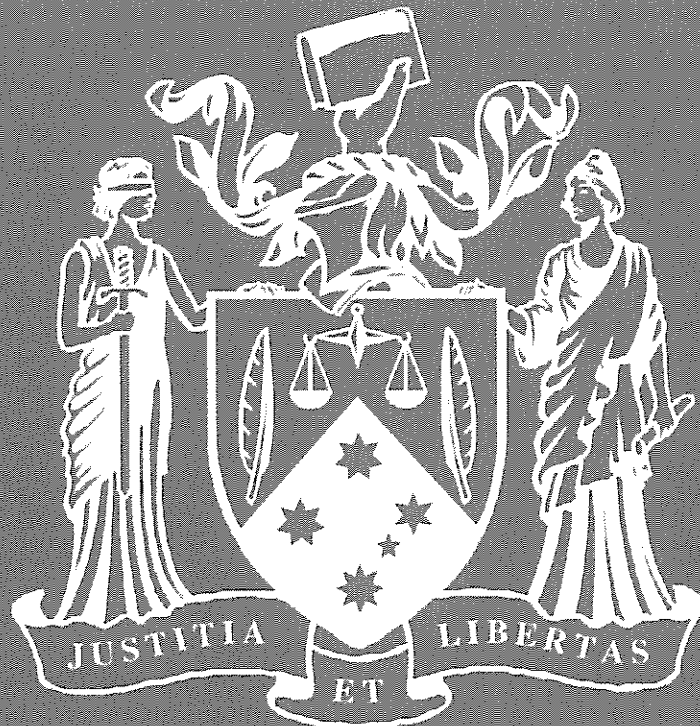


Contract of sale of land

Property: 25 Harcourt Avenue , St Albans 3021

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on / 2021

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on / 2021

Print name(s) of person(s) signing: **ZELKO BRANKOVIC, MLADEN MILUTIN AND BRANKO LEMAIĆ**

.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Bells Real Estate

Address: 14 Devonshire Road Sunshine VIC 3020

Email: tom@bellsrealestate.com.au

Tel: 9300 9000 Mob: 0418 322 448 Fax: 9312 5895 Ref: Tom Kyriakou

Vendor

Name: ZELKO BRANKOVIC, MLADEN MILUTIN AND BRANKO LEMAIC

Address:

ABN/ACN:

Email: zac@xcl.com.au

Vendor's legal practitioner or conveyancer

Name: Ferraro & Company Pty Ltd

Address: 27A Sun Crescent, Sunshine Vic 3020

Email: conveyancing@ferraro.com.au

Tel: (03) 9311 8911 Mob:

Fax: (03) 9311 9915

Ref: NT:2004447

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9275	Folio	609	308	12353
Volume		Folio			

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 25 Harcourt Avenue , St Albans 3021

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)**Payment**

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

☒ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

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

- ☒ A lease agreement is attached - Fixed tenancy agreement ending on 25 June 2020. This tenancy agreement shall then continue as a periodic tenancy (month by month).

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

Instructions: It is recommended that when adding special conditions:

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

1. Restrictions

The property is sold subject to all easements (including implied/appurtenant), covenants, leases, encumbrances, appurtenant easements and restrictions any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

2. Warranties and exclusions

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the Contract other than those that will be embodied in the Contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this Contract and signed by the vendor.

The purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in the marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

3. Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this Contract and that he is aware of their condition and any deficiencies.

4. Settlement

(1) The failure to settle pursuant to General Condition 17 shall be a default under this Contract pursuant to General Condition 34.

5. Merger

All terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the Contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after the final settlement, shall remain in full force and effect notwithstanding settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. Having said that, all terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the Contract, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

6. Interpretation

It is agreed between the parties hereto that throughout this Contract unless the context so requires, words importing the singular shall include the plural and vice versa and words referring to the neuter or any one gender shall include the other gender or the neuter and where more persons than one are included in the term "purchaser" their covenants hereunder shall be joint as well as several.

7. Condition of the property

The purchaser acknowledges having purchased the property:

- (i) As a result of its own inspection, investigations and enquiries, including those in respect of the suitability of the property for the purchaser's intended use thereof;
- (ii) In its present condition and state of repair including any refuse and/or building materials on the property;
- (iii) Subject to all faults and defects (if any), whether latent or patent, and contamination (if any) and
- (iv) "as is".

8. Penalty Interests

The expression 5% replaces 2% in General Condition 33.

Vendor/supplier GST withholding notice

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

To:

Purchaser/recipient: _____

Property address: 25 Harcourt Avenue

ST ALBANS VIC 3021

Lot no.: 308 Plan of subdivision: 12353

[Cross out whichever is not applicable]

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

OR

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

~~Withholding amount: \$ _____~~

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

~~Vendor/supplier ABN: _____~~

From: Vendor/supplier: Zelko Brankovic, Mladen Milutin and Branko Lemaic

Dated: 01/12/2020

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

18.3 Each party must:

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- 25. GST WITHHOLDING**
- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

ZELKO BRANKOVIC, MLADEN MILUTIN AND BRANKO LEMAIC

AND

AND

DEED OF GUARANTEE OF CONTRACT

Ferraro & Company Pty Ltd
27A Sun Crescent
Sunshine Vic 3020
PO Box 686
Sunshine Vic 3020
Email: sam@ferraro.com.au
Ref: NT:2004447

THIS DEED dated day of 2020

BETWEEN Zelko Brankovic, Mladen Milutin and Branko Lemaic (Vendor)

AND of (Purchaser)

AND of (Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

EXECUTED AS A DEED

SIGNED SEALED & DELIVERED BY)	
)	
in the presence of:)	
		_____ Signature
_____ Signature of witness		
_____ Print name of witness		

SIGNED SEALED & DELIVERED BY)	
)	
in the presence of:)	
		_____ Signature
_____ Signature of witness		
_____ Print name of witness		

SIGNED SEALED & DELIVERED BY)	
)	
in the presence of:)	
		_____ Signature
_____ Signature of witness		
_____ Print name of witness		

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	25 Harcourt Avenue , St Albans 3021	
Vendor's name	Zelko Brankovic	Date / /
Vendor's signature		
Vendor's name	Mladen Milutin	Date / /
Vendor's signature		
Vendor's name	Branko Lemaic	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☒ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

--



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

Page 1 of 1

VOLUME 09275 FOLIO 609

Security no : 124088317893T
Produced 24/02/2021 02:19 PM

LAND DESCRIPTION

Lot 308 on Plan of Subdivision 012353.
PARENT TITLE Volume 05407 Folio 388
Created by instrument G932336 13/01/1978

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 3 equal undivided shares
Sole Proprietor
ZELKO BRANKOVIC of 2 ARABIN STREET KEILOR VIC 3036
As to 1 of a total of 3 equal undivided shares
Sole Proprietor
BRANKO LEMAIC of 7 PALMERSTON STREET WEST FOOTSCRAY VIC 3012
As to 1 of a total of 3 equal undivided shares
Sole Proprietor
MLADEN MILUTIN of 45 CHURCH STREET KEILOR VIC 3036
AM308093Y 07/11/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM308094W 07/11/2015
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE LP012353 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: 25 HARCOURT AVENUE ST ALBANS VIC 3021

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 22/10/2016

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Plan
Document Identification	LP012353
Number of Pages (excluding this cover sheet)	5
Document Assembled	24/02/2021 14:25

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

LP 12353
EDITION 1
PLAN MAY BE LODGED 24/11/28

— PLAN OF SUBDIVISION —
OF CROWN ALLOTMENT 6
PARISH OF MARIBYRNONG
— COUNTY OF BOURKE —

Measurements are in Feet & Inches
Conversion Factor
FEET x 0.3048 = METRES

VOL.866 FOL.110

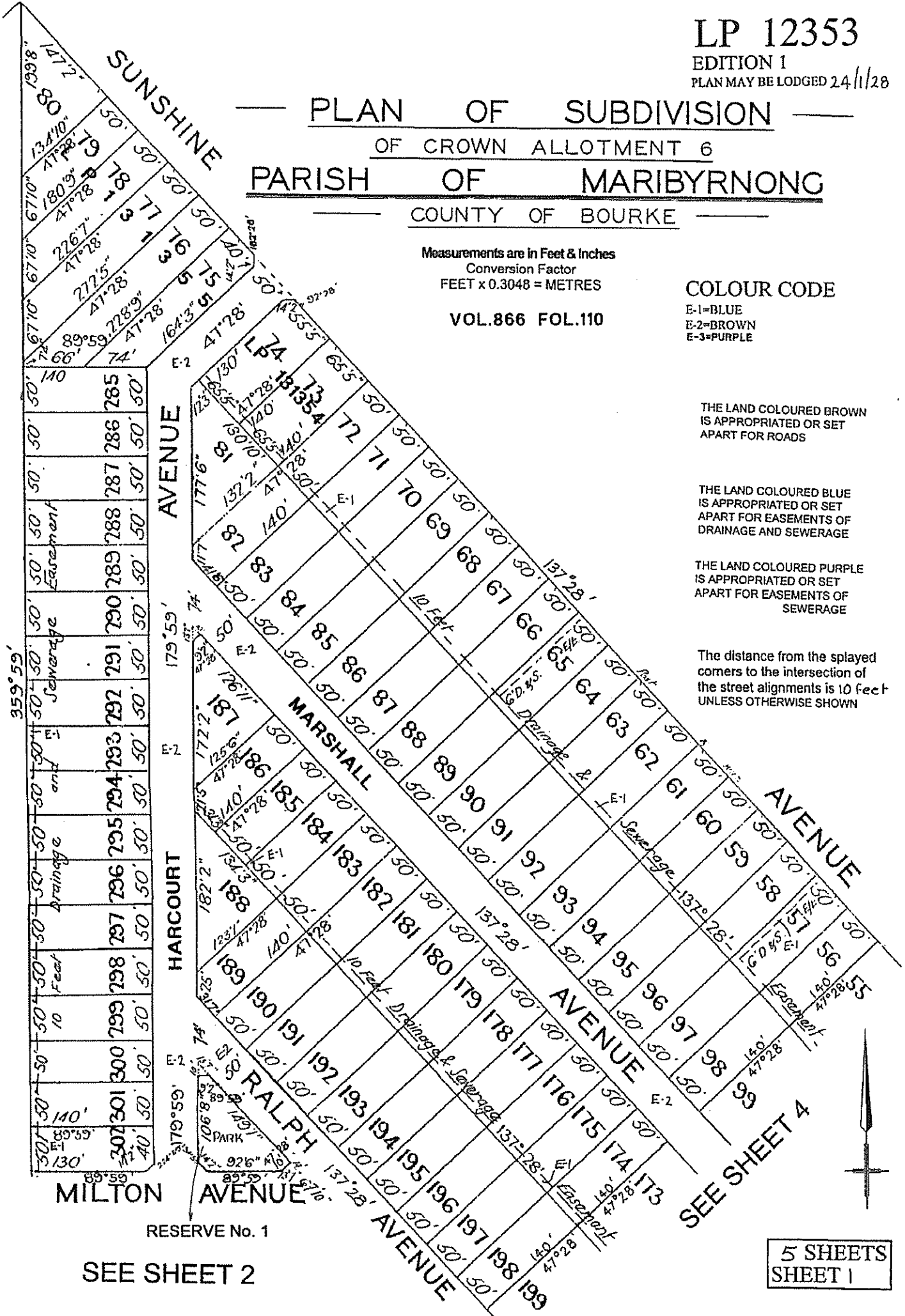
COLOUR CODE
E-1=BLUE
E-2=BROWN
E-3=PURPLE

THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR ROADS

THE LAND COLOURED BLUE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE AND SEWERAGE

THE LAND COLOURED PURPLE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
SEWERAGE

The distance from the splayed
corners to the intersection of
the street alignments is 10 feet
UNLESS OTHERWISE SHOWN

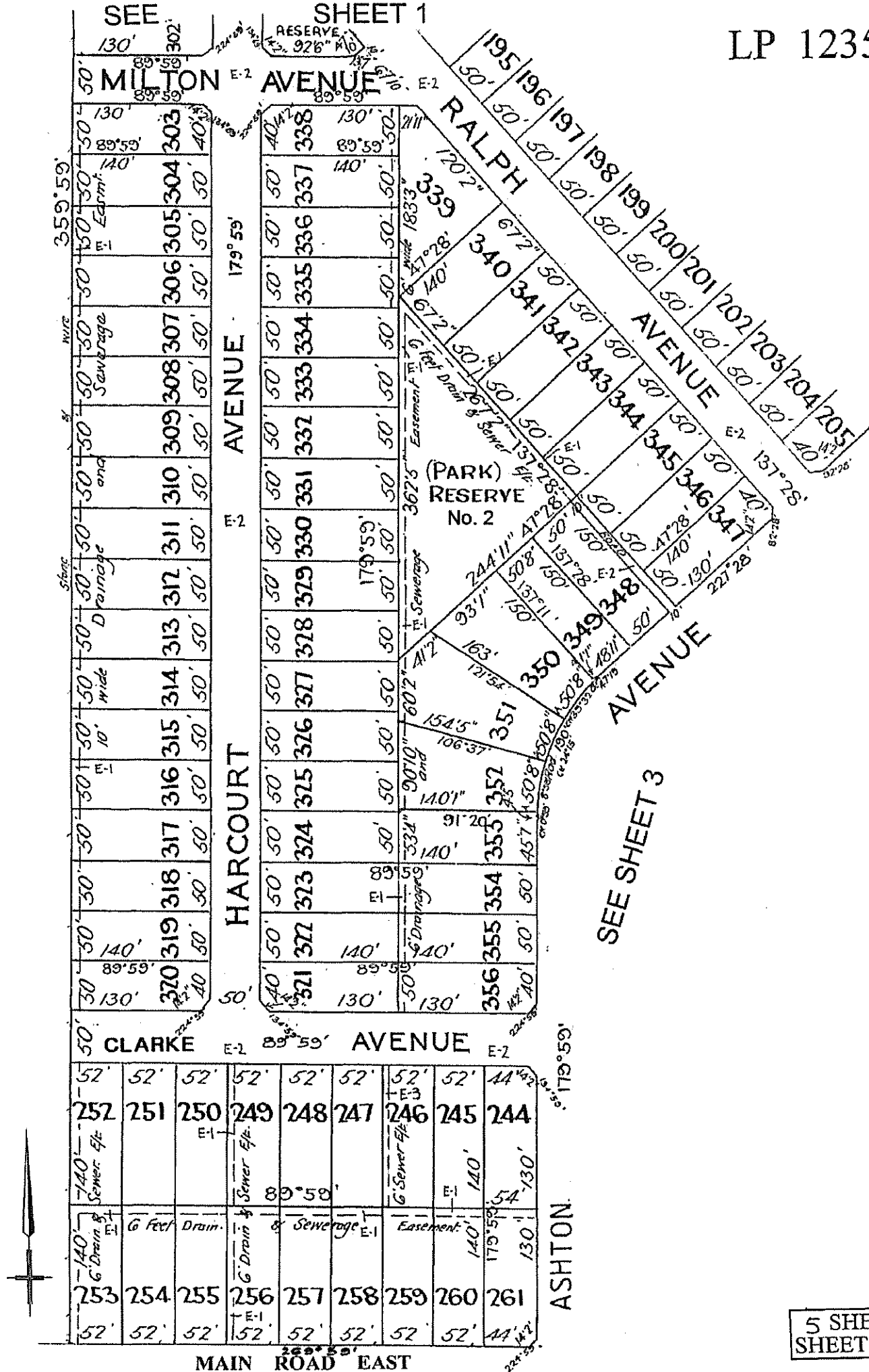


SEE SHEET 2

5 SHEETS
SHEET 1

SHEET 1

LP 12353



5 SHEETS
SHEET 2

LP 12353


5 SHEETS
SHEET 3

STREET NAME AMENDED
FROM SUNSHINE ROAD
TO SUNSHINE AVENUE
VIDE CAZ 1977 P.217 8/9/1981

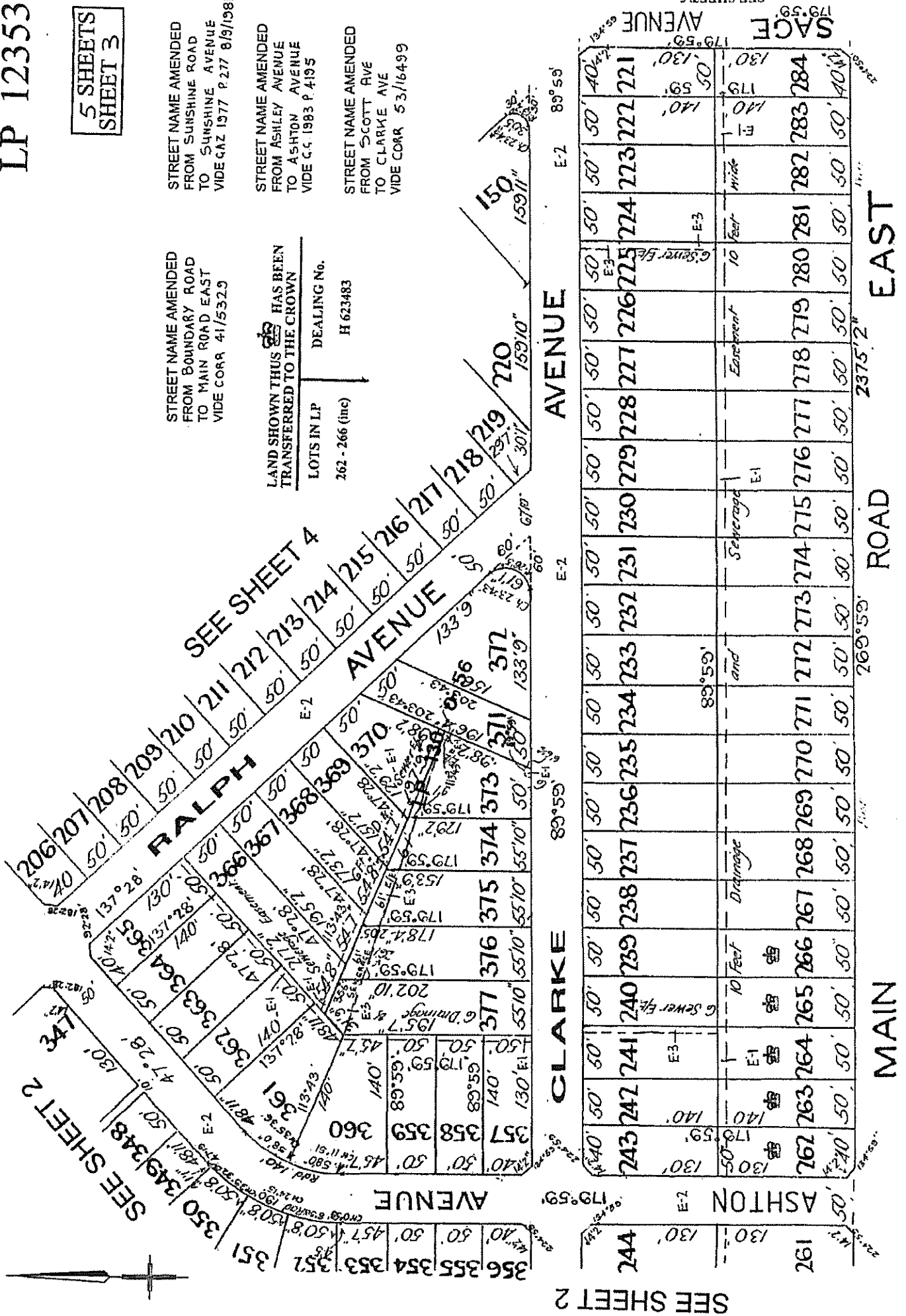
STREET NAME AMENDED
FROM ASHLEY AVENUE
TO ASHTON AVENUE
VIDE C. 1983 P.4195

STREET NAME AMENDED
FROM SCOTT AVE
TO CLARKE AVE
VIDE CORR 53/16499

STREET NAME AMENDED
FROM BOUNDARY ROAD
TO MAIN ROAD EAST
VIDE CORR 41/5329

LAND SHOWN THUS  HAS BEEN
TRANSFERRED TO THE CROWN

LOTS IN LP	DEALING NO.
262 - 266 (inc)	H 623483

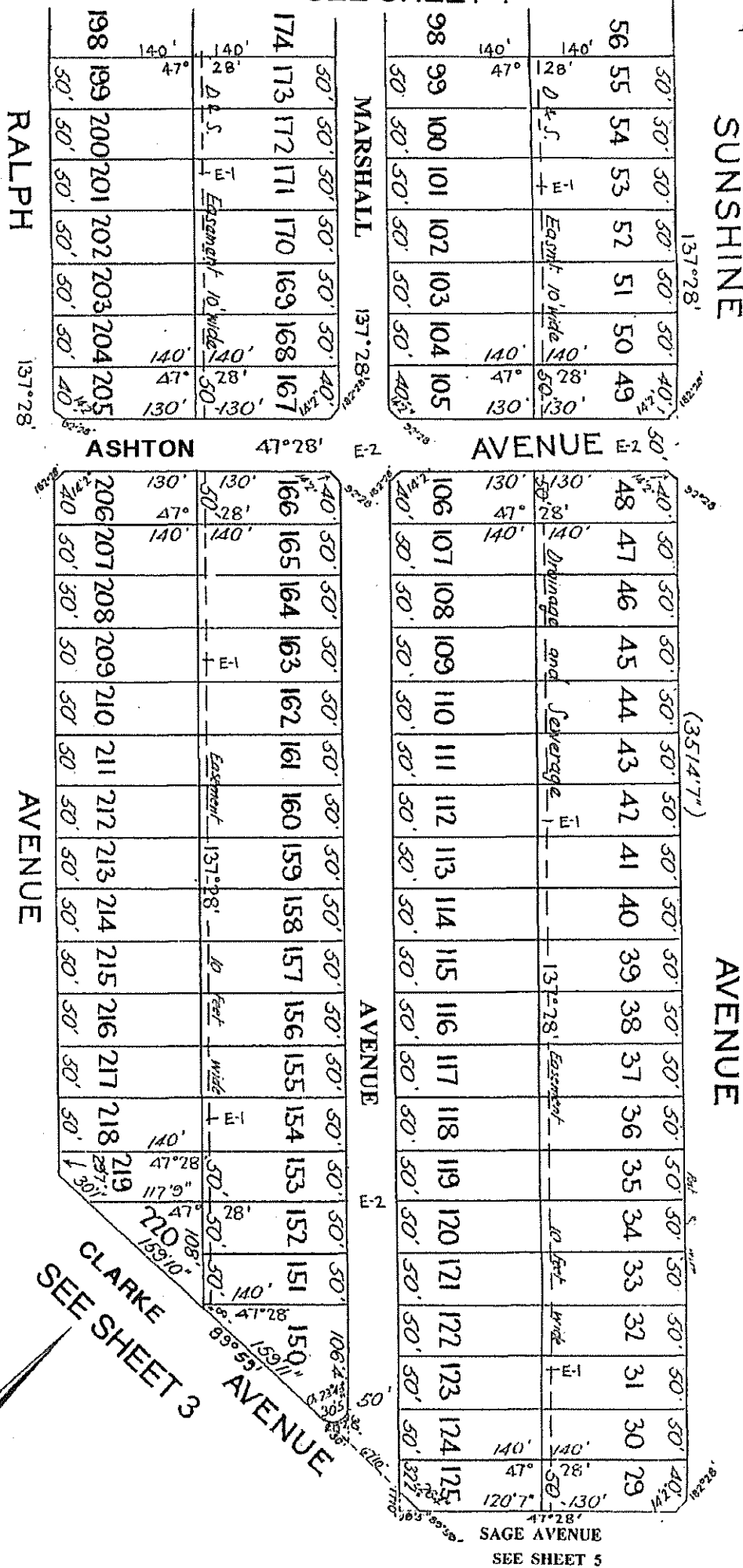


SEE SHEET 5

SEE SHEET 2

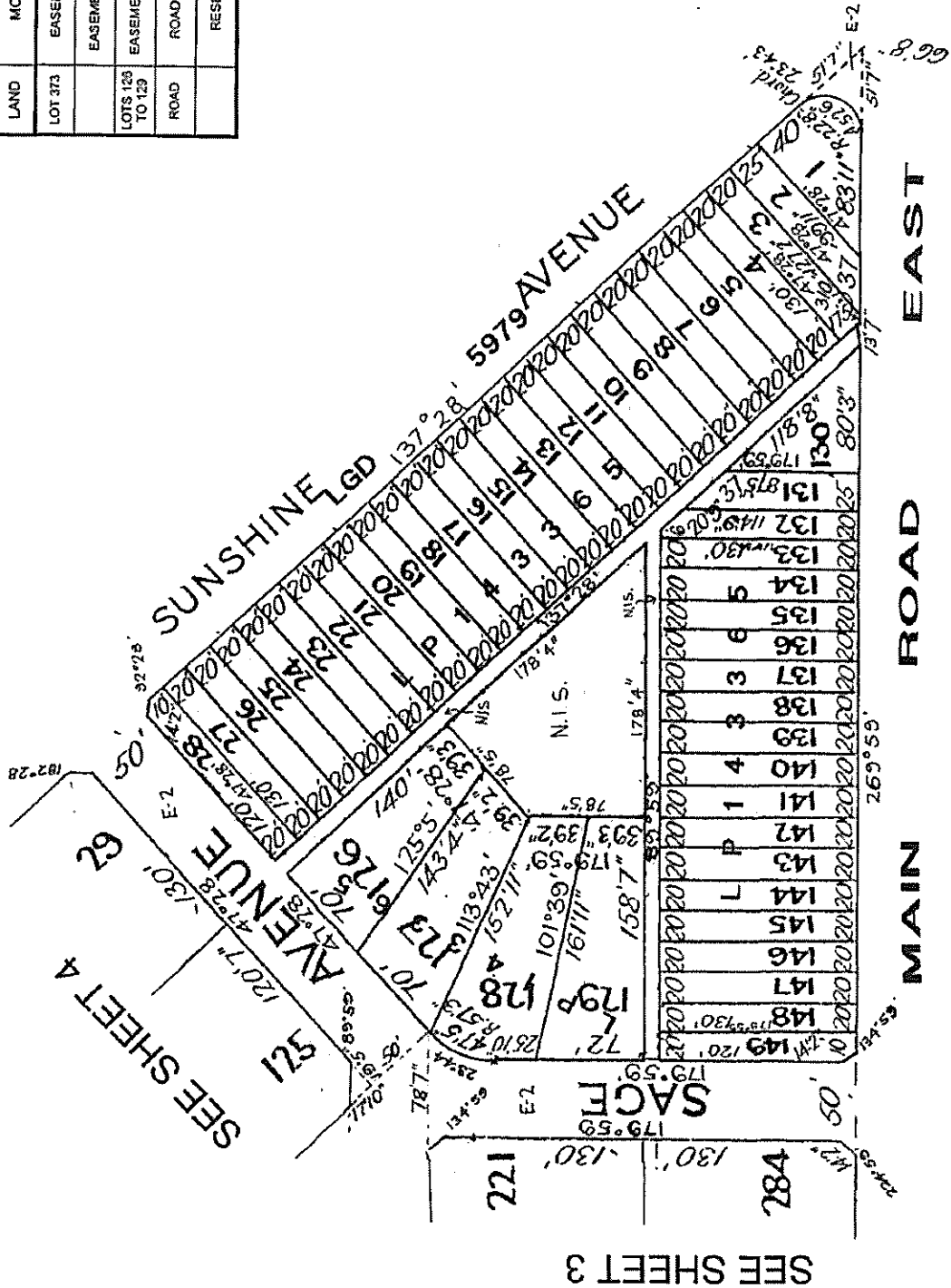
SEE SHEET 1

LP 12353



LP 12353

LIST OF MODIFICATIONS				
LAND	MODIFICATION	DEALING No:	A.R.T. EDN.	NEW
LOT 373	EASEMENT REMOVED	APP.2203 SEC.73		1
	EASEMENT SUBSTITUTED	APP.2203 SEC.73		1
LOTS 123 TO 129	EASEMENT EXTINGUISHED	LP.143395		1
ROAD	ROAD DISCONTINUED	L.G.D.3230		1
	RESERVE EXCISED	L.G.D.3182		1



5 SHEETS
SHEET 5



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Ferraro & Company Pty Limited C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4285

NO PROPOSALS. As at the 24th February 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

25 HARCOURT AVENUE, ST ALBANS 3021
CITY OF BRIMBANK

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 24th February 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 45799084 - 45799084141924 '4285'

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / FERRARO & COMPANY PTY LIMITED

Your Reference: 2104099
Certificate No: 43306560
Issue Date: 24 FEB 2021
Enquiries: ESYSPROD

Land Address: 25 HARCOURT AVENUE ST ALBANS VIC 3021

Land Id	Lot	Plan	Volume	Folio	Tax Payable
14790635	308	12353	9275	609	\$2,841.97

Vendor: BRANKO LEMAIC, MLADEN MILUTIN & 1 OTHER(S)
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR BRANKO LEMAIC	2021	\$460,000	\$1,236.23	\$0.00	\$1,236.23

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR BRANKO LEMAIC	2020	\$1,606.57	\$0.00	\$1,605.74

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 IMP VALUE:	\$520,000
SITE VALUE:	\$460,000
AMOUNT PAYABLE:	\$2,841.97

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 43306560

Power to issue Certificate

1. The Commissioner of State Revenue can 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. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. 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.

General information

6. 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.
7. 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 = \$695.00

Taxable Value = \$460,000

Calculated as \$275 plus (\$460,000 - \$250,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 43306560

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: 43306560

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

T 9249 4000
W brimbank.vic.gov.au

PO BOX 70
Sunshine, Victoria 3020

Rates and Charges for period 1 July 2020 to 30 June 2021.

Your Reference: 45799084-013-8
Assessment Number: 257857

Certificate Number: 95556
Issue date: 24/02/2021

APPLICANT:

LANDATA
GPO Box 527
MELBOURNE VIC 3001

PROPERTY LOCATION: 25 HARCOURT AVENUE ST ALBANS 3021

Title: LOT: 308 PLN: 12353
Volume No:
Folio No.
Ward: Horseshoe Bend

Capital Improved Value: \$520,000
Net Annual Value: \$26,000
Site Value: \$460,000
Effective Date: 1/07/2020
Base Date: 01/01/2020

RATES CHARGES AND OTHER MONIES:

Residential Rate Levied 21/08/2020	\$1,045.20
Municipal Charge Date Levied 21/08/2020	\$76.48
140ltr Environmental Charge Date Levied 21/08/2020	\$389.11
240ltr Green Waste Charge Date Levied 21/08/2020	\$133.81
Fire Service Levy Residential Charge Date Levied 21/08/2020	\$113.00
Fire Service Levy Residential Rate Date Levied 21/08/2020	\$28.08
Rate Arrears to 30/06/2020:	\$447.00
Interest to 24/02/2021:	\$57.06
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
Total Rates & Charges Due:	\$2,289.74
Additional Monies Owed:	
Debtor Balance Owing	
Special Charge:	
nil	nil
TOTAL DUE:	\$2,289.74

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.

Assessment Number: 257857
 Certificate Number: 95556



Biller Code: 93948
Reference No: 00000257857
Amount: \$2,289.74

Contact your bank or financial institution to
 make this payment directly from your cheque,
 savings or credit account.
More info: bpay.com.au

ADDITIONAL INFORMATION:

IMPORTANT INFORMATION:

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

 AUTHORISED OFFICER



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1218 1959 4113

DATE OF ISSUE - 24/02/2021

APPLICATION NO.

926210

LANDATA COUNTER SERVICES

YOUR REF.
45799084-027-5

SOURCE NO. 99904685210

PROPERTY: 25 HARCOURT AVENUE ST ALBANS VIC 3021

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of two hundred and eighty three dollars and eighty six cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2020 - 30/06/2021	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	104.32	Quarterly	31/03/2021	78.24	26.08
PARKS SERVICE CHARGES	79.02	Annually	30/06/2021	79.02	0.00
WATER NETWORK CHARGE RESIDENTIAL	210.80	Quarterly	31/03/2021	158.10	52.70
SEWERAGE NETWORK CHARGE RESIDENTIAL	252.60	Quarterly	31/03/2021	189.45	63.15
TOTAL	646.74			504.81	141.93

Service charges owing to 30/06/2020 0.00

Service charges owing for this financial year 141.93

Adjustments 0.00

Current amount outstanding 141.93

Plus remainder service charges to be billed 141.93

BALANCE including unbilled service charges 283.86

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789
Reference: 1218 1959 4113



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES

131691

REFERENCE NO.

1218 1959 4113

DATE OF ISSUE - 24/02/2021

APPLICATION NO.

926210

This statement does not include any volumetric charges from 26/06/2019. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



City West Water

ABN 70 066 902 467

Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES

131691

REFERENCE NO.

1218 1959 4113

DATE OF ISSUE - 24/02/2021

APPLICATION NO.

926210

Information given pursuant to section 158 of the Water Act 1989

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

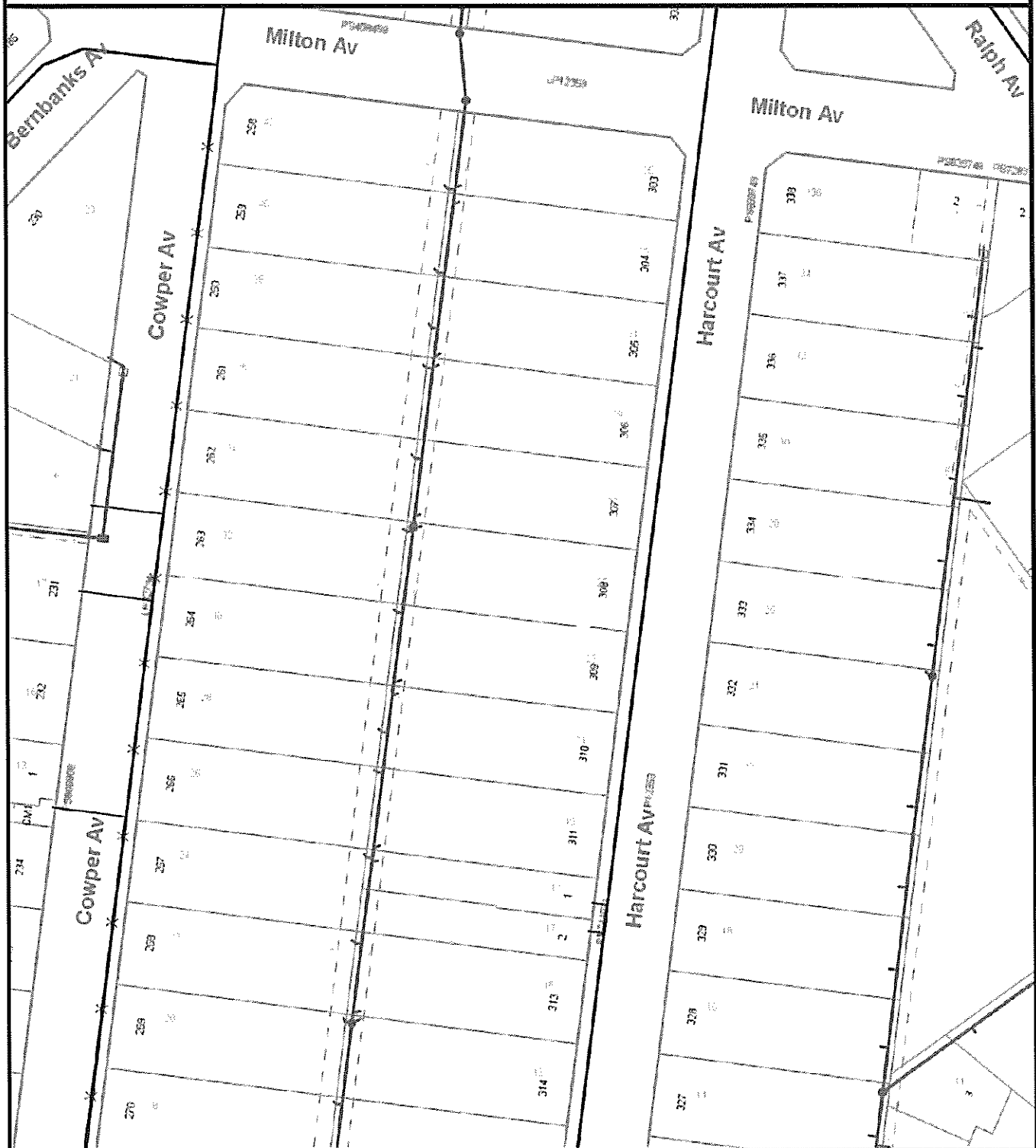


City West
Water

Encumbrance Plan

25 HARCOURT AVENUE ST ALBANS 3021

Application No. 926210



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main
	Sewer Main		MW Abandoned Channel		MW Water Main
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main
	Water Main		MW Underground Drain		MW Manhole
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole



Date: 24/02/2021

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



A.C.N. 096 989 589 A.B.N. 56 096 989 589

WERRIBEE SOIL TESTING Pty Ltd
Unit 5, 49-55 Riverside Ave,
Werribee 3030
Ph. (03) 9742 3435
Email. werribeesoiltesting@westnet.com.au

OUR REFERENCE: 174158

REPORT DATE: 26 September, 2017

SITE ADDRESS: 25 Harcourt Ave,
St Albans

CLIENT: David Calleja & Assoc P/L
137 Rowan Dr,
Kealba

CLIENT REFERENCE:

SUMMARY OF REPORT AND RECOMMENDATIONS

This summary information is provided to enable the client to identify the key features of the attached report and to assist in a preliminary costing of the project. It is not a substitute for understanding all of the information contained in the report nor is it a substitute for an appropriate design of the footings. The client must refer to the body of the attached report for details of these recommendations, other conclusions, advisory notes, warnings etc.

SITE CLASSIFICATION TO AS 2870-2011:	P (problem site)
SLAB ON GROUND TYPE:	Engineer designed
MINIMUM FOUNDING DEPTH FOR EDGE BEAMS:	200-300mm
WAFFLE RAFT TYPE:	Engineer designed
TIMBER FLOOR:	Engineer designed

NOTES & POTENTIAL SITE PROBLEMS:

Wet conditions will hinder traffic movements and construction activities.

The site is classified "P" because of abnormal moisture conditions caused by the existing building/s and trees.

Footings must be deepened below disturbed soil caused by building removal.

Testing was unable to be carried out under the existing buildings. If the soil profile differs to what is shown on the log section sheet we should be contacted to carry out further testing.

Robert Whan
Werribee Soil Testing Pty Ltd

INTRODUCTION

We have been commissioned to investigate the site conditions at 25 Harcourt Ave, St Albans to:

1. Classify the site in its present condition in accordance with AS2870-2011.
2. Alert the client to factors, which may affect the performance of the proposed building.
3. Recommend appropriate footings for the site, having regard to the client's preferences.

PROPOSED CONSTRUCTION

We understand that a single storey articulated brick veneer residence is proposed on this site.

NOTE: If the building type is changed this report may be inappropriate.

SITE DESCRIPTION

The proposed construction site is on the west side of the street and is virtually flat. Site drainage at the time of our investigation appears to be poor. At the time of testing existing buildings and significant trees were observed within the vicinity of the proposed building, which may affect the soil moisture and therefore impact on the performance of the building.

FIELDWORK AND FINDINGS

Three test sites were drilled by a hand auger, hand classified and described as shown on the attached Log Section Sheets. Also shown is the location of significant water seepage or water table if encountered. Based on our testing and the geological maps prepared by the Geological Survey of Victoria we revealed clays and weathered rock developed from Quaternary Basalts.

SITE CLASSIFICATION

The site has been *classified P* in accordance with section 2 of AS2870-2011.

The site is classified "P" because of abnormal moisture conditions caused by the existing building/s and trees.

NOTE: The above classification is made assuming that the site will not change significantly before construction of the proposed building. Site cuts in excess of 500mm or the addition of uncontrolled fill are considered significant changes and the site may need to be re-classified.

WAFFLE RAFT RECOMMENDATIONS

We recommend the use of an engineer designed "waffle raft" in accordance with the principles of Section 4, detailed as specified in Section 5 and constructed in accordance with Section 6 of AS2870-2011.

A characteristic surface movement (y_s), under **normal conditions** on this site has been estimated not to exceed 75mm. The design engineer must make an allowance for increased soil reactivity due to the abnormal moisture conditions and can refer to Appendix H of AS2870-2011 and Appendix CH in the commentary to AS2870-2011 for guidance.

The designer can assume a design bearing capacity of 50 kPa on the surface, provided a site scrape of at least 100mm over the building area is performed to remove all vegetation, organic topsoil and any loose fill.

Where filling of 300mm or less is encountered and is not compacted in accordance with the requirements of AS 2870-2011, Clause 6.4.2(a), all edge beams and internal beams (not Ribs) shall be founded at least 100mm into the natural stiff clay where a design bearing capacity of 100kPa can be assumed.

If fill exceeds 300mm, an engineer designed waffle raft supported on a grid of piers will need to be adopted over the affected area. The slab shall be designed in accordance with the principles given in Section 4 of AS2870-2011. Piers are to be founded at least 500mm into the natural stiff clay or on weathered rock where a design bearing capacity of 250kPa can be assumed.

In wet conditions softspots may be encountered. Where these softspots occur, beams are to be deepened to a depth where appropriate founding material is found.

SLAB ON GROUND RECOMMENDATIONS

The following recommendations assume that the depth of rolled fill, including existing fill, placed under the slab will not exceed 600mm of compacted sand or 300mm of other compacted materials. Any fill must be compacted in accordance with the requirements of AS 2870-2011, Clause 6.4.2(b).

If the above fill depths are exceeded the slab shall be designed as a suspended slab for the affected area.

We recommend the use of an engineer-designed slab in accordance with the principles of Section 4, detailed as specified in Section 5 and constructed in accordance with Section 6 of AS2870-2011.

A characteristic surface movement (y_s), under **normal conditions** on this site has been estimated not to exceed 75mm. The design engineer must make an allowance for increased soil reactivity due to the abnormal moisture conditions and can refer to Appendix H of AS2870-2011, and Appendix CH in the commentary to AS2870-2011 for guidance.

During our investigation a suitable founding depth for slab beams was found as follows:

Test Site	Minimum Founding Depth	Recommended Founding Material	Design Bearing Capacity
1	*300 mm	Stiff Clay	at least 100 kPa
2	*200 mm	Stiff Clay	at least 100 kPa
3	*200 mm	Stiff Clay	at least 100 kPa

NOTE: The above quoted depths were determined from surface level at the time of testing and may vary if the site is cut and/or filled. At all locations the slab beams should penetrate the "Recommended Founding Material" by at least 100mm.

* This minimum founding depth has not taken the abnormal moisture conditions into consideration. A deeper founding depth may be required depending on the engineers footing design requirements.

All vegetation and organic topsoil should be removed with a site scrape prior to construction commencing.

In wet conditions softspots may be encountered. Where these softspots occur, beams are to be deepened to a depth where appropriate founding material is found.

TIMBER FLOOR

Due to the presence of very highly reactive clays and abnormal moisture conditions, we recommend the use of engineer designed pier and beam footing system for the perimeter and long span floor joists for floor support.

A characteristic surface movement (y_s), under **normal conditions** on this site has been estimated not to exceed 75mm. The design engineer must make an allowance for increased soil reactivity due to the abnormal moisture conditions and can refer to Appendix H of AS2870-2011, and Appendix CH in the commentary to AS2870-2011 for guidance.

The footing system is to be designed in accordance with engineering principles given in Section 4, and be detailed as specified in Section 5 and constructed in accordance with Section 6 of AS2870-2011.

A minimum founding depth of *2500mm at each test site is suggested, provided the piers are founding a minimum of 500mm into the natural stiff clay. The use of a void former under the beam shall be adopted as part of the design. Further testing or pier inspections is recommended to confirm the design bearing capacity mentioned above, as drilling beyond the depths specified in AS287-2011, Clause 2.4.3 is beyond the scope of this report. (see Pier design under **Important Notes**)

* This minimum founding depth has not taken the abnormal moisture conditions into consideration. A deeper founding depth may be required depending on the engineers footing design requirements.

Where shallow rock is encountered, the footings can be reduced in depth provided the rock covers the bottom of the pier.

The use of engineered design screw piles may also be considered. The installer is to determine an appropriate founding depth.

TIMBER FLOOR(cont')

As an alternative to the above recommendations, the design engineer may wish to adopt strip footings with long span floor joists or isolated pad footings for floor support. This footing system is to be designed in accordance with engineering principles given in Section 4, and be detailed as specified in Section 5 and constructed in accordance with Section 6 of AS2870-2011.

A suitable founding depth for both strip footings and pads is to be determined by the design engineer. The engineer can assume a bearing capacity of 150kPa 200mm into the natural stiff clay.

IMPORTANT NOTES

Important information concerning the limitations of our investigation and of this report as well as General Building Recommendations and Advice is given in the attached "Report Addendum" which must be read in conjunction with this report. All of the Recommendations given in this report are made on the assumption that the building site will be maintained by the owner/occupier in accordance with Appendix B of AS 2870-2011 and the "Guide to home owners on foundation maintenance and footing performance, BTF 18" published by the CSIRO.

Building articulation

The provision of regularly spaced full height openings or articulation joints in masonry walls is an essential part of the construction of the proposed building on this site. Articulation joints shall comply with the requirements of AS/NZS 4773.2 and TN 61.

Drainage

Care must be taken not to allow the soil moisture conditions to alter significantly during and after construction by allowing water to pond close to the building. The soil surface surrounding the building must slope away from the footings at a minimum of 1:20 grade for a minimum distance of 1.2m. On sloping sites install cut off drains on the high side on the building to intercept surface and sub-surface ground water. Where site cuts have been done, the cut off drain should be installed at the toe of the cut.

All cut and fills should be battered or retained properly. As a general rule, batters of 45 degrees to the horizontal for clays and 30 degrees to the horizontal for sands should be adopted. Where this is not possible or desired, engineer designed retaining walls should be used. Where sites are prone to landslips, a landslip assessment should be carried out.

Trees

When designing for abnormal moisture conditions caused by trees, the design engineer must consider the species, potential size and possible influences on the proposed building. A suitably qualified arbourist familiar with the causes of abnormal moisture conditions may need to be engaged if the design engineer cannot determine these factors. Immature and small trees noted at the time of testing also need to be considered as a potential future cause of abnormal moisture conditions.

The location height and canopy size shown on the site sketch are approximate only. A feature survey of the site and adjoining properties may be needed if a more accurate site plan is required.

If trees are to be removed, footings and slab beams must be deepened below roots or disturbed soil caused by the tree removal.

Pier Design

If deep footings are required on this site, further testing may be required as drilling beyond the depths specified in AS287-2011, Clause 2.4.3 is beyond the scope of this report. Once the depth of the deep footings/piers has been determined, the design engineer may require further testing to be carried out to comply with the requirements specified in AS2870-2011, Clause 4.8.

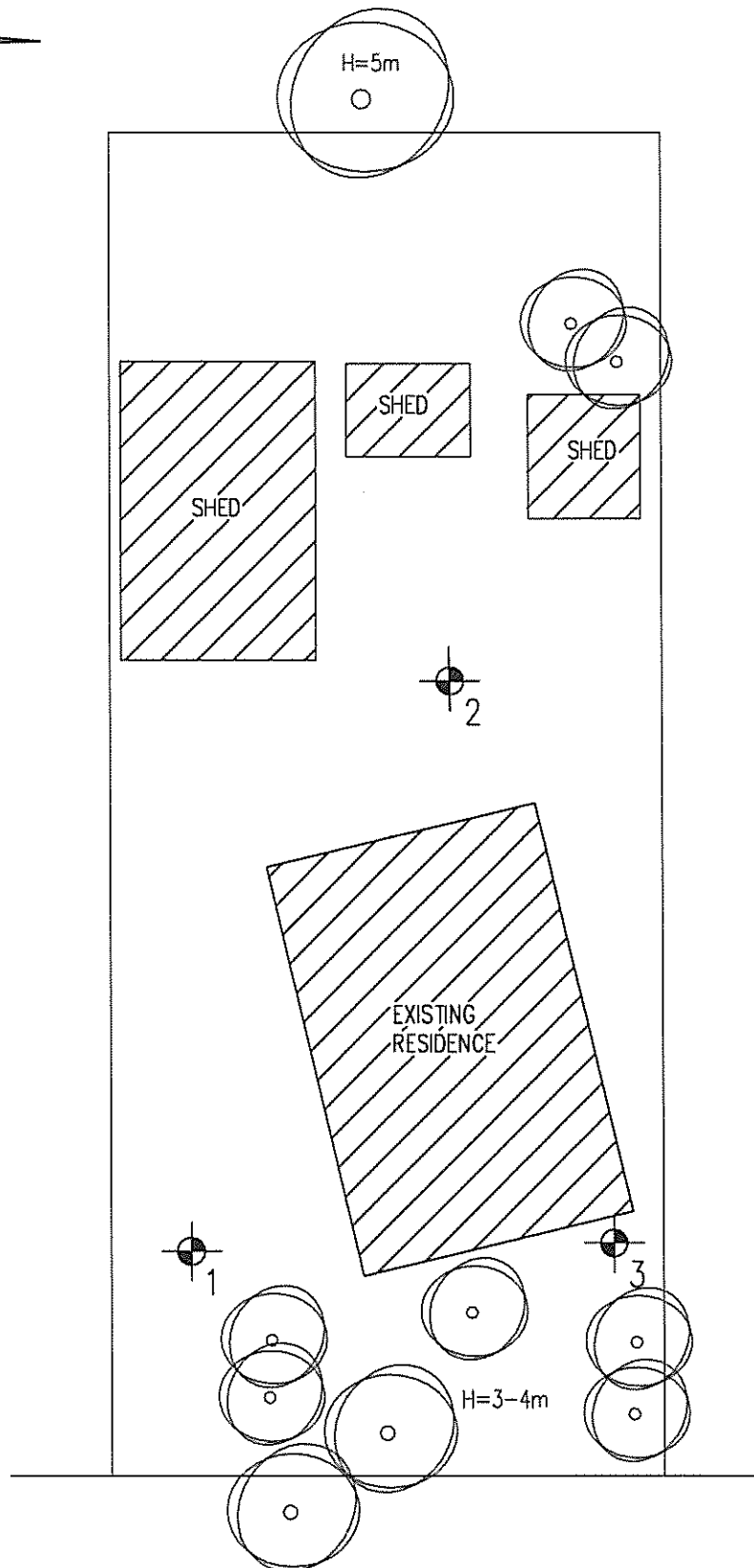
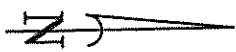
LOG SECTION SHEET

Reference: 174158

Address: 25 Harcourt Ave, St Albans

Date Tested: 19.9.17

Test Site 1 refer to site sketch for location				Test Site 2 refer to site sketch for location				Test Site 3 refer to site sketch for location			
Depth (mm)	Description	Fill	Test	Depth (mm)	Description	Fill	Test	Depth (mm)	Description	Fill	Test
100	FILL clay mix			100	FILL clay mix			100	FILL clay mix		
200	moderately compacted			200	CLAY (grey-brown)			200	CLAY (grey-brown)		
300	CLAY (grey-brown) moist and stiff (brown)			300	moist and stiff (brown) (light grey)			300	moist and stiff (brown) (light grey)		
400				400							
500				500							
600				600							
700				700							
800	(light grey)			800	(light grey)			800	(light grey)		
900				900							
1000				1000							
1100				1100							
1200	+ carbonates + Basalt			1200				1200			
1300				1300							
1400	unable to penetrate			1400	+ carbonates + Basalt			1300	+ carbonates + Basalt		
1500				1500							
1600				1600							
1700				1700							
1800				1800							
1900				1900							
2000				2000							
2100				2100							
2200				2200							
2300				2300							
2400	2400										
2500	2500										
2600	2600										
2700	2700										
2800	2800										
2900	2900										
3000	3000										
									END		



Harcourt Avenue



SITE SKETCH AND TEST SITE LOCATIONS

NOT TO SCALE

LEGEND:

×10.00
Spot levels

Test Site

Buildings

Trees

Paving

H=height
C=canopy

ADDENDUM

IMPORTANT NOTES RELATING TO THE ATTACHED REPORT

1. The field work carried out on the site at the time of our visit may not detect localised abnormalities (i.e. localised filling, tree scrub holes, etc.) which can only be accurately located at the time of excavations. During excavation for footing construction if a soil profile different from that indicated in this report is found, Werribee Soil Testing must be contacted for a further inspection and advice as appropriate.

Furthermore the report was based upon the site conditions existing at the time of testing. Changes in site drainage, groundwater fluctuation, flooding, earthquake or addition of excessive fill could alter the soil conditions on the site. If any of these conditions occur, additional tests may be necessary.

2. The recommendations in this report are based on the following:
 - (a) Information about the site, proposed site treatment, building type and size conveyed to us by the client or his agent.
 - (b) The most recent information available to us in soil testing and design.
 - (c) The location of our test sites and the information gained from this and other investigations.

Should the client or his agent neglect to supply us with correct relevant information, including information about previous buildings, trees or activities on the site, or should significant changes be made to the building type, size and/or position, our report may be made irrelevant or inappropriate. In such cases, we do not take responsibility for the consequences and we reserve the right to make an additional charge if more testing or a change to the report is necessary.

3. Notwithstanding the recommendations made in this report, wherever footings are close to any excavations or easements, that part of the footing should be deepened so that the projection from the underside of the footing to the bottom of the excavation makes an angle not exceeding 30 degrees in sandy soils and 45 degrees in clayey soils. (This angle is measured from the horizontal). We do not recommend a steeper angle unless sufficient testing is carried out to indicate otherwise or unless the footings are founded on competent rock.
4. Unless otherwise stated, any dimensions, slope directions or magnitudes shown must not be used for any building costing calculations and/or positioning. Any sketch supplied should be considered as only approximate pictorial evidence of our work.
5. The client is advised that the recommendations made in this report assume that the building site will be maintained in accordance with the "Guide to home owners on foundation maintenance and footing performance, BTF 18" published by the CSIRO.
A copy of BTF 18 is available from the CSIRO on request.
6. Werribee Soil Testing takes no responsibility for it's reports which have been altered in any way or which are not reproduced in full, including this report addendum.

GENERAL BUILDING RECOMMENDATIONS

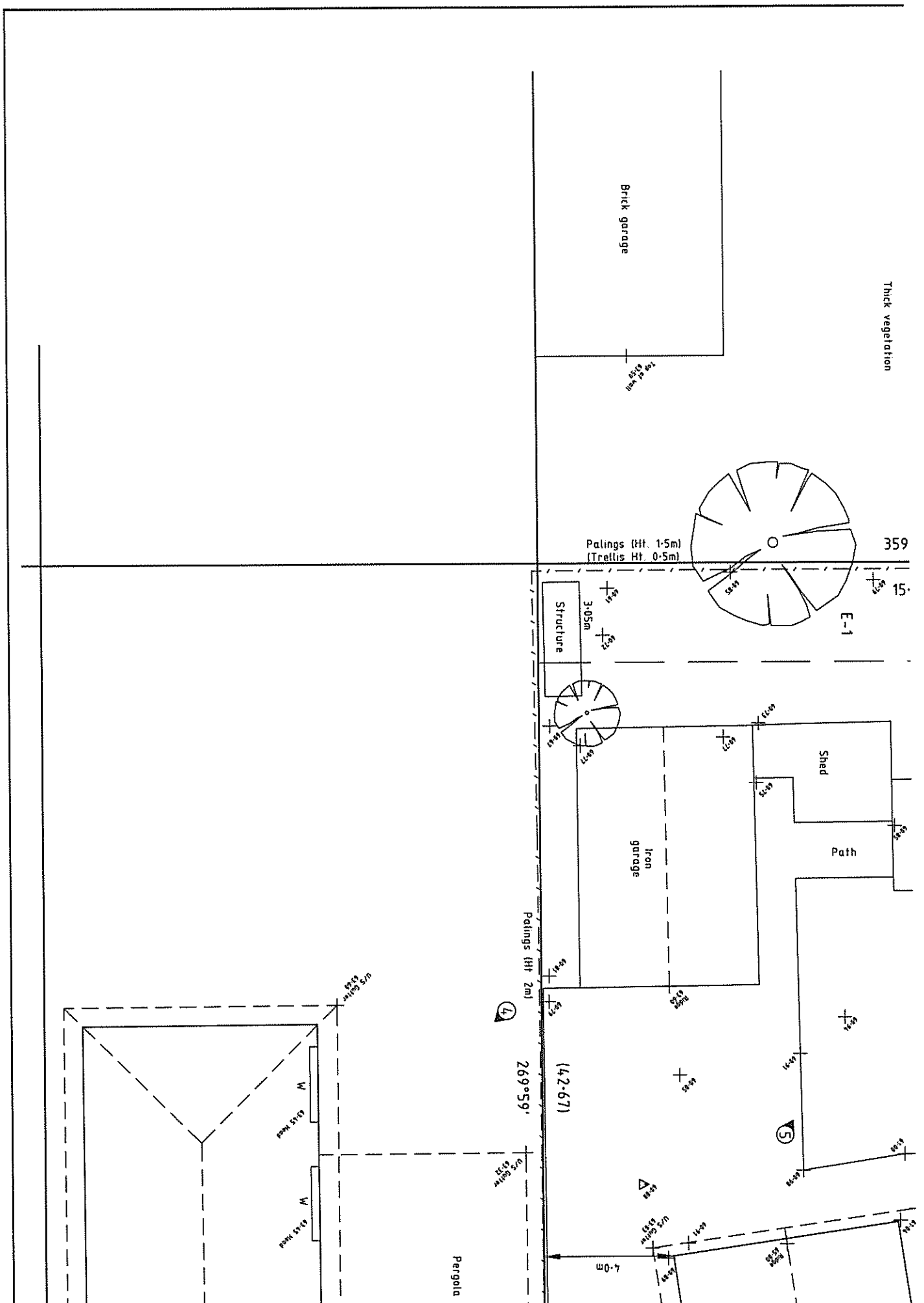
DRAINAGE – Adequate and effective site drainage is one of the most important design features of a successful footing system. The soil surface surrounding the building must slope away from the footings at a minimum of 1:20 grade for a minimum distance of 1.2m. On reactive sites, we recommend that the soil within 1.2m of the building perimeter be covered with an impermeable membrane such as concrete paving or plastic sheeting. Spoon drains, surface grates and/or slotted agricultural drains must be used in site cuts and elsewhere to prevent water from accumulating close to the building. Roof water must be diverted away from the building during construction by using temporary drains. All plumbing and drainage services must be adequately maintained and leaks repaired promptly.

PRE-EXISTING STRUCTURES – If the removal of any pre-existing structure or vegetation disturbs the foundation soil, then we recommend the local deepening of the footing to a depth of at least 200mm below the disturbed level.

In MODERATELY, HIGHLY or EXTREMELY reactive sites (Classification "M", "H1", "H2" or "E") and on PROBLEM sites (Classification "P"), minor wall and floor movements are inevitable. On such sites, we make the following additional construction recommendations to minimise the effects of soil movement:

1. Avoid archways, wing walls, narrow isolated wall panels near corners and brickwork over doors and windows (instead use full height doors and windows or timber panels above doors and windows).
2. Use full height openings and correctly articulated brickwork at regular intervals to allow for minor wall movements without causing unsightly cracking in the brickwork.
3. Any extension to an earlier structure should be separated by an appropriate articulation joint or opening and must not be connected with interlocking brickwork unless special precautions are taken.
4. Avoid excavations close to footings. Excavations should not be closer to the building than a distance equal to 2.0 times the depth of the excavation. The base of drainage excavations close to or under the building must slope away from the building to avoid water accumulation. Trenches must be backfilled with moist soil native to the site and compacted in thin layers.
5. Brittle floor tiles should be laid using flexible adhesive at least three months after the slab has started to dry (i.e. from the time the slab was last wet from rain or construction).
6. "In-fill" type floor slabs for garages, porches, paths etc. are likely to exhibit minor movements and cracking. Such slabs must be separated from walls and footings using an appropriate compressible filler.

VEGETATION AND GARDEN DESIGN – Inappropriate garden design and/or planting of trees and shrubs too close to the building can have a severe effect on the performance of the footing system and thus the building, as can excessive garden watering or the use of fixed sprinkler systems. The type and proximity of trees which may be safely planted depends on a number of factors including tree species, site classification etc. As a rough guide, trees should not be planted closer to the building than a distance approximately equal to their mature height. More details are given in the "Guide to home owners on foundation maintenance and footing performance, BTF 18" published by the CSIRO.



COPY TO: APPLICANT
TRIM**BRIMBANK CITY COUNCIL****PLANNING
PERMIT**

Permit No.:

P606/2016

Planning Scheme:

Brimbank Planning SchemeResponsible
Authority:**Brimbank City Council****ADDRESS OF THE LAND:**

LOT 308, PLN 12353, 25 HARCOURT AVE ST ALBANS

THE PERMIT ALLOWS:

CONSTRUCTION OF ADDITIONS (CARPORT) TO THE EXISTING DWELLING AND
CONSTRUCTION OF A SINGLE STOREY DWELLING TO THE REAR IN ACCORDANCE
WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Amended Plans

- (1) Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and one digital copy must be provided. The plans must be generally in accordance with the plans submitted with the application (received by Council on 9 March 2017) but modified to show:
 - (a) A landscape plan prepared by a landscape architect or a suitably qualified or experienced person, in accordance with Condition 4 for the entire site
 - (b) The garage structure over the easement serving Unit 2 must be converted to a fully demountable flat roof carport structure to the satisfaction of the Responsible Authority.
- (2) The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Improvement Works to Existing Dwelling

- (3) Prior to the issue of a certificate of occupancy (under the Building Regulations) for the proposed dwelling, or the subdivision of the land (whichever event occurs the first) all the buildings and works as required for the existing dwelling as shown on the endorsed plans and this permit must be undertaken and completed to the satisfaction of the Responsible Authority. This includes the demolition of the carport and internal walls to convert the dwelling to two bedrooms and the construction of the carport to the rear.

DATE ISSUED: 24/08/2017**SIGNATURE OF THE
RESPONSIBLE AUTHORITY:***Dhiraj Joti*

Landscaping

- (4) A landscape plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority for the entire site. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and one digital copy must be provided. The plan must show:
- (a) Details of surface finishes of pathways and driveways
 - (b) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names common names, pot sizes, sizes at maturity, and quantities of each plant
 - (c) Landscaping and planting within all open areas of the site
 - (d) Appropriate irrigation system
 - (e) A minimum of 1 medium-sized tree of 6-12 metres (at maturity) should be provided in the front setback of the existing dwelling.
 - (f) A minimum of 1 small to medium sized tree up to 6 metres (at maturity) should be provided in the secluded private open space areas of each dwelling.

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

- (5) Prior to the Occupancy Permit being issued for the buildings hereby permitted, landscaping works as shown on the endorsed plans must be completed to the satisfaction of the Responsible Authority.
- (6) The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.
- (7) A cash bond for \$1000, plus a non-refundable 5% service charge of \$50 (Total of \$1050), shall be lodged with the Responsible Authority prior to the collection of endorsed plans to ensure the completion and establishment of landscaped areas. This cash bond will only be refunded after a 13 week establishment period beginning when the Responsible Authority is satisfied with the completed landscaping works, provided that the landscape is being maintained to the satisfaction of the Responsible Authority.

General

- (8) During the construction phase of the development, the following conditions shall be met:
- (a) Only clean rainwater shall be discharged to the stormwater drainage system;
 - (b) Stormwater drainage system protection measures shall be installed as required to ensure that no solid waste, sediment, sand, soil, clay or stones from the premises, enters the stormwater drainage system;
 - (c) Vehicle borne materials shall not accumulate on the roads abutting the site;
 - (d) All machinery and equipment must be cleaned (if required) on site and not on adjacent footpaths or roads;

DATE ISSUED: 24/08/2017

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Dhiraj Joti

- (e) All litter (including items such as cement bags, food packaging and plastic stripping) must be disposed of responsibly;
- (f) All site operations shall comply with the Environment Protection (Residential Noise) Regulations 2008.

Car Parking

- (9) Before the occupation of the development starts, the areas set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
 - (a) Constructed in concrete or asphalt;
 - (b) Properly formed to such levels that they can be used in accordance with the plans;
 - (c) Drained and
 - (d) Maintained

All to the satisfaction of the Responsible Authority. Car spaces, access lanes and driveways must be kept available for these purposes at all times.

- (10) Vehicular crossing(s) must be constructed to the road to suit the proposed driveway(s) to the satisfaction of the Responsible Authority prior to any works being undertaken on the site. A Vehicle Crossing Permit must be obtained from Council's Engineering Department prior to any works commencing on the site.
- (11) All disused or redundant vehicle crossings must be removed and replaced with kerb and channel, naturestrip and footpath to the satisfaction of the Responsible Authority. A permit must be obtained from Council's Engineering Department prior to the commencement of these works.
- (12) The owner/developer is responsible for determining the location of any road infrastructure or non-road infrastructure in the road reserve (e.g. pits, poles, water mains, gas mains, telecommunications cables etc.) that could be affected by the installation of the new crossover(s) or related works. Any existing road infrastructure or non-road infrastructure located within or adjacent to the new crossover(s) must be altered, relocated or reconstructed to the satisfaction of the Responsible Authority and/or the relevant utility provider or infrastructure manager at the expense of the owner/developer.

Engineering

- (13) Access to the site and ancillary road works must be constructed in accordance with the requirement of the Responsible Authority.
- (14) The entire development site must be connected to the existing underground drainage and sewerage systems to the satisfaction of the Responsible Authority.
- (15) The crossover(s) must be located and constructed to the satisfaction of the Responsible Authority in accordance with plans approved by the Responsible Authority. The plans submitted must show all services within the road reservation including power poles, drainage pits, Telstra pits, trees, road humps, bus stops and

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Dhiraj Joti

any other road infrastructure or asset that may hinder or impact on the operation of the crossover.

- (16) Protective kerbs (of a minimum height of 150mm) must be provided to the satisfaction of the Responsible Authority to prevent damage to fences or landscaped areas and to control drainage flows.
- (17) A separate approval for the construction of a carport over Council's easement is required from Council's Engineering Services department.

Multi Unit Residential Development

- (18) Provision must be made for a suitable structure or structures for receiving mail and newspapers. Such area shall be kept clean and tidy. The structure shall include separate provision for each unit to receive papers.
- (19) All service meters must be located in the front of the units in a location easily accessible to the various authorities.
- (20) The electrical meter box(es) must be within a suitable structure treated with appropriate materials to positively contribute to the amenity of the area and be to the satisfaction of the Responsible Authority.
- (21) All pipes, fixtures, fittings and vents servicing any building on the site must be concealed in service ducts or otherwise hidden from view to the satisfaction of the Responsible Authority.
- (22) The walls on the boundary of the adjoining properties shall be cleaned and finished to the satisfaction of the Responsible Authority.
- (23) Provision must be made on the land for the storage of waste and recycling bins in a location that is not visible from the street to the satisfaction of the Responsible Authority.
- (24) Prior to the occupation of the dwellings hereby permitted all side, rear and internal fencing must be a minimum height of 1.8m above the finished ground level (except where visibility splays are required toward the front of the site) and be in good condition to the satisfaction of the Responsible Authority. The owner of the subject land must pay all costs associated with the construction / modification of the fence(s) (including materials), to the satisfaction of the Responsible Authority.

Time Limit

- (25) This permit will expire if one of the following circumstances applies:
 - (a) The development is not started within two years of the date of this permit,
 - (b) The development is not completed within four years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires, or:

DATE ISSUED: 24/08/2017

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Dhiraj Joti

- (a) Within six months afterwards for commencement, or
- (b) Within twelve months afterwards for completion.

Notes

- (1) This is not a Building Permit. Please consult a Building Surveyor and ensure that a Building Permit is obtained prior to the commencement of works.
- (2) Building Surveyor Note: A siting assessment has already been undertaken and therefore an assessment under Part 4 of the Building Regulations 2006 is not required.
- (3) Approval must be obtained from Council's Engineering Department (Phone: 9249 4430) for the construction or alteration of any vehicle crossings prior to the commencement of any works on the site.
- (4) Prior to any works commencing on site, an Asset Protection Permit must be obtained from Council's Engineering Department (Phone: 9249 4430).
- (5) A copy of this permit and the endorsed plans must be provided to all builders and contractors who are to work on the site so that they are aware of the conditions to which this approval is subject.
- (6) If there is a change in ownership or any change in detail of the payee for the landscape bond, a 'Transferral of Bond' form can be obtained from Council's City Planning Unit (9249 4606) ensuring the details of new payee of the landscape bond are transferred to the application.

DATE ISSUED: 24/08/2017**SIGNATURE OF THE
RESPONSIBLE AUTHORITY:**

Dhiraj Joti

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

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

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT APPEALS?

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

DAVID CALLEJA & ASSOC. PTY LTD ABN No.56 050 194 011

137 Rowan Drive,

Kealba Vic 3021

Australia

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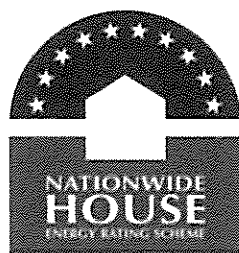
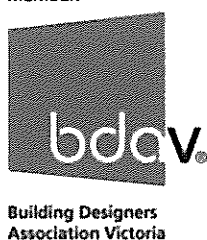
HOUSE ENERGY RATING

For Proposed Residence
At Lot 308 (25) Harcourt Ave., St Albans 3021

SUMMARY REPORT

GRND CONCRETE FLOOR	–	Concrete slab on ground
BRICK VENEER WALLS	–	R2.5 Rockwool Batts with 1 layer of double-side sisilation foil
GARAGE AND LAUNDRY PARTITION WALLS	–	R2.5 Rockwool Batts
CEILING	–	Insulation – R6.0 Batts
ROOF	–	Tiled Roof
WINDOWS	- Aluminium Awning Sliding/Fixed	– SG clear glass A: U=6.7; SHGC=0.57 – SG clear glass B: U=6.7; SHGC=0.7
GLASS SLIDING DOORS	Sliding/Fixed	– SG clear glass B: U=6.7; SHGC=0.7
DOORS	–	Drought proof external doors
VENTS	–	Drought proof all vents

MEMBER



David Calleja VIC/BDAV/10/0084
Date: 09/05/18
Job No: 35050

Nationwide House Energy Rating Scheme* Certificate



Certificate Number: I1MXNOSO7N

Date of Certificate: 9 May 2018

★ Star rating: 6

Assessor details

Accreditation number: VIC/BDAV/10/0084
Name: David Calleja
Organisation: David Calleja & Associates Pty Ltd
Email: callejadavid@optushome.com.au
Phone: 0393641163
Declaration of interest: No potential conflicts of interest to declare
Software: FirstRate5: 5.2.7 (3.13)
AAO: BDAV

Overview

Dwelling details

Address: 2, 25 Harcourt Avenue
Suburb: St Albans
State: VIC Postcode: 3000
Type: New Home NCC Class: Class 1a
Lot/DP number: 308 NatHERS climate zone: 21
Exposure: suburban

Key construction and insulation materials (see following pages for details)

Construction: Wall: Brick / Lightweight Clad
Roof: Colorbond Metal
Floor: Concrete Slab on Ground
Insulation: Wall: R2.5 Rockwool
Roof: R6.0 Batts
Floor: N/A
Glazing: Aluminium Improved
Single Glazed- Clear

Net floor area (m²)

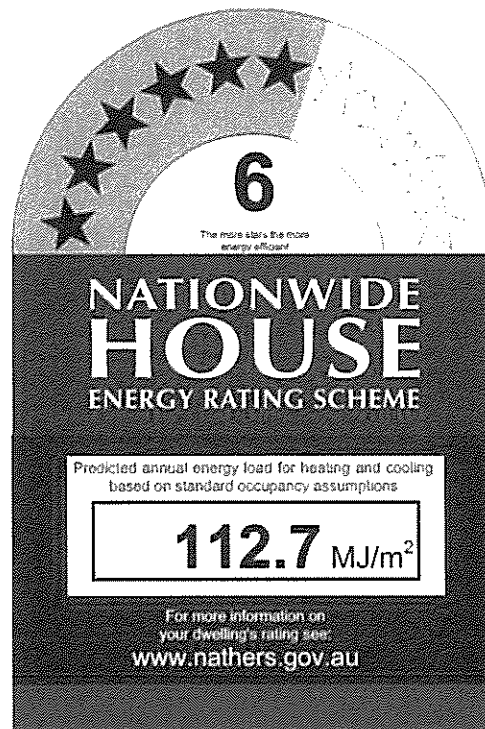
Conditioned: 79.9
Unconditioned: 10.3
Garage: 21.1
TOTAL: 111.3

Annual thermal performance loads (MJ/m²)

Heating: 95.2
Cooling: 17.5
TOTAL: 112.7

Plan documents

Plan ref/date: Har308(25)
Prepared by: David Calleja



Ceiling penetrations (see following pages for details)

Sealed: 0
Unsealed: 0
TOTAL: 0

Principal downlight type: LED

**NOTE: This total is the maximum number of ceiling penetrations allowed to a ceiling (under a roof) for this certificate. If this number is exceeded in construction then this certificate IS NOT VALID and a new certificate is required. Loss of ceiling insulation for the penetrations listed has been taken into account with the rating.

Window selection - default windows only

Note on allowable window values: Only a 5% tolerance to the nominated SHGC window values shown on page 2 can be used with this rating.

Note: Only a +/-5% SHGC tolerance is allowed with this rating.

NB: This tolerance ONLY applies to SHGC, the U-value can always be lower but not higher than the values stated on page 2.

If any of the windows selected are outside the 5% tolerance then this certificate is no longer valid and the dwelling will need to be re-rated to confirm compliance.

Scan to access this certificate online and confirm this is valid.



<https://www.fr5.com.au/QRCodeLanding?PublicId=I1MXNOSO7N>



Nationwide House Energy Rating Scheme* Certificate

Certificate Number: 11MXNOS07N

Date of Certificate: 9 May 2018

* Star rating: 6

Building Features

Windows type and performance value

Window ID	Window type	U-value	SHGC
ALM-001-01 A	Aluminium A SG Clear	6.7	0.57
ALM-002-01 A	Aluminium B SG Clear	6.7	0.7

Windows schedule

Window ID	Window no.	Height (mm)	Width (mm)	Orientation	Zone name	Outdoor shade
ALM-001-01 A	Opening 6	1800	910	W	Kitchen/Living	No
ALM-001-01 A	Opening 7	1800	910	W	Kitchen/Living	No
ALM-002-01 A	Opening 8	2100	1810	W	Kitchen/Living	No
ALM-001-01 A	Opening 9	1000	1510	W	Kitchen/Living	No
ALM-001-01 A	Opening 10	1000	610	N	L'dry	No
ALM-001-01 A	Opening 12	1200	1210	N	Bath	No
ALM-001-01 A	Opening 13	1000	450	N	Wc	No
ALM-001-01 A	Opening 14	2100	820	W	Bed 3	No
ALM-001-01 A	Opening 1	1800	1510	S	Bed 2	No
ALM-001-01 A	Opening 2	1800	1510	S	Bed 1	No

Roof windows and skylight type and performance value

ID	Window type	U-value	SHGC			
Roof window and skylight schedule						
ID	Roof window/ skylight no.	Area (m ²)	Orientation	Zone name	Outdoor shade	Indoor shade/ diffuser

External wall type

Type	Insulation	Wall wrap
1 : BV - Insulated Brick Veneer - R2.5	Rockwool batt: R2.5 (R2.5)	Yes
2 : FR5 - Single Brick	No	No
3 : B - Weatherboard Cladding R2.0	Glass fibre batt: R2.0 (R2.0)	Yes

External wall schedule

Wall type	Area (m ²)	Orientation	Zone name	Fixed shade	Eaves
1 : BV - Insulated Brick Veneer - R2.5	3.7	E	Kitchen/Living	Yes	Yes

Nationwide House Energy Rating Scheme* Certificate



Certificate Number: I1MXNOSO7N

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Building Features

1 : BV - Insulated Brick Veneer - R2.5 Rockwool	8.8	N	Kitchen/Living	Yes	No
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	27.2	W	Kitchen/Living	Yes	No
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	9.7	S	Kitchen/Living	Yes	Yes
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	4.3	N	L'dry	Yes	No
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	4.8	N	Bath	Yes	No
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	2.4	N	Wc	Yes	No
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	9.7	E	Bed 3	No	Yes
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	8.1	N	Bed 3	No	No
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	3.2	W	Bed 3	Yes	No
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	8.1	S	Bed 2	Yes	Yes
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	9.6	E	Bed 2	No	No
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	5.4	S	Bed 1	Yes	Yes
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	4	E	Bed 1	Yes	Yes
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	4.3	S	Wir	Yes	Yes
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	2.8	E	Wir	Yes	Yes
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	0.7	N	Garage	Yes	No
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	0.4	E	Garage	Yes	No
2 : FR5 - Single Brick	6.1	N	Garage	Yes	No
3 : B - Weatherboard Cladding R2.0	7.7	N	Garage	Yes	No
3 : B - Weatherboard Cladding R2.0	9.7	W	Garage	No	No
3 : B - Weatherboard Cladding R2.0	7.7	S	Garage	No	No
2 : FR5 - Single Brick	8.2	S	Garage	No	No
1 : BV - Insulated Brick Veneer - R2.5 Rockwool	9.3	E	Garage	Yes	No

Nationwide House Energy Rating Scheme* Certificate

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Building Features

Internal wall type

Type	Area (m ²)	Insulation
1 : IP - Insulated Internal Partition - R2.5 Rockwool	18.3	Rockwool batt: R2.5 (R2.5)
2 : FR5 - Internal Plasterboard Stud Wall	67.9	
3 : BV - Insulated Brick Veneer - R2.5 Rockwool	1.4	Rockwool batt: R2.5 (R2.5)

Floors

Location	Construction	Area (m ²)	Sub floor ventilation	Added insulation	Covering
Kitchen/Living	CSOG: Slab on Ground	39.1	Enclosed	0.0	Tiles
L'dry	CSOG: Slab on Ground	4.2	Enclosed	0.0	Tiles
Bath	CSOG: Slab on Ground	4.8	Enclosed	0.0	Tiles
Wc	CSOG: Slab on Ground	1.3	Enclosed	0.0	Tiles
Passage	CSOG: Slab on Ground	4.6	Enclosed	0.0	Tiles
Bed 3	CSOG: Slab on Ground	10.9	Enclosed	0.0	Carpet
Bed 2	CSOG: Slab on Ground	10.5	Enclosed	0.0	Carpet
Bed 1	CSOG: Slab on Ground	13.2	Enclosed	0.0	Carpet
Wir	CSOG: Slab on Ground	1.7	Enclosed	0.0	Carpet
Garage	CSOG: Slab on Ground	21.1	Enclosed	0.0	none

Ceiling type

Location	Material	Added insulation	Roof space above
Kitchen/Living	Plasterboard	6.0	Yes
L'dry	Plasterboard	6.0	Yes
Bath	Plasterboard	6.0	Yes
Wc	Plasterboard	6.0	Yes
Passage	Plasterboard	6.0	Yes
Bed 3	Plasterboard	6.0	Yes
Bed 2	Plasterboard	6.0	Yes
Bed 1	Plasterboard	6.0	Yes
Wir	Plasterboard	6.0	Yes
Garage	Plasterboard	6.0	Yes

Ceiling penetrations

Nationwide House Energy Rating Scheme* Certificate

Certificate Number: I1MXNOSO7N

Date of Certificate: 9 May 2018

★ Star rating: 6



Building Features

Location	Number	Type	Width (mm)	Length (mm)	Seal/ unsealed
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Ceiling fans

Location	Number	Diameter (mm)
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Roof type

Material	Added insulation	Roof colour
Cont:Attic-Continuous	0.0	dark

Nationwide House Energy Rating Scheme* Certificate

Certificate Number: I1MXNOS07N

Date of Certificate: 9 May 2018

★ Star rating: 6



Additional information

Explanatory notes

About this report

Residential energy ratings address the quality of the building fabric i.e. walls, windows, floors and roof/ceilings. Ratings do not cover the energy or water efficiency of appliances including heating and cooling, hot water, dishwashers, ovens, fridges, TVs etc. or solar panel or water tank requirements. The efficiency or specification of these items is generally covered by other regulations, standards or guidelines.

General Information

A NatHERS House Energy Rating is a comprehensive, dynamic computer modelling evaluation of the floorplans, elevations and specifications to predict an energy load of a home. Not all of us use our homes in the same way, so ratings are generated using standard assumptions. This means homes can be compared across the country.

The actual energy consumption of your home may vary significantly from the predicted energy load figures in this report depending on issues such as the size of your household and your personal preferences, e.g. in terms of heating or cooling.

While the figures are an indicative guide to energy use, they can be used as a reliable guide for comparative purposes between different house designs and for demonstrating that the design meets the required regulatory compliance.

Homes that are energy efficient use less energy, are warmer in winter, cooler in summer and cost less to run. The higher the star rating the more energy efficient.

This NatHERS House Energy Rating report was carefully prepared by your assessor on the basis of comprehensive modelling using standard procedures to rate your home using an underlying engine developed by the Australian Commonwealth Scientific and Industrial Research Organisation (CSIRO).

All information relating to energy loads presented in this report is based on a range of standard assumptions in order to allow for comparisons with reports prepared for other homes and to demonstrate minimum regulatory compliance. The standard assumptions include figures for occupancy, indoor air temperature and are based on a unique climate file for your region.

Accredited Assessors

To ensure you get a high-quality, professional NatHERS House Energy Rating report, you should always use an accredited assessor, accredited assessors are members of a professional body called an Assessor Accrediting Organisation (AAO).

AAOs have specific quality assurance processes in place and continuing professional development requirements to maintain a high and consistent standard of assessments across the country. Non-accredited assessors do not have this level of quality assurance or any on-going training requirements.

If you have any questions or concerns about this report, please direct them to your assessor in the first instance.

If your assessor is unable to address your questions or concerns, please contact their AAO listed under 'assessor details'. You can also find a range of information about accredited assessors on the AAO websites.

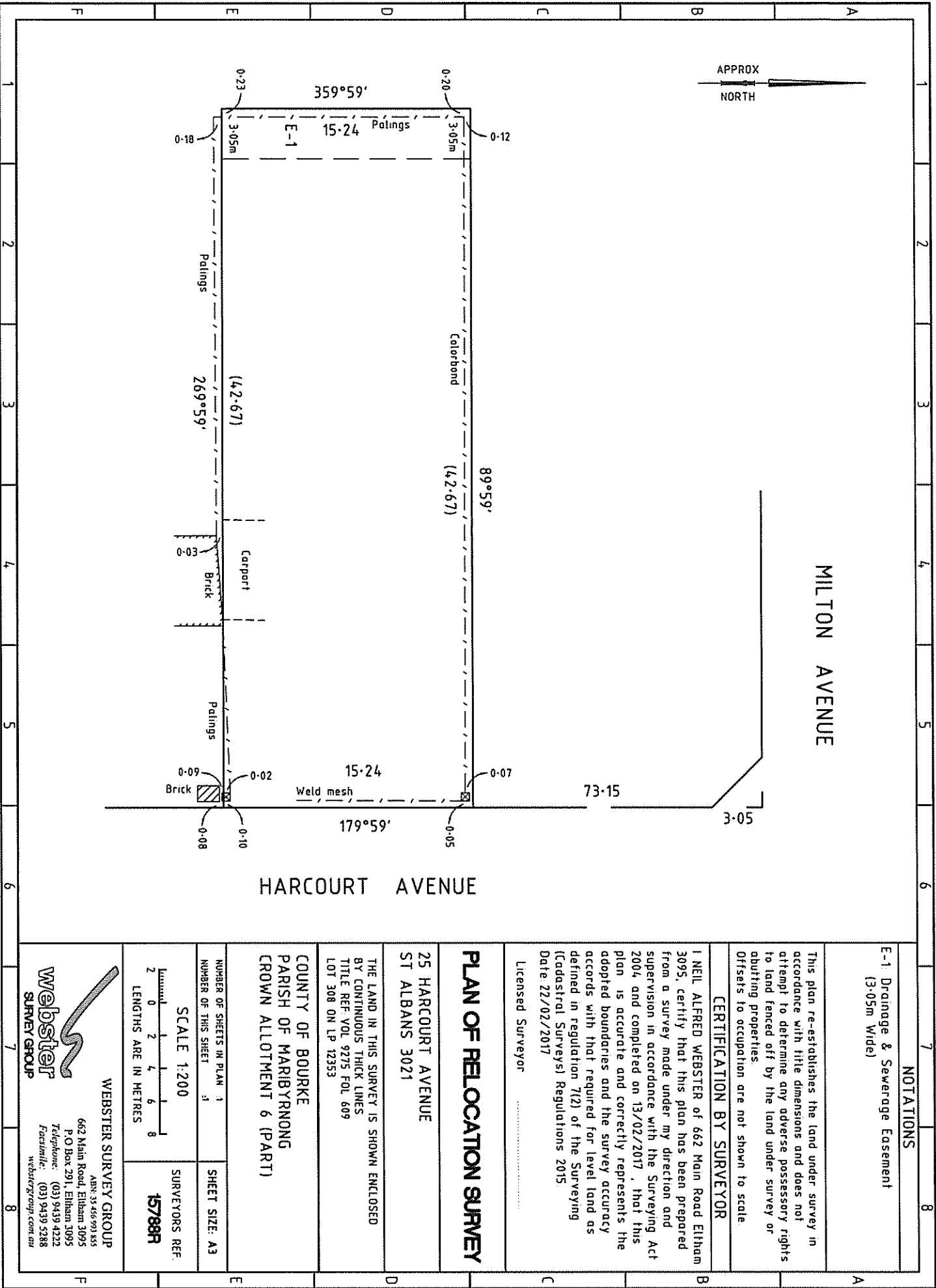
Disclaimer

The energy values quoted are for comparison purposes only; they are not a prediction of actual energy use. This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached drawing set that bears a stamp with the same number as this certificate. Changes to any of these details could affect the rating.

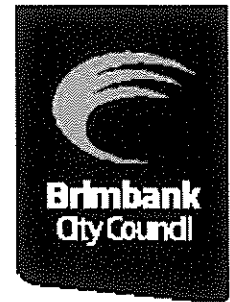
Contact

For more information on the Nationwide House Energy Rating Scheme (NatHERS), visit www.nathers.gov.au

For more information on energy efficient design and insulation visit www.yourhome.gov.au



Your Ref:
Contact: Kerrie Warden
Phone: 9249 4000



11 September 2017

ATTENTION: David Calleja
COMPANY: David Calleja & Associates Pty Ltd
EMAIL: david@medesco.com.au

RE: Property Information Response
@ LOT 308 (# 25) HARCOURT AVENUE
ST ALBANS

Furthering your recent request for property information at the above address, the Council advises the following:

- | | YES/NO |
|--|--------|
| 1. Is the property designated under regulation 803 as an area in which buildings are likely to be subject to attack by termites?
<i>(However, property owners should obtain a report from a suitably qualified person to determine if termites are present within the property concerned)</i> | NO |
| 2. Is this property under regulation 805 likely to be subject to significant snowfalls? | NO |
| 3. Refer to Regulation 408, 409 and 414 of the Building Regulations 2006 for street, side and rear boundary set backs. <i>(Note: Applicant is to ensure that ANY other set back requirements designated by building envelopes, covenants or developer design guidelines and/or memorandum of common provisions (MCP's) are to be adhered to.)</i> | |
| 4. Legal point of Discharge for Stormwater <i>(If requested has been referred to Brimbank Engineering Services, who will supply a separate response).</i> | |
| 5. Is the property liable to flooding within the meaning of regulation 806?
<i>(Separate response will be supplied by Brimbank Engineering Services within 5 working days. Please call 9249 4430 should you wish to follow up on this application).</i> | |
| 6. Sewered / Unsewered areas
<i>* Property information regarding sewage service should be directed to City West Water. Maribyrnong Regional Office, St Albans Road, Sunshine, Phone number: 9313 8422.</i> | |
| 7 Bushfire: Council has not designated a bushfire attack level in the town planning scheme applicable to this property. Please note that a final determination of a BAL requirement will be determined by the Relevant Building Surveyor in consultation with mapping of designated bushfire prone areas and AS3959. Please refer to http://services.land.vic.gov.au/maps/bushfire.jsp for further information. | |

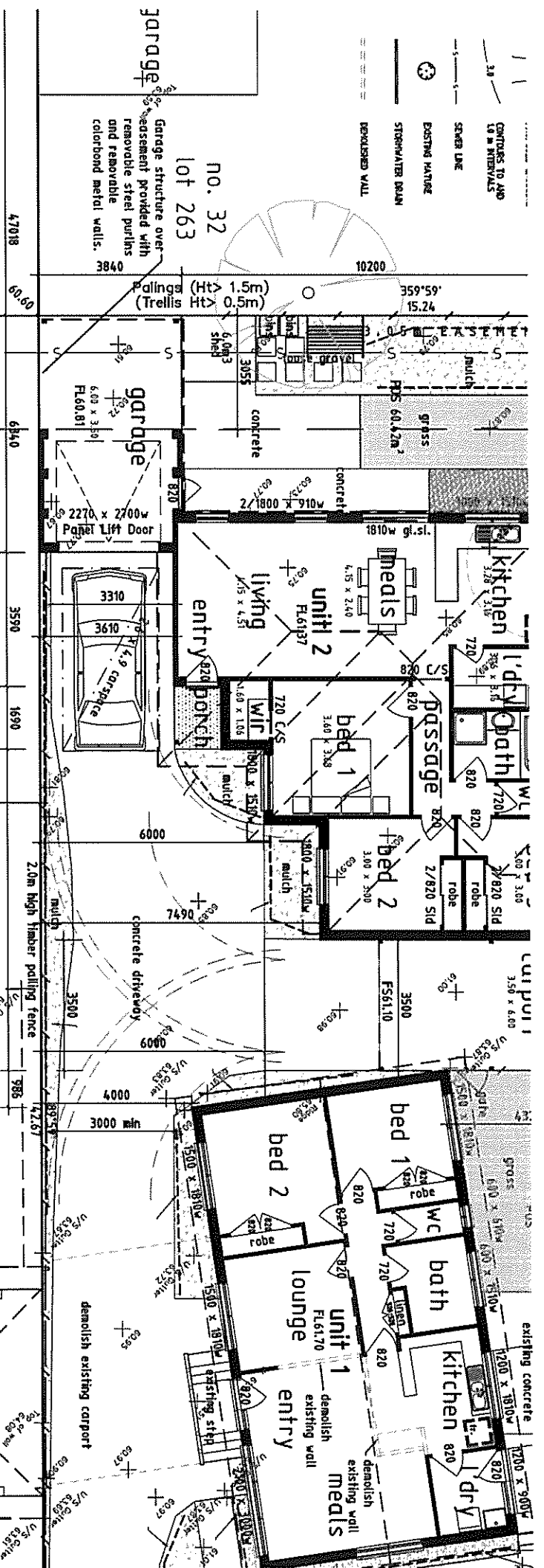
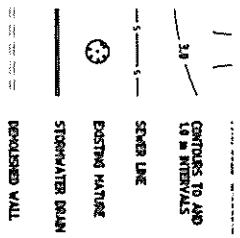
For information regarding Town Planning requirements, please contact Councils Town Planning Department on 9249 4000.

"Please contact Council's Engineering Services Department on 9249 4430 prior to building works commencing to ensure that all aspects of Asset Protection and the General Local Law 2002 have been complied with."

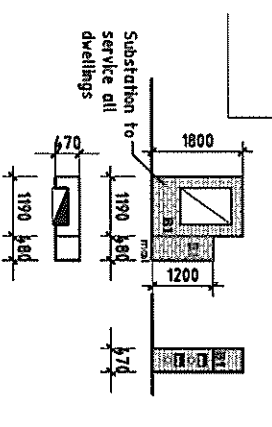
If you have any enquiries, please don't hesitate to contact the office on 9249 4603.

Yours sincerely

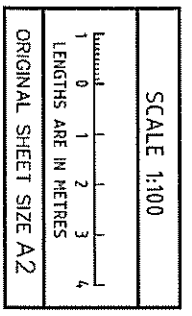
Kerrie Warden
Building Services



no. 30
lot 264



mail box & substation plans & elevations



SITE ANALYSIS

SITE AREA: 650.03m²

DWELLING 1 (Existing)

GROUND FLOOR: 87.07m² (9.37 sqrs)

CARPORT: 21.00m² (2.26 sqrs)

TOTAL BUILDING AREA: 108.07m² (11.63 sqrs)

DWELLING 2

GROUND FLOOR: 104.37m² (11.23 sqrs)

PORCH: 2.10m² (0.23 sqrs)

GARAGE: 24.11m² (2.60 sqrs)

TOTAL DWELLING 2 AREA: 130.58m² (14.06 sqrs)

OVERALL BUILDING FOOTPRINT: 238.65m² (26.71% site)

PAVEMENT: 182.56m²

PERMEABILITY: 228.82m² (35.20% site)

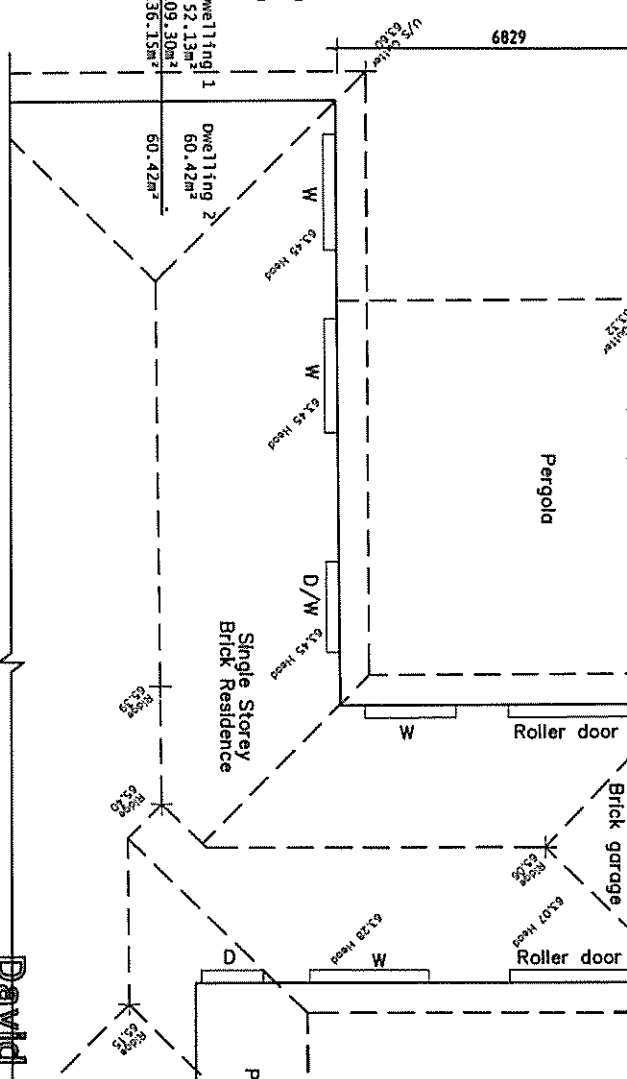
PRIVATE OPEN SPACE SCHEDULE

SECLUDED OPEN SPACE: 109.30m²

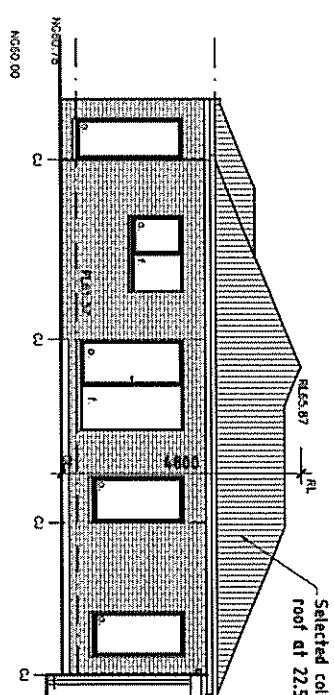
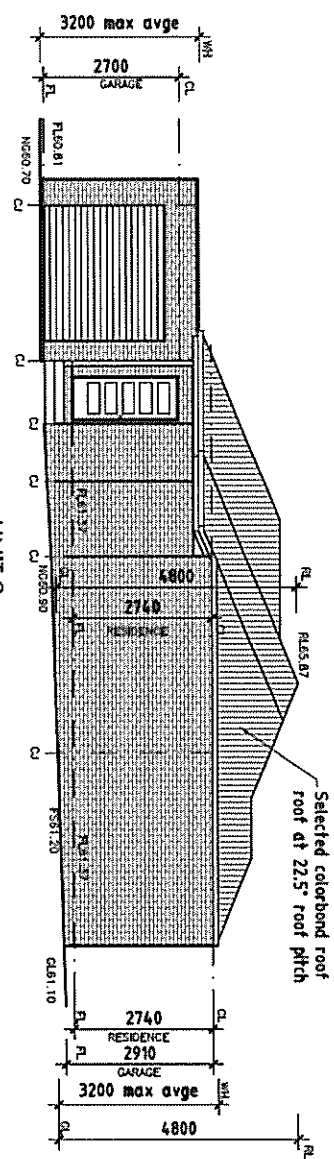
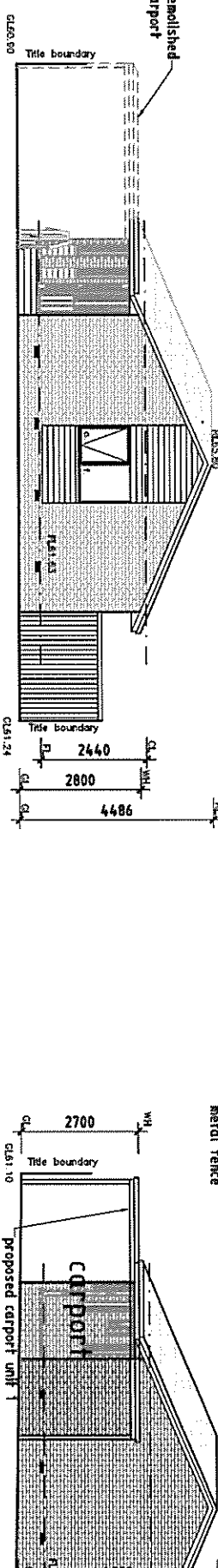
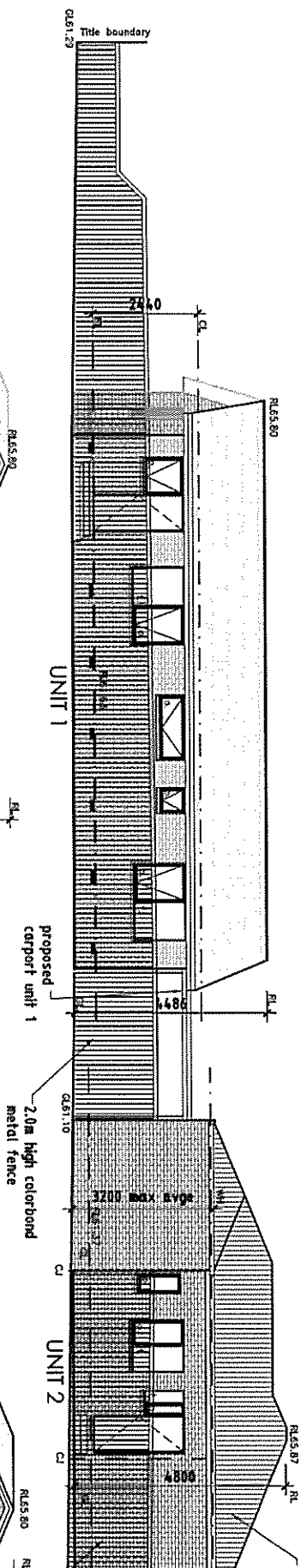
OTHER OPEN SPACE (including front yard): 136.15m²

TOTAL OPEN SPACE: 245.45m²

site and ground floor plans



Proposed Unit Development at lot 308 (25) Harcourt Ave., St Albans 3021



SCALE 1:100

1 0 1 2 3 4
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A2

upper floor plans

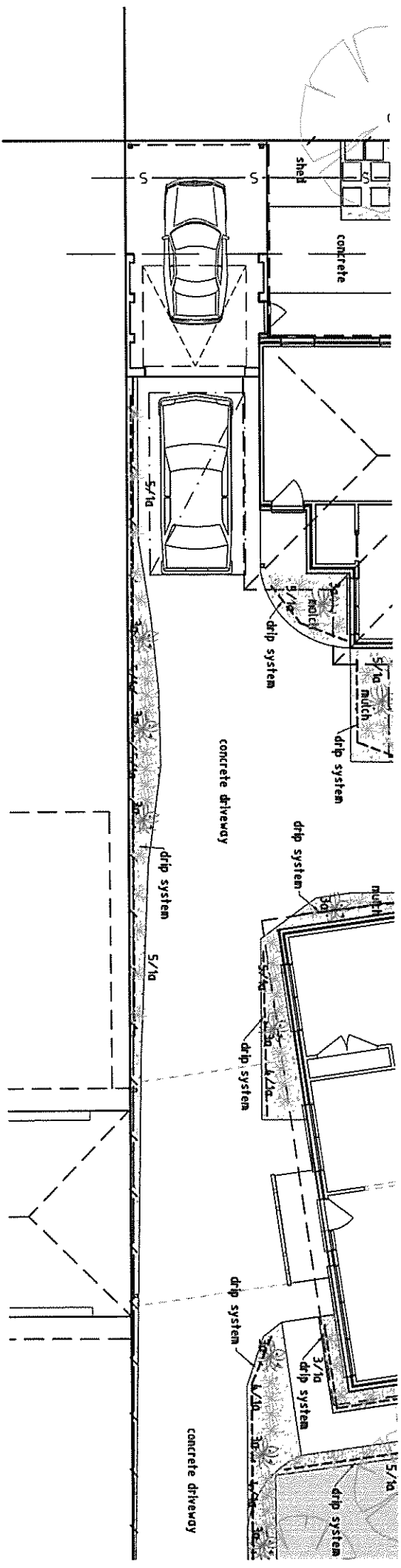
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Propos
at lot

David

BUILDING DESIGN

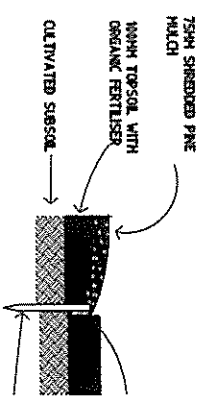
137 Rowan Driv
Keele VIC 302
www.house-design



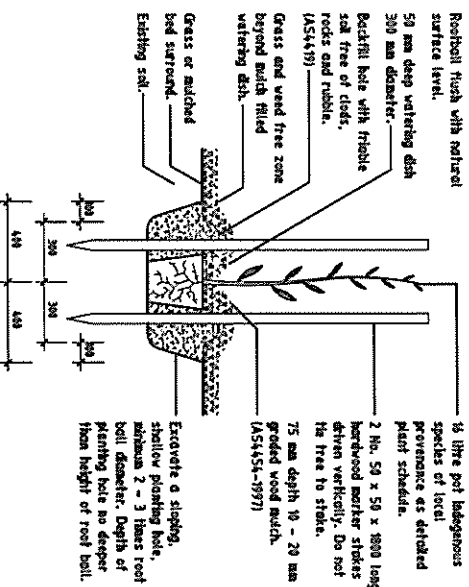
Landscaping Plan

scale 1:100

timber garden edge



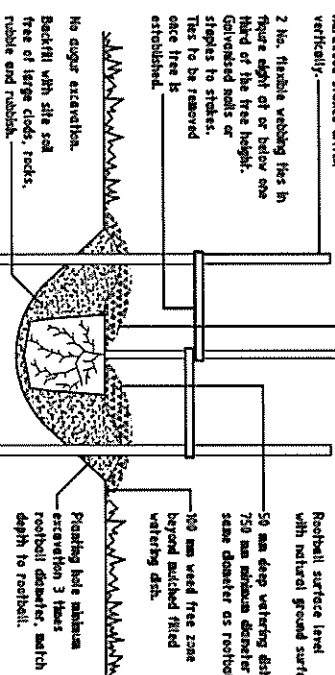
CODE	BOTANICAL NAME
GROUND COVER:	below 1 metre
1a	Croton exaltia x saligna
SHRUBS:	1 to 2.5 metres
2a	Eucalyptus Pectinatus
ACCENT FOLIAGE PLANTS	
3a	CORYLINE australis 'Red Star'
SHALL TO MEDIUM SIZED TREES:	up to 6
4a	Acacia pyramidalis
MEDIUM SIZED TREES:	6 to 12 metres
5a	Acacia dealbata



- Notes:
1. Auger excavation not permitted.
 2. Spray planting site with a Glyphosate based Herbicide a minimum of 2 weeks prior to cultivation. Repeat spray to achieve complete weed kill.
 3. Plants to conform to requirements of NATSPEC 92 Guide "Planting Landscape Trees - A field guide to assessing tree quality".
 4. Each plant to receive 10 litres of water immediately after planting.

shrub in mulched garden bed detail

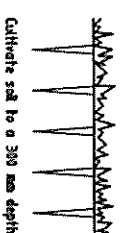
scale 1:20



advanced tree in grass detail

scale 1:20

- Grassing works sequence:
1. Control weeds (apply 2 applications of Glyphosate Herbicide.)
 2. Cultivate to 300 mm depth, across slope.
 3. Grade surface to obtain a smooth finish to final level.
 4. Prepare seed bed and cultivate to a fine 10th of 50 mm deep.
 5. Remove surface rubble, rock etc. with a diameter greater than 25 mm.
 6. Hydromulch.



hydromulching lawn detail

scale 1:20

Propos at lot

David

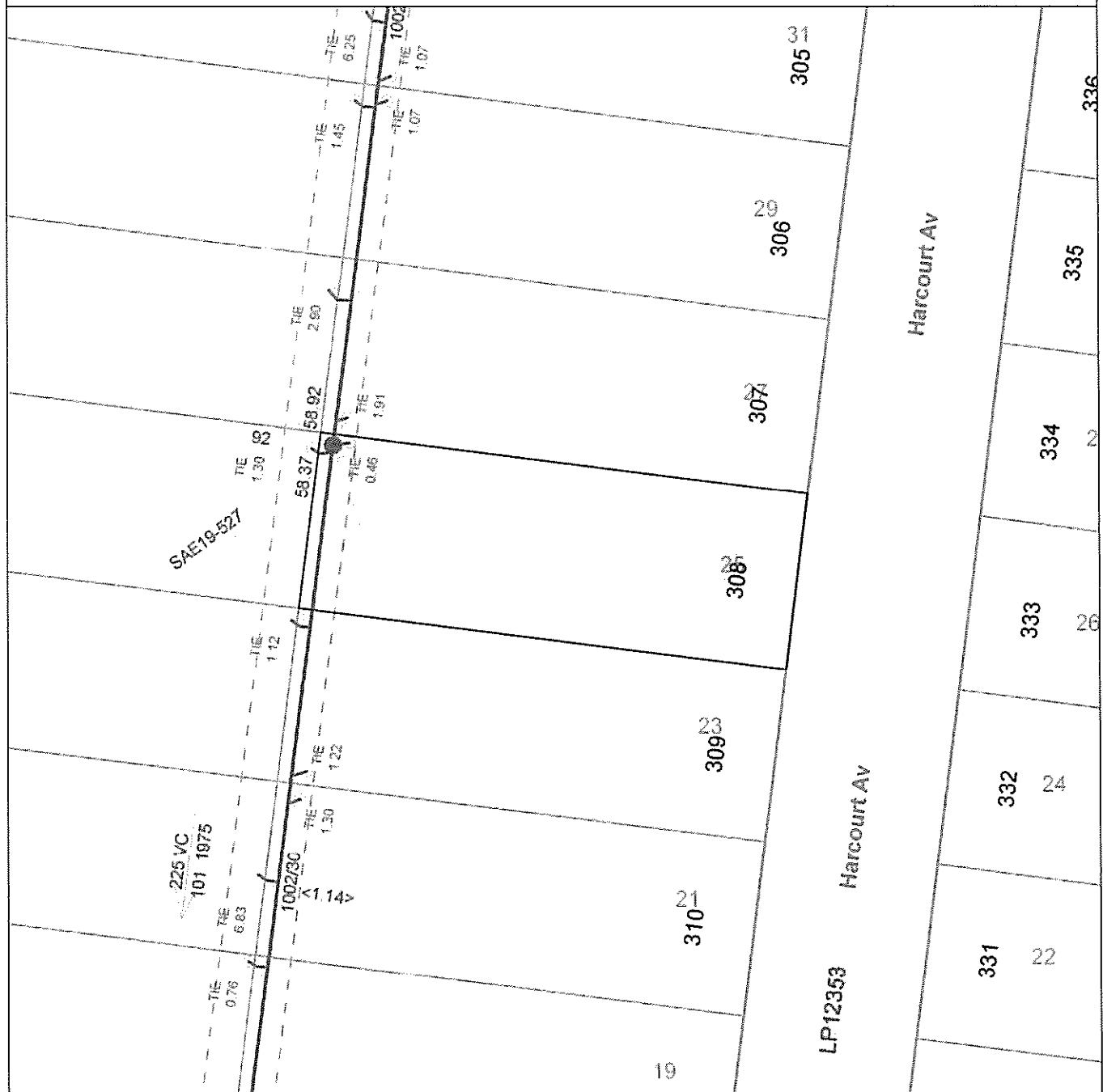
BUILDING DESIGN
137 Rowan Dr.
Keele VIC 302
www.houseanddesign



City West
Water

Sewer Main Asset Plot

25 HARCOURT AVENUE ST ALBANS 3021



LEGEND

	Access Shaft		Inspection Shaft		Sewer Main
	Circular Manhole		End of Pipe		Abandoned Sewer Main
	Gas Check Manhole		Long Branch Reducer		Direction of Flow
	Square Manhole		Circular Pump Well		Change of Grade
	Rectangular Manhole		Pipe Junction		
	Chambered Manhole		Ventilation Structure		

CWW Ref. No. : SPA/18/05309

Lot / Plan : 308/LP12353

Asset Details

Pipe Size (mm)* : 225
Pipe Depth (m)** : 2.56
Pipe Gradient : 1 in 101

* Original Pipe Size to be used for design purposes.
** Depth of Oblique Junction at Sewer Branch.



Scale: 1:500
Date: 19/05/2018

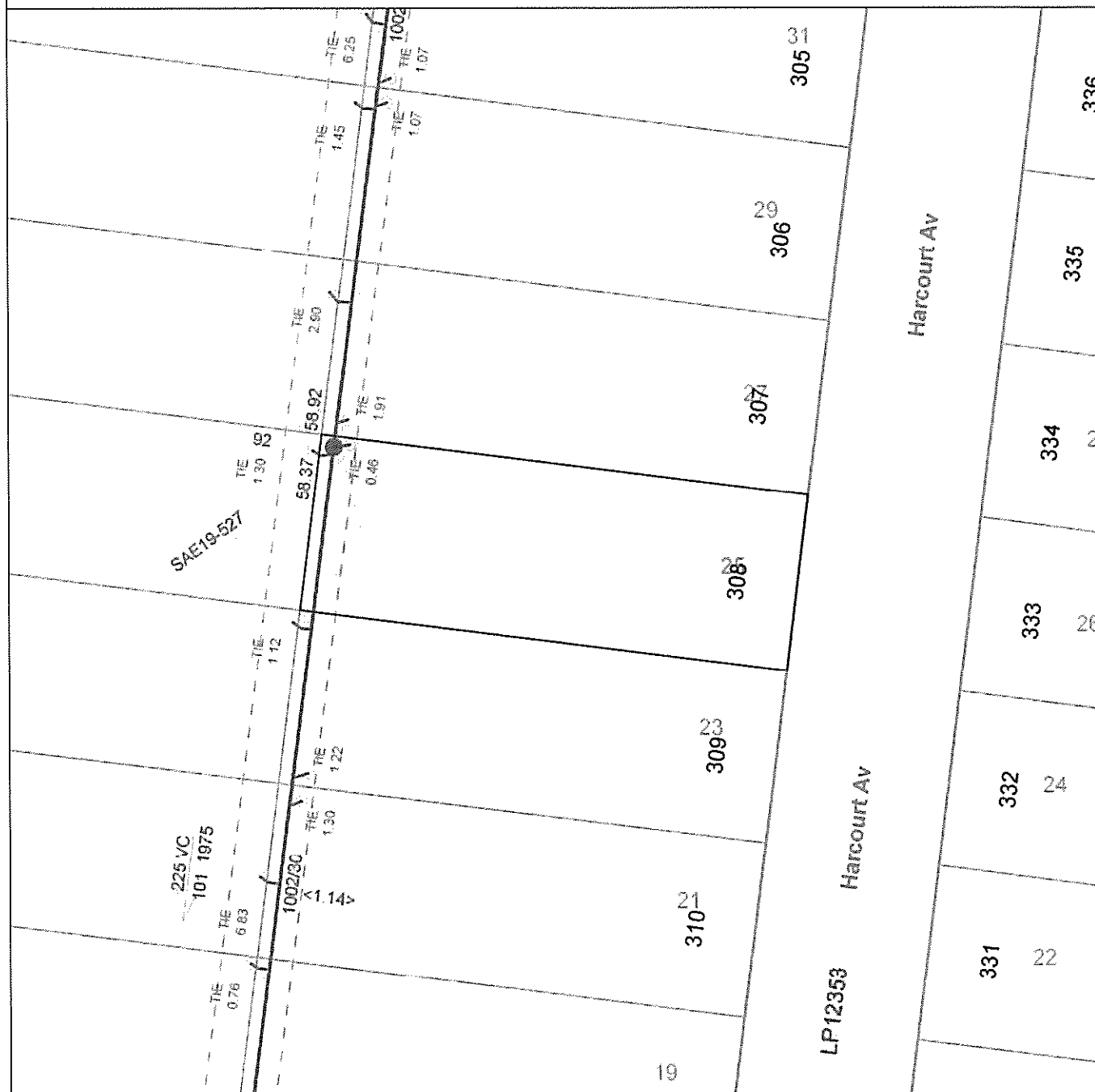
Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

Assets labelled AC may contain asbestos material and therefore works on these assets must be undertaken in accordance with OHS Regulations 2007 (Part 4.3).

Disclaimer : The location of assets must be proved in the field by the applicant prior to the commencement of work. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This company accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Sewer Branch Asset Plot

25 HARCOURT AVENUE ST ALBANS 3021



LEGEND

CWW Ref. No. : SPA/18/05309

Lot / Plan : 308\LP12353

Asset Details

Branch Size (mm) : 100
Branch Depth (m) : 1.7
Branch Length (m) : 1.41



Scale: 1:500
Date: 19/05/2018

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

Assets labelled AC may contain asbestos material and therefore works on these assets must be undertaken in accordance with OHS Regulations 2007 (Part 4.3).

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ARCHITECTURAL SPECIFICATION BCA 2016

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

BCA AND STANDARDS - GENERAL

All works shall comply with the BCA 2016 and not be limited to the following Australian Standard:

- AS 1288 - Glass in buildings selections and installations
- AS 1562 - Design and installation of steel roof and wall cladding. Part 1 Metal
- AS 1694.2 - National Timber Framing Code
- AS 2047 - Windows in buildings selections and installations
- AS 2049 - Roof Tiles
- AS 2050 - Installation of roofing tiles
- AS 2870 - Residential slabs and footing construction
- AS 2904 - Damp proof courses and flashings
- AS 3600 Concrete structures
- AS 3660.1 Protection of building against subterranean termites Part1 new buildings
- AS 3700 or AS4773.1 and AS4773.2 - Masonry structures
- AS 3740 & BCA Part 3.8.1, AS/NZS4654.1 AS/NZS4654.2 - Waterproofing of wet areas in residential buildings
- AS 3785 - Smoke alarms
- AS 4100 - Steel structures
- AS 4236 Plastic roof and wall cladding materials

GENERAL

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

FRAMING

Framing shall comply with AS1694

Refer to structural plans for wall framing details

WINDOWS

Windows to comply with AS2047

GLAZING

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

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

STORMWATER & SERVICES

- Stormwater shall comply with AS/NZS3500.3
- 1. Storm water including egi drains shall be taken to legal point of discharge to the satisfaction of the relevant authority
- 2. Sewer or septic system shall be in accordance with the relevant authorities requirements

CORROSION

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

WET AREAS

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

VENTILATION

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

INSULATION

Thermal insulation to be provided as follows for slab construction. (refer to energy rating report)
R.F.L. to have flammability index not exceeding 5

LIGHTING

- 1. Artificial lighting to comply with AS/NZS1690.0-2009
- 2. Artificial lighting to be installed in accordance with Part 3.12.5.5 of the BCA 2016

THRESHOLDS

If the threshold sill of the doorway is greater than 150mm above the finished surface of the ground to which the doorway opens, a landing shall be provided no less than the width of the door leaf, or 900mm wide x 900mm long, whichever is greater.

SMOKE ALARMS

- 1. Location of smoke alarms to be provided and installed in accordance with A.S. 3786
- And Part 3.7.2 of the BCA 2015 and shall be hard wired with battery backup.

MASONRY

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



Proposed Unit Development
at lot 308 (25) Harcourt Ave., St Albans 3021

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General Notes (NCC 2016 BCA Vol 2)

- 1. All materials and work practices shall comply with, but not limited to the Building Regulations 2006, National Construction Code Series 2016 Building Code of Australia Vol 2 and all relevant current Australian Standards (as amended) referred to therein.
- 1. Unless otherwise specified, the term BCA shall refer to National Construction Code Series 2016 Building Code of Australia Volume 2.
- 1. All materials and construction practice shall meet the Performance Requirements of the BCA. Where an alternative solution is proposed then, prior to implementation or installation, it first must be assessed and approved by the Relevant Building Surveyor as meeting the Performance Requirements of the BCA.
- 1. Glazing, including safety glazing, shall be installed to a size, type and thickness so as to comply with:
 - BCA Part 3.6 for Class 1 and 10 Buildings with a design wind speed of not more than N3; and
 - NCC 2016 BCA Vol 1 Part B1.4 for Class 2 and 9 Buildings.
- 1. Waterproofing of wet areas, being bathrooms, showers, shower rooms, laundries, sanitary compartments and the like shall be provided in accordance with AS 3740-2010: Waterproofing of Domestic Wet Areas.
- 1. 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.
- 1. Step sizes (other than for spiral stairs) to be:
 - Risers (R) 190mm maximum and 115mm minimum
 - Going (G) 355mm maximum and 240mm minimum
 - 2R + 1G = 700mm maximum and 550mm minimum
 - with less than 125mm gap between open treads.
- 1. All treads, landings and the like to have a slip-resistance classification of P3 or R10 for dry surface conditions and P4 or R11 for wet surface conditions, or a nosing strip with a slip-resistance classification of P3 for dry surface conditions and P4 for wet surface conditions.
- 1. Provide barriers where change in level exceeds 1000mm above the surface beneath landings, ramps and/or treads. Barriers (other than tensioned wire barriers) to be: 1000mm above the surface beneath landings, ramps and/or treads. Balustrades (other than tensioned wire balustrades) to be:
 - 1000mm min. above finished surface level of balconies, landings or the like, and
 - 865mm min. above finished surface level of stair nosing or ramp, and
 - vertical with less than 125mm gap between, and
 - any horizontal element within the balustrade between 150mm and 760mm above the floor must not facilitate climbing where changes in level exceeds 4000mm above the surface beneath landings, ramps and/or treads.

Wire barrier construction to comply with NCC 2016 BCA Part 3.9.2.3 for Class 1 and 10 Buildings and NCC 2016 BCA Volume 1 Part D2.16 for other Classes of Buildings.

- 1. Top of hand rails to be minimum 865mm vertically above stair nosing and floor surface of ramps.
- 1. Window sizes nominated are nominal only. Actual size may vary according to manufacturer. Windows to be flashed all around.
- 1. Where the building (excluding a detached Class 10) is located in a termite prone area, the area to underside of building and perimeter is to be treated against termite attack.
- 1. For buildings in marine or other exposure environments shall have masonry units, mortar and all built in components and the like complying with the durability requirements of Table 4.1 of AS 4773.1-2010 Masonry in small buildings Part 1: Design.
- 1. All stormwater to be taken to the legal point of discharge to the Relevant Authorities approval.
- 1. These drawings shall be read in conjunction with all relevant structural and all other consultants' drawings/ details and with any other written instructions issued in the course of the contract.
- 1. Site plan measurements in metres - all other measurements in millimetres u.n.o.
- 1. Fitted dimensions take precedence over scaled dimensions.
- 1. 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.
- 1. 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.
- 1. Installation of all services shall comply with the respective supply authority requirements.
- 1. The Builder and Subcontractor shall ensure that all stormwater drains, sewer pipes and the like are located at a sufficient distance from any buildings footing and/ or slab edge beams so as to prevent general moisture penetration, dampness, weakening and undermining of any building and its footing system.

1. These plans have been prepared for the exclusive use by the Client of David Calleja for the purpose expressly notified to the Designer. Any other person who uses or relies on these plans without the Designer's written consent does so at their own risk and no responsibility is accepted by the Designer for such use and/or reliance.

- 1. The approval by this office of a substitute material, work practice, variation or the like is not an authorisation for its use or a contract variation. Any said variations must be accepted by all parties to the agreement and where applicable the Relevant Building Surveyor prior to implementing the said variation.

STORMWATER

- 90 mm DIA. Class 6 UPVC stormwater line laid to a minimum grade of 1:100 and connected to the legal point of stormwater discharge. Provide inspection openings of 900mm C/C and at each change of direction.
- The cover to underground stormwater drains shall be not less than
 - 100mm under soil
 - 50mm under paved or concrete areas
 - 100mm under unreinforced concrete or paved driveways
 - 75mm under reinforced concrete driveways

SITE ENVIRONMENT DESIGN INFORMATION

Site Bushfire Attack Assessment (simplified method) Reference document 'AS 3959 construction of buildings in bush fire prone areas'

Relevant Fire Danger Index FDI = 100

Predominate vegetation type within 100m of the site: Nil

Effective slope of land = 0

Determination of Bushfire Attack Level BAL = Low

Corrosion protection for sheet roofing

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



Proposed Unit Development
at lot 308 (25) Harcourt Ave., St Albans 3021

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THE VEHICLE CROSSING IN BRINDALEE WAY MUST BE TO MELTON RESIDENTIAL STANDARDS.

THE VEHICLE CROSSING MUST MATCH THE EXISTING VEHICLE CROSSINGS IN THE GARAGE SURROUNDING STREETS

LEGAL POINT OF STORMWATER DISCHARGE OF 262 PROPERTY TO BE DISCHARGED TO THE UNDERGROUND DRAIN AT THE REAR OF THE PROPERTY BY WAY OF THE EXISTING PROPERTY CONNECTION (WHERE AVAILABLE) OR BY WAY OF A SINGLE 100mm DIAMETER PIPE ONLY.

2250 SEWER 1.14m OFFSET REAR 2.56m DEPTH TO INVERT 2250 SWD 2.00m OFFSET REAR 0.9m DEPTH TO INVERT

garage shed

SITE ANALYSIS

SITE AREA: 650.03m²

DWELLING 1 (Existing)

GROUND FLOOR:

CARPET:

TOTAL BUILDING AREA:

DWELLING 2

GROUND FLOOR:

PORCH:

GARAGE:

TOTAL DWELLING 2 AREA:

OVERALL BUILDING FOOTPRINT:

PAVEMENT

PERMEABILITY

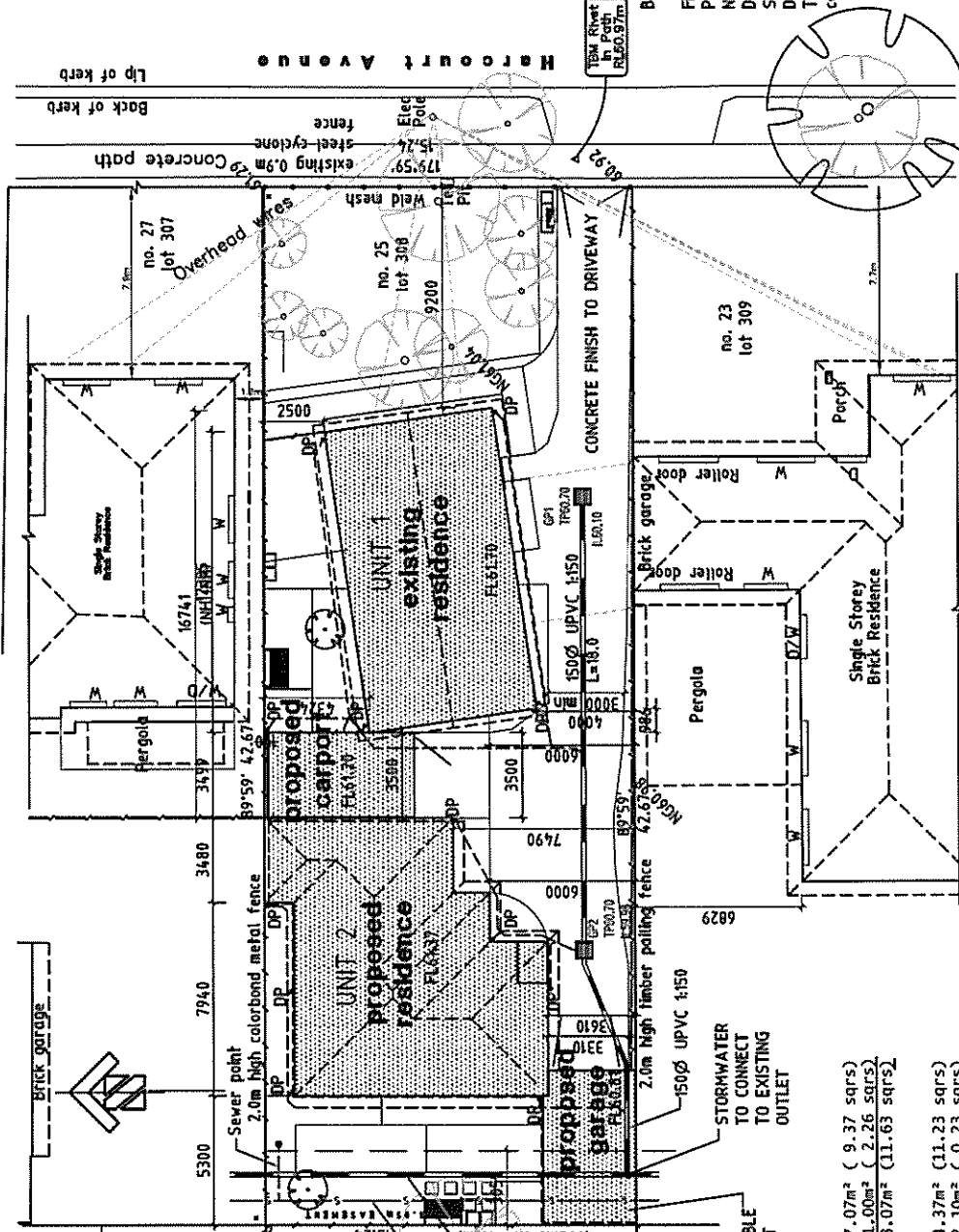
PRIVATE OPEN SPACE SCHEDULE

SECLUDED OPEN SPACE:

OTHER OPEN SPACE (Including front yard):

TOTAL OPEN SPACE :

Dwelling 1	Dwelling 2
52.13m ²	60.42m ²
109.30m ²	
136.15m ²	60.42m ²



site plan scale 1:200

NOTE: Building setback at the north corner to front title boundary is approx. 6.0m

CONNECT SWD TO PROPERTY INLET

900 UPVC SWD 1:100 MIN GRADE

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

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

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

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

2000 LITRE RAINWATER TANK CONNECTED TO THE SANITARY FLUSHING SYSTEM.

BUSHIERE ATTACK LEVEL ASSESSMENT

Fire Danger Index - FDI 100
Prominent vegetation type within 100m of the site - Nil

Distance from site to vegetation > 100m

Slope of land 0 degrees

Determination of Bush Attack Level BAL - Low

There is insufficient risk to warrant specific construction requirements



Proposed Unit Development

at lot 308 (25) Harcourt Ave., St Albans 3021

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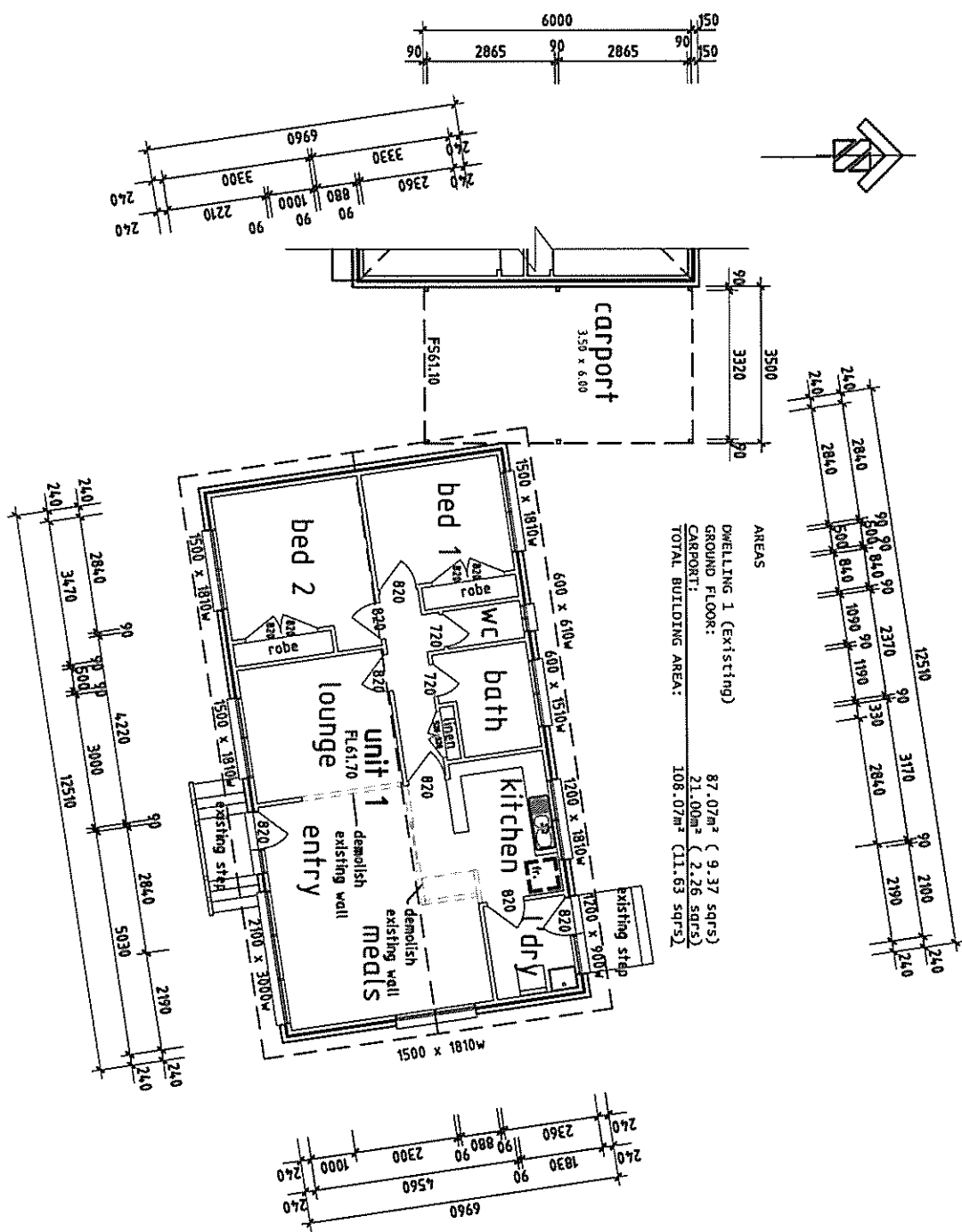
drawn: D.Calleja

date: 06/09/17

A1

Job No: 3559

Unit 1 floor plan



Proposed Unit Development at lot 308 (25) Harcourt Ave., St Albans 3021

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A2
Job No: 35059

- Smoke detectors to comply with AS 3786 and interconnected to mains.
- Mechanical ventilation - All mechanical exhaust fans must duct to outside air.
- Provide lift off hinges to WC door.
- DOWNSPES - SIZE AND INSTALLATION**
 - Downspes must be securely fixed to walls.
 - The spacing between downspes must not be more than 1.2m.
 - Downspes must be fixed as close as possible to valley gutters and, if the downspes are more than 1.2m from a valley, provision for overflow must be made.
- CONSTRUCTION OF SANITARY COMPARTMENTS**

The door to a fully enclosed sanitary compartment must:

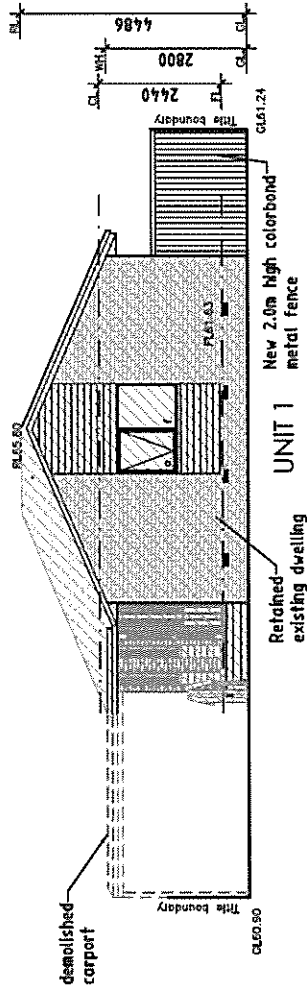
 - open outwards; or
 - slide; or
 - be readily removable from the outside of the compartment,







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

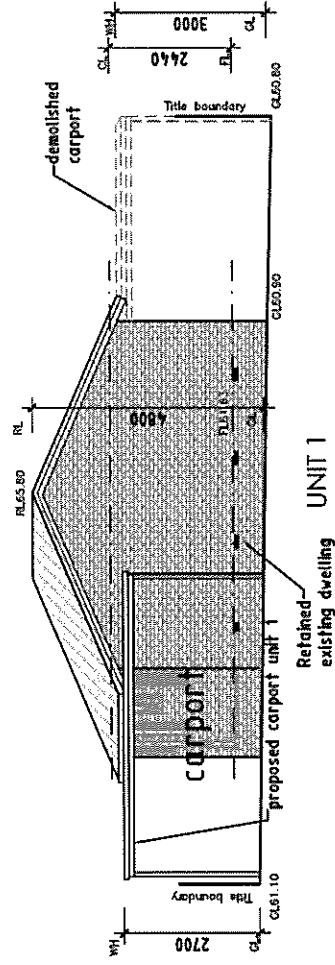
All glazing shall be in accordance AS1288-2004 and AS2047-1999 whereby, glazing within 500mm of the floor level shall be 5mm thickened annealed, glazed doors and associated side panels shall be annealed, glazed doors and associated side panels shall be 5.30mm laminated safety glass and between windows within 12m of the bath or shower from the shower enclosure shall be 5mm toughened safety glass.
- DOORWAYS**

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

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



UNIT 1		LEGEND	SCHEDULE OF FINISHES	COLOR	HATCH
B1	BRICK			BROWN BRICKS	
R1	ROOF			DARK GREY CONCRETE TILES	
W1	WINDOW FRAMES			MONUMENT COLORBOND	
G1	GUTTER/B/FASCIA			MONUMENT COLORBOND	
D1	EXTERNAL DOORS			PAINTED BEIGE	
PL1	SECTIONAL DOORS			MONUMENT COLORBOND	



**Proposed Unit Development
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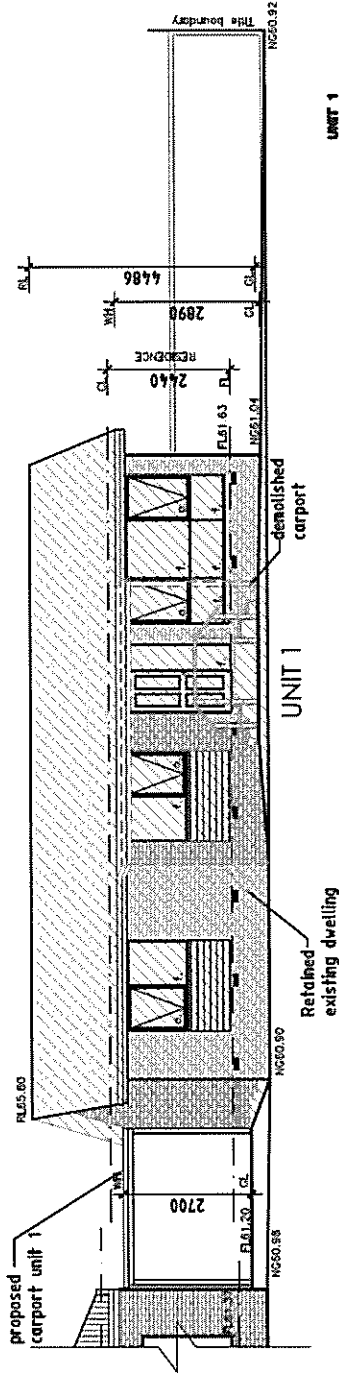
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A3
Job No: 35050

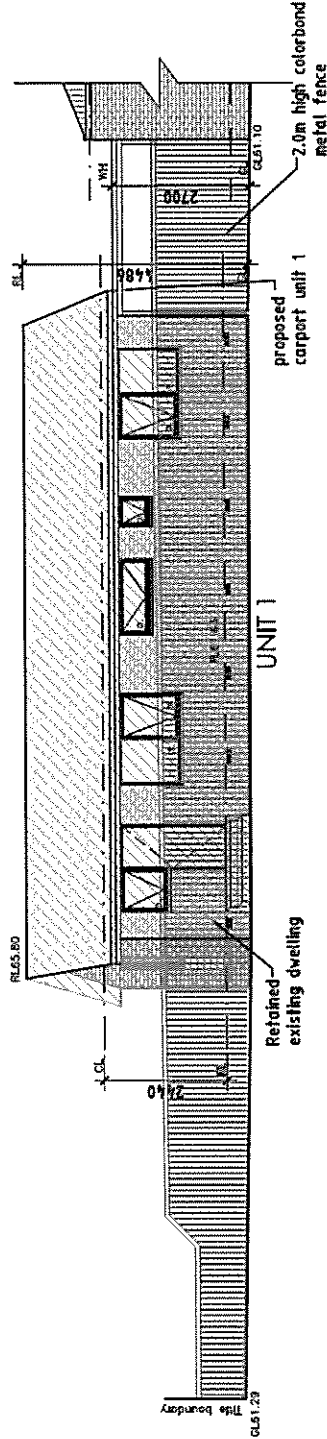
Job No: 35050



south elevation

scale 1:500

UNIT 1			
LEGEND	SCHEDULE OF FINISHES	COLOUR	HATCH
B1	BRICK	BROWN BRICKS	
R1	ROOF	DARK GREY CONCRETE TILES	
W1	WINDOW FRAMES	MONUMENT COLORBOND	
G1	GUTTERS/FAECIA	MONUMENT COLORBOND	
D1	EXTERNAL DOORS	PAINTED BEIGE	
PL1	SECTIONAL DOORS	MONUMENT COLORBOND	



north elevation

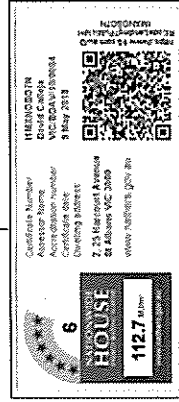
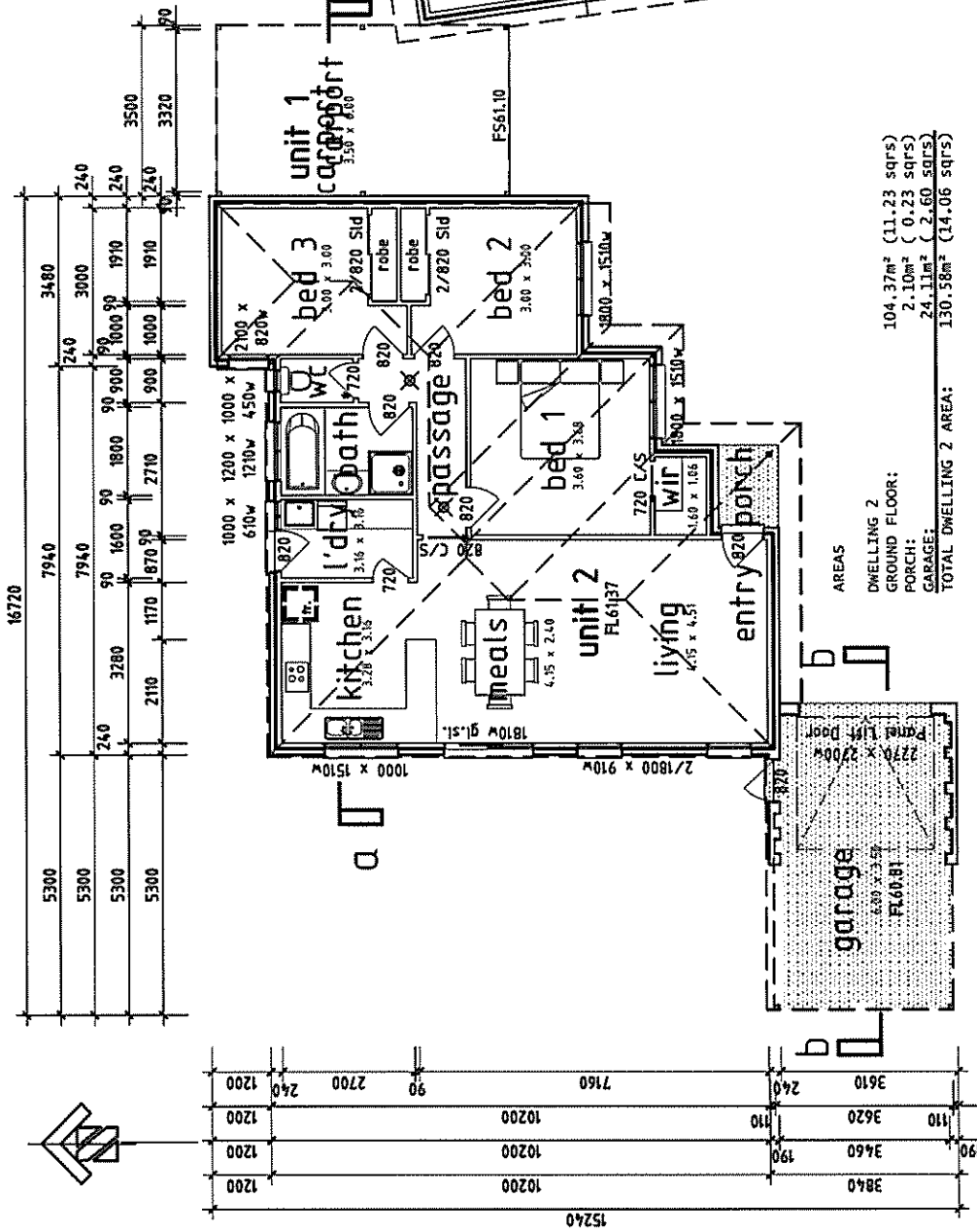
scale 1:500

Proposed Unit Development at lot 308 (25) Harcourt Ave., St Albans 3021

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A3
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Proposed Unit Development at lot 308 (25) Harcourt Ave., St Albans 3021

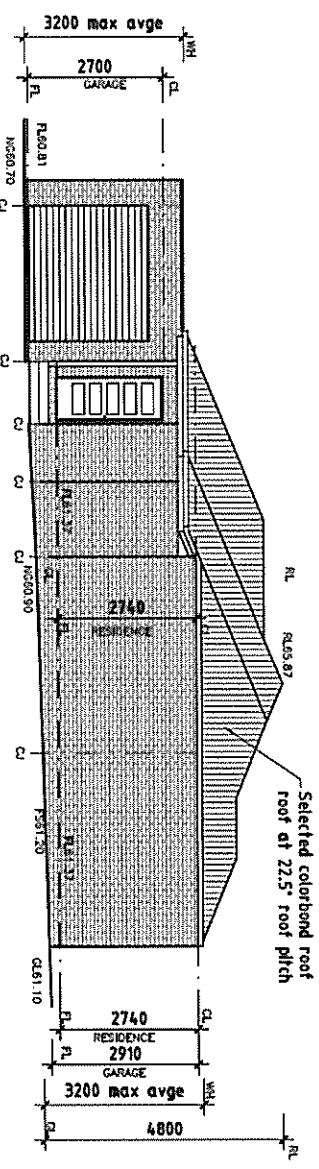
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Unit 2 floor plan scale 1/50

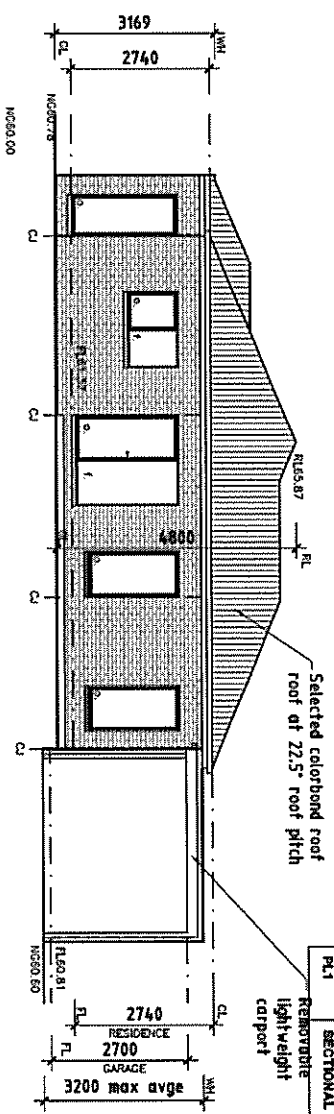
- Smoke detectors to comply with AS 3786 and interconnected to mains.
- Mechanical ventilation - All mechanical exhaust fans must duct to outside air.
- Provide lift off hinges to WC door.
- DOWNGPIPES - SIZE AND INSTALLATION**
 - Downpipes must be securely fixed to walls.
 - The spacing between downpipes must not be more than 12m.
 - Downpipes must be fixed as close as possible to valley gullies and, if the downpipe is more than 1.2m from a valley, provision for overflow must be made.
- CONSTRUCTION OF SANITARY COMPARTMENTS**
 The door to a fully enclosed sanitary compartment must:
 - be open outwards; or
 - be readily removable from the outside of the compartment;
 - unless there is a clear space of at least 1.2m between the closet pan within the sanitary compartment and the nearest part of the doorway.
- GLAZING**
 All glazing shall be in accordance AS1288-2006 and AS1287-1999 where, glazing within 500mm of the floor level shall be 5mm thickened annealed, glazed doors and associated side panels shall be annealed, glazed doors and associated side panels shall be 5.38mm laminated safety glass and bathroom windows within 1.5m of the bath or 500mm from the shower enclosure shall be 3mm toughened safety glass.
- DOORWAYS**
 Referring to all doorways, if the threshold sit of a doorway is greater than 19mm above the finished surface of the ground or floor level to which the doorway opens, a landing shall be provided no less than the width of the door leaf.
- ISOLATED PIERS**
 Isolated piers to have a built in 32 x 0.8mm galvanised strap fixed to roof structure and extended the full height of the pier which is looped around a 10mm Ø rod down at least 6 courses of brickwork.

A5
 Job No: 35950

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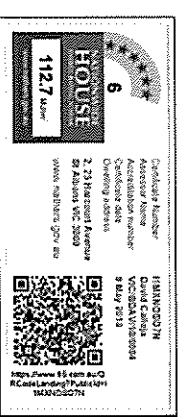


east elevation



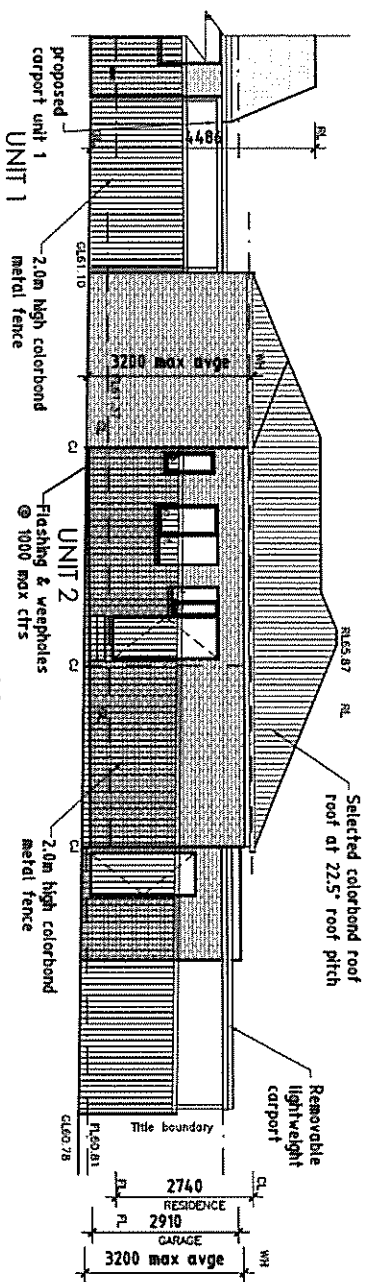
west elevation

UNIT 2	SCHEDULE OF FINISHES	COLOR	MATCH
B1	BRICK	BORAL JARRAH BRICKS	
R1	ROOF	COLORBOND METAL ROOF	
CR1	RENDERED REBEL POWER PANELS	BROWN	
W1	WINDOW FRAMES	MONUMENT COLORBOND	
G1	GUTTERS/FASCIA	MONUMENT COLORBOND	
D1	EXTERNAL DOORS	PAINTED BEIGE	
PL1	SECTIONAL DOORS	MONUMENT COLORBOND	



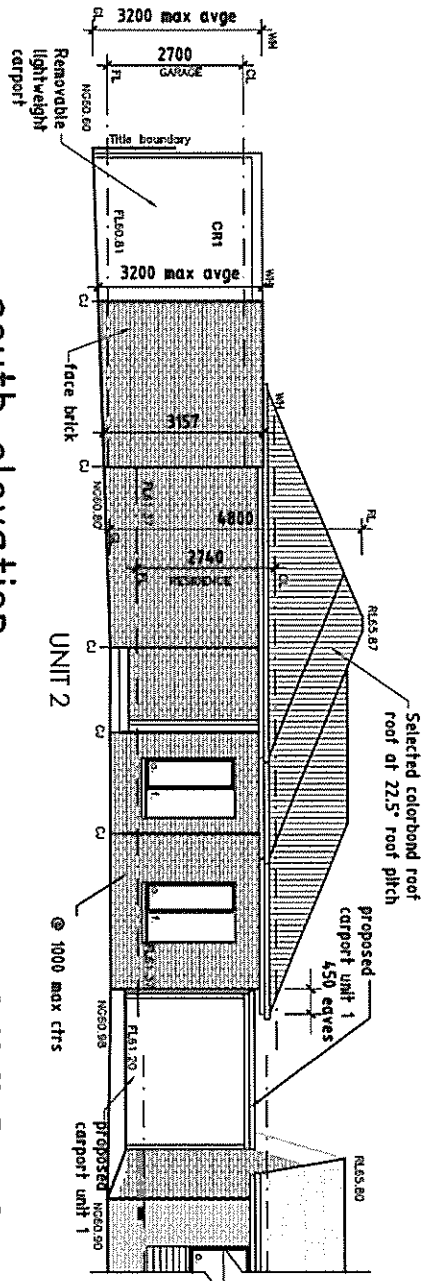
Proposed Unit Development
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A6
Job No: 3569



north elevation

UNIT 2		
LEGEND	SCHEDULE OF FINISHES	COLOR
B1	BRICK	BORAL JARRAH BRICKS
R1	ROOF	COLORBOND METAL ROOF
CRI	REINFORCED HERBEL POWER PANELS	BROWN
W1	WINDOW FRAMES	MONUMENT COLORBOND
G1	GUTTERS/FASCIA	MONUMENT COLORBOND
O1	EXTERNAL DOORS	PAINTED BEIGE
PL1	SECTIONAL DOORS	MONUMENT COLORBOND

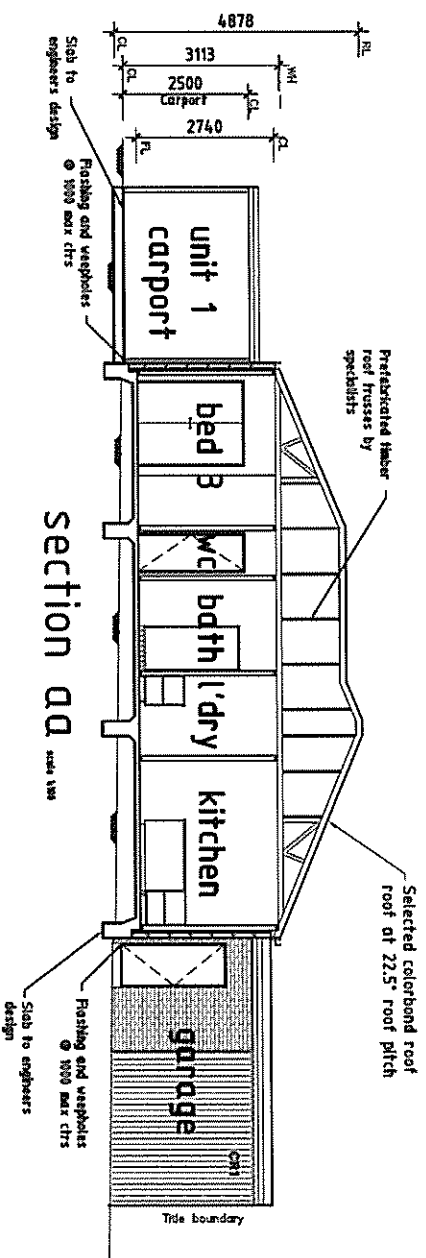


south elevation

Proposed Unit Development
at lot 308 (25) Harcourt Ave., St Albans 3021

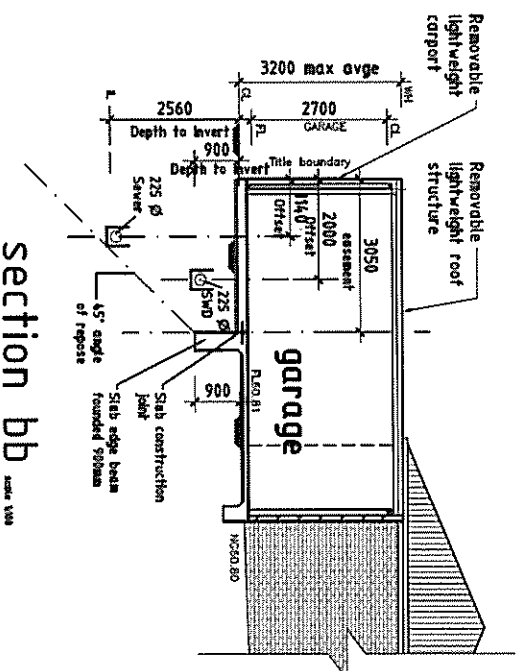
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A7
 Job No: 35959





HOUSE ENERGY RATING REQUIREMENTS

- Ground Floor structure: Concrete slab on ground
- Ground Floor Walls: Brick Veneer with R2.5 Rockwool batts and R2.5 Rockwool batts to garage and laundry partition walls
- Roofing: Tiled roof and plasterboard ceiling with R4.0 wool insulation
- Windows: Aluminium Improved frames with single clear glazing throughout. All gaps to be sealed and draught proof. Awning: U=6.70; SHGC=0.57. Sliding/Fixed: U=6.70; SHGC=0.7.
- Glass sliding doors: Aluminium Improved frames with single clear glazing throughout. All gaps to be sealed and draught proof. Sliding/Fixed: U=6.70; SHGC=0.7.
- Doors: All external and utility doors to be provided with approved weather strips.
- Vents: All vents to be provided with an approved damper or louvres which close tightly when the fan is not in use.



section bb

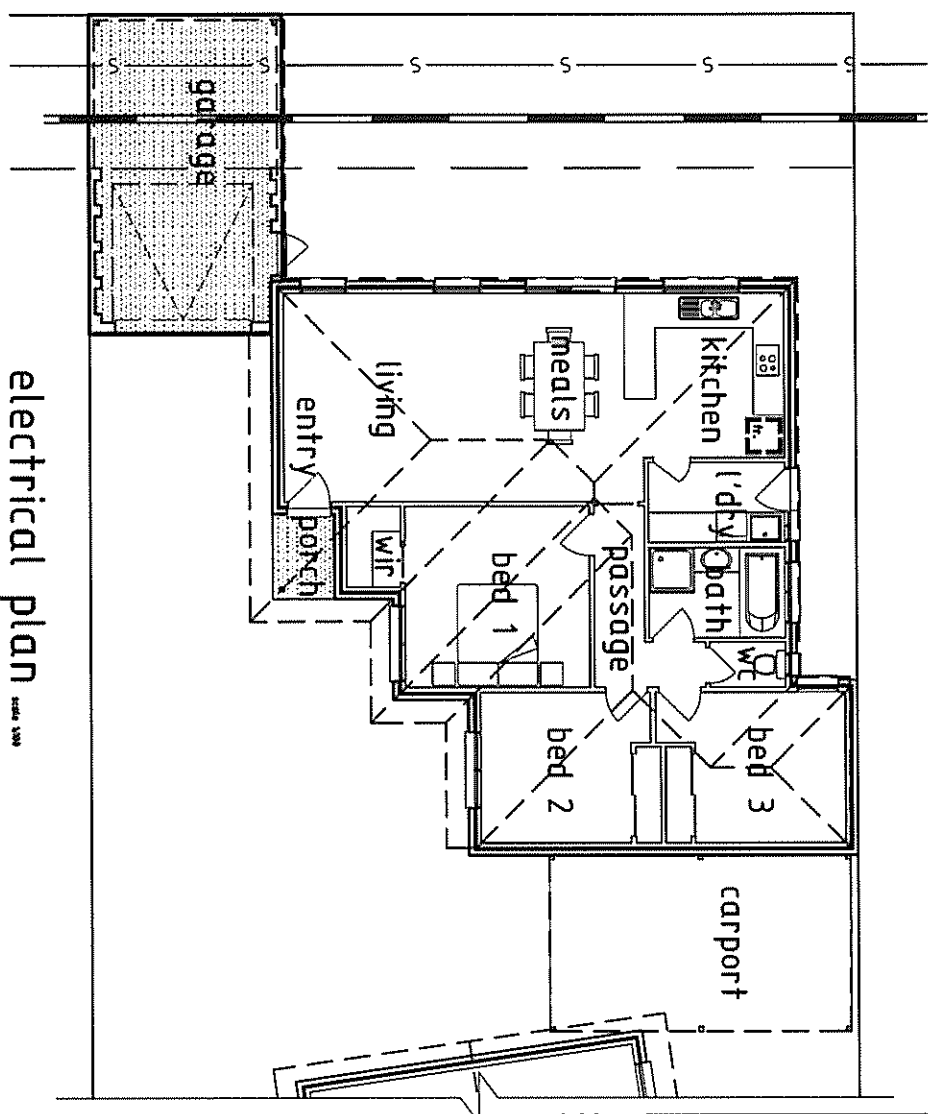


Proposed Unit Development
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A8
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LEGEND

SYMBOL	EXPLANATION
X	GP.O
XX	DOUBLE GP.O
XXX	TRIPLE GP.O
Σ	WEATHER PROOF GP.O
X	GP.O IN CUPBOARD
○	LIGHT ON CEILING
○	EXTERNAL LIGHT SMALL
○	EXTERNAL LIGHT LARGE
○	DOWN LIGHT
○	INTERNAL LIGHT WALL MOUNTED
○	EXTERNAL LIGHT WALL MOUNTED
○	EXTERNAL GRILL LIGHT WALL MOUNTED
○	EXTERNAL FLOOD LIGHT
○	EXTERNAL FLOOD LIGHT SENSORED
○	600 SINGLE FLUORESCENT WITH GP.OAL DIFFUSER
○	600 DOUBLE FLUORESCENT WITH GP.OAL DIFFUSER
○	T.V. POINT
○	TELEPHONE POINT
○	LIGHT SWITCH
○	DRAWER SWITCH
○	WALL MOUNTED SPEAKER
○	INTERCOM MASTER STATION
○	INTERCOM STATION
○	ALARM SYSTEM
○	ALARM SENSOR
○	EXHAUST FAN
○	SHOKE ALARM HARD WIRED
○	3 IN 1 FAN, LIGHT, HEATER
○	CEILING FAN
○	DUCTED HEATING FLOOR
○	DUCTED HEATING CEILING
○	DUCTED VACUUM OUTLET
○	DUCTED VACUUM SYSTEM
○	PLAN HOLE
○	SKY LIGHT
○	SKY LIGHT EXHAUSTED
○	HOT WATER SERVICE
○	METER BOX
○	GARDEN TAP
○	GAS METER



electrical plan

ARTIFICIAL LIGHTING CALCULATIONS

MAX. ARTIFICIAL LIGHTING PROVISION (HABITABLE AREAS)	5 W/m ²			
MAX. ARTIFICIAL LIGHTING PROVISION (PORCH)	4 W/m ²			
MAX. ARTIFICIAL LIGHTING PROVISION (GARAGE)	3 W/m ²			
240V BATTEN LIGHTS	15 WATTS			
ROOM	LIGHTS (W)	AREA m ²	TOTAL (W)	(W) REQUIRED
ENTRY	1	5.00	15	29.00
LIVING	1	10.32	15	51.60
MEALS	1	12.64	15	63.28
KITCHEN	1	10.71	15	53.55
LOBBY	1	4.32	15	21.60
BATH	1	4.85	15	24.20
WC	1	1.35	15	6.75
BED 3	1	10.97	15	54.85
BED 2	1	10.55	15	52.75
PASSAGE	1	4.68	15	23.40
BED 1	1	13.28	15	66.40
WIR	1	1.69	15	8.45
PORCH	1	2.09	15	8.35
GARAGE	1	24.10	15	72.30

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

6
NABERS
HOUSE

Candidate Number
Assessor Name
Accreditation Number
Candidate Address
Candidate Date
2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

1127 m²

DAVID CALLEJA
DAVID CALLEJA
VIC DOB 1/10/1984
9 MAY 2018
2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

Proposed Unit Development
at lot 308 (25) Harcourt Ave., St Albans 3021

David Calleja B.E.(Cv) M.L.E.Aust
BUILDING DESIGNER DR-ADTIO and STRUCTURAL ENGINEER EC1050
137 Rowan Drive
Keeleba VIC 3021
www.houseanddesign.com.au
callejadavid@optushome.com.au
drawn: D.Calleja
date: 06/09/17
E1
Job No: 35959



Brimbank City Council
Engineering Services
PO Box 70
Sunshine Victoria 3020
Ausdoc DX30315
Email: info@brim.vic.gov.au
Web Page: brimbank.vic.gov.au
Telephone: 9249 4000

Property Information Advice

(Legal Point of Discharge (LPD) & Stormwater Drainage)

Applicants Details

Name: **David Calleja**

Contact Name: David Calleja & Associates Pty Ltd Email: callejadavid@optushome.com.au

Applicant's Address: 137 Rowan Drive

Contact Details

Phone: 9364 1163 Mobile:

Property Details

Street Address: **25 Harcourt Avenue St Albans VIC 3021**

Existing Stormwater Pipe Details

According to Council's records stormwater drainage does exist within the property			
Rear <input checked="" type="checkbox"/>	Side (left) <input type="checkbox"/>	Side (Right) <input type="checkbox"/>	Centre <input type="checkbox"/> / Front <input type="checkbox"/>
Diameter: 225 mm	Diameter: Dia. mm	Diameter: Dia. mm	Diameter: Dia. mm
Offset(boundary): 2.0 M	Offset(boundary): Offset M	Offset(boundary): Offset M	Offset(boundary): Offset M
Depth to Invert: 0.9 M	Depth to Invert: Depth M	Depth to Invert: Depth M	Depth to Invert: Depth M

☐ Details of the stormwater pipes in neighbouring properties are requested.

According to Council's records stormwater drainage N/A in Neighbouring properties		
Rear <input type="checkbox"/>	Side (left) <input type="checkbox"/>	Side (Right) <input type="checkbox"/>
Diameter: Dia. mm	Diameter: Dia. mm	Diameter: Dia. mm
Offset(boundary): Offset M	Offset(boundary): Offset M	Offset(boundary): Offset M
Depth to Invert: Depth M	Depth to Invert: Depth M	Depth to Invert: Depth M

Notes:

1. This information is provided as a guide only and Council records **DO NOT** depict as-constructed conditions. The applicant **MUST** verify on site as to the existence of the drain and its size, offset and depth to invert where applicable; and undertake a survey to determine that the invert level is such that stormwater from the property can discharge freely into it and that the drain is not adversely affected by the proposed development.
2. Applications for Building Over Easement are to be made by THE OWNER on the form "**APPLICATION FOR PERMISSION TO CONSTRUCT OVER/IN AN EASEMENT**"
3. Works undertaken in the Road Reserve or Council Easement require the appropriate permits to be obtained from Council at the relevant fees.

Approved Legal Point of Discharge (LPD)

The proposed development is to have its stormwater drain connected to discharge to the 225mm dia **barrel drain** at the rear via existing internal drain and property inlet, refer to attached plan.

Landfill Information: Council plans does not indicate there is fill however you should obtain your own Soil Engineer's report regardless

Land Liable to Flooding (LLF): see attached

Date: 14/09/2017

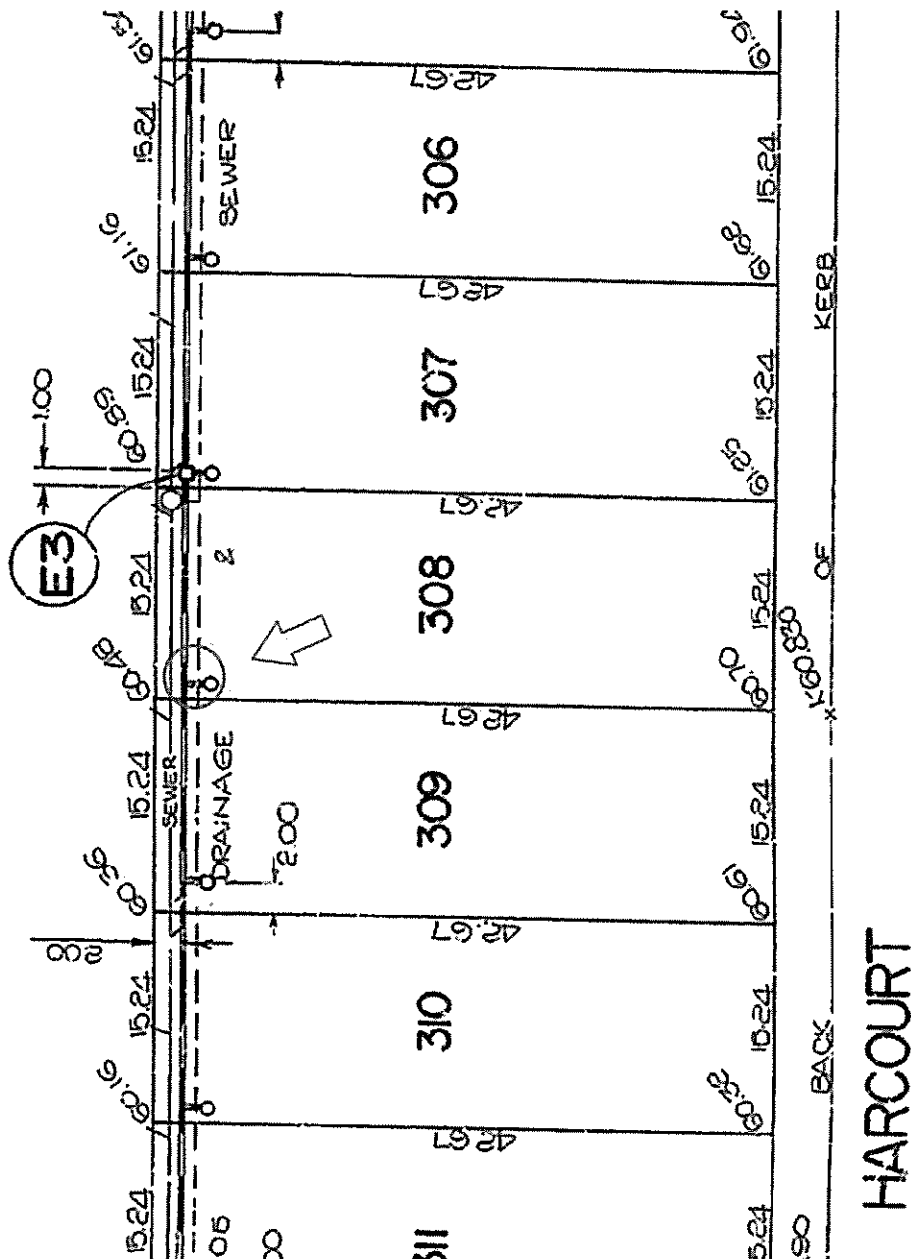
Issued By: Desi Sta Cruz

Confirm No: **666419**



PLAN ATTACHMENT – Legal Point of Discharge (LPD) Advice

Property Address: 25 Harcourt Avenue St Albans VIC 3021



Notes:

1. Complete accuracy of this plan is not guaranteed
2. Details shown should be checked and proved on-site before any work is carried out
3. All Utility Authorities should be contacted regarding the existence of any underground services



Brimbank City Council
Engineering Services
PO Box 70
Sunshine Victoria 3020
Ausdoc DX30315
Email: info@brim.vic.gov.au
Web Page: brimbank.vic.gov.au
Telephone: 9249 4000

Property Information

(Land Liable to Flooding (LLF) Advice)

Applicant: **David Calleja David Calleja & Associates Pty Ltd**

Property Details

Street Address:

25 Harcourt Avenue St Albans VIC 3021

I refer to your application for information as follows:

- Is the property in an area liable to flooding pursuant to regulation 802 of the Building Regulations 2006?
- Is the area of land or works as designated land or works pursuant to regulation 806 of the Building Regulation 2006?

I wish to advise as follows:

- A** ☒ The property **is not in** an area liable to flooding or in an area of designated land or works.
- B** ☐ The property **is in** an area liable to flooding as indicated in a planning scheme overlay. Therefore, you **will require** a Town Planning Permit to build or construct works. You must contact Council's **Town Planning Department** who will advise you further of their requirements.
- C** ☐ The property **is in** an area liable to flooding as indicated in Melbourne Water flooding model. Therefore, you are required to obtain consent from Council in accordance with sub-regulation 802(3) of the Building Regulations 2006 to build on this land. Council's fee for this service is **\$256.90**. Council requires that you gain details regarding flood levels by following means (fees may be applicable):

City West Water: by obtaining a "Property Information Statement" directly from them by telephoning 9313 8390.

Melbourne Water: by using their "Application for Planning and/or Building Advice"

Note: If you receive information from either City West Water or Melbourne Water that suggests the land is subject to flooding, then Council also requires that you engage a licenced surveyor to determine the exact effect of the applicable flood level on the property and forward your application to Council's **Engineering Services Department** for **consent to build on a flood prone area** along with:

- Applicable application fee, as mentioned above, and properly filled application form
- Information supplied by City West water or Melbourne Water
- Land surveyor's plan with levels to Australian Height Datum (AHD)
- Details of proposed development with proposed level to Australian Height Datum (AHD)

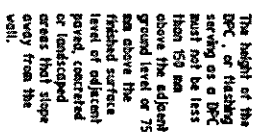
- D** ☐ The property **is not believed to be** in an area liable to flooding or designated land. **However**, information documented on plan of subdivision Plan No recommends that the floor level for any construction will be a minimum of Height **meters** to Australian Height Datum (AHD)

Note: Responsibility for the enforcement of this notice of restriction under the Subdivision Act 1988 and/or the Transfer of Land Act 1958 lies with the benefited lands and not with the Brimbank City Council.

Date: 14/09/2017

Issued By: **Desi Sta Cruz**

Confirm No: **666419**



Internal beam

edge beam scale 1:20

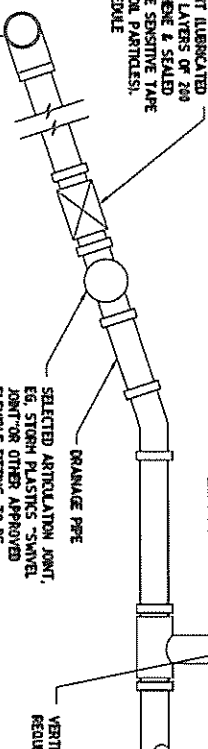


garage edge beam

scale 1:20

MINIMUM REQUIREMENTS FOR SEWER ARTICULATION			
SITE CLASS	DESIGN VS MOVEMENT (mm)	SEWER EXIT POINTS & ORG	
		SWAYEL	EXPANDER
H2	60-Vs-75	2	1

EXPANDA-JOINT LUBRICATED
WRAPPED IN 2 LAYERS OF 200
MICRON POLYTHENE & SEALED
WITH PRESSURE SENSITIVE TAPE
TO EXCLUDE SOIL PARTICLES.
REFER TO SCHEDULE



— DRINAAGE PIPE
SELECTED ARTICULATION JOINT,
EG. STOSH PLASTICS -5INVEL
JOINT OR OTHER APPROVED
FLEXIBLE FITTING, TO BE
INSTALLED AS PER
MANUFACTURER'S DETAILS AND
SPECIFICATIONS, TYP.
REFER TO SCHEDULED

VERTICAL EXPANSION JOINT
REQUIRED FOR T-SITE ONLY.

Sec 1: 20

typical under wafile slab

pipe detail

DrDreBox (Drinks) UnrefinedVina203 (25) Vina203 (25) _4Aug. 7/6/2019 11:55:17 AM, Adobe PDF

SET OUT AND DEADENSONES

All set-out dimensions and levels including any shown on Structural drawings shall be in accordance with the Architectural and Structural drawings and verified on site. Any discrepancies in the documents must be resolved before ordering or picking any materials. Substitutions must be approved by the Designer. The Designer must ensure that the Engineer is called up for regular inspections to ensure that all the design assumptions are fully followed in practice. The Contractor shall provide and employ any additional bracing, props, tammers etc., necessary to safely hold the structure in position during construction. Do not cast Engineering drawings. Use written dimensions only or refer to Architectural drawings.

COOLERS

All most any molecule shall conform to current Australian Standards, and to the Building Code of Australia. In particular, the following standards shall be read as part of these general notes.

AS 1170.1 - SAA Loading Code Part 1 - Dead and Live Loads
AS 1170.2 - SAA Loading Code Part 2 - Wind Loads

- AS 1170.1 - SAA Loading Code Part 1 - Dead and Live Loads
AS 1170.2 - SAA Loading Code Part 2 - Wind Loads
AS 1170.2 - SAA Loading Code Part 2 - Wind Loads
AS 2870 - SAA Residential Slabs and Footings - Construction

FOURTH THINGS

The lowest aim on the drawing are for pricing purposes only. Footings/Beams shall be founded on a suitable stratum as directed on the soil investigation report. Top soil containing vegetation shall be removed from the area on which slabs are to rest. Sub-grade for slabs shall be sprayed over and compacted in layers of 150 mm maximum up to 600 mm by mechanical compaction equipment to at least 95% of the maximum dry density in accordance with IS 1286. Slabs on ground shall be provided with a vapour-proof membrane minimum not less than 0.2 mm thick, placed directly beneath the slabs and shall be tapered not less than 200 mm at the joints, and tapered around piers/buttresses.

CONCLUSIONS

Unless otherwise noted on the drawings, the characteristic strength grade of all concrete shall be Grade 20. Other grades of concrete to be used are as follows:

- Grade 15 - Blind concrete
- Grade 20 - Step footings and piers
- Grade 20 - Paving slabs
- Grade 25 - Suspended slabs

The admixture of curing compounds shall not be used unless approved by the Engineer. Concrete testing and comply with the requirements of AS 3600 for the Project Contract. Construction joints additional or less to those shown on this drawing, shall be subject to the approval of the Engineer. Where service pipes pass through concrete elements, these elements shall be reinforced to provide a section of equivalent strength. Where service pipes pass under or near these elements, provide blind concrete. All service pipes shall be equipped with an approved independent movement when in contact with concrete.

Site Classified - CLASS P to AS2870-2011

Refer to Soil Report
by Werthebe Soil Testing Pty Ltd
Report No: 174158 Dated: 26 September 2017

Plans to be founded a minimum 300m into the undisturbed dunes having at

This drawing is to be read in conjunction with the above and the CE100.

publication "Guide to Horseowners on Foundation Maintenance and Footing Performance".

Planting of trees, shrubs, etc., or existing trees at a distance within 1.5 times their mature height from the footings/edge beams is not recommended. Provide a suitable tree/shrub root barrier where necessary.

MEMORANDUM

Reinforcement shall conform to the current Australian Standard. Hooks and laps shall comply with AS 3600 unless shown otherwise. All reinforcement shall be laid rigidly in position within specified tolerances before and during concrete placement. Unless noted otherwise, provide the following cover to main bars:

Splices shall be used only as shown on the drawings or when bars longer than stock length would be required. Trench mesh in footings/beams shall be lapped for the full width of the fabric at intersections and for not less than 500 mm at splices. Slab fabric shall be lapped by 1 wire spacing plus 25 mm minimum in all directions and shall be supported on bar chairs at spacings of not more than 1200 mm.

Stack	Internal	External or below ground
Fooding/Beams	25 mm	30 mm
		50 mm

STORYWORKS

[illegible]

SITE DRAINAGE & FLOODATION MAINTENANCE

[illegible]

BRICK CONTROL JOINTS

Controlled joints to be provided to full height of bituminous or inlaid, or more than twice the height of the masonry wall panel or five metres, whichever is the lesser. In addition, circulation joints should be provided to positions where concentrations or variations in the potential development of stresses may occur such as:

- changes of wall height (or changes of storey heights)

- returns exceeding 700mm
 - changes in soil thickness
 - junctions of water built of different materials
 - construction joints to the road
 - changes in the sub base depth
 - deep drains (roadside) for service pipes
- Reference should be made to the publication *Technical Note 7801 Articulated* published by the Cement and Concrete Association of Australia.

**Proposed Unit Development
at lot 308 (25) Harcourt Ave., St Albans 3021**

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

BUILDING DESIGNER DP-AD100 and STRUCTURAL ENGINEER EC1055
137 Rowan Drive
Keebra Vc 3021
www.housedesign.com.au
tel: 03 9364 1163
fax: 03 9364 3811
collejdavid@optushome.com.au

designed: BC, ME, AUST
drawn: BC
date: 06/09/17

S1
Job No: 35050

Job No: 35050

A site cut is recommended to ensure Slab edge and internal loadbearing beams founded in the undisturbed firm natural materials and penetrate any fill material and founded at least 100mm into the recommended founding material.

At a minimum the top 100mm of loose surface fill, roots and vegetation are to be removed from the building platform. After site cut to appropriate depths, Stiffened Raft Slab footings to complying to Class "H2" site classification.

For preparation of the construction surface, attention is drawn to "A. Builders' guide to preventing damage to dwellings. Part 1. Site investigation and preparation", CSRD 2003 (Building Technology File No. 19). Surface soils containing a significant volatile component of grass roots, vegetation or other organic matter, as well as overlying refuse or fill, should be stripped and removed from under the proposed slab area to a depth of not less than 50mm. Small amounts of fine root material is acceptable. Large tree roots should be removed from subsurface of the building envelope. Soft spots in the surface (from holes of removed trees) need to be located and excavated and filled with properly compacted material.

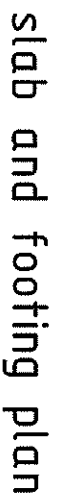
After preparation of construction surface, the site is to be cut to a level bench. The overall depth of compacted fill placed in addition to existing site fill materials is not to exceed 300mm, the surface can be presumed as having a minimum allowable bearing pressure of 80 kPa.

It is essential that no water be allowed to pond in the vicinity of the slab either during construction or during the life of the building. Ensure that the surface around the slab grades AWAY from the building at approximately 150 within at least 1500mm and where possible install surface sealing (concrete pathways or impervious membranes).

Details that pass through slab, slab beams and footings are required to be wrapped with closed cell foam so as to allow movement between the pipe and concrete. Particular care and vigilance is required to ensure that the lagging is arranged to ensure that the concrete, as it is poured, cannot creep around the ends of the lagged section and thereby form a close fitting collar around the pipe, which defeats the purpose of the lagging.

40-75mm Differential movement expected - use Storm Plastics Flexible joints in accordance with manufacturer's specifications and details.

Footings/Sill Beams are not to be interfered with by tree or shrub roots at any time. All landscaping work to incorporate a suitable tree/shrub root barrier to stop roots found on this site and from adjoining premises encroaching the vicinity of any foundations. Do not have garden beds/awn areas which require periodic watering directly adjacent to the slab. Do not install automatic irrigation systems in the vicinity of the slab. It is important that soil moisture fluctuation zone clay soils (either through excessive wetting or drying) be minimised. All relevant appendices of AS 2870 and the seal report should be adopted by the Owner/Builder. Owners must recognise their responsibilities as per the C.S.I.R.O. publication (Guide to Homeowners on Foundation Maintenance and Footing Performance) for the care of a clay foundation.



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

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137 Rowan Drive
Keebra VIC 3021
www.house-design.com.au
tel: 03 9364 1163
fax: 03 9364 3814
calledavid@optushome.com.au

designed: DC ME Aut.
drawn: DC
date: 06/09/17

Job No: 35050

PREFABRICATED TIMBER ROOF
TRUSSES BY SPECIALISTS

TIMBER SPECIFICATIONS - TRUSS & METAL ROOF

WIND CLASSIFICATION - N2

APPLICABLE TO SINGLE OR UPPER STOREY

Unters -
Span up to 1100 RLV 1500 Max.
Span up to 2000 90 x 45 F5 PINE
Span up to 3200 2/90 x 45 F5 PINE
Span up to 3200 190 x 45 F5 PINE

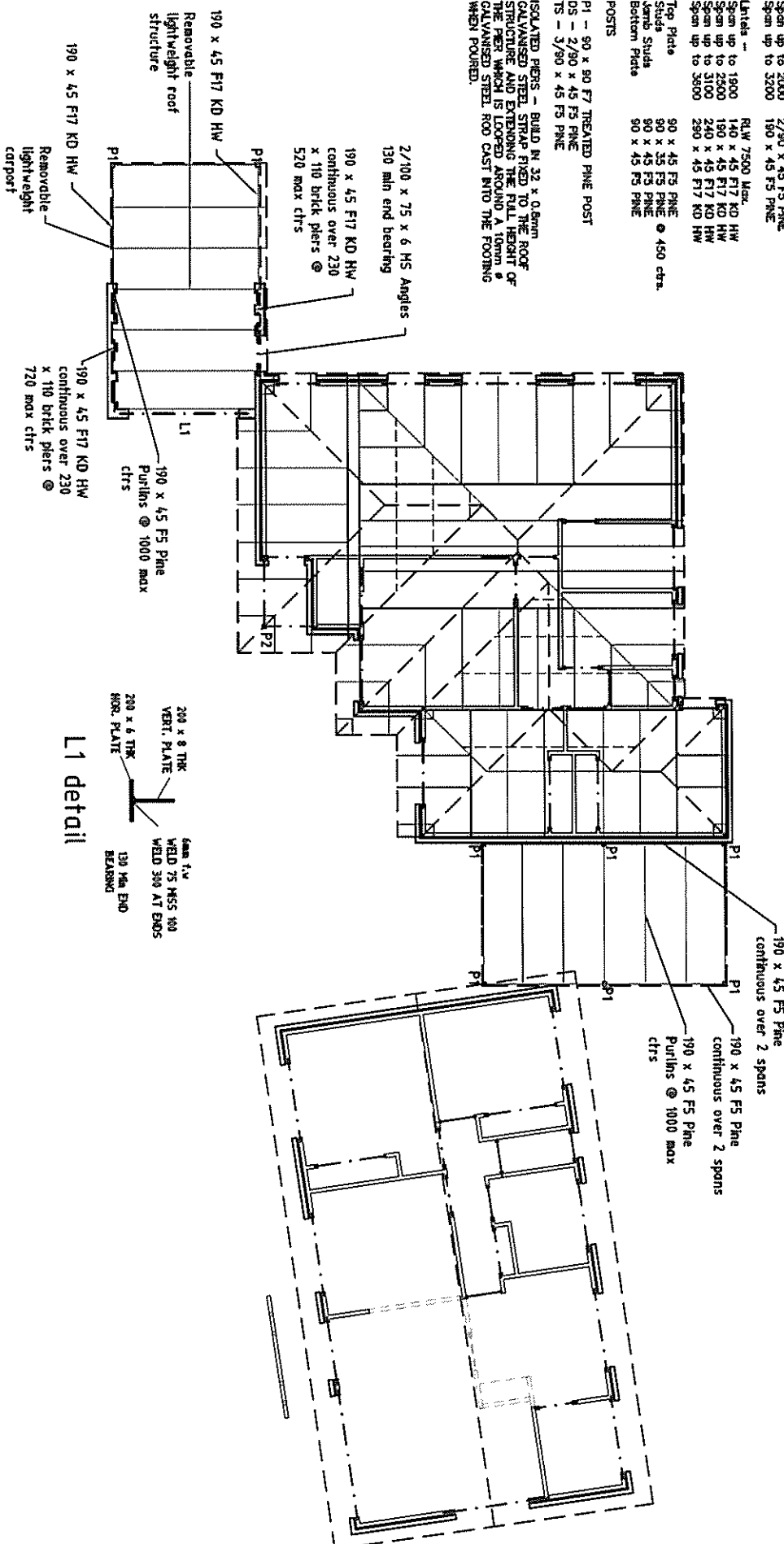
Unters -
Span up to 1800 RLV 7500 Max.
Span up to 2500 140 x 45 F17 KD HW
Span up to 3100 180 x 45 F17 KD HW
Span up to 3600 240 x 45 F17 KD HW
Span up to 3600 280 x 45 F17 KD HW

Top Plate
90 x 45 F5 PINE @ 450 ctrs.
Shade
90 x 45 F5 PINE
Bottom Plate
90 x 45 F5 PINE

POSTS

P1 - 90 x 80 F7 TREATED PINE POST
D5 - 2/90 x 45 F5 PINE
TS - 3/90 x 45 F5 PINE

ISOLATED PIERS - BUILD IN 32 x 0.8mm GALVANISED STEEL STRAP FIXED TO THE ROOF STRUCTURE AND EXTENDING THE FULL HEIGHT OF THE PIER WHICH IS LOOPED AROUND A 10mm Ø GALVANISED STEEL ROD CAST INTO THE FOOTING WHEN POURED.



roof framing plan

code 1000

Proposed Unit Development
at lot 308 (25) Harcourt Ave., St Albans 3021

David Calleja BE(Civ) M.L.E.Aust

BUILDING DESIGNER DP-AD100 and STRUCTURAL ENGINEER EC1050
137 Rowan Drive
Keeleba Vic. 3021
www.house-design.com.au

callejajdavid@optusnet.com.au

designed: DC ME Aust.
drawn: DC
date: 06/09/17

S3
Job No. 35559

Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)



Your Reference: 42795751-016-9
Our Reference: 17948
Contact: Deanne Andrew
Telephone no: 9249 4603

T 9249 4000
W brimbank.vic.gov.au
E info@brimbank.vic.gov.au

PO BOX 70
Sunshine Victoria 3020

301 Hampshire Road
Sunshine

LANDATA
GPO Box 527
MELBOURNE VIC 3001

Property Address:	25 HARCOURT AVENUE ST ALBANS 3021
Title Information:	LOT: 308 PLN: 12353

(a) Details of any permit or certificate of final inspection issued in the preceding 10 years;

Building Permit/ Approval No.	Date Issued	Description of Work	Occupancy Permit/Certificate of Final Inspection	
			Date	No.
Nil				

(b) Details of any current determination made under regulation 64(1) or exemption granted under regulation 231(2);

Statement Details	Date Issued	RBS Name
Nil		

(c) Details of any current notice or order issued by the relevant building surveyor under the Act;

Building Enforcement Type	Date Issued	RBS Name
Nil		

PLEASE NOTE:

- Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent enquiries should be made if in any doubt or if any problem is anticipated or encountered.
- All residential properties with existing swimming pools or spas must have compliant safety pool fencing.
- All dwellings must have approved self-contained smoke alarms installed in appropriate locations.


ASHLEY HANSEN
MUNICIPAL BUILDING SURVEYOR
BRIMBANK CITY COUNCIL

DATE: 26 November 2020

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

721353

APPLICANT'S NAME & ADDRESS

FERRARO & COMPANY PTY LIMITED C/- INFOTRACK C/-
LANDATA

MELBOURNE

VENDOR

BRANKOVIC, ZELKO

PURCHASER

N/A, N/A

REFERENCE

4285

This certificate is issued for:

LOT 308 PLAN LP12353 ALSO KNOWN AS 25 HARCOURT AVENUE ST ALBANS
BRIMBANK CITY

The land is covered by the:

BRIMBANK PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/brimbank>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

24 February 2021

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

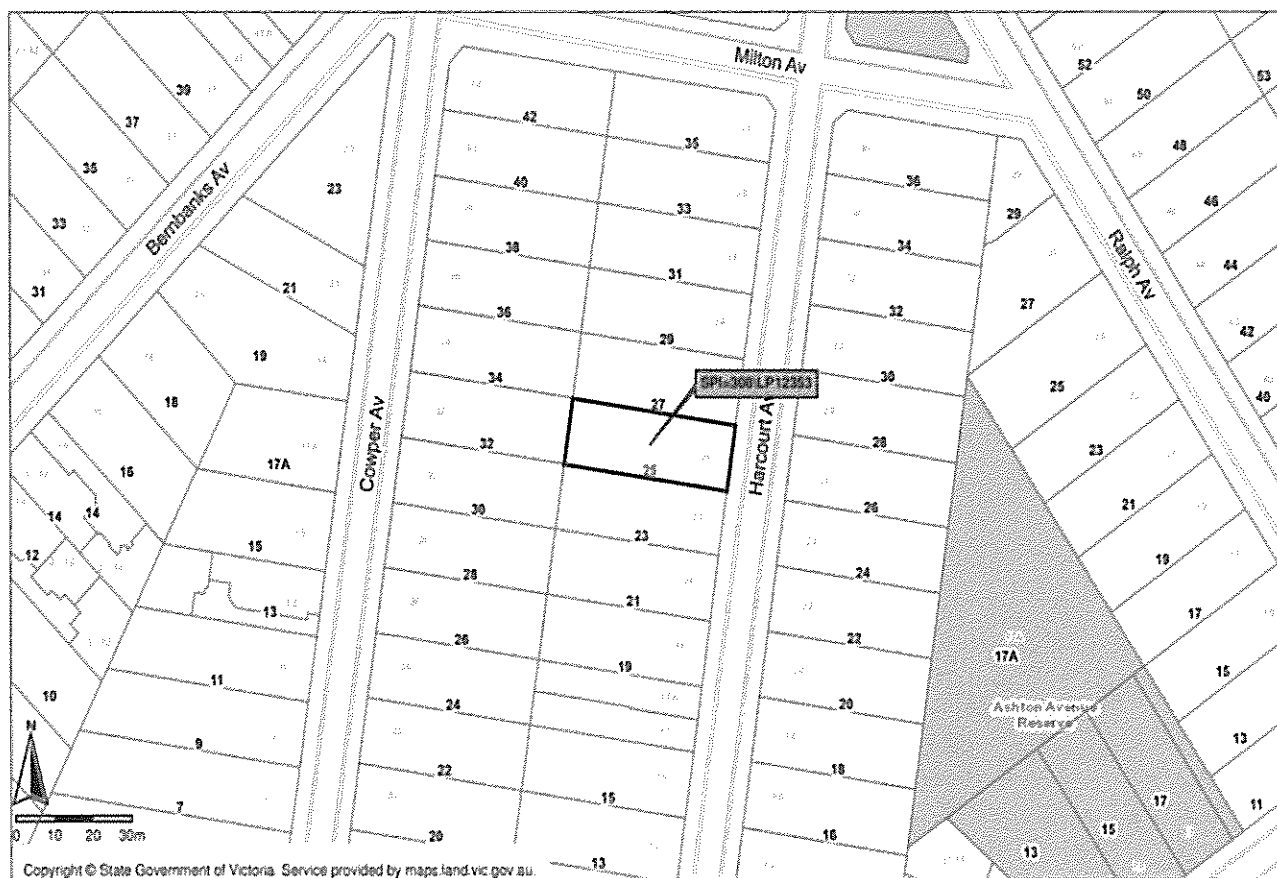
LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.



Property Report from www.land.vic.gov.au on 02 March 2021 11:44 AM

Address: 25 HARCOURT AVENUE ST ALBANS 3021

Lot and Plan Number: Lot 308 LP12353

Standard Parcel Identifier (SPI): 308\LP12353

Local Government (Council): BRIMBANK Council Property Number: 257857

Directory Reference: Melway 26 F1

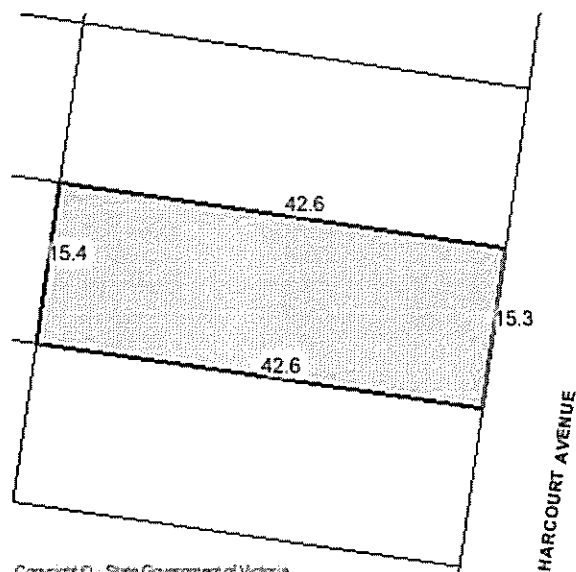
This property is not in a designated bushfire prone area.

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

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

Site Dimensions

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



State Electorates

Legislative Council: WESTERN METROPOLITAN

Legislative Assembly: ST ALBANS

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: City West Water

Melbourne Water: inside drainage boundary

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

Planning information continued on next page

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Planning Zone Summary

Planning Zone: NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)

Planning Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

Planning scheme data last updated on 24 February 2021.

A planning scheme sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a Planning Certificate issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

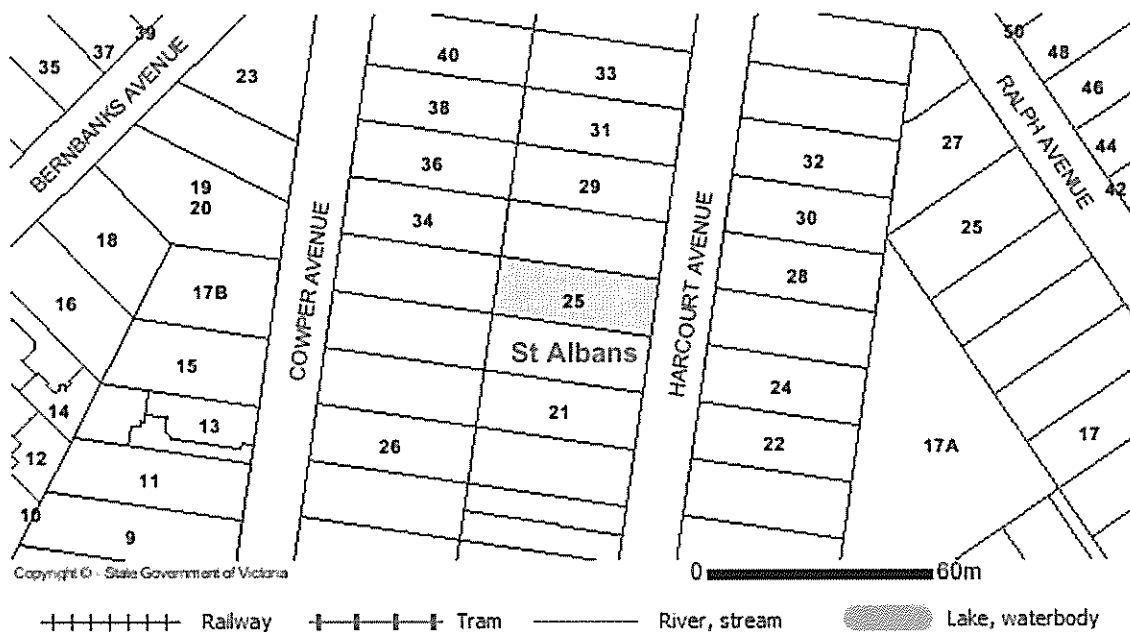
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 02 March 2021 11:43 AM

PROPERTY DETAILS

Address: **25 HARCOURT AVENUE ST ALBANS 3021**
Lot and Plan Number: **Lot 308 LP12353**
Standard Parcel Identifier (SPI): **308\LP12353**
Local Government Area (Council): **BRIMBANK**
Council Property Number: **257857**
Planning Scheme: **Brimbank**
Directory Reference: **Melway 26 F1**

www.brimbank.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/brimbank

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **City West Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **POWERCOR**

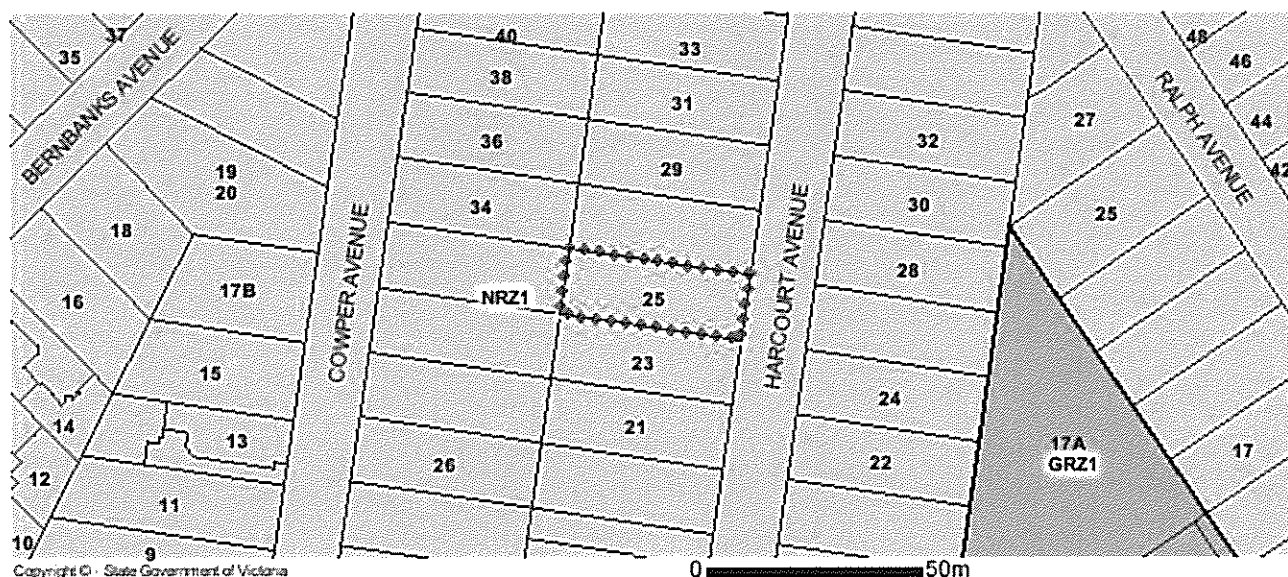
STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **ST ALBANS**

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



GRZ - General Residential NRZ - Neighbourhood Residential

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

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

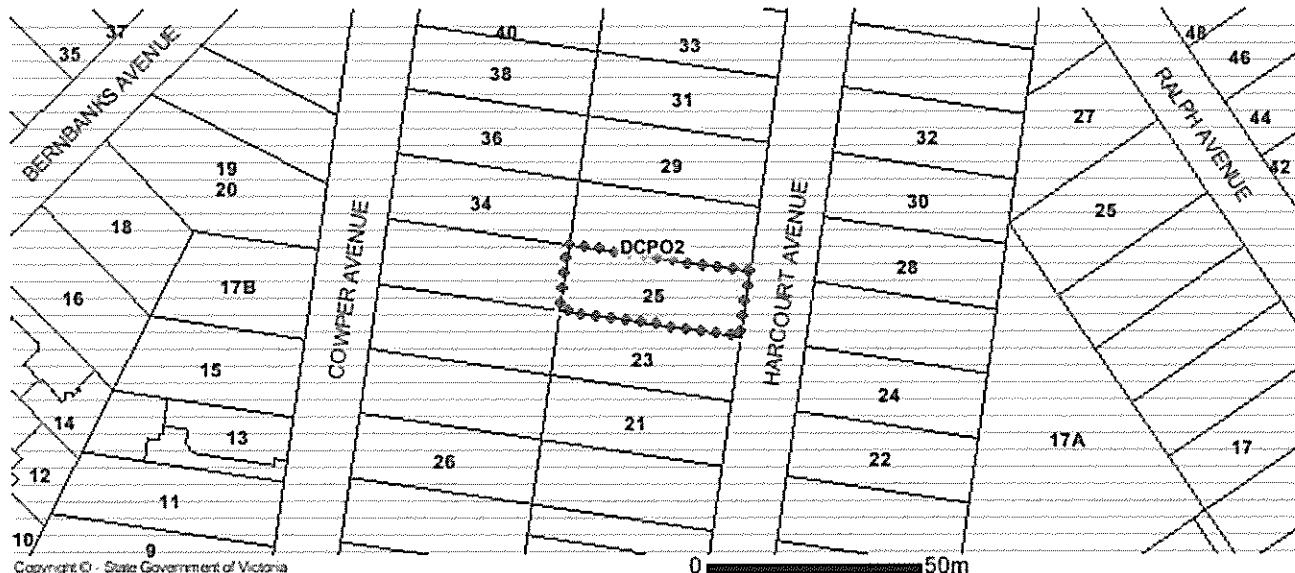
PLANNING PROPERTY REPORT: 25 HARCOURT AVENUE ST ALBANS 3021

Page 1 of 3

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



 DCPO - Development Contributions Plan

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

Further Planning Information

Planning scheme data last updated on 24 February 2021.

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 <http://mapshare.maps.vic.gov.au/vicplan>

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

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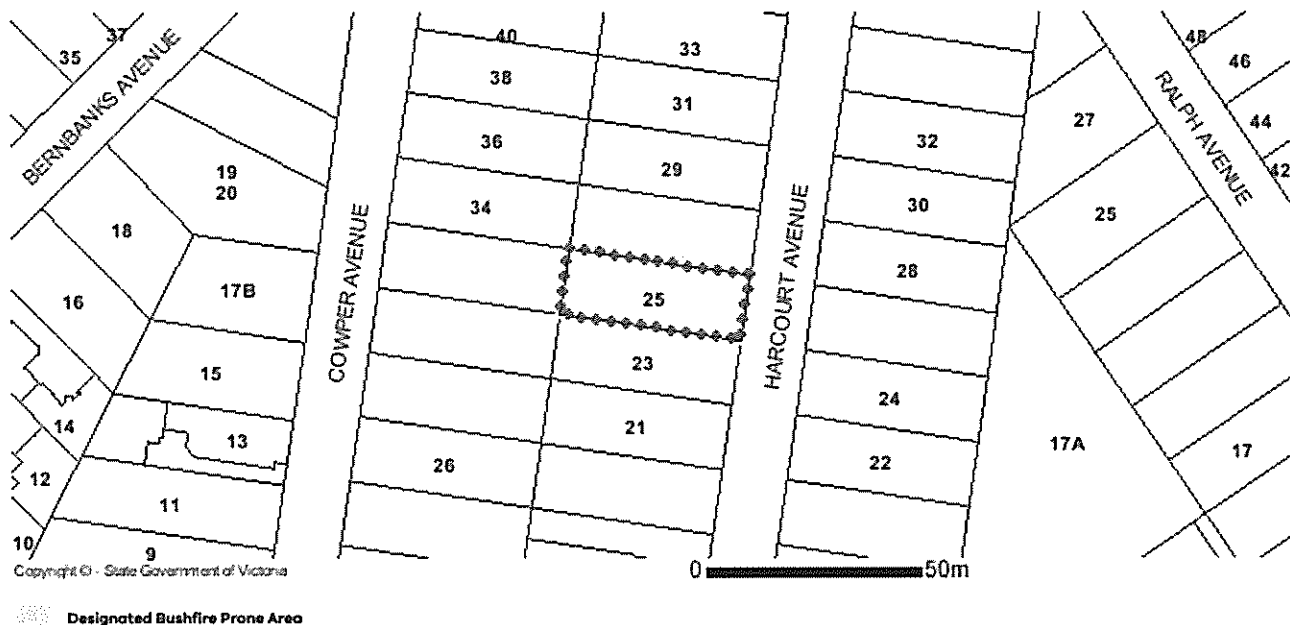
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PLANNING PROPERTY REPORT: 25 HARCOURT AVENUE ST ALBANS 3021

Page 2 of 3

Designated Bushfire Prone Area

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

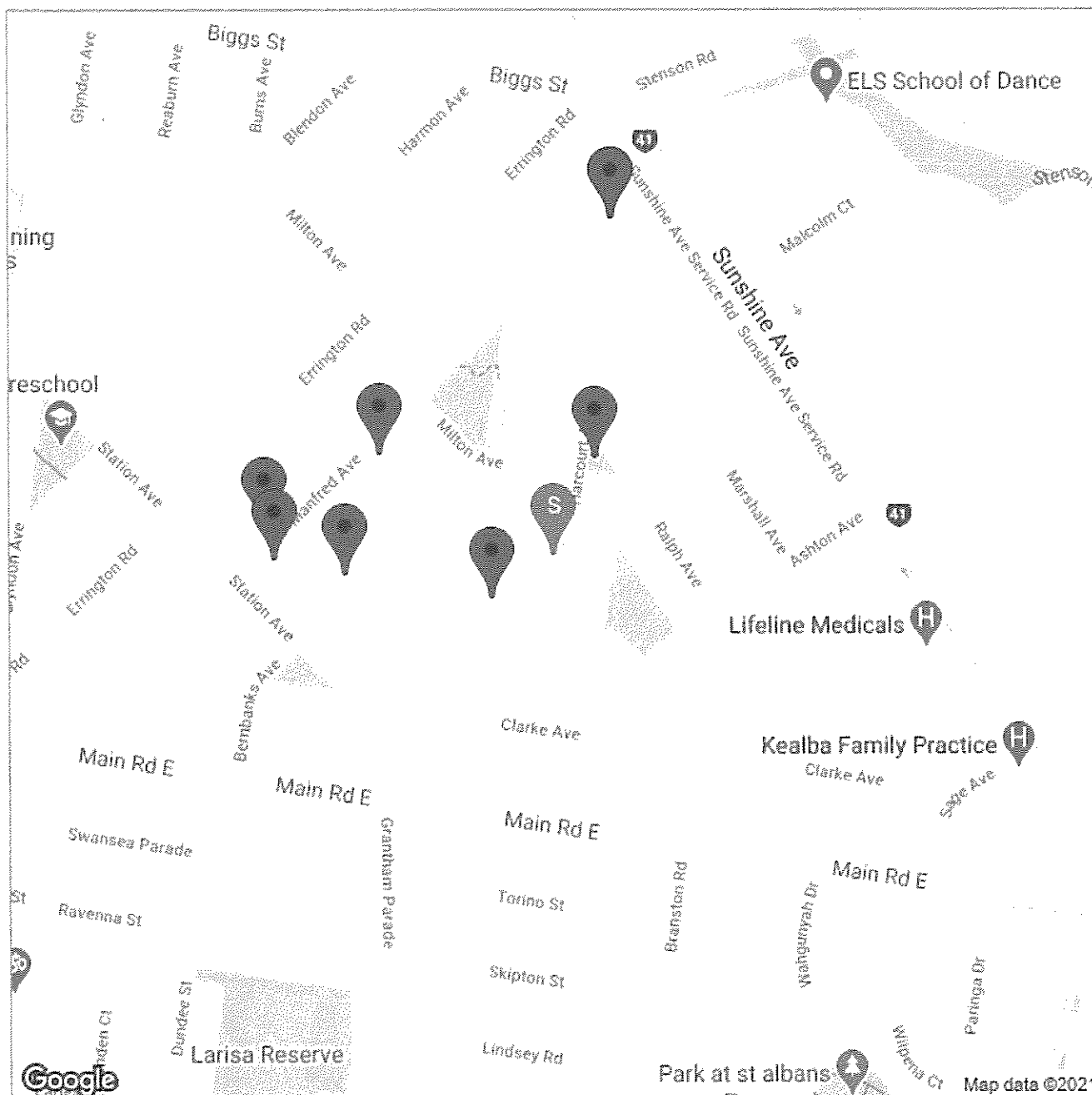
Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Development Application Report



25 HARCOURT AVENUE, ST ALBANS VIC 3021

Matter

2104099

Council

Brimbank



8
Applications



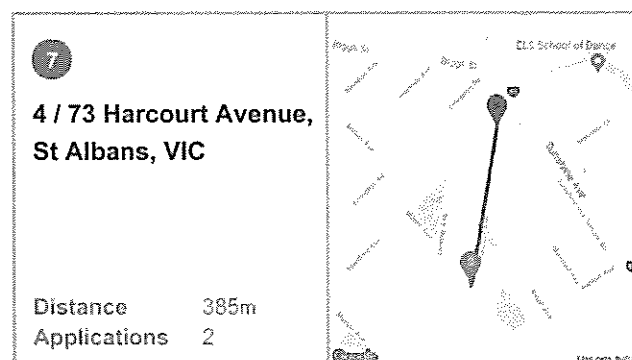
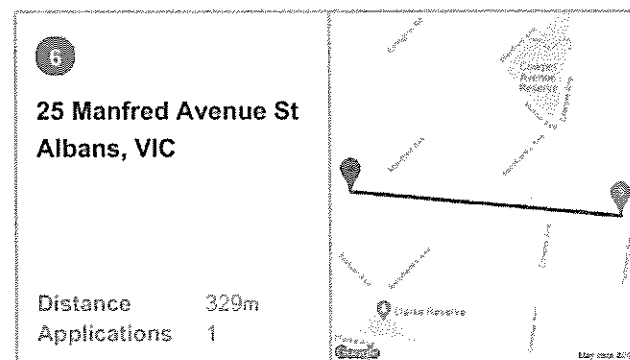
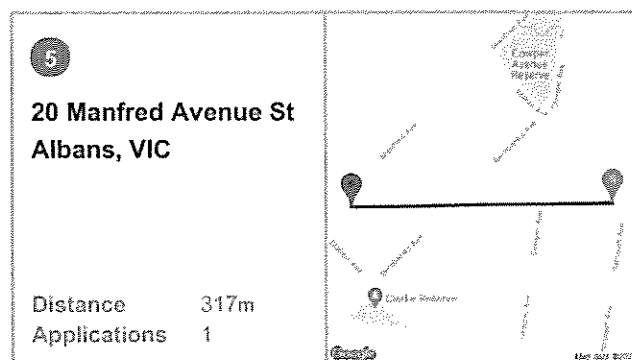
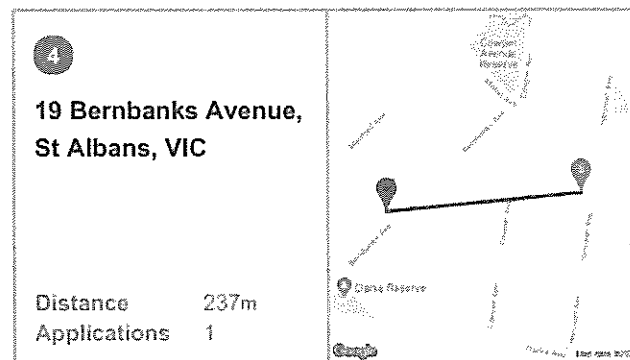
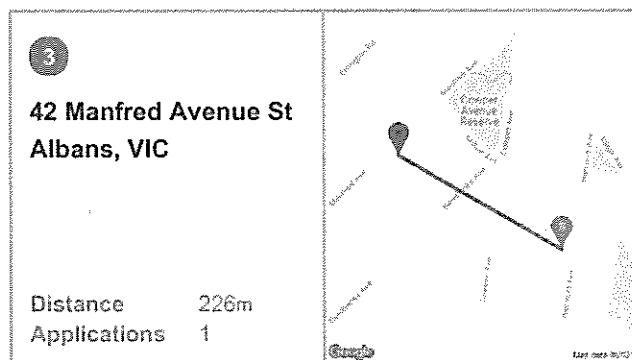
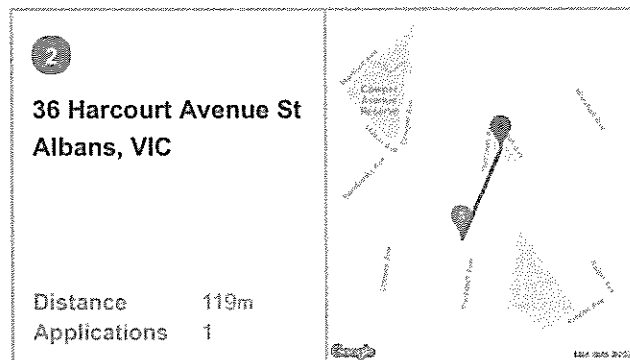
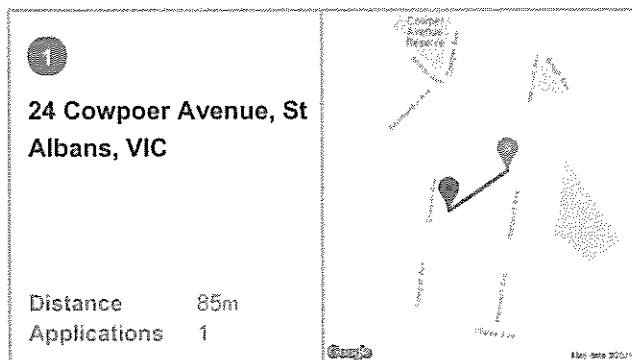
02/07/2019
Last Update



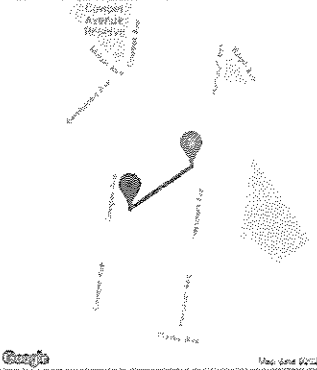
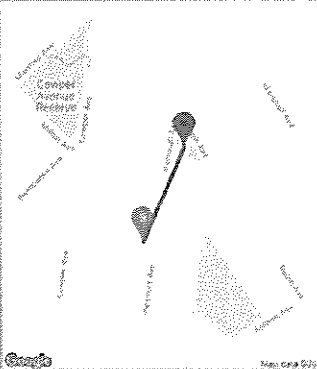
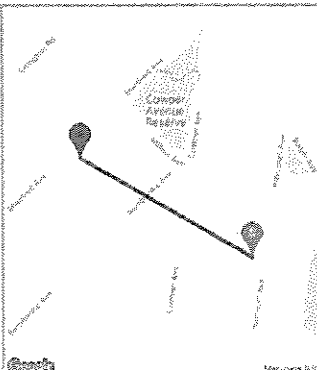
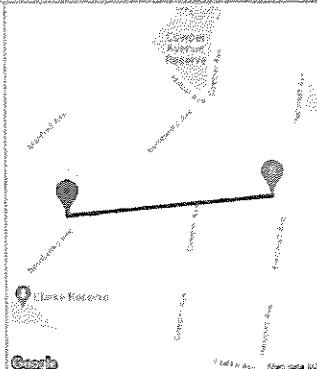
400m
Range

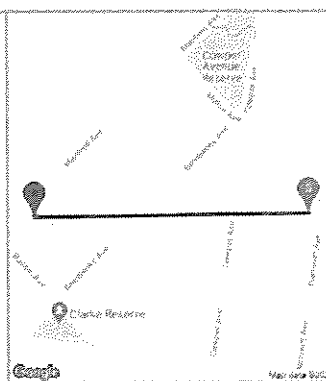
Whilst efforts are made to ensure the accuracy of data and the contents of Development Application reports, InfoTrack cannot guarantee the accuracy or completeness of information contained therein. Results are currently limited to the first 200 applications based on proximity to the property. By using the Development Application product and Development Application reports, you agree to indemnify InfoTrack (and its related body corporate, directors, officers, agents, employees and contractors) from any claim, action, demand, loss or damages made or incurred directly or indirectly by you or any third party arising out of or relating to your conduct your use of the Development Application product or Development Application reports.

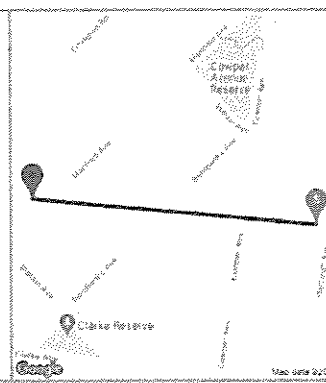
Summary

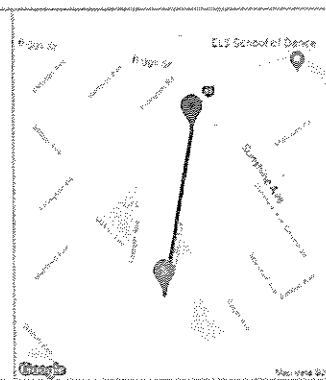


Details

<p>1</p> <p>24 Cowpoer Avenue, St Albans, VIC</p> <p>Distance 85m Applications 1</p>	
<p>P128/2019 Construction of two (2) double storey dwellings</p>	
<p>2</p> <p>36 Harcourt Avenue St Albans, VIC</p> <p>Distance 119m Applications 1</p>	
<p>P905/2017 Construction of a double storey dwelling to the rear of the existing dwelling</p>	
<p>3</p> <p>42 Manfred Avenue St Albans, VIC</p> <p>Distance 226m Applications 1</p>	
<p>P65/2018 Construction of additions (garage) to the existing dwelling and construction of a single storey dwelling to the rear</p>	
<p>4</p> <p>19 Bernbanks Avenue, St Albans, VIC</p> <p>Distance 237m Applications 1</p>	
<p>P700/2017 Construction of three (3) double storey dwellings</p>	

<p>5</p> <p>20 Manfred Avenue St Albans, VIC</p> <p>Distance 317m Applications 1</p>	
<p>P15/2018 Retention of the existing dwelling and the construction of an additional single storey dwelling to the rear, along with a two (2) lot subdivision</p>	

<p>6</p> <p>25 Manfred Avenue St Albans, VIC</p> <p>Distance 329m Applications 1</p>	
<p>P734/2018 Construction of three (3) dwellings (two double storey and one single storey)</p>	

<p>7</p> <p>4 / 73 Harcourt Avenue, St Albans, VIC</p> <p>Distance 385m Applications 2</p>	
<p>P0317/2016 Buildings and works (sun room) to an existing single storey dwelling on a lot less than 300SQM</p>	
<p>P317/2016 Buildings and works (alfresco) to an existing single storey dwelling on a lot less than 300sqm</p>	

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

Residential Tenancy Agreement.



Residential Tenancy Agreement.

Residential Tenancies Act 1997 (Including any subsequent replacement or amended Act)

1. This agreement is made on the date specified in item 1 in the Schedule hereto between the Landlord whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the Tenant whose name and address is specified in item 4 of the Schedule.

Premises and Rent

The Landlord lets to the Tenant and Premises specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the Rental shall be the amount specified in item 6 in the Schedule of which the first installment is payable on the date specified in item 7 of the Schedule and payable by the Tenant to the party specified in item 8 in the Schedule.

Bond

The Tenant shall pay a Bond of the amount specified in item 9 of the Schedule to the Landlord/Agent on or before the signing of this Agreement.

In Accordance with the Residential Tenancies Act 1997, or any subsequent replacement Act, the Landlord/Agent must lodge the Bond with the Residential Tenancies Authority within 5 business days of receiving the Bond.

Fixed Term Tenancy

The term of this Agreement shall be specified in item 11 of the Schedule Commencement on the date specified in item 12 in the Schedule and Ending on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

Periodic Tenancy

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with Residential Tenancies Act 1997.

2. Condition of the Premises
The Landlord shall make sure that the premises are maintained in good repair.
3. Damage to the Premises
 - (a) The Tenant shall make sure that care is taken to avoid damaging the rented premises.
 - (b) The Tenant must take reasonable care to avoid damaging the premises and any common areas.
 - (c) The Tenant who becomes aware of the damage to the rented premises must give notice to the Landlord of any damage to the premises as soon as practical.
4. Cleanliness of the premises
 - (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter into occupation of the premises.
 - (b) The Tenant shall keep the premises in a reasonably clean condition during the period of Tenancy.
5. Use of premises
 - (a) The Tenant shall not use or allow the premises to be used for any illegal purpose.
 - (b) The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause any interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.
6. Quiet Enjoyment
The Landlord shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.
7. Assignment or sub-letting
 - (a) The Tenant shall not assign or sub-let the whole or any part of the premises without the written consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.
 - (b) The Landlord shall not be liable for any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing pursuant to this Agreement.
8. Residential Tenancies Act 1997 – or any subsequent replacement of The Residential Tenancies Act 1997.
Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties)

Signed by Tenant/s:



25 Harcourt Avenue, St Albans 3021

Date: 20/6/19

ADDITIONAL TERMS

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

9. The Agreement may be amended only by an Agreement in writing signed by the Landlord or Agent and the Tenant.
10. The Tenant acknowledges that they have inspected the rented premises and agree to accept the property in its present condition.
11. The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein, or any future or intended improvements to the premises.
12. The Tenant hereby acknowledges that only those persons named in Item 4 of the Schedule may occupy the premises. No additional person/s shall occupy the premises without the prior written consent of the Landlord or Agent. In the case where there is more than one tenant being named in Item 4 of the Schedule and one of the said tenants wishes to vacate, then Barry Plant Real Estate must be notified immediately. If a substitute tenant is to occupy the premises he/she will first submit a tenancy application form to Barry Plant Real Estate and gain the permission of the Landlord before moving into the rented premises. Furthermore, the tenants acknowledge and agree that there may be a fee payable to the agent for the preparation of an assignment in writing of this Agreement.
13. The Tenant shall not use the premises, or part thereof, for any purposes other than for residential purposes without the written consent of the Landlord.
14. The Tenant acknowledges that whilst all due care has been taken by the Landlord and the Agent, it cannot be guaranteed that all keys held by previous occupiers of the property have been returned.
15. The Landlord acknowledges the Tenant's right to change the locks on the premises providing a duplicate is supplied to the Agent. The Landlord also acknowledges the Tenant's right to change the alarm code on the premises providing the Agent is immediately advised of the new alarm code.
16. The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
17. The Landlord/Agent does not guarantee that the premises has a telephone line that is connected from the rented premises to the street poles or to the phone exchange. The Tenant hereby agrees that all costs in connection with a fixed phone line to the property are at their own expense, and that any plate fixtures or fittings at the property does not indicate that there is a fixed phone line in place.
18. The Landlord/Agent does not guarantee that the phone line is capable of carrying at least ADSL2+ internet service and that there is more than one ISP that can provide internet service to the rented premises.
19. The Landlord/Agent does not guarantee that the premises can be connected to the NBN, or that any plate fixtures or fittings at the rented premises indicates that NBN is available to be provided.
20. The Tenant hereby agrees that the Landlord is not responsible for the costs associated with the installation or maintenance of NBN services, including but not limited to connections, servicing and batteries that may be required.
21. The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium The Landlord may make an application for compensation against the Tenant as a result expenses incurred as a consequence of any breach of this term.
22. The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the tenant.
23. The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any damage or defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983 and Wrongs Act 1958.
24. The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant and/or any invitees.
25. The Tenant acknowledges that it is the Tenant's responsibility upon the termination of the Agreement to deliver the keys to the premises to the Agent's office and to continue paying rent until such time as the keys are delivered. The tenant further understands that they must return to the agent, any extra duplicate keys that the tenant has made.

Signed by Tenant/s: _____ Date: ____/____/____

25 Harcourt Avenue, St Albans 3021

ADDITIONAL TERMS

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

26. The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
27. The Tenant hereby agrees that no pets are to be allowed on any part of the property, inside or outside, of the rented premises at any time. The Tenant shall not keep any animal, bird or pet on the premises without the written consent of the Landlord. (Note: written consent of the Owners Corporation will be necessary where Strata rules apply).
28. The Tenant shall at the Tenant's expense replace all consumable items such as lighting tubes, globes and down-lights to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
29. The Tenant shall not hang out any clothes outside the premises other than where provision for the hanging clothes has been provided.
30. The Tenant shall deposit all rubbish including cartons and newspaper in a proper rubbish receptacle with a close fitting lid as required by Health Department of Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Tenant for collection by the Local Council or Health Department and returned to its allotted place. The tenant agrees to ensure that recyclable goods are disposed of in the allocated recycling bins, general household rubbish is only to be placed in the rubbish bin, and that garden waste is placed in the green recycling bin (if supplied).
31. The Tenant hereby acknowledges and agrees to monitor and clean the filters and vents at the property. This includes, but is not limited to, exhaust fans, return air vents, ducted heating and cooling, split air conditioner filters and range hood filters. Such items must be cleaned regularly to avoid clogging and building up grime and/or dust. Furthermore all rooms are to be kept well ventilated to avoid the presence and/or build-up of mould. Any mould should be cleaned/treated with an appropriate cleaning agent, and the Landlord or Agent must be notified.
32. The Tenant must not install any fixed or portable pool, spa, Jacuzzi or any such structures used for swimming, paddling or wading. In accordance with Building Regulations 2006, part 703 and 1220 it is illegal to have such structures on the premises without the correct safety barriers. The Tenant hereby agrees and acknowledges not to install any swimming pool, spa, Jacuzzi and any such structures used principally for swimming, paddling or wading. Please note: a swimming pool means a swimming pool or spa or any excavation or structure capable of containing a depth of water greater than 300 millimeters.
33. The Tenant shall not keep or use inside the premises any portable gas bottle appliances, kerosene heaters, oil burning heaters or heaters of similar kind, but not limited to outdoor gas patio heaters, charcoal heaters or wood chip heaters. Outdoor patio heaters may be used outdoors only, and must not be used inside the rented premises.
34. The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
35. The Tenant shall allow the Landlord or his Agent to put on the premises a notice or notices 'for lease' during the last month of the term of this Agreement.
36. The Tenant agrees to allow access for re-letting purposes for at least the last 14 days of the tenancy period, in accordance with the Residential Tenancies Act 1997.
37. The Tenant shall also allow the Landlord or his Agent to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the Landlord or his Agent to present the property to prospective purchasers or Tenants upon 24 hours' notice or by Agreement with Tenant and the Landlord or the Landlord's Agent, consistent with the governing legislation.
38. No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of the Agreement.
39. The Tenant agrees to observe and be bound by the Constitution and/or Articles of Association of the Service Company or the Rules of the Owners Corporation (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the Owners Corporation Regulations, if not amended, apply to all Owners Corporation.
40. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days' notice of the increase.

Signed by Tenant/s:



25 Harcourt Avenue, St Albans 3021

Date: 20/6/19

ADDITIONAL TERMS

Additional Terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

41. The Tenant agrees to fully and regularly maintain and water the garden area, including the trees and shrubs. The Tenant also agrees to regularly weed all garden beds, water all plants and lawns, mow the lawns and trim the edges and remove all garden rubbish from the property.
42. The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The Tenant also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or land or common property on which it is situated to their original condition forthwith.
43. The Tenant acknowledges that pursuant to The Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the ground that the Tenant intends to regard as rent paid by the Tenant, the Bond or any part of the Bond paid in respect of the Premises. The Tenant acknowledges that failure to abide by this section of The Act may render the tenant liable to a penalty of 20 penalty units.
44. The Landlord must provide smoke detectors to the rented premises in accordance with Building Regulations. The Tenant must not tamper with, cover or remove the battery at any time. If during the term of the tenancy the Tenant becomes aware that the smoke detectors is not, or may not be, in proper working order the Tenant is required to notify the Agent immediately.
45. The Tenant must ensure the safe use of electricity and power boards. The Tenant may use one power board per power unit but shall not plug a power board into another power board.
46. The Tenant acknowledges that the Landlord's insurance policies will not provide cover for the Tenants possessions. The Tenant hereby acknowledges that they have been advised that insurance is available to protect their belongings and to cover damages to the Landlord's property that they may be held liable for.
47. The Tenant is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water system, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Landlord, to relight a pilot where this is the only issue the Tenant will be liable for all costs.
48. The Tenant is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith's charges where keys are mislaid or lost.
49. The Agent does not guarantee that spare keys for the property are available. Misplaced or lost keys may require a locksmith to assist Tenants back into their rental property – this is at the Tenants cost.
50. If the Tenant wishes to vacate the property prior to the expiration of this lease, the tenants agree to the following:-
 - (a) Pay all rent until a suitable replacement tenant commences a tenancy or the expiration of the lease, whichever happens first, and pay all costs as required to maintain lawns, gardens and any other services required to keep the property in accordance with this agreement.
 - (b) Pay advertising costs associated with the re-letting plus GST.
 - (c) Pay letting fees, calculated on a pro rata basis based on the balance of the lease term plus GST.
 - (d) Pay costs relating to database checks on applicants
 - (e) It is further agreed that the Bond will be held by the RTBA until such time as the premises has been re-let and these costs are paid by the tenant, or the tenant agrees to deduct these costs from the Bond.
51. The Tenant understands and accepts that payment for water usage is the Tenant's responsibility in all properties that are separately metered. Furthermore, it is the Tenant's responsibility to arrange meter readings to be taken when they enter into occupation of the premises and again when they vacate the premises. Failure to do so may result in water being charged for dates outside of their tenancy period.
52. The Tenant shall not paint or affix any sign or antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without prior written consent of the Landlord or Agent.
53. The Tenant must ensure that all furniture in the premises (particularly heavyweight items) is securely positioned to safeguard against the risk of injury. The Tenant may submit a written request to the Landlord or Agent for furniture to be affixed to the premises, which the Landlord or Agent must not unreasonably refuse.
54. The Tenant understands and accepts the Agent will conduct routine inspections in accordance with the provisions of The Act. Digital photographs and video of the property may be taken to provide the owner with a visual record of the property as required.

Signed by Tenant/s:

D. Erdor

25 Harcourt Avenue, St Albans 3021

Date: 20/6/19

55. The Tenant acknowledges that the Agent may not accept rental payments in cash via the office without prior approval. Payments can only be made in the manner specified in Item 8 of the Schedule. All rental payments shall be made in full, on time and in advance. Any costs incurred by the Agent to retrieve rental arrears or to process additional part payments shall be met by the Tenant.
56. The Tenant hereby agrees to professionally steam clean all carpets at the rented premises at the termination of their tenancy, and return the premises in a reasonably clean condition in accordance with The Residential Tenancies Act.
57. The Tenant hereby agrees that the interior of the premises is strictly non-smoking. Smoking may be permitted outside, however doors and windows adjoining must be closed to prevent any smoke entering the premises.
58. The Tenant hereby agrees that the Agent/Landlord will provide all Tenant phone and email contact details to maintenance contractors and suppliers throughout the tenancy period, to facilitate access to the property to enable the Landlord to carry out their Duties under the Act.
59. If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of the Agreement.
60. If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement, the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.
61. The Tenant hereby agrees to pay the rent to the vacating date and/or upon delivery of vacant possession. The Tenant agrees that any variation of the vacating date must be applied for in writing and agreed to by the Landlord or the Agent, and if necessary any approved tenant for the rented premises.
62. The Tenant acknowledges that it has received a Condition Report from the Agent prior to its occupation of the premises and it is their responsibility to return a signed copy of the Condition Report to the agent within three (3) business days of the commencement of the lease. Should the Tenant fail to return a signed copy of the Condition Report with additional notations, the office copy will serve as evidence as to the condition of the property at the commencement of the tenancy.
63. The Tenant acknowledges and confirms that where the Agent/Landlord requires written notice, a SMS / text message will not be accepted as written notice for the purpose of this lease.

Signed by Tenant/s:

D. Fodor

Date: 20/6/19

25 Harcourt Avenue, St Albans 3021

Schedule.

- Item 1: Date of Agreement: 20/06/2019
- Item 2: Landlord: Name: Z. Brankovic, B. Lemaic & M. Milut
Address: C/- LEADING REALTY PROPERTY MANAGEMENT PTY LTD- T/A Barry Plant Real Estate
Shop 12A, Watergardens Town Centre, Taylors Lakes VIC 3038
- Item 3: Agent: Registered Business Name: LEADING REALTY PROPERTY MANAGEMENT PTY LTD - T/A Barry Plant Real Estate
Telephone: (03) 9390 8333 Facsimile: (03) 9390 8266
- Item 4: Tenant (1) Name: Drago Fodor Address: 136 Driscolls Road, Kealba VIC 3021
- Item 5: Premises / Property: 25 HARCOURT AVENUE, ST ALBANS 3021
Including all chattels, fixtures and fittings as detailed in condition report.
- Item 6: Rental: \$1300.00 per calendar month
Payable on the 26th of every calendar month in advance
- Item 7: Lease start commencement on: 26/06/2019
- Item 8: Rental Payments to Landlord/Agent at: Direct debit, BPay or barcode for Post office payments
- Item 9: Bond: \$1300.00 paid to Residential Tenancies Bond Authority
- Item 10: Urgent Repairs: Please see attached - 'Urgent and Non-Urgent Repairs Information'

Fixed Term Agreement:

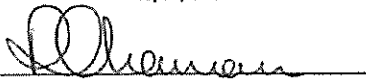
- Item 11: Term: 12 MONTHS
Item 12: Commencement Date: 26/06/2019
Item 13: Termination Date: 25/06/2020

Unless the agreement is terminated in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

Periodic Tenancy:

- Item 14: Commencement Date 26/06/2020

Signed by the Agent on behalf of the landlord




Signed by Drago Fodor:



The Tenant hereby acknowledges having received a copy of the Consumer Affairs Victoria - Renting a Home Guide. Prior to the commencement of the lease agreement - two copies of the Condition Report and a copy of Tenancy Agreement will be provided in accordance with the provisions of the Residential Tenancies Act 1997. These may be given in accordance with our Electronic Communications Policy (attached).

The premises shall be used for residential purposes for (1) Adults and (0) Children only.

Signed by Tenant/s:



25 Harcourt Avenue, St Albans 3021

Date: 20/6/19

URGENT AND NON-URGENT REPAIRS INFORMATION

Urgent Repairs After Hours:

Barry Plant Taylors Lakes telephone number for urgent repairs is: (0450 923 400)
The maximum amount for repairs which the agent can authorise is: \$1,800

Under the Residential Tenancies Act 1997, "urgent repairs" means any work necessary to repair or remedy—

- (a) a burst water service; or
- (b) a blocked or broken lavatory system; or
- (c) a serious roof leak; or
- (d) a gas leak; or
- (e) a dangerous electrical fault; or
- (f) flooding or serious flood damage; or
- (g) serious storm or fire damage; or
- (h) a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering by a landlord in rented premises; or
- (i) a failure or breakdown of the gas, electricity or water supply to rented premises; or
- (j) an appliance, fitting or fixture provided by a landlord, that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted; or
- (k) any fault or damage that makes rented premises, unsafe or insecure; or
- (l) a serious fault in a lift or staircase; or
- (m) any damage of a prescribed class;

Non-Urgent Repairs:

Under the Residential Tenancies Act 1997, a non-urgent repair is any repair that falls outside the definition of an urgent repair.

We require all requests for repairs to be lodged in writing. Maintenance requests can be submitted through the Maintenance Manager app or email rcharman@barryplant.com.au.

Signed by Tenant/s: *D. Ford* Date: 20/6/19
25 Harcourt Avenue, St Albans 3021

Lease Annexure 1.

PROHIBITING SUBLETTING & SHORT TERM ACCOMMODATION AT THE RENTED PREMISES

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Z. Brankovic, B. Lemaic & M. Milut as the Landlord and Drago Fodor as the Tenant/s for the premises situated at 25 Harcourt Avenue, St Albans 3021

The Tenant agrees that this Lease Annexure is a core term of this tenancy agreement and that they are prohibited to lease/rent the whole or any part of the premises for any short stay accommodation purposes.

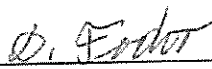
The entire premises has been leased for the exclusive residential possession of the Tenant/s named in Item 4 of the Schedule, and as such, no part of the rented premises may be leased to, or occupied by, any other person/s without the Landlord's written permission

The Landlord and Tenant hereby agree that if the tenant is found to be advertising short term stays for any reward, and this is brought to the tenant's attention by the Landlord or Agent, the Landlord can give a 14-day Notice to Vacate the premises for illegal subletting and apply to the Tribunal for possession of the premises.

It is strictly prohibited to enter into a license agreement with any other party, or allow short or long term guests to reside in the premises, including, but not limited to companies such as, but not limited to, Airbnb, Roomorama and Couchsurfing.

The Tenant/s hereby acknowledge having specifically read and understood this clause and understands that the premises cannot be sublet at any time throughout the tenancy.

Signed by Tenant/s:



Date: 20/6/19

25 Harcourt Avenue, St Albans 3021

Lease Annexure 2.

ELECTRONIC COMMUNICATIONS DELIVERY POLICY – DISCLOSURE AND CONSENT FORM

This policy describes how Barry Plant Taylors Lakes delivers communications to you electronically.

Electronic Transactions Act (Vic) 2000 as Amended & Electronics Transactions Act (Cth) 1999

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that we provide in connection with you and your use of our Real Estate/Property Management services.

Communications include:

- Tenancy agreements and lease renewals;
- Condition reports;
- Rent receipts; (upon request)
- Rent arrears notifications;
- Confirmation of maintenance works;
- All Notices & Notices to Vacate;
- Notices of Entry, confirmation of inspections;
- Copies of Notices and documents
- Any other information that is required to be communicated.

We will provide these communications to you by emailing them to you at the primary email address listed in your tenancy application; as appears below, or any alternate email address that you have provide to our office in writing. SMS notifications may also be sent to you using the mobile phone number listed on your tenancy application.

Updating your contact information

It is your responsibility to keep your primary email address up to date so that Barry Plant can communicate with you electronically. You may choose to provide an alternate email address to our office. You understand and agree that if Barry Plant Taylors Lakes sends you an Electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, Barry Plant <<insert office>> will be deemed to have provided the Communication to you.

How to withdraw your consent

You may withdraw your consent to receive communications electronically by writing to us Barry Plant Taylors Lakes or by contacting us via the "Contact Us" link on our website.

Signed by Drago Fodor:



Email address:

Date: 20/6/19

Lease Annexure 3.

POOL/SPA CARE AND USAGE

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:
Z. Brankovic, B. Lemaic & M. Milut as the Landlord and Drago Fodor as the Tenant/s for the premises situated at 25 Harcourt Avenue, St Albans 3021

1. The Tenant:

- 1.1 Accepts full responsibility for the day to day operation, management, use and care of the pool/spa at the property at the Tenant's own cost, which includes:
 - 1.1.1 Complying with all laws, codes, regulations and safety requirements governing the use, maintenance and operation of the pool/spa.
 - 1.1.2 Keeping the pool/spa and the surrounding area clean and not cause any damage and being responsible for the cost of any chemical products required for the cleaning and maintenance of the pool/spa;
 - 1.1.3 Ensuring that the water levels of the pool/spa are monitored regularly and that the chemical balance of the water is maintained at the required level at all times to prevent damage to the pool/spa filter.
- 1.2 Must immediately notify the Agent and Landlord of any faults, defects or safety concerns which may arise in relation to the operation, management and use of the pool/spa, which includes the pool equipment, gate, locks and fencing barriers surrounding the pool/spa.
- 1.3 Uses the pool/spa at the Tenant's own risk.
- 1.4 Must ensure that any children under the age of 18 years are not permitted into the pool/spa area unless supervised by an adult at all times.
- 1.5 Must not do or cause anything to be done in the pool/spa area which in the reasonable opinion of the Landlord or Agent may cause nuisance, damage, disturbance or danger to the Landlord, or the invitees, occupiers or owners of any other property (including, but not limited to, allowing the gate to remain open, placing objects near the safety barrier that could be used by a child to climb into the swimming pool/spa area and allowing children to be in the swimming pool/spa area without adult supervision).
- 1.6 Must ensure that pool/spa and surrounding area is locked and secured at all times, except when entering or leaving the area.
- 1.7 Releases and indemnifies the Landlord and Agent against all loss, damage, costs and expenses directly or indirectly arising from or as a result of any action, matter or thing taken or done or failed to be taken or done by the Tenant or any of the Tenant's agents, contractors and invitees in connection with this Residential Tenancy Agreement and the management, use and operation of the pool/spa and surrounding area.

Signed by Tenant/s: Dr. Fodor
25 Harcourt Avenue, St Albans 3021

Date: 20/6/19

Lease Annexure 4.

PET CLAUSE

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Z. Brankovic, B. Lemaic & M. Milut as the Landlord and Drago Fodor as the Tenant/s for the premises situated at 25 Harcourt Avenue, St Albans 3021

1. The Landlord hereby consents to the Tenant keeping a PET on the property provided the following conditions are met:

1.1 The tenant hereby agrees to maintain the property in the condition in which it was received at the beginning of the lease as per the original Condition Report.

1.2 The Tenant hereby agrees that should the PET cause any internal or external damage to the property, such as, but not limited to, digging up garden, tearing fly wire door and screens, scratching doors and fences, the tenant will repair all damages at their expense prior to vacating the premises, to the satisfaction of the Landlord or Agent.

1.3 The tenant agrees that any odours, flooring stains, flea infestation etc., caused by the PET are to be treated and removed at the tenant's expense.

1.4 The tenant hereby agrees that under no circumstances, will the PET be allowed to enter the interior of the property.

1.5 The tenant will ensure that the PET will not bark or make noise or behave in a manner affecting the peace and comfort of the neighbouring premises.

2. The Tenant hereby agrees that should any one of these conditions not be complied with, the Landlord or Agent, has the right to serve the necessary notices thereafter, if the Tenant fails to remedy the breach.

3. The Tenant hereby accepts full responsibility for any damage or nuisance caused by the dogs and shall make good any damage caused and shall indemnify the Landlord for any claims or costs arising from keeping the PET on the premises.

25 Harcourt Avenue, St Albans 3021

Lease Annexure 5.

GARDENING CLAUSE

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Z. Brankovic, B. Lemaic & M. Milut as the Landlord and Drago Fodor as the Tenant/s for the premises situated at 25 Harcourt Avenue, St Albans 3021

The garden areas of the rented premises shall be presented in a clean and tidy manner at all times.

The tenant's hereby agree to take full responsibility at their own expense for the maintenance of the lawn and all garden areas including the nature strip.

This Includes:

- Mowing and edging of all lawns
- Weeding of garden beds, sweeping of driveways and paths and removal of fallen leaves.
- Adequate watering of all plants and grass areas

If in the opinion of the Landlord or Agent, the gardens are not maintained to a good standard, the Landlord/Agent may provide fourteen (14) days written notice to the Tenants to rectify the breach.

Failure to rectify the breach may result in the Landlord/Agent engaging a gardener to carry out the necessary garden maintenance and the cost shall be borne by the tenants.

Signed by Tenant/s: Dr. Fodor
25 Harcourt Avenue, St Albans 3021

Date: 20/6/19

Lease Annexure 6.

BALCONY AND DECKING AREA CLAUSE

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Z. Brankovic, B. Lemaic & M. Milut as the Landlord and Drago Fodor as the Tenant/s for the premises situated at 25 Harcourt Avenue, St Albans 3021

The balcony and decking areas forming part of the rented premises shall be preserved in a clean and tidy manner at all times.

If in the opinion of the Landlord or Agent, the balcony / deck is not maintained to a good standard, the Landlord/Agent may provide fourteen (14) days written notice to the Tenants to rectify the breach.

The tenants must immediately notify the Landlord where there is a problem with the deck or balcony including:

- Loose handrails and balustrades that should be solid and fixed;
- Pooling of water on the deck or balcony surface;
- Loose, weak or broken decking boards;
- Movement in the main supporting beams and framework; and
- Any other problem that would reasonably be considered a safety hazard.

The tenants may not throw, place, drop, or allow to fall any article or substance from or out of the rented premises and shall not place any article or substance on any sill, balcony, terrace, or ledge or other similar part of the rented premises.

The tenants may not permit an excess number of people and objects on a deck or balcony, which in the reasonable opinion of the Landlord is likely to exceed the load that the deck or balcony was designed to hold.

Signed by Tenant/s:  Date: 20/6/19
25 Harcourt Avenue, St Albans 3021