

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 1 MITCHELLS RUN DOREEN VIC 3754

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

The terms of this contract are contained in the:

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

in that order of priority.

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 Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as 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/...../20.....

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 business days if none specified).

SIGNED BY THE VENDOR..... on/...../20.....

Print name of person signing JENNIFER MARGARET MARIES

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.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

OBrien Real Estate - Blackburn
98 South Parade, Blackburn, VIC 3130

Tel: 03 9894 2044 Fax:

Ref: Anthony
Molinaro

Email:
anthony.molinaro@obrienrealestate.com.au

VENDOR

JENNIFER MARGARET MARIES

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022

Ref: HN-24/34224

Email:
settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax:

Ref:

Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
10753/344	34	PS 506695Q

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

1 Mitchells Run Doreen Vic 3754

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.
Exclusions: portable security camera.

PAYMENT

Price	\$		
Deposit	\$	by	
Balance	<u>\$</u>	(of which \$ payable at settlement	has been paid)

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 5.1)

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

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20) – NOT APPLICABLE AT AUCTION

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

Lender:

Loan amount: \$

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
 - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
 - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
 - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
 - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
 - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
 - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
 - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
 - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
 - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
 - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
 - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
 - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

3. Extension/Variation request

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

4. Rescheduled Settlement

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

5. Adjustments

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

6. Duties Form

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

7. Default not remedied

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

8. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

9. GC 23 – special condition

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

10. GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due

date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This

general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

19. GST

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

settlement on the property.

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

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

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

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

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

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

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

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

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

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

SIGNED SEALED AND DELIVERED by the said	)	
	)	
Print Name.....	)	
in the presence of:	)	Director (Sign)
	)	
Witness.....	)	

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	JENNIFER MARGARET MARIES
Property:	1 MITCHELLS RUN DOREEN VIC 3754

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-24/34224

SECTION 32 STATEMENT
1 MITCHELLS RUN DOREEN VIC 3754

32A FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$5,000.00
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
-Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
- See attached certificate

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT
1 MITCHELLS RUN DOREEN VIC 3754

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: WHITTLESEA PLANNING SCHEME
Responsible Authority: WHITTLESEA CITY COUNCIL
Zoning: GRZ General Residential Zone
Planning Overlay/s: See attached certificates

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
1 MITCHELLS RUN DOREEN VIC 3754

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
1 MITCHELLS RUN DOREEN VIC 3754

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

JENNIFER MARGARET MARIES

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

Signature/s of the Purchaser

x

Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;
☐ Yes / ☒ No. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);
☐ Yes / ☒ No. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;
☐ Yes / ☒ No. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes
☐ Yes / ☒ No. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
☐ Yes / ☒ No. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;
☐ Yes / ☒ No. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;
☐ Yes / ☒ No. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
 - use for the manufacture of substances such as methylamphetamine, or
 - a defence or fire brigade training site involving the use of hazardous materials.☐ Yes / ☒ No. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
☒ Yes / ☐ No. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;
☐ Yes / ☒ No. If Yes, please specify:

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement 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. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 10753 FOLIO 344

Security no : 124118996879U

Produced 14/10/2024 09:12 AM

LAND DESCRIPTION

Lot 34 on Plan of Subdivision 506695Q.
PARENT TITLE Volume 10732 Folio 636
Created by instrument PS506695Q 26/09/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

JENNIFER MARGARET MARIES of 1 MITCHELLS RUN DOREEN VIC 3754
AX986381L 10/05/2024

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AC446737T 01/11/2003

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

AGREEMENT Section 173 Planning and Environment Act 1987
AC476535M 17/11/2003

DIAGRAM LOCATION

SEE PS506695Q 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: 1 MITCHELLS RUN DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 24095Y PERA LAWYERS
Effective from 10/05/2024

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS506695Q
Number of Pages (excluding this cover sheet)	3
Document Assembled	14/10/2024 09:14

Copyright and disclaimer notice:

© 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 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

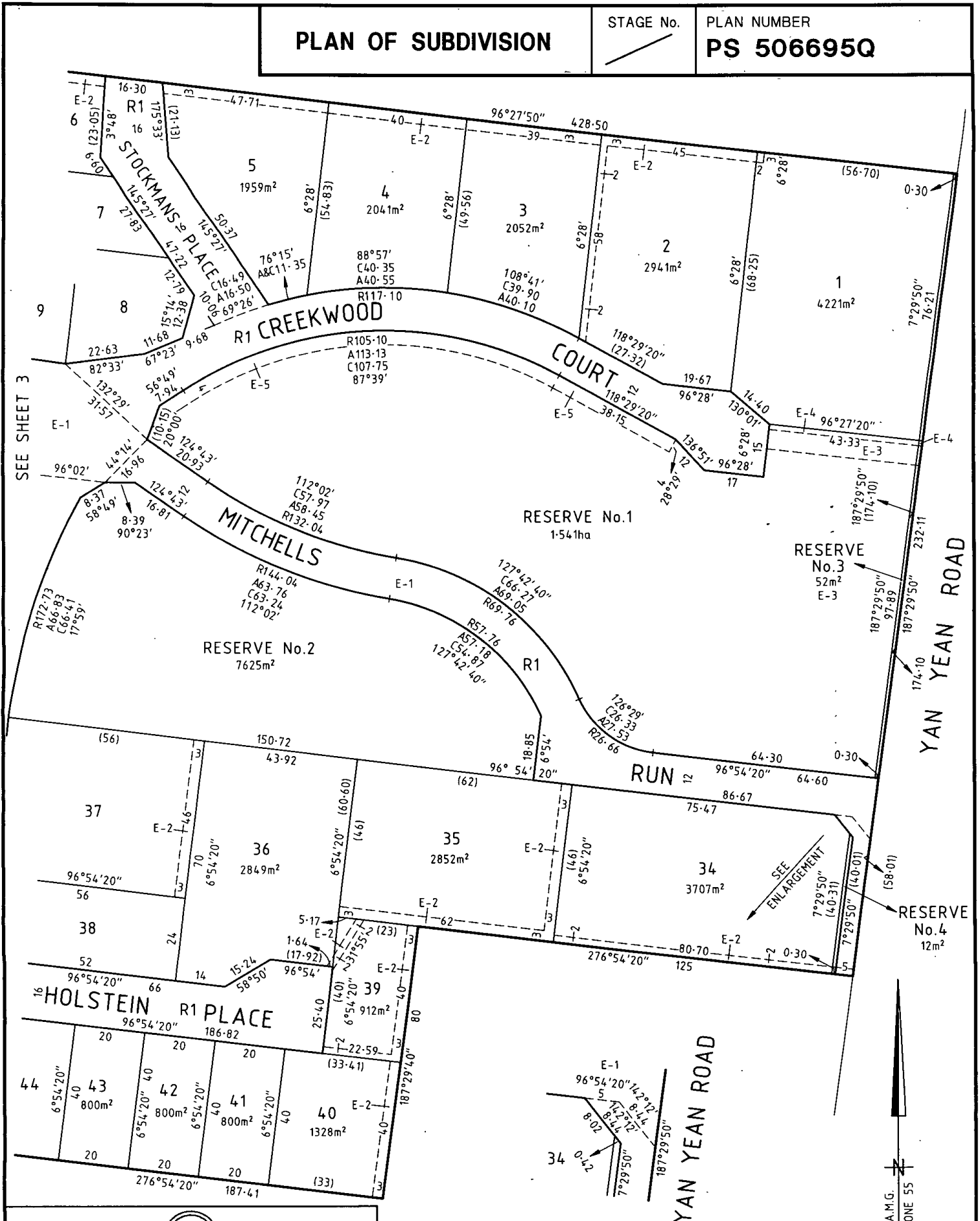
PLAN OF SUBDIVISION		STAGE No. 	LR USE ONLY EDITION 1	PLAN NUMBER PS 506695Q
LOCATION OF LAND PARISH: YAN YEAN TOWNSHIP: SECTION: 4 CROWN ALLOTMENT: CROWN PORTION: 2 (PART) TITLE REFERENCES: Vol.10732 Fol. 636 LAST PLAN REFERENCE/S: PS 506691Y (LOTA) POSTAL ADDRESS: YAN YEAN ROAD (At time of subdivision) DOREEN, 3754 AMG Co-ordinates E 335500 (of approx centre of N 5837500 land in plan) ZONE 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: WHITTLESEA CITY COUNCIL REF: 605266 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 20/5/2003 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/ has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date 19-8-2003		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R1 RESERVE No.1 RESERVE No.2 RESERVE No.3 RESERVE No.4	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL			
MITCHELL'S RUN 12.13ha		STAGE 1 59 LOTS		
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	CARRIAGEWAY	SEE PLAN	PS 506691Y	LOT D ON PS 506691Y
E-2	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER
E-3	DRAINAGE SEWERAGE & WATER SUPPLY TELECOMMUNICATION DISTRIBUTION &/OR TRANSMISSION OF GAS	5-50 5-50 5-50 5-50	THIS PLAN THIS PLAN THIS PLAN THIS PLAN (GAS INDUSTRY ACT 1994)	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LOTS ON THIS PLAN TXU NETWORKS (GAS)
E-4	POWERLINE	1-50	THIS PLAN-SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD ACN 064 651 118
E-5	WATER SUPPLY	4	THIS PLAN	YARRA VALLEY WATER
NOTATIONS				
STAGING This is /is not a staged subdivision. Planning permit No.				
DEPTH LIMITATION DOES NOT APPLY				
ROAD R1 IS PARTIALLY ENCUMBERED BY EASEMENT E-1				
SURVEY. THIS PLAN IS/ IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No.				
RECEIVED ☒ DATE 24-9-03				LR USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT LR USE ONLY PLAN REGISTERED TIME 2.37 DATE 26/9/03 Assistant Registrar of Titles
SHEET 1 OF 3 SHEETS				
EARTH TECH Survey & Spatial Solutions-Melbourne Tel 8517 9213 Fax 8517 9477			LICENSED SURVEYOR (PRINT)..... ALAN EDWARD ROLLEY SIGNATURE DATE 18-8-03 REF 0401070-01 VERSION N	
			DATE 19-8-2003 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 506695Q



E A R T H T E C H



Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE

10 0 10 20 30 40 50

LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET
1:1000	SIZE
	A3

LICENSED SURVEYOR (PRINT).....ALAN EDWARD ROLLEY

SIGNATURE DATE

REF 0401070:01

VERSION N

SHEET 2 OF 3 SHEETS

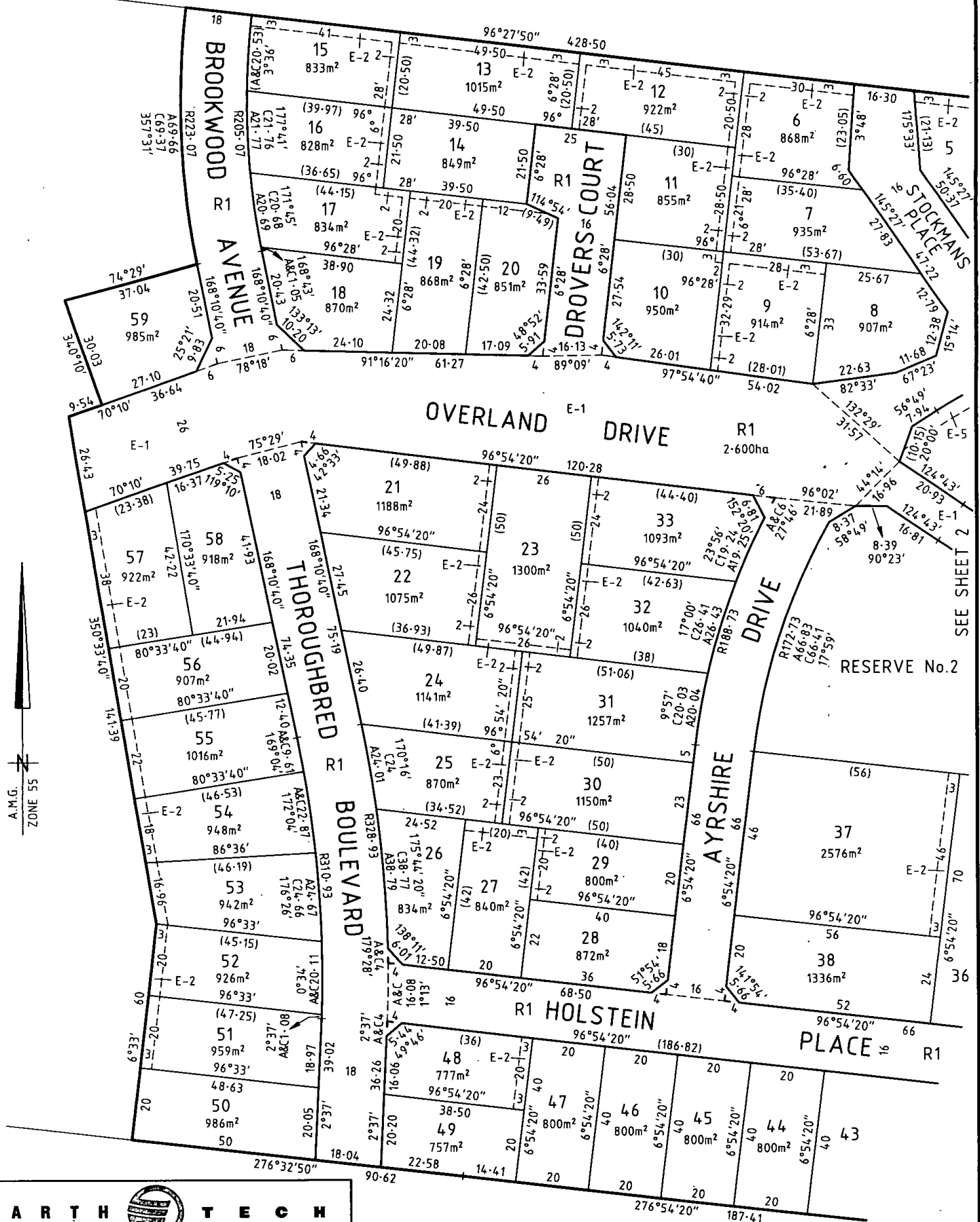
DATE _____
COUNCIL DELEGATE SIGNATURE _____

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 506695Q



EARTH TECH



Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE

10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET
1:1000	SIZE
	A3

LICENSED SURVEYOR (PRINT).....ALAN EDWARD ROLLEY

SIGNATURE DATE

REF 0401070-01

VERSION N

SHEET 3 OF 3 SHEETS

DATE _____

COUNCIL DELEGATE SIGNATURE _____

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by: CBA

Name:

Phone:

Address:

Ref: 339478302

Customer Code: 203



AC446737T

01/11/2003 \$681 45



MADE AVAILABLE/CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed -

- together with any easements created by this transfer
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land

Lot 34 on Plan of Subdivision No 506695Q Certificate of Title Volume 10753 Folio 344

Estate and Interest

All our estate and interest in fee simple

Consideration

\$240,000.00 ✓

Transferor

MITCHELL DOREEN PROJECTS PTY LTD (A.C.N. 098 521 656) ✓

Transferee

PETER JOSEPH CONSOLINO and DANIELLE LINDA CONSOLINO

both of 9 Linnet Avenue HURSTBRIDGE 3099 as joint proprietors

Directing Party

Creation and/or reservation of easement and/or covenant



DAC446737T-1-5

and the transferees with the intent that the benefit of this covenant shall be attached to and run at law in equity with every lot numbered 1 to 59 on Plan of Subdivision 506695Q other than the lot hereby transferred and whether or not already transferred by the transferor and that the burden of this covenant shall be annexed to and run at law and in equity with the said land hereby transferred doth hereby for themselves their heirs executors administrators and transferees the registered proprietor or proprietors for the time being and as a separate covenant covenants with the said MITCHELL DOREEN PROJECTS PTY. LTD. its transferees the registered proprietor or proprietors for the time being of the numbered lots 1 to 59

Continued on T2 page 2

Approval No
475022A

ORDER TO REGISTER
Please register and issue title to

T2

Signed

Cust. Code



STAMP DUTY USE ONLY	
This stamp is	FOR 43 123 123 124
S.O	Victorian Duty \$ <u>\$ 10 060</u>
Property	Consideration / Advance \$ <u>240 000</u>
NOT TO BE	Victorian Assets %
COPIED	Original Counterpart / Copy
	Transaction No. <u>339478302</u>
	Endorsing Date: <u>23/10/03</u>
	Signature: <u>24</u>

THE BACK OF THIS FORM MUST NOT BE USED

other than the lot hereby transferred that ^{they} ~~he~~ the said transferees ^{their} ~~his~~ heirs executors administrators and transferees the registered proprietor or proprietors for the time being will not at any time hereafter erect or build or cause or suffer to be erected or built on the said land hereby transferred or any part or parts thereof any building other than one detached dwelling house together with the usual outbuildings and appurtenances which dwelling house shall have a living area excluding verandahs outbuildings and appurtenances of not less than in the case of a lot having an area of less than 2,000 square metres 170 square metres and in the case of a lot having an area of more than 2,000 square metres 225 square metres and the same shall be noted and appear on every future Certificate of Title for the said land hereby transferred and every part thereof as an encumbrance affecting the same for the purpose of effecting a general building scheme affecting the whole of the numbered lots 1 to 59 inclusive.

Dated 15/10/2003 DATE

Execution and attestation

EXECUTED by MITCHELL DOREEN)
PROJECTS PTY LTD by being signed by)
LAWRENCE JAMES SELKRIG a director of)
Mitchell Doreen Projects Pty Ltd whose)
constitution permits a document to be executed)
by one director only)

.....
Signature of Director
LAWRENCE JAMES SELKRIG
Full Name of Director
47 ALLEN STREET, KILMORE VIC 3764
Usual Address of Director



DAC446737T-2-3

SIGNED by the Transferees in the presence of:

.....
DLC

Adult Witness: x

.....
DLC

AC446737T

01/11/2003 \$681

45



Approval No 475002A

T2 Page 2



THE BACK OF THIS FORM MUST NOT BE USED

YOUR REFERENCE
CONTACT John Chamberlin
DIRECT LINE [03] 9608 2122
DIRECT FACSIMILE [03] 9608 2280
MOBILE 0418 149 449
EMAIL j.chamberlin@cornwalls.com.au
OFFICE Melbourne
OUR REFERENCE JFC:49500:M:322305

Member of
ALFA International®

www.cornwalls.com.au

Level 10 114 William Street
Melbourne VIC 3000 Australia
GPO Box 1466N
Melbourne VIC 3001
DX 636 Melbourne
Telephone +61 3 9608 2000
Facsimile + 61 3 9608 2222

28 August 2003

Cornwall
STODART
LAWYERS

Registrar of Titles
570 Bourke Street
MELBOURNE VIC 3000

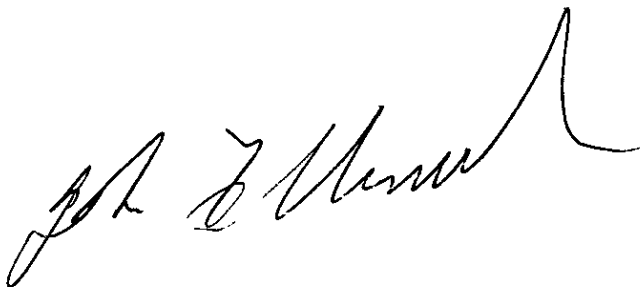
Dear Madam

MITCHELL DOREEN PROJECTS PTY LTD

We act for Mitchell Doreen Projects Pty Ltd.

The Constitution of Mitchell Doreen Projects Pty Ltd permits a Transfer of Land to be signed by one director only.

Yours faithfully



JOHN F CHAMBERLIN
CORNWALL STODART

AC446737T

01/11/2003 \$681

45



DAC446737T-3-1

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AC476535M
Number of Pages (excluding this cover sheet)	25
Document Assembled	14/10/2024 09:14

Copyright and disclaimer notice:

© 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 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

1 x Consent letter

Form 13



AC476535M



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:PJD:931395 **Customer Code:** 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

Land: ~~Volume 10732 Folios 636 to 639 (inclusive)~~ Volume 10753 Folios 311-369 (incl.)
 and Volume 10732 Folios 637-639 (incl.)

CAVEAT

Authority: Whittlesea City Council of Ferres Boulevard, South Morang

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application

Signature for the Authority: David Turnbull

Name of officer: DAVID TURNBULL

Office held: ACTING CHIEF EXECUTIVE OFFICER

Date: 6 NOVEMBER 2003

[931395/PJD/M0182833:1]



DRC476535M-1-4

17.11.2003

AC476535M

17/11/2003 \$59 173



**AGREEMENT PURSUANT TO SECTION 173 OF
THE PLANNING AND ENVIRONMENT ACT 1987**

Between:

**MITCHELL DOREEN PROJECTS PTY LTD
ACN 098 521 656**

**PATJANET NOMINEES PTY LTD ACN 055 559 044
and**

WHITTLESEA CITY COUNCIL

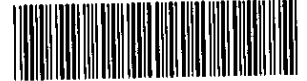
CORNWALL STODART
Level 10
114 William Street
DX 636
MELBOURNE VIC 3000
Telephone: [03] 9608 2000
Facsimile: [03] 9608 2222
Reference: JFC:49663:M:278371v6



DAC476535M-2-2

AC476535M

17/11/2003 \$59 173



**AGREEMENT PURSUANT TO SECTION 173 OF
THE PLANNING AND ENVIRONMENT ACT 1987**

THIS AGREEMENT is made the 6th day of November 2003.

BETWEEN

MITCHELL DOREEN PROJECTS ACN 098 521 656 having its office at 74 Fletcher Street, Essendon, Victoria 3040 and

PATJANET NOMINEES PTY LTD ACN 005 559 044 having its office at 823 High Street, Thornbury, Victoria 3071

("the Owner")

and

WHITTLESEA CITY COUNCIL of Ferres Boulevard, South Morang, Victoria 3752

("the Responsible Authority")

THE PARTIES AGREE:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions



DAC476535M-3-1

In this Agreement unless the context requires otherwise, the following words and expressions have the following meanings:

"Agreement" means this agreement;

"Building" has the same meaning as in the Act, and includes swimming pools and tennis courts;

"Building Envelope" means any area shown as a building envelope of the like on the Plan;

"Development Land" means the land situated at 1045 Yan Yean Road, Doreen being the land referred to in Certificates of Title Volume 10753 Folios 311 to 369 (inclusive) and Volume 10732 Folios 637 to 639 (inclusive) and any reference to the Development Land in this Agreement includes any lot created by the subdivision of the Development Land or any part of it;

"Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Development Land or any part of it;

"Owner" means Mitchell Doreen Projects Pty Ltd and Patjanet Nominees Pty Ltd and the person or persons for the time being after Mitchell Doreen Projects Pty Ltd and Patjanet Nominees Pty Ltd registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Development Land or any part of the Development Land (such as a lot) and includes a mortgagee-in-possession;

"Parties" means the Owner and the Responsible Authority, and **"Party"** means either or both of them, as the context requires;

"Plan" means the plan endorsed with the stamp of the Responsible Authority pursuant to condition 22 of the Planning Permit;

"Planning and Environment Act" means the Planning and Environment Act 1987 as amended from time to time;

"Planning Permit" means the planning permit referred to in clause 2.3 of this Agreement;

"Planning Scheme" means the Whittlesea Planning Scheme or any other planning scheme affecting the Development Land;

"Responsible Authority" means the Whittlesea City Council and any successor of it;

"Tree Protection Zone" means any area shown as a tree protection zone or the like on the Plan;

"Stage" means any stage of the subdivision of the Development Land, within the meaning of section 37 of the Subdivision Act 1998;

"Works" has the same meaning as in the Act, and includes excavation and filling.

1.2 In this Deed, unless the context requires otherwise:

- terms binding on more than one person bind them jointly and severally;
- the singular includes the plural and vice versa;
- reference to any gender includes every other gender;
- reference to any deed or other instrument includes a variation or replacement of any of them;
- reference to any statute, ordinance or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments and replacements of any of them;
- reference to a person includes a firm, corporation, company, co-operative society and other body, whether corporate or unincorporated;
- reference to a person includes a reference to the person's legal personal representatives, successors, substitutes, transfers and assigns;
- headings are inserted for convenience and do not affect interpretation;
- a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- the introductory clauses to this Agreement are and will be deemed to form part of this Agreement.



AC476535M

17/11/2003 \$59

173



- the obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the development Land provided that if the development Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

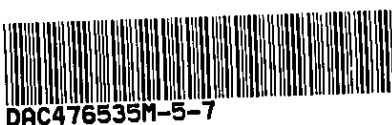
2 BACKGROUND AND INTENTION OF THE PARTIES

- 2.1** Mitchell Doreen Projects Pty Ltd is the registered proprietor of the land in Certificate of Title Volume 10732 Folios 636, 637 and 638 and Patjanet Nominees Pty Ltd is the registered proprietor of the land in Certificate of Title Volume 10732 Folio 639 which Title Volume 10732 Folio 639 is subject to a Contract of Sale between Patjanet Nominees Pty Ltd as vendor and Mitchell Doreen Projects Pty Ltd as purchaser.
- 2.2** The Responsible Authority is the responsible authority under the Planning and Environment Act pursuant to the Planning Scheme.
- 2.3** On 25 September 2002 the Responsible Authority issued Planning Permit No. 707547 allowing:
- (a) the eastern sector of the Development Land to be subdivided into 248 lots;
 - (b) the removal of native vegetation in accordance with the plans; and
 - (c) buildings and works to be undertaken in accordance with the approved Design and Development Plan.
- 2.4** Conditions 11, 23, 24, 56 and 57 of the Planning Permit require the Owner to enter into this Agreement to provide for the matters set out in each condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- 2.5** The Parties enter into this Agreement pursuant to section 173 of the Planning and Environment Act.
- 2.6** This Agreement comes into force immediately upon the execution by the Parties.

3 DEVELOPMENT OF THE DEVELOPMENT LAND

The Owner agrees that:

- 3.1 Yan Yean Road/ Mitchell's Run Intersection (Permanent Treatment) – Condition 11 in Planning Permit**
- 3.1.1** The Owner must, prior to certification of Stage 3 of the subdivision or some other time as may be agreed to by the Responsible Authority and VicRoads, downgrade the Yan Yean Road/Mitchell's Run intersection to a secondary level access point to permit left-in and left-out movements only, to the satisfaction of the Responsible Authority.
- 3.1.2** The Owner is to bear the costs for the downgrading work specified in 3.1.1.



DAC476535M-5-7

AC476535M

17/11/2003 \$59 173



3.1.3 The Owner must contribute to the cost of the permanent intersection works on Yan Yean Road as directed in writing by the Responsible Authority.

3.1.4 The permanent intersection works mean works involving the construction of a new intersection south of the intersection referred to in clause 3.1.1 at a location which is generally in the location shown on the plan attached to this Agreement and marked "b".

3.2 Building Envelope and Tree Exclusion Zone – Condition 23 in Planning Permit

3.2.1 The Owner must not build, construct or erect or cause or permit to be built constructed or erected any Building on any lot outside of a Building Envelope, except with the written consent of the Responsible Authority.

3.2.2 The Owner must fence each Tree Protection Zone during any Building or Works in the Development Land, to the satisfaction of the Responsible Authority.

3.2.3 The Owner must ensure that no Buildings or Works are constructed or carried out within any Tree Protection Zone, except with the written consent of the Responsible Authority.

3.2.4 The Owner must not remove, lop or destroy or allow to be removed, lopped or destroyed any tree shown on the Plan, except with the consent of the Responsible Authority.

3.3 Fences Adjoining Reserves – Condition 24 in Planning Permit

3.3.1 The Owner must erect all fences adjoining Council Reserves, at no cost to the Council.

3.3.2 The future maintenance and repair of all fences abutting open space or tree reserves are to be the responsibility of the Owner from time to time of each lot abutting the reserve, except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve.

4 SPECIFIC WARRANTIES

4.1 Ownership of the Development Land

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Development Land which may be affected by this Agreement.

4.2 Application of Division 2 Part 9 Planning and Environment Act

4.2.1 Without limiting the operation or effect which this Agreement otherwise has the parties to this Agreement acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act.

4.2.2 The Owner consents to and the Parties shall do all things necessary (including signing any further agreement, acknowledgment or



DRC476535M-6-5

AC476535M

17/11/2003 \$59 173



document) to enable the Responsible Authority to enter a Memorandum of this Agreement on the Certificate of Title to the Development Land in accordance with Section 181 of the Planning and Environment Act.

4.3 Costs

The Owner will on demand pay to the Responsible Authority its costs (including legal costs) of and incidental to the making of this Agreement, including any stamp duty payable on this Agreement.

5 WAIVER AND EXERCISE OF RIGHTS

5.1 Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

6 SEVERANCE

6.1 If a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down:

6.1.1 to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

6.1.2 as may be reasonable in all the circumstances to give it a legal, valid or enforceable operation of a partial character.

6.2 If it is not possible to read down a provision as required by clause 6.1, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in the document.

7 It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Development Land or relating to any use or development of the Development Land.

8 The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

9 Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Development Land, successors in title shall be required to:

(a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

(b) execute a deed agreeing to be bound by the terms of this Agreement.

10 The Owner is or is entitled to be the registered proprietor of the Development Land.

AC476535M

17/11/2003 \$59 173



DAC476535M-7-3

EXECUTED AS A DEED

EXECUTED by

on behalf of WHITTLESEA CITY
COUNCIL pursuant to the power
delegated to him by an Instrument of
Delegation dated
in the presence of:

[Signature]
Witness
A/CEO

THE COMMON SEAL of MITCHELL
DOREEN PROJECTS PTY LTD ACN
098 521 656 is affixed in the presence of
persons who are authorised under its
Constitution:

[Signature]
Signature of Director

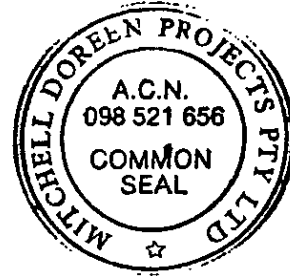
John L. Dwyer
[PRINT FULL NAME BLOCK LETTERS]

19 PARK ST. BRIGHTON VIC
[USUAL ADDRESS]

THE COMMON SEAL of PATJANET
NOMINEES PTY LTD was hereunto
affixed in accordance with its
Constitution in the presence of:

[Signature]
Signature of Director

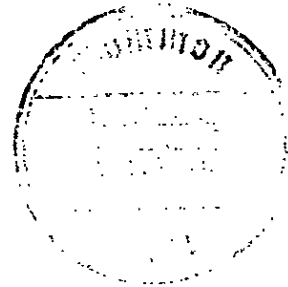
JANET PINAH MITCHELL
[PRINT FULL NAME BLOCK LETTERS]
213 NORTHAMBERLAND ROAD
KYNETON
[USUAL ADDRESS]



[Signature]
Signature of Director

LAURENCE J. SENKING
[PRINT FULL NAME BLOCK LETTERS]

47 ALLEN ST. KILMORE
[USUAL ADDRESS]

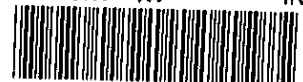


DAC476535M-8-1

AC476535M

17/11/2003 \$59

173



"A"



DAC476535M-9-0

PERMIT NUMBER: 707547



City of Whittlesea

AC476535M

17/11/2003 \$59 173



PLANNING PERMIT

WHITTLESEA PLANNING
SCHEME

ADDRESS OF THE LAND:

1045 Yan Yean Road, Doreen

THE PERMIT ALLOWS:

Staged Subdivision of the eastern sector of the land into residential allotments (248 in five stages) and removal of native vegetation in accordance with the endorsed plans, and to undertake buildings and works in accordance with the approved Design and Development Plan

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Amended Plan Required

Before the plans of subdivision can be certified, three copies of amended plans 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 be generally in accordance with the plans submitted (with the application or some other specified plans) but modified to show:

- (a) the location of roads and reserves abutting the northern boundary to be aligned with the proposed layout on the adjoining Laurimar Estate. Note that Council will require evidence that all overland drainage paths are capable of being continuous to a major waterway in accordance with the approved Development Plan and all waterway widths remain consistent across Estate boundaries.

Date issued: 25 September 2002

Signature for the
Responsible Authority:

- (b) survey details of the canopy and trunk location and size of all trees proposed to be retained noting that where these differ significantly from the current plans, Council may require the subdivision to be redesigned to properly accommodate the tree or trees.
- (c) a redesign of the subdivision layout to ensure that the existing tree adjoining Lot 236 is located off the road and that any development is clear of the tree's dripline, including service trenches.
- (c) the exact location of the scar tree on the open space reserve in Stage 4.
- (d) the provision of indented car parking on the east side of Waterway Boulevard.
- (e) the provision for car parking in and around the proposed reserves.
- (f) that there will be sufficient turning area for garbage vehicles at the end of all 'No Through' roads.
- (g) removal of cross over locations (which should be addressed in the Functional Layout Plan).
- (h) provision of a plantation reserve abutting the eastern boundary of lots adjoining Yan Yean Road.

2. Layout Not Altered

The use and/or development allowed by this permit and shown on the plans and/or schedules endorsed to accompany this permit shall not be amended for any reason without the consent of the Responsible Authority.

3. Landscape Masterplan

A detailed landscape masterplan for the entire subdivision must be prepared and approved by the Responsible Authority prior to the approval of construction plans (engineering plans). The landscape masterplan must be consistent with the approved Development Plan and show:

- (i) the landscaping theme to be developed for the subdivision;
- (ii) the type of species to be used for street tree planting in various stages of the subdivision.



Date issued: 25 September 2002

Signature for the
Responsible Authority:



4. Functional Layout Plan Requirements

A detailed functional layout plan(s) for all streets in the subdivision (or stage thereof) must be prepared and approved by the Responsible Authority prior to the submission of construction plans (engineering plans). The functional layout plan(s) must show:

- (i) the street reserve width together with typical cross sections;
- (ii) location and material type of carriageway pavement, parking bays, kerbs, footpaths, cycle paths, vehicle entrances and traffic control devices;
- (iii) location of proposed trees (based on planting of advanced trees) and other roadside landscaping;
- (iv) location of existing vegetation to be retained;
- (v) location of street furniture – lighting, seats, bus stops, telephone boxes, mail boxes etc;
- (vi) the proposed drainage network including special features (overland flow paths, stormwater drains and/or open drains);
- (vii) table of space allocation (offsets) for utility services.
- (viii) the intersection layout at Mitchell's Run and Yan Yean Road.
- (ix) relocation of crossovers for Lots 17, 46, 51, 76, 93, 145, 160, 169, 174, and 190.

5. Landscape Plans

Detailed landscape plans for individual streets and reserves must be prepared and submitted for approval by the Responsible Authority prior to the approval of construction plans (engineering plans). The landscape plans must be drawn to scale with dimensions and show all proposed landscaping, including details of any vegetation to be retained, the location of all new planting, a schedule of plant species and height at maturity and the method for maintenance. (Note: Where sufficient landscaping detail is shown on the Landscape Masterplan then individual landscape plans may not be necessary).

6. Staged Plan

Where the subdivision is to be developed in stages, a satisfactory sequential staging plan must be submitted to and approved by the Responsible Authority.



DAC476535M-11-1

Date issued: 25 September 2002

Signature for the
Responsible Authority:

7. Construction Plan – Roadworks and Drainage (Engineering Plans)

Prior to the issue of a Statement of Compliance, roadworks and drainage shall be provided in accordance with construction plans (engineering plans) and specifications to be approved by the Responsible Authority. The plans must not be approved until a Landscape Masterplan and Functional Layout Plan have been prepared and approved, individual Landscape Plans have been submitted, and the location of services have been determined to the satisfaction of the Responsible Authority. The construction plans submitted must be consistent with the Landscape Masterplan, Functional Layout Plan and individual Landscape Plans and shall include:-

- (a) full construction of streets and full underground drainage, including measures to control/capture pollutants and silt;
- (b) the provision of all services and conduits (underground) including alignments and offsets on a separate plan nominated for that purpose;
- (c) traffic control measures as approved by the Responsible Authority;
- (d) the erection of street name plates to Council's standard design;
- (e) the construction of concrete footpaths (1.5 metres wide) and shared cycle paths (2 metres wide) in locations acceptable to the Responsible Authority;
- (f) the construction of underground easement drains of sufficient capacity to serve all allotments being created to a legal point of discharge and the provision of an inlet on each such allotment;
- (g) vehicle exclusion fencing (bollards etc.) and lot boundary fencing abutting reserves;
- (h) appropriate mechanisms for protecting environmental assets during the construction phase of the subdivision in accordance with Council requirements;
- (i) permanent survey marks to the satisfaction of the Responsible Authority;
- (j) provision and construction of conduits for optical fibre telecommunications services in accordance with Clause 22.13 of the Telecommunications Conduit Policy.



Date issued: 25 September 2002

707547

Signature for the
Responsible Authority:





8. Conduits Requirement

The proposed subdivision shall be provided with a conduit for the provision of optic fibre telecommunication services. The conduit shall be designed in accordance with Clause 22.13 Telecommunications Conduit Policy of the Whittlesea Planning Scheme and Planning Guidelines for Conduits for Optic Fibre Services, 2001. The allocation of space within roadways shall be shown on the road and drainage construction plans to the satisfaction of the Responsible Authority.

9. As Constructed Plans

During the maintenance period for civil works, the permit holder is required to lodge the following with of the Responsible Authority:

- (a) a complete set of "as constructed plans" (including landscape plans) in a hard copy transparency and digital file format in Autocad (2000) or format to the satisfaction of the Responsible Authority.
- (b) asset information in digital format to the satisfaction of the Responsible Authority;

10. Yan Yean Road / Mitchell's Run Intersection (Interim Treatment)

- (a) Prior to the certification of any subdivision stage plan, functional layout plans shall be prepared to the satisfaction of the Responsible Authority showing access arrangements between the site and the prevailing unduplicated Yan Yean Road layout, with turning and passing lanes.
- (b) Works at the intersection of Yan Yean Road and Mitchell's Run shall include a left-turn deceleration lane with a taper at the southern approach and a right-turn lane for the northern approach in Yan Yean Road. The design and construction of the turn lanes and all mitigating works, including overhead lighting, sealed shoulders and linemarking shall be to the satisfaction of the Responsible Authority.

11. Yan Yean Road / Mitchell's Run Intersection (Permanent Treatment)

Prior to the issue of the Statement of Compliance for Stage 1 of this subdivision, a Section 173 Agreement pursuant to the Planning and Environment Act 1987 shall be entered into with the Responsible Authority to the effect that:

- Prior to certification of Stage 3 of the subdivision or some other time as may be agreed to by the Responsible Authority and VicRoads, the Yan Yean Road/Mitchell's intersection shall be downgraded to a secondary level access point to permit left-in and left-out movements only, to the satisfaction of the Responsible Authority.
- The cost for the above downgrading works shall be born by the developer.

Date issued: 25 September 2002

Signature for the
Responsible Authority:

- The developer is required to contribute to the cost of the permanent intersection works on Yan Yean Road as directed in writing by the Responsible Authority.

A memorandum of the Agreement is to be entered on title and the cost of the preparation and execution of the Agreement and entry of the memorandum on title is to be paid by the owner.

12. Stormwater Drainage

Any stormwater drain and ancillary works, required as a condition of a Melbourne Water Drainage Scheme, that is designated to become the responsibility of the City of Whittlesea for ongoing maintenance shall be designed and constructed to the satisfaction of the Responsible Authority.

13. Notification of commencement of Street tree planting and landscaping works and Engineering Works

- The developer must notify Council's Parks and Gardens Department a minimum of seven days prior to commencing street tree planting and landscaping so that surveillance of the works can be undertaken.
- Prior to the commencement of any works, including services required by other authorities, a Site Management Plan, covering Occupational Health and Safety, Traffic Management and Environmental controls must be submitted to Council's Technical Services Department a minimum of five days prior to the holding of a pre-commencement meeting on the site of the works.

Works will only be permitted to commence after the following:

- Approval of the Site Management Plan by the Responsible Authority.
- The conduct of a pre-commencement meeting attended by authorised representatives of the construction contractor and project superintendent as appointed by the developer.
- Completion to the satisfaction of the Responsible Authority all environmental protection measures identified in the approved Site Management Plan as prerequisites for the commencement of any works.



DAC476535M-14-1

AC476535M

17/11/2003 \$59

173



Date issued: 25 September 2002

Signature for the
Responsible Authority:



14 Completion of Street Tree Planting, landscaping and other works

Street tree planting, landscaping and other works shown on the endorsed functional layout plan, construction plan and landscape plan must be completed to the satisfaction of Council prior to the issue of a Statement of Compliance. The timing for completion of these works may only be altered with the written agreement of Council.

15. Maintenance Period – Street trees and landscaping works

- (i) Prior to commencement of works hereby permitted, there shall be lodged with the Council an amount equivalent to 150% of the cost of the proposed works as security deposit for the satisfactory completion and maintenance of street tree planting and landscaping works required.
- (ii) Upon completion of the street tree planting and landscaping works the developer must notify Council's Parks and Gardens Department to undertake an inspection. If the works have been completed to the satisfaction of the Parks and Gardens Department, Council will refund up to 80% of the security bond.
- (iii) Upon the maintenance of the street tree planting and landscaping works for a period of two full summers from the Issue of a Statement of Compliance the developer must notify Council's Parks and Gardens Department to undertake an inspection. If the works have been maintained to the satisfaction of the Parks and Gardens Department Council will refund the balance of the security bond.
- (iv) In the event that the street tree planting and landscaping works are not completed or maintained to the satisfaction of Council then Council may complete and/or maintain the works and deduct the cost thereof (including supervision) from any security bond lodged pursuant to this permit.

16. Embellishment of Open Space

Prior to the issue of a Statement of Compliance the areas proposed to be developed for open space shall be embellished with the following works to the satisfaction of Council:

- (i) Removal of all existing disused structures, foundations, pipelines or stockpiles.
- (ii) Supply of sufficient top soil and sub soil and spread if required on the proposed areas of open space to provide a stable, free drainage surface and hydroseeding.
- (iii) Provision of bollards to proposed open space areas.
- (iv) Water tapping to open space sites, if required.

Date issued: 25 September 2002

Signature for the
Responsible Authority:

AC476535M

17/11/2003 \$59 173





DAC476535M-16-9

AC476535M

17/11/2003 \$59

173



(v) Provision of suitable fencing.

17. Design and Development Plan Requirements

Prior to commencement of construction of the relevant stage plan, a Design and Development Plan must be approved by the Responsible Authority. The plan may include a written report or plans or a combination thereof and must address the design objectives and requirements regarding the following elements:

- building setbacks;
- building height;
- maximum site coverage;
- building envelopes;
- external materials and finishes;
- methods for the protection of native vegetation where appropriate.

18. Detached House Requirements

The development of each lot for a detached house must be in accordance with the 'design and development plan' approved in accordance with Condition No. 17 of this permit unless a further permit is issued by the Responsible Authority.

19. Purchaser to be notified of Design and Development Plan

The developer of this subdivision must provide all purchasers of lots within the subdivision with the following:

- a copy of the 'Design and Development Plan' approved in accordance with condition No. 17 of this permit;
- notification in writing that the development of each lot for a detached house must be in accordance with the 'Design and Development Plan'.

20. Mitchell's Run Architect

Prior to certification of the subdivision (or any stage thereof), the permit holder must provide to the Responsible Authority for approval, the name and details of the Architect who will review and approve all plans for development on lots in accordance with the approved Design and Development Plan. Any change in Architect during the development of the subdivision must also be approved by the Responsible Authority.

21. Native vegetation removal

No native vegetation shall be destroyed, felled, lopped, ring barked or uprooted, without the consent of the Responsible Authority.

Date issued: 25 September 2002

Signature for the
Responsible Authority:



DAC476535M-17-2

9

AC476535M

17/11/2003 \$59

173



22. Tree Protection Mechanisms (Plan)

Prior to certification of this subdivision, a plan which shows separate tree exclusion zones (tree envelopes) and building envelopes must be submitted to and approved by the Responsible Authority. The plan must include:

- Separate tree exclusion and building envelopes on private lots which have a tree or trees or are affected by the canopy of a tree marked for protection on the approved Development Plan.
- A tree exclusion zone for individual trees and clusters of trees to be retained within open space and/or road reserves.

The tree exclusion zone must be constructed and administered according to requirements specified in the material which forms an attachment to this permit.

A copy of the tree exclusion zone are to be included in any contract for the construction of the estate or for any other works which may impact upon the trees.

23. Building Envelope and Tree Exclusion Zone (S173 Agreement)

Prior to certification of this subdivision, the land owner must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 to the effect that:

- (a) Any dwelling and associated buildings and development be contained within the approved building envelope, unless written consent is obtained from the Responsible Authority to build outside the envelope.
- (b) During the construction stage of the subdivision, the tree exclusion zones are to be fenced and treated in accordance with the attached document.
- (c) No buildings are to be constructed or development occur within the tree exclusion zone.
- (d) No trees shown for retention on the endorsed plan shall be removed, lopped or destroyed, without the written consent of the Responsible Authority.

The costs for preparation and execution of the Agreement shall be borne by the permit holder.

24. Fences adjoining Reserves

- All fences adjoining Council Reserves are to be erected by the developer at no cost to Council.
- Prior to the issue of the Statement of Compliance, the developer must enter into an agreement pursuant to Section 173 of the Planning and Environment Act, which requires the future maintenance and repair of all fences abutting

Date issued: 25 September 2002

Signature for the
Responsible Authority:



DAC476535M-18-6

open space or tree reserves to be the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve).

25. Removal of Topsoil

No topsoil must be removed from any land covered by this subdivision, without the written consent of the Responsible Authority.

26. Street Lighting

Prior to the issue of the Statement of Compliance, the developer must provide street lights for all streets in the subdivision (with underground cabling), to the satisfaction of Council and TXU.

27. Development Contributions

Prior to the issue of the Statement of Compliance for this subdivision or any stage of this subdivision, the permit holder must pay the Council a sum of money as the Development Contributions in accordance with the Mernda Local Structure Plan Part 1 and/or any existing infrastructure agreement.

Melbourne Water Conditions

28. Prior to the Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
29. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.
30. Prior to certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
31. Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlines within Appendix G of Melbourne Water's Land Development Manual.
32. All lots must have a minimum freeboard of 300mm above the 1 in 100 year flood level.
33. All lots adjacent to the open water course to the west of Stage 5 must have a minimum of 600mm freeboard above the 1 in 100 year flood level.

Date issued: 25 September 2002

Signature for the
Responsible Authority:

AC476535M

17/11/2003 \$59

173





DAC476535M-19-0

34. At least 14 days prior to the construction of subdivision works a Site Management Plan, detailing pollution and sediment control measures, must be submitted to Melbourne Water.
35. Prior to consent to the issuing of a Statement of Compliance for subdivision works, a certified survey plan must be submitted to Melbourne Water demonstrating that Melbourne Water's conditions have been met.
36. Prior to commencement of subdivision works, separate application, direct to Melbourne Water, must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses. Prior to accepting an application, evidence must be provided demonstrating that Council considers that it is feasible to connect to the local drainage system.

Contact George Tsemtsidis on telephone 9235 7298 for Melbourne Water's connection requirements, including payment of appropriate fees.

37. Engineering Plans of the subdivision (A1 size) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.
38. Temporary sediment and litter control measures must be constructed and maintained until 95% of lots are developed.

Yarra Valley Water Conditions

39. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply services that benefit the property.
40. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage services that benefit the property.

TXU Conditions

41. Prior to the issue of the Statement of Compliance the applicant must:
 - (i) Enter into an agreement with TXU for supply of electricity to each lot on the endorsed plan.
 - (ii) Enter into an agreement with TXU for the rearrangement of the existing electricity supply system.
 - (iii) Obtain for the use of TXU any other easement required to service the lots.
 - (iv) Set aside on the plan of subdivision Reserves for the use of TXU for electricity substations if required.

AC476535M

17/11/2003 \$59 173



Date issued: 25 September 2002

Signature for the
Responsible Authority: _____



DAC476535M-20-5

42. Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.
43. Prospective purchasers of lots on this plan should contact TXU to determine the availability of a supply of electricity. Financial contributions may be required.

Telstra Conditions

44. Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for provision of Telecommunication Services to each lot created in the subdivision.
45. Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
46. The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

(Note: Following an application to Telstra for provision of cable reticulation the owner will be advised of the details of easements and/or RCM/RIM sites which will be required by Telstra).

47. The plan of subdivision submitted for certification must be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.

Country Fire Authority Conditions

48. Access.
 - There must be four metres height clearance above all roads to allow fire vehicle access.
 - The minimum width of the trafficable road must be six metres.
 - Adequate provision for turning of fire brigade vehicles must be provided in dead end roads and cul de sacs by:
 - The court bowl must have a minimum trafficable area of 10 metre radius;
 - A "T" head or "Y" head must be provided for a minimum formed road surface of each leg being at least 8 metres length measured from the centre point of the head, and 4 metres trafficable width.
 - Bridges and culverts must comply with the Australian Bridge Design Code 1996 (Austroads), and live load shall be SM1600 Traffic Design Loading.
 - Road structures should have a minimum load limit of 15 tonnes.
49. Water Supply

- Fire hydrants must be supplied to the satisfaction of the CFA. The hydrants must be located within 120 metres of every building envelope with the spacing between hydrants being a maximum of 200 metres.

Date issued: 25 September 2002

Signature for the
Responsible Authority: _____

AC476535M

17/11/2003 \$59

173





0AC476535M-21-9

- Fire hydrants must be clearly identified in accordance with the Fire Service Guideline – Identification of Street Hydrants for Fire Fighting Purposes.

50. Protective Features

- Areas of Public Open Space must be managed in a minimum fuel condition, during the fire danger period.

VicRoads Conditions

51. Prior to certification of the plan of subdivision:

- The subdivisional road at its intersection with Yan Yean Road shall meet Safe Intersection Site Distances (SISD) as described on pages 24 and 25 of the AustRoads' publication "Guide to Traffic Engineering Practice, Intersections at grade".

52. Prior to certification of the subdivision, the subdivisional road at its intersection with Yan Yean Road shall be designed to the satisfaction of the Responsible Authority and shall include:

- Type "B" intersection treatment must be provided at the entrance to the proposed development. This treatment must be designed in accordance with AustRoads publication "Guide to Traffic Engineering Practice, Intersections at grade" as shown on Fig 5.21.
- A left turn deceleration lane must be provided on the approach to the access. The deceleration lane shall be designed in accordance with AustRoads publication "Guide to Traffic Engineering Practice, Intersections at grade".

53. Prior to a Statement of Compliance being issued:

- The intersection must be constructed and sealed generally in accordance with AustRoads' guidelines as shown in Fig. 5.16 (desirable treatment) on Page 37 of the AustRoads publication "Guide to Traffic Engineering Practice, Intersections at grade".
- Pavement works associated with any road widening are to be to the satisfaction of the Responsible Authority.

54. All linemarking shall be to the satisfaction of the Responsible Authority.

55. Work site traffic management practices must be in accordance with the Australian Standard AS 1742.3 – 1996 "Manual of uniform traffic control devices – Part 3: Traffic control devices for works on roads.

AC476535M

17/11/2003 \$59 173



Date issued: 25 September 2002

Signature for the
Responsible Authority:



DAC476535M-22-2

56. The developer shall enter into a Section 173 Agreement under the Planning and Environment Act with respect to the future form of the Yan Yean Road/Mitchell's Run intersection.
57. The Section 173 Agreement shall specify that the developer will design and construct a suitable intersection treatment to the satisfaction of the Responsible Authority at the intersection of Yan Yean Road/Mitchell's Run prior to the certification of Stage 3 of the development. The Agreement shall also specify the conditions under which alternative intersection treatments will be required.
58. All mitigating and access works are to be completed and at no cost to the Responsible Authority.

Department of Natural Resources and Environment conditions

59. That the project provide details on POS layout and design that includes the protection of existing Red Gum trees prior to approval by Council.
60. Any trees not conserved in POS should be protected within the planning process by the adoption of building envelopes on larger lot sizes, which provide appropriate setbacks to ensure perpetuity of the trees over the long-term. Building envelopes should be designed to avoid any risk associated with tree retention and regeneration capabilities.

NOTES:

Time Limit Note

In accordance with the Planning and Environment Act 1987 a permit for development which requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 expires if:

- (a) the plan is not certified within two years of the issue of the permit; or
- (b) the development or any stage is not completed within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.

Before the permit expires or within three months afterwards, the owner or the occupier of the land to which it applies may ask the Responsible Authority for an extension of time. The Responsible Authority may extend the time within which the development or any stage of it is to be started or the development or any stage of it is to be completed or within which a plan under the Subdivision Act 1988 is to be certified.

AC476535M

17/11/2003 \$59 173



Date issued: 25 September 2002

Signature for the
Responsible Authority:

Melbourne Water Note

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact David Balshaw on telephone 9235 2238, quoting Melbourne Water's reference 74977.

Melbourne Water understands that Water Sensitive Urban Design (WSUD) is being considered as part of this estate. Melbourne Water fully supports of WSUD in new subdivisions and would be happy to discuss further, the options for WSUD as part of this development.

The 'Best Practice Environmental Management Guidelines for Urban Stormwater' (The Stormwater Committee 1999) may be used as a guide when developing site controls to minimise sediment laden runoff and stormwater pollution during construction. Section 6.3 'Construction Activity' of these guidelines provides a useful checklist to develop site management plan.



DAC476535M-23-6

AC476535M

17/11/2003 \$59 173



Date issued: 25 September 2002

Signature for the
Responsible Authority:

A handwritten signature in black ink, written over a horizontal line.

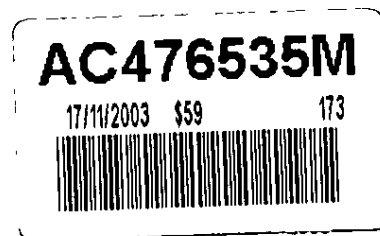
YOUR REFERENCE

CONTACT John Chamberlin
DIRECT LINE [03] 9608 2122
DIRECT FACSIMILE [03] 9608 2280
MOBILE 0418 149 449
EMAIL j.chamberlin@cornwalls.com.au
OFFICE Melbourne
OUR REFERENCE JFC:49663:M:332811

Member of

ALFA International®

www.cornwalls.com.au



Facsimile + 61 3 9608 2222

11 November 2003

Cornwall
STODART
LAWYERS

The Registrar of Titles
Office of Titles
Marland House
570 Bourke Street
MELBOURNE VIC 3000

Dear Sirs

SECTION 173 AGREEMENT
MITCHELL DOREEN PROJECTS PTY LTD, PATJANET NOMINEES PTY LTD &
WHITTLESEA CITY COUNCIL

We consent to the urgent registration of the Section 173 Agreement on Certificates of Title Volume 10753 Folios 311 to 369 (inclusive) and Volume 10732 Folio 637 to 639 (inclusive) prior to the registration of Plans of Subdivision PS506695Q and PS506696M.

Cornwall Stodart

.....
CORNWALL STODART
Current Legal Practitioners



DAC476535M-25-3

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 16 October 2024 11:15 AM

PROPERTY DETAILS

Address: **1 MITCHELLS RUN DOREEN 3754**
Lot and Plan Number: **Lot 34 PS506695**
Standard Parcel Identifier (SPI): **34\PS506695**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **536540**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 391 H8**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

OTHER

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

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

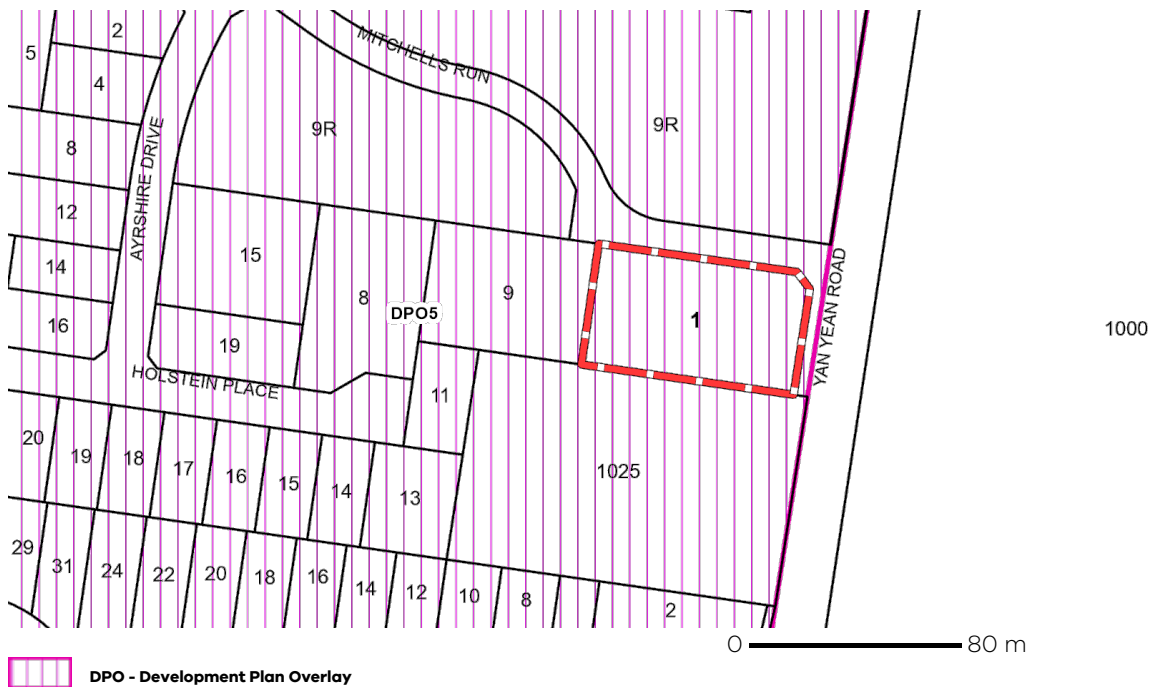


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

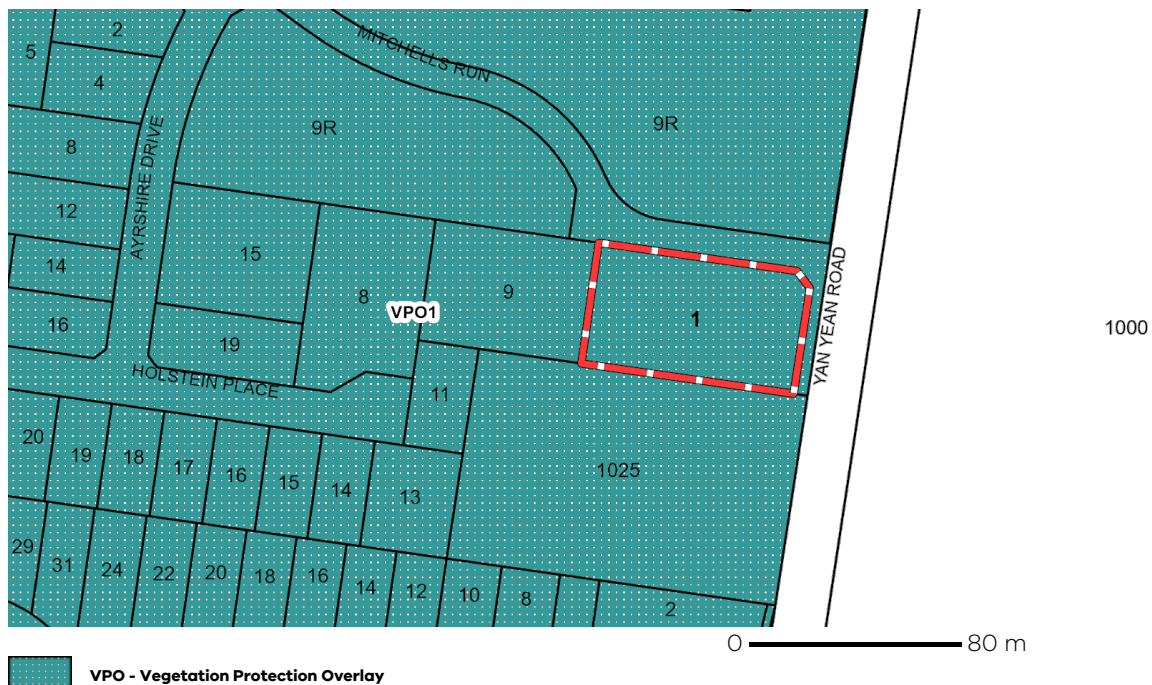
DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



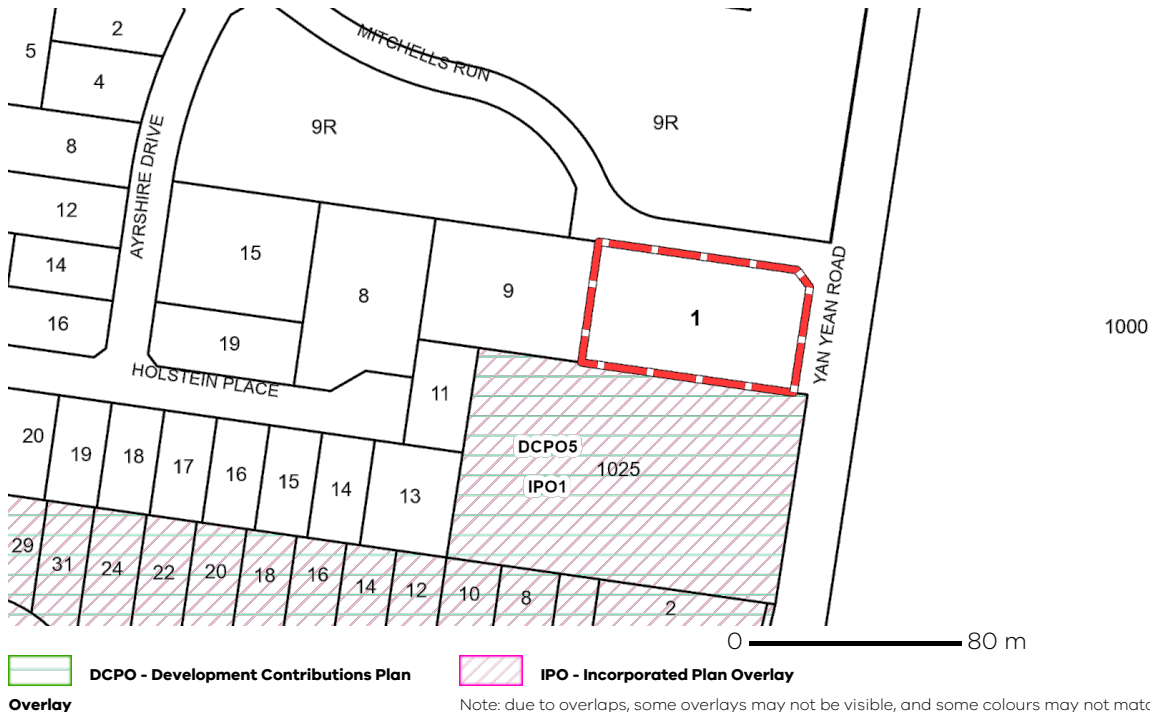
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[INCORPORATED PLAN OVERLAY \(IPO\)](#)



Further Planning Information

Planning scheme data last updated on 7 October 2024.

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

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

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

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

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

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

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

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 16 October 2024 11:15 AM

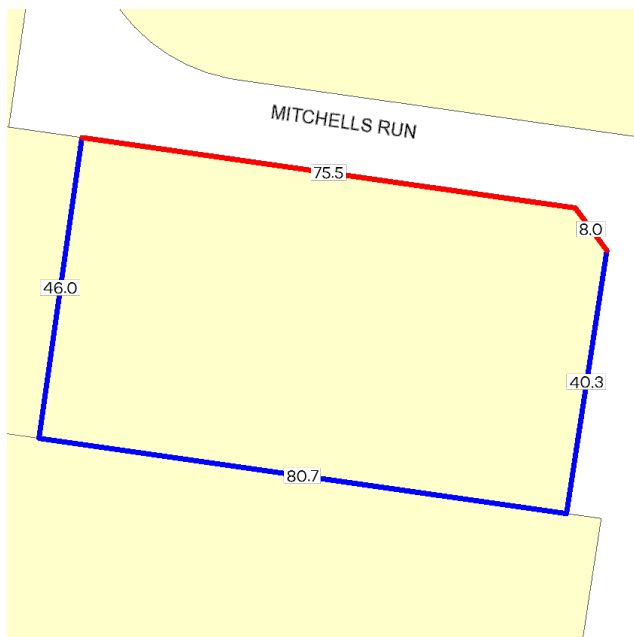
PROPERTY DETAILS

Address: **1 MITCHELLS RUN DOREEN 3754**
Lot and Plan Number: **Lot 34 PS506695**
Standard Parcel Identifier (SPI): **34\PS506695**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **536540**
Directory Reference: **Melway 391 H8**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 3706 sq. m

Perimeter: 250 m

For this property:

— Site boundaries

— Road frontages

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

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

PLANNING INFORMATION

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

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

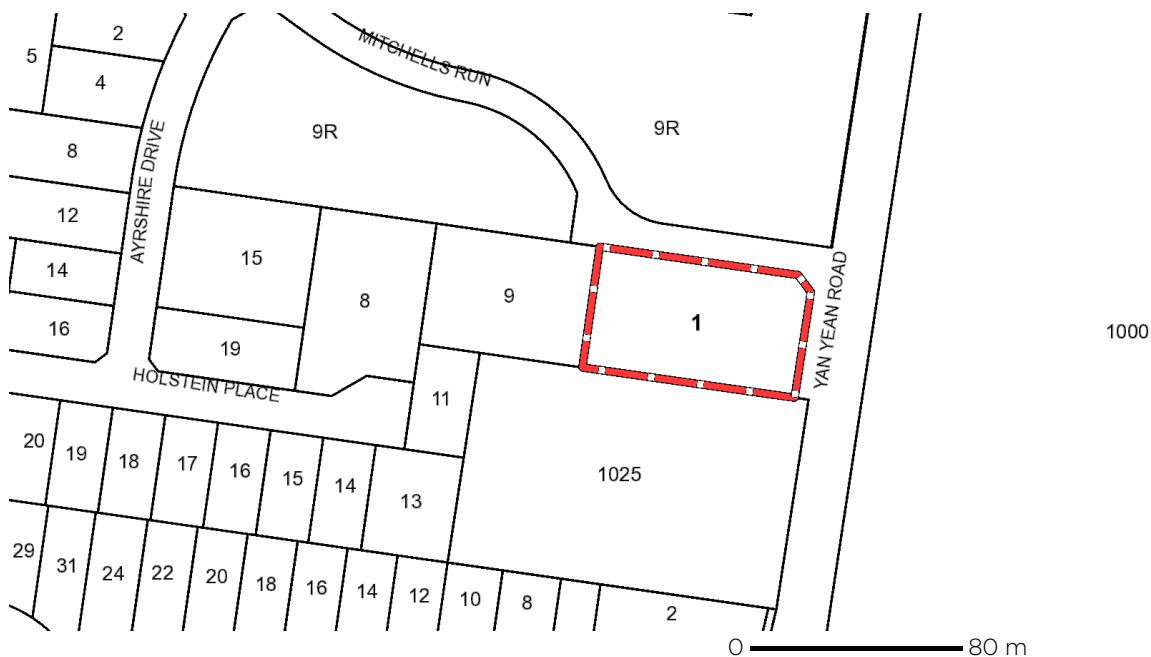
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



Selected Property

FORM 1
APPLICATION FOR A BUILDING PERMIT
Building Act 1993
Building Regulations 2018
Regulation 24



Vic Permits
BUILDING SURVEYORS

BUILDING PERMIT
BUILDING ACT 1993 BUILDING REGULATIONS 2018
THIS DOCUMENT IS TO BE READ IN CONJUNCTION
WITH BUILDING PERMIT NUMBER:
5808014801512

To Registered Building Surveyor
Vic Permits Building Surveyors

From (Serving of Documents)

Owner/Agent of Owner _____
ACN/ARBN (if applicable) _____
Postal Address and Post Code _____
Applicant Lessee/Licensee of Crown Land **YES ☐ / NO ☐ – If Yes, advise:** _____
Contact Person _____
Contact Person Telephone _____
Email Address _____

Lessee Responsible for Building Work

Indicate if a lessee of the building, of which parts are leased by different persons, is responsible for the alterations to a part of the building leased by the lessee **YES ☐ / NO ☐**

Ownership Details (if applicant is agent of owner)

Name of All Owner(s) _____
ACN/ARBN (if applicable) _____
Postal Address and Post Code _____
Contact Person _____
Contact Person Telephone _____
Email Address _____

Property/Project Details (include title details as and if applicable)

Project Description _____
Postal Address and Post Code _____
Lot/s _____ LP/PS _____ Volume _____ Folio _____
Crown Allotment _____ Section _____ Parish _____ County _____
Municipal District (Council) _____

Allotment Area _____ m² (for new dwellings only)
Land Owned by Crown or Public Authority **YES ☐ / NO ☐**

Builder

Name _____ Diamond Property Developments Pty Ltd
ACN/ARBN (if applicable) _____ 069 359 842
Building Practitioner Reg No. _____ CDB-U 53823
Postal Address and Post Code _____ PO BOX 1124 RESEARCH VIC, 3095
Contact Person Telephone _____ 0405 534 114
Email Address _____ colin@diamondpd.com.au

If the builder is carrying out domestic building work under a major domestic building contract, attach an extract of the major domestic building contract showing the names of the parties to the contract in relation to the proposed building work and a copy of the certificate of insurance (if applicable).

Natural Person for Service of Directions, Notices and Orders (if builder is a body corporate/company)

Name (Director of Company) _____ Colin Belmore
Postal Address and Post Code _____ PO BOX 1124 RESEARCH VIC, 3095
Contact Person Telephone _____ 0405 534 114

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

List any building practitioner or architect engaged to prepare documents forming part of the application for this permit.

Name	Category/Class	Registration No.
	Draftsperson – Building Design (Architectural)	
	Architect	
	Engineer – Civil	
	Engineer – Fire Safety	

Nature of Building Work

Construction of a new building	☐	Change of use of an existing building	☐
Alterations to an existing building	☐	Re-Erection of a building	☐
Demolition of a building	☐	Construction of swimming pool or spa	☐
Removal of a building	☐	Construction of swimming pool or spa barrier	☐
Extension to an existing building	☐	Other (provide description)	☐

Social Housing

Does any of the building work include construction of social housing as referred to in Regulation 281B? YES ☐ / NO ☐

Indicate **Yes** if the building work, which is the subject of this application, includes the construction of social housing or if other building work, which is the subject of a related staged building permit, includes the construction of social housing.

Proposed use of building _____

Has another Building Surveyor been appointed to this project? YES ☐ / NO ☐

Owner Builder

I intend to carry out the work as an owner builder YES ☐ / NO ☐

Owner builder certificate of consent number (if applicable) OB _____

Cost of Building Work

Is there a contract for the building work? YES ☒ / NO ☐

If **yes**, state contract price (including GST) \$ 47,868.74

If **no**, state estimated cost (labour & materials) and attach details of the method of estimation \$ _____

Does the building work relate to more than one class of building, including a class of building referred to in section 205G(2A) of the Building Act 1993 and a class 1, 9 or 10 building? YES / NO ☐

Tick **yes** if this includes a proposed residential dwelling (class 1) and garage (class 10)

If **yes**, provide the cost of the building work that relates to the class or classes referred to in section 205G(2A) of the Building Act 1993 and the cost of the building work that relates to a class 1, 9 or 10 building:

Cost of building work relating to a class 2-8 building \$ _____

Cost of building work relating to a class 1, 9 or 10 building (e.g. residential dwelling and garage) \$ 47,868.74

Stage of Building Work (if application is to permit a stage of the building work)

Extent of stage _____

Cost of work for this stage (including GST) \$ _____

Cost of work for the whole of the building work (including GST) \$ _____

Signature

Signature of Applicant _____ Date: _____

COMPLETE DOCUMENT IN FULL. INCOMPLETE FORMS WILL BE RETURNED

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

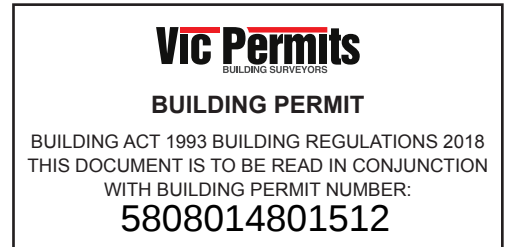
Page 1 of 1

VOLUME 10753 FOLIO 344

Security no : 124101134453A
Produced 13/10/2022 12:17 PM

LAND DESCRIPTION

Lot 34 on Plan of Subdivision 506695Q.
PARENT TITLE Volume 10732 Folio 636
Created by instrument PS506695Q 26/09/2003



REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CHRISTOPHER ROBERT MARIES
JENNIFER MARGARET MARIES both of 1 MITCHELLS RUN DOREEN VIC 3754
AD610483C 11/05/2005

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AD610484A 11/05/2005
WESTPAC BANKING CORPORATION

COVENANT AC446737T 01/11/2003

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

AGREEMENT Section 173 Planning and Environment Act 1987
AC476535M 17/11/2003

DIAGRAM LOCATION

SEE PS506695Q 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: 1 MITCHELLS RUN DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END

Imaged Document Cover Sheet

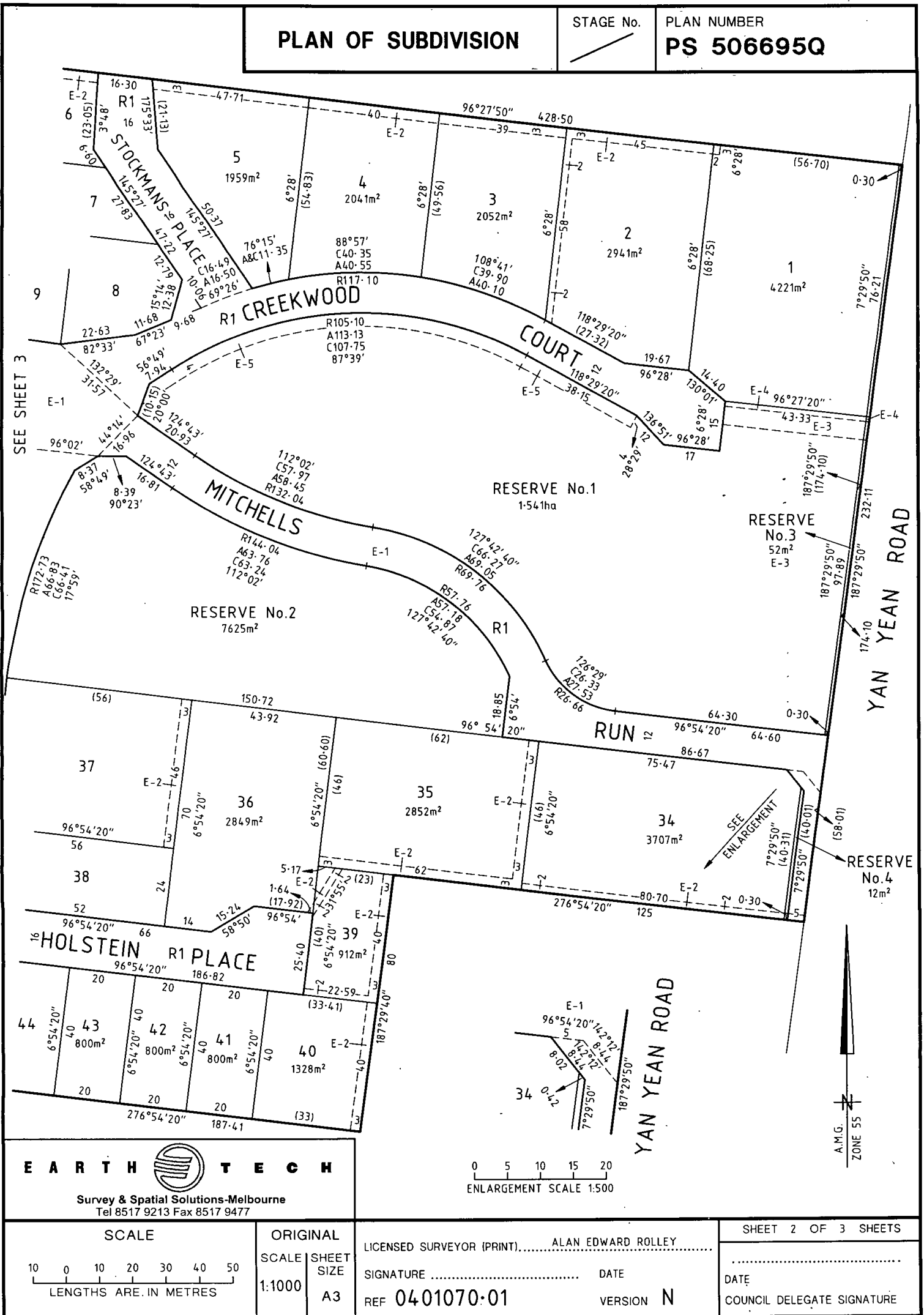
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS506695Q
Number of Pages (excluding this cover sheet)	3
Document Assembled	13/10/2022 12:19

Copyright and disclaimer notice:

© 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 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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



EARTH TECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE

10 0 10 20 30 40 50
LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:1000 A3

LICENSED SURVEYOR (PRINT).....ALAN EDWARD ROLLEY

SIGNATURE DATE

REF 0401070:01

VERSION N

SHEET 2 OF 3 SHEETS

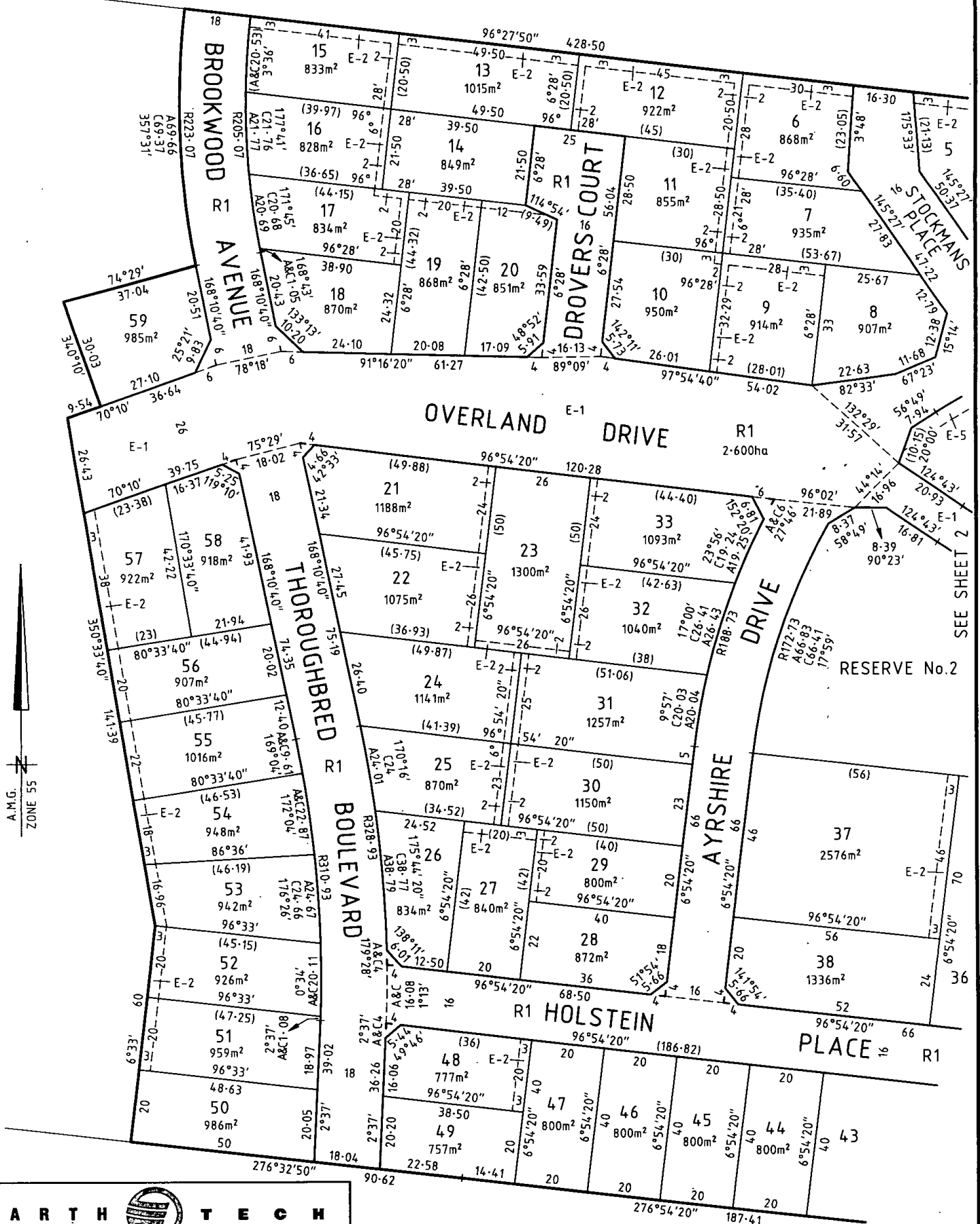
DATE
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

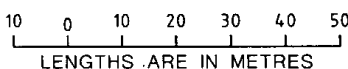
PS 506695Q



EARTH TECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE



ORIGINAL

SCALE SHEET
1:1000 SIZE
A3

LICENSED SURVEYOR (PRINT)..... ALAN EDWARD ROLLEY

SIGNATURE DATE

REF 0401070-01

VERSION N

SHEET 3 OF 3 SHEETS

DATE
COUNCIL DELEGATE SIGNATURE

Minor Works

MAJOR DOMESTIC BUILDING CONTRACT

Where the contract price is between \$10,000 to \$50,000

MW - 2 (2019)

(MUST BE COMPLETED IN ENGLISH)

Between

Diamond Property Developments Pty Ltd

(Builder)

-and-

Christopher Robert Maries

Jennifer Margaret Maries

(Owner)

Builder's Copy/Owner's Copy—

(Delete as Applicable)

(Both the **Builder** and the **Owner** should retain a fully executed copy of this Contract)

Builder's Job No. 1266

Prepared in accordance with the Domestic Building Contracts Act 1995

SECTION B – APPENDIX

ITEM 1 OWNER

Name(s):	Christopher Robert Maries	Jennifer Margaret Maries
ABN (if applicable):		ACN (if applicable):
Address:	1 Mitchells Run Doreen VIC, 3754	
Telephone No.:	(H): 0417 502 288	(B):
	(Fax):	(Mbl):
Email:	chrismaries@aim.com	

ITEM 2 BUILDER

Name(s): Diamond Property Developments Pty Ltd

ABN (if applicable):	26 069 359 842	ACN (if applicable):	069 359 842
Address:	PO Box 1124 RESEARCH VIC, 3095		
Telephone No.:	(H)	(B)	03 9357 5997
	(Fax) 03 9357 5998	(Mbl)	0405 534 114
Registered Building Practitioner No.:	CDB-U 53823		
MBAV Membership No.:	229914		
Email:	colin@diamondpd.com.au		

ITEM 3 WARRANTY INSURANCE

Domestic Building Insurance Policy Type:	Job Specific
Policy No.(if known):	C754036
	VMIA
Name and Address of insurer: (if not known, to be provided pursuant to Clause 4.4):	Level 3, 332 Albert Street East Melbourne VIC 3002

¹ Please obtain legal advice to determine whether or not this particular work is exempt from this requirement. Members of Master Builders may obtain this advice, free of charge, from the Legal Department of the Association.

ITEM 4 LAND ON WHICH THE WORKS WILL BE PERFORMED

Land Address: 1 Mitchells Run
Doreen VIC, 3754

Lot No. 34 Volume No. 10732 Folio No. 636

Name(s) of registered Land owner(s): Christopher Robert Maries and Jennifer Margaret Maries

Lending Authority (if applicable):

ITEM 5 DESCRIPTION OF MAJOR DOMESTIC BUILDING WORK (i.e valued in excess of \$10,000)

Description: Bathroom Renovation as per plans

ITEM 6 SPECIFICATIONS (Note: Each party should sign each page of the Specifications)

Description: Tender Specification 01
54 Pages
30-8-2022
Architecture and Access
Maries Robert, Christopher-1 Mitchells Run, Doreen for Worksafe

ITEM 7 PLANS (Note: Each party should sign each page of the Plans)

Description: Plans Issued for Construction dated 5-12-2022
Project number 14662
Drawing numbers
A00, A01, A02, A03, A04, A05, A06, A07, A08, A09 all Revision C1
DD02 Revision P1, and a second plan DD02 Revision P1

ITEM 8 DETAILS OF OTHER DOCUMENTATION (Note: Each party should sign each page of the other documents)

Description(eg. engineer computations): Register Search Statement and plan of subdivision 5 pages
Architecture and Access Schedules Dated 30-8-2022 5 pages
Tender Form Dated 16th of September 2022
Diamond Property Developments Pty Ltd Tender no. 1266 dated 16-9-2022 1 page
Notice of Acceptance Letter From Architecture and Access dated 5-12-2022 3 pages

ITEM 9 CONSTRUCTION PERIOD (Note: The Builder should not commence the Works before the Cooling Off Period expires or before receiving a current Building Permit (and, if applicable, Planning Permit) relating to the Works.)

9.1 Anticipated Commencement Date (Clause 7.1) 1-2-2023 (optional)

Note: A starting date should only be specified if all permits have been obtained and issued prior to the date of the **Contract** and all other items listed in Clause 7.1(ii) have been or are expected to be received by the **Builder** prior to the anticipated **Commencement Date**. If no date is specified above, then the **Commencement Date** shall be determined under clause 7.1

OR as otherwise determined under Clause 7.1 of this **Contract**.

9.2 **Construction Period** - The **Builder** has made the following reasonable allowances:

CONSTRUCTION PERIOD		CALENDAR DAYS
A.	Delay as a result of inclement weather and Delay subsequently caused by the effect of inclement weather	3 Days
B.	Saturdays, Sundays, Public Holidays, Rostered Days Off and Other Foreseeable Breaks in the continuity of the Works	17 Days
C.	1. Delay that is reasonable having regard to the nature of the Contract OR 2. It is not possible to adequately estimate and allow for delays likely to be caused by the nature of this Contract , but the Builder reasonably anticipates that a likely cause of delay will be: (state cause or causes of likely delay) (C1 or C2 to be deleted)	0 Days
D.	Allowance for actual construction period not including delay Days	30 Days
E.	<u>TOTAL</u> CONSTRUCTION PERIOD INCLUDING DELAY DAYS (add A to D above)	50 Days

9.3 **Detailed description of any non domestic building work to be carried out under this Contract (if any);**

Description:

Amount **Builder** is to receive for non-domestic building work including GST \$ 0.00 (in figures)

ITEM 10	THE CONTRACT PRICE
10.1	The Contract Price <u>includes GST</u> and is Forty-Seven Thousand, Eight Hundred and Sixty-Eight Dollars and Seventy-Four Cents (refer to Clause 10.1) \$ 47,868.74 (in figures)

WARNING: Changes to the Price

The Price of this **Contract** is not fixed, but may be altered as a result of:

- the actual cost of **Prime Cost Items** and work for which **Provisional Sums** have been specified exceeding the estimates set out in the Contract [Refer Clause 8]
- variations [Refer Clauses 11 and 12]
- interest on overdue payments [Refer Clause 10.5]
- the Builder being required to obtain the **Foundations Data** [Refer Clause 13.1]
- any additional amounts payable for excavations or footings [Refer Clause 13]
- any order made by VCAT or other Court or Tribunal of competent jurisdiction
- GST [Refer Clause 24]

SECTION E - INSTRUMENT OF AGREEMENT

Signing Page

The **Builder** and the **Owner** agree that the **Builder** will carry out and complete the **Works** and the **Owner** will pay the **Contract Price** to the **Builder** in accordance with the terms and conditions of this **Contract**.

BUILDER

Signed by or for
and on behalf of
the **Builder**:

Diamond Property Developments Pty Ltd

COLIN BELMORE

(Name)

(Name)



(Signature)

(Signature)

OWNER

Signed by or for
and on behalf of
the **Owner(s)**:

Jenny

(Name)

Marries

(Name)



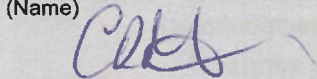
(Signature)

(Signature)

CHRIS MARKS

(Name)

(Name)



(Signature)

(Signature)

DATE

Dated this 13th day of DECEMBER 2022

Domestic Building Insurance

Certificate of Insurance

Christopher & Jennifer Maries
1 Mitchells Run
DOREEN
VIC 3754

Policy Number:

C754036

Policy Inception Date:

07/12/2022

Builder Account Number:

002542

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: **C04: Alterations/Additions/Renovations - Structural**

At the property: **1 Mitchells Run DOREEN VIC 3754 Australia**

Carried out by the builder: **DIAMOND PROPERTY DEVELOPMENTS PTY LTD**

Builder ACN: **069359842**

! 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): **Christopher & Jennifer Maries**

Pursuant to a domestic building contract dated: **12/12/2022**

For the contract price of: **\$ 47,868.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Vic Permits
BUILDING SURVEYORS

BUILDING PERMIT

BUILDING ACT 1993 BUILDING REGULATIONS 2018
THIS DOCUMENT IS TO BE READ IN CONJUNCTION
WITH BUILDING PERMIT NUMBER:

5808014801512

Issued by Victorian Managed Insurance Authority

Date Generated: 07/12/2022

OFFICE USE ONLY: COI-0717-1

Page 1 of 2

Victorian Managed Insurance Authority

ABN 39 682 497 841

PO Box 18409, Collins Street East Victoria 8003

P: 1300 363 424



Period of Cover

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

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

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

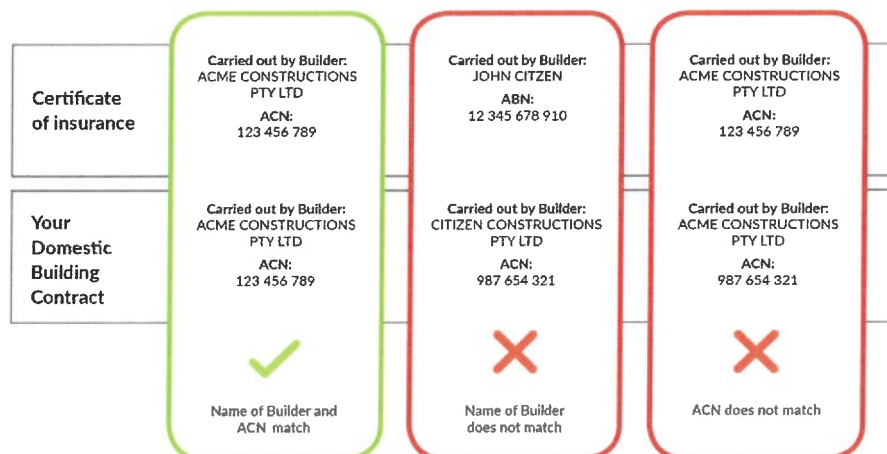
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$431.00
GST:	\$43.10
Stamp Duty:	\$47.41
Total:	\$521.51

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





MAURICE FARRUGIA AND
ASSOCIATES PTY. LTD.
Consulting Structural and Civil Engineering
112 Bank Street, South Melbourne, 3205
Tel. : 96969073 Fax. : 96904131
Email : mfaeng@mfaeng.com.au
A.C.N. 057 284 223
A.B.N. 13 957 284 223

Building Act 1993
Section 238(1)(a)
Building Regulations 2018
Regulation 126

CERTIFICATE OF COMPLIANCE FOR PROPOSED BUILDING WORK

This certificate is issued to:

-Relevant Building surveyor

Postal address: VIC PERMITS PTY LTD
Private Building Surveyor
PO Box 24222 Melbourne VIC 3022

Postcode:

Email:

This certificate is issued in relation to the proposed building work at:

Address: 1 Mitchells Run Doreen

Postcode

Nature of proposed building work

Construction: Proposed accessible upgrade to existing residence

Version of BCA applicable to certificate

Part 3.0 of Volume 2- Structural Design Manuals – BCA 2019

Building classification

Part of building: Proposed accessible upgrade to existing residence

BCA Classification

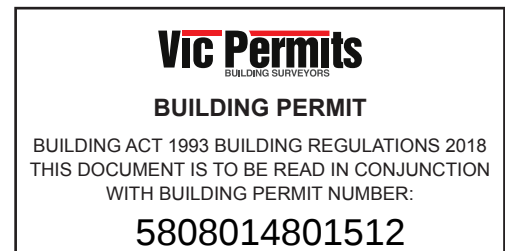
Class: 1a

Prescribed class of building work for which this certificate is issued:

Design or part of the design of building work relating to * **Structural matter**

Documents setting out the design that is certified by this certificate

Document no.	Document date	Type of document (e.g. drawings, computations, specifications, calculations etc.)	Number of pages	Prepared by
22-385	26/08/2022	Structural Computations	P 1.	Maurice Farrugia & Associates P/L
22-385	26/08/2022	Structural Drawings	SK1,SK2.	Maurice Farrugia & Associates P/L



The design certified by this certificate complies with the following provisions of Building Act 1993, Building Regulations 2018 or National Construction Code

Act, Regulation or NCC	Section, Regulation, Part, Performance Requirement or other provision
NCC 2019- Vol 2	Part 3.0 - Structural Provisions
AS/NZS 1170.0- 2002	Structural design actions Part 0: General Principals (Incl. Amendments 1-5)
AS/NZS 1170.1- 2002	Structural design actions Part 1: Permanent, imposed and other actions (Incl. Amendments 1&2).
AS/NZS 1170.2-2011	Structural design actions Part 2, Wind Actions (Incl. Amendments 1-3)
AS 4100 – 1998	AS 4100 – 1998: Steel Structures Code (Incl. Amendment 1)
AS 3600- 2018	Concrete Structures
AS 1684.1-1999	Design Criteria
AS 1684.2-2010	Residential Timber Framed Construction
AS 1684.4-2010	Residential Timber Framed construction Part4 – Non cyclonic (Incl. Amendments 1-3)
AS 1720-2011	Timber Structures Part 1: Design Methods (Incl. Amendments 1-3)
AS2870-2011	Residential Slab and Footings.

*I prepared the design, or part of the design, set out in the documents listed above.

I certify that the design set out in the documents listed above complies with the provisions set out above.

I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do.

***Endorsed Building Engineer**

Name: Maurice Farrugia

Address: 112 Bank Street, South Melbourne

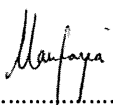
Email: mfaeng@mfaeng.com.au

Endorsed Building Engineer – area of engineering : Civil Engineer

Endorsed Building Engineer registration no: PE - 0000464

Date of issue of certificate: 26/08/2022

Signature:



.....



Maurice Farrugia & Associates Pty Ltd
Consulting Structural and Civil Engineering
ACN: 057284 223
112 Bank Street, South Melbourne 3205
Tel: 9696 9073 Fax: 9690 4131

STRUCTURAL DESIGN

COMPUTATIONS

PROJECT: Proposed accessible upgrade to existing residence

ADDRESS: 11 Mitchells Run Doreen

JOB NO: 22/385

DATE: 26/08/2022

Vic Permits
BUILDING SURVEYORS

BUILDING PERMIT

BUILDING ACT 1993 BUILDING REGULATIONS 2018
THIS DOCUMENT IS TO BE READ IN CONJUNCTION
WITH BUILDING PERMIT NUMBER:

5808014801512

The enclosed computations are in accordance with the following references and codes of practice:

AS 3600	Concrete Structures Code
AS 1720.1	Timber Structures Code
AS 1684.1	Residential Timber-framed Construction
AS 2870.1	Residential Slabs and Footings
AS 1170.0	Loading Code – General Principles
AS 1170.1	Loading Code – Dead and Live Loads and Load Combinations
AS 1170.2	Loading Code - Wind Loads
AS 1170.4	Earthquake Code
AS 4100	Steel Structures Code
AS 4600	Cold-formed Steel Structures
AS 3700	Masonry Code
AS 4678	Earth Retaining Structures
AS 1288	Glass in Buildings
AS 2783	Reinforced Concrete for Small Swimming Pools

National Construction Code of Australia (NCC 2019)
Safe Load Tables – AISC

BY: M. Farrugia MIE (Aust)
(CP Eng.No 27751)
PE - 0000464



Maurice Farrugia & Associates Pty Ltd
Consulting Structural and Civil Engineering
ACN: 057284223
Suite 4, 219 Park Street, South Melbourne 3205
Tel: 9696 9073 Fax: 9690 4131

Page No. 1

Date 14/12

By MF

Job Number 22/385

PROJECT:

1 MICHAEL RAN DOREN

L1

gan 1m

fixed waf ERL

3m max

height	120 X 35 MGP10 PINE
--------	---------------------

LINTEL

12

12

l = 2.3

l/w

3m

fixed waf

height	2 / 200 X 45 HYSPAN LVL
	NAIL LAMINATED

M1

height	2 / 90 X 45 MGP10 PINE
	5/ STUDS

Form 2
BUILDING PERMIT
Building Act 1993
Building Regulations 2018
Regulation 37(1)

Building Permit N°: 5808014801512
Vic Permits Ref N°: 22588

Issued To (Serving of Documents)

Owner(s)/Agent of Owner	Architecture and Access (Australia) Pty Ltd		
ACN/ARBN	159 663 582		
Address	Level 5, 369 Royal Parade, Parkville VIC	Post Code	3052
Contact Person	Zahra Jafari	Telephone	1300 715 866
Email	zjafari@archaccess.com.au		

Ownership Details

Owner(s)	Christopher Robert Maries & Jennifer Margaret Maries		
ACN/ARBN	N/A		
Address	1 Mitchells Run, Doreen VIC	Post Code	3754
Contact Person	Christopher Robert Maries	Telephone	0417 502 288
Email	chrismaries@aim.com		

Property Details

Project Description	Alterations to Existing Dwelling						
Address	Lot 34, 1 Mitchells Run, Doreen VIC 3754						
Lot/s	34	PS	506695Q	Volume	10753	Folio	344
Crown Allotment	-	Section	4	Parish	Yan Yean	County	-
Municipal District	Whittlesea City Council						

Builder

Name	Diamond Property Developments Pty Ltd		
ACN/ARBN	069 359 842		
Building Practitioner Reg No.	CDB-U 53823	Telephone	0405 534 114
Address	PO Box 1124, Research VIC	Post Code	3095
Email	colin@diamondpd.com.au		

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

Natural Person for Service of Directions, Notices and Orders (if builder is a body corporate)

Name	Colin Belmore	Telephone	0405 534 114
Address	PO Box 1124, Research VIC	Post Code	3095

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Architecture & Access	Architect (Company)	ARBV 50609
(Aust) P/L		
Maurice Farrugia & Associates	Engineer – Civil	PE0000464

Details of Domestic Building Work Insurance

Name of Builder	Diamond Property Developments Pty Ltd	Policy Number	C754036
Name of Issuer or Provider	Master Builders Insurance Brokers Pty Ltd	Policy Cover	\$300,000.00

Details of Relevant Planning Permit

Planning Permit No.	N/A	Date of Grant of Planning Permit	N/A
---------------------	------------	----------------------------------	------------

Nature of Building Work - **Alterations**

Building Classification

Part of Building

Detached Dwelling

NCC Classification

1a(a)

Building Details

	To Completion of Works	
Stage of Building Work Permitted	N/A	Ownership
Total Floor Area of New Building Work	N/A	Stores Contained
Allotment Area	3707m ²	Rise in Storeys (Class 2-9)
Floor Material	N/A	Effective Height (Class 2-9)
Roof Cladding Material	N/A	Type of Construction (Class 2-9)
Frame Material	Timber	No of Existing Dwellings
External Wall Material	N/A	No of Dwellings Demolished
Total Value of Building Work	\$47,868.00	No of New Dwellings
Cost of Building Work for this Stage	\$47,868.00	Building Levy Applicable to this Permit
Cost of Building Work for previous Stages	N/A	Version of NCC Applicable to Permit
Cladding Rectification Levy Applicable	N/A	

Private
1
N/A
N/A
N/A
N/A
1
N/A
N/A
\$61.28
2019

Protection Work

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

Mandatory Inspection Requirements for Construction or Alteration of a Building

The mandatory inspection notification stages are as follows. The Relevant Building Surveyor undersigned below must be contacted for inspection bookings.

- **Completion of framework (steel, timber etc.); and**
- **Final, upon completion of all building work**

Occupation or Use of Building

- **A certificate of final inspection is required prior to the occupation or use of this building.**

Commencement & Completion

This building work must commence by:

18 January 2024

If the building work to which the 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:

18 January 2025

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

Conditions of Building Permit

Refer to Annexure B for a list of conditions which apply to this Building Permit.

Relevant Building Surveyor

Building Surveyor Name

Company Name

Building Practitioner Registration No.

Address

Email

Signature

Date of Issue of Permit

Michael Tabone**VIC Permits Pty Ltd****CBS-U 56321****PO Box 24222****Melbourne VIC 3001****info@vicpermits.com.au****18 January 2023****Annexures**

Annexure A

Annexure B

Annexure C

Approved Documents

Permit Conditions

Relevant Building Surveyor's Notes

ANNEXURE A APPROVED DOCUMENTS

Project Description: **Alterations to Existing Dwelling**

Project Address: **Lot 34, 1 Mitchells Run, Doreen VIC 3754**

Building Permit No: **5808014801512**

Vic Permits Ref No: **22588**

Documents forming part of this Building Permit approval are listed below. A copy of the approved stamped plans is to be kept on site at all times and must be available for viewing by the Building Inspector at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.

Document	Prepared/Issued By	Ref No.	Drawing No.	Dated
Architectural Drawings	Architecture & Access	14662	A00-A09 (Rev C1)	05.12.22
Structural Drawings	Maurice Farrugia & Associates	22/385	SK1-SK2	26.08.22
Structural Computation	Maurice Farrugia & Associates	22/385	1-2	26.08.22
Cert of Compliance – Design	Maurice Farrugia & Associates	N/A	N/A	26.08.22
Certificate of Title	Volume 10753	Folio	344	
Building Permit Application	N/A	N/A	N/A	13.10.22
Registered Practitioner Evidence	VBA	N/A	N/A	N/A
Domestic Building Work Insurance	Master Builders Insurance Brokers	C754036	N/A	07.12.22
Domestic Building Contract	Diamond Property Developments	N/A	N/A	13.12.22

ANNEXURE B PERMIT CONDITIONS

Project Description: **Alterations to Existing Dwelling**

Project Address: **Lot 34, 1 Mitchells Run, Doreen VIC 3754**

Building Permit No: **5808014801512**

Vic Permits Ref No: **22588**

The following conditions form part of this Building Permit Approval, READ THEM CAREFULLY. It is the responsibility of the permit holder/applicant to ensure the building permit conditions listed below are satisfied prior to the completion of works and issue of Certificate of Final Inspection.

BUILDING REGULATIONS 2018

1. Protection of Adjoining Property (Regulation 111)

No portion of building works to encroach allotment boundaries. If access is required from the adjoining lots Vic Permits is to be notified as protection work notices may be required to be served on the effected adjoining neighbour prior to works proceeding on site.

2. Commencement and Completion of Building Work (Regulation 53-54)

Pursuant to Regulation 53, the building work must commence within 12 months of the date of issue of the building permit.

Pursuant to Regulation 54, the building work must be completed within 24 months after the date of issue of the building permit (Class 1 or 10 building); or in case of a swimming pool or spa or any associated barrier or safety equipment, within 6 months after the building work commences; or in any other case, within 36 months of the date of issue of the building permit.

NATIONAL CONSTRUCTION CODE 2019 - VOLUME 2

3. Timber Framing (Part 3.4.3)

All timber framing to comply with AS1684.

4. Glazing (Part 3.6)

All glazing to comply with AS1288 and AS2047. Ensure minimum 20mm high decals provided to full height glazing located between 700 and 1200mm from finished floor level.

5. Stairway and Ramp Construction (Part 3.9.1)

Stair flight riser heights to steps to be constructed between 115-190mm and going lengths for treads to be between 240-355mm. Landings must be provided where the sill of a threshold of a door opens on to a stair that provided a change in floor level or floor to ground level greater than 3 risers or 570mm. Attention should be made to the slope relationship (i.e. 2R+G) requirement of Figure 3.9.1.2 of the NCC. Non-slip finishes to be provided to all steps, ramps and landings. Treads and nosing strips must have a slip-resistance classification not less than that listed in Table 3.9.1.3 when tested in accordance with AS4586.

6. Construction of Sanitary Compartments (Part 3.8.3.3)

Inward swinging toilet doors to enclosed sanitary compartments, where <1200mm between the closet pan and doorway, to be readily removable from the outside.

7. Wet Areas and External Waterproofing (Part 3.8.1)

Waterproofing to walls and floors to wet areas to be provided where required by Part 3.8 in accordance with AS3740. Balconies to be waterproofed in accordance with AS4654.1 and AS4654.2, and other external surfaces to grade away from building and be provided with sufficient drainage.

8. Ventilation (Part 3.8.5)

Exhaust Fans from sanitary compartments must be vented either directly through posi-struts to an external wall or up to a vented roof space.

9. Artificial Lighting (Part 3.8.4.3)

The lamp power density or illumination must not exceed 5W/m² to dwelling, 4W/m² to verandah or balcony and 3W/m² to garage with confirmation provided upon completion of works.

ANNEXURE C RELEVANT BUILDING SURVEYORS NOTES

Project Description: **Alterations to Existing Dwelling**

Project Address: **Lot 34, 1 Mitchells Run, Doreen VIC 3754**

Building Permit No: **5808014801512**

Vic Permits Ref No: **22588**

GENERAL

Inspection Notification Procedure

Building inspections are to be arranged with the Relevant Building Surveyor. Generally, inspections are carried out within 24–48 hours' notification; however, this must be arranged with a minimum of 48 hours' notice in advance.

Other Fees and Permits

All additional permits required by Whittlesea City Council shall be obtained, and fees or deposits lodged for same (e.g. Road Access, Road Occupation, Hoarding, Health Approval, etc).

Covenants and 173 Agreements

It is the responsibility of the owner/builder to ensure all covenants and section 173 agreements listed on the Certificate of Title are complied with as they are not enforced by the Relevant Building Surveyor under the Building Act 1993.

BUILDING ACT 1993

Increase of Cost of Building Work (Section 205KA)

It is the responsibility of the owner/agent of owner to notify the Victorian Building Authority (VBA) if the cost of building work is higher than the initial value of building work stipulated. Where this is the case an additional levy may be payable direct to the VBA. This notification must be provided to the VBA within 28 days of becoming aware of the increased cost.

BUILDING REGULATIONS 2018

Provision and Display of Permit Information (Regulation 41)

The person in charge of carrying out building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed. Signage to be displayed in a conspicuous position accessible to the public prior to the commencement of building works and is to remain visible and legible for the duration of building works.

Minor Works

MAJOR DOMESTIC BUILDING CONTRACT

Where the contract price is between \$10,000 to \$50,000

MW - 2 (2019)

(MUST BE COMPLETED IN ENGLISH)

Between

Diamond Property Developments Pty Ltd

(Builder)

-and-

Christopher Robert Maries

Jennifer Margaret Maries

(Owner)

Builder's Copy/Owner's Copy—

(Delete as Applicable)

(Both the **Builder** and the **Owner** should retain a fully executed copy of this Contract)

Builder's Job No. 1266

Prepared in accordance with the Domestic Building Contracts Act 1995

TABLE OF CONTENTS

SECTION A – GENERAL CONDITIONS OF CONTRACT	4
1. DEFINITIONS	4
2. INTERPRETATION, DISCREPANCIES AND AMBIGUITIES	5
3. APPROVAL TO COMMENCE BUILDING WORK	5
4. INSURABLE DOMESTIC BUILDING CONTRACTS (WARRANTY INSURANCE)	5
5. GENERAL INSURANCE	6
6. THE LAND	6
7. COMMENCEMENT DATE AND COMPLETION DATE	6
8. PRIME COST ITEMS AND PROVISIONAL SUMS	7
9. BUILDER'S OBLIGATIONS	7
10. OWNER'S OBLIGATIONS	8
11. VARIATIONS BY THE OWNER	8
12. VARIATIONS BY THE BUILDER	9
13. ADDITIONAL AMOUNTS FOR EXCAVATIONS OR FOOTINGS	9
14. DELAYS AND EXTENSION OF TIME CLAIMS	9
15. SUSPENSION OF THE WORKS	10
16. OBLIGATIONS OF BOTH PARTIES UPON COMPLETION	10
17. DEFECTS LIABILITY PERIOD	10
18. RIGHT TO TERMINATE CONTRACT	10
19. OWNER'S STATUTORY RIGHTS TO TERMINATE CONTRACT	11
20. RIGHTS OF EITHER PARTY TO TERMINATE THE CONTRACT FOR BANKRUPTCY OR LIQUIDATION ETC.	11
21. NOTICES	11
22. MISCELLANEOUS	12
23. RESOLUTION OF DISPUTES	12
24. GST	12
SECTION B – APPENDIX	14
SECTION C - SCHEDULE - FORM 1	22
SECTION D - CHECKLIST	23
SECTION E - INSTRUMENT OF AGREEMENT	24

WARNING

THIS NOTICE SHOULD ONLY BE COMPLETED BY THE OWNER IF THE OWNER WISHES TO WITHDRAW FROM THE CONTRACT WITHIN THE COOLING OFF PERIOD

**STATUTORY NOTICE REQUIRED BY SECTION 31 (1) OF
THE DOMESTIC BUILDING CONTRACTS ACT 1995**

COOLING OFF PERIOD**Notice to the Owner:**

You may end this **Contract** within five (5) clear **Business Days** after receipt by you of a signed copy of the **Contract** by filling in the notice below and giving it to the **Builder** in one of the following ways:

1. Personally;
2. Leaving it at his or her address set out in this **Contract** with a person who appears to be at least 16 years old;
3. Sending it by pre-paid certified mail to the address set out in this **Contract**;
4. Sending it by facsimile to the facsimile number (if any) set out in this **Contract**.

Detach along dotted line

NOTICE THAT CONTRACT IS ENDED

An **Owner** cannot withdraw from a contract under the **Act** if:

1. The **Builder** and the **Owner** have previously entered into a major domestic building contract that is in substantially the same terms for the carrying out of the Work in relation the same home or **Land**; OR
2. The **Owner** received independent legal advice from a practicing solicitor concerning the **Contract** before entering into the **Contract**.

To _____ (Builder)

I/We _____ give notice under our **Contract** with you that the **Contract** is ended. Please refund the deposit less \$100 and any out of pocket expenses incurred by you which I/we have previously approved.

Owner(s) signature: _____

Date: _____ / _____ / _____

Any enquiries concerning this contract should be directed as follows:

FOR MEMBERS OF MASTER BUILDERS ONLY - CONTACT
THE MASTER BUILDERS ASSOCIATION OF VICTORIA
332 ALBERT STREET, EAST MELBOURNE 3002

FOR OTHERS - CONTACT
YOUR SOLICITOR OR CONSUMER AFFAIRS VICTORIA

SECTION A – GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

Note - In this **Contract**, certain words and phrases used throughout are defined and are shown in bold when used; eg **Owner**.

1.1 In this **Contract**, except where the context otherwise requires -

Act - means the Domestic Building Contracts Act 1995.

Builder - means the person stated in **Item 2** including permitted assignees and transferees.

Business Day - means a day that is not a Saturday or a Sunday, or a day that is wholly or partly observed as a public holiday throughout Victoria.

Commencement Date - means the date by which the **Builder** will commence to carry out the **Works** on the **Land** as determined in accordance with Clause 7.1 of the **Contract**.

Completion - means when the **Works**:

- have been completed in accordance with the **Plans** and **Specifications**; AND
- if a building permit was issued for the **Works**, the **Owner** is given an **Occupancy Permit**, if required, or in any other case, a copy of the certificate of final inspection.

Completion Date - means the date on which the **Works** are to reach **Completion** being the date determined in accordance with Clause 7.4 of the **Contract**.

Contract - means this document, the **Plans**, **Specifications**, and other documents annexed to or incorporated by reference in the **Contract**.

Construction Period means the number of **Days** as stated to be the "TOTAL CONSTRUCTION PERIOD INCLUDING DELAY DAYS" in **Item 9.2 E**.

Contract Price - means the sum stated in **Item 10.1** as that sum may be adjusted and payable under this **Contract**.

Days - means calendar days.

Defects Liability Period - means the period stated (if any) in **Item 14**.

Deposit - means the initial sum to be paid by the **Owner** to the **Builder** pursuant to Clause 10.3 of this **Contract** and as stated in **Item 10.2**.

Existing Building - means any building or structure upon the **Land**.

Final Claim - means the Builders' claim upon **Completion** of the **Works** for the balance of the **Contract Price** together with any other monies payable by the **Owner** (including any interest) under the **Contract**.

Final Payment - means the amount stated in the **Final Claim** to be paid by the **Owner** to the **Builder** upon **Completion** of the **Works**.

Foundations Data - has the same meaning as in Section 30 of the **Act**.

Item - means an item of the **Appendix**.

Land - means the land described in **Item 4** on which the **Works** are to be carried out.

Occupancy Permit - means an occupancy permit issued under the Building Act 1993.

Original Contract Price - means the sum stated in **Item 10.1**.

Owner - means the person named in **Item 1** and includes the **Owner's** respective heirs, executors, administrators and permitted assignees and transferees.

Plans - means all plans, drawings and designs relating to the **Works** described in **Item 7** and **Item 8** (if applicable).

Prime Cost Item - means an item (for example, a fixture or fitting) that either has not been selected, or whose price is not known at the time the **Contract** is entered into and for the cost of supply and delivery of which the **Builder** must make a reasonable allowance in the **Contract**.

Progress Claim - means each claim made by the **Builder** to the **Owner** for each of the completed **Stages**.

Progress Payment - means all monies due and payable by the **Owner** to the **Builder** during the carrying out of the **Works** at the completion of each Stage.

Provisional Sum - means an estimate of the cost of carrying out particular work (including the cost of supplying any materials needed for the work) under the **Contract** for which the **Builder**, after making all reasonable inquiries, cannot give a definite amount at the time the **Contract** is entered into.

Specifications - means the specifications described in **Item 6** and includes the Guide to Standards and Tolerances produced by the Building Commission as applicable.

Stages - means those stages specified in the **Progress Payment Table** in **Item 22**.

Works - means the work described in **Item 5** and **Item 9.3** (if applicable) and described in more detail in the **Plans** and **Specifications** which is to be carried out under this **Contract** on the **Land** by the **Builder**.

2. INTERPRETATION, DISCREPANCIES AND AMBIGUITIES

- 2.1 Clause headings, sub-clause headings, and boxed explanatory notes contained in this Contract shall not form part of and shall not be used in the interpretation of this **Contract**.
- 2.2 This document (including the **Appendix**), the **Specifications**, the **Plans** and any other documents shall take precedence in that order where any discrepancy or ambiguity is discovered in this **Contract**.

3. APPROVAL TO COMMENCE BUILDING WORK

- 3.1 The **Builder** or **Owner** as stated in **Item 11.3** (if applicable) will take all necessary and reasonable steps to obtain the necessary building and/or planning permits.
A **Builder** who has entered into this **Contract** must not appoint a private building surveyor on behalf of the **Owner** of the **Land** on which the **Works** are to be carried out. Although the **Owner** must appoint the private building surveyor, the **Owner** may elect under item 11.3 (or otherwise in writing with the **Builder's** consent) for the **Builder** to act as agent to obtain the building permit and do all that is necessary to procure any inspections and **Occupancy Permit**, or in any other case a copy of the certificate of final inspection, on **Completion**.
- 3.2 If the necessary building and/or planning permits are not obtained within 60 **Days** of the date of signing this **Contract**, then either party may give written notice to the other party terminating this **Contract** without liability to the other, except only that the **Owner** will pay the **Builder** a reasonable sum for services performed and expenses incurred under this **Contract** to the date of termination.
- 3.3 If the **Builder** has received payment of the **Deposit** from the **Owner** and that amount is in excess of the amount payable to the **Builder** under Clause 3.2, the **Builder** will refund any excess to the **Owner** within 7 **Days** of termination of this **Contract** under Clause 3.2.
- 3.4 The **Owner** may not instruct the **Builder** to commence any building work until the **Builder** has been given a copy of each relevant permit. If the **Commencement Date** shown in **Item 9.1** falls earlier than the date on which the **Builder** is given a copy of each relevant permit, the **Builder** is entitled to an extension of the **Completion Date** by the number of **Days** between the stated **Commencement Date** and the date on which the last of the relevant permit copies is first given to the **Builder**.

4. INSURABLE DOMESTIC BUILDING CONTRACTS (WARRANTY INSURANCE)

4.1 Definitions

Insurable domestic building contracts - are those major domestic building contracts that the **Act**, the Regulations or the Ministerial Orders made under the **Act** require, at the date on which this **Contract** is entered, to be covered by a complying warranty insurance policy.

Complying warranty insurance policies - are applicable warranty insurance policies of the kind (or kinds) that comply with all the provisions set out in the relevant Ministerial Order/s in force at the date on which the domestic building contract is entered.

- 4.2 Independent legal advice should be sought by each party concerning whether or not this **Contract** is an insurable domestic building contract. If this is an insurable domestic building contract, then all the references to "warranty insurance" in this document (including Clauses 4.3 - 4.5) will apply to the **Contract**. Otherwise all provisions will be void to the extent that they deal with warranty insurances.

- 4.3 Except as set out in Clause 4.4 below, the **Builder** may not enter an insurable domestic building contract unless and until the **Builder** has (at the **Builder's** cost) provided a copy of a complying warranty insurance policy to the **Owner** covering the building work to be carried out under the **Contract**.
- 4.4 Despite the provisions of Clause 4.3 above, a **Builder** may enter this **Contract** before obtaining the required policy, but only on the following conditions:
- (a) the **Builder** must obtain a complying warranty insurance policy (at the **Builder's** cost); and
 - (b) the policy must cover (or must be extended to cover) the building work to be carried out under the **Contract**; and
 - (c) until the complying warranty insurance policy (or the extension) has been issued by the insurer no domestic building work is carried out under the **Contract**; and
 - (d) the **Builder** must provide to the **Owner** a copy of the policy within 7 days of the date on which the policy (or the extension) is issued.
- 4.5 Whenever Clause 4.4 is relied upon, the **Builder** is not entitled to:
- (a) demand, receive or accept any payment under the **Contract** (including the payment of any deposit money); or
 - (b) enforce any other provision of the **Contract**,
- until all of the conditions of Clause 4.4 have been satisfied.

5. GENERAL INSURANCE

- 5.1 From the **Commencement Date** until **Completion** of the **Works**, the **Builder** will:
- (a) where **Item 16** provides that a contract works policy is to be taken out by the **Builder**, provide and maintain a current contract works policy for the **Works**; AND
 - (b) have in place or take out a public liability insurance policy in the joint names of the **Owner**, the **Builder** and all sub-contractors for an amount which is not less than \$5 million for any one claim (unless otherwise specified in **Item 17** and indemnify the **Owner** against liability for:
 - the personal injury or death of any person caused by accident; AND
 - loss or damage to property,
 arising out of the **Works** except to the extent caused by any act or omission by the **Owner**.

6. THE LAND

- 6.1 The **Owner** hereby grants to the **Builder** an irrevocable licence to free and uninterrupted access to and occupation of the **Land** (including any relevant **Existing Buildings**), as the **Builder** reasonably requires to enable the **Builder** to comply with all his, her or its obligations under this **Contract** and at law. This licence does not expire until the **Builder** has received payment in full of the **Final Claim**, or until such earlier time (if any) as the **Builder** may agree in writing.
- 6.2 Upon request by the **Owner** the **Builder** will give to the **Owner** (or any agent of the **Owner**) reasonable access to the **Land** and to view any part of the **Works**.

7. COMMENCEMENT DATE AND COMPLETION DATE

- 7.1 Subject to the applicable provisions (if any) of Clause 4, the **Builder** will:
- (i) commence construction of the **Works** on the date (if any) specified in **Item 9.1**; OR
 - (ii) do everything reasonably possible for the **Builder** to ensure that construction of the **Works** starts within 14 days following the **Builder's** receipt of all of the following documents:
 - satisfactory written evidence from the **Owner** of the title to the **Land** (together with full details of all easements, restrictions or covenants that affect the **Land**); AND
 - satisfactory evidence from the **Owner** of the **Owner's** capacity to pay the **Contract Price** pursuant to Clause 10.2; AND
 - all necessary valid and current building and/or planning permits as required pursuant to Clauses 3.1 and 3.4.
- 7.2 The **Construction Period** (as set out in **Item 9.2**) starts to run on the actual date on which construction of the **Works** commences on the **Land**.

- 7.3 In calculating the **Construction Period** required to reach **Completion** the **Builder** has made reasonable allowances for all the events listed under headings "A" to "C" inclusive in **Item 9.2**.
- 7.4 The **Builder** agrees to reach **Completion** on the **Completion Date**, which is calculated with reference to the actual commencement date and to the **Construction Period**. However, this obligation is subject to extensions to the **Completion Date** to which the **Builder** is, or may become, entitled under the **Contract** or otherwise.

8. PRIME COST ITEMS AND PROVISIONAL SUMS

WARNING TO BUILDING OWNER AS TO PRIME COST ITEMS

It is always better to get a fixed price for all work. However, some fixtures and fittings may need to be selected after the **Contract** is signed, eg. a stove, type of taps etc. If these items are specified as **Prime Cost Items** the **Builder** will allow an amount in the **Contract Price** which should cover the expected cost of the item.

NOTE: If the actual cost is more than the amount allowed you will have to pay the extra amount. You may also have to pay the **Builder's** margin on the extra amount. If this is intended, the **Builder's** margin should be specified, or cannot be claimed unless the **Owner** agrees in writing to such additional amount. If the prime cost is less than that allowed for in the **Contract**, the difference should be deducted from the **Contract Price**.

- 8.1 The **Builder** warrants that any **Prime Cost Item** or **Provisional Sum** included by the **Builder** in the **Contract** has been calculated with reasonable care and skill taking account of all information reasonably available at the date the **Contract** was made, including the nature and location of the **Land**.
- 8.2 Any amount of a **Prime Cost Item** or **Provisional Sum** which is not expended shall be deducted from the **Contract Price** and deducted from the next payment payable under this **Contract**.
- 8.3 If the amount expended on a **Prime Cost Item** or **Provisional Sum** is in excess of the sum allowed for that item, the excess amount plus the **Builder's** margin as stated in **Item 20** or **Item 21** (as applicable) will be added to the **Contract Price** and paid to the **Builder** in the next payment payable under this **Contract**.
- 8.4 The amount allowed for a **Prime Cost Item** includes the cost of supply and delivery of the **Prime Cost Item**. Any amount for installation, **Builder's** profit and overheads for a **Prime Cost Item** is included in the **Contract Price** unless otherwise stated in this **Contract**.
- 8.5 The **Builder** will give to the **Owner** a copy of any invoice, receipt or other document (as soon as reasonably possible after receipt) that shows the actual cost incurred to the **Builder** for any **Prime Cost Item** or that relates to any **Provisional Sum**.
- 8.6 The variations provisions in Clauses 11 and 12 do not apply to any **Prime Cost Items** or **Provisional Sums** included in this **Contract**.

9. BUILDER'S OBLIGATIONS

- 9.1 The **Builder** gives to the **Owner** the following warranties contained in Section 8 of the Act:
- The **Builder** will carry out the **Works** in a proper and workmanlike manner and in accordance with the **Plans** and **Specifications** set out in the **Contract**.
 - Materials supplied by the **Builder** for use in the **Works** will be good and suitable for the purpose for which they are to be used and, unless otherwise stated in the **Contract**, those materials will be new.
 - The **Builder** will carry out the **Works** in accordance with all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and the regulations made under that Act.
 - The **Builder** will carry out the **Works** with reasonable care and skill and will achieve **Completion** by the date (or within the period) specified in the **Contract**.
 - If the **Works** consist of the erection or construction of a home, or is work intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, the **Builder** will carry out the Work so the home will be suitable for occupation at the time the **Works** achieve **Completion**.
 - If the **Contract** states the particular purpose for which the **Works** are required, or the result which the **Owner** wishes the **Works** to achieve, so as to show that the **Owner** relies on the **Builder's** skill and judgement, the **Builder** warrants that the **Works** including any materials used will be reasonably fit for that purpose or be of such a nature and quality as they might reasonably be expected to achieve that result.

- 9.2 The **Builder** will give to the **Owner** written progress payment claims at the times referred to in Item 22 and a written **Final Claim at Completion**.

10. OWNER'S OBLIGATIONS

- 10.1 The **Owner** will pay the **Builder** the **Contract Price** in accordance with this **Contract**.
- 10.2 The **Owner** will within fourteen (14) **Days** of the **Owner** signing the **Contract**, provide written or other reasonable evidence to the **Builder** of the **Owner's** financial capacity to pay the **Contract Price**.
- 10.3 The **Owner** must pay to the **Builder** the **Deposit** specified in Item 10.2. This **Deposit** must be paid on demand, but no demand may be made by the **Builder** for it to be paid:
- unless the **Builder** has complied with its obligations under Clause 4.3; OR
 - until the **Builder** has complied with its obligations under Clause 4.4 whichever applies to this **Contract**. (See also Clause 4.5)
- In the event that the **Owner** validly exercises its rights (if any) under the Cooling Off provisions of the **Act**, the **Builder** will refund to the **Owner** any deposit that the **Owner** may have already paid. HOWEVER, pursuant to Section 34 (3) of the **Act**, the **Builder** may retain from the refund:
- one hundred dollars (\$100.00); plus
 - any out of pocket expenses or disbursements that the **Builder** may have already incurred, with the prior approval of the **Owner**.
- 10.4 The **Owner** will make **Progress Payments** to the **Builder** in accordance with the agreed and completed Progress Payments Table as set out in Item 22 and will pay each **Progress Claim** to the **Builder** within the period stated in Item 12.
- 10.5 If the **Owner** should fail to make any payment to the **Builder** by the due date under this **Contract**, the **Builder** will be entitled to interest on all outstanding amounts at the rate specified in Item 15, payable from the due date until payment has been made in full.
- 10.6 Whenever the **Owner** supplies **Plans** and/or **Specifications** to the **Builder**, the **Owner**:
- warrants that the **Plans** and/or **Specifications** supplied are accurate, correct and good and suitable for the purpose for which they are to be used; AND
 - acknowledges that it is reasonable for the **Builder** to rely on the **Plans** and/or **Specifications** supplied for the purpose of carrying out the **Works**.
- 10.7 Whenever the **Owner** provides **Foundations Data** to the **Builder**, the **Owner**:
- warrants that the **Foundations Data** provided is accurate and correct; AND
 - acknowledges that it is reasonable for the **Builder** to rely on the **Foundations Data** provided and that the **Builder** intends to rely on it for the purpose of carrying out the **Works**.
- 10.8 The **Owner** will, within seven (7) days of the **Owner** signing the **Contract**, appoint a private building surveyor. Any such appointment must be in writing. Evidence of the private building surveyor's appointment must be provided to the **Builder** as soon as a reasonably practicable.

11. VARIATIONS BY THE OWNER

- 11.1 If the **Owner** wishes to vary the **Plans** or **Specifications**, then the **Owner** will give to the **Builder** a written notice describing the variation requested.
- 11.2 If the **Owner** gives the **Builder** a written notice under clause 11.1, THEN the **Builder** will give to the **Owner** a written notice that either:
- (a) states that the **Builder** refuses to or is unable to carry out the variation and the reason for that inability or refusal; OR
- (b) states that the **Builder** will carry out the variation and if so, the **Builder** will in the notice:
- (i) state the effect the variation will have on the **Works** as a whole;

- (ii) state whether or not an amendment to any permit will be required;
- (iii) give a reasonable estimate of any delay in reaching **Completion**;
- (iv) state the cost of the variation; and
- (v) state the effect of that cost on the **Contract Price**.

- 11.3 The **Builder** will not commence any variation requested by the **Owner** unless the **Owner** has given to the **Builder** a signed written request for the variation and that written request is attached to the notice required from the **Builder** under Clause 11.2.
- 11.4 If any variation agreed to be carried out by the **Builder** under Clause 11.3 or agreed to by the **Owner** under Clause 12.2 should result in a decrease to the **Contract Price**, the amount of the variation will be deducted by the **Builder** from the next **Progress Claim** or the **Final Claim** (whichever is applicable), unless otherwise agreed.
- 11.5 Whenever the **Builder** has, under Clause 11.3 or 12.2, accepted an obligation to carry out a variation then the **Owner** hereby agrees to PAY to the **Builder**:
- the agreed variation price; OR
 - if the variation falls within clause 12.2 and no price had been agreed for the variation, the documented cost of carrying out the variation plus 15% of that cost for the **Builder's** margin,
LESS
 - any deposit that the **Owner** has already paid in respect of that variation.

12. VARIATIONS BY THE BUILDER

- 12.1 If the **Builder** wishes to vary the **Plans** or **Specifications**, then the **Builder** will give the **Owner** a written notice that -
- describes the variation; AND
 - states why the **Builder** wishes to make the variation; AND
 - contains the information required in the notice under Clause 11.2(b).
- 12.2 The **Builder** will not give effect to any variation requested by the **Builder** unless either:
- the **Owner** has given the **Builder** a signed consent to the variation attached to a copy of the notice required by Clause 12.1; OR
 - the following circumstances apply -
 - (i) a building surveyor or other authorised person under the Building Act 1993 issued a building notice or order under that Act requiring the variation to be made; AND
 - (ii) the variation arose as a result of circumstances beyond the **Builder's** control; AND
 - (iii) the **Builder** has given the **Owner** a copy of the building notice or building order, with the notice required by Clause 12.1; AND
 - (iv) the **Owner** does not notify the **Builder** in writing within 5 **Business Days** of receiving the notice required by Clause 12.1 that the **Owner** wishes to dispute the building notice or building order.

13. ADDITIONAL AMOUNTS FOR EXCAVATIONS OR FOOTINGS

- 13.1 If the **Works** require the construction or alteration of the footings of a building, or may adversely affect the footings of a building and the **Owner** does not provide the **Builder** with the **Foundations Data**, before executing this **Contract** the **Builder** must obtain and provide the **Owner** with the **Foundations Data** required under the **Act**. The **Owner** will pay the **Builder's** actual cost of obtaining the **Foundation Data** plus 15% for overhead and profit with the next **Progress Payment**.
- 13.2 After entering into this **Contract** the **Builder** will only be entitled to claim an extra amount of money for excavations or footings not already provided for in the **Original Contract Price** if the need for the additional amount could not reasonably have been ascertained from the **Foundations Data**.
- 13.3 If the **Builder** is entitled to any additional amount under Clause 13.2, the **Owner** will pay to the **Builder**, in the **Builder's** next **Progress Claim**, the agreed cost of the additional work or, if the cost is not agreed, the cost incurred by the **Builder** plus 15% for the **Builder's** margin.

14. DELAYS AND EXTENSION OF TIME CLAIMS

- 14.1 If the progress of the **Works** is delayed by any variation, any industrial action, inclement weather or any condition as a result of inclement weather in excess of the reasonable allowance stated in A of Item 9.2, any

act of the **Owner** or breach of the **Contract** by the **Owner** or any other cause beyond the reasonable control of the **Builder**, THEN the **Builder** may, within **14 Days** of becoming aware that **Completion** will be delayed, notify the **Owner** in writing of the delay stating the cause and the reasonable estimated length of the delay.

- 14.2 If the **Owner** does not notify the **Builder** in writing and reject or dispute the cause of the delay and/or the estimated length of the delay within **14 Days** after receipt of the **Builder's** notice under Clause 14.1, the **Completion Date** will be automatically extended by the delay period stated in the said notice.

15. SUSPENSION OF THE WORKS

The **Builder** may, without prejudice to any of the **Builder's** rights under this **Contract** or at law, suspend the **Works** if the **Owner** is in breach of this **Contract**, by immediately notifying the **Owner** in writing of the suspension and the reason for doing so. The **Completion Date** will then be automatically extended by the period equivalent to the sum of the number of **Days** the **Works** were suspended and the number of **Days** of any consequential delays. The **Owner** will remedy the breach or breaches stated in any suspension notice given to the **Owner** under this Clause 15 within **7 Days** after receiving written notice from the **Builder**. The **Builder** will recommence the carrying out of the **Works** within **14 Days** of the breach or breaches stated in the suspension notice being remedied by the **Owner**.

16. OBLIGATIONS OF BOTH PARTIES UPON COMPLETION

- 16.1 On **Completion**, the **Builder** will give to the **Owner**:
- the **Final Claim**; AND
 - if a building permit was issued for the **Works** a copy of the **Occupancy Permit**, if required, or in any other case a copy of the certificate of final inspection, if required; AND
 - a written notice:
 - (i) stating that the **Works** are complete and the date on which the **Works** reached **Completion**; AND
 - (ii) requesting a final inspection of the **Works** with the **Owner** or the **Owner's** agent at a date and time specified in the notice.
- 16.2 The **Owner** must attend the final inspection of the **Works** with the **Builder** at the date and time specified in the notice in Clause 16.1 (or alternative date and time where agreed) and provide the **Builder** with a written list specifying any defects or incomplete **Works** (if any).
- 16.3 Upon completion of all necessary outstanding items stated in the defects list the **Owner** will pay the **Final Claim** to the **Builder**.
- 16.4 If the **Owner** or the **Owner's Agent** does not attend the arranged final inspection of the **Works** with the **Builder**, then by failing to attend the **Owner** agrees that:
- The **Works** will be taken to have reached **Completion**; AND
 - The **Final Claim** submitted by the **Builder** shall be payable in accordance with item 13 of the **Appendix**.

17. DEFECTS LIABILITY PERIOD

- 17.1 If the **Builder** provides to the **Owner** a **Defects Liability Period** as stated in **Item 14**, then that period will commence upon **Completion** of the **Works**.
- 17.2 After **Completion** and prior to the expiration of the **Defects Liability Period**, the **Owner** may provide to the **Builder** a written list of any alleged defects arising out of the **Builder's** defective workmanship or materials supplied by the **Builder** under this **Contract**.
- 17.3 Subject to reasonable access to the **Land** being provided by the **Owner**, the **Builder** will within **28 Days** of the expiry of the **Defects Liability Period**, make good and rectify any necessary defects as required by this **Contract**, and notified to the **Builder** under Clause 17.2, at no cost to the **Owner**.

18. RIGHT TO TERMINATE CONTRACT

- 18.1 If either the **Owner** or the **Builder** is in substantial breach of this **Contract** ("**Defaulting Party**") THEN the other party may give written notice by registered post to the **Defaulting Party**:
- describing the breach or breaches of the **Contract** by the **Defaulting Party**; AND
 - stating the other party's intention to terminate the **Contract** unless the **Defaulting Party** remedies the breach or breaches within **14 Days** after the **Defaulting Party's** receipt of the above notice.
- 18.2 If the **Defaulting Party** fails to remedy the **Defaulting Party's** breach or breaches of this **Contract** as stated in the above notice within **14 Days** of receipt of the notice THEN the other party may, without prejudice to any

other of its rights or remedies, give further written notice by registered post to the **Defaulting Party** immediately terminating this **Contract**.

- 18.3 This **Contract** may not be terminated unreasonably or vexatiously or where the **Defaulting Party** is in substantial breach of this **Contract**.
- 18.4 If the **Owner** terminates this **Contract** in accordance with this Clause 18, the **Owner** may then engage another builder to complete the **Works** and:
- if the reasonable cost to complete the **Works** exceeds the unpaid balance of the **Contract Price**, then the excess amount shall be a debt due and payable by the **Builder** to the **Owner**; OR
 - if the reasonable cost to complete the **Works** is less than the unpaid balance of the **Contract Price**, then the remaining amount of the unpaid balance shall be a debt due and payable by the **Owner** to the **Builder**.
- 18.5 If the **Builder** terminates this **Contract** in accordance with this Clause 18, the **Builder** will be entitled to recover from the **Owner** all loss, expense and damage caused to the **Builder** resulting therefrom as if the **Owner** had wrongfully repudiated this **Contract**.

19. OWNER'S STATUTORY RIGHTS TO TERMINATE CONTRACT

- 19.1 The **Owner** may terminate this **Contract** in accordance with Section 41 of the **Act** if either:
- the **Contract Price** increases by 15% or more after the **Contract** was entered into; OR
 - the **Works** have not been completed within one-and-a-half (1½) times the period it was to have been completed; AND
 - the reason for the increased time or cost was something that could not have been reasonably foreseen by the **Builder** on the date this **Contract** was made.
- 19.2 For the purposes of this Clause 19 and Section 41 (1) of the **Act**, any increased time or cost that arises as a result of a **Prime Cost Item** or a **Provisional Sum** or that is caused by a variation requested by the **Owner** is to be ignored in calculating any price rise or increase in time.
- 19.3 To end this **Contract** under this Clause 19 the **Owner** must give to the **Builder** a signed written notice in the approved form (if any) under the **Act** stating that the **Owner** is ending the **Contract** under Section 41 of the **Act** and giving details of why the **Contract** is being ended. If the **Contract** is ended under Section 41 of the **Act** the **Builder** is entitled to a reasonable price for the **Works** carried out under the **Contract** to the date the **Contract** is ended.

20. RIGHTS OF EITHER PARTY TO TERMINATE THE CONTRACT FOR BANKRUPTCY OR LIQUIDATION ETC.

- 20.1 Either the **Builder** or the **Owner** may terminate this **Contract** immediately by giving written notice by registered post to the other party if the other party becomes insolvent or financially unable to proceed with the **Contract**, or if a party is a natural person or a partnership including a natural person and becomes bankrupt or makes a proposal for a scheme of arrangement or a composition or has a deed of assignment or deed of arrangement made or accepts a composition or is required to present a debtor's petition or has a sequestration order made, or if a party being a corporation enters into a deed of company arrangement with creditors or has a controller or administrator appointed or a winding up order is made or it resolves by special resolution that it be wound up voluntarily (other than for the purposes of reconstruction).

The enforceability of any notice issued under this clause for an insolvency event may be subject to limitations by the provisions of the Corporations Act 2001 (Cth). It is recommended that the party seeking to rely on this notice first seek independent legal advice.

- 20.2 If the **Owner** terminates this **Contract** in accordance with this Clause 20, the **Owner** may then engage another builder to complete the **Works** and the consequences will be the same as set out in Clause 18.4.
- 20.3 If the **Builder** terminates this **Contract** in accordance with this Clause 20, the **Builder** will be entitled to recover from the **Owner** all loss, expense and damage caused to the **Builder** resulting therefrom as if the **Owner** had wrongfully repudiated this **Contract**.

21. NOTICES

- 21.1 Both the **Builder** and the **Owner** agree to provide to the other a copy of any report, notice, or order given in relation to the **Works** being carried out by the **Builder** by any public statutory authority, provider of services

such as gas, electricity, telephone, water and sewerage or any person registered under the Building Act 1993 as soon as practicable after receiving the report, notice, order or document.

- 21.2 Unless otherwise stated in this **Contract**, any written notice, report, order or other document required by this **Contract** or by the **Act** to be given to the **Builder** to the **Owner** or by the **Owner** to the **Builder** may be given or served upon the other by any of the following methods:
- By hand to the person to whom it is required to be given; OR
 - By prepaid post or registered to the post to the address of the person to whom it is required to be given, as stated in the **Appendix**; OR
 - By facsimile to the facsimile number (if any) stated in the **Appendix**; OR
 - By email to the addresses listed in the **Appendix** under Items 1 and 2.

22. MISCELLANEOUS

- 22.1 All materials are at the **Owner's** risk once delivered to the **Land**. All unfixed building materials supplied by the **Builder** and not paid for by the **Owner** and all demolished materials and surplus materials shall be the property of the **Builder**, unless otherwise stated in this **Contract**.
- 22.2 The **Builder** may at all times sub-contract any part of the **Works**, but this will not relieve the **Builder** from any obligation or liability under this **Contract** or the **Act**.
- 22.3 Neither party shall assign this **Contract** or any payment or any other right, benefit or interest under this **Contract** without the written approval of the other party, which shall not be unreasonably withheld.
- 22.4 The **Builder** owns all copyright in any **Plans** created by the **Builder**. If the **Builder** carries out the **Works** in accordance with the **Plans** which incorporated designs which were supplied by or on the **Owner's** behalf, THEN:
- (i) the **Owner** warrants that there is no breach of copyright involved in constructing the **Works** in accordance with the **Plans**; AND
 - (ii) the **Owner** indemnifies the **Builder** against all actions, proceedings, claims and demands for and in respect of any actual or alleged infringement of copyright by the **Builder** as a result of the carrying out of the **Works** by the **Builder**.
- 22.5 This **Contract** will be governed by the laws that apply in the State of Victoria.
- 22.6 If anything in this **Contract** is unenforceable, illegal or void then it is severed and the rest of this **Contract** remains in force.
- 22.7 If there is more than one person named as **Owner** under this **Contract**, the **Owners'** obligations shall be joint and several at all times.
- 22.8 Where the **Owner** and the **Builder** have agreed any special conditions to apply to this **Contract**, these conditions are set out in **Item 23**.

23. RESOLUTION OF DISPUTES

Effective from 26 April 2017, if any dispute between the **Owner** and the **Builder** in connection with this **Contract** cannot be resolved by informal agreement either party may make an application to the Chief Dispute Resolution Officer (CDRO) of Domestic Building Dispute Resolution Victoria (DBDRV) under Part 4 of the *Domestic Building Contracts Act 1995*. For any referral made under Part 4, the party making the application must provide a copy of the referral to the other party within 5 days of making the original application.

The Victorian Civil and Administrative Tribunal (VCAT) will not accept your application unless it includes a DBDRV certificate of conciliation, confirming that the dispute was not suitable for DBDRV or could be resolved using the DBDRV services.

An application to DBDRV can be made online at: www.dbdrv.vic.gov.au

24. GST

- (a) In this clause "GST", "GST exclusive value", "GST registered", "tax invoice", "taxable supply" have the meanings assigned to them by the A New Tax System (Goods and Services Tax) Act 1999 and associated Acts and regulations.
- (b) (i) Unless expressly indicated otherwise all money sums stated, referred to or implied in this **Contract** - whether expressed as amount, sum, payment, price, cost, loss, deposit, claim, damages, premium,

profit, overheads, indemnity, interest, funds, expense, remuneration, refund, reimbursement, value, or any other relevant expression - are GST exclusive values.

(ii) For the above purposes the following sums are expressly GST inclusive values:

- The amounts set out in this **Contract** in respect of **Progress Payments**, the **Contract Price** and the **Deposit**;
- The amounts stated on **Progress** and **Final Claims**;
- The amounts paid, or to be paid, by the way of progress and final payments;
- **Prime Cost Items** and **Provisional Sums** set out in the **Contract**;
- Variation prices;

(c) A party who receives, pursuant to, arising from or in connection with this **Contract**, a taxable supply from the other party in consideration for any of the money sums referred to in (b)(i) above must, in addition to that money sum, also pay to the other party, at the same time and in the same manner, the GST applicable to that payment.

In certain circumstances Clause 24 can have the effect of a cost escalation clause to which section 15 of the **Act** applies. The **Owner** acknowledges receipt of the warning given by the **Builder** explaining the effects of this clause.

Signature/s of Owner/s

JM Mairs

CHAS MARRIS

CHAS MARRIS

SECTION B – APPENDIX**ITEM 1 OWNER**

Name(s):	Christopher Robert Maries	Jennifer Margaret Maries
ABN (if applicable):		ACN (if applicable):
Address:	1 Mitchells Run Doreen VIC, 3754	
Telephone No.:	(H): 0417 502 288	(B):
	(Fax):	(Mbl):
Email:	chrismaries@aim.com	

ITEM 2 BUILDER

Name(s): Diamond Property Developments Pty Ltd

ABN (if applicable):	26 069 359 842	ACN (if applicable):	069 359 842
Address:	PO Box 1124 RESEARCH VIC, 3095		
Telephone No.:	(H)	(B)	03 9357 5997
	(Fax) 03 9357 5998	(Mbl)	0405 534 114
Registered Building Practitioner No.:	DBU3870		
MBAV Membership No.:	229914		
Email:	colin@diamondpd.com.au		

ITEM 3 WARRANTY INSURANCE

Domestic Building Insurance Policy Type:	Job Specific
Policy No.(if known):	C754036
	VMIA
Name and Address of insurer: (if not known, to be provided pursuant to Clause 4.4):	Level 3, 332 Albert Street East Melbourne VIC 3002

¹ Please obtain legal advice to determine whether or not this particular work is exempt from this requirement. Members of Master Builders may obtain this advice, free of charge, from the Legal Department of the Association.

ITEM 4 LAND ON WHICH THE WORKS WILL BE PERFORMED

Land Address: 1 Mitchells Run
Doreen VIC, 3754

Lot No. 34 Volume No. 10732 Folio No. 636

Name(s) of registered Land owner(s): Christopher Robert Maries and Jennifer Margaret Maries

Lending Authority (if applicable):

ITEM 5 DESCRIPTION OF MAJOR DOMESTIC BUILDING WORK (i.e valued in excess of \$10,000)

Description: Bathroom Renovation as per plans

ITEM 6 SPECIFICATIONS (Note: Each party should sign each page of the Specifications)

Description: Tender Specification 01
54 Pages
30-8-2022
Architecture and Access
Maries Robert, Christopher-1 Mitchells Run, Doreen for Worksafe

ITEM 7 PLANS (Note: Each party should sign each page of the Plans)

Description: Plans Issued for Construction dated 5-12-2022
Project number 14662
Drawing numbers
A00, A01, A02, A03, A04, A05, A06, A07, A08, A09 all Revision C1
DD02 Revision P1, and a second plan DD02 Revision P1

ITEM 8 DETAILS OF OTHER DOCUMENTATION (Note: Each party should sign each page of the other documents)

Description(eg. engineer computations): Register Search Statement and plan of subdivision 5 pages
Architecture and Access Schedules Dated 30-8-2022 5 pages
Tender Form Dated 16th of September 2022
Diamond Property Developments Pty Ltd Tender no. 1266 dated 16-9-2022 1 page
Notice of Acceptance Letter From Architecture and Access dated 5-12-2022 3 pages

ITEM 9 CONSTRUCTION PERIOD (Note: The Builder should not commence the Works before the Cooling Off Period expires or before receiving a current Building Permit (and, if applicable, Planning Permit) relating to the Works.)

9.1 Anticipated Commencement Date (Clause 7.1) 1-2-2023 (optional)

Note: A starting date should only be specified if all permits have been obtained and issued prior to the date of the **Contract** and all other items listed in Clause 7.1(ii) have been or are expected to be received by the **Builder** prior to the anticipated **Commencement Date**. If no date is specified above, then the **Commencement Date** shall be determined under clause 7.1

OR as otherwise determined under Clause 7.1 of this **Contract**.

9.2 **Construction Period** - The **Builder** has made the following reasonable allowances:

CONSTRUCTION PERIOD		CALENDAR DAYS
A.	Delay as a result of inclement weather and Delay subsequently caused by the effect of inclement weather	3 Days
B.	Saturdays, Sundays, Public Holidays, Rostered Days Off and Other Foreseeable Breaks in the continuity of the Works	17 Days
C.	1. Delay that is reasonable having regard to the nature of the Contract OR 2. It is not possible to adequately estimate and allow for delays likely to be caused by the nature of this Contract , but the Builder reasonably anticipates that a likely cause of delay will be: (state cause or causes of likely delay) (C1 or C2 to be deleted)	0 Days
D.	Allowance for actual construction period not including delay Days	30 Days
E.	<u>TOTAL</u> CONSTRUCTION PERIOD INCLUDING DELAY DAYS (add A to D above)	50 Days

9.3 **Detailed description of any non domestic building work to be carried out under this Contract (if any);**

Description:

Amount **Builder** is to receive for non-domestic building work including GST \$ 0.00 (in figures)

ITEM 10	THE CONTRACT PRICE
10.1	The Contract Price <u>includes GST</u> and is Forty-Seven Thousand, Eight Hundred and Sixty-Eight Dollars and Seventy-Four Cents (refer to Clause 10.1) \$ 47,868.74 (in figures)

WARNING: Changes to the Price

The Price of this **Contract** is not fixed, but may be altered as a result of:

- the actual cost of **Prime Cost Items** and work for which **Provisional Sums** have been specified exceeding the estimates set out in the Contract [Refer Clause 8]
- variations [Refer Clauses 11 and 12]
- interest on overdue payments [Refer Clause 10.5]
- the Builder being required to obtain the **Foundations Data** [Refer Clause 13.1]
- any additional amounts payable for excavations or footings [Refer Clause 13]
- any order made by VCAT or other Court or Tribunal of competent jurisdiction
- GST [Refer Clause 24]

Ensure that you fully understand how the clauses dealing with these matters affect the Contract Price.

10.2 **The Deposit includes GST and is:** Two Thousand, Three Hundred and Ninety-Three Dollars and Forty-Four Cents (in words)

(refer to Clause 10.3) \$ 2,393.44 (in figures) (being 5.00 % of the **Contract Price**)

The **Deposit** to be paid by the **Owner** will not be more than:

- 5% of the **Original Contract Price** if the **Original Contract Price** is \$20,000 or more; OR
- 10% of the **Original Contract Price** if the **Original Contract Price** is less than \$20,000.

ITEM 11 SERVICES AND FEES THAT MAY OR MAY NOT BE INCLUDED IN THE CONTRACT PRICE

11.1 **SERVICES AND FACILITIES** Where the conveying, connection or installation of services and facilities are not included in the **Contract Price**, the **Owner** must pay for those services or facilities to be brought to the **Land** and connected to the **Works** and the **Builder** must provide an estimate of that cost.

*Note: Above, list the services that are included and excluded from the **Contract Price**. For the services not included in the **Contract Price**, list the estimated cost of Conveyancing, Connecting or Issuing Facility or Service to be paid to a third person by the **Owner**.*

11.2 **EXCLUDED SERVICE FEES** In relation to the services and facilities that are included in the **Contract Price**, the **Owner** must pay for the fees excluded from the **Contract Price** in the table below and the **Builder** must provide an estimate of those fees.

11.3 PLANNING AND BUILDING PERMITS

• Planning permit shall be obtained and paid by (Tick one box only): (if no box ticked, then Owner is responsible)	☐ Builder ☐ Owner - Estimated fees to obtain \$0.00 ☒ Not required/already obtained
• Building permit shall be obtained by (Tick one box only): (if no box ticked, then Owner is responsible) [Note: The appointment of a private building surveyor must be made by the Owner, but either the Builder or the Owner (or its agent) may obtain the Building Permit. See Clauses 4.1 & 11.16]	☐ Builder ☐ Owner ☒ Not required/already obtained
• Building permit shall be paid by (Tick one box only): (if no box ticked, then Owner is responsible)	☐ Builder ☐ Owner - Estimated fees to obtain \$0.00 ☒ Not required/already obtained

ITEM 12 Period for payment of **Progress Claims** (excluding Final Payment) (Clause 10.4)

14 Days after submission of each **Progress Claim** (if nothing stated, 7 Days after submission of each Progress Claim)

ITEM 13 Period for payment of **Final Claim** (Clause 16.2)

14 Days after **Completion** (if nothing stated, within 7 Days after **Completion**)

ITEM 14 **Defects Liability Period** (Clause 17)

90 Days (if nothing stated, no period)

ITEM 15 **Annual Interest Rate** Applicable to Late Payments (Adjusted Weekly Compounding) Clause 10.5)

15 % (if nothing stated, the rate fixed pursuant to Section 2 of the *Penalty Interest Rates Act 1983*)

ITEM 16 Contract works policy to be taken out by **Builder?** (Clause 5.1)

Yes

ITEM 17 **Public Liability Insurance** Indemnity Limit (Clause 5.1 (b))

\$20,000,000.00 (if nothing stated, \$5 million)

ITEM 18	FIXTURES AND FITTINGS NOT INCLUDED IN THE CONTRACT PRICE BUT SHOWN ON PLANS AND/OR SPECIFICATIONS (Strike out table if not applicable)	
	1.	5.
	2.	6.
	3.	7.
	4.	8.

ITEM 19	MATERIALS TO BE SUPPLIED BY, OR ITEMS OF WORK TO BE CARRIED OUT BY THE OWNER (Strike out table if not applicable)	
	Materials to be supplied by or work to be carried out by the Owner are to be stated in this Table. No warranties are given by the Builder , either express or implied, as to the suitability or otherwise of those materials or items of work stated in this table (Clause 10.6).	
	1.	5.
	2.	6.
	3.	7.
	4.	8.

ITEM 20 PRIME COST ALLOWANCES FOR PRIME COST ITEMS (if applicable)

Notes: Read these schedules with Clause 8 and the **Owner** should read the warning notice contained in Clause 8. These figures are based on prices obtained from the **Builder's** usual or preferred suppliers, and include the cost of local delivery of that item to the **Land** (Refer to Clause 8.4). The cost for installation, profit and overhead is generally included in the **Contract Price** (Refer to Clause 8.4) unless the amount expended on the **Prime Cost Item** is in excess of the sum allowed for that item.

	Description of each Prime Cost Item	Builder's Supply Allowance per item	Quantity of Components or Materials	Prime Cost Item Allowance	Builder's % Margin on Excess
1.	Supply of tiles	\$55.00	28	\$1,540.00	0%
2.		\$0.00	0	\$0.00	0%
3.		\$0.00	0	\$0.00	0%
4.		\$0.00	0	\$0.00	0%
5.		\$0.00	0	\$0.00	0%
6.		\$0.00	0	\$0.00	0%
7.		\$0.00	0	\$0.00	0%

ITEM 21 PROVISIONAL SUM ALLOWANCES for supplying labour and material for the work (if applicable)

Notes: Read these schedules with Clause 8 and the **Owner** should read the warning notice contained in Clause 8.

	Descriptions of each Provisional Sum Item	Estimated Quantity of Components or Materials	Builder's Allowance (including Labour) for each Component or Unit of Material	Total Provisional Sum Allowance for Labour and Material	Builder's % Margin on Excess
1.		\$0.00	0	\$0.00	0%
2.		\$0.00	0	\$0.00	0%
3.		\$0.00	0	\$0.00	0%
4.		\$0.00	0	\$0.00	0%
5.		\$0.00	0	\$0.00	0%
6.		\$0.00	0	\$0.00	0%
7.		\$0.00	0	\$0.00	0%

ITEM 22 PROGRESS PAYMENT TABLE (Clause 10.4) FORM 2 UNDER REGULATION 13(1)(b)

Progress Payments The parties agree that –

- (i) the progress payments set out in section 40 of the Domestic Building Contracts Act 1995 do not apply; and
- (ii) instead the stages and percentages of the **Contract Price** and amounts payable are as follows –

	Name of Stage	Work Involved in Stage <i>(If this stage is not the same as a stage defined in section 40(1) of the Domestic Building Contracts Act 1995, describe the work that is involved in this stage.)</i>	Percentage of total Contract Price	Amount of Progress Payment <i>(in \$ figures)</i>
	Claim 1	(Deposit) Deposit	5.00%	\$2,393.44
	Claim 2	Demolition and Rough in	25.00%	\$11,967.18
	Claim 3	Wall and floor linings	55.00%	\$26,327.81
	Claim 4	Final	15.00%	\$7,180.31
			0.00%	\$0.00
		(Final Payment)	0.00%	\$0.00
		TOTAL CONTRACT PRICE	100%(incl Deposit)	47,868.74
Note: the Total Contract Price must be the same amount as stated in Item 10.1				

Signature of Owner(s)	<u>JM. Marin</u>	<u>CRH</u>
Date	<u>13/12/2022</u>	<u>13/12/2022</u>
AND		
Signature of Builder	<u>[Signature]</u>	
Date	<u>13th December 2022</u>	

ITEM 23 SPECIAL CONDITIONS (Clause 22.8)

SC1-Architecture and Access Project Manager is appointed to Administer this contract on behalf of the owner and the owner warrants that the Project Manager has authority to administer this contract

Project Manager - Zahra Jafari

Organisation - Architecture and Access

Address - Level 5 369 Royal Parade Parkville 3052

Email - zjafari@archaccess.com.au

Phone - 1300-715-866

SC2 - Gallagher Bassett Services Workers Compensation Vic is the funding body to fund this contract

Accounts Payable - Gallagher Bassett Services Workers Compensation Vic

Address - Locked Bag 3570 GPO Melbourne Vic 3001

SECTION C - SCHEDULE - FORM 1

This Form Must Be Completed

SCHEDULE - FORM 1

Regulation 13(1)(a) of the Domestic Building Contract Regulations 2017

WARNING TO OWNER(S): CHANGE OF LEGAL RIGHTS

Under section 40 of the **Domestic Building Contracts Act 1995** (the **Act**) a builder cannot, under a major domestic building contract, charge more than a fixed percentage of the total **Contract Price** at the **Completion** of each stage of building a home.

The **Act** also allows the parties to a major domestic building contract to agree in writing to change the **Stages** and the percentage of the **Contract Price** to be paid at the **Completion** of each stage.

There are several ways in which a particular major domestic building contract can vary from the normal and which might mean that different stages and percentages to those fixed in section 40 of the **Act** are appropriate for that contract. These are exceptional cases. Some examples of these cases may include -

- where it is very expensive to prepare the **Land** for building for example, where the site is steep or rocky;
- where the home is so large that it will take a long time to complete, and intermediate progress payments are therefore required;
- where exceptionally expensive finishes are required, meaning that the final stage will represent a much larger proportion of the whole price;
- where significant work is required on a later stage of the contract before an earlier stage can be fully completed;
- where an architect is engaged to independently assess the value of completed work for **Progress Payments**.

You should not agree to progress payments that differ from those set out in section 40 of the **Act** unless your home is unusual in some way and you are **SURE THAT DIFFERENT PROGRESS PAYMENTS ARE NECESSARY** and you understand clearly why the change is needed in the case of your particular home. If you have any doubts, you could contact-

- Consumer Affairs Victoria; or
- Law Institute of Victoria; or
- Royal Australian Institute of Architects.

I/We acknowledge that I/we have read this warning before signing the Contract.

Signature of **Owner(s)**

13/12/2022

Date

SECTION D - CHECKLIST

Notice approved by the Director of Consumer Affairs Victoria pursuant to
Section 31(1)(r) of the *Domestic Building Contracts Act 1995*

Domestic Building Contracts Checklist

Before signing this legally binding contract, check this list:

- If the cost of the building work is more than \$16,000, has an insurance policy or certificate of currency for domestic building insurance covering your project been issued and provided to you? (Note: If not, the contract is conditional upon you receiving either an insurance policy or a certificate of currency for domestic building insurance.) YES or NO
- If this contract is conditional upon you receiving written approval for finance, have you obtained such approval? YES or NO
- Have you appointed a private building surveyor or has a municipal building surveyor been engaged? YES or NO
(Note: If not, you will need to choose and engage a building surveyor before your building work starts so that a building permit can be issued for your building work.)
If you answer 'NO' to any of the following questions that apply to your building project, you are not ready to sign the contract:*
- Have you had this contract long enough to read and understand it? YES or NO
- Have you been provided with evidence that the builder named in this contract is registered with the Victorian Building Authority? YES or NO
- Are the price and progress payments clearly stated? YES or NO
- Do you understand how the price is calculated and may be varied? YES or NO
- Has the builder assessed the suitability of the site for the proposed works? If tests are necessary, have they been carried out? YES or NO
- If a deposit is payable, is it within the legal limit?
The maximum under the *Domestic Building Contracts Act 1995* is:
(i) 10% if the price is less than \$20,000; or
(ii) 5% if the price is \$20,000 or more YES or NO
- Is the work shown and described clearly in the contract, plans and specifications and any other relevant documents (such as engineering computations or soil report)? YES or NO
- Are your special requirements or standards of finish included in the plans and specifications? YES or NO
- Are the commencement date and completion date clearly stated or capable of being worked out? YES or NO
- Do you understand the procedure for extensions of time? YES or NO
- Are any 'provisional sums' or 'prime cost items' clearly stated in the schedules and understood by you? YES or NO
- Do you understand the procedure for variations of plans and specifications? YES or NO
- Do you understand the circumstances in which you can end the contract? YES or NO
- Did your builder give you a copy of the Domestic Building Consumer Guide? YES or NO
If yes, insert the date on which you were given a copy of this guide? Date:/...../.....
- Have you read the Domestic Building Consumer Guide and the related information at consumer.vic.gov.au/building_guide? YES or NO

Note: This checklist does not form part of the contract.

I/we have read and completed this checklist:
(signed by owner/s)
Date:/...../.....

* Note: Not all of these questions will apply to a domestic building contract that covers a limited scope of work, for example, a contract that is limited to the preparation of building plans and specifications.

SECTION E - INSTRUMENT OF AGREEMENT

Signing Page

The **Builder** and the **Owner** agree that the **Builder** will carry out and complete the **Works** and the **Owner** will pay the **Contract Price** to the **Builder** in accordance with the terms and conditions of this **Contract**.

BUILDER

Signed by or for
and on behalf of
the **Builder**:

Diamond Property Developments Pty Ltd

Colin Belmore

(Name)

(Name)

Belmore

(Signature)

(Signature)

OWNER

Signed by or for
and on behalf of
the **Owner(s)**:

Jenny

(Name)

Marries

(Name)

[Signature]

(Signature)

(Signature)

CHRIS MARKS

(Name)

(Name)

[Signature]

(Signature)

(Signature)

DATE

Dated this *13th* day of *DECEMBER* 20*22*

NOTE TO BUILDERS

Insurances to meet your Legal and Contractual Obligations

Unless the type of work covered by this Contract is exempted¹, State Legislation and this Contract require you to hold or obtain a **complying** Home Warranty Insurance policy. You **must also** provide the owner with the copy of a certificate issued under that policy for the work covered by this contract [refer to Clause 4.3 or 4.4(d)].

The Contract also obliges you – or the Owner – to obtain Contract Works and Public Liability Insurance (See clauses 5.1 and 5.1(b).)

Through MBA Insurance Services, the Master Builders Association can help builders and owners meet all their insurance requirements.

MBA Insurance Services operates solely to deliver insurance products for and to the building and construction industry.

To arrange a quotation, cover or to obtain professional advice for

- Contract Works and Liability Insurance
- Warranty Insurance
- Any other form of General Insurance

Call 1800 150 888



CONTRACT

This contract is produced by the MASTER BUILDERS ASSOCIATION OF VICTORIA ["MASTER BUILDERS"] to help builders and owners who want to enter a contract for altering, renovating, repairing, extending or adding to an existing home in the State of Victoria.

It complies with the requirements set out in the Domestic Building Contracts Act 1995 for all **major domestic building contracts**.

PLEASE NOTE:

Master Builders does not represent that any person or organisation that uses this contract is, in fact,

- entitled under the laws, to enter a major domestic (or any) building contract, or
- a member of Master Builders.

Owners should check and verify that

- their builder holds the appropriate registration/s; by contacting the Victorian Building Authority on 1300 815 127
- he she or it is a member of Master Builders; by contacting the Association on **9411-4555** or **www.mbav.com.au**

For the above reasons Master Builders cannot and does not make any representation regarding - and accepts no responsibility or liability in respect of - the builder's performance or conduct under this particular contract.



ARCHITECTURE & ACCESS

Creating environments, transforming lives.

Architecture & Access (Aust) Pty Ltd | P +61 1300 715 866 | E info@architectureandaccess.com.au | Level 5, 369 Royal Parade
ABN 45 159 663 582 | F +61 3 9347 5982 | W architectureandaccess.com.au | Parkville VIC 3052 Australia

PROJECT:

Accessible Modification to Existing Residence

1 Mitchells Run, Doreen VIC 3754

PROJECT No.:

14662

STATUS:

CONSTRUCTION ISSUE

DISCLAIMER

This Architectural model is provided for reference only and is intended to represent the design intent and assist coordination.

Copyright of this model is vested and remains with Architecture & Access. The model shall not be reproduced or copied in whole or in part in any form, without the prior written approval of Architecture & Access.

Architecture & Access accepts no liability for the use of the file other than for the purposes of spatial coordination. It is a condition precedent of the provision of this data that the recipient indemnifies Architecture & Access against any and all claims in negligence for breach of statutory duty, or otherwise, arising from any other use of the model file.

This drawing and design is subject to copyright and may not be reproduced without prior written consent. It is to be used for construction only and is not to be used for any other purpose. It is to be used in conjunction with the other contract documents including the Project Specification & any Addendum. It is to be used for construction only and is not to be used for any other purpose. It is to be used in conjunction with the other contract documents including the Project Specification & any Addendum. It is to be used for construction only and is not to be used for any other purpose. It is to be used in conjunction with the other contract documents including the Project Specification & any Addendum.

No: C1
Date: 06/12/22
Revision: Construction Issue

No.	Date	Revision
C1	06/12/22	Construction Issue



ARCHITECTURE & ACCESS

Creating environments, transforming lives.

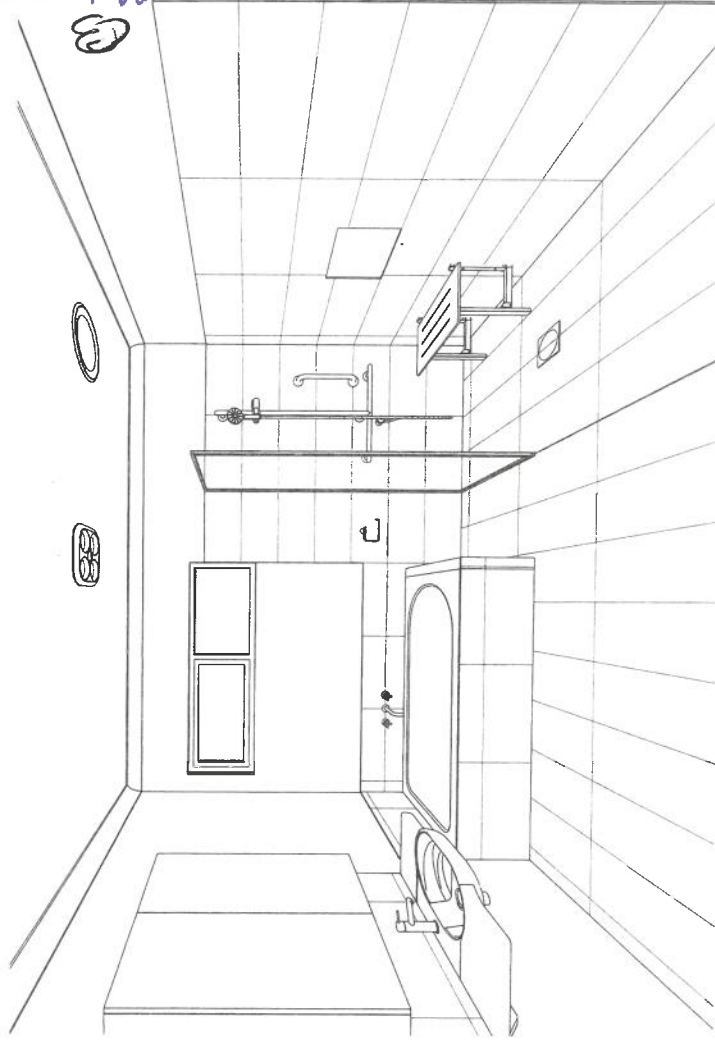
Architecture & Access (Aust) Pty Ltd | P +61 1300 715 866 | E info@architectureandaccess.com.au | Level 5, 369 Royal Parade
ABN 45 159 663 582 | F +61 3 9347 5982 | W architectureandaccess.com.au | Parkville VIC 3052 Australia

Structural Drawing

22-385 - SK1	Proposed bathroom & WC Plan - Ceiling Plan
22-385 - SK2	Proposed bathroom & WC Plan - Ground Floor Plan

Architectural Drawings

Sheet No.	Sheet Name	Rev.
A00	Cover Sheet	C1
A01	General Notes & Abbreviation	C1
A02	Existing & Demolition Plan	C1
A03	Proposed Bathroom & WC Plan	C1
A04	Proposed Bathroom Int. Elevations 1	C1
A05	Proposed Bathroom Int. Elevations 2	C1
A06	Proposed WC Int. Elevations 1	C1
A07	Proposed WC Int. Elevations 2	C1
A08	Construction Details	C1
A09	Door Schedule	C1



CONSTRUCTION ISSUE

Client:	Christopher Robert Marles	Project address:	1 Mitchells Run, Doreen VIC 3754	Project name:	Accessible Modification to Existing Residence	Scale @ A3:	C1
Drawing:	Cover Sheet	Checked by:	JJ	Project No:	14662	Drawing No:	A00
Drawn by:	VB	Rev No:	C1				

GENERAL NOTES (NCC 2019 BCA Vol 2)

THE TERM 'A & A' SHALL REFER TO ARCHITECTURE & ACCESS (AUST) PTY LTD. UNLESS OTHERWISE SPECIFIED, THE TERM 'BCA' SHALL REFER TO NATIONAL CONSTRUCTION CODE SERIES 2019 BUILDING CODE VOL. 2 AND ALL RELEVANT CURRENT AUSTRALIAN STANDARDS (AS AMENDED) REFERRED TO THEREIN.

AS 1288 - GLASS IN BUILDINGS - SELECTION AND INSTALLATION
AS 1428 - DESIGN FOR ACCESS AND MOBILITY
AS 1530 - METHODS FOR FIRE TESTS ON BUILDING MATERIALS, COMPONENTS AND STRUCTURES
AS 1562 - DESIGN AND INSTALLATION OF SHEET ROOF AND WALL CLADDING

AS 1684 - RESIDENTIAL TIMBER FRAMED CONSTRUCTION
AS 1860 - PARTICLEBOARD FLOORING - SPECIFICATIONS
AS 1884 - FLOOR COVERINGS - RESILIENT SHEET AND TILES
AS 2047 - WINDOWS IN BUILDINGS - SELECTIONS & INSTALLATIONS
AS 2049 - ROOF TILES

AS 2050 - INSTALLATION OF ROOF TILES
AS 2601 - THE DEMOLITION OF STRUCTURES
AS 2870 - RESIDENTIAL SLABS AND FOOTINGS
AS 3600 - CONCRETE STRUCTURES
AS 3660 - TERMITE MANAGEMENT

AS 3700 - MASONRY STRUCTURES
AS 3740 - WATERPROOFING OF DOMESTIC WET AREAS
AS 3786 - SMOKE ALARMS
AS 4055 - WIND LOADS FOR HOUSING

AS 4100 - STEEL STRUCTURES
AS 4773.2 - MASONRY IN SMALL BUILDINGS
AS/NZS 2465 - TEXTILE FLOOR COVERINGS
AS/NZS 2904 - DAMP-PROOF COURSES AND FLASHINGS

AS/NZS 3012 - ELECTRICAL INSTALLATIONS - CONSTRUCTION & DEMOLITION SITES
AS/NZS 3500 - PLUMBING AND DRAINAGE
AS/NZS 3666 - AIR-HANDLING AND WATER SYSTEMS OF BUILDINGS

AS/NZS 4662 - CERAMIC TILES - DEFINITIONS, CLASSIFICATIONS, CHARACTERISTICS AND MARKING

THESE PLANS HAVE BEEN PREPARED FOR THE EXCLUSIVE USE BY THE CLIENT OF A & A. ANY OTHER PERSON WHO USES OR RELIES ON THESE PLANS WITHOUT A & A'S WRITTEN CONSENT DOES SO AT THEIR OWN RISK AND NO RESPONSIBILITY IS ACCEPTED BY A & A FOR SUCH USE AND/OR RELIANCE.

THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL OTHER CONSULTANT'S DRAWINGS/DETAILS/SPECIFICATIONS AND WITH ANY OTHER WRITTEN INSTRUCTIONS ISSUED IN THE COURSE OF THE CONTRACT.

THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ANY HOUSE ENERGY RATING (HERS) REPORT AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STAMPED PLANS ENDORSED BY THE ACCREDITED THERMAL PERFORMANCE ASSESSOR WITHOUT ALTERATION.

THE CLIENT AND/OR THE CLIENT'S BUILDER SHALL NOT MODIFY OR AMEND THE PLANS WITHOUT THE KNOWLEDGE AND CONSENT OF A & A EXCEPT WHERE A REGISTERED BUILDING SURVEYOR MAKES MINOR NECESSARY CHANGES TO FACILITATE THE BUILDING PERMIT APPLICATION AND THAT SUCH CHANGES ARE PROMPTLY REPORTED BACK TO A & A.

SITE PLAN MEASUREMENTS IN METERS - ALL OTHER MEASUREMENTS IN MILLIMETRES. O.N.O FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS

THE BUILDER AND SUBCONTRACTORS SHALL CHECK AND VERIFY ALL DIMENSIONS, SETBACKS, LEVELS AND SPECIFICATIONS AND ALL OTHER RELEVANT DOCUMENTATION PRIOR TO THE COMMENCEMENT OF ANY WORKS. REPORT ALL DISCREPANCIES TO THIS OFFICE FOR CLARIFICATION. THE APPROVAL BY THIS OFFICE FOR A SUBSTITUTE MATERIAL, WORK PRACTICE, VARIATION OR THE LIKE IS NOT AN AUTHORIZATION FOR ITS USE OR A CONTRACT VARIATION.

ANY SAID VARIATIONS MUST BE ACCEPTED BY ALL PARTIES TO THE AGREEMENT AND WHERE APPLICABLE THE RELEVANT BUILDING SURVEYOR PRIOR TO IMPLEMENTING THE SAID VARIATION.

CONTRACTOR MUST ENSURE ALL NECESSARY PERMITS ARE OBTAINED AND ALL FEES ARE PAID FOR PRIOR TO THE COMMENCEMENT OF WORK.

AT ALL TIMES CONSTRUCTION SHALL BE CONDUCTED IN STRICT ACCORDANCE WITH THE OHS ACT, OHS REGULATIONS AND RELEVANT OHS CODES OF PRACTICE. THESE DRAWINGS MAY ONLY PERTAIN TO THE PERMANENT FINAL STATE OF THE PROPOSED STRUCTURE/CONSTRUCTION. THEY DO NOT NECESSARILY PERTAIN TO THE TEMPORARY STATE OF CONSTRUCTION OR THE CONSTRUCTION WORKPLACE, WHERE THE BUILDER SHALL ARRANGE FOR ALL NECESSARY DESIGN AND SPECIFICATION FOR ANY CONSTRUCTION AS REQUIRED. TO ENSURE STRUCTURE STABILITY, PREVENT STRUCTURE OVERSTRESS AND ENSURE WORKPLACE SAFETY, SINCE THESE WORKS DEPEND ON PARTICULAR EXCAVATION, PROPPING, SHORING, HANDRAILS, BARRIERS, ERECTION METHODS, PERSONAL PROTECTION EQUIPMENT ETC.

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

The drawing and design is subject to copyright and may not be reproduced without prior written consent. This document is the property of Architecture & Access Pty Ltd. It is to be used for the project specified and is not to be used for any other purpose. The Client acknowledges that the design is preliminary and is subject to change without notice. The Client agrees to indemnify and hold the Architect harmless from and against all claims, damages, costs and expenses, including legal fees, arising from or in connection with the use of the design for any purpose other than that for which it was prepared.

No.	Date	Revision
CL	05/12/22	Construction Issue



ARCHITECTURE & ACCESS

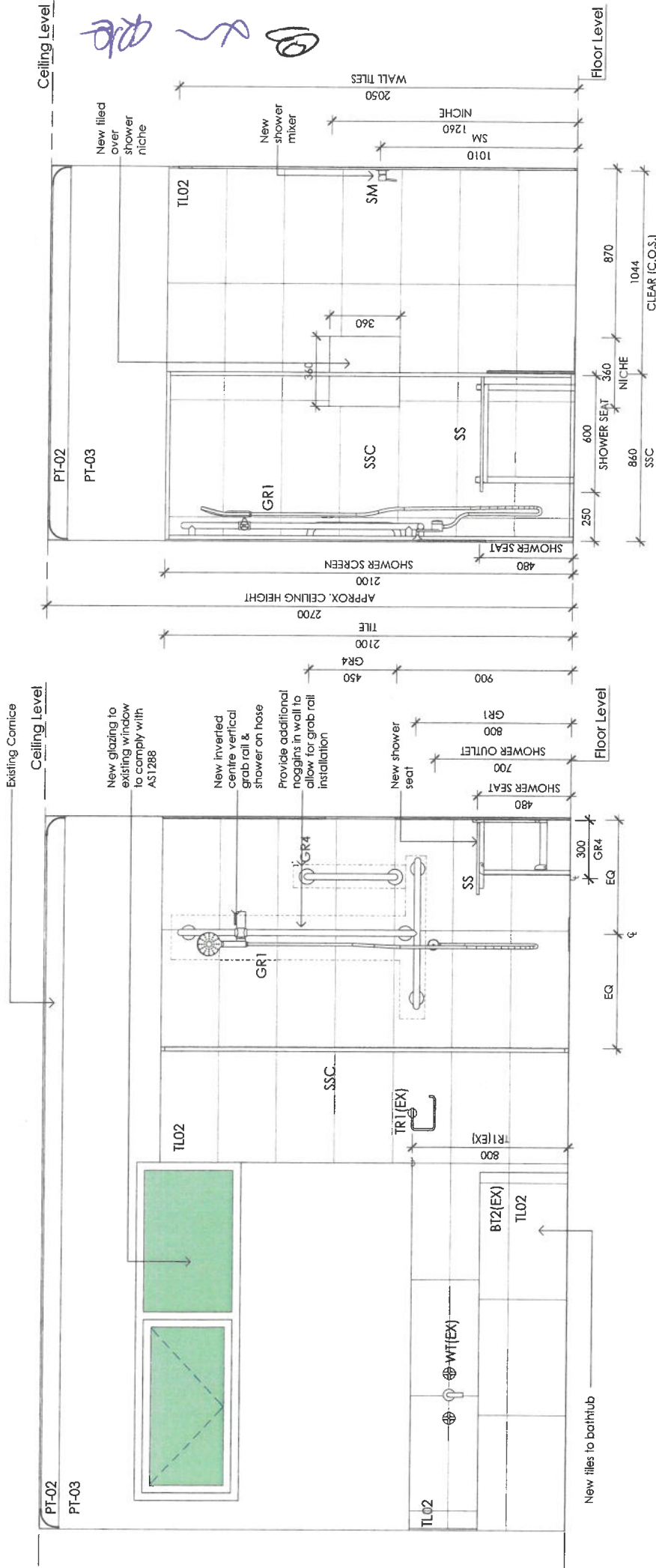
Creating environments, transforming lives.

Architecture & Access (Aust) Pty Ltd P +61 1300 715 866 E info@architectureandaccess.com.au
ABN 45 159 663 592 F +61 3 9347 5982 W architectureandaccess.com.au

Level 5, 369 Royal Parade
Parkville, Vic 3052 Australia

CONSTRUCTION ISSUE

Client:	Christopher Robert Marles
Project address:	1 Mitchells Run, Doreen VIC 3754
Project name:	Accessible Modification to Existing Residence
Drawing:	General Notes & Abbreviation
Drawn by:	VB
Checked by:	ZJ
Project No:	14462
Drawing No:	A01
Scale @ A3:	
Rev No:	C1



Elevation A
Scale : 1 : 20

Elevation B
Scale : 1 : 20



This drawing and design is subject to copyright and may not be reproduced without prior written consent. The client agrees to indemnify and hold the architect harmless from all claims, damages, costs and expenses, including the Project Specification, and any other documents, in connection with the project. Access during the course of the contract. Conflicts must be resolved by the architect. The architect shall be responsible for all drawings, specifications and documents prepared over the course of the project.

No: C1 Date: 05/12/22 Revision: Construction Issue

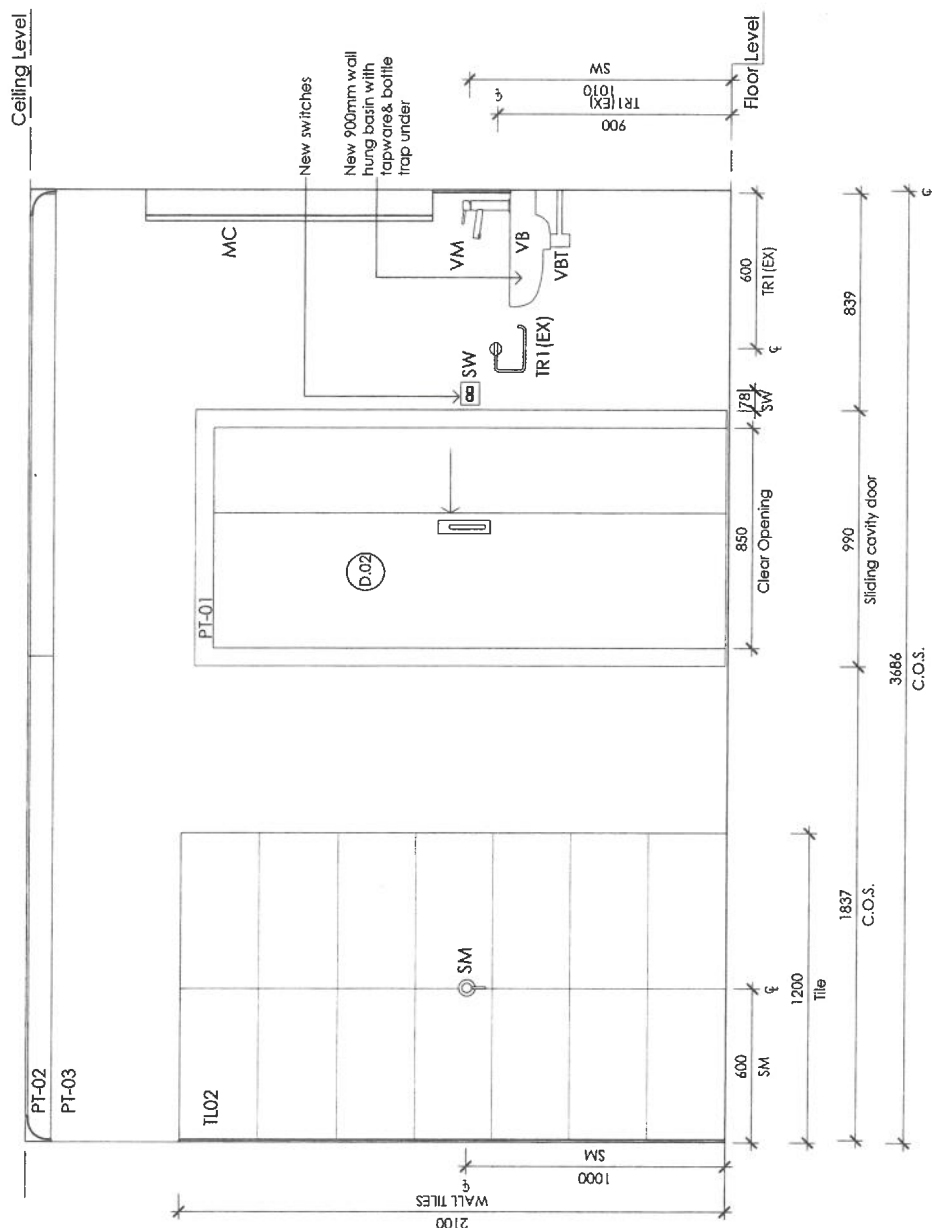
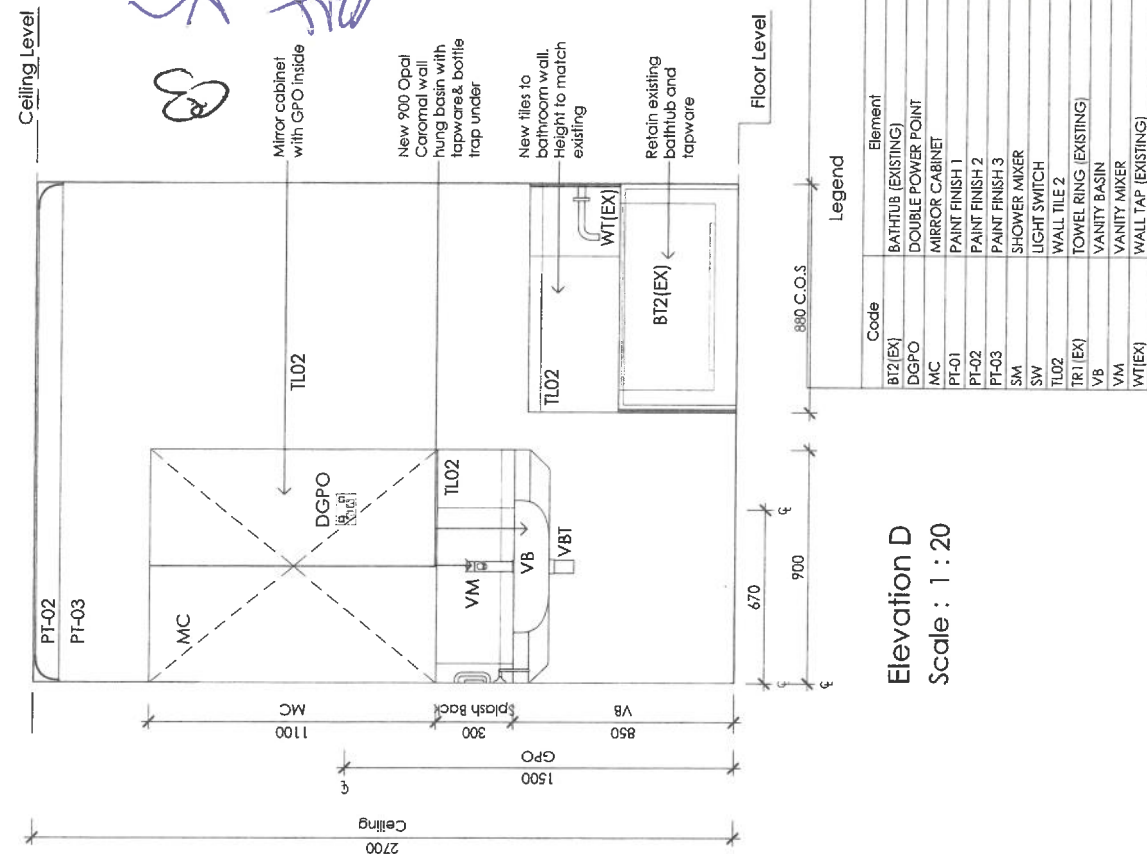


ARCHITECTURE & ACCESS
Creating environments, transforming lives.

Architecture & Access (Aust) Pty Ltd
ABN 45 159 663 582
P +61 1300 715 866
E info@architectureandaccess.com.au
W architectureandaccess.com.au
Level 5, 369 Royal Parade
Parkville Vic 3052 Australia

CONSTRUCTION ISSUE

Client: Christopher Robert Marles
Project address: 1 Mitchells Run, Doreen VIC 3754
Project name: Accessible Modification to Existing Residence
Drawing: Proposed Bathroom Int. Elevations 1
Drawn by: VB Checked by: ZJ Project No: 14662 Drawing No: A04 Rev No: C1
Scale @ A3:



This drawing and design is subject to copyright and may not be reproduced without prior written consent. This drawing must be read in conjunction with the other contract documents including the project specification & any instructions issued by Architectural Access during the course of the contract. Contractor must verify all dimensions on site prior to commencing any work or shop drawings. Written measurements take precedent over scale.

No:	Date:	Revision:
CI	05.12.22	Construction Issue

No:	Date:	Revision:
CI	05/12/22	Confusion Issue

ARCHITECTURE
& ACCESS

Creating environments, transforming lives.

Architecture & Access (Aust) Pty Ltd
 ABN 45 159 663 582
 P +61 1300 715 866
 E info@architectureandaccess.com.au
 F +61 3 9347 5982
 W architectureandaccess.com.au
 Level 5, 369 Royal Parade
 Parkville Vic 3052 Australia

CONSTRUCTION ISSUE

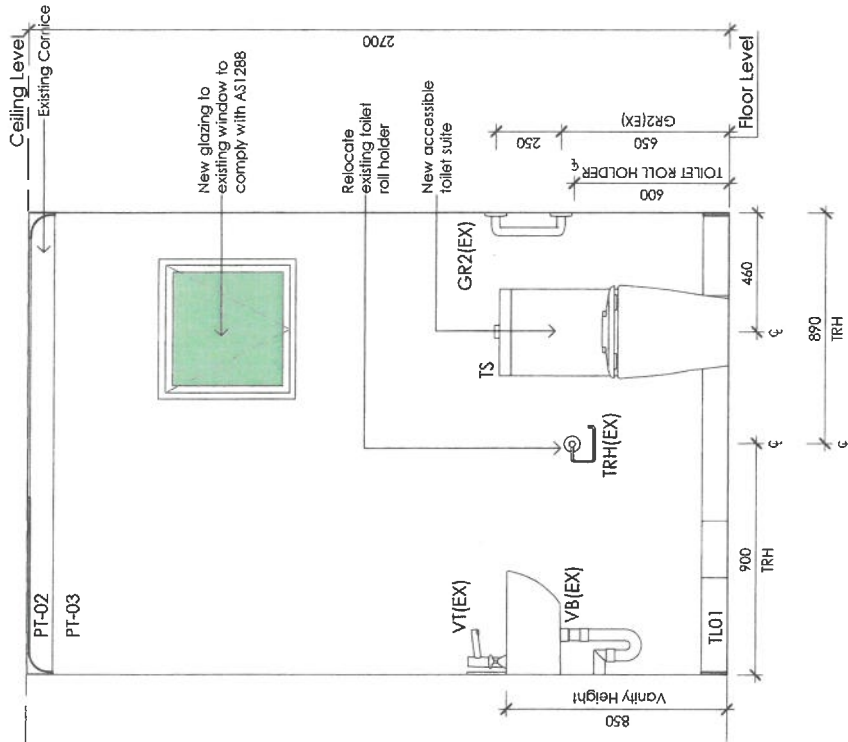
Client: **Christopher Robert Maries**

Project address: 1 Mitchells Run, Doreen VIC 3754

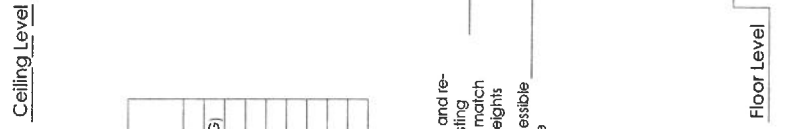
Project name: Accessible Modification to Existing Residence

Drawing: **Proposed Bathroom Int. Elevations 2** Scale @ A3:

Drawn by: VB	Checked by: LH	Project No: 14662	Drawing No: A05	Rev No: C1
--------------	----------------	-------------------	-----------------	------------



Elevation E
Scale : 1 : 20



Elevation F
Scale : 1 : 20



This drawing and design is subject to copyright and may not be reproduced without prior written consent. No part of this drawing may be used in conjunction with the Project Specification & any instructions issued by Architecture & Access Pty Ltd. The Client must verify all dimensions on site prior to commencing any work or shop fabrication of elements to ensure compliance with the Project Specification & any instructions issued by Architecture & Access Pty Ltd.

No. :
CL

Date: 05/12/22

Revision: Construction Issue

This drawing and design is subject to copyright and may not be reproduced without prior written consent. No part of this drawing may be used in conjunction with the Project Specification & any instructions issued by Architecture & Access Pty Ltd. The Client must verify all dimensions on site prior to commencing any work or shop fabrication of elements to ensure compliance with the Project Specification & any instructions issued by Architecture & Access Pty Ltd.

No. :
CL

Date: 05/12/22

Revision: Construction Issue



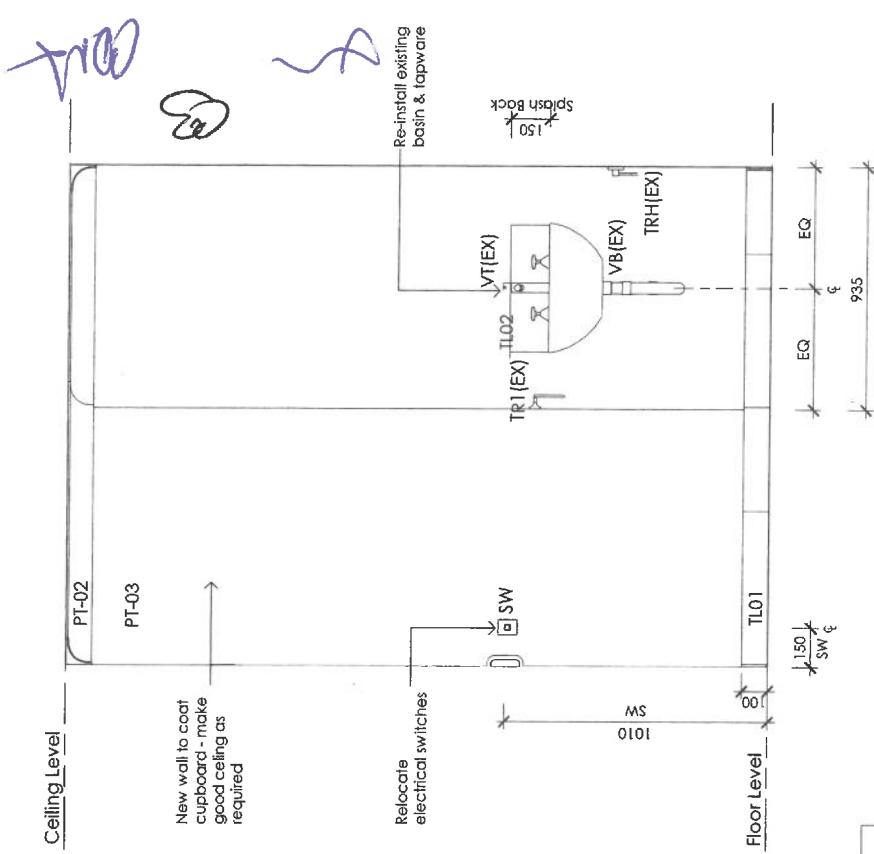
ARCHITECTURE & ACCESS
Creating environments, transforming lives.

Architecture & Access (Aust) Pty Ltd
P +61 1300 715 865
F +61 3 9347 5982
E info@architectureandaccess.com.au
W architectureandaccess.com.au

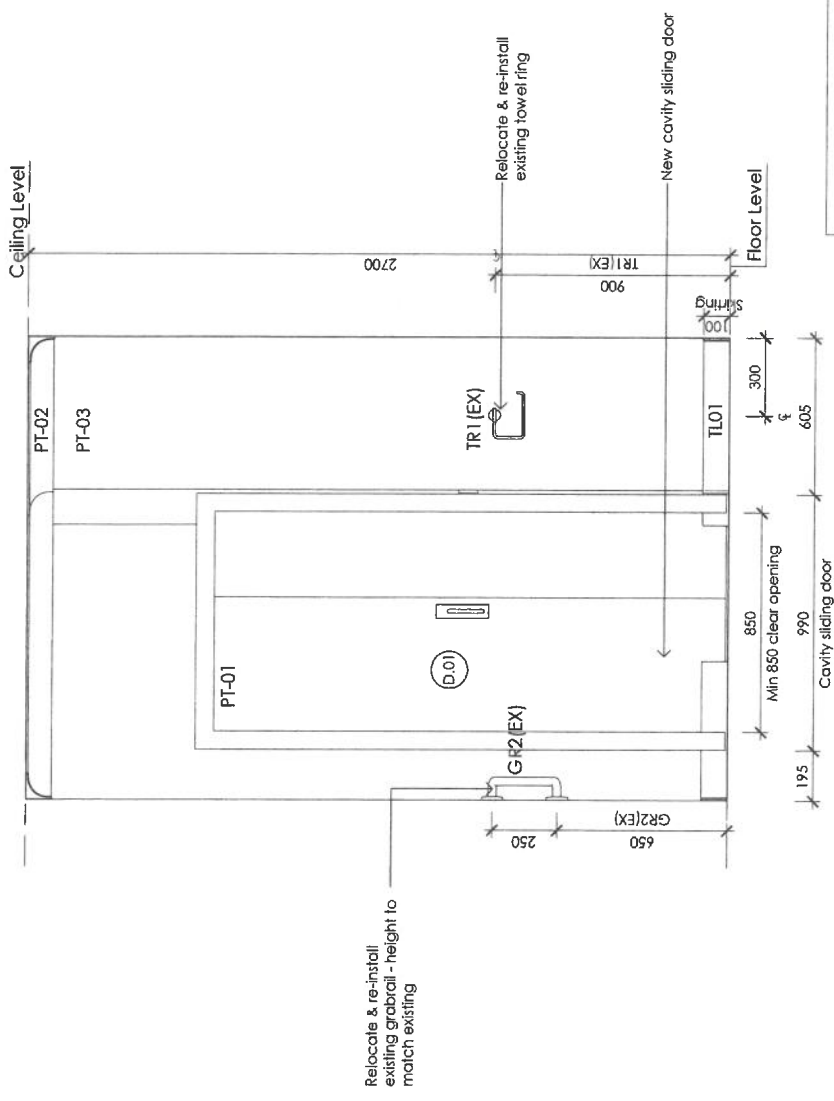
Level 5, 369 Royal Parade
Parkville Vic 3052 Australia

CONSTRUCTION ISSUE

Client: Christopher Robert Marles
Project address: 1 Mitchells Run, Doreen VIC 3754
Project name: Accessible Modification to Existing Residence
Drawing: Proposed WC Int. Elevations 1
Drawn by: VI Checked by: LH Project No: 14662 Drawing No: A04 Rev No: C1



Elevation H
Scale : 1 : 20



Elevation G
Scale : 1 : 20

Legend	
Code	Element
GR2(EX)	ANGLED GRAB RAIL - WC (EXISTING)
PT-01	PAINT FINISH 1
PT-02	PAINT FINISH 2
PT-03	PAINT FINISH 3
SW	LIGHT SWITCH
TL01	FLOOR TILE 1
TL02	WALL TILE 2
TR1(EX)	TOWEL RING (EXISTING)
TRH(EX)	TOILET ROLL HOLDER (EXISTING)
VB(EX)	VANITY BASIN (EXISTING)
VT(EX)	VANITY TAP (EXISTING)

CONSTRUCTION ISSUE

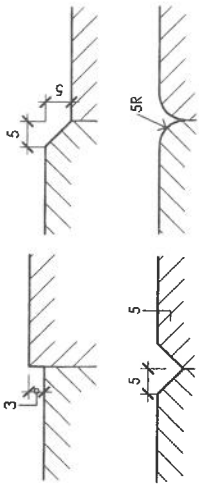


Level 5, 369 Royal Parade
Parkville VIC 3052 Australia
P +61 3 9347 5962 F +61 3 9347 5962
E info@architectureandaccess.com.au W architectureandaccess.com.au

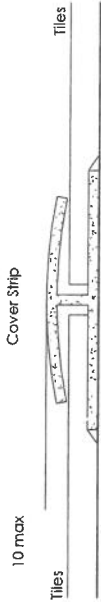
Client:	Christopher Robert Marles
Project address:	1 Mitchells Run, Doreen VIC 3754
Project name:	Accessible Modification to Existing Residence
Drawing:	Proposed WC Int. Elevations 2
Drawn by:	VB
Checked by:	ZJ
Project No:	14442
Drawing No:	A07
Scale @ A3:	Scale @ A3:
Rev No:	C1

No.	Date	Revision
CL	05/12/22	Construction Issue

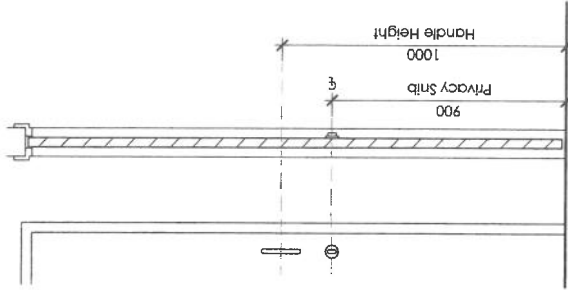
This drawing and design is subject to copyright and may not be reproduced without prior written consent. This drawing must be kept in conjunction with the Project Specification & any instructions issued by Architecture & Access. Construction must verify all dimensions on site prior to commencing any work or shop drawings. All dimensions take precedent over scale.



Paving Tolerances
Scale : 1 : 1



Typical Floor Junction Detail
Scale : 1 : 1



Door Handles Heights
Scale : 1 : 20



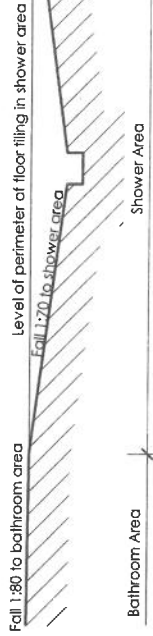
SLIDING DOOR CLEARANCE DETAILS
Scale : 1 : 20

This drawing and design is subject to copyright and may not be reproduced without prior written consent. Any drawing must be read in conjunction with the Project Specification & any instructions issued by Architecture & Access. Construction must verify all dimensions on site prior to commencing any work or shop drawings. With all measurements take precedent over plan.

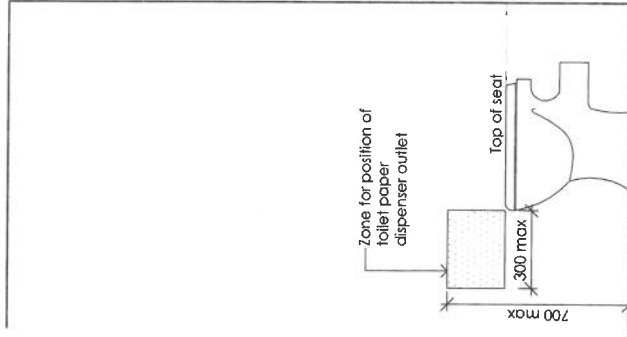
No.	Date	Revision
C1	05/12/22	Construction Issue



Architecture & Access (Aust) Pty Ltd
ABN 45 159 663 562
P +61 3 9347 5982
E info@architectureandaccess.com.au
W architectureandaccess.com.au
Level 5, 369 Royal Parade
Parkville VIC 3052 Australia



FLOOR GRADES AT BATHROOM + SHOWER FLOORS
Scale : 1 : 5

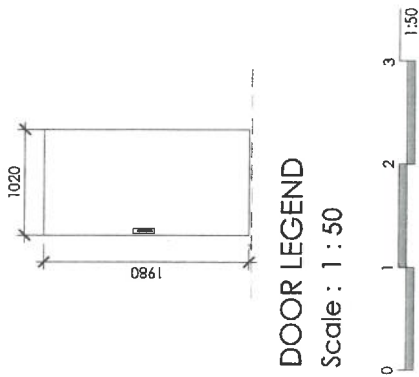


Paper Dispenser Location
Scale : 1 : 20

CONSTRUCTION ISSUE

Client:	Christopher Robert Marles
Project address:	1 Mitchells Run, Doreen VIC 3754
Project name:	Accessible Modification to Existing Residence
Drawing:	Construction Details
Drawn by:	V8
Checked by:	Z1
Project No:	14442
Drawing No:	A08
Rev No:	C1

Handwritten notes and signatures at the top of the page.



DOOR LEGEND
Scale : 1 : 50

Door Schedule										
Door Type	Location	Description	Clear Opening	Panel Height	Panel Finish	Frame Type	Hardware	Lock/Latch	Accessories	Notes
D.01	Toilet	Single cavity slider	min. 850	2040	Paint finish - colour to match existing	Kiln dried hardwood frame & architrave	Heavy duty	Privacy lockset with accessible lever snib escutcheons kit for cavity sliding door hook bolt	N/A	Internal flush door with honeycomb core (H1) non solid.
D.02	Bathroom	Single cavity slider	min. 850	2040	Paint finish - colour to match existing	Kiln dried hardwood frame & architrave	Heavy duty	Privacy lockset with accessible lever snib escutcheons kit for cavity sliding door hook bolt	N/A	Internal flush door with honeycomb core (H1) non solid.

CONSTRUCTION ISSUE



No.	Date:	Revision:
C1	05/12/22	Construction Issue

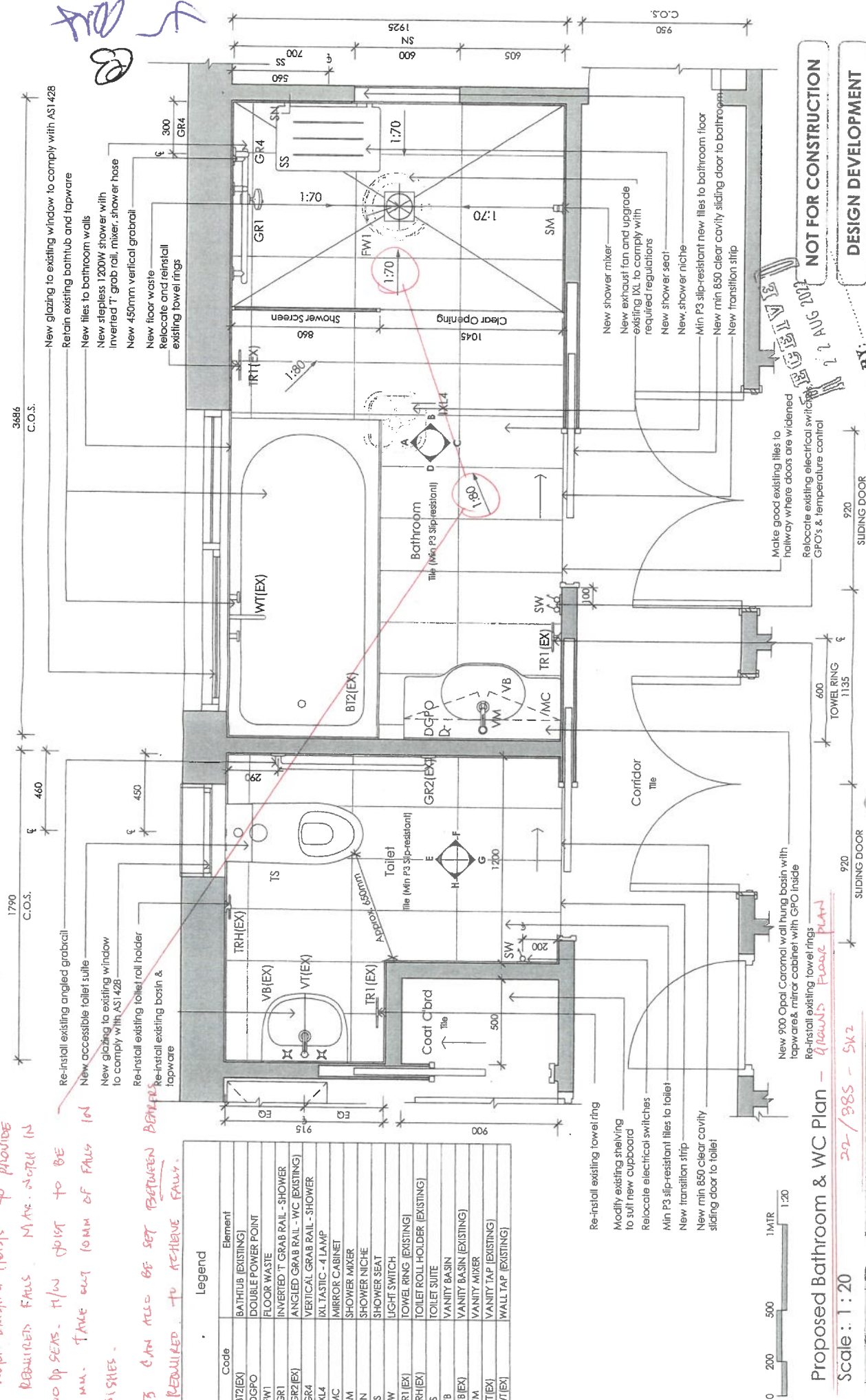
This drawing and design is subject to copyright and may not be reproduced without the prior written consent of Architecture & Access. This drawing is to be used in conjunction with the other contract documents including the Project Specification & any Addenda. The Contractor shall verify all dimensions on drawings. Written measurements take precedent over scale.

Client: Christopher Robert Marles
Project address: 1 Mitchell's Run, Doreen VIC 3754
Project name: Accessible Modification to Existing Residence
Drawing: Door Schedule
Scale @ A3:
Drawn by: VB Checked by: ZI Project No: 14662 Drawing No: A09 Rev No: C1

NOTE : NORTH BRISTOL THOISTS TO PROVIDE
REQUIRED FALLS. MARE. NOTED IN
100 DP SEAS. T/W JOIST TO BE
20mm. TAKE EXT FORM OF FALLS IN
FINISHES.

JOINTS CAN ALSO BE SET BETWEEN IF REQUIRED TO ACHIEVE SAW.

Code	Element
B72[EX]	BATHUB (EXISTING)
DGPO	DOUBLE POWER POINT
FW1	FLOOR WASTE
GR1	INVERTED T GRAB RAIL - SHOWER
GR2[EX]	ANGLED GRAB RAIL - WC (EXISTING)
GR4	VERTICAL GRAB RAIL - SHOWER
IXL4	IXL TASTIC - 4 LAMP
IMC	MIRROR CABINET
SM	SHOWER MIXER
SN	SHOWER NICHE
SS	SHOWER SEAT
SW	LIGHT SWITCH
TRI [EX]	TOWEL RING (EXISTING)
TRH[EX]	TOILET ROLL HOLDER (EXISTING)
TS	TOILET SUITE
VB	VANITY BASIN
VB[EX]	VANITY BASIN (EXISTING)
VM	VANITY MIXER
VT[EX]	VANITY TAP (EXISTING)
WT[EX]	WALL TAP (EXISTING)



Re-install existing towel rings

Scale: 1:20

is drawing and design is subject to copyright and may not be reproduced without prior written consent. This drawing must be read in conjunction with the other contract documents including the Project Specification and any instructions issued by Architecture + Interiors during the course of the contract. Contractors must verify all dimensions on drawings prior to commencing any work or shop drawings. Written measurements take precedent over scale.

No:	Date:	Revision:
P0	19.07.22	Schematic Design
P1	08.08.22	Design Development

26/8/22

**ARCHITECTURE
& ACCESS**
Creating environments, transforming lives.

Architecture & Access (Aust) Pty Ltd
ABN 45 159 663 582
P +61 3 9347 5982
E info@architectureandaccess.com.au
W architectureandaccess.com.au
Level 5, 369 Royal Parade
Parkville Vic 3052 Australia

NOT FOR CONSTRUCTION

DESIGN DEVELOPMENT

Client:	Christopher Robert Marles		
Project address:	1 Mitchells Run, Darebin VIC 3754		
Project name:	Accessible Modification to Existing Residence		
Drawing:	Proposed Bathroom & WC Plan		
Drawn by:	ZJ	Checked by:	LH
		Project No:	14442
		Drawing No:	D002
		Scale @ A3:	1 : 20
		Rev No:	P1



**ARCHITECTURE
& ACCESS**
Creating environments, transforming lives.

SCHEDULES

CLIENT NAME	Christopher Robert Maries
PROJECT NUMBER	14662
PROJECT ADDRESS	1 Mitchells Run, Doreen VIC 3754
STATUS	Construction Issue

REV	DATE	REASON
C1	5/12/2022	Construction Issue

FINISHES SCHEDULE

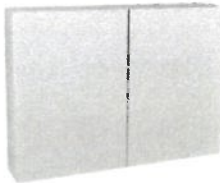
CLIENT NAME	Christopher Robert Maries
PROJECT NUMBER	14662
PROJECT ADDRESS	1 Mitchells Run, Doreen VIC 3754
STATUS	Construction Issue
REVISION	C1

CODE	DESCRIPTION	LOCATION	PRODUCT SPECIFICATION	IMAGE	NOTES
PT-01	PAINT FINISH WALLS WET	Bathroom / WC	NAME: Wash&Wear +PLUS Anti-Bac CODE: - COLOUR/ FINISH: Match Existing - TBC with Client MANUFACTURER/SUPPLIER: Dulux		Or equal water based anti-bacterial paint.
PT-02	PAINT FINISH CORNICES	Bathroom / WC	NAME: enviro2™ Water Based Enamel CODE: - COLOUR/ FINISH: Match Existing - TBC with Client MANUFACTURER/SUPPLIER: Dulux		Or equal water based anti-bacterial paint.
PT-03	PAINT FINISH ARCHITRAVES	Bathroom / WC	NAME: enviro2™ Water Based Enamel CODE: - COLOUR/ FINISH: Match Existing - TBC with Client MANUFACTURER/SUPPLIER: Dulux		Or equal water based anti-bacterial paint.
PT-04	PAINT FINISH CEILINGS WET	Bathroom / WC	NAME: Ceiling White +PLUS Kitchen&Bathroom CODE: - COLOUR/ FINISH: Match Existing - TBC with Client MANUFACTURER/SUPPLIER: Dulux		Or equal water based anti-bacterial paint.
TL01	TILES FLOOR	Bathroom	CODE: TBC with Client SIZE: 300x600mm COLOUR/ FINISH: TBC with Client MANUFACTURER/SUPPLIER: National Tiles		Slip Resistant P3/R10 Provisional sum for floor tile - \$55 sqm
TL02	TILES WALL	Bathroom	CODE: TBC with Client SIZE: 300x600mm COLOUR/ FINISH: TBC with Client MANUFACTURER/SUPPLIER: National Tiles		Wall tiles to align with setout of floor tile. Provisional sum for floor tile - \$55 sqm

f B OLS

FIXTURES&FITTINGS SCHEDULE BATHROOM

CLIENT NAME	Christopher Robert Maries
PROJECT NUMBER	14662
PROJECT ADDRESS	1 Mitchells Run, Doreen VIC 3754
STATUS	Construction Issue
REVISION	C1

CODE	DESCRIPTION	LOCATION	PRODUCT SPECIFICATION	IMAGE	NOTES
FW1	FLOOR WASTE	Bathroom	NAME: Harper Square Floor Waste CODE: 10483 COLOUR/ FINISH: Brushed Brass MANUFACTURER/SUPPLIER: ABI Interiors		
SSC	GLAZED PANEL	Bathroom	NAME: Framed fixed Shower Glazed Panel SIZE: 860 x 2100 COLOUR/ FINISH: MANUFACTURER/SUPPLIER: Builder		Wall bracket
GR1	GRAB RAIL 1 - SHOWER	Bathroom	NAME: HS Shower Rail WT 700x1100mm - MF CODE: HS 071 AW MF COLOUR/ FINISH: Antimicrobial White MANUFACTURER/SUPPLIER: Con-SERV		
GR4	GRAB RAIL 4 - STRAIGHT	Bathroom	NAME: HS Straight Rail AW 450mm CODE: HS 450 AW COLOUR: Antimicrobial White MANUFACTURER/SUPPLIER: Con-SERV		
MC	MIRROR CABINET	Bathroom	NAME: Posh Bristol MK2 Mirror Cabinet 2 Door CODE: 9502565 COLOUR/ FINISH: White SIZE: 900W x 800H MANUFACTURER/SUPPLIER: Reece		
SB	SHOWER BRACKET	Bathroom	NAME: Glide Slide Handset Cradle CODE: HC 024 AW COLOUR/ FINISH: Antimicrobial White MANUFACTURER/SUPPLIER: Con-Serv		
SH	SHOWER HOSE	Bathroom	NAME: SOLA Shower Hose 1500mm CODE: 13408 COLOUR/ FINISH: Brushed Brass MANUFACTURER/SUPPLIER: ABI Interiors		

Handwritten signatures and initials: A stylized 'X' mark, a circled '2', and a signature that appears to be 'C.R. Maries'.

FIXTURES&FITTINGS SCHEDULE BATHROOM

CLIENT NAME	Christopher Robert Marles
PROJECT NUMBER	14662
PROJECT ADDRESS	1 Mitchells Run, Doreen VIC 3754
STATUS	Construction Issue
REVISION	C1

CODE	DESCRIPTION	LOCATION	PRODUCT SPECIFICATION	IMAGE	NOTES
SM	SHOWER MIXER	Bathroom	NAME: Kado Era Shower Mixer CODE: 9507546 COLOUR/ FINISH: Brushed Brass MANUFACTURER/SUPPLIER: ABI Interiors		
SN	SHOWER NICHE	Bathroom	NAME: Universal Shower Base - 360 x 360 Tile Over Niche CODE: -- COLOUR/ FINISH: -- MANUFACTURER/SUPPLIER: Universal Shower Base		
SR	SHOWER ROSE	Bathroom	NAME: KINGSLEY Hand Shower CODE: 12645 COLOUR/ FINISH: Brushed Brass MANUFACTURER/SUPPLIER: ABI Interiors		

FIXTURES&FITTINGS SCHEDULE BATHROOM

CLIENT NAME	Christopher Robert Maries
PROJECT NUMBER	14662
PROJECT ADDRESS	1 Mitchells Run, Doreen VIC 3754
STATUS	Construction Issue
REVISION	C1

CODE	DESCRIPTION	LOCATION	PRODUCT SPECIFICATION	IMAGE	NOTES
SS	SHOWER SEAT	Bathroom	NAME: Folding Shower Seat with drain holes CODE: Type 520 SIZE: 600W x 400D COLOUR: White Acrylic MANUFACTURER/SUPPLIER: Handrail Industries		
TS	TOILET SUITE ACCESSIBLE	WC	NAME: Life Assist FTW Rimless CODE: J2750SNW COLOUR: Porcelain White MANUFACTURER/SUPPLIER: JohnsonSuisse		
VB	VANITY BASIN WALL MOUNTED	Bathroom	NAME: Caroma 900 Opal Twin Wall Basin 1 Taphole CODE: 632510W COLOUR: Ceramic White MANUFACTURER/SUPPLIER: Caroma		
VBT	VANITY BOTTLE TRAP	Bathroom	NAME: Microtrap with Chrome Pop Up CODE: IFO15917 COLOUR: Chrome MANUFACTURER/SUPPLIER: Enware		
VM	VANITY MIXER	Bathroom	NAME: Kado Era Basin Mixer CODE: 9507562 COLOUR/ FINISH: Brushed Brass MANUFACTURER/SUPPLIER: ABI Interiors		
IXL	IXL HEAT LAMP	Bathroom	NAME: IXL Tastic Sensation 3 in 1 - Bathroom Heather, Exhasust fan & Light CODE: - COLOUR/ FINISH: White MANUFACTURER/SUPPLIER: Builder		

TENDER FORM

COMPLETE IN FULL AND LODGE WITH PROJECT MANAGER

To: Zahra Jafari
Architecture & Access
Level 5, 369 Royal Parade Parkville VIC 3052
Phone: 1300 715 866

Closing Date/time: No later than **12pm Friday 16th September 2022**

I/We Diamond Property Construction Group Pty Ltd (tenderer's name)
Registration no. CDB-U 53823 & DB-U 3870 (CDB-U & DB-U)
of Factory 37, 35-37 Jesica Road, Campbellfield VIC 3061 (address)

hereby tender to perform the work at:

1 Mitchells Run, Doreen

1. I offer to carry out the Works described below in accordance with the attached Contract Documents listed below, for the fixed lump sum price of:

TOTAL (excluding GST)	\$ 43,517.04
GST Component	\$ 4,351.70
TOTAL (including GST)	\$ 47,868.74

Forty Seven Thousand, Eight Hundred and Sixty Eight

2. Dollars and Seventy Four Cents (the "Contract Sum").
3. I offer to commence the Works within (30) working days after acceptance of this offer (subject to building permit).
4. I offer to complete the Works within (30) working days after commencement of works on site.
5. I agree to hold this offer open for acceptance for sixty (60) days. I agree that this offer may be accepted by notice in writing delivered to the Contractor's representative personally or to the address of the Contractor stated below. A notice of acceptance of offer will be deemed to be given or made by email.
6. I acknowledge that the attached Contract Documents listed below form part of this offer, in accordance with the following documents and specifications:

Architectural Drawings A00-A09 Tender Issue

Tender Specification & Schedules

Engineering to be supplied

Tender Addenda No. 1

(Builder to note any addenda issues during tender period above).

Signed by [Signature] (Company Directors)

Dated this 16TH (day) September (month) 20 22

[Handwritten signatures]

TENDER SCHEDULE OF COSTS

(To be completed and returned with the tender)
Tender Reference No. 14662

Item	Component	Cost (ex GST)
Contractors Preliminaries		
1.	Insurance	\$
2.	Rubbish	\$
3.	Cleaning	\$
4.	<i>Preliminaries Subtotal</i>	\$
Bathroom & Toilet		
5.	Demolition	\$
6.	Carpentry	\$
7.	Plumbing	\$
8.	Electrical	\$
9.	Tiling & Waterproofing (Floor and Wall Tiling)	\$
10.	Provisional sum for floor tile - \$55 per sqm	\$
11.	Provisional sum for floor tile - \$35 per sqm	\$
12.	Painting	\$
13.	Fixtures	\$
14.	Other	\$
15.	<i>Bathroom & Toilet Subtotal</i>	\$
16.	Overall Subtotal	\$
17.	GST	\$
18.	TOTAL TENDER PRICE	\$

Creating environments, transforming lives.



05 Dec 2022

Colin Belmore
Diamond Property Developments Pty Ltd
P.O. Box 1124
Research VIC 3095

Dear Colin Belmore,

Notice of Acceptance

Project: Maries Robert, Christopher - 1 Mitchells Run, Doreen

Our Ref: 14662

GBS Claim Number: 04190102863

On behalf of GBS, I confirm that the GBS has accepted your tender dated **16th Sep 2022** for the proposed building works for the following project; **"Maries Robert, Christopher - 1 Mitchells Run, Doreen"**. The contract sum is for the total amount of \$ **47,868.74** inclusive of GST.

Please note the following details:

1. I am the nominated project manager for the project as appointed by the GBS. Refer any queries and correspondence to myself.
2. GBS client contact Christopher Robert Maries . They can be contacted on the following number: or, 0417502288
3. A standard domestic building works contract must be signed between yourself and the GBS client and a copy submitted for ratification by this office before works commence on site.
4. Under the special conditions within the standard building works contract please note the following 'The Owner has entered into a separate agreement with the GBS. The GBS will be funding the works detailed in this contract'
5. Please submit current copies of your registration and business insurances to this office as soon as possible. The project will not be allowed to commence without this documentation being submitted

Please make your invoice payable to:

Accounts Payable
Gallagher Bassett Services Workers Compensation Vic
Locked Bag 3570 GPO
Melbourne VIC 3001

Please include the following details:

Client Name:

Client claim Number:

Description of work:

Dates of service:

ABN:

However send the original copy of the invoice to:

Zahra Jafari

Architecture & Access (Aust) Pty Ltd

Level 5

369 Royal Parade

Parkville VIC 3052

zjafari@archaccess.com.au

This office will endorse the invoice and pass it on to the GBS for direct payment to your company.

Any 'additional' work that is done directly for the client (works that the GBS. has no financial liability for) is considered a direct contractual relationship between you and the client and thus a separate contractual relationship to that of the GBS liability work component.

1. Any financial variations to the GBS component must be approved before proceeding. Please contact this office regarding the nature of the variation, the reason and the variation cost. I will then seek GBS approval before proceeding.
2. Following submission of the required documentation to Architecture & Access you will be required to contact this office to arrange a pre-start meeting as soon as possible to discuss all aspects of the project on site before works commence.
3. A 5% deposit may now be claimed prior to the commencement of works.

Please don't hesitate to contact me if you have any queries.

Kind Regards



Zahra Jafari, Project Manager



Attachments

Attachments

Description

1-mitchells-run-doreen-vic-3754-copy-of-plan-plan-ps506695q.pdf

1-mitchells-run-doreen-vic-3754-register-search-statement-title-plan-ps506695q.pdf

14662-Tender form- Dimond Property development.pdf

Tender submission - Dimond Property Development.pdf

Engineering Drawings.pdf

14662_C1.pdf

Finishes Fixtures - Construction Issue.pdf

(See Email Attachments)



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement 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. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

Page 1 of 1

VOLUME 10753 FOLIO 344

Security no : 124101134453A
Produced 13/10/2022 12:17 PM

LAND DESCRIPTION

Lot 34 on Plan of Subdivision 506695Q.
PARENT TITLE Volume 10732 Folio 636
Created by instrument PS506695Q 26/09/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CHRISTOPHER ROBERT MARIES
JENNIFER MARGARET MARIES both of 1 MITCHELLS RUN DOREEN VIC 3754
AD610483C 11/05/2005

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AD610484A 11/05/2005
WESTPAC BANKING CORPORATION

COVENANT AC446737T 01/11/2003

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

AGREEMENT Section 173 Planning and Environment Act 1987
AC476535M 17/11/2003

DIAGRAM LOCATION

SEE PS506695Q 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: 1 MITCHELLS RUN DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END



Imaged Document Cover Sheet

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

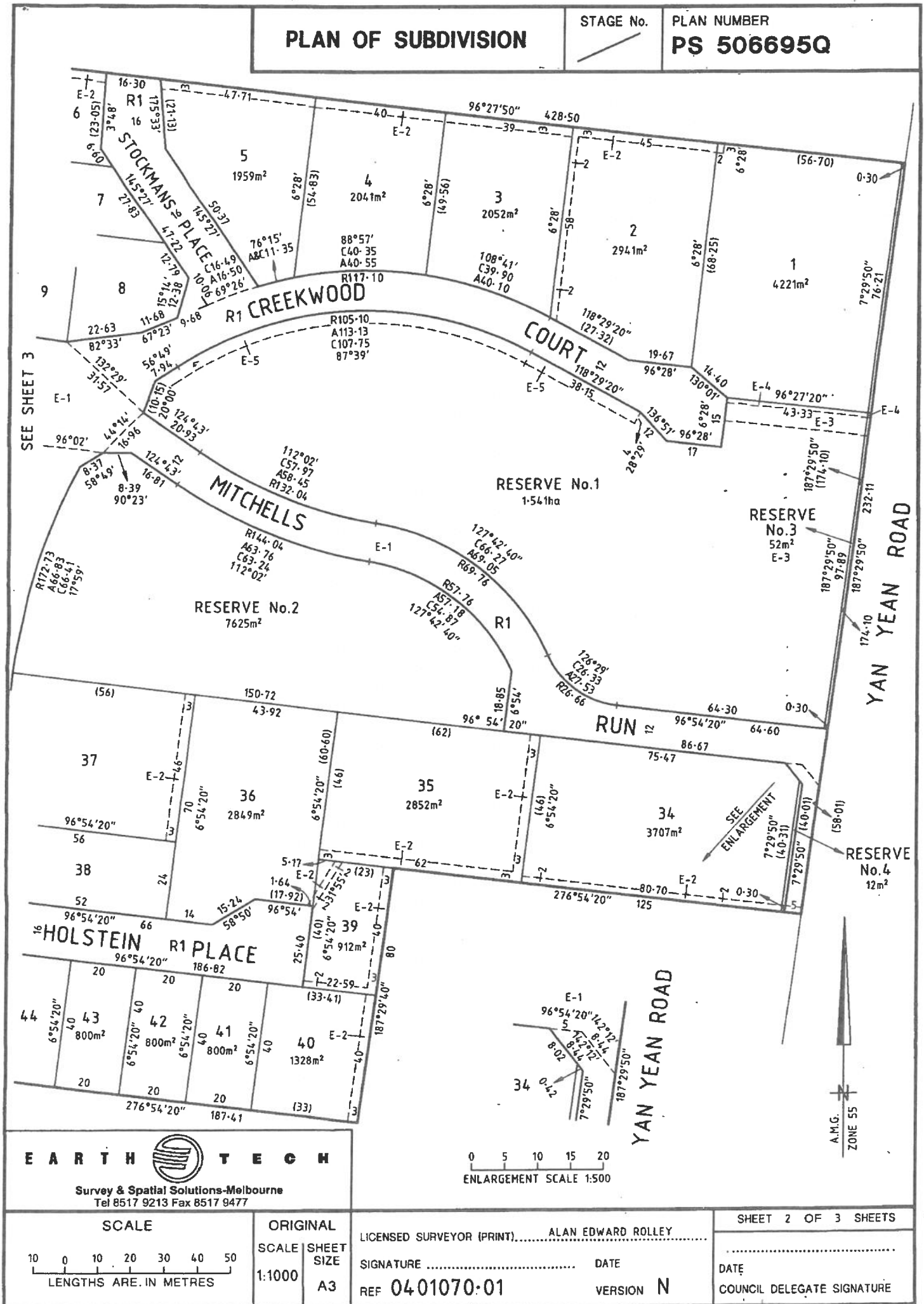
Document Type	Plan
Document Identification	PS506695Q
Number of Pages (excluding this cover sheet)	3
Document Assembled	13/10/2022 12:19

Copyright and disclaimer notice:

© 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 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

PLAN OF SUBDIVISION		STAGE No. 	LR USE ONLY EDITION 1	PLAN NUMBER PS 506695Q
LOCATION OF LAND PARISH: YAN YEAN TOWNSHIP: SECTION: 4 CROWN ALLOTMENT: CROWN PORTION: 2 (PART) TITLE REFERENCES: Vol. 10732 Fol. 636 LAST PLAN REFERENCE/S: PS 506691Y (LOTA) POSTAL ADDRESS: YAN YEAN ROAD (At time of subdivision) DOREEN, 3754 AMG Co-ordinates E 335500 (of approx centre of N 5837500 land in plan) ZONE 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: WHITTLESEA CITY COUNCIL REF: 605266 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 20/5/2003 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/had not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date 19-8-2003		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is not a staged subdivision. Planning permit No.		
ROAD R1 RESERVE No.1 RESERVE No.2 RESERVE No.3 RESERVE No.4	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL	DEPTH LIMITATION DOES NOT APPLY ROAD R1 IS PARTIALLY ENCUMBERED BY EASEMENT E-1		
MITCHELL'S RUN 12.13ha		STAGE 1 59 LOTS		
EASEMENT INFORMATION		LR USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED ☒ DATE 24-9-03		
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)		LR USE ONLY PLAN REGISTERED TIME 2:27 DATE 26/9/03 Assistant Registrar of Titles SHEET 1 OF 3 SHEETS		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	CARRIAGEWAY	SEE PLAN	PS 506691Y	LOT D ON PS 506691Y
E-2	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER
E-3	DRAINAGE SEWERAGE & WATER SUPPLY TELECOMMUNICATION DISTRIBUTION &/OR TRANSMISSION OF GAS	5-50 5-50 5-50 5-50	THIS PLAN THIS PLAN THIS PLAN THIS PLAN (GAS INDUSTRY ACT 1994)	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LOTS ON THIS PLAN TXU NETWORKS (GAS)
E-4	POWERLINE	1-50	THIS PLAN-SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD ACN 064 651 118
E-5	WATER SUPPLY	4	THIS PLAN	YARRA VALLEY WATER
EARTH TECH Survey & Spatial Solutions-Melbourne Tel 8517 9213 Fax 8517 9477		LICENSED SURVEYOR (PRINT).....ALAN EDWARD ROLLEY SIGNATURE DATE 18-8-03 REF 0401070-01 VERSION N		DATE 19-8-2003 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

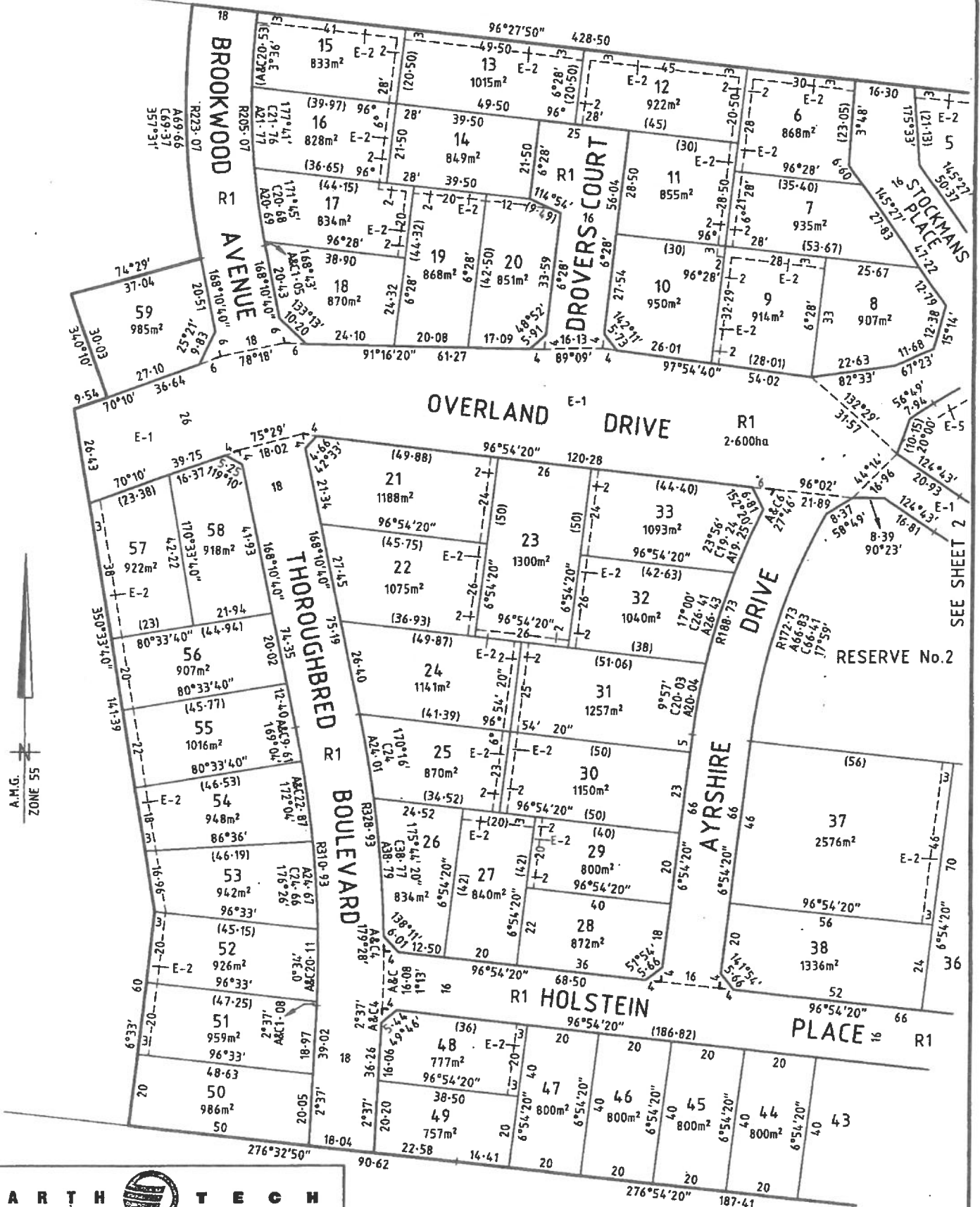


PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

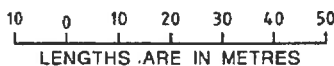
PS 506695Q



EARTH TECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE



ORIGINAL

SCALE SHEET
1:1000 SIZE
A3

LICENSED SURVEYOR (PRINT).....ALAN EDWARD ROLLEY.....

SIGNATURE DATE

REF 0401070-01

VERSION N

SHEET 3 OF 3 SHEETS

DATE
COUNCIL DELEGATE SIGNATURE

The Domestic and Commercial Builder of Choice!

16th September 2022

Architecture & Access
Attn: Zahra Jafari
Level 5, 369 Royal Parade
Parkville VIC 3052

Tender No. 1266
Re:- 1 Mitchells Run, Doreen
Reference: 14662
GBS Claim No. 0417502288

We take pleasure in submitting the following quotation in relation to the property 1 Mitchells Run, Doreen;

1. Schedules Pages 1-5.	
2. Tender Specification 01.	
3. Plans A00 – A09.	
4. Addendum 1 Plans DD02 Rev P1, 2 Sets	
5. Cost Breakdown as follows:	
Supervision & Labour	\$ 6,320.00
Painter	\$ 950.00
Plasterer	\$ 2,650.00
Electrician	\$ 1,210.00
Plumber	\$10,610.91
Supply Tiles @ \$55.00 Per M ²	\$ 1,540.00
Tiler/Waterproofing/Screeed	\$ 3,250.00
Shower Screen	\$ 800.00
Warranty Insurance	\$ 500.00
Plumbing Fixtures	\$ 4,900.00
Bin Hire	\$ 650.00
Cleaners	\$ 950.00
Materials	\$ 2,010.00
Glazier	\$ 800.00
Floor Grinding	\$ 700.00
Builders Margin & Overheads	<u>\$ 5,676.13</u>
Total Cost Exc GST	\$ 43,517.04
GST	\$ 4,351.70
Total Cost Inc GST	\$ 47,868.74

Exclusions

1. Building Permit
2. Portable Ensuite

Yours Faithfully



Tavia Jardine, on behalf of
Colin Belmore, Director & Registered Building Practitioner
Diamond Property Developments Pty Ltd

Diamond Property Developments Pty Ltd ACN 069 359 842 ABN 26 069 359 842
POSTAL PO Box 1124 Research 3095 OFFICE Factory 37, 35-37 Jessica Road Campbellfield 3061 TELEPHONE 03 9357 5997
MOBILE 0405 534 114 FAX 03 9357 5998 EMAIL projects@diamondpd.com.au WEB www.diamondpd.com.au

Registered Building Company: **Diamond Property Developments Pty Ltd** – Registration: CCB-U 56489 | CCB-L 56488 | CDB-U 53823
Registered Building Practitioner: **Colin Belmore** (Director) – Registration: CB-U 3282 | CB-L 23324 | DB-U 3870



The Domestic and Commercial Builder of Choice!

16th September 2022

Architecture & Access
Attn: Zahra Jafari
Level 5, 369 Royal Parade
Parkville VIC 3052

Tender No. 1266

Re:- 1 Mitchells Run, Doreen
Reference: 14662
GBS Claim No. 0417502288

We take pleasure in submitting the following quotation in relation to the property 1 Mitchells Run, Doreen;

1. Schedules Pages 1-5.	
2. Tender Specification 01.	
3. Plans A00 – A09.	
4. Addendum 1 Plans DD02 Rev P1, 2 Sets	
5. Cost Breakdown as follows:	
Supervision & Labour	\$ 6,320.00
Painter	\$ 950.00
Plasterer	\$ 2,650.00
Electrician	\$ 1,210.00
Plumber	\$10,610.91
Supply Tiles @ \$55.00 Per M ²	\$ 1,540.00
Tiler/Waterproofing/Screed	\$ 3,250.00
Shower Screen	\$ 800.00
Warranty Insurance	\$ 500.00
Plumbing Fixtures	\$ 4,900.00
Bin Hire	\$ 650.00
Cleaners	\$ 950.00
Materials	\$ 2,010.00
Glazier	\$ 800.00
Floor Grinding	\$ 700.00
Builders Margin & Overheads	<u>\$ 5,676.13</u>
Total Cost Exc GST	\$ 43,517.04
GST	\$ 4,351.70
Total Cost Inc GST	\$ 47,868.74

Exclusions

1. Building Permit
2. Portable Ensuite

Yours Faithfully

Tavia Jardine, on behalf of
Colin Belmore, Director & Registered Building Practitioner
Diamond Property Developments Pty Ltd

Diamond Property Developments Pty Ltd ACN 069 359 842 ABN 26 069 359 842
POSTAL PO Box 1124 Research 3095 OFFICE Factory 37, 35-37 Jessica Road Campbellfield 3061 TELEPHONE 03 9357 5997
MOBILE 0405 534 114 FAX 03 9357 5998 EMAIL projects@diamonddp.com.au WEB www.diamonddp.com.au

Domestic Building Insurance

Certificate of Insurance

Christopher & Jennifer Maries

1 Mitchells Run
DOREEN
VIC 3754

Policy Number:

C754036

Policy Inception Date:

07/12/2022

Builder Account Number:

002542

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: C04: Alterations/Additions/Renovations - Structural

At the property: 1 Mitchells Run DOREEN VIC 3754 Australia

Carried out by the builder: DIAMOND PROPERTY DEVELOPMENTS PTY LTD

Builder ACN: 069359842

! 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): Christopher & Jennifer Maries

Pursuant to a domestic
building contract dated: 12/12/2022

For the contract price of: \$ 47,868.00

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

The maximum policy limit for
claims made under this policy
is: \$300,000 all inclusive of costs and expenses *The maximum policy limit for
non-completion claims made
under this policy is: 20% of the contract price limited to the maximum policy limit for all
claims under the policy*

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

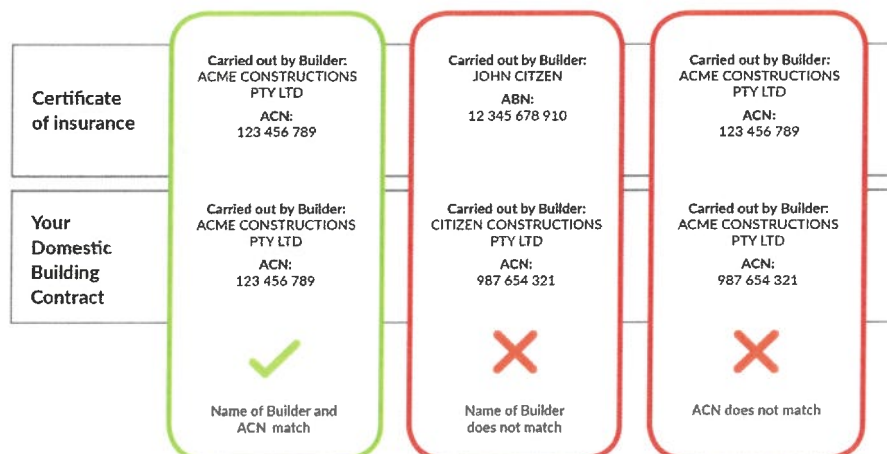
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$431.00
GST:	\$43.10
Stamp Duty:	\$47.41
Total:	\$521.51

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



05 Dec 2022

Colin Belmore
Diamond Property Developments Pty Ltd
P.O. Box 1124
Research VIC 3095

Dear Colin Belmore,

Notice of Acceptance

Project: Maries Robert, Christopher - 1 Mitchells Run, Doreen

Our Ref: 14662

GBS Claim Number: 04190102863

On behalf of GBS, I confirm that the GBS has accepted your tender dated **16th Sep 2022** for the proposed building works for the following project; "**Maries Robert, Christopher - 1 Mitchells Run, Doreen**". The contract sum is for the total amount of \$ **47,868.74** inclusive of GST.

Please note the following details:

1. I am the nominated project manager for the project as appointed by the GBS. Refer any queries and correspondence to myself.
2. GBS client contact Christopher Robert Maries . They can be contacted on the following number: or, 0417502288
3. A standard domestic building works contract must be signed between yourself and the GBS client and a copy submitted for ratification by this office before works commence on site.
4. Under the special conditions within the standard building works contract please note the following 'The Owner has entered into a separate agreement with the GBS. The GBS will be funding the works detailed in this contract'
5. Please submit current copies of your registration and business insurances to this office as soon as possible. The project will not be allowed to commence without this documentation being submitted

Please make your invoice payable to:

*Accounts Payable
Gallagher Bassett Services Workers Compensation Vic
Locked Bag 3570 GPO
Melbourne VIC 3001*

Please include the following details:

Client Name:
Client claim Number:
Description of work:
Dates of service:

ABN:

However send the original copy of the invoice to:

Zahra Jafari

Architecture & Access (Aust) Pty Ltd

Level 5

369 Royal Parade

Parkville VIC 3052

zjafari@archaccess.com.au

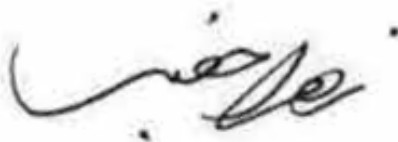
This office will endorse the invoice and pass it on to the GBS for direct payment to your company.

Any 'additional' work that is done directly for the client (works that the GBS. has no financial liability for) is considered a direct contractual relationship between you and the client and thus a separate contractual relationship to that of the GBS liability work component.

1. Any financial variations to the GBS component must be approved before proceeding. Please contact this office regarding the nature of the variation, the reason and the variation cost. I will then seek GBS approval before proceeding.
2. Following submission of the required documentation to Architecture & Access you will be required to contact this office to arrange a pre-start meeting as soon as possible to discuss all aspects of the project on site before works commence.
3. A 5% deposit may now be claimed prior to the commencement of works.

Please don't hesitate to contact me if you have any queries.

Kind Regards



Zahra Jafari, Project Manager

Attachments

Attachments	Description
1-mitchells-run-doreen-vic-3754-copy-of-plan-plan-ps506695q.pdf	
1-mitchells-run-doreen-vic-3754-register-search-statement-title-plan-ps506695q.pdf	
14662-Tender form- Dimond Property development.pdf	
Tender submission - Dimond Property Development.pdf	
Engineering Drawings.pdf	
14662_C1.pdf	
Finishes Fixtures - Construction Issue.pdf	
(See Email Attachments)	

Certificate of Electrical Safety

Non-Prescribed Electrical Installation Work

Electricity Safety Act 1998, Electricity Safety (General) Regulations 2019



N5 0239 5020 4

CERTIFICATE OF COMPLIANCE

Responsible Person

REC registration no.	REC-33241	Telephone no.	0423 923 662
Name	WIREPLEX ELECTRICAL CONTRACTORS PTY LTD		
Address	5 NORMA ST DIAMOND CREEK VIC 3089		

Licensed Electrical Worker

Licence no.	A61599
Name	MATTHEW LEONARD CRISTINO

Details of Electrical Installation

Address	1 MITCHELLS RUN DOREEN VIC 3754		
NMI	--	Lot number (where applicable only)	--

Description of Non-Prescribed Work

Relocated light switch to beside new bathroom entrance location - RCD protected
Relocated temperature control to beside new bathroom entrance location - existing wiring retained - RCD protected
Installed GPO in bathroom inside mirror cabinet - RCD protected
Installed exhaust fan in bathroom ducted to eave - RCD protected
Disconnected and made safe 2 x GPOs in ensuite
Installed GPO in ensuite inside mirror cabinet - RCD protected

I, **MATTHEW LEONARD CRISTINO**, who carried out the electrical installation work described above, certify that the electrical work has passed all the required tests and complies in all respects with the Electricity Safety Act 1998 and the Electricity Safety (General) Regulations.

Date of Completion

Date of Certification

18 July 2023

18 July 2023

Please note: The electrical installation work described on this certificate may be subject to audit by representatives of Energy Safe Victoria. Please visit www.esv.vic.gov.au for further information.

PRESTIGE ROBES & SCREENS P/L
62-66 VILLAS RD
DANDENONG STH 3175
PH: 9768 2845

25/07/2023

ABN 66 050 194 557

TO WHOM IT MAY CONCERN

We confirm that the toughened and laminated glass used in the manufacture of our shower screens and splashbacks conforms to the Australian Standard codes AS1288 and AS2006.

Frameless and Framed Mirrored vinyl backed doors code is AS/ NZS/ 2208.

The glass thickness used by our company varies from 4mm to 10mm thick under these codes.

This is for:

Address:

1 Mitchells Run, Doreen

Please feel free to contact our office for further details, should it be necessary.



Regards

Mr Esric Jackson

Production Manager.

Prestige Robes & Screens P/L

03 9768 2845

Certifier's Name	Matthew Veszpremi	Licence No.	106223	Compliance Cert No.	Compliance Cert PIN
				16953442	5627

INSTALLATION ADDRESS			
Site Address	1 MITCHELLS RUN		
Town/Suburb	DOREEN	Post Code	3754

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	14/07/2023	'As Laid' plans lodged	
Value of plumbing work	\$1,000 - \$4,999	Water Authority 'Consent to Connect' number	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	X	Recreational vehicle's chassis number	
Cooling tower	X	Performance solution	X
6 Star Sustainability	X		

INSTALLATION INFORMATION
Sanitary Water supply

INSTALLATION DETAILS
Powder room renovation.
Bathroom renovation.
.Ensuite renovation.

APPLIANCE/PRODUCT INFORMATION

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision			✓
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the VBA			✓
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✓
Compliance Certificate Status	Lodged	Date Lodged	18/07/2023

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

CERTIFICATE OF COMPLAINE FOR BUILDING WORK

Building Regulations 2018 Regulation 126

Building Act 1993 Section 238(1)(b)

This certificate is issued in relation to the building work at Lot 34, 1 Mitchells Run, Doreen VIC 3754

Job Reference Number 22588

Building Permit Number 5808014801512

Description of Works Alterations to Existing Dwelling

Nature of Work Alteration

Building Work Inspected

- | | | | | |
|---|---------------------------------------|---|--|--|
| ☐ Bored Piers | ☐ Foundation | ☐ Reinforcement | ☐ Frame | ☒ Final |
| ☐ Blinding | ☐ Underpinning | ☐ Retaining Wall | ☐ Sub Floor Frame | ☐ Fire/Smoke Elements |
| ☐ Other (specify): | | | | |

Inspection Details

Special Areas ☐ Termite ☐ Flood ☐ Bushfire ☐ High Wind

Part of building/s Detached Dwelling

NCC Classification/s 1a(a)

Prescribed Classes of Building Work for which this certificate is issued: domestic building work relating to a *Structural* matter

The building work certified by the certificate complies with the following provisions of the Building Act 1993, Building Regulations 2018 or National Construction Code

Act, Regulation or NCC	Section, Regulation, Part, Performance Requirement, or other provision
Building Act 1993, Building Regulations 2018, NCC 2019 Volume 2 (Class 1 & 10)	The building permit and approved documentation/plans as provided by the Relevant Building Surveyor.

INSPECTION RESULT ☒ **Approved** ☐ **Not Approved (reinspection required)**

Notified ☐ Owner ☐ Contractor ☐ Builder

CERTIFICATE OF COMPLIANCE

I inspected the building work referred to above. I **certify** that the building works inspected by me complies with the provisions of the Building Act, Building Regulations, National Construction Code (NCC) and/or Australian Standards as are relevant to the approved Building Permit. I believe that I hold the required skills, experience and knowledge to issue this certificate (Building Act 35B(a)) and can demonstrate this if requested to do so.

Building Inspectors Details

Name: Michael Tabone (BS-U 38615)

Address: PO Box 24222, Melbourne VIC 3001

Email: info@vicpermits.com.au

Time of Inspection: 3.00pm

Date of Inspection/Issue of Certificate: 14 July 2023

Signature: 

Pro Tiling Melbourne

ABN: 56 606 890 465
Postal: 305-307 Thomas St,
Dandenong VIC 3175
Mob: 0450 516 537

19st June 2023

Email: info@protilingmelbourne.com.au

Diamond Property Developments Pty Ltd

Postal: **PO Box 1124**

Research Vic 3095

RE: Compliance Certification – Waterproofing – one Bathroom wall and floor at
1 Mitchells Run, Doreen VIC

To whom it may concern,

This is to certify that the waterproofing works, as per our works contract, at the above referenced project have been carried out in accordance with the Australian standards AS 3740 and to the manufacturer's guidelines.

Detail of the material used Mapei Mapegun Wps - Waterproofing.

We will provide a warranty against defects in materials and installation for a period of 5 years from the date of Practical Completion (as per subcontract terms).

Regards,

Zaki Ahmadi
General Manager
Pro Tiling Melbourne



67 Sharps Road: PO Box 216
Tullamarine Vic 3034
t: 1300 666 701
e: enquiries@aaaglass.com.au
w: www.aaaglass.com.au
ABN: 26 005 437 838

19 September 2023

Nathan Maries
Diamond Property Development

This is to confirm that the supplied glass for installation at 1 Mitchells Run Dorren by AAA Glass conforms to AS 1288-2006 (Glass in Buildings – Selection and Installation) and AS 2047-2014.

Glenn Aisbett

Glenn Aisbett
Sales Manager

STATEMENT OF COMPLIANCE

To Relevant Building Surveyor - Vic Permits Pty Ltd
Info@vicpermits.com.au

Builder Name Colin Belmore

Company Name Diamond Property Developments Pty Ltd

Registration Number DBU 3870

Contact Phone Number 9357 5997

Property Address Lot 34, 1 Mitchells Run, Doreen

Tick all that are applicable as per Occupancy Permit/Certificate of Final checklist provided
(Refer to Appendix A page 2 for details relating to each compliance item)

Building Permit Compliance ☒

First Rate Energy Efficiency/Thermal Insulation Compliance ☒

Wet Areas/Waterproofing Compliance ☒

Glazing Compliance ☒

Planning Permit Compliance ☐

Bushfire Compliance ☐

Fire Engineering Performance Solution Compliance ☐

Performance Solution Compliance ☐

Breaking Surf Compliance ☐

Acoustic Installation Compliance ☐

Land Liable to Flooding Compliance ☐

Skylight Compliance ☐

Party Wall System Compliance ☐

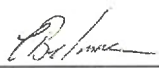
Product/System Installed: _____ Install Date: _____

Product/System Installed: _____ Install Date: _____

Polystyrene/External Wall Cladding Compliance (must match Codemark/BRAC certificate provided) ☐

Product/System Installed: _____ Install Date: _____

Product/System Installed: _____ Install Date: _____

Signature: 

Name: Colin Belmore

Date: 25th July 2023

APPENDIX A

BUILDING PERMIT COMPLIANCE

I confirm that all building permit requirements have been completed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), Building Act 1993, Building Regulations 2018 and the National Construction Code (Volume Two).

FIRST RATE ENERGY EFFICIENCY/THERMAL INSULATION

I confirm that all energy efficiency/thermal insulation construction requirements have been installed/completed in accordance with the energy rating report/report/drawings issued in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS3671, AS4859.1 (to achieve the states thermal resistances (R-values)) and the requirements of Part 3.12 of the National Construction Code (Volume Two).

WET AREAS/WATERPROOFING

I confirm that all waterproofing construction requirements (including all wet areas, substrates and including balconies where applicable) have been installed/completed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS3740, AS4654.1 and AS4654.2 (as applicable), and the requirements of Part 3.8.1.1 of the National Construction Code (Volume Two).

GLAZING

I confirm that all glazing/window construction requirements have been installed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS1288, AS2047, AS2208 and AS1170.1 (as applicable) and the requirements of the National Construction Code (Volume Two).

PLANNING PERMIT

I confirm that all planning permit requirements have been installed/completed in full and in accordance with the endorsed Building Permit documentation (including Building Permit conditions) and strictly in accordance with the endorsed Planning Permit documentation (including Planning Permit conditions and endorsed drawings) issued by the relevant authority.

BUSHFIRE

I confirm that all bushfire construction requirements have been installed/completed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), Part 3.7.4 (Bushfire Protection) of the National Construction Code (Volume Two), current Australian Standard AS3959, and any manufacturer's technical specifications for products installed to achieve the required BAL protection for this project.

FIRE ENGINEERING PERFORMANCE SOLUTION

I confirm that all fire engineering construction requirements (but not limited to fire rates walls/floor/ceilings) have been installed/completed in accordance with the fire engineering report issued in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS3671, and the requirements of the National Construction Code (Volume Two).

PERFORMANCE SOLUTION

I confirm that all performance solution construction requirements have been installed/completed in accordance with the performance solution report issued in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard, and the requirements of the National Construction Code (Volume Two).

BREAKING SURF

I confirm that due to the close proximity of the breaking surf, all structural steel members have been provided with suitable protection. Steel lintels, brick ties, and other fixings where required, are suitably corrosion resistant or suitably coated to prevent corrosion in accordance with the National Construction Code (Volume 2) including clauses 3.4.2 and 3.4.4.

ACOUSTIC INSTALLATION

I confirm that all construction requirements associated with the 'Acoustic Road Traffic Noise Intrusion-Building Siting and Construction' standard have been installed in accordance with acoustic report, endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS3671, and the requirements of the National Construction Code (Volume Two).

LAND LIABLE TO FLOODING

I confirm that all flooding construction requirements have been installed/completed in accordance with report and consent Regulation 153 issued by the relevant authority and in accordance with the endorsed Building Permit documentation (including Building Permit conditions).

SKYLIGHT

I confirm that all skylight construction requirements have been installed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS1288 and AS4285 and the requirements of the National Construction Code (Volume Two).

PARTY WALL SYSTEM

I confirm that the partiwall construction requirements (product stated above) has been installed/completed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), manufacturers product specifications and design and installation guide, and the requirements of the National Construction Code (Volume Two).

POLYSTYRENE/EXTERNAL WALL CLADDING

I confirm that the polystyrene/external wall cladding construction requirements has been installed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), certificate of conformity, manufacturers product specifications and design and installation guide, and the requirements of the National Construction Code (Volume Two). The polystyrene/external wall cladding system is certified for use as External Insulation Finish System (EIFS) in Class 1 and associated Class 10 buildings and has been installed to the above address as per the Codemark/Building Regulations Advisory Committee (BRAC) certificate (provided to the relevant building surveyor).

STATEMENT OF COMPLIANCE

To: Relevant Building Surveyor - Vic Permits Pty Ltd
Info@vicpermits.com.au

Builder Name: _____

Company Name: _____

Registration Number: _____

Contact Phone Number: _____

Property Address: _____

**Tick all that are applicable as per Occupancy Permit/Certificate of Final checklist provided
(Refer to Appendix A page 2 for details relating to each compliance item)**

Building Permit Compliance ☒

First Rate Energy Efficiency/Thermal Insulation Compliance ☐

Wet Areas/Waterproofing Compliance ☐

Glazing Compliance ☐

Planning Permit Compliance ☐

Bushfire Compliance ☐

Fire Engineering Performance Solution Compliance ☐

Performance Solution Compliance ☐

Breaking Surf Compliance ☐

Acoustic Installation Compliance ☐

Land Liable to Flooding Compliance ☐

Skylight Compliance ☐

Party Wall System Compliance ☐

Product/System Installed: _____ Install Date: _____

Product/System Installed: _____ Install Date: _____

Polystyrene/External Wall Cladding Compliance (must match Codemark/BRAC certificate provided) ☐

Product/System Installed: _____ Install Date: _____

Product/System Installed: _____ Install Date: _____

Signature:  _____

Name: _____

Date: _____

APPENDIX A

BUILDING PERMIT COMPLIANCE

I confirm that all building permit requirements have been completed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), Building Act 1993, Building Regulations 2018 and the National Construction Code (Volume Two).

FIRST RATE ENERGY EFFICIENCY/THERMAL INSULATION

I confirm that all energy efficiency/thermal insulation construction requirements have been installed/completed in accordance with the energy rating report report/drawings issued in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS3671, AS4859.1 (to achieve the states thermal resistances (R-values)) and the requirements of Part 3.12 of the National Construction Code (Volume Two).

WET AREAS/WATERPROOFING

I confirm that all waterproofing construction requirements (including all wet areas, substrates and including balconies where applicable) have been installed/completed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS3740, AS4654.1 and AS4654.2 (as applicable), and the requirements of Part 3.8.1.1 of the National Construction Code (Volume Two).

GLAZING

I confirm that all glazing/window construction requirements have been installed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS1288, AS2047, AS2208 and AS1170.1 (as applicable) and the requirements of the National Construction Code (Volume Two).

PLANNING PERMIT

I confirm that all planning permit requirements have been installed/completed in full and in accordance with the endorsed Building Permit documentation (including Building Permit conditions) and strictly in accordance with the endorsed Planning Permit documentation (including Planning Permit conditions and endorsed drawings) issued by the relevant authority.

BUSHFIRE

I confirm that all bushfire construction requirements have been installed/completed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), Part 3.7.4 (Bushfire Protection) of the National Construction Code (Volume Two), current Australian Standard AS3959, and any manufacturer's technical specifications for products installed to achieve the required BAL protection for this project.

FIRE ENGINEERING PERFORMANCE SOLUTION

I confirm that all fire engineering construction requirements (but not limited to fire rates walls/floor/ceilings) have been installed/completed in accordance with the fire engineering report issued in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS3671, and the requirements of the National Construction Code (Volume Two).

PERFORMANCE SOLUTION

I confirm that all performance solution construction requirements have been installed/completed in accordance with the performance solution report issued in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard, and the requirements of the National Construction Code (Volume Two).

BREAKING SURF

I confirm that due to the close proximity of the breaking surf, all structural steel members have been provided with suitable protection. Steel lintels, brick ties, and other fixings where required, are suitably corrosion resistant or suitably coated to prevent corrosion in accordance with the National Construction Code (Volume 2) including clauses 3.4.2 and 3.4.4.

ACOUSTIC INSTALLATION

I confirm that all construction requirements associated with the 'Acoustic Road Traffic Noise Intrusion-Building Siting and Construction' standard have been installed in accordance with acoustic report, endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS3671, and the requirements of the National Construction Code (Volume Two).

LAND LIABLE TO FLOODING

I confirm that all flooding construction requirements have been installed/completed in accordance with report and consent Regulation 153 issued by the relevant authority and in accordance with the endorsed Building Permit documentation (including Building Permit conditions).

SKYLIGHT

I confirm that all skylight construction requirements have been installed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), current Australian Standard AS1288 and AS4285 and the requirements of the National Construction Code (Volume Two).

PARTY WALL SYSTEM

I confirm that the partiwall construction requirements (product stated above) has been installed/completed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), manufacturers product specifications and design and installation guide, and the requirements of the National Construction Code (Volume Two).

POLYSTYRENE/EXTERNAL WALL CLADDING

I confirm that the polystyrene/external wall cladding construction requirements has been installed in accordance with the endorsed Building Permit documentation (including Building Permit conditions), certificate of conformity, manufacturers product specifications and design and installation guide, and the requirements of the National Construction Code (Volume Two). The polystyrene/external wall cladding system is certified for use as External Insulation Finish System (EIFS) in Class 1 and associated Class 10 buildings and has been installed to the above address as per the Codemark/Building Regulations Advisory Committee (BRAC) certificate (provided to the relevant building surveyor).

Certifier's Name	Matthew Veszpremi	Licence No.	106223	Compliance Cert No.	Compliance Cert PIN
				16953442	5627

INSTALLATION ADDRESS			
Site Address	1 MITCHELLS RUN		
Town/Suburb	DOREEN	Post Code	3754

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	14/07/2023	'As Laid' plans lodged	
Value of plumbing work	\$1,000 - \$4,999	Water Authority 'Consent to Connect' number	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	X	Recreational vehicle's chassis number	
Cooling tower	X	Performance solution	X
6 Star Sustainability	X		

INSTALLATION INFORMATION
Sanitary Water supply

INSTALLATION DETAILS
Powder room renovation. Bathroom renovation. .Ensuite renovation. .Hot and cold water ran to all fixture locations according to plan. .40mm waste pipes moved in walls to fixture locations. .All plumbing fixtures fitted off and commissioned

APPLIANCE/PRODUCT INFORMATION

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision

✓

I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision

The above compliance certificate details are correct and ready to be lodged with the VBA

✓

I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document

✓

Compliance Certificate Status

Lodged

Date Lodged

10/08/2023

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.



City of
Whittlesea

Locked Bag 1,
Bundoora 3083
ABN 72 431 091 058

Valuation and rates notice

For the period 1 July 2024 to 30 June 2025



J M Maries
1 Mitchells Run
DOREEN VIC 3754



025
1016531
R2_15733

Debit ID
set up.
12/09/24
credit
card.

Assessment number: 0536540



To receive your rates notice
via email, register at
@whittlesea.enotices.com.au
Reference No: 573D953EDZ

Issue date: 31/07/2024

Instalment 1

\$936.88

Due By 30/09/2024 ✓

* If full payment of the instalment 1
amount is not received by
30 September 2024, your account will
revert to the lump sum option shown
below. If this occurs you will not
receive instalment reminder notices.

Instalment 2 **\$933.00** ✓

Due By 30/11/2024

Instalment 3 **\$933.00**

Due By 28/02/2025

Instalment 4 **\$933.00**

Due By 31/05/2025

If you would prefer to pay via smaller,
regular payments throughout the
year, scan the FlexiPay QR code in the
payments section below.

OR

Lump sum **\$3,735.88**

Due By 15/02/2025

Access free and discounted waste
disposal vouchers online



Visit @whittlesea.vic.gov.au/wastevouchers
to download your vouchers or call ☎ 9217 2170.

Property details 1 Mitchells Run DOREEN VIC 3754

LOT 34 PS 506695Q

Owner: Maries Jennifer Margaret

Ward : Painted Hills

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$950,000	\$1,350,000	\$67,500

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

Rates and charges

Balance Brought Forward -\$0.04

Council Charges

General rate 67,500 x 0.04683579	\$3,161.42
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 1,350,000 x 0.00008700	\$117.45
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total **\$3,735.88**

Payments received after 15 July 2024 may not be included on this notice

How to pay

whittlesea.vic.gov.au



Phone 1300 301 185



Council Offices

See the back of this notice for
opening hours and locations

BPAY



Billers Code: 5157

Ref: 0536540

BPAY this payment via
internet or phone banking

FlexiPay



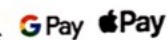
Set up your flexible
payment options.

Scan the QR code or visit

@whittlesea-pay.enotices.com.au



Bank
Account



Post Billpay



Post Billpay Code: 0350
Ref: 5365403

Pay in person at any post office:

☎ 131 816 or @postbillpay.com.au

Scan the barcode below and pay
with your iPhone, iPad or Android device.
Download the Australia Post mobile app.



*350 5365403



*350 5365403

Your quarterly bill

updated



624462-001 001142(2283) D025

MRS J MARIES
1 MITCHELLS RUN
DOREEN VIC 3754

D/Debit
30/05/24

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

Account number 49 4773 0000
Invoice number 4940 9993 98207
Issue date 9 May 2024
1 MITCHELLS RUN

Property address DOREEN
Property reference 1603830, LOT 34

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

Previous bill	\$258.54
Payment received thank you	-\$258.54
Balance carried forward	\$0.00
This bill	
Usage charges	\$113.69
Service charges	
Water supply system	\$20.03
Sewerage system	\$114.47
Other authority charges	
Waterways and drainage	\$29.38
Parks	\$21.10
Total this bill (GST does not apply)	\$298.67
Total balance	\$298.67



Important note

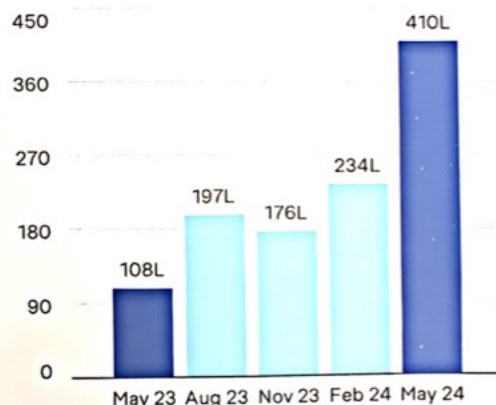
Your bill includes the parks charge, which is now billed quarterly.



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

Target 150L of water use per person, per day.



Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



Average use in litres per day

Property Clearance Certificate

Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:74559267-011-7.HN-24/34:
Certificate No:	80300563
Issue Date:	14 OCT 2024
Enquiries:	ESYSPROD

Land Address:	1 MITCHELLS RUN DOREEN VIC 3754
---------------	---------------------------------

Land Id	Lot	Plan	Volume	Folio	Tax Payable
30832162	34	506695	10753	344	\$0.00

Vendor: JENNIFER MARGAR MARIES
Purchaser: TBA TBA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS JENNIFER MARGARET MARIES	2024	\$875,000	\$0.00	\$0.00	\$0.00

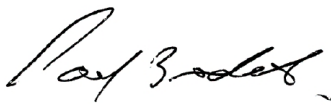
Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,250,000
SITE VALUE:	\$875,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 80300563

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,900.00

Taxable Value = \$875,000

Calculated as \$2,250 plus (\$875,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80300563

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 80300563

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:74559267-011-7.HN-24/34224
Certificate No:	80300563
Issue Date:	14 OCT 2024
Enquires:	ESYSPROD

Land Address: 1 MITCHELLS RUN DOREEN VIC 3754					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
30832162	34	506695	10753	344	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,250,000
SITE VALUE:	\$875,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80300563

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your	LD:74559267-011-7.HN-24
Reference:	/34224
Certificate No:	80300563
Issue Date:	14 OCT 2024

Land Address: 1 MITCHELLS RUN DOREEN VIC 3754

Lot	Plan	Volume	Folio
34	506695	10753	344

Vendor: JENNIFER MARGAR MARIES
Purchaser: TBA TBA

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 80300563

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 80300569 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 80300569 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
---	--	--

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.

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: JENNIFER MARGARET MARIES

PROPERTY: 1 MITCHELLS RUN DOREEN

1. The Property is not subject to a Mortgage as defined by the Sale of Land Act, 1962 ("the Act").
2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../20

SIGNATURE OF VENDOR(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:
 - A. The particulars provided by the Vendors in this Statement are accurate.
 - B. The Contract is not subject to any condition enduring for the benefit of the Purchaser.
2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)

.....

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT/.....20

Signature(s) of the Purchaser