that land, are set out in the proposed plan of subdivision, the plan and drawings attached to this contract.

## **28. Staged Subdivision**

28.1. The Purchaser acknowledges that the Vendor may subdivide the land on the Plan in stages pursuant to Section 37 of the Subdivision Act 1988.

28.2. In the event that the Vendor calls for a Staged Subdivision pursuant to Special Condition 28.1:

- (a) the Vendor shall indemnify the Purchaser in respect of all Owners Corporation fees until the registration of the final stage of the Plan; and
- (b) the Vendor shall use its best endeavours to encourage the builder to minimise the effect of any incomplete work on the occupation of the land by any Purchaser.

## **29. Owners Corporation**

29.1. The Purchaser admits that the property is sold subject to the provisions of the Subdivision Act 1988 and in particular subject to:

- (a) the lot entitlement and lot liability and all other information set out in the Plan;

- (b) the provisions of the Owners Corporation Act 2006 and Regulations (Owners Corporation Rules); and
  - (c) the easements (expressed or implied) affecting the land by virtue of the Subdivision Act 1988.
- 29.2. The amount of any special levy made on the Vendor pursuant to the Owners Corporation Act 2006 in respect of the liabilities of the Owners Corporation before the day of sale shall be borne by the Vendor and the amount of any such levy made on the Vendor on or after the day of sale shall be borne by the Purchaser and shall not be subject to an apportionment.
- 29.3. Levies imposed pursuant to the Owners Corporation Rules shall be adjusted between the Vendor and the Purchaser in accordance with lot liabilities.
- 29.4. On the registration of the Plan, the Purchaser acknowledges and agrees that:
  - (a) the Vendor may appoint a managing agent for the Owners Corporation for 12 months from the date of appointment upon terms and conditions as Vendor and managing agent may agree;
  - (b) the Vendor shall comply with the requirements of Owners Corporation Rules;
  - (c) the Vendor shall procure that the Owners Corporation shall make special rules under Owners Corporation Rules;
  - (d) the Vendor shall cause the Owners Corporation to act adequately to insure all buildings on the Land in accordance with the provisions of the Owners Corporation Rules; and
  - (e) the Vendor shall have the right to make such variations or amendments to the Owners Corporation Rules as the Vendor in good faith considers necessary for the interests of the owners of the lot on the Plan as a whole and the Purchaser shall not be entitled to make any objection or requisition or claim any compensation in respect of such variation or amendments which substantially and materially adversely affect the property hereby sold and which are made without the consent of the Purchaser.

### **30. Outgoings**

- 30.1. All outgoing shall be read to include any contributions paid or payable to the Owners Corporation and the amounts paid by the Vendor in respect of insurance premiums for the land.
- 30.2. If the Property is not separately assessed in respect of any of the outgoing, a proportion of such outgoing is to be apportioned between the Vendor and the Purchaser in the same proportion as the lot liability that the property bears to the total liability of all of the lots affected by the Plan. The adjustment of the outgoing shall be made in the usual manner and the Purchaser shall at settlement:
  - (a) produce for the inspection of the Vendor bank cheques made payable to the relevant authorities in respect of unpaid outgoing; and
  - (b) provide a written undertaking from its solicitors addressed to the Vendor's solicitors that the abovementioned bank cheques shall be forwarded to the relevant authorities within 14 days of the settlement date or, if there is no solicitor acting for the Purchaser, the Purchaser shall hand over those bank cheques to the Vendor who shall thereafter forward these cheques to the relevant authorities within the period of 14 days.
- 30.3. The Purchaser acknowledges that the State Revenue Office may group all of the lots on the Plan and assess land tax against the Vendor based on the aggregate of the unimproved values of each lot on the Plan.

- 30.4. Despite that on a single holding basis no land tax may be assessable for the property, the Purchaser must pay to the State Revenue Office, or reimburse the Vendor for land tax on the property according to the following formula:

$$A = \frac{L \times U}{T}$$

A = Land tax payable by the Purchaser with respect to the property

L = Land tax assessed payable by the Vendor with respect to the property

U = Lot liability of the Lot

T = Total lot liability of all lots on the Plan

- 30.5. Utilities connection fees  
The purchaser bears the costs (if any) of all new connections to gas water and electricity or paid by the vendor which shall be adjusted in the vendor's favour at settlement.

**31. Building Works**

- 31.1. This sale is subject to and conditional upon the Vendor executing on or before the settlement date, all relevant agreements for the design, building and construction works for the development of the Land on the Plan in a proper and workmanlike manner in accordance with the architectural plans agreed to between the Vendor and the builder.

- 31.2. The Vendor may make variations to the architectural plans as are necessary to comply with any requirements of:

- (a) any relevant authority;
- (b) the Building Code of Australia;
- (c) the relevant Building Surveyor;
- (d) the Project Architects or other Project Consultants with such variation being necessary in the reasonable opinion of the Architects or Consultants;
- (e) alterations to the Plan as the Vendor deems fit; and
- (f) the Vendor, provided such variations are minor.

The Purchaser shall make no claim or requisition in respect of such variations unless such variation materially affects the Purchaser's intended use of the property.

- 31.3. The Vendor shall be deemed to have completed the works and discharged under Special Condition 18.1 upon its producing to the Purchaser an Occupancy Permit.

- 31.4. The Purchaser shall not have access to the Land or the Building prior to the day of settlement except with the prior written approval of the Vendor, which approval may be withheld at the Vendor's absolute discretion.

- 31.5. In the event that at the settlement date any dispute arises as to the quality or standard of the finish of the works or property, the Purchaser shall not be entitled to postpone or delay settlement as a consequence of such dispute or to request or demand the holding back or retention of any part of the purchase monies by way of security for the satisfactory completion of the works, and the Purchaser shall proceed with settlement as required by this Contract.

- 31.6. The Vendor may without notice to the Purchaser alter any finish specified in the Building Plans and Specifications to another finish of similar quality and alter any item to be installed on the property or the Common property specified in the Building Plans and Specifications to another item of similar

quality and the Purchaser shall not make any requisition or objection, delay settlement or claim any compensation in respect of any matter referred to in this special condition.

31.7. The Purchaser shall not make any requisition or objection, delay settlement or claim any compensation if any fault or defect in the property or Building of any kind due to defective materials or faulty workmanship is not rectified prior to the settlement date.

31.8. The Purchaser will make no objection to further works that the Builder may have to carry out or to dust, noise or other discomforts which may arise from such works and will not institute or prosecute any action or proceeding for injunctions or damages arising out of or consequent upon such works or for dust or noise or other discomforts which might arise from such works.

**32. Marketing and Other Lots**

32.1. The Purchaser acknowledges that the property forms part of a development which the Vendor is developing for sale and agrees to make no objection whatsoever either before or after settlement to the methods used by the Vendor in marketing the other lots, including but without limiting the generality of the foregoing, use of signs, use of common property and the maintenance of display units provided that in such marketing the Vendor shall display at all times reasonable consideration for the comfort and convenience of the Purchaser.

32.2. The Vendor makes no representation or warranty that if there is any display unit used for marketing purposes, the display unit was completed -

- (a) pursuant to any building permit, Specifications, plans or drawings or with building approvals or with an Occupancy Permit or any other permit in relation to the property, or
- (b) is or would be similar in any way to any lot purchased.

**33. Specifications**

The Vendor shall have the right to vary and substitute the construction details, items fixtures, fittings and accessories provided that the items which are substituted or varied are replaced with items of the same or better quality.

**34. Major Domestic Building**

34.1. The Vendor agrees that he will enter or has entered into a major domestic building Contract for the building with a builder as defined in the Building Act 1993 and Domestic Building Contract Act 1995 to be constructed generally in accordance with the building plans.

34.2. The Purchaser acknowledges that the Vendor is not and will not be the builder of the Works.

34.3. The Purchaser acknowledges that this contract is not a domestic building contract as defined by the Domestic Building Contract Act 1995.

**35. Indemnity**

The Purchaser indemnifies the Vendor against any claim, action, damage, liability, costs, charge, loss, expense, proceeding, judgment, outgoing or payment which the Vendor may suffer, sustain or incur in respect of any liability, act, omission, claim, action, demand, suit or proceeding arising in any way, done made or incurred on or after the settlement date from events or occurrences happening or arising on or subsequent to the settlement date out of or in respect of the property or any act, matter or thing occurring on the property.

**36. Apportionment of Purchase Price**

The Vendor and Purchaser acknowledge and agree that:

- (a) the Price includes an amount in respect of construction of improvements on the property; and
- (b) (as at the Day of Sale, construction of the building had not been completed;

**37. Payment of Balance**

- 37.1. Notification of Registration  
As soon as practicable after the Registrar has registered the Plan, the Vendor must notify the Purchaser or the Purchaser's Solicitors in writing of the registration.
- 37.2. Payment of Balance  
Subject to special condition 24.3 below, the Balance must be paid 14 days after the day the Purchaser or the Purchaser's Solicitors receive notification of registration of the Plan.
- 37.3. Occupancy Permit  
The Purchaser is not obliged to pay the Balance unless the Purchaser or the Purchaser's Solicitors have received notification that the Occupancy Permit has issued.

**38. Property in Chattels**

Property in the chattels shall not pass to the Purchaser until payment of the whole of the Price.

**39. Assignment, Mortgage or Charge**

The Vendor has the right to Mortgage the Land whether or not the Plan has been registered and shall have the right to assign any of its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment.

**40. Settlement**

The Purchaser acknowledges that at the settlement date the certificate(s) of title relating to the property may not have issued from the Land Titles Office and may not be able to be handed to the Purchaser at settlement. The Purchaser will accept at settlement in lieu of the certificate(s) of title relating to the property a Transfer with an order to register directing the Land Titles Office to issue the certificate(s) of title to the Purchaser or other person nominated by the Purchaser.

**41. Defects liability period**

The Vendor warrants that any defects in materials or workmanship in the construction of the Building, of which the Purchaser has given the Vendor written notice prior to the settlement date, will be notified to the builder and the Builder will be required to repair in a proper and workmanlike manner at the builder's expense as soon as practicable after settlement date.

**42. Interpretation**

Unless the context otherwise requires in the interpretation of the Contract:

- 42.1. "Building" means the building and other improvements to be erected upon the Land or property the subject of this Contract;
- 42.2. "Building Plans and Specifications" means the floor plans and elevations for the relevant separate portion of the Building annexed to this Contract as **annexure "A"** and includes variations pursuant to the terms of this Contract;
- 42.3. "Claim" means any and all claims, actions, disputes, differences, requisition, objection, demands, proceedings, accounts, interest, costs (whether or not the subject of a Court order), expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) or whatever nature and however arising.
- 42.4. "Common property" means the common property created by registration of the Plan;
- 42.5. "Owners Corporation" means the Owners Corporation Rules created by the registration of the Plan;
- 42.6. "Owners Corporation Rules" means the rules of the Owners Corporation as are notified by the Vendor to the Purchaser in writing prior to the Settlement Date made pursuant to the Owners Corporation Act 2006;

42.7. "Registration period" in this contract means the period commencing on the day of sale and ending 48 calendar months later.

**43. Acceptance of title**

General condition 12.4 is added:

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

**44. Adjustments**

General condition 15.3 is added:

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

**45. Section 32 Acknowledgment**

The purchaser acknowledges that before signing this contract the purchaser received a Vendor Statement in writing pursuant to Section 32 of the *Sale of Land Act 1962*.

**46. Order or Notice**

General condition 21 is replaced with the following:

46.1. 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.

46.2. 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.

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

**47. Building Act 1993 (Vic) & Regulations**

It is hereby acknowledged and agreed that the purchaser buys subject to any restrictions or obligations imposed by and to the provisions of the *Building Act 1993 (Vic)* and any regulations made thereto in respect of any swimming pool or spa constructed on the land and the purchaser shall at his own cost and expense assume liability for the erection of a suitable barrier within 30 days after the settlement date of this contract complying with the said Act and regulations if necessary.

**48. Self-Contained Smoke Alarms**

The purchaser acknowledges that, if the vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the purchaser's cost and expense.

**49. Variations**

Any subsequent agreement to the variation of the terms of this contract may only be made in writing, signed by the Vendor and the Purchaser or in a form permitted by the Vendor.

-----END OF SPECIAL CONDITIONS-----

In this guarantee and indemnity:

“contract” means the annexed contract of sale;  
“vendor” means the vendor under the contract;  
“purchaser” means the purchaser under the contract;  
“guarantor” means the following persons(s) and all of them if more than one:

Name of guarantor

Name of guarantor

Address of guarantor

Address of guarantor

In consideration of the vendor at the guarantor's request agreeing to sell the property described in the contract for the price and on the terms set out in the contract, the guarantor covenants with the vendor that if the purchaser defaults in the payment of the deposit or balance of the price or interest or other money payable under the contract or in the performance of any other term of the contract the guarantor will on demand by the vendor immediately pay to the vendor the whole of the deposit or balance of the price or interest or other money then payable.

As a separate and independent obligation the guarantor undertakes to indemnify the vendor and keep the vendor indemnified against all losses and expenses incurred by the vendor by reason of any default or repudiation under the contract by the purchaser.

This guarantee and indemnity binds the legal personal representatives of each guarantor and is a continuing guarantee and indemnity which will not be released by any neglect or forbearance of the vendor in enforcing the payment of any money payable under the contract or the performance of any term of the contract, or by time being given to the purchaser for any such payment or performance, or by the nomination of a substitute or additional purchaser or by any other thing which under the law relating to sureties would otherwise have the effect of releasing the guarantor or the legal personal representatives of the guarantor.

If the guarantor comprises more than one person this guarantee and indemnity binds all such persons jointly and each of them severally, despite the failure of any person to execute or be bound by this guarantee and indemnity.

EXECUTED as a deed the            day of

SIGNED SEALED AND DELIVERED by the )  
 Guarantor (name) )  
 in the presence of: )

Witness

SIGNED SEALED AND DELIVERED by the )  
 Guarantor (name) )  
 in the presence of: )

Witness



# 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**                      **Lot , 53 Diane Crescent Croydon 3136**

**Vendor's name**                      **HWD Homes Pty Ltd (ACN 159 676 927)**

**Vendor's Signature**                      .....

**Date:**                      **30 April 2020**

**Purchaser's name**                      \_\_\_\_\_

**Purchaser's Signature**                      .....

**Date:**                      **2020**

## 1. **FINANCIAL MATTERS**

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

Are contained in the attached certificate/s.

### 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**

If any, is contained in the attached certificate.

### 1.3 **Terms Contract**

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

Not Applicable.

### 1.5 **Part 8B of the Local Government Act 1989 (Vic)**

This section only applies if this vendor statement is in respect of a contract which provides that any cladding rectification agreement has been entered into.

Not Applicable.

## 2. **INSURANCE**

### 2.1 **Damage and Destruction**

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

Not Applicable.

### 3. LAND USE

#### 3.1 Easements, Covenants or other Similar Restrictions

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

Is in the attached copies of title documents. The vendor is unaware of any unregistered or implied easement, covenant or other similar restriction affecting the land.

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

Nil.

#### 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 an area that is designated as a bushfire prone area under section 192A of the *Building Act* 1993, a statement that the land is in such an area 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:

The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant authority and if any, it is contained in the attached certificates and searches.

#### 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:

The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant authority and if any, it is contained in the attached certificates and searches.

#### 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:

The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant authority and if any, it is contained in the attached certificates and searches.

#### 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):

Not Applicable.

#### 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*.

The land is currently not affected by an Owners Corporation. However, there will be Owners Corporation upon the registration of the plan of subdivision.

#### 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

#### 8. SERVICES

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

Electricity supply	<input type="checkbox"/>
Gas supply	<input type="checkbox"/>
Water supply	<input type="checkbox"/>
Sewerage	<input type="checkbox"/>
Telephone Services	<input type="checkbox"/>

#### 9. TITLE

Attached are copies of the following documents:

##### 9.1 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 only applies if the land is subject to a subdivision which is not registered.

Plan of Subdivision PS805864B is not yet registered.

## 10.2 Staged Subdivision

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

Not Applicable.

## 10.3 Further Plan of Subdivision

This section 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 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12. **DUE DILIGENCE CHECKLIST**

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential/and 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)*

# 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 [consumer.vic.gov.au/duediligencechecklist](http://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.

### 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 8757 Folio 211**

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 08757 FOLIO 211

Security no : 124074417355Y  
Produced 16/10/2018 10:32 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 082850.  
PARENT TITLES :  
Volume 08741 Folio 597 to Volume 08741 Folio 601  
Created by instrument LP082850 29/01/1969

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
HWD HOMES PTY LTD of 53 DIANE CRESCENT CROYDON VIC 3136  
AQ729753X 14/02/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ818594V 14/03/2018  
AUSTRALIAN SECURITIES LTD

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP082850 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: 53 DIANE CRESCENT CROYDON VIC 3136

ADMINISTRATIVE NOTICES

NIL

eCT Control 19229J KEMP STRANG  
Effective from 14/03/2018

DOCUMENT END





LP82850

EDITION 1

APPROVED 12/12/68

PLAN OF SUBDIVISION

PART OF CROWN PORTION 10

PARISH OF MOOROOLBARK

COUNTY: EVELYN

SCALE OF FEET



APPROPRIATIONS

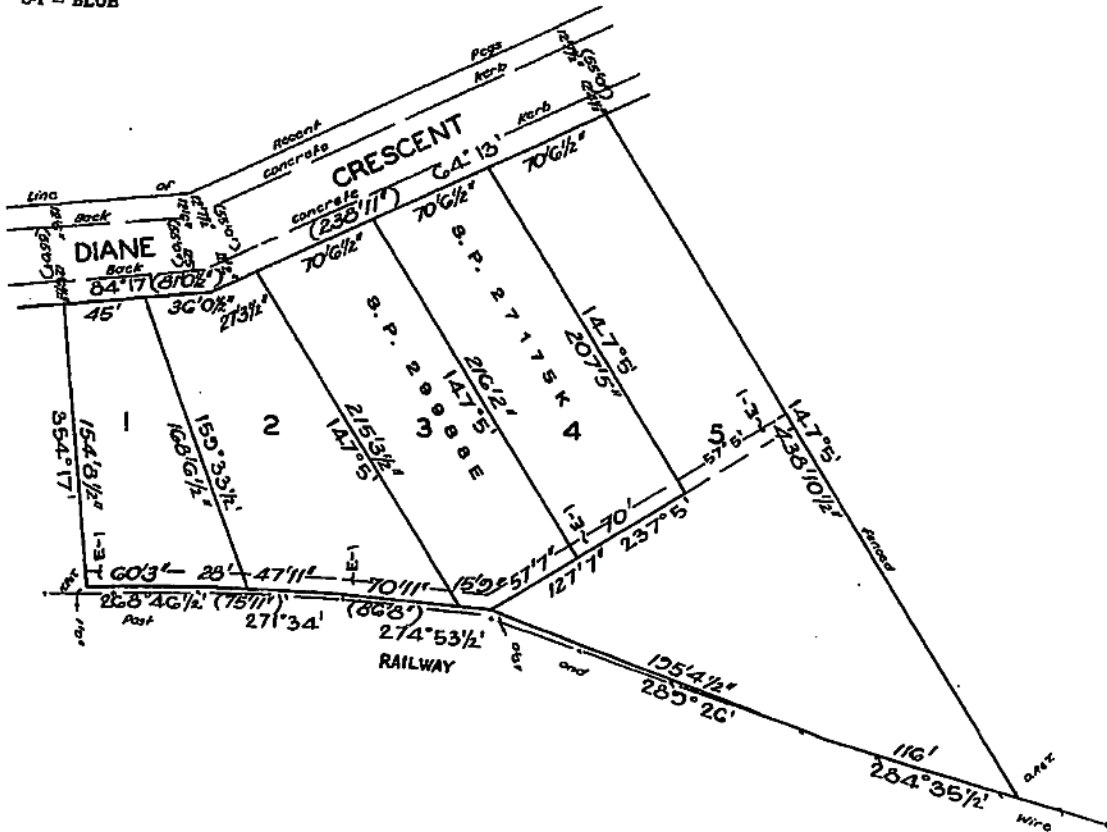
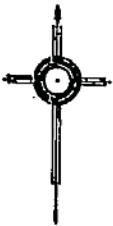
ENCUMBRANCES & OTHER NOTATIONS

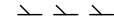

Blue - Drainage and Sewerage vide  
L.P. 77543

CHART NO. 3.

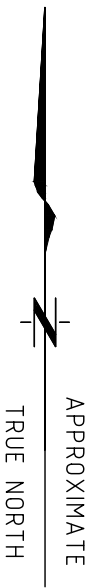
V. 8741 F. 587/  
8741 588/  
8741 589/  
8741 600/  
8741 601/

COLOUR CONVERSION  
E-1 = BLUE



PLAN OF SUBDIVISION				EDITION 1		PS805864B	
<div>LOCATION OF LAND</div> <div>PARISH: MOOROOLBARK</div> <div>TOWNSHIP: -----</div> <div>SECTION: -----</div> <div>CROWN ALLOTMENT: -----</div> <div>CROWN PORTION: 10 (PART)</div> <div>TITLE REFERENCE: C/T: Vol.8757 Fol.211</div> <div>LAST PLAN REFERENCE: LP82850 (LOT 2)</div> <div>POSTAL ADDRESS: 53 DIANE CRESCENT, (at time of subdivision) CROYDON, 3136</div> <div>MGA CO-ORDINATES: E: 350 790 ZONE: 55 (of approx centre of land in plan) N: 5 816 940 MGA 94</div>				<div>Council Name: Maroondah City Council</div> <div>Council Reference Number: S/2018/169 Planning Permit Reference: M/2018/903 SPEAR Reference Number: S128230B</div> <div>Certification</div> <div>This plan is certified under section 6 of the Subdivision Act 1988</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</div> <div>Digitally signed by: Linda Arranga for Maroondah City Council on 20/03/2020</div>			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		<div>Boundaries shown by thick continuous lines are defined by buildings. Boundaries shown by thick broken lines are projections of boundaries defined by buildings.</div> <div>Location of boundaries defined by buildings: Median: Boundaries shown 'M'. Exterior face: All other boundaries.</div> <div>Thin broken hatched lines shown thus  are diagrammatic only to show features that are not boundaries.</div> <div>Common Property No.1 is all the land in the plan except the lots.</div> <div>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of any owners corporations including purpose, responsibility, entitlement &amp; liability see Owners Corporation search report, Owners Corporation additional information &amp; if applicable, Owners Corporation rules.</div>			
NIL		NIL					
NOTATIONS							
DEPTH LIMITATION: DOES NOT APPLY							
<div>SURVEY: This plan is based on survey.</div> <div>STAGING: This is not a staged subdivision. Planning Permit No. M/2018/903</div> <div>This survey has been connected to permanent marks No(s).</div> <div>In Proclaimed Survey Area No.</div>							
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
Section 12(2) of the Subdivision Act 1988 applies to all lots on this plan							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
E-1	DRAINAGE AND SEWERAGE	2.44m	LP77943	LOTS ON LP77943			
<div><div>licensed land surveyors, development and planning consultants</div></div> <div>Address: Suite 5, 31 Redland Drive, VERMONT, Vic. 3133. Phone: 03 9873 8888 - Email: survey@linearlandsurveying.com.au</div>		SURVEYORS FILE REF: L.1175SUB		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 3	
		Digitally signed by: Samuel John Brewin, Licensed Surveyor, Surveyor's Plan Version (04), 16/03/2020, SPEAR Ref: S128230B					

WARNING - This document is a working document in the SPEAR approval process. It is subject to revision and change and therefore should not be relied on. If you have any questions about this document please contact the person from Linear Land Surveying Pty Ltd who gave you access to SPEAR / this document. SPEAR Ref: S128230B 28/04/2020 11:27 pm



**CROSS SECTION 'A-A'**  
(NOT TO SCALE)

# OWNERS CORPORATION SCHEDULE

PS805864B

Owners Corporation No. 1	Plan No. PS805864B
--------------------------	--------------------

Plan No. PS805864B

Land affected by Owners Corporation:	ALL OF THE LOTS IN THE TABLE BELOW
--------------------------------------	------------------------------------

Common Property No.: 1

Limitations of Owners Corporation:	Unlimited
------------------------------------	-----------

Notations		
	Totals	
	Entitlement	Liability
This schedule	100	100
Balance of existing OC	0	0
Overall Total	100	100

Totals		
	Entitlement	Liability
This schedule	100	100
Balance of existing OC	0	0
Overall Total	100	100

Lot Entitlement and Lot Liability
-----------------------------------

Lot	Entitlement	Liability
1	25	25
2	25	25
3	25	25
4	25	25



SURVEYORS FILE REFERENCE: L.1175 SUB

SHEET 3
ORIGINAL SHEET SIZE: A3

Digitally signed by: Samuel John Brewin, Licensed  
Surveyor,  
Surveyor's Plan Version (04),  
16/03/2020, SPEAR Ref: S128230B

Digitally signed by:  
Maroondah City Council,  
20/03/2020,  
SPEAR Ref: S128230B

**CITY OFFICES**

Braeside Avenue Ringwood  
 Telephone: 1300 882 233 Facsimile: (03) 9298 4345  
 Revenue Office is situated at Civic Square Croydon

**REALM**

179 Maroondah Hwy Ringwood

**CROYDON CENTRE**

Civic Square Croydon



ABN 98 606 522 719

**ISSUE DATE** 04/02/2020

**ASSESSMENT NUMBER** 113768 6

**REFERENCE NUMBER** 0011376860

**PROPERTY ADDRESS**

53 Diane Crescent, Croydon VIC 3136

**PROPERTY DESCRIPTION**

Lot 2 LP 82850



HWD Homes Pty Ltd



028

R0\_65500

# INSTALMENT NOTICE

**SITE VALUE**

860,000

**CAPITAL IMPROVED VALUE**

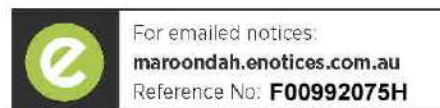
860,000

**NET ANNUAL VALUE**

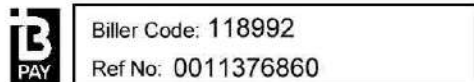
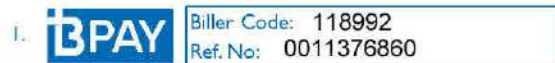
43,000

**THIRD RATE INSTALMENT DUE: \$516.00**

Please note: Payments made after 29/01/2020 are not included on this notice



PLEASE SEE BACK FOR INFORMATION ON HOW TO PAY THIS ACCOUNT



Ratepayer HWD Homes Pty Ltd

Property Address: 53 Diane Crescent, Croydon VIC 3136

Reference No: 00113768 60








\*481 01 00000120 0011376860

**THIRD RATE INSTALMENT**  
**\$516.00**  
**Due 29/02/2020**

+00000000011376860+ +0000000000000000+ +001860+ +0000000000000000+ +333+



**PAYMENT METHODS:** Our Biller Code and this property's unique Reference Number are located on the front of this notice.

	Contact your financial institution to make payment directly from your cheque or savings account. ©Registered to BPAY Pty Ltd ABN 69 079 137 518
 <b>Internet</b>	Pay over the internet from your credit card at: <a href="http://www.maroondah.vic.gov.au">www.maroondah.vic.gov.au</a> Maroondah City Council accepts MasterCard & Visa.
 <b>Telephone</b>	Pay by phone from your credit card. Call <b>1300 900 765</b> to make payments. Maroondah City Council accepts MasterCard & Visa. The phone payment line is a 24 hour service. Calls are charged at the cost of a local call (mobiles extra).
 <b>in person</b>	Pay in-store at Australia Post by cash, cheque or Eftpos. Credit card payments not accepted. Or at Council offices: <b>City Office</b> Braeside Avenue Ringwood, <b>Croydon</b> , Civic Square Croydon, <b>Realm</b> , Maroondah Highway Ringwood. Eftpos/Credit Card payments accepted at Council offices.
 <b>Mail</b>	Detach payment slip with payment to: Maroondah City Council, GPO Box 1860, Melbourne VIC 3001 Please make cheques payable to: <b>"Maroondah City Council"</b> . Receipts will not be issued for mailed payments and postal delays will not be accepted as an excuse for late payment.

*General correspondence to be mailed to Maroondah City Council, PO Box 156, Ringwood Vic 3134*

## Quarterly Bill

Enquiries 1300 900 229

Faults 13 2762 (24hrs)

Account Number 08 2837 1028

Invoice Number 0829 2106 59449

HWD HOMES PTY LTD

Tax Invoice emailed to [sunhoc@hwdhomes.com.au](mailto:sunhoc@hwdhomes.com.au) 14 Nov 2019

## ACCOUNT SUMMARY

53 DIANE CRES, CROYDON

Property Number 1371 543, LP 82850

Product/Service	Amount
Yarra Valley Water Total	\$0.00
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$25.66
<b>TOTAL (GST does not apply)</b>	<b>\$25.66</b>

## PAYMENT SUMMARY

Last Account	\$167.53
Paid/Adjusted	-\$167.53
Balance	\$0.00
Total this Account	+\$25.66
<b>Amount Due</b>	<b>\$25.66</b>

## WATER USAGE

No Water Usage  
has been charged  
on this account.



\*3042 082921065944 9

## Payment Slip

Account Number 08 2837 1028

Invoice Number 0829 2106 59449

Total Due \$25.66

Due Date 4 December 2019





## ACCOUNT DETAILS

**Waterways and Drainage Charge** from 01 Oct 19 to 31 Dec 19.


This charge is collected on behalf of Melbourne Water and used to manage and improve waterways, drainage and flood protection. The charge is billed at a flat rate for each separate occupancy on a rateable property or for vacant land. For information about the charge and the projects it funds in your region, visit [melbournewater.com.au/localupdates](http://melbournewater.com.au/localupdates).


## ADDITIONAL INFORMATION

 **If you are buying or selling a property**, you don't need to contact us. Your conveyancer or solicitor will manage your water account through the settlement process.

 **Payment Assistance** is available if you are having difficulty paying your account, call 1800 994 789.

 **Large Print and Braille** accounts call 1300 304 688.

 **Privacy Statement** Yarra Valley Water collects personal information for the purposes of providing water and related services and products, promoting such services and products and market research. We may disclose your personal information to our contractors for these purposes and other third parties including Melbourne Water and the Minister for Environment, Climate Change and Water relating to Parks Victoria services. You may request access to your personal information that we hold by writing to the Privacy Officer at Private Bag 1, Mitcham VIC 3132. Please note we may charge you the reasonable cost of providing you with access to your personal information.

 **Hearing Impaired Customers** contact the National Relay Service on 133 677 or visit [relay.service.gov.au](http://relay.service.gov.au). This is a 24 hour service for TTY customers.


 **For language assistance**

العربية	1300 914 361	Ελληνικά	1300 931 364
廣東話	1300 921 362	普通话	1300 927 363

**For other language assistance, please call ezispeak.**

Македонски	03 9046 4173	Hrvatski	03 9046 4173
한국어	03 9046 4173	Српски	03 9046 4173
فارسی	03 9046 4173	Türkçe	03 9046 4173
Italiano	03 9046 4173	Tiếng Việt	03 9046 4173

 **Yarra Valley Water** is pleased to help you if you have a question about water services. Please call **1300 304 688** or visit our website at [yvw.com.au](http://yvw.com.au) or email [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)

 **Have a complaint?** If you would like to talk to us about an unresolved issue, call **1800 051 379**.

## HOW TO PAY

**Account Number: 08 2837 1028 Invoice Number: 0829 2106 59449**

**YARRA VALLEY  
ONLINE  
WATER**

Manage your water account easier, faster and more securely than ever before. Register your account at [yvw.com.au/online](http://yvw.com.au/online)



**Bill Code: 344366**  
**Ref: 082 8371 0286**



**Direct Debit** your account automatically, call 1300 304 688 or visit [yvw.com.au/directdebit](http://yvw.com.au/directdebit)

**Pay by credit card 24/7** at [yvw.com.au/paying](http://yvw.com.au/paying) or on 1300 362 332. To get an email receipt, pay via your **online account**.  



**Billpay Code: 3042**  
**Ref: 0829 2106 59449**

**Pay in Person** at any post office (Cash or Cheque), phone 13 1816 or go to [postbillpay.com.au](http://postbillpay.com.au)



**Use Centrepay** to arrange regular deductions from your Centrelink payment. Call Yarra Valley Water on 1300 304 688 to discuss how to set up a payment arrangement.



**Mail a Cheque** with this portion of the account to: Yarra Valley Water, GPO Box 2860 Melbourne VIC 3001



**Check your account balance** or **request more time to pay** at [yvw.com.au/extend](http://yvw.com.au/extend) or call 1300 304 688.

Amount Due **\$25.66**

Amount Paid

Date Paid

Receipt Number

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 29 April 2020 09:35 AM

**Address:** 53 DIANE CRESCENT CROYDON 3136

**Lot and Plan Number:** Lot 2 LP82850

**Standard Parcel Identifier (SPI):** 2\LP82850

**Local Government (Council):** MAROONDAH **Council Property Number:** 195328

**Directory Reference:** Melway 37 E11

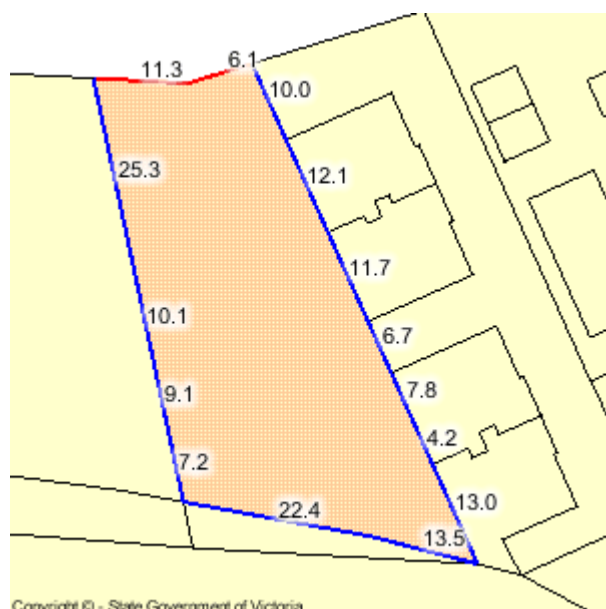
**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

### Site Dimensions

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



**Area:** 1408 sq. m

**Perimeter:** 172 m

For this property:

— Site boundaries

— Road frontages

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

1 dimension shorter than 2m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

### State Electorates

**Legislative Council:** EASTERN METROPOLITAN

**Legislative Assembly:** CROYDON

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** Yarra Valley Water

**Melbourne Water:** inside drainage boundary

**Power Distributor:** AUSNET (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlay:** SIGNIFICANT LANDSCAPE OVERLAY (SLO)  
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)

### Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning scheme data last updated on 22 April 2020.

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 [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

### Areas of Aboriginal Cultural Heritage Sensitivity

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

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

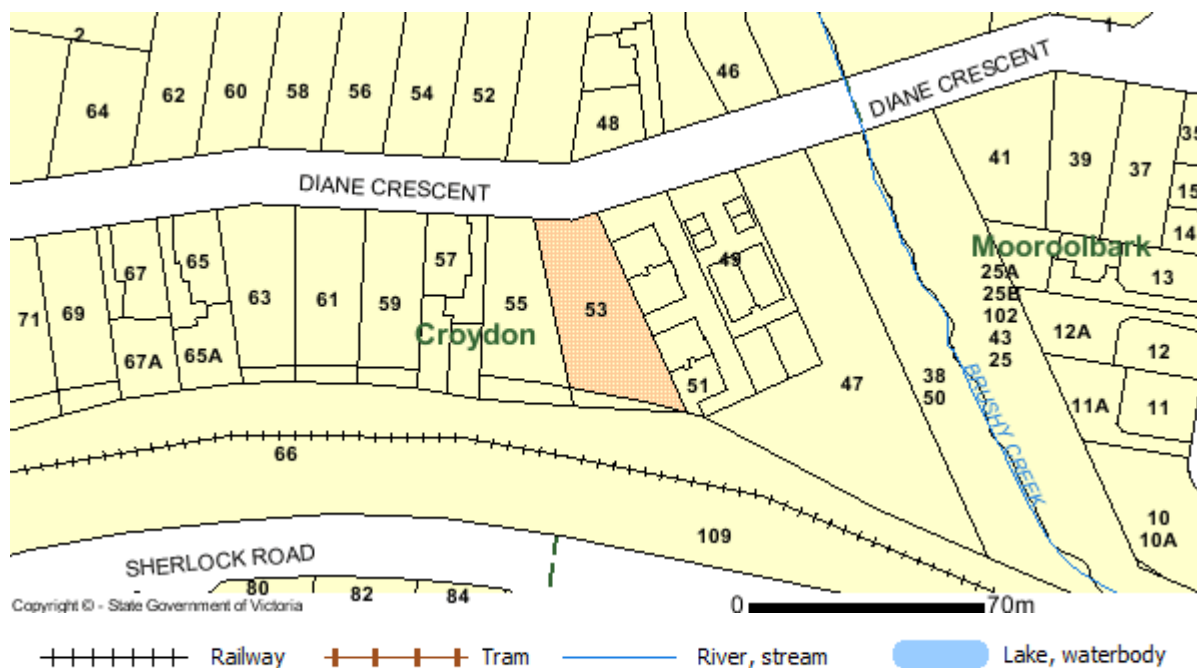
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

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

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

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

## Area Map



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## Domestic Building Insurance

### Certificate of Insurance

**HWD HOMES PTY LTD**

Policy Number:  
**C428979**

Policy Inception Date:  
**09/04/2019**

Builder Account Number:  
**001272**

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: **C03: New Multi-Dwelling Construction**  
At the property: **Unit 1 53 Diane Cres CROYDON VIC 3136 Australia**  
Carried out by the builder: **BROWNHILL HOMES PTY LTD**  
Builder ACN: **087309877**

**!** 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): **HWD HOMES PTY LTD**  
Pursuant to a domestic building contract dated: **01/02/2019**  
For the contract price of: **\$ 301,422.00**  
Type of Cover: **Cover is only provided if BROWNHILL HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***  
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***  
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

#### PLEASE CHECK

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

#### IMPORTANT

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

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

## Period of Cover

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

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

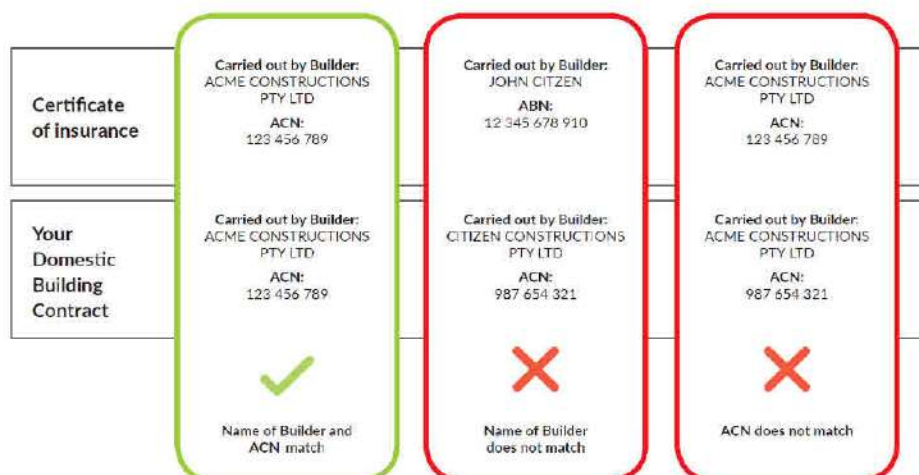
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,225.00
GST:	\$122.50
Stamp Duty:	\$134.75
<b>Total:</b>	<b>\$1,482.25</b>

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





## Domestic Building Insurance

### Certificate of Insurance

**HWD HOMES PTY LTD**

Policy Number:  
**C428980**

Policy Inception Date:  
**09/04/2019**

Builder Account Number:  
**001272**

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: **C03: New Multi-Dwelling Construction**  
At the property: **Unit 2 53 Diane Cres CROYDON VIC 3136 Australia**  
Carried out by the builder: **BROWNHILL HOMES PTY LTD**  
Builder ACN: **087309877**

**!** 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): **HWD HOMES PTY LTD**  
Pursuant to a domestic building contract dated: **01/02/2019**  
For the contract price of: **\$ 275,839.00**  
Type of Cover: **Cover is only provided if BROWNHILL HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***  
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***  
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

#### PLEASE CHECK

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

#### IMPORTANT

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\* 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\*

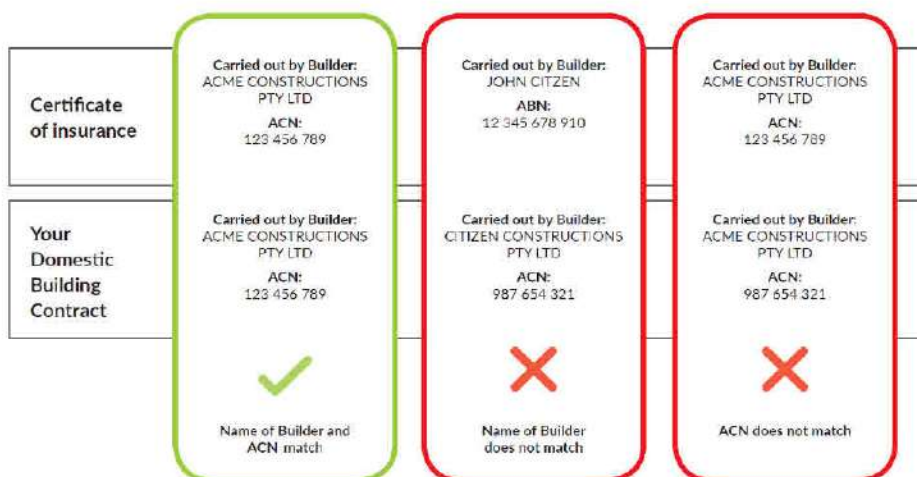
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,075.00
GST:	\$107.50
Stamp Duty:	\$118.25
<b>Total:</b>	<b>\$1,300.75</b>

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





## Domestic Building Insurance

### Certificate of Insurance

**HWD HOMES PTY LTD**

Policy Number:  
**C428981**

Policy Inception Date:  
**09/04/2019**

Builder Account Number:  
**001272**

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: **C03: New Multi-Dwelling Construction**  
At the property: **Unit 3 53 Diane Cres CROYDON VIC 3136 Australia**  
Carried out by the builder: **BROWNHILL HOMES PTY LTD**  
Builder ACN: **087309877**

**!** 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): **HWD HOMES PTY LTD**  
Pursuant to a domestic building contract dated: **01/02/2019**  
For the contract price of: **\$ 290,544.00**  
Type of Cover: **Cover is only provided if BROWNHILL HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***  
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***  
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

#### PLEASE CHECK

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

#### IMPORTANT

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\* 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\*

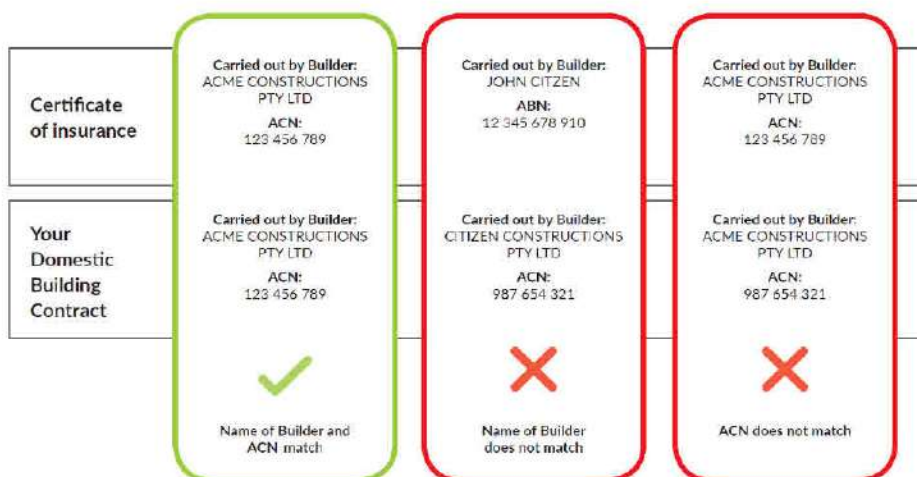
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,075.00
GST:	\$107.50
Stamp Duty:	\$118.25
<b>Total:</b>	<b>\$1,300.75</b>

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





## Domestic Building Insurance

### Certificate of Insurance

**HWD HOMES PTY LTD**

Policy Number:  
**C428982**

Policy Inception Date:  
**09/04/2019**

Builder Account Number:  
**001272**

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: **C03: New Multi-Dwelling Construction**  
At the property: **Unit 4 53 Diane Cres CROYDON VIC 3136 Australia**  
Carried out by the builder: **BROWNHILL HOMES PTY LTD**  
Builder ACN: **087309877**

**!** 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): **HWD HOMES PTY LTD**  
Pursuant to a domestic building contract dated: **01/02/2019**  
For the contract price of: **\$ 314,279.00**  
Type of Cover: **Cover is only provided if BROWNHILL HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***  
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***  
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

#### PLEASE CHECK

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

#### IMPORTANT

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## 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:	\$1,225.00
GST:	\$122.50
Stamp Duty:	\$134.75
<b>Total:</b>	<b>\$1,482.25</b>

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

Certificate of insurance	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	Carried out by Builder: JOHN CITZEN ABN: 12 345 678 910	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789
Your Domestic Building Contract	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	Carried out by Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 987 654 321	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 987 654 321
	✓ Name of Builder and ACN match	✗ Name of Builder does not match	✗ ACN does not match



**Watershed Building Consultants** ACN 118 532 755

**Suite 2 / 75 Robinson Street DANDENONG VIC 3175**  
P 03 9791 3355 F 03 9791 4495 E dandenong@watershedbc.com.au

**6a Seymour Street TRARALGON VIC 3844**  
P 03 5176 5888 F 03 5176 5999 E gippsland@watershedbc.com.au

W watershedbc.com.au

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

## **Occupancy Permit**

**For Building Permit Number: BS-U 1590/20190677/0**  
**Job No. 19/00278**

### **Property details**

Number **53** Street/road **Diane Crescent** City/suburb/town **CROYDON** Postcode **3136**  
Lot/s **2** LP/PS **LP 82850** Volume **08757** Folio **211**  
Municipal District **Maroondah City Council**

### **Building permit details**

Building permit number **BS-U 1590/20190677/0**  
Version of BCA applicable to building permit **NCC2016 - Volume 2**

Description of building work: **four dwellings, four garages and retaining wall**

BCA	BCA Description	NOW	Part
1a(b)	One or more attached dwellings	New Building	Four Dwellings
10a	Garage, carport, shed or storage facility	New Building	Four Garages
10b	Fence, mast or antenna, wall, swimming pool	New Building	Retaining Wall

### **Reporting authorities**

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

Date Approved	Authority	Matter	Regulation
07 Jun 2016	Council	LPOD info from Council	133

### **Suitability for occupancy**

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

### **Relevant Building Surveyor**

Name: **M D Curtain**

Registration No. **BS-U 1590**

Signature:

Certificate Number: **20190677** Date Of Issue: **17 March 2020**  
Date of final inspection: **21 February 2020**

### **Conditions:**

1. This occupancy permit is invalid if the cooking appliances, hot water service and rain water tank (if applicable) are not installed prior to 'hand over' between the builder and the owner. The owner must contact Watershed Building Consultants on 9791 3355 (Dandenong) or 5176 5888 (Traralgon) if this condition is not met so that the Occupancy Permit can be cancelled immediately.

Our Reference: M/2016/1075

Enquiries to: Tom Vathis  
9298-4384

11 April 2017

Apex Town Planning  
5/1004 Doncaster Rd  
Doncaster East VIC 3109

Dear Sir/Madam


**PLANNING APPLICATION NO M/2016/1075  
53 DIANE CRESCENT, CROYDON**

Enclosed is your copy of Planning Permit No. M/2016/1075, which outlines the terms of Council's approval.

**Care should be taken when reading the permit as failure to comply with the permit conditions may result in enforcement action. Random inspections are carried out to ensure compliance with permit conditions.**

This permit covers the Maroondah City Council planning requirements and does not take away the necessity to comply with the requirements of any other public authority.

Yours faithfully



Tom Vathis  
**STATUTORY PLANNING**

Enc

**Contact us**

**Phone** 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

[maroondah@maroondah.vic.gov.au](mailto:maroondah@maroondah.vic.gov.au) | [www.maroondah.vic.gov.au](http://www.maroondah.vic.gov.au) | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

**Visit us**

**City Offices** Braeside Avenue, Ringwood **Realm** 179 Maroondah Highway, Ringwood **Croydon** Civic Square, Croydon



# PLANNING PERMIT



Permit No. : M/2016/1075

Page 1 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

## Address of the land:

53 Diane Crescent, Croydon VIC 3136

## The permit allows:

Construction of four dwellings (3 double storey and 1 single storey) and vegetation removal in accordance with the endorsed plans.

## The following conditions apply to this permit:

### 1. Amended Plans Required

Before any buildings and works or use start (whichever is the sooner), plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans advertised but modified to show:

- (a) An improved façade to garage ratio for both Dwellings 2 and 3, whilst still achieving compliance with Clause 52.06 (Car Parking). Any redesign must not result in a reduction of the setbacks of these dwellings to adjacent boundaries.
- (b) The site cut and retaining wall north of the façade of dwelling 1 relocated one metre further south (to reduce encroachment into the Tree Protection Zone of Tree 1).
- (c) All site cuts and retaining wall to be relocated so as to not encroach more than 10% into the Tree Protection Zone of trees on the subject site and abutting properties.
- (d) The location and height of letterboxes and metre boxes servicing the dwellings.

### 2. Layout Not Altered – Development

The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Date issued : 11-Apr-2017

Signature for the  
responsible authority:

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

# PLANNING PERMIT



Permit No. : M/2016/1075

Page 2 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

### 3. Construction Plans for Paving Required

Before any building or works start, construction plans for all parking areas and access lanes must be submitted to and approved by the Responsible Authority. The construction plans must be consistent with the endorsed site layout, development plans and landscaping plans.

### 4. Car Park and Access Lanes

Before the use starts or the development is occupied (whichever occur first), the area(s) set aside for the parking of vehicles and access lanes as shown on the approved plan must be:

- (a) Surfaced with an durable all-weather seal;
- (b) Drained to the nominated legal point of discharge;

all to the satisfaction of the Responsible Authority.

### 5. Construction of Vehicle Crossing

Before the development is occupied, the owner must at its cost remove the existing vehicle crossing and construct a concrete vehicular crossing at right angles to the road to suit the proposed driveway to the satisfaction of the Responsible Authority. The vehicle crossing must be a minimum 1.0 m offset from any existing tree or utility service assets.

### 6. Construction Plans for Drainage Required

Before any building or works start, drainage plans including calculations prepared by a suitably qualified person to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Drainage Plans must:

- (a) Show all drainage works associated with the development including any drainage works required beyond the boundaries of the land;
- (b) Show the nominated legal point of discharge;

Date issued : 11-Apr-2017

Signature for the  
responsible authority:

A handwritten signature in black ink, appearing to be 'J. Smith', written over a horizontal line.

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.



# PLANNING PERMIT



Permit No. : M/2016/1075

Page 3 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

- (c) Convey stormwater runoff by means of underground drains to the nominated legal point of discharge.
- (d) Prevent overland flows from having a detrimental effect on the environment or adjoining properties;
- (e) Limit the permissible Site Discharge (PSD) to the equivalent of a 35% impervious site coverage, or the pre-developed discharge rate, if it is less than 35% impervious site coverage, to the satisfaction of the Responsible Authority; and
- (f) Provide appropriate stormwater detention storage for a **20 Year ARI** storm event to limit the maximum discharge rate to the PSD;

## 7. Drainage Works Required

Before the development is occupied, the drainage and associated works shown on the Drainage Plans must be constructed in accordance with those plans to the satisfaction of the Responsible Authority. Within 14 Days of the completion of the works, certification by a suitably qualified engineer must be submitted to the Responsible Authority certifying that works have been completed in accordance with the Drainage Plans.

## 8. Control Sediment Laden Run Off

During the construction of the development, methods to control sediment laden runoff as described under 'Best Practice Environmental Management Guidelines for Urban Stormwater' or similar must be implemented and used to minimise sediment laden runoff and stormwater pollution from leaving the land to the satisfaction of the Responsible Authority.

## 9. Remove any Unnecessary Vehicular Crossing

Before the development is completed, the owner must at its cost remove any unnecessary or redundant crossover and reinstate kerb and channelling and the affected nature strip to the satisfaction of the Responsible Authority.

Date issued : 11-Apr-2017

Signature for the  
responsible authority:

A handwritten signature in black ink, appearing to be 'J. Smith', written over a horizontal line.

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

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# PLANNING PERMIT

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**Permit No. :** M/2016/1075

Page 4 of 8

**Planning scheme :** Maroondah Planning Scheme

**Responsible authority :** Maroondah City Council

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## 10. Landscape Plan


Before the development starts, a landscape plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the landscape plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show

- (a) a survey (including botanical names) of all existing vegetation to be retained and/or removed;
- (b) buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary;
- (c) details of surface finishes of pathways and driveways;
- (d) a planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant. The planting schedule must employ a predominately indigenous planting schedule;
- (e) landscaping and planting within all open areas of the site;
- (f) minimum of one indigenous Eucalyptus sp. canopy tree in the SPOS of Dwellings 1, 2 and 3 to the satisfaction of the Responsible Authority;
- (g) minimum of two indigenous Eucalyptus sp. canopy tree in the SPOS of Dwelling 4 to the satisfaction of the Responsible Authority;
- (h) a tree protection zone and structural root zone for each tree to be retained; and
- (i) the location and details of root control barriers.

All species selected must be to the satisfaction of the Responsible Authority.

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**Date issued :** 11-Apr-2017

**Signature for the  
responsible authority:** 

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

# PLANNING PERMIT



Permit No. : M/2016/1075

Page 5 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

## 11. Landscaping Completion

Before the use starts or the development is occupied, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.

## 12. Landscaping Maintenance

The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.

## 13. No Vegetation Removal


Unless with the prior written consent of the Responsible Authority, no vegetation shown on the endorsed plans to be retained may be felled, lopped, topped, ringbarked or otherwise destroyed or removed.

## 15. Tree protection Zone Conditions

Prior to the commencement of any building and or demolition works on the land, a Tree Protection Zone (TPZ) must be established and maintained during, and until completion, of all buildings and works including landscaping, around the following trees in accordance with the distances and measures specified below, to the satisfaction of the Responsible Authority:

- a) Tree protection zone measures are to be established in accordance to Australian Standard 4970-2009 and including the following:
  - i. Tree #1 – 9.8 metre radius from the centre of the tree base.
  - ii. Tree #2 – 2.6 metre radius from the centre of the tree base.
  - iii. Tree #14 – 4.9 metre radius from the centre of the tree base.
- b) Fencing must provide an effective physical barrier using either:
  - i. 1.5m – 1.8m high wire mesh fencing, or
  - ii. 1.5m – 1.8m high wire reinforced para-web mesh with reinforcing fencing wire used at the top, bottom, and at least once at the half-way height,

Date issued : 11-Apr-2017

Signature for the  
responsible authority: 

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

# PLANNING PERMIT



**Permit No. :** M/2016/1075

Page 6 of 8

**Planning scheme :** Maroondah Planning Scheme

**Responsible authority :** Maroondah City Council

and must remain in place and in good condition at all times. Signs labelled 'Tree Protection Zone – Keep Out' or similar must be placed on the fence and be visible from all sides.

- c) Where construction is approved within the TPZ, fencing and mulching should be placed at the outer point of the construction area or provide for ground protection as described below.
- d) Where ongoing vehicular access is required, ground protection must comprise the following measures :
  - i. any temporary access may be no wider than 3m.
  - i. the temporary access must provide the maximum offset possible from tree #3.
  - ii. hardwood planks, or other suitable platform material, must be laid over mulch (100mm depth) and appropriately anchored, perpendicular to the direction of traffic with gaps between each plank/platform being no less 6cm.
  - iii. hardwood planks, or other suitable platform material, must be effectively anchored directly into the ground using steel pegs (ie. re-bar) or strapping between planks/platforms, or any combination of these methods as needed to avoid significant movement when supporting traffic.

Ground protection must only be removed once all buildings and works have been completed.

- e) Where there are approved works within the TPZ, it may only be reduced to the required amount by an authorised person only during approved construction within the TPZ, and must be restored in accordance with the above requirements at all other times.
- f) A consulting arborist must supervise any excavation works within the Tree Protection Zones on the subject land and any instance where trees on adjoining properties may be impacted.
- g) No filling, trenching or excavation is to occur within Tree Protection Zones except for buildings and footings as approved by the Responsible Authority
- h) Materials and machinery are not to be stored in Tree Protection Zones.
- i) Waste is not to be dumped or stored in Tree Protection Zones.

**Date issued :** 11-Apr-2017

**Signature for the  
responsible authority:**

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

# PLANNING PERMIT



Permit No. : M/2016/1075

Page 7 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

- j) No residual herbicides are to be used within the Tree Protection Zones.
- k) Utilities must be routed outside Tree Protection Zones. If utilities must pass through this zone, there will be no machine trenching. Rather, thrust boring must be utilised OR a consulting arborist must supervise hand digging, and determine if roots may be cut or if services must be tunnelled beneath the roots.
- l) Any pruning of the canopies required for building or vehicle clearance, or other reasons, is to be done by a qualified arborist to Australian Standard 4373 – 2007.
- m) The tree protection zone must be mulched with a 75mm layer of organic woodchip mulch.

## 16. Time Limit – Development only

This permit will expire if one of the following circumstances applies:

- (a) the development is not started within two years of the date of this permit; or
- (b) the development is not completed within four years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six months afterwards if the development has not yet started, or within 12 months afterwards if the development has lawfully started before the permit expires

### Permit Notes:

#### Notes:

#### Submission of Condition 1 amended plans

- Three full size copies (ie A1) must be provided.

#### Landscape Plans:

- Landscape Plans, Tree Management Plans and Offset Management Plans must be submitted for assessment by Council as hardcopies.

Date issued : 11-Apr-2017

Signature for the  
responsible authority: \_\_\_\_\_

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.



# PLANNING PERMIT



Permit No. : M/2016/1075

Page 8 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

- Landscape Plans – three full size copies (ie. A1 must be provided.)
- Tree Management Plans and Offset Management Plans – A4 size and in colour if required.
- Following assessment, Council may seek changes to plans in order to ensure that permit requirements are met.
- Landscaping works must be completed prior to occupation of the dwellings. Please telephone 9298-4287 to arrange inspection of the landscaping works.

## Engineering:

### Legal Point of Discharge Required

Before any building or works start, a legal point of discharge (LPD) is to be obtained in accordance with Building Regulation 610. A copy of the LPD must be submitted with the Engineering plans. Requests for an LPD must be made via Maroondah City Council's Property Information application form, which incurs a fee in accordance with the Building Regulations and is available on Maroondah City Council's website and at all Customer Service outlets.

### Asset Protection Permit Required

Before any building or works start, an Asset Protection Permit must be obtained from Council. Council infrastructure must be maintained in a safe condition during the construction period. Any damage caused by these works to Council assets must be reinstated to the satisfaction of the Council prior to the completion of works.

Date issued : 11-Apr-2017

Signature for the  
responsible authority:

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

## IMPORTANT INFORMATION ABOUT THIS PERMIT

### WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.)

### CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

### WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- If no date is specified, from—
  - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  - (ii) the date on which it was issued, in any other case.

### WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if—
  - the development or any stage of it does not start within the time specified in the permit; or
  - the development requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.
2. A permit for the use of land expires if—
  - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
  - the development or any stage of it does not start within the time specified in the permit; or
  - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
  - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
  - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the Planning and Environment Act 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the Subdivision Act 1988, unless the permit contains a different provision—
  - the use or development of any stage is to be taken to have started when the plan is certified; and
  - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

### WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

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

**BUILDING PERMIT No. BS-U1590/20190677/0 ISSUED 11/04/2019**  
**JOB NUMBER: 19/00278**

**Issued to**

Owner/Agent of owner **Brownhill Homes P/L**  
Postal address **Factory 3, 515 Maroondah Hwy, RINGWOOD**  
Email **lindsay@brownhillhomes.com.au**

Telephone **9879 1791**  
Postcode **3134**  
ACN (if applicable)

**Ownership details**

Owner **HWD Homes Pty Ltd**  
Postal address  
Email **sonchy@hwdhomes.com.au**

Telephone **0403 238 986**  
Postcode **3178**  
ACN (if applicable)

**Property details**

Number **53** Street/road **Diane Crescent** City/suburb/town **CROYDON** Postcode **3136**  
Lot/s **2** LP/PS **LP 82850** Volume **08757** Folio **211**  
Municipal district **Maroondah City Council**

**Builder**

Name **Brownhill Homes P/L**  
Address **Factory 3, 515 Maroondah Hwy, RINGWOOD**  
Building practitioner registration no. **CDB-U 53096**

Telephone **9879 1791**  
Postcode **3134**  
ACN (if applicable) **087 309 877**

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

**Natural person for service of directions, notices and orders**

Name **Chris Brownhill**  
Address **Factory 3, 515 Maroondah Hwy, RINGWOOD**

Telephone **9879 1791**  
Postcode **3134**

**Building practitioner or architect engaged to prepare documents for this permit**

Name	Company Name	Category / Class	Personal Reg No.	Company Reg No.
Stephen Oxley	Cadox Building Design Pty Ltd	Drafting	DP-AD 23289	
Geoffrey Bird	Geoffrey L Bird & Associates P/L	Civil Engineer	EC 1052	
Stephen Jury	SJF & Associates	Civil Engineer	EC 1392	
Ian Moore	Irwinconsult P/L	Fire Engineer	EF 1007	

**Details of domestic building work insurance**

The issuer or provider of the required insurance policy is **VMIA** and the policy number is **C428979, C428980, C428981, C428982**.

**Details of relevant planning permit**

Planning permit no. **M/2016/1075** Date of grant of planning permit. **11/04/2017**

**Nature of building work**

Description of building work **four dwellings, four garages & retaining wall** Storey Contained **2**  
Version of BCA applicable to permit **NCC2016**  
Cost of building work for project: **\$1,182,084**  
Stage of building work permitted **all**  
Cost of building work for this stage: **\$1,182,084**  
Total floor area of new building work **722 m<sup>2</sup>**

**Protection work**

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



**Building Classification**

BCA	BCA Description	NOW	Part
1aai	One or more attached dwellings	New Building	Four Dwellings
10ai	Appurtenant to a class 1, 2 or 3 for domestic use	New Building	Four Garages
10b	Fence, mast or antenna, wall, swimming pool	New Building	Retaining Wall

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

Date Approved	Authority	Matter	Regulation
07 Jun 2016	Council	LPOD info from Council	133

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

**Performance Requirements P2.3.1 (Protection from spread of fire) of the National Construction Code Series Building Code Of Australia 2016 Volume 2 - To allow the Unit 2 & 3 eaves to encroach within 900mm of another building on the same allotment (NCC BCA 2016 Clauses 3.7.1.7).**

**Performance Requirements P2.3.1 (Protection from spread of fire) of the National Construction Code Series Building Code Of Australia 2016 Volume 2 - To allow the unit 2 & 3 first floor external walls to be constructed within 1800mm of another building on the same allotment without achieving an FRL of 60/60/60 (NCC BCA 2016 Clauses 3.7.1.3 & 3.7.1.5).**

**Performance Requirements P2.3.1 (Protection from spread of fire) of the National Construction Code Series Building Code Of Australia 2016 Volume 2 - To allow the unit 3 windows to be constructed within 1800mm of another building on the same allotment without achieving an FRL of -/60/- (NCC BCA 2016 Clauses 3.7.1.3 & 3.7.1.5).**

**Performance Requirements P2.3.1 (Protection from spread of fire) of the National Construction Code Series Building Code Of Australia 2016 Volume 2 - To allow the unit 2 verandah not to have a fire rated wall that extends to the underside of a non-combustible roof covering (NCC BCA 2016 Clauses 3.7.1.3)**

**Inspection requirements**

The mandatory notification stages are:

Prior to placing a footing - retaining wall holes  
 Prior to placing a footing - concrete piers  
 Prior to placing a footing - strip footing  
 Prior to placing a footing - stump holes  
 Prior to placing a footing - concrete pads  
 Completion of subfloor frame  
 Completion of frame  
 Final upon completion of all building work

**Occupation or use of building**

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

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

**Commencement and completion**

This building work must commence by **11/04/2020**.

If this 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 **11/04/2021**.

If this 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.

**Relevant building surveyor**

Name: M D Curtain

Registration No. BS-U1590



Signature:

**Conditions of Approval**  
**Building Permit No. BS-U1590/20190677/0**

1. The building permit has been issued pursuant to the Building Act 1993 (*the "Act"*), the Building Regulations 2018 (*the "Building Regulations"*) and the National Construction Code Series Building Code of Australia 2016 - Volume 2 (*the "BCA"*); and
2. The builder must carry out all building work authorised by this building permit in accordance with the building permit, approved plans and associated documents. No variations/departures from the approved plans will be accepted by the relevant building surveyor unless amended plans are submitted and approved prior to the commencement of the unauthorised building work; and
3. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation instructions and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer. No substitution of products from BCA approved products will be accepted by the Relevant Building Surveyor; and
4. Building is located in an area designated as prone to termite attack. As such termite protection is to be provided in accordance with AS3660; and
5. This building permit does not have the effect of amending or overriding any section 173 agreement, covenant of title, memorandum of common provision, agreement or condition imposed under the local planning scheme. It is not the responsibility of the relevant building surveyor to confirm compliance with any covenant, section 173 agreement or memorandum of common provisions or any other restriction which may exist on the property title or any other agreement entered into with an authority or other party. The owner is responsible to ensure compliance with any of the above restrictions and to obtain developer's approval (if required) prior to the commencement of the proposed building work; and
6. Contrary to what is shown on the approved plans, building work is only included as part of this building permit if it is written on the Form 2 building permit; and
7. Excavations and fill utilising unprotected embankments to comply with Part 3.1.1.1 of BCA, Volume 2 and Table 3.1.1.1; and
8. The following information and or certificates are to be provided with the application for Occupancy Permit or a request for a Certificate of Final Inspection:
  - (a) All plumbing compliance certificates from the plumber(s) engaged in the works; and
  - (b) An electrical safety certificate from an electrician engaged in the works; and
  - (c) A glazing & windows certificate from the window manufacturer/supplier; and
  - (d) A termite protection compliance certificate from an accredited termite protection contractor certifying that termite protection has been provided in accordance with AS3600.1 (if required); and
  - (e) A certificate or statement from the builder confirming the stair treads have a surface with a slip-resistance classification not less than P3 or R10 (dry surface condition) and P4 or R11 (wet surface condition).
  - (f) A statement of compliance from the builder which confirms compliance with the relevant Australian Standards and approved plans and reports for matters such as wet areas, polystyrene wall cladding systems, artificial lighting plan, energy report and fire ratings for external and separating walls; and
9. This permit does not remove or replace the need for an asset protection permit or equivalent consent or approval that may be required from the relevant council and a fee and/or a security that may be required to be paid under a Local Law of the relevant Council; and
10. This building permit does not override your obligations under the 'Fences Act 1968' which requires you to obtain written permission from an adjoining owner prior to altering or removing a dividing boundary fence. This permit does not authorise the altering or removal of a dividing boundary fence without the adjoining owner's agreement; and
11. The building work shall be carried out wholly from within the allotment and without removing the boundary fences (unless otherwise agreed to by adjoining owner). It is the responsibility of the owner (or his or her agent) to check the location of boundaries and obtain a re-establishment survey and to seek legal advice before construction commences if there are any boundary discrepancies. The relevant building surveyor does not take any responsibility for any boundary discrepancies or building encroachments. This building permit does not authorise the demolition of any existing adjoining property building that encroaches the title boundary; and
12. Manufacturer's floor and roof truss layouts and computations are to be submitted for approval prior to commencing work on the frame; and
13. Building work authorised under this permit requires an Occupancy Permit prior to lawful occupation of the building. An application for an Occupancy Permit (Form 15) must be submitted to our office together with the required compliance certificates.

## **ADDITIONAL GENERAL NOTES TO WORKING DRAWINGS**

All work to comply with NCC BCA 2016 Volume 2 (NCC) and the relevant Australian Standards currently referenced under Part 1.4 of the NCC including the standards listed below:

Glazing to comply with AS1288 (Glass in buildings selection and installation)  
Windows to comply with AS2047 (Windows in building selections and installations)  
Roof sheeting to comply with AS1562 (Design and installation of sheet roof and wall cladding)  
Footings to comply with AS2870 (Residential slabs and footings)  
Timber framing to comply with AS1684.2 (Residential timber-framed construction)  
Roof tiles to comply with AS2049 (Roof tiles) and AS 2050 (Installation of roof tiles)  
Wet area to comply with AS3740 (Waterproofing of domestic wet areas)  
Termite protection to comply with AS3660.1 (Termite management for new building work).

### **GENERAL**

- A minimum 10mm thick flexible bond breaker is to be provided between an existing footing on the adjoining property and a proposed new footing.
- Smoke alarms to comply with AS3786, to be hardwired and interconnected.
- A removable hinge is required to a toilet door when the door hinge is within 1.2m of the closet pan.
- Exhaust fans to discharge directly to the outside or a roof vent (eg whirly bird) must be provided if the exhaust fans discharge into a roof space which has sarking.
- A bedroom window which has a floor 2m or more above ground level, must be restricted from opening 125mm or more or be fitted with a screen with secure fittings, if the window is less than 1.7m from the floor.
- If installed, a minimum 2000L rain water tank is required to be connected to all toilets for the purpose of sanitary flushing.
- A balcony waterproofing membrane is to comply with AS4654.1 and AS4654.2.
- Gas heating appliances must be installed in accordance with the manufacturer's specification.

### **STAIRS AND BARRIER**

- Risers to be maximum 190mm
- Goings to be minimum 240mm
- Maximum 125mm gaps between risers.
- All handrails to a flight of stairs must be continuous.
- A barrier (eg balustrading) must not allow a 125mm sphere to pass through it.
- Floors more than 4m above the surface beneath, any horizontal elements within the barrier (eg balustrading) between 150mm and 760mm above the floor must not facilitate climbing.
- The maximum doorway threshold is 230mm above the external finished surface.
- A landing must extend across the full width of the doorway.
- Stair treads to have a surface with a slip resistance classification not less than P3 or R10 (internal) or P4 or R11 (external) or nosing strips with a slip resistance classification not less than P3 (internal) or P4 (external).
- A landing must be provided when the difference between the internal floor level and the finished ground level is greater than 570mm (3 risers).

### **DRAINAGE**

- The stormwater drainage system must comply with AS3500.3 or AS3500.5.
- The stormwater drainage system must discharge to the legal point of discharge nominated by Council.
- The first metre around the perimeter of the dwelling must fall away a minimum of 25mm for a paved external surface and 50mm for a non-paved external surface.
- The internal finished floor level for the slab on ground must be a minimum 50mm above the external paved surface and 150mm above the external permeable surface.

### **FRAMING**

- A wind classification of N2 applies to the site unless otherwise noted on the approved working drawings or structural plans and computations.
- Provide a minimum 150mm subfloor clearance to the underside of the bearer or minimum 400mm in a declared termite area.
- Subfloor ventilation to be provided with minimum aggregate openings of 6000mm<sup>2</sup> per metre of wall.
- Timber members for the deck and/or verandah must be suitable for external use and have a certain level of durability. For in-ground contact, the timber must be preservative-treated to H5. For above-ground use, the timber must be preservative-treated to H3.

**MASONRY**

- Masonry walls to comply with AS3700 or AS4773.1 and AS4773.2.
- Weepholes to be provided to masonry veneer walls at 1200mm maximum centres. Window head flashings are also required to be drained by weepholes at 1200mm maximum centres for openings greater than 1200mm in width. Weepholes are to be a minimum 75mm above the external finished ground level.
- Articulation joints must extend to the full height of the wall and be spaced in accordance with the working drawings or structural plans.

**CLADDING**

- An autoclaved aerated concrete wall is to comply with AS5146.1 and manufacturer's specifications.
- A metal wall cladding is to comply with AS 1562.1.
- A polystyrene wall cladding product must be accredited and installed in accordance with the manufacturer's specification.