

**VENDORS STATEMENT TO THE
PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE
SALE OF LAND ACT 1962**

Vendor: Simons Builders Pty Ltd ACN 006 467 545

Property: 17 Timberland Court, LONGWARRY 3816

)

|

Knox Legal incorporating Lane Amazon
Suite 14, 249 Stud Road Wantirna, 3152
Phone: 9800 4422
Fax: 9801 0599
Ref: JC:JM:5502

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962**

Vendor: Simons Builders Pty Ltd ACN 006 467 545

Property: 17 Timberland Court, LONGWARRY 3816

IMPORTANT NOTICE TO PURCHASERS

The Purchaser acknowledge that this Statement has been prepared in accordance with instructions and information as provided by the Vendor, and that it is in no way a statement of representation by Knox Legal incorporating Lane Amazon as to the above property.

1. Financial matters in respect of the land

Information regarding the amount of rates, taxes, charges or similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

are as follows:

Authority	Amount	Interest
Baw Baw Shire Council		
South East Water (not including usage)		

- a. Their total per annum does not exceed \$3,500.00
- b. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: - Nil

Any amounts (including any proposed Owners Corporation levy) for which the Purchaser may become liable in consequence of the purchase of the Property, are as follows - Nil, other than as disclosed in the attached Owners Corporation Certificate/s, save for the usual adjustment of rates to be made at settlement.

Land Subject to Tax Reform Scheme

The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

2. Insurance details in respect of the land

- (a) if the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits: - Not Applicable.
- (b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence: - Not applicable.

3. Matters relating to land use

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
- i. Description: as set out in attached copies of documents
 - ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: - None to the Vendor's knowledge
- (b) This land is not within a bushfire prone area within the meaning of the regulations made under the **Building Act 1993**.
- (c) There is access to the property by road.
- (d) in the case of land to which a planning scheme applies -
- (i) name of the planning scheme: - Baw Baw Shire Council Planning Scheme
 - (ii) name of the responsible authority: - Baw Baw Shire Council / Department of Infrastructure
 - (iii) zoning of the land: - As attached
 - (iv) name of any planning overlay affecting the land: - As attached

The property may be identified as land subject to uncontrolled overland drainage where Council recommends that no site cuts be carried out on the land unless a minimum floor level of 600mm above the lowest ground level on the land is achieved. The Purchaser/s should satisfy themselves by making the appropriate enquiries of the relevant authorities prior to entering into a contract, as the Vendor/s give no warranties whatsoever in regard to same.

4. Notices made in respect of land

- (a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the vendor might reasonably be expected to have knowledge: Nil
- (b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes: Nil
- (c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***. Are as follows: - Nil

Termites

The property may be in an area prone to termites. The purchaser should make their own enquiries and indemnifies the vendor in this regard.

Warning

The Vendor has no means of knowing of all decisions of public authorities and Government departments affecting the property unless communicated to the Vendor.

5. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence): - as attached

The purchaser acknowledges that:

- 5.1 any failure of any building improvements on the land to comply with any planning, health, environmental, building or other legislation, regulations, by-laws or any planning permit and any encroachment by or on the land does not constitute a defect in the Vendor's title and the purchaser shall not make any objection, requisition or claim any compensation from the Vendor on any such ground; and
- 5.2 the Purchaser accepts the land and improvements on and services on and to the land in their present condition, position and state of repair and subject to all faults and defects both latent and patent.

6. Information relating to any Owners Corporation

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. Growth areas infrastructure contribution

Not applicable

8. Disclosure of non-connected services

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

electricity supply ☐ gas supply ☐ telephone services ☒ water supply ☐ sewerage ☐

The Purchaser is on notice that each Authority may require payment of connection fees prior to supply to this property of the service for which it is responsible. The Vendor accepts no responsibility for any delays or costs which might be experienced by the Purchaser in arranging any such connection with the service authority.

9. Evidence of title

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the ***Transfer of Land Act 1958***, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of—
 - (i) the last conveyance in the chain of title to the land; or
 - (ii) any other document which gives evidence of the vendor's title to the land;

- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) in the case of land that is subject to a subdivision—
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988** –
 - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
 - (iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed -
 - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. Attached Documents

Attached are copies of the following:-

- Register Search Statement & Plan of Subdivision
- Section 173 Agreement AX381210N
- Head Contract of Sale & Section 32 Statement
- Land Property Report
- Planning Certificate
- Roads Property Certificate
- Baw Baw Council Land Information Certificate
- South East Water Information Statement
- Building Permit
- Builders Warranty Insurance
- Plans & Specifications
- Town Planning Permit PLA0027/22
- Extension of Planning Permit
- Endorsed Plans
- Due Diligence Checklist

IMPORTANT NOTE:

Safety of existing swimming pools/spas

If the property should include a swimming pool or spa, all swimming pools and spas are required to comply with the minimum standards of the current Building Regulations. More information may be obtained from your Council.

Swimming Pool or Spa No

~~If "yes" Swimming Pool or Spa Registered Yes No~~


~~Current Certificate of Pool and Spa Carrier Compliance Yes No~~

If the above is applicable it shall become the purchaser's responsibility.

DATE OF THIS STATEMENT

28 03, 2025

Signature/s of the Vendor/s

X 
Simons Builders Pty Ltd

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

DATE OF THIS ACKNOWLEDGEMENT

/ /

Signature/s of the Purchaser/s

Register Search Statement - Volume 12558 Folio 595

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

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

VOLUME 12558 FOLIO 595

Security no : 124122490391Y
Produced 03/03/2025 01:01 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 914156W.
PARENT TITLE Volume 08933 Folio 344
Created by instrument PS914156W 28/06/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LID ENGINEERING PTY LTD of OFFICE 1 LOWER GROUND FLOOR 0 333
BELGRAVE-GEMBROOK ROAD EMERALD VIC 3782
PS914156W 28/06/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV329447S 14/02/2022
CRUCIS PTY LTD

CAVEAT AY388237U 10/09/2024

Caveator
SIMONS BUILDERS PTY LTD ACN: 006467545
Grounds of Claim
PURCHASERS' CONTRACT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
22/08/2024
Estate or Interest
FREEHOLD ESTATE
Prohibition
ABSOLUTELY
Lodged by
KNOX LEGAL INCORPORATING LANE AMAZON
Notices to
JENNY CHOO of SHOP 14 249 STUD ROAD WANTIRNA SOUTH VIC 3152

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

AGREEMENT Section 173 Planning and Environment Act 1987
AX381210N 24/10/2023

DIAGRAM LOCATION

SEE PS914156W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 17 TIMBERLAND COURT LONGWARRY VIC 3816

ADMINISTRATIVE NOTICES

NIL

eCT Control 19087C PETER BRUCE DAVIS
Effective from 28/06/2024

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of
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via LANDATA® System. Delivered at 03/03/2025, for Order Number 87137610. Your reference: JC:CT:5322 SB.**



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 03/03/2025 01:01:47 PM

Status	Registered	Dealing Number	AX381210N
Date and Time Lodged	24/10/2023 12:00:46 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173: 9274586

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

8933/344

Instrument and/or legislation

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

Applicant(s)

Name	BAW BAW SHIRE COUNCIL
Address	
Street Number	1
Street Name	CIVIC
Street Type	PLACE
Locality	WARRAGUL
State	VIC
Postcode	3820

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	BAW BAW SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 OCTOBER 2023

File Notes:

NIL

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

Statement End.



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AX381210N
Number of Pages (excluding this cover sheet)	13
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DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 36 Princes Avenue, Longwarry

Baw Baw Shire Council
and

LID Engineering Pty. Ltd.
ACN 646 801 596

424

Interstate offices
Canberra Sydney



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 23/10/2023

Parties

Name	Baw Baw Shire Council
Address	1 Civic Place, Warragul, Victoria
Short name	Council

Name	LID Engineering Pty. Ltd. ACN 646 801 596
Address	1 Lower Ground Floor 0, 333 Belgrave-Gembrook Road, Emerald, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in conditions 8, 11 and 20 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.



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The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this deed and includes this deed as amended from time to time.

Building Permit means a building permit issued under the *Building Act 1993*.

Community Infrastructure Levy means the Community Infrastructure Levy payable in accordance with the DCPO1.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$336.40 if paid within 12 months from the date that this Agreement commences; or
- (b) \$336.40 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, bawbaw@bawbawshire.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

DCPO1 means the Development Contributions Plan Overlay – Schedule 1 under the Planning Scheme.

Development Permit means planning permit no. PLA0027/22, as amended from time to time, issued on 25 August 2022, authorising the development of the Subject Land in accordance with plans endorsed by Council.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.



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Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

On-site stormwater detention and treatment system means the on-site detention system shown on the approved drainage plans required under the Planning Permit.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. PLA0211/22, as amended from time to time, issued on 22 February 2023, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the Baw Baw Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 36 Princes Avenue, Longwarry being the land referred to in certificate of title volume 8933 folio 344 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and



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- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 enable the Owner to take the benefit of the Planning Permit;
- 3.2 to give effect to the Planning Permit and the Development Permit; and
- 3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

5. Owner's specific obligations

5.1 Compliance with the Development Permit

The Owner covenants and agrees that except with Council's prior written consent, the Owner:

- 5.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 5.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

5.2 Expiry of the Development Permit

The Owner's obligations under clause 5.1 continue to apply:

- 5.2.1 regardless of any right conferred by the Planning Scheme;
- 5.2.2 regardless of any subdivision of the Subject Land; and
- 5.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

5.3 Community Infrastructure Levy

The Owner covenants and agrees that:

- 5.3.1 prior to the issue of a Building Permit for the construction of a dwelling on any Lot, the Owner will pay the applicable Community Infrastructure Levy in accordance with the DCPO1; and
- 5.3.2 a Building Permit must not be issued by a building surveyor in respect of the construction of a dwelling on a Lot unless the building surveyor is satisfied that the



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amount of the Community Infrastructure Levy has been paid to the Responsible Authority in accordance with section 24(5)(a) of the *Building Act 1993*.

5.4 On-site stormwater detention and treatment system

The Owner covenants and agrees that:

5.4.1 the Owner:

- (a) must construct the On-site stormwater detention and treatment system prior to connecting the Subject Land to the Council stormwater system;
- (b) must maintain the On-site stormwater detention and treatment system to the satisfaction of Council;
- (c) must not reduce and must maintain the capacity of the On-site stormwater detention and treatment system; and
- (d) must not modify the On-site stormwater detention and treatment system without Council's prior written approval.

5.5 Inspection and costs of the On-site stormwater detention and treatment system

The Owner covenants and agrees to:

- 5.5.1 allow any duly appointed officer of Council to inspect the On-site stormwater detention and treatment system at a mutually agreed time (**Council inspection**); and
- 5.5.2 pay for all costs associated with the:
 - (a) operation;
 - (b) maintenance; and
 - (c) Council inspection,of the On-site stormwater detention and treatment system.

6. Owner's further obligations

6.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

6.2 Further actions

The Owner:

- 6.2.1 must do all things necessary to give effect to this Agreement;
- 6.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 6.2.3 agrees to do all things necessary to enable Council to do so, including:



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- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

6.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

6.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 6.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 6.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 6.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

6.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 6.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

6.6 Interest for overdue money

- 6.6.1 The Owner must pay to Council interest in accordance with s 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- 6.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

8. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

9. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:



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- 9.1 give effect to this Agreement; and
- 9.2 enter into a deed agreeing to be bound by the terms of this Agreement.

10. General matters

10.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 10.1.1 personally on the other Party;
- 10.1.2 by leaving it at the other Party's Current Address;
- 10.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 10.1.4 by email to the other Party's Current Email.

10.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

10.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

10.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

10.5 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

10.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

10.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.



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10.8 Electronic Execution

- 10.8.1 Each Party consents to the signing of this Agreement by electronic means. The Parties agree to be legally bound by this Agreement signed in this way.
- 10.8.2 Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

11. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.



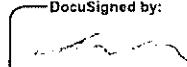
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Signing Page

Signed, sealed and delivered as a deed by the Parties.

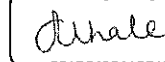
Executed as a deed

SIGNED, SEALED AND DELIVERED by)
and on behalf of **Baw Baw Shire Council** by)
Leanne Hurst, Director Planning and)
Development, pursuant to the Instrument of)
Delegation dated 11 October 2023 in the)
presence of:

DocuSigned by:

88B57175B30C472

Leanne Hurst

DocuSigned by:



Witness Signature

Ashleigh whale

Witness Name

"This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000*."



Maddocks

Executed as a deed by LID Engineering Pty. Ltd.)
ACN 646 801 596 in accordance with s 127(1) and)
s 127(3) of the *Corporations Act 2001*:

DocuSigned by:

Matthew David Fox

.....DD3C452208F9410.....

Signature of Sole Director and Sole Company Secretary

Matthew David Fox

.....
Print full name

'This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000*'

DocuSign Envelope ID: 08D3863E-728A-4151-89DF-3B87F88D79A5



Maddocks

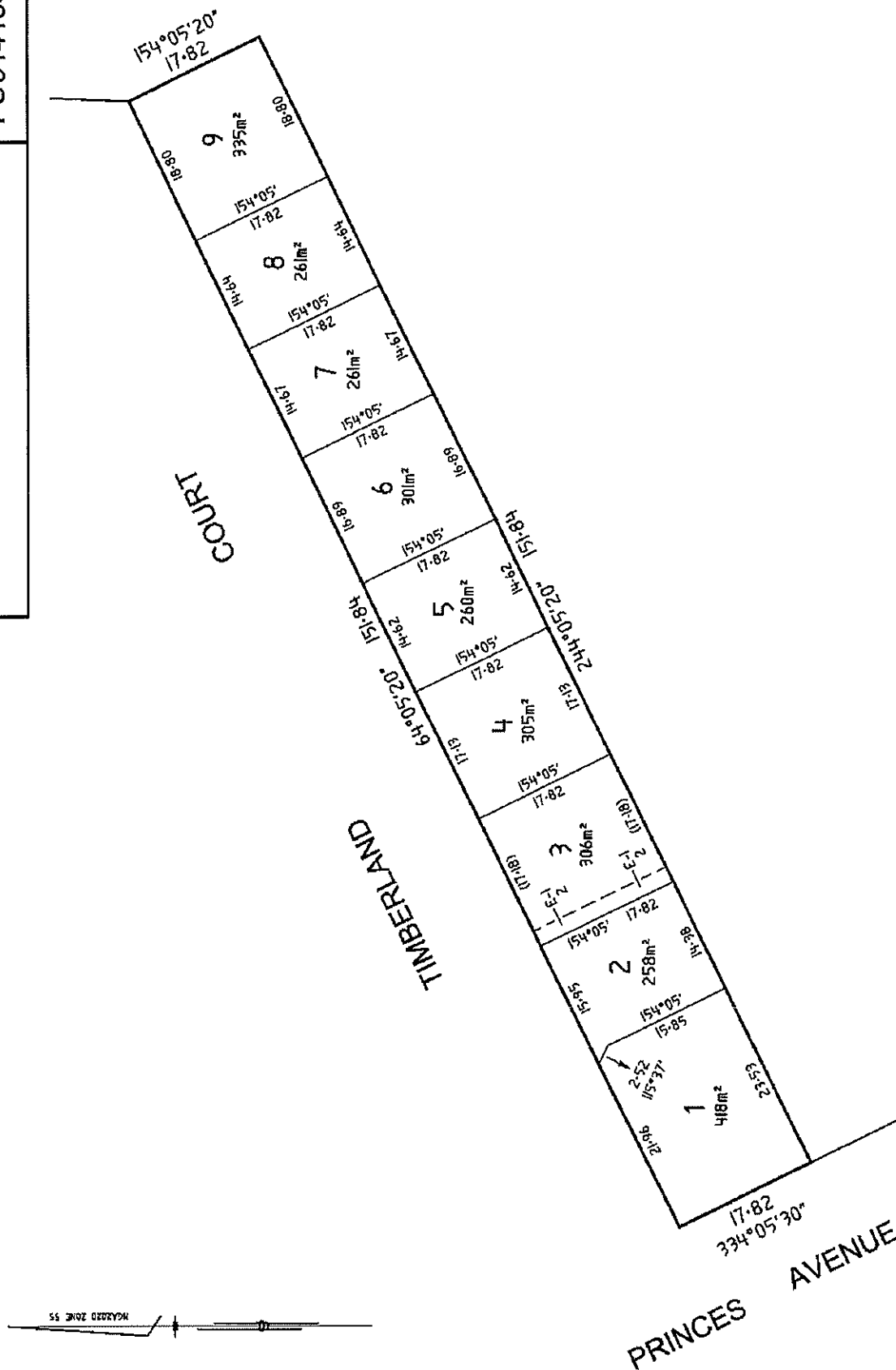
Mortgagee's Consent

Crucis Pty Ltd as Mortgagee under instrument of mortgage no. AV329447S consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

PLAN OF SUBDIVISION		LV USE ONLY EDITION 1	PLAN NUMBER PS914156W	
<p style="text-align: center;">LOCATION OF LAND</p> <p>Parish: DROUIN WEST</p> <p>Township: LONGWARRY</p> <p>Section: 7</p> <p>Crown Allotment: 8 (PART)</p> <p>Crown Portion:</p> <p>Title Reference: VOL 8933 FOL 344</p> <p>Last Plan Reference: LOT 1 ON LP 82701</p> <p>Postal Address: 36 PRINCES AVENUE, (at time of subdivision) LONGWARRY 3816</p> <p>MGA2020 Co-ordinates: E 392 040 Zone: 55 (of approx. centre of land in plan) N 5 781 605</p>		<p>Council Name: Baw Baw Shire Council</p> <p>Council Reference Number: PSB0062/22 Planning Permit Reference: PLA0211/22 SPEAR Reference Number: S200163C</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</p> <p>Digitally signed by: Marni Rottaveel for Baw Baw Shire Council on 30/10/2023</p> <p>Statement of Compliance issued: 13/06/2024</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance</p>		
VESTING OF ROADS AND / OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL / BODY / PERSON			
NIL	NIL			
NOTATIONS				
<p>Depth Limitation: 15.24 METRES BELOW THE SURFACE</p> <p>Staging: This is not a staged subdivision. Planning Permit No. PLA0211/22</p> <p>Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) 59, 198, 353 In proclaimed Survey Area No. -</p>				
EASEMENT INFORMATION				
<p>LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</p>				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	SEWERAGE	2	THIS PLAN	SOUTH EAST WATER CORPORATION
<p>Nilsson, Noel & Holmes (Surveyors) Pty. Ltd. A.C.N. 067 949 515 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Email: mol@nnhsurveyors.net.au</p>		<p>Ref. 21-1146 Dwg No. 21-1146S 16/10/2023</p> <p>Digitally signed by: Grant Thomas Napper, Licensed Surveyor. Surveyor's Plan Version (6), 16/10/2023. SPEAR Ref: S200163C</p>		<p>ORIGINAL SHEET SIZE: A3</p> <p>Sheet 1 of 2 sheets</p> <p>PLAN REGISTERED TIME 3:50 PM DATE: 28/06/2024</p> <p style="text-align: right;">L. Chau Assistant Registrar of Titles</p>

PLAN OF SUBDIVISION



LENGTHS ARE IN METRES

SCALE
1:500

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners
88A Codrington Street, Cranbourne 3977

Phone (03) 5996 4133 Email: mo@onhsurveyors.net.au

Ref: 21-1146 Dwg No. 21-1146S 16/10/2023

Digitally signed by: Grant Thomas Napper, Licensed
Surveyor,
Surveyor's Plan Version (6),
1610/2023, SPEAR Ref: S200163C

ORIGINAL SHEET SIZE- A3	SHEET 2
----------------------------	---------

Digitally signed by:
Baw Baw Shire Council,
30/10/2023,
SPEAR Ref: S200163C



Contract of Sale of Land

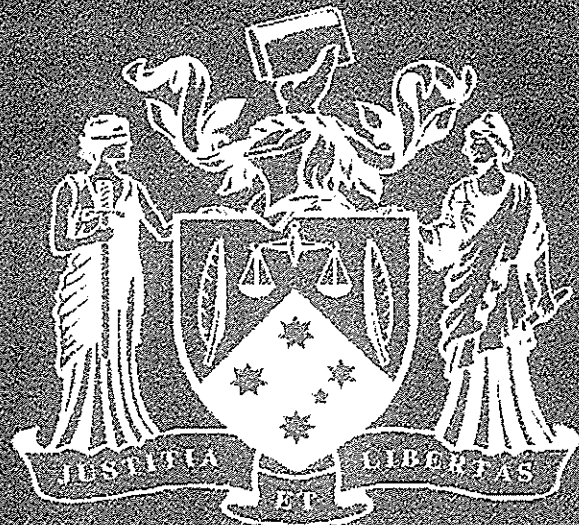
Purchaser's works

Property: 17 Timberland Court, Longwarry VIC 3816

Falcone & Adams – Emerald



Endorsed by the Australian Institute
of Conveyancers (Victorian Division)



Contract of sale of land

© Copyright January 2024

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*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

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.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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

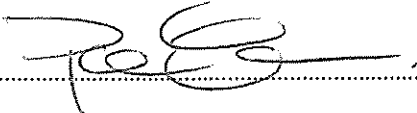
WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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.

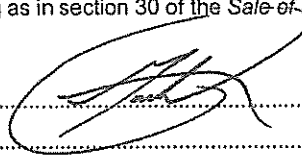
Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:  on 22, 08 /20 24

Print name(s) of person(s) signing: Peter Charles Evans.....

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

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 22, 08 /20 24

Print name(s) of person(s) signing: Matthew David Fox.....

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

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

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General conditions

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15. DEPOSIT BOND
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23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

N/A

Vendor

Name: LID Engineering Pty Ltd (ACN 646 801 596) as trustee for the LID Engineering Trust

Address: Lower Ground Floor, Office 1, 333 Belgrave-Gembrook Road, Emerald VIC 3782

Vendor's legal practitioner or conveyancer

Name: Falcone & Adams Lawyers

Address: Level 1, 329-331 Belgrave Gembrook Road, Emerald VIC 3782

Email: lgraystone@falconeadams.com.au

Tel: (03) 5968 3666 Ref: JSF:LG:131021E

Purchaser

Name: Simons Builders Pty Ltd (ACN 006 467 545).....

Address: 61-63 Victoria Street, Warragul, VIC 3820.....

Purchaser's legal practitioner or conveyancer

Name: Knox Legal incorporating Lane Amazon.....

Address: 14/249 Stud Road, Wantirna, VIC 3152.....

Email: admin@knoxlegal.com.au

Tel: 9800 4422..... Fax: 9801 0599..... Ref:.....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on Plan of Subdivision
Volume 12558 Folio 595	5	PS914156W

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 17 Timberland Court, Longwarry VIC 3816

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

Nil – vacant land

Payment

Price \$ 229,000.00

Deposit \$ 1,000.00..... on the Day of Sale

Balance \$ 228,000.00..... 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 13 August 2025

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

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

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

- ☐ a residential tenancy for a fixed term ending on / /20.....

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: / /20.....

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.*

Special Condition 1 - Definitions

In these Special Conditions except where inconsistent with the context or subject matter:

Authority means any government or any public, statutory, governmental, semi-governmental or judicial body, entity or authority and includes a Minister of the Crown, any utility service provider, the Insurance Council of Australia and any person, body, entity or authority exercising a power under Law.

Contract means this contract of sale and includes the particulars of sale, the special conditions, and the general conditions.

Day of Sale means the day by which both parties have signed this Contract.

Deposit means the deposit that is specified in the Particulars of Sale.

FIRB means the Foreign Investment Review Board.

FIRB Approval means:

- (a) a statement that there are no objections; or
- (b) any consent or approval by FIRB under the Foreign Acquisitions and Takeovers Act to the purchase of the Land by the Purchaser or a nominee of the Purchaser on the terms of this Contract.

Foreign Acquisitions and Takeovers Act means the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

Foreign Person has the meaning given to that term in section 5 of the Foreign Acquisitions and Takeovers Act.

Guarantee means the form of guarantee and indemnity attached to this Contract.

Land means the land as described in the particulars of sale.

Law includes any law, act, statute, ordinance, rule, regulation, proclamation, by-law or other form of secondary or delegated legislation and any notice, order, standard, direction or requirement of an Authority.

Nominee means a substitute or additional person to take transfer of land referred to in General Condition 4.

Outgoings means all apportionable rates, taxes (excluding land tax), assessments, levies and charges and like outgoings in respect of the Property.

Purchaser means the purchaser specified in the particulars of sale.

Settlement Date means the settlement date specified in the particulars of sale and being the day upon which the balance of all moneys are payable by the Purchaser to the Vendor under this Contract.

Vendor means the vendor as described in the particulars of sale.

Vendor's Estate Agent means the Vendor's estate agent specified in the particulars of sale.

Vendor's Legal Practitioner means the Vendor's legal practitioner specified in the particulars of sale.

Vendor's Property means Lots 1 to 9 (both inclusive) on Plan of Subdivision 914156W.

Vendor Statement means a statement by the Vendor under Division 2 of Part II of the *Sale of Land Act 1962 (Vic)*.

Special Condition 2 – Interpretation

In interpreting these Special Conditions:

- (a) the singular includes the plural and vice versa and a reference to any gender includes a reference to all other genders;
- (b) the grammatical derivatives of a defined word or phrase will have a corresponding meaning;
- (c) a reference to a person includes a firm, unincorporated association, corporation and a government or statutory body or Authority;
- (d) a reference to a statute, statutory provision or other Law in this Contract is a reference to it as amended, extended,

- replaced or consolidated from time to time and includes any subordinate legislation made under that statute or provision;
- (e) a reference to a party is a reference to a party to this Contract and includes that party's legal personal representatives, substitutes, successors and permitted assigns;
 - (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
 - (g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
 - (h) all sums of money are in Australian currency;
 - (i) where the expression "including" or "includes" is used it means "including but not limited to" or "including without limitation"; and
 - (j) unless defined in these Special Conditions or otherwise expressly stated, words and phrases used in these Special Conditions have the same meaning as in the General Conditions and the particulars of sale.

Special Condition 3 – Restrictions

The Purchaser buys the Land subject to any restrictions or conditions imposed by and to the provisions of any planning scheme, planning or building control, or any planning permit, and any other restrictions or conditions imposed by Law or by any Authority empowered by legislation to control the use or development of the Land. Any such restriction or condition shall not constitute a defect in the Vendor's Title or affect the validity of this Contract and the Purchaser shall not make any requisition or claim or be entitled to any compensation or damages in relation thereto.

Special Condition 4 – Purchaser's Acknowledgements

The Purchaser acknowledges and agrees that:

- 4.1 It received a copy of this Contract including the Vendor Statement signed on behalf of the Vendor (a copy of which is attached to and forms part of this Contract) before signing this Contract.
- 4.2 No promise was made to the Purchaser by or on behalf of the Vendor or the Vendor's Estate Agent with respect to the obtaining of a loan of money to purchase the Land.
- 4.3 It purchases the Land solely as a result of its own searches, inspections, enquiries, investigations, independent advice and due diligence and accepts that the Land is identical with the Land described in the particulars of sale.
- 3.4 No information, documentation, representation or warranty (including any matter or thing contained in any information, memorandum, brochure or advertisement prepared or used by or on behalf of the Vendor for the marketing and sale of the Land) was supplied, made or given with the intention that it would be relied upon by the Purchaser and the Purchaser further acknowledges that no such information, documentation, representation or warranty has been relied upon.
- 4.5 The Purchaser agrees that no representations, promises, conditions, warranties or other items affecting the sale other than those expressly set out in this Contract relating to the Land have been made by or on behalf of the Vendor.
- 4.6 There are no encroachments into or from the Land.
- 4.7 It purchases the Land having inspected the Land and accepts it in its present condition and state of repair with any faults and defects, both latent and patent, and the Vendor is not required to make any alteration to, or repair or improve the Land.
- 4.8 This Contract is the sole and complete repository of the agreement between the Vendor and the Purchaser and contains all the terms and conditions of the sale and purchase and supersedes and discharges any previous negotiations and agreements between the parties.

Special Condition 5 – Foreign Acquisition

- 5.1 The Purchaser warrants that one of the following applies:
 - (a) the Purchaser:
 - (i) is not required to provide notice of the entering into of this Contract or the purchase of the Land to

- FIRB or any other relevant Authority; and
 - (ii) does not require any FIRB Approval under the Foreign Acquisitions and Takeovers Act or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
 - (b) the Purchaser has obtained any necessary FIRB Approval from FIRB and any other relevant Authority to the purchase of the Land by the Purchaser on the terms and conditions set out in this Contract.
- 5.2 If the Purchaser seeks to nominate a Foreign Person as a substitute or additional purchaser or transferee, the Purchaser must procure a written warranty from the Foreign Person nominee in favour of the Vendor in the form of the warranty referred to in Special Condition 5.1(a) or 5.1(b).
- 5.3 The Purchaser acknowledges that the Vendor relies on the warranty given in Special Condition 5.1 and, if the Purchaser nominates a Foreign Person, that the Vendor relies on the warranty required to be given in Special Condition 5.2.
- 5.4 If the warranty in Special Condition 5.1 or Special Condition 5.2 is untrue in any respect, the Purchaser is liable for and indemnifies the Vendor and keeps the Vendor indemnified against any Claim arising (directly or indirectly) from or incurred by the Vendor in having relied on that warranty.

Special Condition 6 - Corporate Purchaser

6.1 Corporate Purchaser

- (a) If the Purchaser is or includes a corporation that is not listed on the Australian Stock Exchange the Purchaser must:
 - (i) procure any person who signs this Contract on behalf of the Purchaser to sign the Guarantee;
 - (ii) procure all its Directors to sign the Guarantee; and
 - (iii) deliver the duly completed and signed Guarantee to the Vendor's Legal Practitioner within three (3) Business Days from the Day of Sale.
- (b) The Purchaser agrees that time is of the essence in relation its obligations under this Special Condition 6.

6.2 Trustee Purchaser

- (a) If the Purchaser is a trustee (**Trustee Purchaser**), the Trustee Purchaser enters into this Contract both in a personal capacity and as trustee of the relevant trust or trusts (**Trust**), and all agreements, warranties and obligations of the Trustee Purchaser in this Contract bind the Trustee Purchaser in both of those capacities.
- (b) The Trustee Purchaser warrants that the Trustee Purchaser has a right of indemnity under the Trust (**Right of Indemnity**).
- (c) The Trustee Purchaser:
 - (i) must not do anything to prejudice the Right of Indemnity; and
 - (ii) must not allow any variation to the terms of the Trust; and
 - (iii) must not make an advance or distribution of capital of the Trust at any time before the Settlement Date; and
 - (iv) must not resetttle any property belonging to the Trust at any time before the Settlement Date.
- (d) If the Trustee Purchaser is or includes a corporation, the Trustee Purchaser must procure the Guarantee of all its directors as required under Special Condition 21.

6.3 Warranty of authority

If this Contract is signed for or on behalf of the Purchaser by a person who holds himself out as the authorised agent of the Vendor (Agent), the Agent acknowledges and agrees that by signing this Contract:

- (a) the Agent has asserted their authority to sign for or on behalf of the Vendor as the Vendor's agent (Assertion);
- (b) the Vendor has been induced by Assertion; and
- (c) but for the Assertion, the Vendor would not have entered into this Contract.

Special Condition 7 – Nomination

- 7.1 The Purchaser's common law right to nominate is excluded.
- 7.2 The Purchaser may only exercise the Purchaser's rights under General Condition 4 if the Purchaser delivers to the Vendor not less than fourteen (14) days prior to the Settlement Date:
- (a) a nomination form:
 - (i) complying with all Law and in a form reasonably required by the Vendor;
 - (ii) pursuant to which the Purchaser agrees to indemnify and keep indemnified the Vendor against all cost, loss, liability or expense suffered or incurred as a direct or indirect result of the nomination, whether or not the Vendor has incurred any such cost, loss, liability or expense or has made a payment;
 - (iii) properly completed with all of the relevant details;
 - (iv) duly executed by the Purchaser and the nominated purchaser;
 - (b) if the Nominee is or includes a corporation the Guarantee of all its directors as required under Special Condition 8, as if the Nominee was the Purchaser; and
 - (c) the warranty referred to in Special Condition 5.2, if Special Condition 5.2 applies.
- 7.3 If the Purchaser is not a Foreign Person and seeks to nominate a Foreign Person as a substitute or additional transferee it may only do so if:
- (a) the Vendor consents to the nomination (which consent the Vendor may give or refuse in its absolute discretion without being required to give any reasons and without any liability to the Purchaser); and
 - (b) the nomination includes a copy of any required FIRB Approval.

Special Condition 8 - Default

- 8.1 The Purchaser agrees that each of the following expenses and losses are deemed to be a reasonably foreseeable loss for the purposes of General Condition 35:
- (a) legal costs and disbursements incurred by the Vendor on a solicitor/own client basis including legal costs of \$220.00 for each rescheduling of settlement;
 - (b) interest, discount on bills and borrowing expenses incurred or payable by the Vendor;
 - (c) penalties and any other expenses incurred or payable by the Vendor as a consequence of any delay in completion of the Vendor's purchase of another property.
 - (d) other expenses claimed by the Vendor's estate agent or other representative(s) relating to the sale of the Land;
 - (e) land tax charged to the vendor in respect of the Land, on a proportional basis and not on a single holding basis, for the entire year (following the year during which settlement of this contract is due to be effected) for which he is charged in the event that settlement is not effected by the purchaser prior to 31 December of the year in which settlement is due to be effected pursuant to this contract or in the event that this contract is terminated by the vendor as a consequence of default on the part of the purchaser, and no adjustment shall be made thereof between the parties;
 - (f) any consequential loss suffered by the Vendor;
- 8.2 For the purposes of General Condition 33, the interest to be paid under General Condition 33 must be paid on the Settlement Date.
- 8.3 Nothing in this Special Condition limits the rights of the Vendor if the Purchaser defaults under this Contract.

Special Condition 9 – Payment of Deposit

The Purchaser agrees and acknowledges that:

- (a) time is of the essence in relation to its obligations under General Condition 14.1 and the date for payment of the

Deposit specified in the Particulars of Sale; and

- (b) General Condition 34 does not apply in relation to a default by the Purchaser of payment of the Deposit, whereupon the Vendor is entitled to terminate the Contract without first giving a default notice.

Special Condition 10 – Amendment to General Conditions

- 10.1 For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- 10.2 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Special Condition 11 – Adjustment of Outgoings

- 11.1 The Outgoings are the liability of the Vendor up to the Day of Sale and thereafter the Purchaser's liability and will if considered necessary by the Vendor be apportioned between the Vendor and Purchaser;
- 11.2 If there is no separate assessment issued for the Outgoings (or any part of the Outgoings) for the Land at the Settlement Date, the Outgoings (or such part thereof as is not separately assessed) attributable to the Land for apportionment purposes will be ten percent (10%) of the total assessment for all the Vendor's Property or if an assessment issued for the Outgoings is only for part of the Vendor's Property then the Outgoings attributed to the Land for apportionment purposes will be on an area basis;
- 11.3 The Purchaser will be liable for all Outgoings for apportionment purposes as from the Day of Sale;
- 11.4 The Vendor will pay the Outgoings when they are due to be paid and the Purchaser will not require them to be paid at or before the Settlement Date; and
- 11.5 Despite Special Condition 11.4 the Outgoings must be apportioned as if they had been paid by the Vendor.

Special Condition 12 - Fencing

- 12.1 The Purchaser agrees with the Vendor that so long as the Vendor shall be registered or entitled to be registered as the proprietor of any land adjoining the boundaries of the property:
- (a) the Purchaser shall not make any claim for compensation against the Vendor for any contribution to the cost of erecting any dividing fences; and
- (b) if the Purchaser enters into any Contract to sell the land, the Purchaser must include in the Contract a special condition as follows:

"Whilst the Vendor owns any land adjoining the property hereby sold, the Purchaser agrees that the original Vendor shall not be required to contribute towards the cost of constructing any dividing fence and the Purchaser must insert a special condition to like effect in any Contract for the sale of the property hereby sold to another party."

and the Purchaser indemnifies and agrees to keep indemnified the Vendor from and against all losses, costs, charges and expenses incurred by the Vendor as a result of any claim for fencing contribution brought against the Vendor by a person who buys the land from the Purchaser or from any subsequent purchaser of the land.

Special Condition 13 - Purchaser's Works

- 13.1 Access for Purchaser's Works
- (a) The parties agree that the Purchaser is granted a non-exclusive licence to access the Land from the Day of Sale for the sole purpose of carrying out the Purchaser's Works on the terms of this Special Condition 13.
- (b) The Purchaser's access under this Special Condition 13 is at the risk in all things of the Purchaser.
- 13.2 Purchaser's Approvals
- (a) Prior to commencing the Purchaser's Works, the Purchaser must obtain the Purchaser's Approvals.

- (b) The Vendor will do anything reasonably requested by the Purchaser to assist the Purchaser to obtain the Purchaser's Approvals (at the Purchaser's cost in all things).

13.3 Conditions for Use and Access of Property

Before the Purchaser commences the Purchaser's Works it must provide the Vendor with a copy of the necessary permits and approvals granted by relevant authorities authorizing the Purchaser to undertake the Purchaser's Works together with a certificate of currency of insurance for the insurances required to be effected by the Purchaser under Special Condition 13.4(d).

13.4 Purchaser's Obligations in connection with the Purchaser's Works

In carrying out the Purchaser's Works, the Purchaser must:

- (a) comply with and ensure that the Purchaser's Employees and Agents comply with all requirements and orders of relevant authorities and all laws (including by obtaining the Purchaser's Approvals);
- (b) ensure that the Purchaser's Works are completed in accordance with all Laws and the Purchaser's Approvals;
- (c) immediately repair and make good any damage which may be caused to any part of the Vendor's Property either directly or indirectly as a result of the Purchaser's Works. The Purchaser indemnifies the Vendor in respect of any Claim arising out of or in connection with any such damage;
- (d) maintain and ensure that its contractors maintain:
 - (i) the insurance required by law (including insurance under relevant workers' compensation laws for an employer's full liability under those laws) in respect of all persons employed in connection with the Purchaser's Works; and
 - (ii) public risk insurance for a sum insured of at least \$20,000,000.00 for any one occurrence, which insurance must note the interests of the Vendor and the Vendor's mortgagee.
- (e) The Purchaser indemnifies the Vendor against any Claim against the Vendor brought by any person relating to or arising from the rights granted to the Purchaser under this special condition 13.4

13.5 Right and title to Purchaser's Works

The Vendor agrees that the Purchaser's Works are and remain the property of the Purchaser unless this Contract is terminated by the Vendor as a result of a default by the Purchaser, in which case the right, title and interest to the Purchaser's Works will pass to the Vendor upon termination and the Purchaser will not be entitled to any compensation or reimbursement for the costs it has incurred in connection with the Purchaser's Works or for the value of the Purchaser's Works.

13.6 Transfer of Intellectual Property rights upon default

If this Contract is terminated by the Vendor as a result of a default by the Purchaser:

- (a) the Purchaser must immediately (time being of the essence) provide to the Vendor a copy of Building Plans in both PDF document format and electronically accessible format (CAD format or similar); and
- (b) all intellectual property rights in the Building Plans immediately transfer to the Vendor, enabling the Building Plans to be lawfully used by the Vendor after such default.

13.7 Connection of Services

The Purchaser may at its own cost, connect Services to the Land at any time prior to the Settlement Date upon giving the Vendor (5) business day's notice in writing of its desire to do so. In this Special Condition 'Services' includes water, gas, electricity, telephone and any other services the Vendor or the Purchaser is respectively required to make available to the Land in accordance with the Purchaser's Approvals.

13.8 Definitions:

For the purpose of this special condition 13:

Building Plans means all design, town planning, and construction drawings issued in relation to the Purchaser's Works.

Claim includes all sums of money, actions, suits, causes of action, proceedings, accounts, liability, losses, assessments, demands, costs, expenses, notices, demands for works or any other type of claim however arising.

Purchaser's Works means all works in connection with the construction of a residential dwelling on the Land, including without limit the preparation of all plans and specifications for such construction, whether carried out or prepared by the Purchaser or by the Purchaser's Employees and Agents.

Purchaser's Approvals means all necessary permits and approvals from the relevant authorities required by the Purchaser to carry out the Purchaser's Works.

Purchaser's Employees and Agents means the Purchaser's employees, contractors, agents, consultants and invitees who may be on or within the vicinity of the Land.

Special Condition 14 - Early Settlement

Notwithstanding any other provision in this Contract, the Purchaser has the right to settle this Contract at any time after the Day of Sale by giving the Vendor ten (10) business day's notice in writing to do so.

Special Condition 15 - Vendor's Right to Mortgage and Assign Contract

- 15.1 The Vendor reserves the right to mortgage the Land and also the right to assign, transfer and charge its right title and interest in this Contract to a third party for any reason whatsoever prior to the Settlement Date. The Purchaser agrees and consents to execute any documents as may be reasonably required by the Vendor to effect such mortgage, assignment, transfer or charge over the Land.
- 15.2 The Purchaser irrevocably appoints the Vendor as its attorney for the purpose of executing any document reasonably required by the Vendor to effect any mortgage, assignment, transfer or charge over the Land.
- 15.3 This special condition is an essential term of the Contract and the rights conferred hereby are in addition to any common law rights or other rights of the Vendor.

Special Condition 16 – Miscellaneous

- 16.1 If any Special Condition (or part of it) is found to be void, illegal, invalid or unenforceable, then:
 - (a) it must be read down to the extent possible to ensure its legality, validity and enforceability; and
 - (b) if that is not possible, it must be severed from this Contract, and that reading down or severance will not affect the continued operation of the remaining aspects of this Contract.
- 16.2 Special Condition 16.1 prevails over all other provisions of this Contract, to the extent of any inconsistency.
- 16.3 To the extent permitted by Law, this Contract constitutes the entire agreement between the parties in relation to the subject matter of this Contract and supersedes all previous negotiations and agreements in relation to the transaction.
- 16.4 Unless otherwise expressly provided, no provision of this Contract, including any indemnity, merges on or by virtue of settlement, and will survive termination, settlement or expiration of this Contract.
- 16.5 A right under this Contract may only be waived in writing, signed by the party giving the waiver. Furthermore:
 - (a) No other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right; and
 - (b) A waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again.
- 16.6 This Contract may only be varied in writing, signed by the parties.
- 16.7 This Contract may be executed in any number of counterparts and all counterparts taken together will constitute one document.
- 16.8 The parties acknowledge and agree that this Contract can be executed by electronic signature (including but not limited to via DocuSign or other similar software) and in any number of counterparts, which together will constitute the one document.
- 16.9 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or any part of it.

16.10 Each party to this Contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all such acts and things reasonably required to give effect to this Contract.

GUARANTEE AND INDEMNITY

Guarantor's name: Peter Charles Evans

Guarantor's address: 61-63 Victoria Street, Warragul VIC 3820

(hereinafter called "the Guarantor") IN CONSIDERATION of the within named Vendor selling to the within named Purchaser at my request the land described in the within Contract for the price and upon the terms and conditions therein set forth DO HEREBY for myself my executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of the purchase money or interest or other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser I will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit and residue of purchase money interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest and other moneys payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me, my executors or administrators. In this Guarantee and Indemnity, if there is more than one Guarantor then -

- (a) this Guarantee and Indemnity binds each Guarantor jointly and severally and each of the Guarantors' executors and administrators; and
- (b) words importing the singular number only shall include the plural number.

EXECUTED as a Deed this 22nd day of AUGUST 2024

SIGNED SEALED AND DELIVERED by

the said Peter Charles Evans in the presence of :

.....

Witness signature

Michael Archie

Witness name

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*.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].
- 17. SETTLEMENT**
- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 18. ELECTRONIC SETTLEMENT**
- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.
19. **GST**
- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, 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.

**LID ENGINEERING PTY LTD (ACN 646 801 596) as trustee for
LID Engineering Trust
("VENDOR")**

VENDOR STATEMENT

17 Timberland Court, Longwarry VIC 3816

**FALCONE & ADAMS
Lawyers
Level 1 / 329-331 Belgrave-Gembrook Road,
Emerald VIC 3782
Tel: 5968 3666
Email: office@falconeadams.com.au
JSF:JH:131021E**

Vendor Statement

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

Vendor's signature Date 21/08/2024
Signed by Joseph Stephen Falcone on behalf of
the Vendor

Purchaser's signature.....  Date 22/06/2024
Peter Charles Evans, director

1. FINANCIAL MATTERS

1.1 Outgoings

Particulars of any rates, taxes, charges or other similar outgoings including any owners corporation charges or levies (and any interest on them) are as follows:

- (a) The land is not yet separately rated. However, their total is estimated to not exceed \$3,500.00. Supplementary assessments will be issued by the relevant authorities following settlement.

There are no amounts for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge which are not included in Item 1.1(a) above, other than any an amount of:

- (b) that proportion of the rates, taxes, charges or other similar outgoings including any owners corporation charges or levies that relates to the Purchaser's ownership and/or occupation of the Land;
- (c) any goods and services tax (if applicable);
- (d) any costs, charges or expenses whatsoever incurred by the Vendor arising directly or indirectly out of failure by the Purchaser to settle on the due date including, without limitation, additional interest under any mortgage affecting the Land.

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:

- (a) Are contained and described in the documents and certificates attached to this Vendor Statement (if any).
- (b) The Vendor discloses to the Purchaser that under Section 96 of the *Land Act 2005* (Vic), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the Land to which it relates.

1.3 Terms Contract

Not applicable.

1.4 Sale Subject to Mortgage

Not applicable.

1.5 Goods and Services Tax

The sale price in any contract for the Land is exclusive of any Goods and Services Tax ("GST") unless the contract provides otherwise. Should GST be or become payable on the sale of the Land the price will be increased by the amount of GST so payable.

1.6 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

Not applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if the 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 of 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):
- As set out in the attached copies of title documents;
 - Easements that are implied under section 12 (2) of the Subdivision Act 1988 (Vic);
 - Restrictions imposed by the Owners Corporation Act 2006 (Vic) and the Owners Corporations Regulations 2007 (Vic) – not applicable;
 - Any public rights of way and any private easement arising by use of the Land other than the Vendor. These may be evident from an inspection of or observation from the Land; and
 - Any conditions, restrictions or encumbrances set out in the attached certificates.
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or other restriction except as may be apparent from an inspection of the land.

Note: Drains, sewers, water pipes, gas pipes, electricity and telephone cables (whether underground and/or overhead) may be laid outside registered easements and/or under buildings and/or building lines.

3.2 Road Access

There is access to the Land by road.

3.3 Designated Bushfire Prone Area

The land is NOT in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

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 of which the Vendor might reasonably be expected to have knowledge are as follows:

None to the Vendor's knowledge.

However, the Vendor has no means of knowing all decisions of public authorities and government departments affecting the Land unless these have been communicated to the Vendor.

4.2 Agricultural Chemicals

Particulars of any notices, property management plans, reports or orders in respect of the Land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the Land for agricultural purposes of which the Vendor might reasonably be expected to have knowledge are as follows:

None to the Vendor's knowledge.

However, the Vendor has no means of knowing all decisions of public authorities and government departments affecting the Land unless these have been communicated to the Vendor.

4.3 Compulsory Acquisition

Particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* of which the Vendor might reasonably be expected to have knowledge are as follows:

None to the Vendor's knowledge.

However, the Vendor has no means of knowing all decisions of public authorities and government departments affecting the Land unless these have been communicated to the Vendor.

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 as follows:

None to the Vendor's knowledge.

6. OWNERS CORPORATION

The Land is not affected by an owners corporation within the meaning of the Owners Corporations Act 2006.

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 ☒ Gas ☒ Water ☒ Sewerage ☒ Telephone ☒

Where any of the above services are disclosed as not being connected the Purchaser should make his own enquiry of the appropriate Authorities as to their availability and cost of connection to the Land. The Purchaser is responsible for the transfer of any services connected to the Land into the Purchaser's name.

9. TITLE

Attached are copies of the following documents:

- Register Search Statement for Certificate of Title Volume 12558 Folio 595
- Plan of Subdivision 914156W
- Section 173 Agreement AX381210N

10. SUBDIVISION

Not applicable.

11. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 (Vic) 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 and is attached as a matter of convenience.

12. ATTACHMENTS

Refer to the attached certificates, documents and other attachments annexed to this statement which include, but are not limited to, the following:

- Baw Baw Shire Council Land Information Certificate (for parent property)
- South East Water Information Statement (for parent property)
- State Revenue Office Property Clearance Certificate



Imaged Document Cover Sheet

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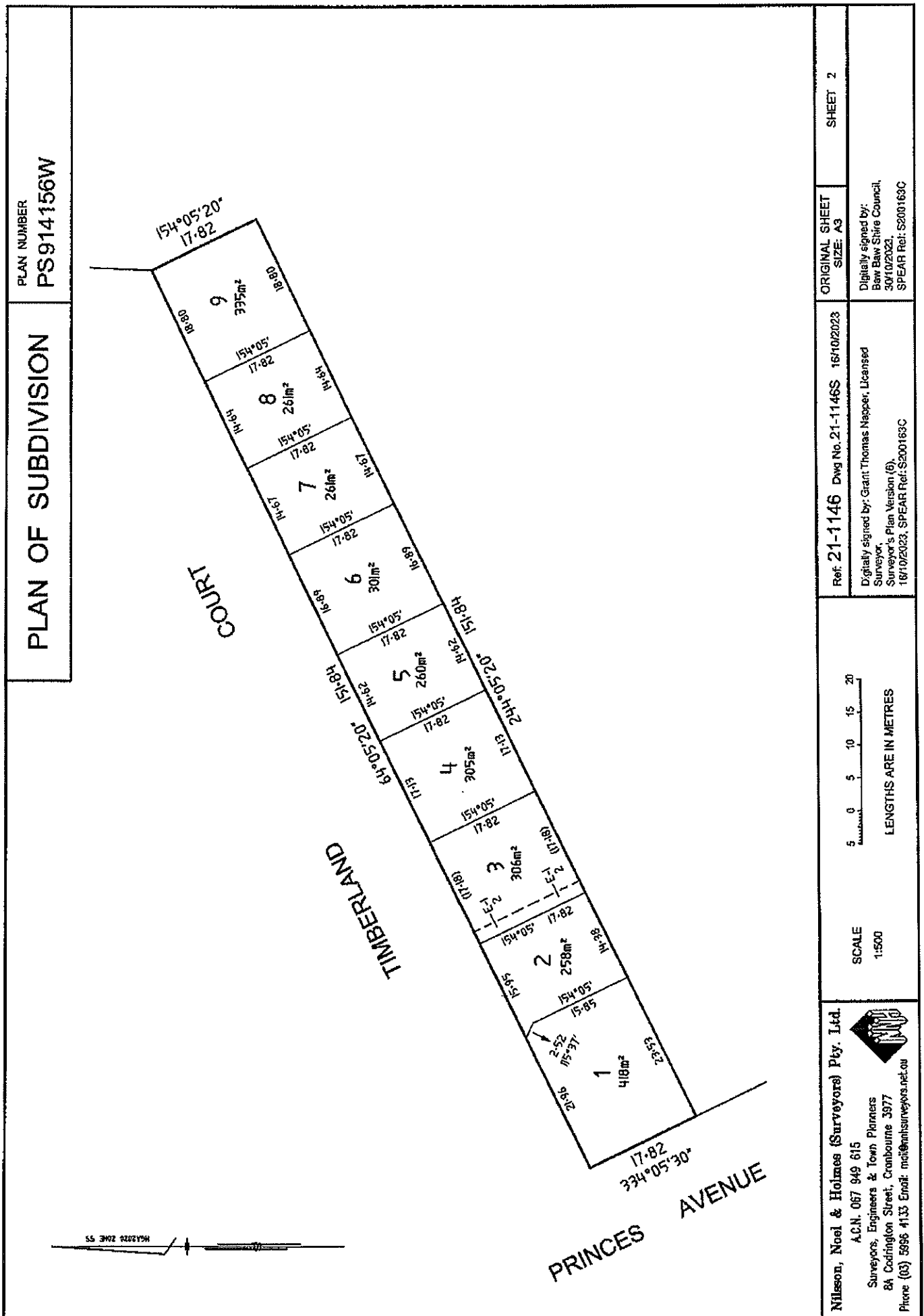
Document Type	Plan
Document Identification	PS914156W
Number of Pages (excluding this cover sheet)	2
Document Assembled	29/06/2024 17:55

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PLAN OF SUBDIVISION			LV USE ONLY EDITION 1	PLAN NUMBER PS914156W
<p style="text-align: center;">LOCATION OF LAND</p> <p>Parish: DROUIN WEST</p> <p>Township: LONGWARRY</p> <p>Section: 7</p> <p>Crown Allotment: 8 (PART)</p> <p>Crown Portion:</p> <p>Title Reference: VOL 8933 FOL 344</p> <p>Last Plan Reference: LOT 1 ON LP 82701</p> <p>Postal Address: 38 PRINCES AVENUE, (at time of subdivision) LONGWARRY 3816</p> <p>MGA2020 Co-ordinates: E 392 040 Zone: 55 (of approx. centre of land in plan) N 5 781 605</p>			<p>Council Name: Baw Baw Shire Council</p> <p>Council Reference Number: PSB0062/22 Planning Permit Reference: PLA0211/22 SPEAR Reference Number: S200163C</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</p> <p>Digitally signed by: Marri Rotteveel for Baw Baw Shire Council on 30/10/2023</p> <p>Statement of Compliance issued: 13/06/2024</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance</p>	
VESTING OF ROADS AND / OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL / BODY / PERSON			
NIL	NIL			
NOTATIONS				
<p>Depth Limitation: 15.24 METRES BELOW THE SURFACE</p> <p>Staging: This is not a staged subdivision. Planning Permit No. PLA0211/22</p> <p>Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) 59, 199, 353 In proclaimed Survey Area No. -</p>				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	SEWERAGE	2	THIS PLAN	SOUTH EAST WATER CORPORATION
<p>Nilsson, Noel & Holmes (Surveyors) Pty. Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Email: mail@nhsurveyors.net.au</p>			<p>Ref: 21-1146 Dwg No. 21-1146S 18/10/2023</p> <p>Digitally signed by: Grant Thomas Napper, Licensed Surveyor, Surveyor's Plan Version (6), 16/10/2023, SPEAR Ref: S200163C</p>	<p>ORIGINAL SHEET SIZE: A3 Sheet 1 of 2 sheets</p> <p>PLAN REGISTERED TIME: 3:50 PM L. Chau DATE: 28/06/2024 Assistant Registrar of Titles</p>





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

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

Page 1 of 1

VOLUME 12558 FOLIO 595

Security no : 124117442385M
Produced 14/08/2024 06:33 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 914156W.
PARENT TITLE Volume 08933 Folio 344
Created by instrument PS914156W 28/06/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LID ENGINEERING PTY LTD of OFFICE 1 LOWER GROUND FLOOR 0 333
BELGRAVE-GEMBROOK ROAD EMERALD VIC 3782
PS914156W 28/06/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV329447S 14/02/2022
CRUCIS PTY LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AX381210N 24/10/2023

DIAGRAM LOCATION

SEE PS914156W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
PS914156W (B) PLAN OF SUBDIVISION	Registered	28/06/2024

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

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

Street Address: 17 TIMBERLAND COURT LONGWARRY VIC 3816

ADMINISTRATIVE NOTICES

NIL

eCT Control 19087C PETER BRUCE DAVIS
Effective from 28/06/2024

DOCUMENT END



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AX381210N
Date and Time Lodged	24/10/2023 12:00:46 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173; 9274586

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

8933/344

Instrument and/or legislation

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

Applicant(s)

Name	BAW BAW SHIRE COUNCIL
Address	
Street Number	1
Street Name	CIVIC
Street Type	PLACE
Locality	WARRAGUL
State	VIC
Postcode	3820

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	BAW BAW SHIRE COUNCIL
Signer Name	REBEKAH PARIKH
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 OCTOBER 2023

File Notes:

NIL

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

Statement End.



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Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 36 Princes Avenue, Longwarry

Baw Baw Shire Council
and

LID Engineering Pty. Ltd.
ACN 646 801 596

Interstate offices
Canberra Sydney

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 23/10/2023

Parties

Name	Baw Baw Shire Council
Address	1 Civic Place, Warragul, Victoria
Short name	Council

Name	LID Engineering Pty. Ltd. ACN 646 801 596
Address	1 Lower Ground Floor 0, 333 Belgrave-Gembrook Road, Emerald, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in conditions 8, 11 and 20 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

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The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this deed and includes this deed as amended from time to time.

Building Permit means a building permit issued under the *Building Act 1993*.

Community Infrastructure Levy means the Community Infrastructure Levy payable in accordance with the DCPO1.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$336.40 if paid within 12 months from the date that this Agreement commences; or
- (b) \$336.40 plus indexation if paid at any time after 12 months from the date that this Agreement commences.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, bawbaw@bawbawshire.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

DCPO1 means the Development Contributions Plan Overlay – Schedule 1 under the Planning Scheme.

Development Permit means planning permit no. PLA0027/22, as amended from time to time, issued on 25 August 2022, authorising the development of the Subject Land in accordance with plans endorsed by Council.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

On-site stormwater detention and treatment system means the on-site detention system shown on the approved drainage plans required under the Planning Permit.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. PLA0211/22, as amended from time to time, issued on 22 February 2023, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

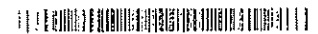
Planning Scheme means the Baw Baw Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 36 Princes Avenue, Longwarry being the land referred to in certificate of title volume 8933 folio 344 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and



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- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 enable the Owner to take the benefit of the Planning Permit;
- 3.2 to give effect to the Planning Permit and the Development Permit; and
- 3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

5. Owner's specific obligations

5.1 Compliance with the Development Permit

The Owner covenants and agrees that except with Council's prior written consent, the Owner:

- 5.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 5.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

5.2 Expiry of the Development Permit

The Owner's obligations under clause 5.1 continue to apply:

- 5.2.1 regardless of any right conferred by the Planning Scheme;
- 5.2.2 regardless of any subdivision of the Subject Land; and
- 5.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

5.3 Community Infrastructure Levy

The Owner covenants and agrees that:

- 5.3.1 prior to the issue of a Building Permit for the construction of a dwelling on any Lot, the Owner will pay the applicable Community Infrastructure Levy in accordance with the DCPO1; and
- 5.3.2 a Building Permit must not be issued by a building surveyor in respect of the construction of a dwelling on a Lot unless the building surveyor is satisfied that the

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- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

6.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

6.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 6.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 6.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 6.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

6.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 6.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

6.6 Interest for overdue money

- 6.6.1 The Owner must pay to Council interest in accordance with s 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- 6.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

8. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

9. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to;

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- 9.1 give effect to this Agreement; and
- 9.2 enter into a deed agreeing to be bound by the terms of this Agreement.

10. General matters

10.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 10.1.1 personally on the other Party;
- 10.1.2 by leaving it at the other Party's Current Address;
- 10.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 10.1.4 by email to the other Party's Current Email.

10.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

10.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

10.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

10.5 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

10.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

10.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.



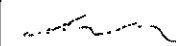
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Signing Page

Signed, sealed and delivered as a deed by the Parties.

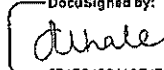
Executed as a deed

SIGNED, SEALED AND DELIVERED by)
and on behalf of Baw Baw Shire Council by)
Leanne Hurst, Director Planning and)
Development, pursuant to the Instrument of)
Delegation dated 11 October 2023 in the)
presence of:

DocuSigned by:

89857175B35C472...

Leanne Hurst

DocuSigned by:



674E94331A8F4B5...
Witness Signature

Ashleigh whale

Witness Name

"This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000*."



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Executed as a deed by LID Engineering Pty. Ltd.)
ACN 646 801 596 in accordance with s 127(1) and)
s 127(3) of the Corporations Act 2001:

DocuSigned by:

Matthew David Fox

.....DD3C452209F9410.....
Signature of Sole Director and Sole Company Secretary

Matthew David Fox

.....
Print full name

'This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000*'


DocuSign Envelope ID: 08D3863E-728A-4151-89DF-3887F88D79A5

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Mortgagee's Consent

Crucis Pty Ltd as Mortgagee under instrument of mortgage no. AV329447S consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

agrees to be bound by the covenants and conditions of this Agreement.



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 16 August 2024 03:04 PM

PROPERTY DETAILS

Address: 17 TIMBERLAND COURT LONGWARRY 3816
Lot and Plan Number: Lot 5 PS914156
Standard Parcel Identifier (SPI): 5\PS914156
Local Government Area (Council): BAW BAW
Council Property Number: 36668
Planning Scheme: Bow Bow
Directory Reference: Vicroads 707 P9

www.bawbawshire.vic.gov.au

[Planning Scheme - Bow Bow](#)

UTILITIES

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: South East Water
Melbourne Water: Inside drainage boundary
Power Distributor: AUSNET

STATE ELECTORATES

Legislative Council: EASTERN VICTORIA
Legislative Assembly: NARRACAN

OTHER

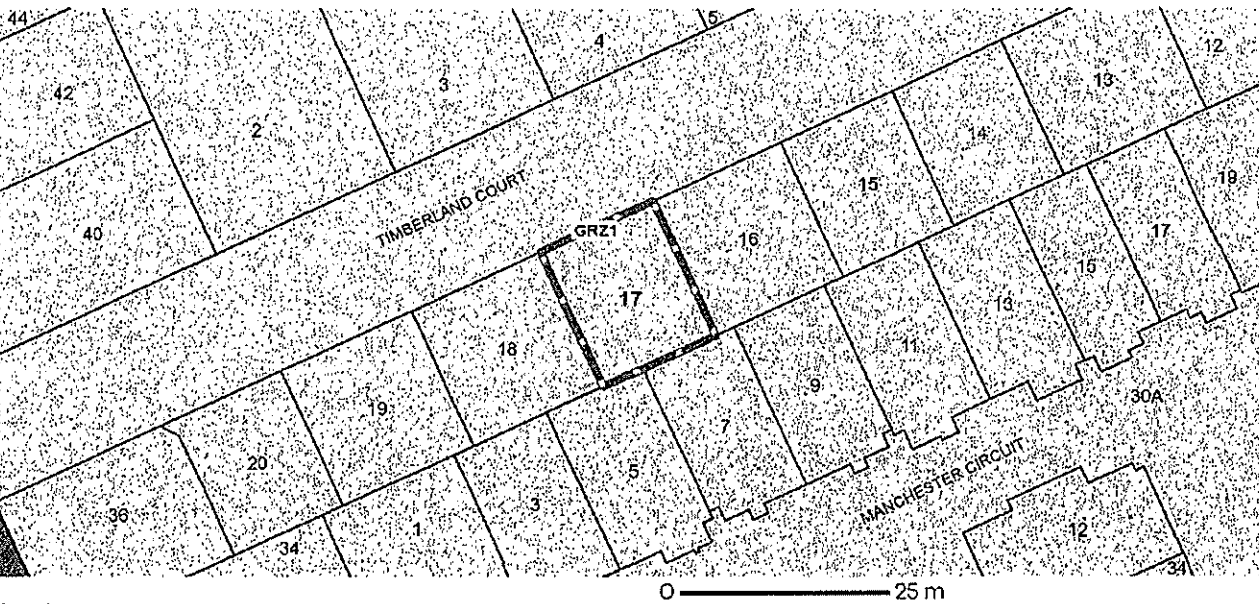
Registered Aboriginal Party: None

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential
TRZ2 - Principal Road Network
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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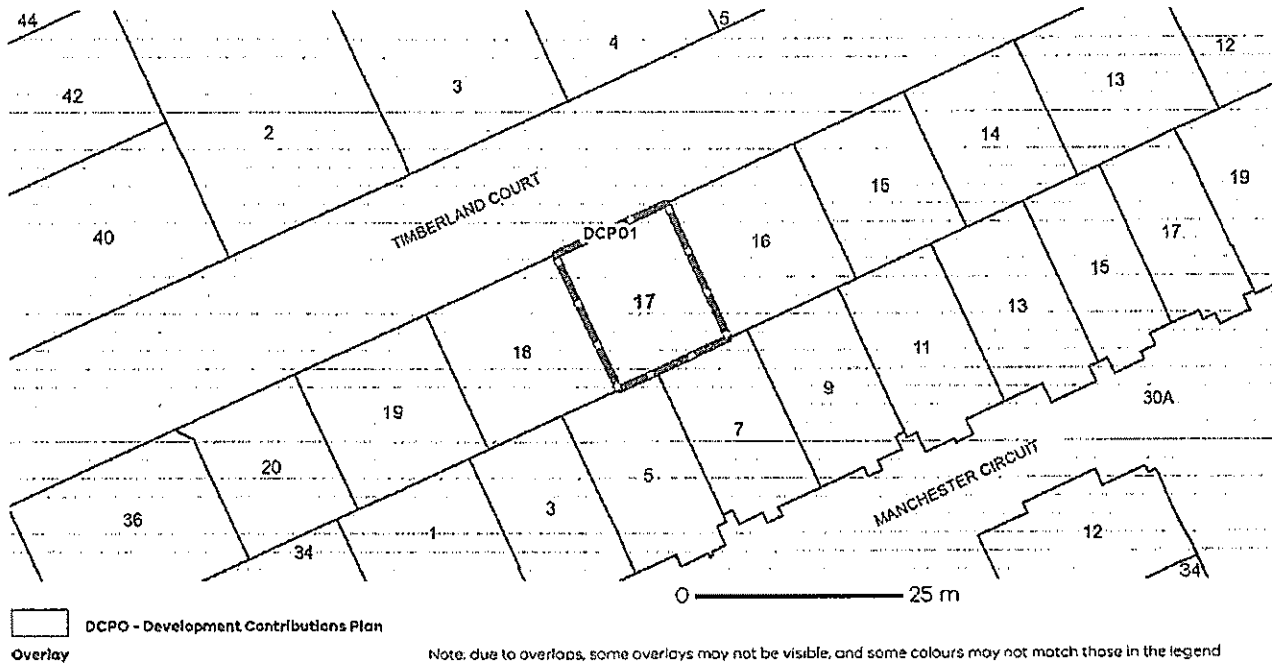
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PLANNING PROPERTY REPORT

Planning Overlays

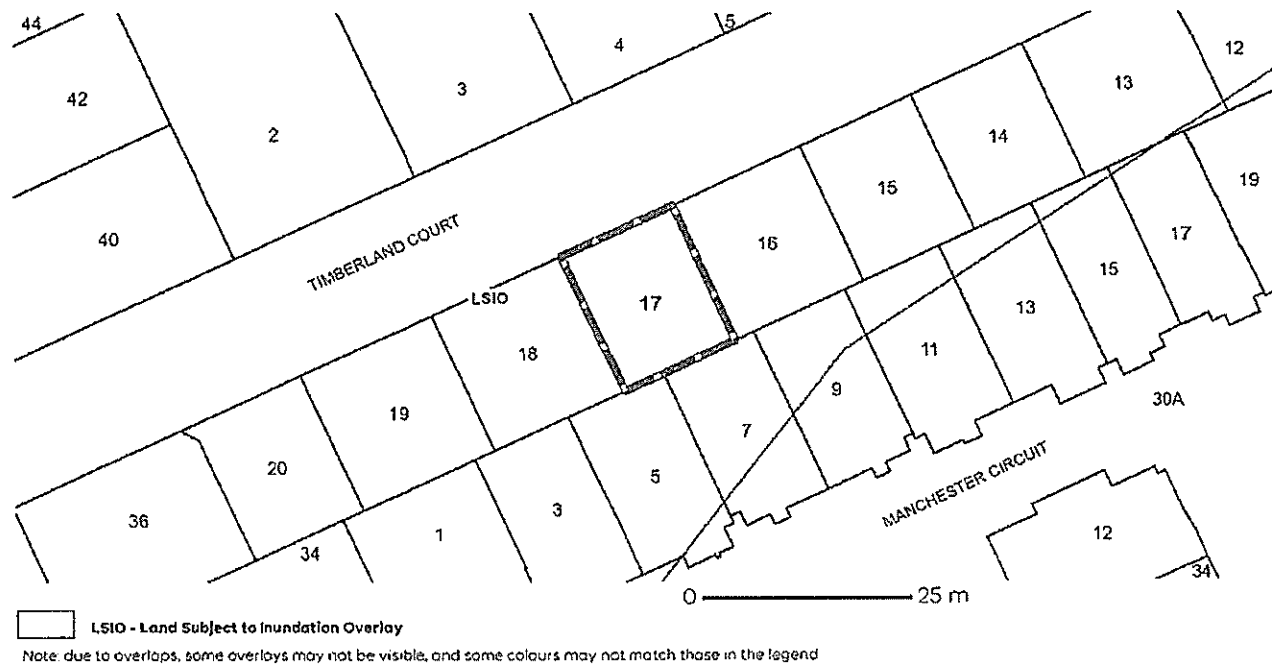
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



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Further Planning Information

Planning scheme data last updated on 14 August 2024.

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

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

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

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

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

PLANNING PROPERTY REPORT



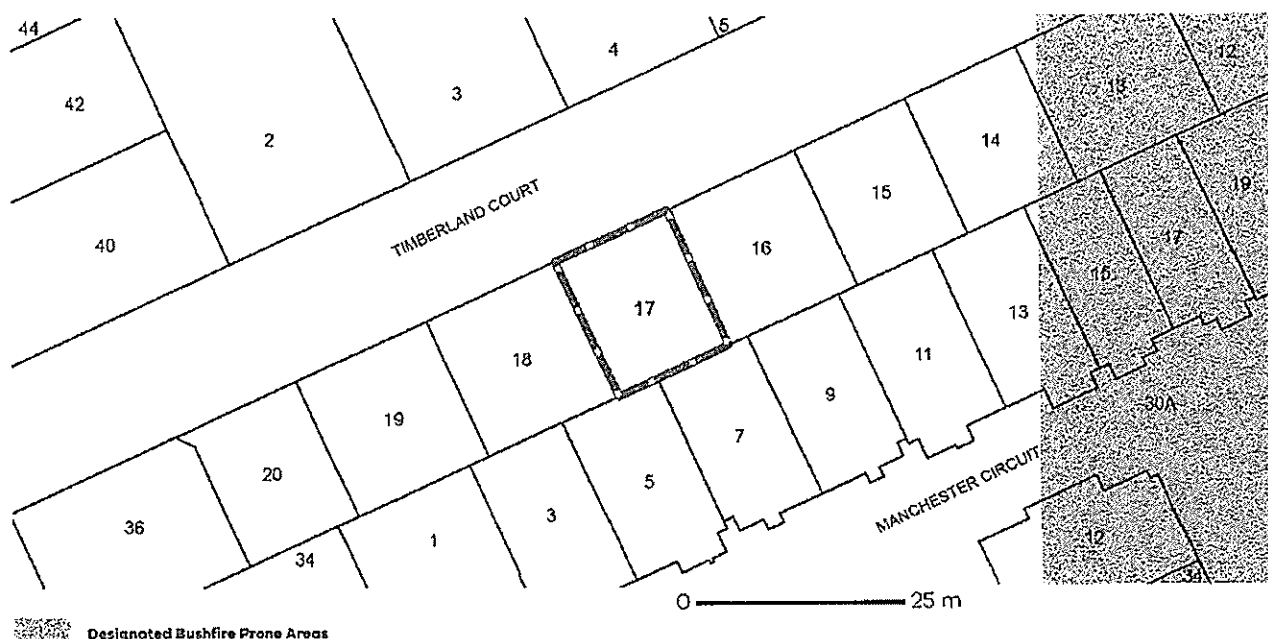
Environment,
Land, Water
and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 15 August 2024 09:04 PM

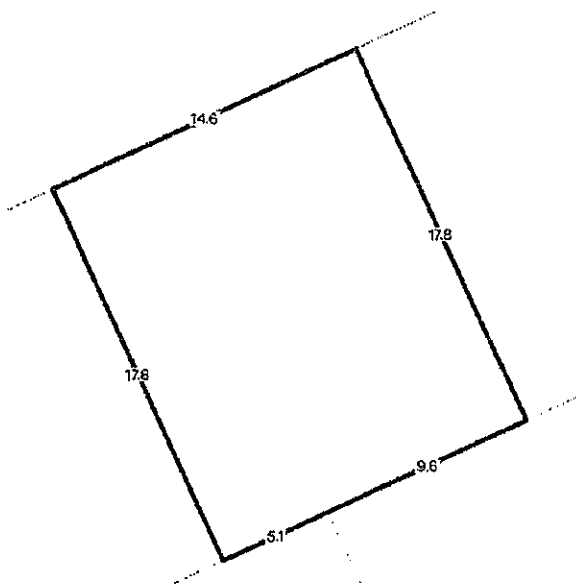
PROPERTY DETAILS

Address: **17 TIMBERLAND COURT LONGWARRY 3816**
Lot and Plan Number: **Lot 5 PS914156**
Standard Parcel Identifier (SPI): **5\PS914156**
Local Government Area (Council): **BAW BAW**
Council Property Number: **36668**
Directory Reference: **Vicroads 707 P9**

www.bawbawshire.vic.gov.au

SITE DIMENSIONS

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



Area: 261 sq. m

Perimeter: 65 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

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

PROPERTY REPORT: 17 TIMBERLAND COURT LONGWARRY 3816

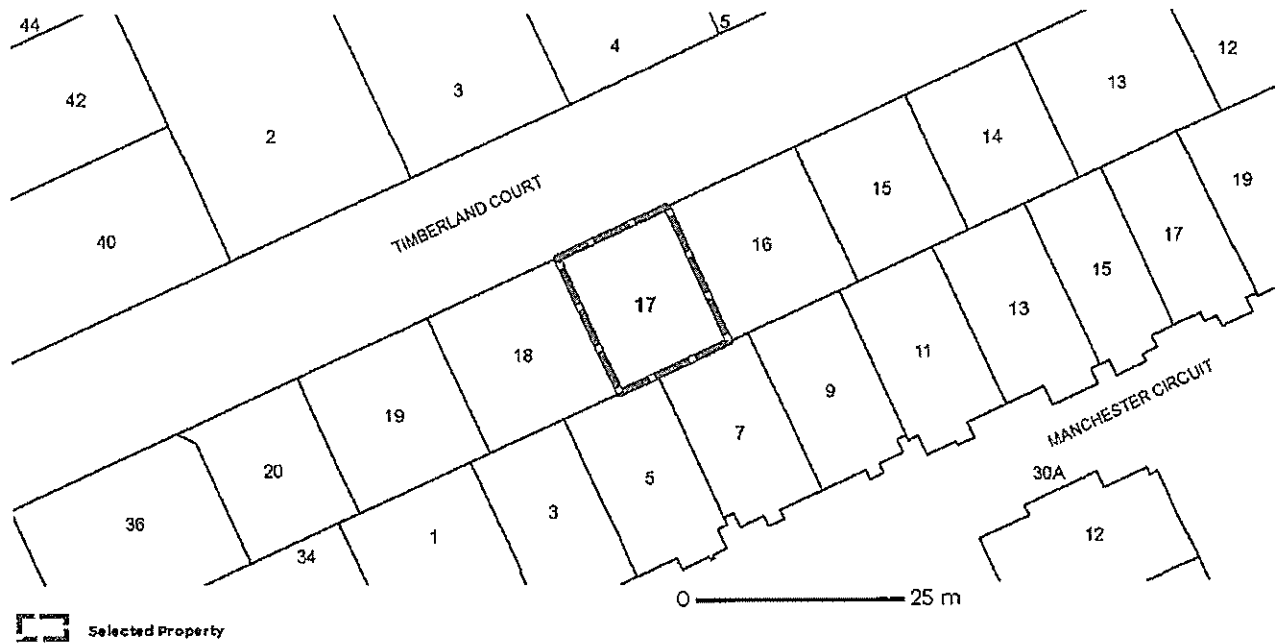
Page 1 of 2

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



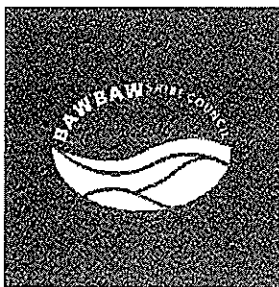
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Read the full disclaimer at <https://www.deca.vic.gov.au/disclaimer>

PROPERTY REPORT: 17 TIMBERLAND COURT LONGWARRY 3815

Page 2 of 2



23 June 2023

Land Information Certificate Pursuant to S121 of the Local Government Act 2020

Falcone & Adams
C/- Landata
GPO Box 527
MELBOURNE VIC 3001

Certificate No:	CerR/C020350	Your Reference:	69312113-014-7
------------------------	--------------	------------------------	----------------

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989, the Local Government Act 2020 or under a local law or by-law of the Council.

This certificate is not required to include information regarding Planning, Buildings, 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.

PROPERTY DETAILS	
Property Number:	13678
Property Owner/s:	Lid Engineering Pty Ltd
Property Address:	36 Princes Avenue LONGWARRY VIC 3816
Property Description:	V8933 F344 Lot 1 PS82701 Drouin West Parish

VALUATION DETAILS			
Site Value:	\$540,000	Valuation Date:	01/01/2022
Capital Improved Value:	\$710,000		
Net Annual Value:	\$35,500	Effective Date:	01/07/2022

Baw Baw
Shire Council

T +61 3 5624 2411
F +61 3 5622 3654

E bawbaw@bawbawshire.vic.gov.au
W bawbawshire.vic.gov.au

PO Box 304
Warragul Victoria
3820

RATES AND CHARGES DETAILS

Details for financial year ending 30th June 2023:

Current Years Rates and Charges		
Rates	1,861.60	
Waste and Recycling	450.00	
Fire Services Levy	154.65	
Fire Hazard Contractor Cutting Costs	574.20	
Fire Hazards Administration Fee	110.70	
Current Years Rates and Charges Sub Total		3,151.15
Interest	2.40	
Payments Received	-1,849.25	
TOTAL BALANCE OUTSTANDING		1,304.30

IMPORTANT

There is **NO** potential liability for rates under the Cultural and Recreational Lands Act 1963.


There are **NO** outstanding amounts required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958.


In accordance with Section 175 of the Local Government Act 1989 a person who becomes the owner of rateable land must pay any rate or charge that is current or in arrears (including any interest on those rates or charges) on the land which are due and payable at the time that person becomes the owner of the land.

In accordance with section 175(1) of the Local Government Act 1989, all unpaid rates and charges are required to be paid immediately upon settlement, regardless of the due date.

This certificate is valid for a period of 90 days from issue date, confirmation of outstanding balance should be sought as close to settlement date as practicable. For settlement purposes credit balances must be factored into settlement adjustments.

Should you have any queries regarding this Certificate, please quote Certificate reference **CerR/C020350**.

I hereby certify that the information given in this certificate is true and correct as at the issue date.		23 June 2023
	Authorised Officer	Issue Date

	Bill Code: 5801 Ref: 0000 0012 0964
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, or transaction account. More info: www.bpay.com.au	



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Falcone & Adams C/- InfoTrack (LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 36 PRINCES AVENUE
LONGWARRY 3816
1 LP 82701

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
31A//07632/27	LANDATA CER 69312113-024-6	22 JUNE 2023	44336218

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

Melbourne Water Corporation Total Service Charges			
	01/04/2023 to 30/06/2023		\$48.48
Water Service Charge			
	01/04/2023 to 30/06/2023		\$20.93
Sewerage Service Charge			
	01/04/2023 to 30/06/2023		\$91.94
Subtotal Service Charges			<u>\$161.35</u>
Payments			\$161.35
TOTAL UNPAID BALANCE			\$0.00

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from South East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au. Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

The applicable flood level for this property is RL 42.54 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Mikala Hehir'.

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

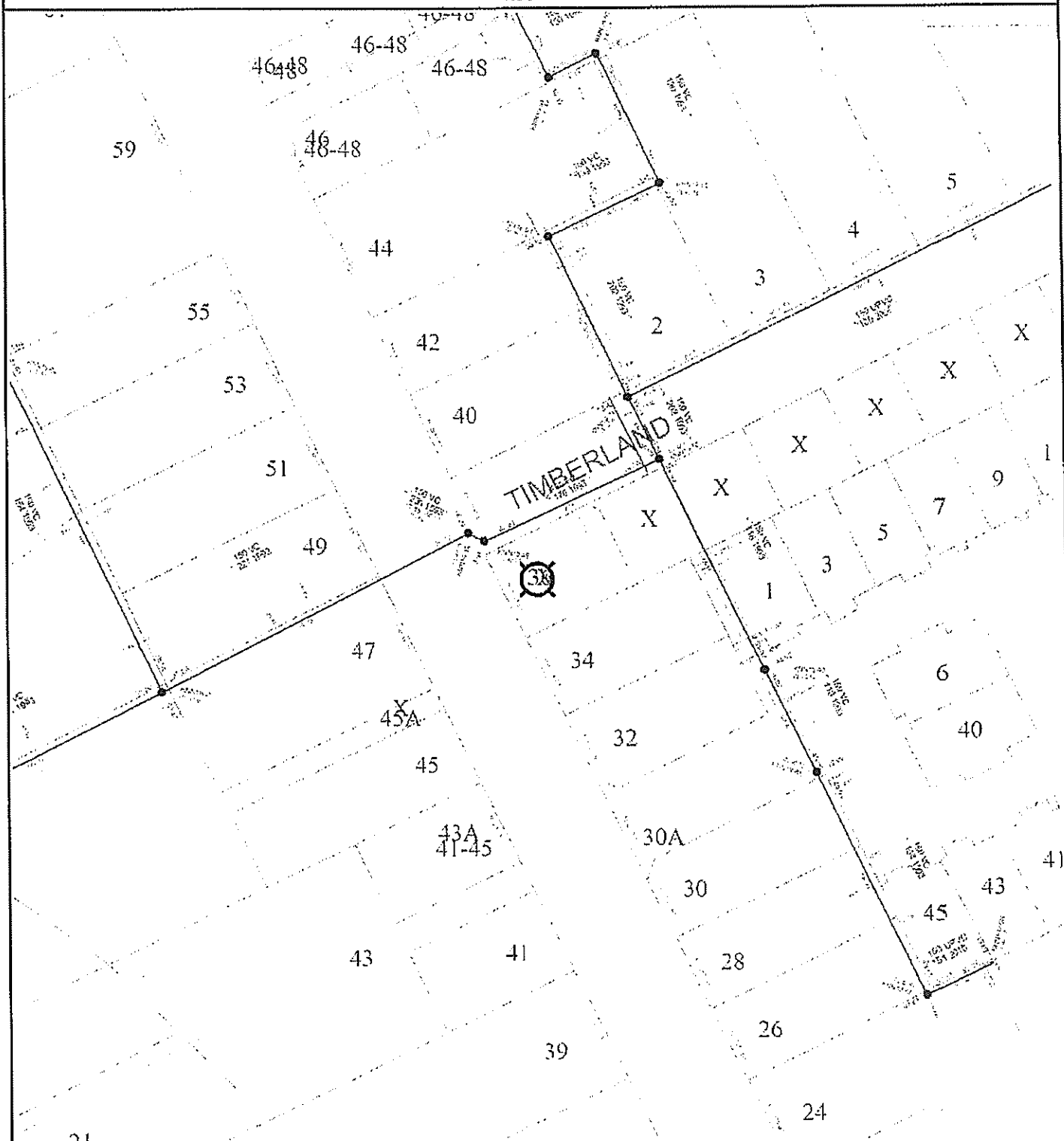
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 44336218



Date: 22JUNE2023



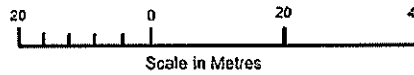
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

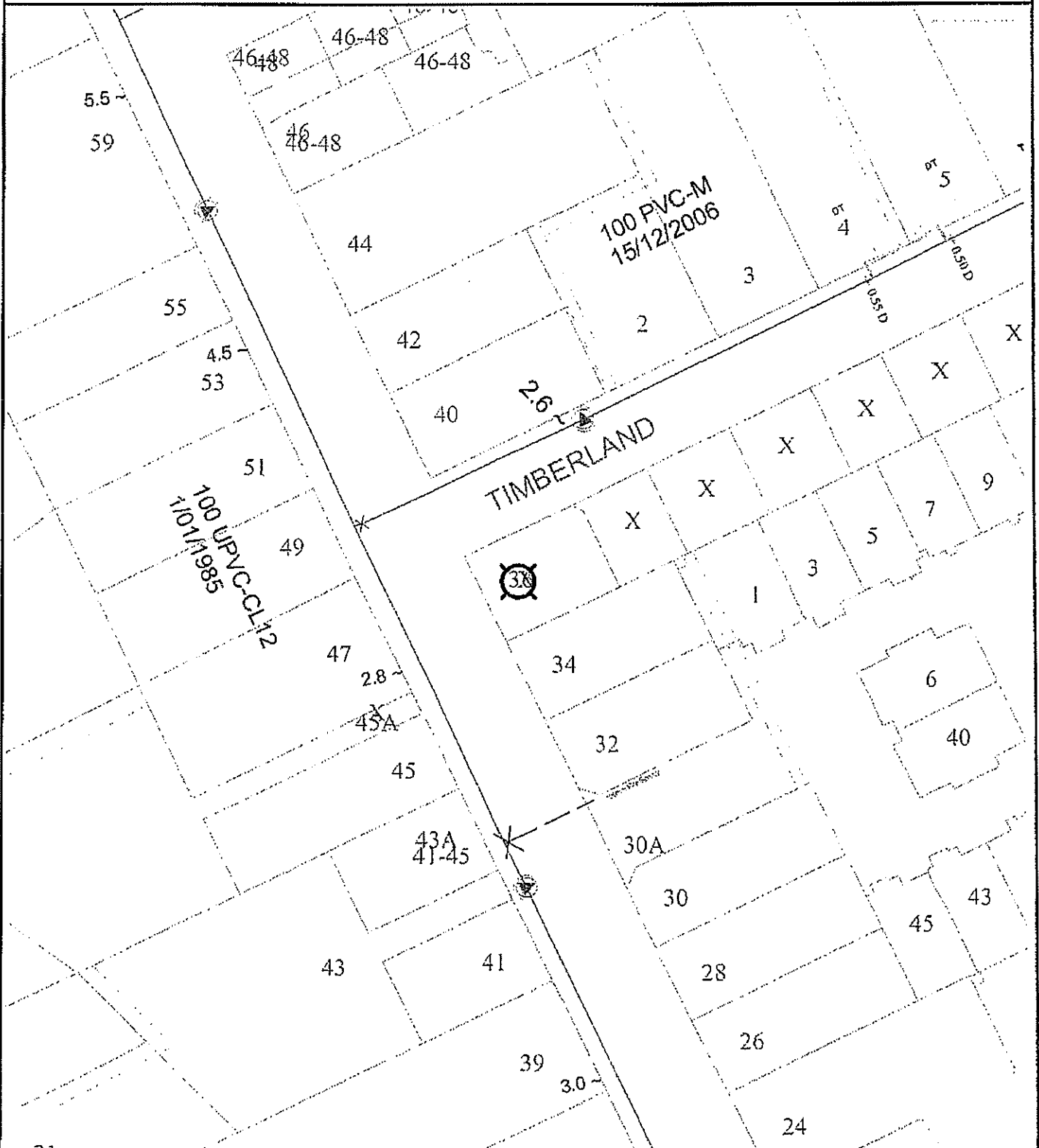
ASSET INFORMATION - WATER

Property: Lot 1 36 PRINCES AVENUE LONGWARRY 3816

Case Number: 44336218



Date: 22JUNE2023



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary
 --- Proposed Title/Road
 --- Easement



Subject Property
 Water Main Valve
 Water Main & Services

Hydrant
 Fireplug/Washout
 ~ 1.0 Offset from Boundary

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

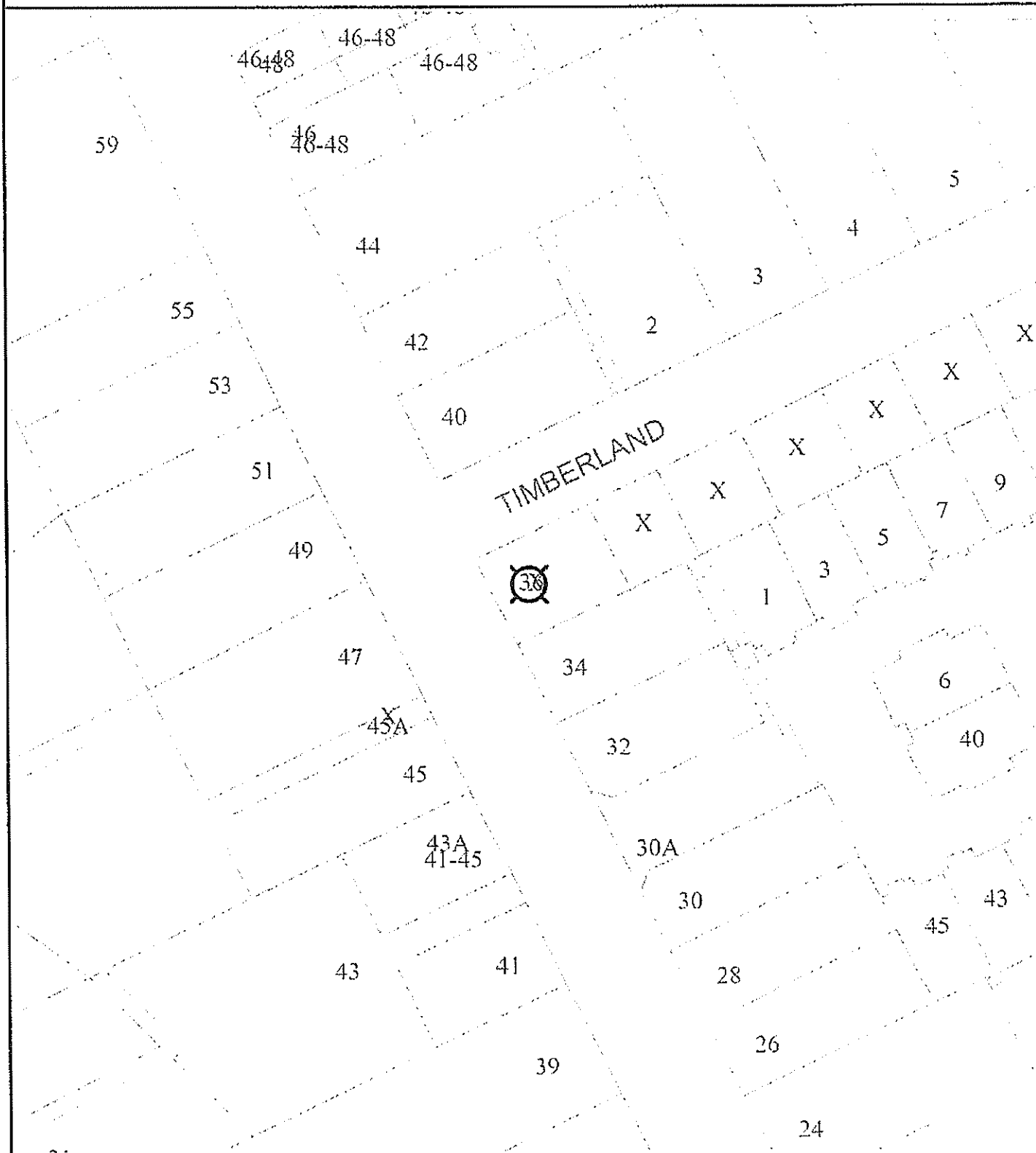
Property: Lot 1 36 PRINCES AVENUE LONGWARRY 3816



Case Number: 44336218



Date: 22JUNE2023



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

----- Title/Road Boundary
 ----- Proposed Title/Road
 ----- Easement



Subject Property
 Recycled Water Main Valve
 Recycled Water Main & Services

Hydrant
 Fireplug/Washout
 ~ 1.0 Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / FALCONE & ADAMS

Your Reference: 131021E
Certificate No: 79465318
Issue Date: 14 AUG 2024
Enquiries: ESYSPROD

Land Address: 17 TIMBERLAND COURT LONGWARRY VIC 3816

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39559761	5	914156	12558	595	\$1,114.01

Vendor: LID ENGINEERING
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
LID ENGINEERING TRUST	2024	\$97,720	\$698.54	\$0.00	\$698.54

Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
LID ENGINEERING TRUST	2023	\$415.47	\$0.00	\$415.47

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$134,566
SITE VALUE:	\$97,720
CURRENT LAND TAX CHARGE:	\$1,114.01

Notes to Certificate - Land Tax

Certificate No: 79465318

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$97,720

Calculated as \$500 plus (\$97,720 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 79465318

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: 79465318

Visa or Mastercard

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

sro.vlc.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / FALCONE & ADAMS

Your Reference: 131021E

Certificate No: 79465318

Issue Date: 14 AUG 2024

Enquires: ESYSPROD

Land Address: 17 TIMBERLAND COURT LONGWARRY VIC 3816

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39559761	5	914156	12558	595	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$134,566
SITE VALUE:	\$97,720
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79465318

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and Industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General Information

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

Property Clearance Certificate
Windfall Gains Tax



INFOTRACK / FALCONE & ADAMS

Your Reference: 131021E
Certificate No: 79465318
Issue Date: 14 AUG 2024

Land Address: 17 TIMBERLAND COURT LONGWARRY VIC 3816

Lot	Plan	Volume	Folio
5	914156	12558	595

Vendor: LID ENGINEERING
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 79465318

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General Information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 79465318

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: 79465318

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting 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)

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 25 March 2025 11:14 AM

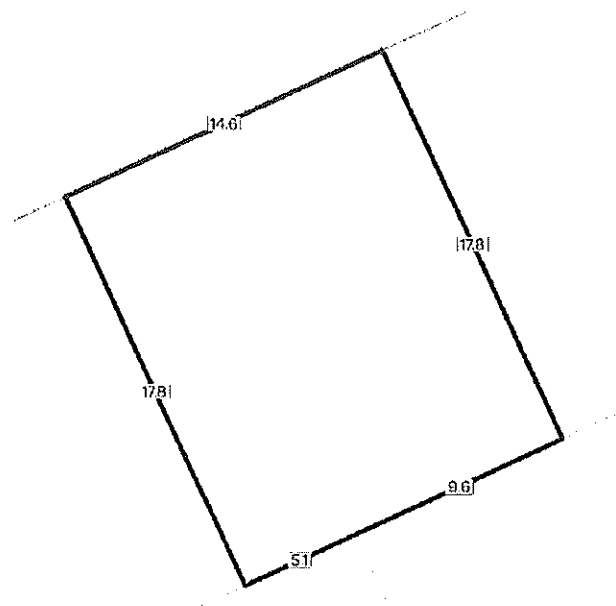
PROPERTY DETAILS

Address: **17 TIMBERLAND COURT LONGWARRY 3816**
Lot and Plan Number: **Lot 5 PS914156**
Standard Parcel Identifier (SPI): **5\PS914156**
Local Government Area (Council): **BAW BAW**
Council Property Number: **36668**
Directory Reference: **Vicroads 707 P9**

www.bawbawshire.vic.gov.au

SITE DIMENSIONS

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



Area: 261 sq. m

Perimeter: 65 m

For this property.

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

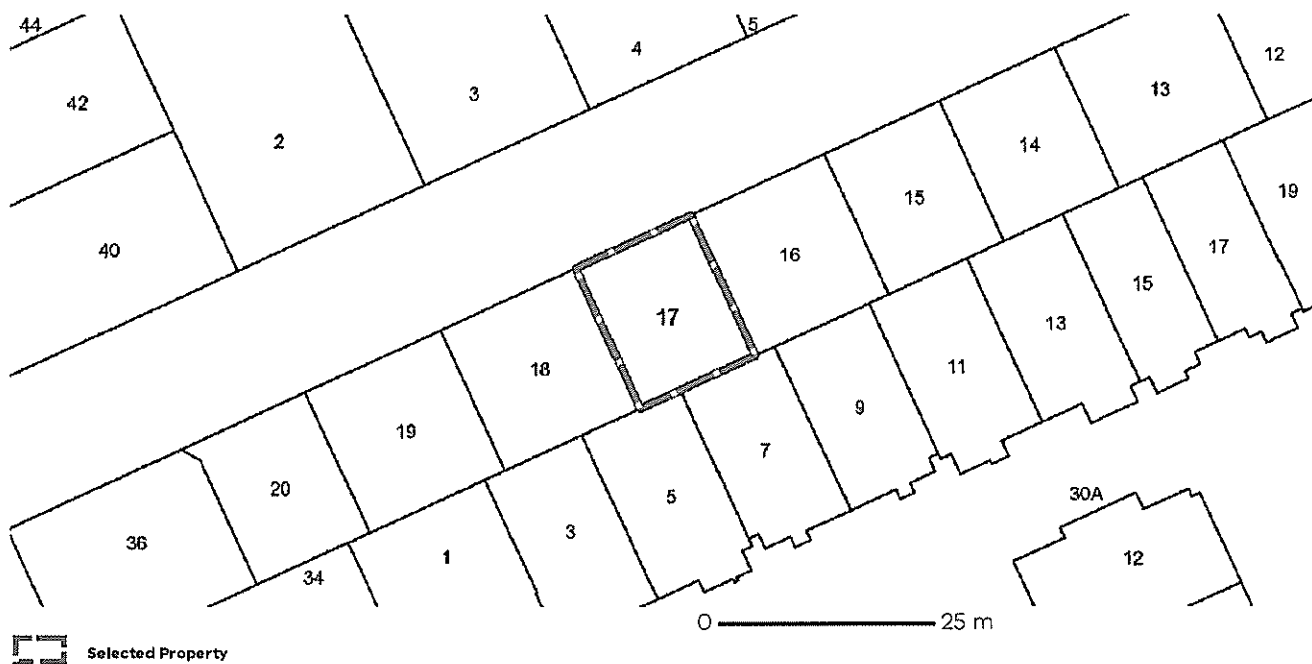
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



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PROPERTY REPORT: 17 TIMBERLAND COURT LONGWARRY 3816

Page 2 of 2

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 25 March 2025 11:14 AM

PROPERTY DETAILS

Address: **17 TIMBERLAND COURT LONGWARRY 3816**
Lot and Plan Number: **Lot 5 PS914156**
Standard Parcel Identifier (SPI): **5\PS914156**
Local Government Area (Council): **BAW BAW**
Council Property Number: **36668**
Planning Scheme: **Baw Baw**
Directory Reference: **Vicroads 707 P9**

www.bawbawshire.vic.gov.au

[Planning Scheme - Baw Baw](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

OTHER

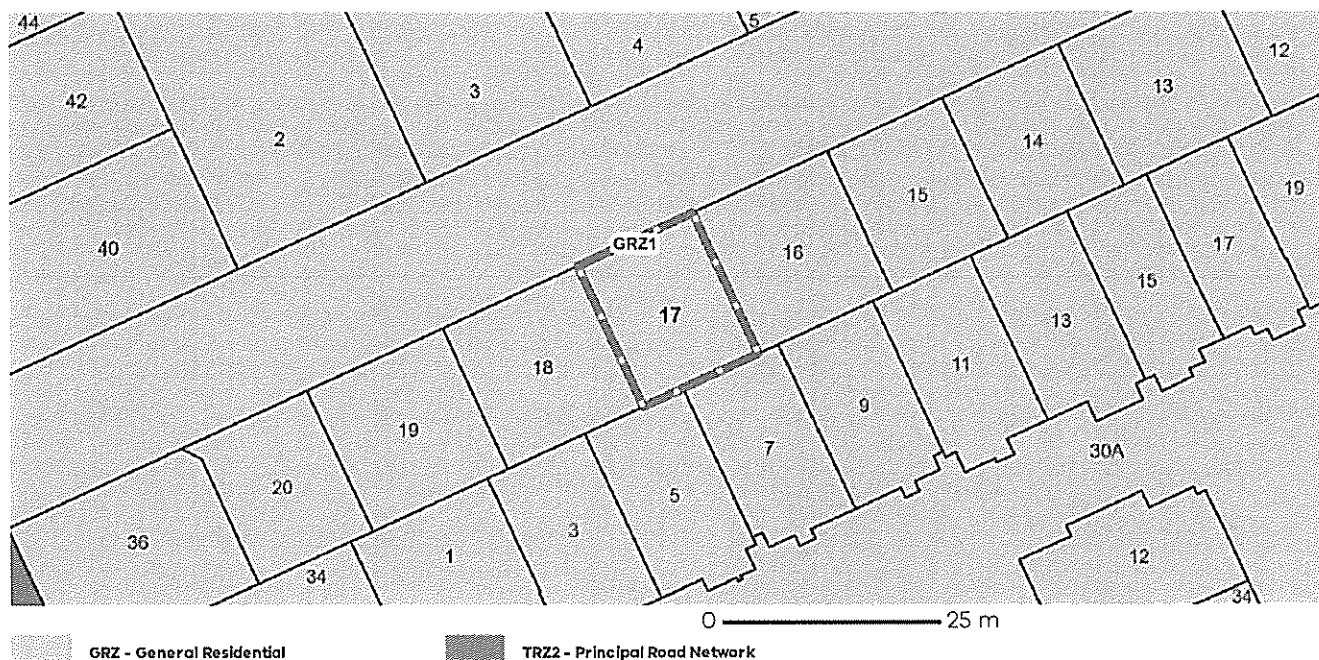
Registered Aboriginal Party: **None**

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

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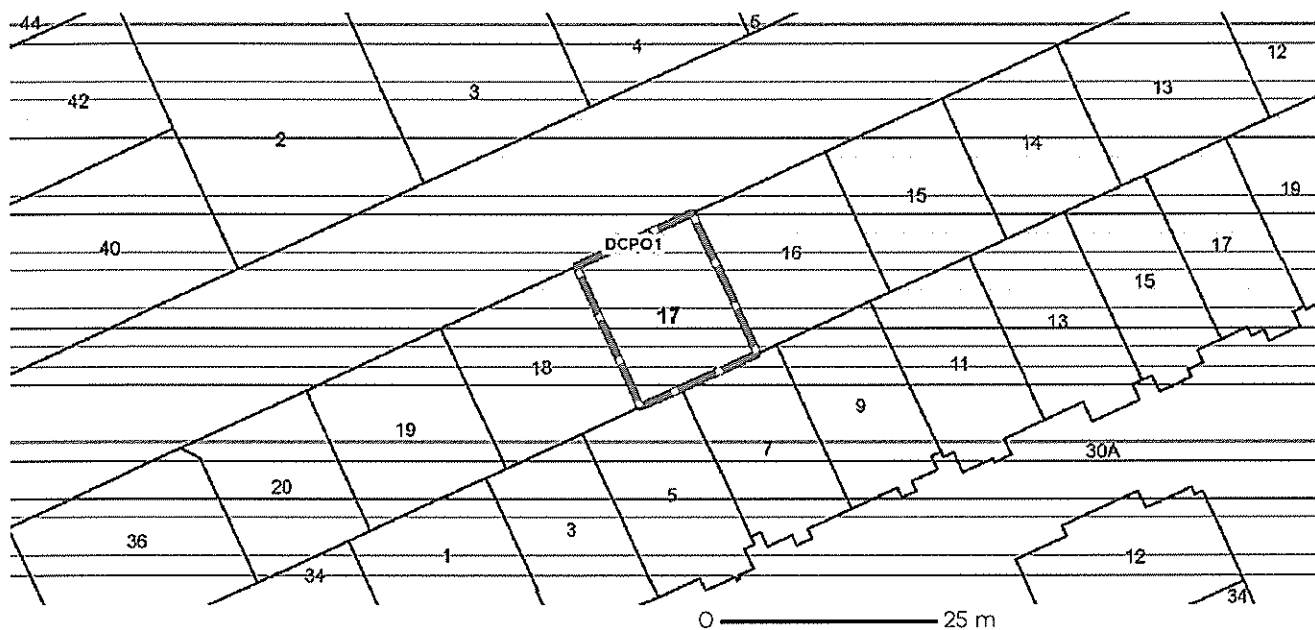
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

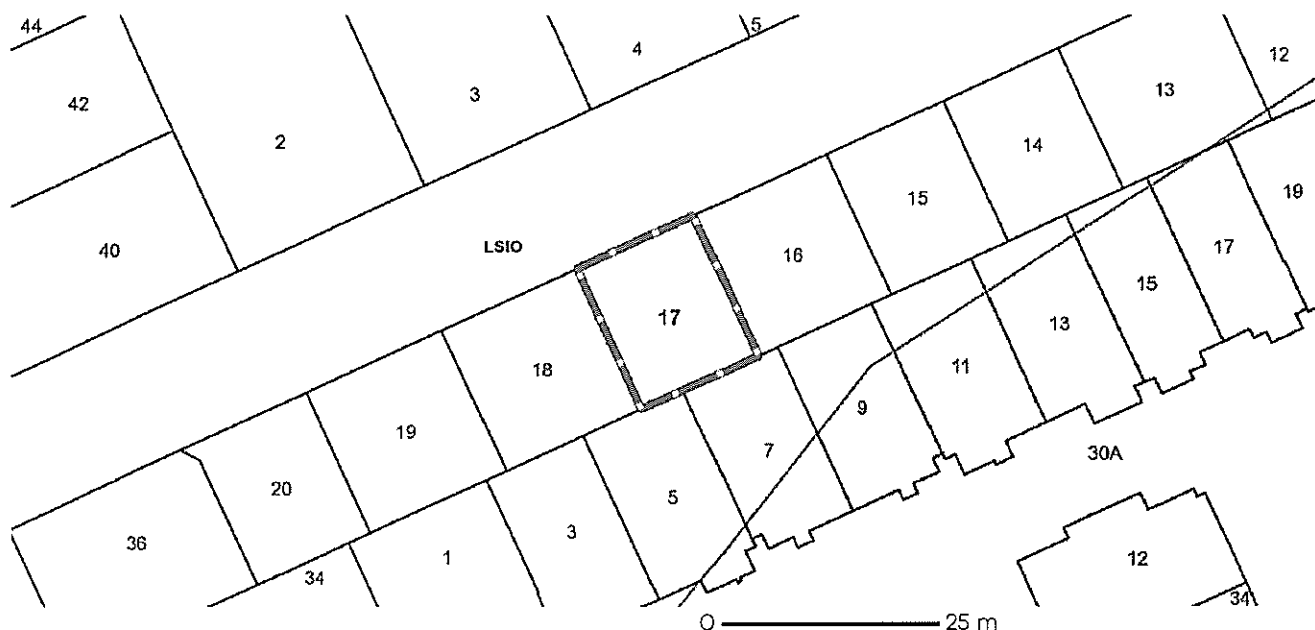


DCPO - Development Contributions Plan
Overlay

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

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



LSIO - Land Subject to Inundation Overlay

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 21 March 2025.

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

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

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

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

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

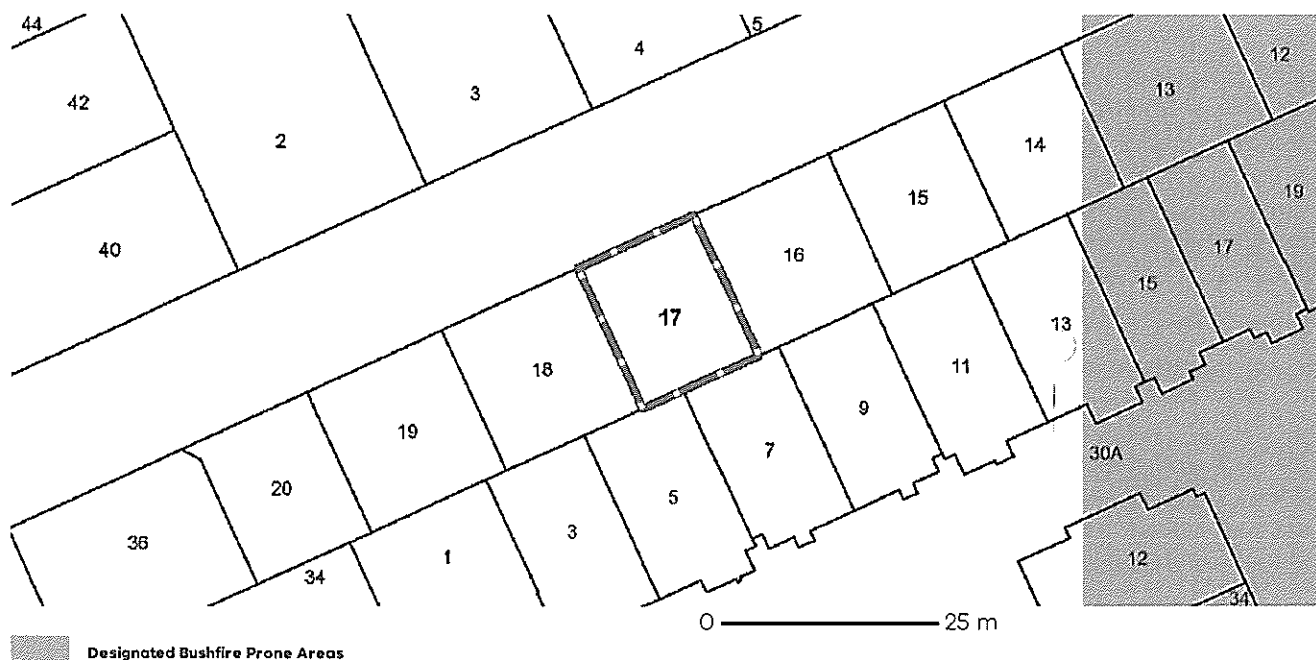
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Planning Certificate



PROPERTY DETAILS

Property Address: 17 TIMBERLAND COURT LONGWARRY VIC 3816
Title Particulars: Vol 12558 Fol 595
Vendor: LID ENGINEERING PTY LTD
Purchaser: SIMONS BUILDERS PTY LTD

Certificate No: 128203724

Date: 03/03/2025
Matter Ref: JC:CT:5322 SB
Client: Knox Legal



MUNICIPALITY

BAW BAW



PLANNING SCHEME

BAW BAW PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

BAW BAW SHIRE COUNCIL



ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1



ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



APPLICABLE OVERLAYS

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

LAND SUBJECT TO INUNDATION OVERLAY

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

**PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

**ADDITIONAL INFORMATION**

THE SUBJECT PROPERTY IS OUTSIDE THE URBAN GROWTH BOUNDARY

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



PLANNING ZONES MAP



ZONING

- FZ - FARMING ZONE
- GRZ1 - GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- TRZ2 - TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Property
Suite 1, level 3, 550 bourke street
MELBOURNE 3001

Client Reference: 87137610 128203726

NO PROPOSALS. As at the 3th March 2025, 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®.

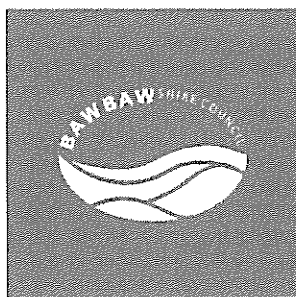
17 TIMBERLAND COURT, LONGWARRY 3816
SHIRE OF BAW BAW

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: 3th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76029584 - 76029584130751 '87137610
128203726'



03 March 2025

Land Information Certificate In accordance with Section 121 of the Local Government Act 2020

Knox Legal
C/- Dye & Durham
PO Box 447
SOUTH MELBOURNE VIC 3205

Certificate No:	CerR/C024232	Your Reference:	87137610:128203727
------------------------	--------------	------------------------	--------------------

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989, the Local Government Act 2020, or under a local law or by-law of the Council.

This certificate is not required to include information regarding Planning, Buildings, 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.

PROPERTY DETAILS	
Property Number:	36668
Property Owner/s:	Lid Engineering Pty Ltd
Property Address:	17 Timberland Court LONGWARRY VIC 3816
Property Description:	V12558 F595 Lot 5 PS914156W Drouin West Parish

VALUATION DETAILS			
Site Value:	\$220,000	Valuation Date:	01/01/2024
Capital Improved Value:	\$220,000		
Net Annual Value:	\$11,000	Effective Date:	08/10/2024

Baw Baw
Shire Council

T +61 3 5624 2411
F +61 3 5622 3654

E bawbaw@bawbawshire.vic.gov.au
W bawbawshire.vic.gov.au

PO Box 304
Warragul Victoria
3820

RATES AND CHARGES DETAILS

Details for financial year ending 30th June 2025:

Current Years Rates and Charges		
Rates	731.80	
Fire Services Levy	110.15	
Current Years Rates and Charges Sub Total		841.95
Payments Received	-280.95	
TOTAL BALANCE OUTSTANDING		561.00

IMPORTANT

There is *NO* potential liability for rates under the Cultural and Recreational Lands Act 1963.


There are *NO* outstanding amounts required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958.

In accordance with Section 175 of the Local Government Act 1989 a person who becomes the owner of rateable land must pay any rate or charge that is current or in arrears (including any interest on those rates or charges) on the land which are due and payable at the time that person becomes the owner of the land.

In accordance with section 175(1) of the Local Government Act 1989, all unpaid rates and charges are required to be paid immediately upon settlement, regardless of the due date.

This certificate is valid for a period of 90 days from issue date, confirmation of outstanding balance should be sought as close to settlement date as practicable. For settlement purposes credit balances must be factored into settlement adjustments.

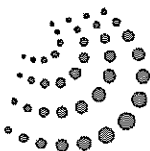
Should you have any queries regarding this Certificate, please quote Certificate reference **CerR/C024232**.

I hereby certify that the information given in this certificate is true and correct as at the issue date.		03 March 2025
	Authorised Officer	Issue Date



Biller Code: 5801
Ref: 0000 1008 1628

Telephone & Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, or transaction account. More info: www.bpay.com.au



SAI GLOBAL - PSP
E-mail:
property.certificates@dyedurham.com

Statement for property:
LOT 5 17 TIMBERLAND COURT
LONGWARRY 3816
5 PS 914156

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
31T//00004/00067	87137610:128203729	03 MARCH 2025	48754015

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Melbourne Water Corporation Total Service Charges	31/03/2025 to 31/03/2025	\$0.65
---------------------------------------------------	--------------------------	--------

(b) By South East Water

Subtotal Service Charges	\$0.65
Arrears	\$19.25
TOTAL UNPAID BALANCE	\$19.90

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

The applicable flood level for this property is RL 42.87 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

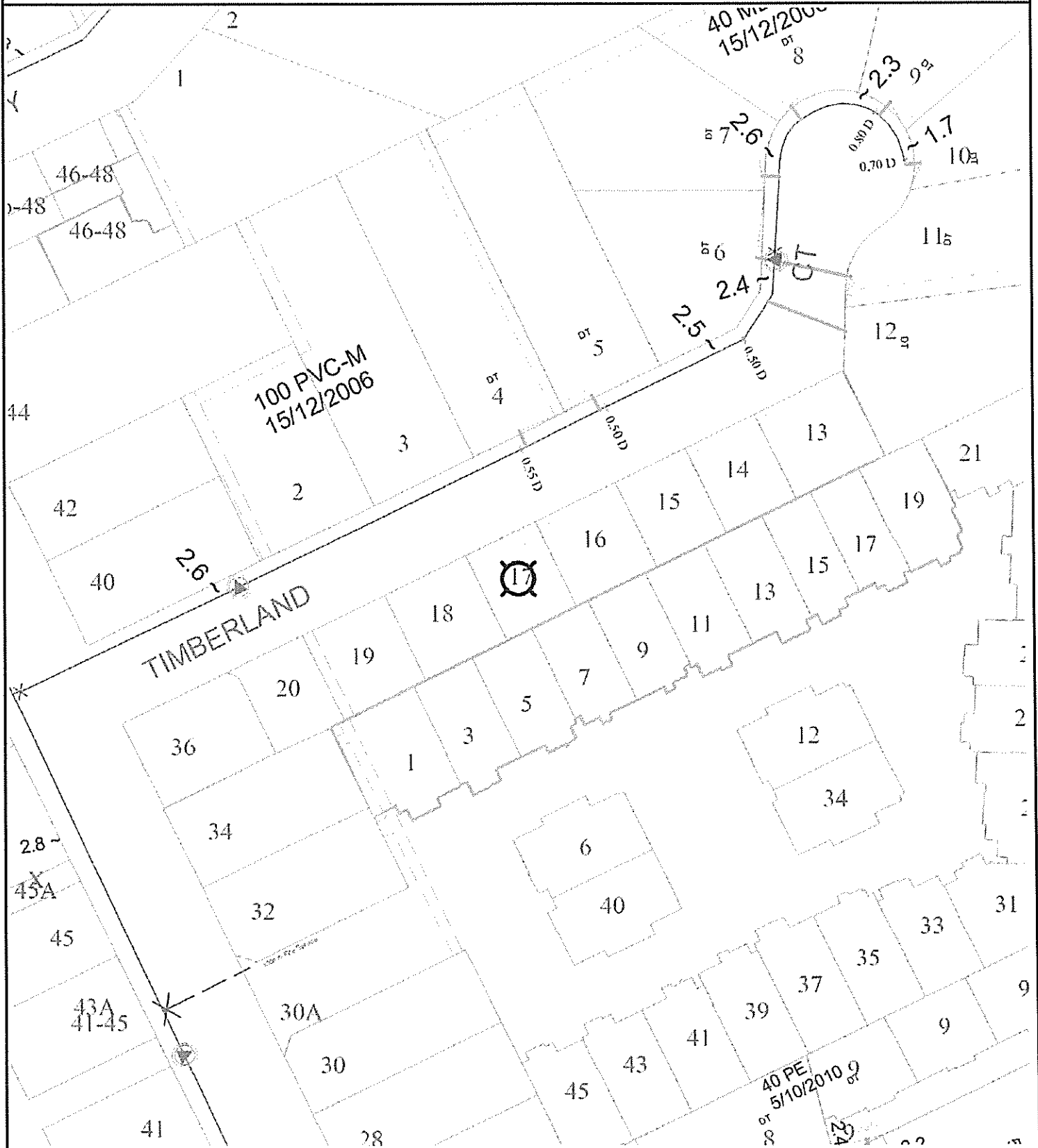
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

--- Title/Road Boundary
--- Proposed Title/Road
--- Easement



Subject Property
Water Main Valve
Water Main & Services

Hydrant
Fireplug/Washout
~ 1.0 Offset from Boundary

ASSET INFORMATION - RECYCLED WATER

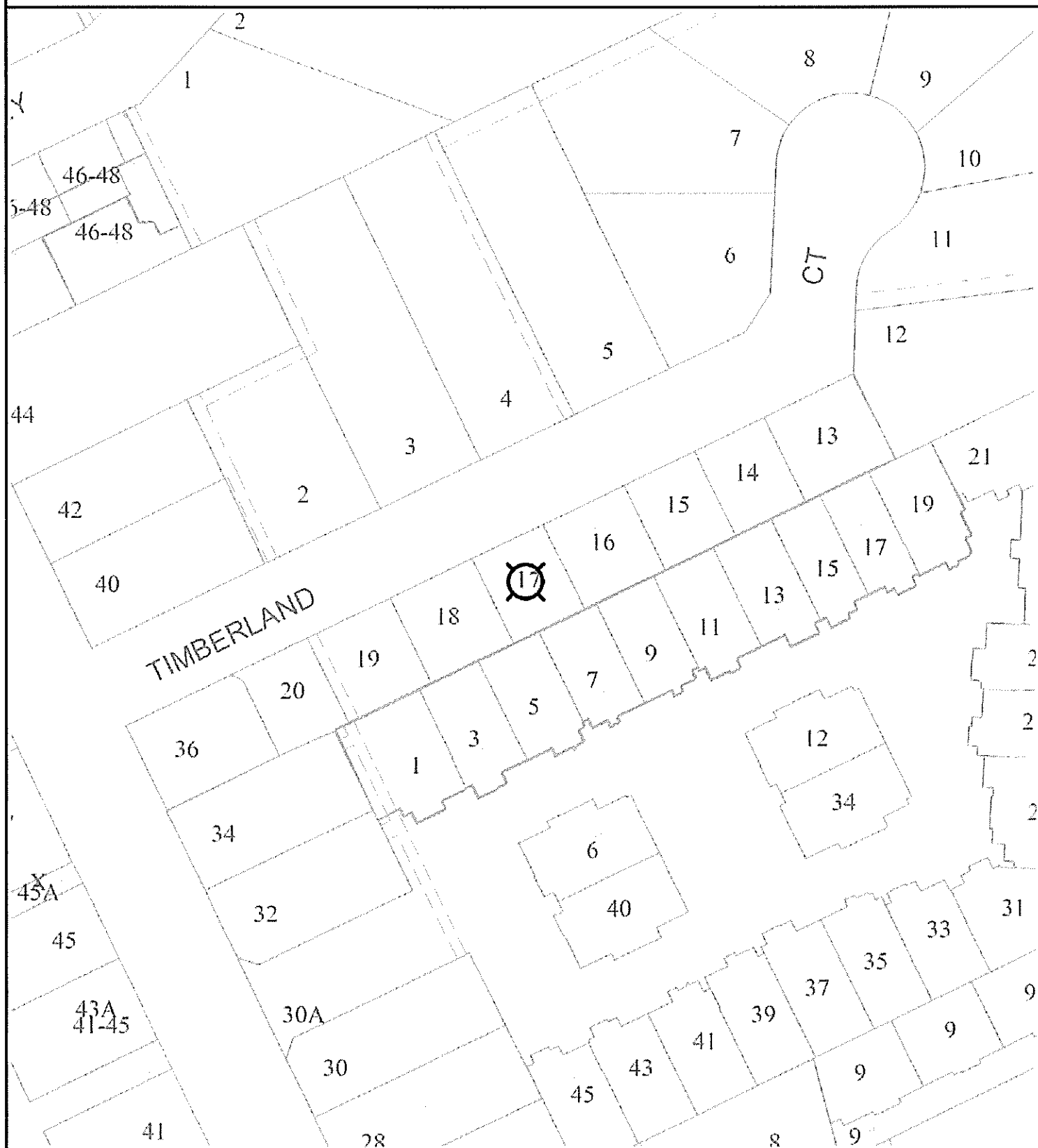
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 5 17 TIMBERLAND COURT LONGWARRY 3816

Case Number: 48754015



Date: 03MARCH2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

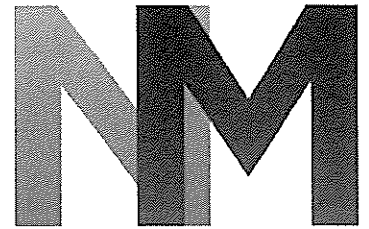
LEGEND

--- Title/Road Boundary
--- Proposed Title/Road
--- Easement



Subject Property
Recycled Water Main Valve
Recycled Water Main & Services

Hydrant
Fireplug/Washout
Offset from Boundary



NELSON McDERMOTT

Application Number: BLD20246576

FORM 2

Building Act 1993
Building Regulations 2018 - Regulation 37(1)

Building Permit No. BS-L 34264/7591342462647
23 October 2024

Issue to

Agent of Owner **Simons Builders Pty Ltd**
Postal Address **PO Box 169 PAKENHAM** Postcode **3810**
Email **jbigotto@simonsbuilders.com.au**
Address for serving or giving of documents: **PO Box 169 PAKENHAM** Postcode **3810**
Contact Person Telephone **03 5940 1086**
Mobile

Ownership Details

Owner **LID Engineering Pty Ltd**
Postal Address **333 Belgrave-Gembrook Road EMERALD** Postcode **3782**
Email **mfox@foxcorpaustralia.com.au** Mobile **0400369018**
Contact Person **LID Engineering Pty Ltd** Telephone

Property Details

Number **17** Street **Timberland Court** Suburb **LONGWARRY** Postcode **3816**
Lot/s **5** LP/PS **914156W** Volume **12558** Folio **595**
Crown allotment Section Parish County
Municipal District **Baw Baw Shire**

Builder

Name **Simons Builders Pty Ltd** Telephone **5940 1086**
Mobile
Address **PO Box 169 PAKENHAM** Postcode **3810**
This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit.

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Peter Evans	Builder	DB-U 7022

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

Name	Category/class	Registration Number
Taylor Crameri	Civil Engineer	PE0003614
Stuart Coleman	Drafting	DP-AD 67297

Details of Domestic Building Work Insurance

Office

Tenancy 104 Postal Address Phone: 1300 799 543
80 Monash Drive, PO Box 419 Fax: 03 99 23 2759
Dandenong South VIC Hampton Park VIC 3976 ABN 15844 704 596 www.nelsonmcdermott.com.au
3175

The issuer or provider of the required insurance policy is: **VMIA**
Insurance policy number : **C915115**
Insurance policy date : **20/09/2024**

Details of Relevant Planning Permit

Planning Permit #: **PLA0027/22**

Date of grant of Planning Permit: **25 August 2022**

Nature of Building Work

B/V S/S Dwelling & garage

Storeys contains: **1**

Does the building work relate to a small second dwelling? **No**

Rise in storeys:

Effective height:

Type of construction:

Version of BCA applicable to permit: **2022**

Cost of Building Work: **\$193,000.00**

Total floor area of new building work in m²: **110**

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: **Dwelling**

Class: **1a(a)**

Part of Building: **Garage**

Class: **10a**

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On Or Consented To	Regulation
Baw Baw Shire	Legal Point of Discharge	133

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Piers
2. Pre-slab, waffle
3. Slab Steel
4. Frame
5. Final

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

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

Commencement and Completion

This building work must commence by **23 October 2025**

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

This building work must be completed by **23 October 2026**

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

Relevant Building Surveyor

Name: Arron McDermott

Address: Tenancy 104, 80 Monash Drive, Dandenong South VIC 3175

Email: admin@nelsonmcdermott.com.au

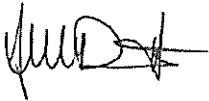
Building practitioner registration no.: BS-L 34264

Municipal District: Baw Baw Shire

Permit no.: BS-L 34264/7591342462647

Date of issue of permit: 23/10/2024

Signature :

**Notes**

- Note 1 Under Regulation 41 the person in charge of carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and the date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies.
- Note 2 Under Regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of The Building Act 1993.

Annexures 'A'
Conditions of Approval
Building Permit No. BS-L 34264/7591342462647 Issued 23 October 2024

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. Any building works pursuant to this permit shall strictly comply with the Building Regulations 2018 and the Building Act 1993. Before building work has commenced, additional permits or approvals may need to be obtained under other Acts/Regulations.
2. The building contractor 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 NCC - Building Code of Australia & AS codes (current editions) building act & regulations, local by-laws, reporting authorities and town planning requirements.
3. As per Building Regulation 42 of the Building Regulations 2018, a copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which the permit applies:
 - Builder registration number and contact details.
 - Relevant Building Surveyor registration number and contact details
 - Building Permit number and date of issue
4. Approval is conditional upon ensuring that all wet areas are waterproofed in accordance with AS3740 and the NCC BCA 2022.
5. Glazed doors and partitions shall be grade A safety glass to AS1288 (2006). All glazing shall comply with AS 1288. All Windows to comply with AS 2047.
6. Approval is conditional upon providing sanitary facilities with lift off hinges (where required)
7. The design of roof trusses, their configuration and position shall be prepared using recognized design packages and details to be submitted to Nelson McDermott Pty Ltd prior to frame inspection.
8. Smoke alarms to comply with AS3786 and be hard wired to mains power and interconnected. Smoke Detectors to be no less than 300mm from walls, doorways and bulkheads
9. Barriers to prevent falls to be at least 1000mm above landings and 865mm above the nosings of treads. Maximum 125mm spacing between balustrades
10. Stair flight riser heights to steps to not exceed 190mm and going length for treads to be at least 240mm. Non-slip finishes to be provided to all steps, ramps and landings.
11. No portion of new building works to encroach allotment boundaries (including public precautions to Reg 116 without consent & report of Council)
12. Boundary fences must not be removed without consultation with the owners of the affected adjoining properties in accordance with the Fencing Act 1968.
13. All requirements specified in the project's energy efficiency report must be implemented.
14. All mandatory inspections must be approved before works may continue.
15. Approval is conditional upon complying with all Town Planning Permit requirements and Conditions.
16. Approval is conditional upon complying with all Council Drainage requirements.
17. Any openable windows below 1000mm FFL must be restricted to 125mm opening max. Any windows in bedrooms less than 1700mm FFL, must be restricted 125mm opening max or where a screen is provided, the screen must resist an outward horizontal action of 250N against the window restrained by the screen protecting the opening and have a child resistant mechanism able to be removed, unlocked or overridden.
18. Termite protection, in accordance with AS3660.1, to be provided to protect primary building elements of the new works.

A durable notice must be permanently fixed to the building in a prominent location, such as in a meter box or the like, indicating –

 - i) The method of protection; and
 - ii) The date of installation of the system; and
 - iii) Where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and
 - iv) The installer's or manufacturer's recommendations for the scope and frequency of future inspections for termite activity
19. Prior to the issue of an Occupancy Permit, a certified survey plan, showing finished floor levels (as constructed) reduced to the Australian Height Datum, must be submitted to Melbourne Water to demonstrate that the floor levels have been

constructed in accordance with Melbourne Water's requirements.

20. Roof truss, floor joist and wall frame design and computations, where applicable, are to be forwarded to this office prior to the frame inspection being carried out.
21. All bedroom windows that are 2 metres or more above the surface beneath are required to be restricted to a maximum opening of 125mm to prevent a child falling through this opening as per Clause D2.24 of BCA Volume One & Clause 3.9.2.5 of BCA Volume Two.
22. A continuous handrail is to be provided for the full length of the flight or ramp where the change in floor level is 1000mm or greater.
23. The hand rail is to have no obstruction on or above them that will tend to break a handhold, except for newel posts, ball type stanchions, or the like.

BP No. : 7591342462647 23/10/2024
Arron McDermott BS-L 34264



HIA INSURANCE SERVICES PTY LTD
Level 4, Botanicca Building 8 584 Swan Street
Burnley VIC 3121
hiainsurance.com.au
1800 633 467

Domestic Building Insurance

Certificate of Insurance

LID Engineering P/L as trustee for the LID Engineering Trust
333 Belgrave-Gembrook Rd
EMERALD
VIC 3782

Policy Number:
C915115

Policy Inception Date:
20/09/2024

Builder Account Number:
013717

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**
At the property: **Lot 5, 17 Timberland Ct LONGWARRY VIC 3816 Australia**
Carried out by the builder: **SIMONS BUILDERS PTY LTD**
Builder ACN: **006467545**

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

For the building owner(s): **LID Engineering P/L as trustee for the LID Engineering Trust**

Pursuant to a domestic building contract dated: **22/08/2024**

For the contract price of: **\$ 193,000.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

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

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



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.



Victorian Managed Insurance Authority
ABN 39 692 497 641
PO Box 18409, Collins Street East Victoria 3003
P: 1300 363 424

Issued by Victorian Managed Insurance Authority

PROJECT BUILDING SPECIFICATIONS

SITE NO: LOT 5 STREET NAME: TIMBERLAND COURT

SUBURB: LONGWARRY POSTCODE: 3816

PROJECT: DWELLING & GARAGE

BUILDER: SIMONS BUILDERS PTY. LTD. (ACN 006 467 545)
P.O. BOX 169
PAKENHAM 3810 PHONE NO: 5940 1086

These are the specifications to be used in the construction of a building and shall be taken as being generally applicable to the accompanying drawings and other documents forming part of the building agreement or contract. The specifications specify finishes and/or materials to be used in the construction of a building. **Both parties must initial any amendments.** Alternatively, a Variation Form listing the cost (if any) of each variation will be provided by the Builder for signing by the Purchaser.

All works shall comply with Building Regulations and local authority requirements. Where in addition to works referred to herein any further work/s required by local authority then, such work/s will be at the Owner's expense in accordance with the Building Agreement.

Access - It is the Owner's responsibility to ensure the house site is accessible to all vehicles in all weather conditions.

Water, gas and Electricity supply - It is the Purchaser's responsibility to ensure that these services are available adjacent to the allotment for the Builder to carry out the building works.

The Purchaser shall pay All telephone connection fees.

Extra work that may need to be carried out with regard to the use of concrete pumps/cranes will be at the Builder's expense and prior approval.

SIGNATURES:

Purchaser/s

Builder

Witness

Witness

Date

Date

PROJECT SPECIFICATIONS
DETAILED REQUIREMENTS

Page 3

CLEARING AND GRADING OF SITE

- (A) CLEARING OF SITE BY BUILDER
 - (B) GRADING OF SITE BY BUILDER
- THE REMOVAL OF TREES WILL BE AN ADDITION TO THE CONTRACT PRICE

EXCAVATIONS - ROCK AND/OR SURPLUS SOIL

- (A) ROCK ENCOUNTERED DURING EXCAVATION WORKS WILL BE REMOVED FROM SITE BY THE BUILDER AND CHARGED TO THE OWNER AT \$200-00 PER M3
ROCK SHALL BE TAKEN TO MEAN ANY HARD MATERIAL WHICH IN THE OPINION OF THE BUILDER MUST BE BROKEN UP BY PNEUMATIC TOOLS/HAMMERS, ETC.
- (B) SURPLUS SOIL SPREAD ON SITE BY BUILDER AT COMPLETION

IF BY EXCAVATION OF THE ALLOTMENT THE LOCAL AUTHORITY REQUIRES RETAINING WALLS AND/OR AGRICULTURAL DRAINS TO BE CONSTRUCTED (TO PROTECT ADJOINING PROPERTIES), THEN THESE ITEMS WILL BE AN ADDITION TO THE CONTRACT PRICE.

FOOTINGS

- (A) FOUNDATION CLASSIFICATION (AS PER RESIDENTIAL SLABS & FOOTINGS CODE AS2870)
- (B) SLAB ON GROUND (WAFFLE POD)

TERRACES AND PORCHES

- (A) FRONT PORCH/TERRACE - CONCRETE
- (B) REAR PORCH/TERRACE - CONCRETE

SHOWER RECESS BASE

TYPE OF FINISH: POLYMARBLE - WHITE MINIMUM SIZE 900MM X 900MM

DOOR THRESHOLDS

TIMBER

PAVING

CONCRETE DRIVEWAY TO GARAGE & PATH TO FRONT PORCH AS PER PLAN

BRICKWORK OR CONCRETE MASONRY BLOCKWORK

GENERAL WALLING (ABOVE BASE) - BRICK VENEER

SPECIAL JOINTING

COLOUR - N/A TYPE - DEEP

TERMITE PROOFING

- (A) TERMITE STRIPS AND TERMITE CAPS - NOT REQUIRED
- (B) CHEMICAL BARRIER TREATMENT - IF REQUIRED BY LOCAL COUNCIL

WINDOW SILLS

BRICK ON EDGE

Initials of Purchaser/s-----

Initials of Builder-----

PROJECT SPECIFICATIONS

Page 4

DETAILED REQUIREMENTS**TIMBER FRAMING SPECIFICATION**

MEMBER	STRESS GRADE	SIZE	MAXIMUM SPACING	MAXIMUM SPAN
BEARERS	---			
FLOOR JOISTS	---			
U/FLOOR JOISTS	---			
TOP PLATES	F5	90X35		
BOTTOM PLATES	F5	90X35		
STUDS	F5	90X35	600MM	
JAMB STUDS	F5	90X35		
LINTELS				OPENINGS UP TO: FROM 1500 TO 1800 FROM 1800 TO 2700
	F8	200X50		
	F17	245X45		
NOGGINS	F5	70X35		
BRACING	STEEL			
CEILING JOISTS	F8	100X38	600MM	
HANGING BEAMS				SPANS UP TO: FROM 2100 TO 3900 FROM 3900 TO 4500
	F8	200X38		
		250X38		
RAFTERS	F8	125X38	600MM	
UNDERPURLINS	F8	100X75		
STRUTS	F8	100X50		
RIDGES	F8	175X38		
HIPS	F8	175X38		
COLLAR TIES	F8	75X38	1.2M	
SPECIAL MEMBERS				
FASCIA	F7	200X38		

TRUSSES AS PER THE PLANS

Initials of Purchaser/s-----

Initials of Builder-----

PROJECT SPECIFICATIONS

Page 5

DETAILED REQUIREMENTS

FLOORING

GROUND FLOOR - CONCRETE SLAB (WAFFLE POD)

INSULATION AND SARKING FOR WALLS (SEE ALSO ROOFING)

- (A) INSULATION
TYPE - DOUBLE SIDED INSULATION FOIL
EXTENT - EXTERNAL WALLS
MANUFACTURER - NEOFOIL OR SIMILAR
- (B) SARKING - NOT REQUIRED

STEPS EXTERNAL (IF APPLICABLE)

- (A) FRONT - CONCRETE
- (B) REAR - CONCRETE
- (C) OTHERS - CONCRETE

JOINERY

EXTERNAL DOORS

- (A) MAIN ENTRANCE DOOR - 820X2040 AS SELECTED BY BUILDER PER PLAN SPEC'S
- (B) REAR ENTRANCE DOOR - 820X2040 AS SELECTED BY BUILDER PER PLAN SPEC'S

INTERNAL DOORS

TYPE AND FINISH: FLUSH 2040 X 820 X 35- UNLESS OTHERWISE SPECIFIED ON PLAN

WINDOWS

TYPE: SELECTED ALUMINIUM SLIDING/AWNING - A & L WINDOWS OR SIMILAR

ARCHITRAVES

TYPE: SINGLE BEVEL SIZE: 67 X 18MM TIMBER SPECIES: CUSTOMWOOD

SKIRTING

TYPE: SINGLE BEVEL SIZE: 67 X 18MM TIMBER SPECIES: CUSTOMWOOD
TILED TO ENSUITE, BATHROOM, TOILET & LAUNDRY

KITCHEN CUPBOARDS

LAMINATED CUPBOARDS - ROLLED EDGES - LAYOUT ON PLAN NOT TO EXACT SCALE - REFER CABINETMAKER FOR EXTENT.

LAMINATED BATHROOM & ENSUITE CABINETS

DISHWASHER SPACE - REQUIRED

FENCING

TYPE: TIMBER PALING OPEN STYLE (AS REQUIRED BY PLANNING PERMIT) APPROX. HEIGHT: 1800

LOCATION: HALF SHARE OF REAR BOUNDARY ONLY & TWO SIDE BOUNDARIES TO HOUSELINE. IF FENCING IS ERECTED THEN NO REBATES OR ALLOWANCES WILL BE GIVEN.

NOTE: IF FOR ANY REASON FENCING IS NOT ERECTED PRIOR TO SETTLEMENT THEN FENCING SHALL BE DELETED FROM THE CONTRACT AND THE CONTRACT ADJUSTED ACCORDINGLY BY THE VENDOR CREDITING TO THE PURCHASER AN AMOUNT EQUAL TO THE VENDORS COST OF FENCING.

ROOFING

CONCRETE TILE

- (A) SARKING -NOT REQUIRED
- (B) INSULATION - CEILING BATTS

Initials of Purchaser/s-----

Initials of Builder-----

PROJECT SPECIFICATIONS

Page 6

DETAILED REQUIREMENTS

PLUMBING

WATER SUPPLY

- (A) MELBOURNE WATER OR LOCAL AUTHORITY'S MAIN
AVAILABLE AT SITE
- (B) TANK SERVICE - NOT REQUIRED

HOT WATER SERVICE INSTALLATION

TYPE - GAS EXTERNAL
MANUFACTURER - HARDIE DUX OR SIMILAR
CAPACITY - 26 LITRES INSTANTANEOUS

FITTINGS AND TAPS

STANDARD BUILDER'S SUPPLY TO ALL PLUMBING OUTLETS -
CHROME FLICKMIXERS THROUGHOUT
DISHWASHER CONNECTION - REQUIRED

EAVES GUTTERS (SPOUTING)

TYPE: QUAD SIZE: 100 X 75MM
COLOURBOND

FASCIA

TYPE: METAL - COLOURBOND SIZE: 190 X 32MM

DOWNPIPES

TYPE: PAINTED/COLOURBOND SIZE: 100 X 50MM NUMBER: AS REQUIRED BY AUTHORITY

SANITARY SERVICES

- (A) SEWER - AVAILABLE
- (B) SEPTIC TANK INSTALLATION - NOT REQUIRED
- (C) PAN CLOSET - NOT REQUIRED

WATER TANK

MIN. 5000 LITRE WATER TANK, 2,000LTR CONNECTED TO SANITARY FLUSHING FACILITIES,
REMAINING 3,000LTR USED AS RETENTION

STORMWATER DRAINS

U.P.V.C.

AGRICULTURAL DRAINAGE

U.P.V.C.

GAS SUPPLY

- (A) REQUIRED (SUPPLIER ORIGIN ENERGY)
- (B) TYPE - MAINS GAS
WHERE MAINS SUPPLY DOES NOT PASS THE SITE, BUT IS
REQUIRED, THE OWNER SHALL ARRANGE FOR THE EXTENSION
OF SUPPLY MAIN TO METER AND SHALL PAY THE COST OF THIS
EXTENSION

Initials of Purchaser/s-----

Initials of Builder-----

PROJECT SPECIFICATIONS

Page 7

DETAILED REQUIREMENTS

ELECTRICITY SUPPLY

AVAILABLE

PHASE - SINGLE

NOTE: IF ELECTRICITY SUPPLY IS NOT AVAILABLE AT THE SITE, BUT IS REQUIRED, THE OWNER SHALL ARRANGE WITH THE ELECTRICITY SUPPLY AUTHORITY FOR THE EXTENSION OF THE AUTHORITY'S ASSETS TO A POINT OF SUPPLY NOMINATED BY THE SUPPLY AUTHORITY AND SHALL PAY THE COSTS OF THIS EXTENSION AS REQUIRED BY THE AUTHORITY.

ELECTRICAL WORK

WIRE TO:

- (A) LIGHT POINTS - APPROX. 17
- (B) SINGLE POWER OUTLETS - APPROX. 3
- (C) DOUBLE POWER OUTLETS - APPROX. 14
- (D) COLOUR OF ACCESSORIES - WHITE
- (E) AIR CONDITIONING - NOT REQUIRED
- (F) HEATING UNIT - REQUIRED
- (G) EXHAUST FAN - BATHROOM & ENSUITE
- (H) MICROWAVE PROVISION & POWERPOINT - REQUIRED
- (I) RANGEHOOD - REQUIRED
- (J) ELECTRIC UNDERBENCH OR WALL OVEN - REQUIRED
- (K) METER BOX - METAL
- (L) DISHWASHER PROVISION & CONNECTIONS - REQUIRED
- (M) OTHER SPECIAL OUTLETS - SMOKE DETECTOR/S AS REQUIRED
- POWER SAFETY SWITCH

FIBROUS PLASTERING AND PLASTERBOARDING

WALL LININGS

PLASTERBOARD

CEILINGS

PLASTERBOARD - FIXED TO JOISTS

CORNICES

STANDARD 50MM

ARCHES SQUARE SET

FLOOR AND WALL COVERINGS

CERAMIC WALL TILING

- (A) METHOD OF FIXING - ADHESIVE
- (B) EXTENT (APPROX):
 - 1. BATHROOM
 - 2. SHOWER RECESS
 - 3. ENSUITE
 - 4. KITCHEN
 - 5. LAUNDRY

CERAMIC FLOOR COVERING - FROM BUILDER'S RANGE

- (A) METHOD OF FIXING - ADHESIVE
- (B) EXTENT - ENTRY, LIVING, MEALS, KITCHEN, DOWN HALLWAY TO LINEN, POWDER, LAUNDRY, BATH & ENSUITE

CARPET AND OTHER FLOOR FINISHES

(FROM BUILDER'S RANGE) REST OF HOUSE

UNDERLAY - STANDARD

Initials of Purchaser/s-----

Initials of Builder-----

DETAILED REQUIREMENTS

PAINTING AND FINISHING

EXTERIOR FINISHES

- (A) TIMBER
TYPE OF FINISH: ACRYLIC LOW SHEEN - SOLID COLOUR
2 COATS ONLY FROM BUILDER'S RANGE
- (B) EAVES LININGS, CEMENT SHEET PAINTED
- (C) BRICKWORK - UNPAINTED
- (D) P.V.C. - PAINTED

INTERIOR FINISHES

- (A) TIMBER & DOORS
TYPE OF FINISH: ACRYLIC GLOSS - 2 COATS ONLY
- (B) WALLS
TYPE OF FINISH: LOW SHEEN WASHABLE, 2 COATS ONLY OF ONE COLOUR
THROUGHOUT FROM BUILDER'S RANGE OF COLOURS
- (C) CEILINGS, ACRYLIC
- (D) BRICKWORK
UNPAINTED

OTHER SPECIAL REQUIREMENTS

GARAGE/CARPORT

SINGLE GARAGE WITH SINGLE PANELIFT DOOR WITH REMOTE CONTROL & 2 HANDSETS, ONE PERSONAL ACCESS DOOR.

SCHEDULE OF FITTINGS

THE FOLLOWING ITEMS SHALL BE INCLUDED IN THE CONTRACT SUM AND SHALL BE SUPPLIED AND INSTALLED BY THE BUILDER. WHERE ANY ITEM INCLUDED IN THIS SCHEDULE IS TO BE SUPPLIED BY THE OWNER, IT SHALL BE MARKED "OWNER PROVIDES" AND SHALL BE FITTED BY THE BUILDER UNLESS OTHERWISE STATED.

Initials of Purchaser/s-----

Initials of Builder-----

SCHEDULE OF FITTINGS

NOTE: ALL FITTINGS AND APPLIANCES (INCLUDING MODEL AND COLOUR) ARE DETERMINED BY THE BUILDER, UNLESS OTHERWISE SPECIFIED IN THE CONTRACT HEREINBEFORE REFERRED TO.

ITEM: DESCRIPTION (SEE NOTE ABOVE) SUBJECT TO MODEL AVAILABILITY WHEN CALLED UP BY THE BUILDER

BATH	STIRLING WHITE PORCELAIN STANDARD OR SIMILAR 1500MM
SINK	LAKELAND 1-1/2 BOWL SS SINK OR SIMILAR
BASIN/S	IMPERIALWARE WHITE PORCELAIN OR SIMILAR
WASH TROUGH	GLO-TUB 45 LITRE WHITE OR SIMILAR
TOILET SUITE/S (COMPLETE)	WHITE PORCELAIN - UNISET WHITE PLASTIC CISTERN/S STYLUS OR SIMILAR
COOKER (RANGE)	ELECTRIC WESTINGHOUSE 900MM UNDERBENCH OVEN S/STEEL & GAS S/STEEL WESTINGHOUSE SQUARE 900MM HOTPLATE OR SIMILAR
RANGEHOOD	WESTINGHOUSE/STEEL 900MM SLIDE OUT OR SIMILAR
DISHWASHER	ESATTTO STAINLESS STEEL OR SIMILAR
HEATING DUCTED	BRIVIS OR SIMILAR FROM BUILDERS RANGE
SHOWER SCREEN AND/OR DOOR	CLEAR TOUGHENED OR SIMILAR WITH CHROME PIVOT DOOR (ONLY IF SUFFICIENT SPACE AVAILABLE)
SOAP HOLDERS	NICHES IN SHOWER RECESSES IF ALLOWABLE
LOCKS, PULLS, CATCHES AND FURNITURE (DOORS AND WARDROBES)	GAINSBOROUGH 300 SERIES BC OR SIMILAR
OTHER ITEMS	MIRRORS TO ENSUITE AND BATHROOM- (FROM BUILDER'S RANGE) FRONT & REAR GARDEN TAPS DATA POINT (LOCATION TO BE DECIDED BY BUILDER), TOWEL RAILS, READY MADE ROLLER BLINDS TO CLEAR WINDOWS, FLY-SCREENS, LETTERBOX, CLOTHESLINE, TURF TO FRONT, GRAVEL TO REAR & SIDES

Initials of Purchaser/s-----

Initials of Builder-----

BAW BAW SHIRE COUNCIL
PLANNING
PERMIT

Permit No: PLA0027/22
Planning Scheme: Baw Baw Planning Scheme
Responsible Authority: Baw Baw Shire Council

ADDRESS OF THE LAND: 36 Princes Avenue LONGWARRY VIC 3816
V 8933 F 344 Lot 1 LP 82701 Drouin West Parish

THE PERMIT ALLOWS: Development of the land for 9 dwellings including retention of the existing dwelling

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. The plans must be generally in accordance with the plans submitted with the application drawn by LONGVUE DESIGN AND BUILD dated 03/02/22, Revision A Job No. 21-0017 Sheet No 02 of 12 to 10 of 12, but modified to show:
 - a. The finished floor levels of the dwellings and garages to comply with Melbourne Water's requirements, as set out in Conditions 25 and 26.
 - b. Natural and Finished Ground Level and dimensions of any cut or fill on each elevation.
 - c. Wall height and maximum building heights of each dwelling from Natural Ground Level on all elevations.
 - d. A habitable room windows treated in accordance with the requirements of Standard B22.
 - e. All bedrooms to have a minimum internal dimension of 3 metres an area in addition to the minimum internal room dimensions to accommodate a wardrobe.
 - f. Deletion of the notation of visitor Car Parking at the front of double garages.
 - g. Corner splay or area at least 50 per cent clear of visual obstructions extending at least 2 metres along the frontage road from the edge of each crossover and 2.5 metres along the frontage. The area must be clear of visual obstructions landscaping in those areas must be less than 900mm in height.

BAW BAW SHIRE COUNCIL

PLANNING PERMIT

Permit No:

PLA0027/22

Planning Scheme:

Baw Baw Planning Scheme

Responsible Authority:

Baw Baw Shire Council

- h. Notation relating to crossovers removed from the plans and replaced with notation stating that crossovers are to be constructed to the satisfaction of the Responsible Authority.
- i. A Landscape Plan as required by Condition 5.
- j. A Tree Protection Plan as required by Condition 8.

LAYOUT NOT ALTERED

- 2 The layout of the development as shown on the endorsed plans must not be altered without the written consent of the responsible authority.
- 3 The approved development, including the materials of construction, on the endorsed plans must not be altered or modified without the written consent of the Responsible Authority.
- 4 Prior to the occupation of a dwelling, external finishes must be completed to a professional standard to the satisfaction of the Responsible Authority.

LANDSCAPING

- 5 Before the development starts, a landscape plan prepared by a person suitably qualified or experienced in landscape design to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions. The plan must show:
 - a. A survey (including botanical names) of all existing vegetation to be retained and/or removed.
 - b. Buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary.
 - c. Details of surface finishes of pathways and driveways.
 - d. A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant.
 - e. Landscaping and planting within all open areas of the site.
 - f. A minimum of one native canopy tree (minimum two metres tall when planted) within the frontage of each dwelling.
 - g. Any changes in response to Condition 1.

BAW BAW SHIRE COUNCIL

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Responsible Authority:

Baw Baw Shire Council

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

Landscaping must demonstrate the use of sustainable practices and if irrigation is to be provided it must not use potable water. No tree planting is to be undertaken within any easement.

- 6 All disturbed surfaces on the land resulting from the development must be revegetated and stabilised to the satisfaction of the Responsible Authority.
- 7 Within 6 months of the practical completion of the development (or other time agreed to in writing by the Responsible Authority), the landscaping works shown on the endorsed plans must be carried out and completed, to the satisfaction of the Responsible Authority.

TREE PROTECTION PLAN

- 8 Prior to the endorsement of plans, a Tree Protection Plan for the entire development area must be submitted and approved by the responsible authority. Once approved, the plan will be endorsed and form part of this permit. The plan must be drawn to scale with dimensions and an electronic copy must be provided. The plan must be prepared by an arborist who is suitably qualified and experienced (AQF level 5 or above). The plan must include:
 - a. All trees numbered in accordance with the Arboricultural Impact Assessment (Tree Space Solutions Pty Ltd, Dated 4 February 2022).
 - b. Trees to be retained and their Tree Protection Zone.
 - c. Tree Protection Zone encroachment percentage for each tree on adjacent property including the road reserve.
 - d. Development requirements for reducing impact to trees on adjacent property and within Council's Road Reserve, including construction methodologies and arborist supervision.
 - e. Requirements for qualified (AQF Level 5 or above) Arborist supervision during construction.
 - f. Sensitive & Non-Destructive Digging not be performed until arborist is satisfied the risk of root damage has passed.
 - g. Management of tree roots encountered during excavation.
 - h. Any other detail as required by the responsible authority.
 - i. Construction methods proposed to ensure the viability of Tree 16.

Date Issued: 25 August 2022

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Lana Horn
Signature for the Responsible Authority

BAW BAW SHIRE COUNCIL

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Planning Scheme:

Baw Baw Planning Scheme

Responsible Authority:

Baw Baw Shire Council

- j. A notation identifying the removal by Council of trees 17 and 18 as identified in the report by Tree Space Solutions Pty Ltd, Dated 4 February 2022.
- 9 The Developer must take all reasonable measures to protect any street trees to be retained, including the root zone, in or adjacent to the work area and must not remove any existing street tree unless prior authorisation has been obtained from Council.
- 10 Prior to commencement of any building or demolition works on the land, Tree Protection Zones (TPZs) must be established on the subject site and particularly for the Hakea trees within the road reserve and maintained during, and until completion of, all buildings and works including landscaping to the satisfaction of the Responsible Authority.
- 11 Tree Protection Zone measures are to be established around all street trees to be retained in accordance with Australian Standard 4970-2009 and are to include the following:
- a. Erection of solid chain mesh or similar type fencing at a minimum height of 1.8 metres in height held in place with concrete feet.
 - b. Signage placed around the outer edge of perimeter the fencing identifying the area as a TPZ. The signage should be visible from within the development, with the lettering complying with AS 1319.
 - c. Mulch across the surface of the TPZ to a depth of 100 millimetres and undertake supplementary provide watering/irrigation within the TPZ, prior and during any works performed.
 - d. No excavation, constructions works or activities, grade changes, surface treatments or storage of materials of any kind are permitted within the TPZ unless otherwise approved within this permit or further approved in writing by the Responsible Authority.
 - e. All supports and bracing should be outside the TPZ and any excavation for supports or bracing should avoid damaging roots where possible.
 - f. No trenching is allowed within the TPZ for the installation of utility services unless tree sensitive installation methods such as boring have been approved by the Responsible Authority.
 - g. Where construction is approved within the TPZ, fencing and mulching should be placed at the outer point of the construction area.

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Lana Horn
Signature for the Responsible Authority

BAW BAW SHIRE COUNCIL

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Baw Baw Planning Scheme

Responsible Authority:

Baw Baw Shire Council

- h. Where there are approved works within the TPZ, it may only be reduced to the required amount by an authorized person only during approved construction within the TPZ and must be restored in accordance with the above requirements at all other times.

ENGINEERING

- 12 All works where Council is the Responsible Authority must be designed and constructed in accordance with Council's Infrastructure Design Manual (IDM) requirements, procedures and guidelines as applicable to urban developments and the plans and specifications approved by the Responsible Authority.
- 13 Prior to carrying out any works within the Council Roads road reserve, the Developer must obtain a "Works Within Road Reserve Permit" from Council.
- 14 Prior to endorsement of plans, a Storm Water Management Plan must be submitted to and endorsed by the Responsible Authority. The plan must be in accordance with the IDM and current Council Design Guidelines, and include:
- a. Details of how the developed land is to be drained and/or retarded to predevelopment flow rate to an event up to 1% AEP.
 - b. Computations for the existing and proposed drainage to the satisfaction of the Responsible Authority showing that stormwater discharge is not increased by the proposed development in 1% AEP event, this includes the management of existing flood storage and post development flows.
 - c. Identify all overland flow pathways to be activated in 1% AEP events and demonstrate that these pathways have sufficient capacity to convey all excess runoff (gap flows) once the capacity of the minor drainage system has been fully mobilised.
 - d. Detail the post development flood levels and finished floor levels with freeboard requirement.
 - e. Demonstrate that the flows from external catchments are safely conveyed through the development.
 - f. Provide storm water treatment which satisfies the objectives of "Best Practice Environmental Management Guidelines" (CSIRO 1999) to reduce or retain in total 80% of suspended solids, 45% phosphorus, 45% nitrogen; and 70% litter/gross pollutants larger than 5mm" to the satisfaction of the Responsible Authority.

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Lana Horn
Signature for the Responsible Authority

BAW BAW SHIRE COUNCIL

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Planning Scheme:

Baw Baw Planning Scheme

Responsible Authority:

Baw Baw Shire Council

- 15 Prior to commencement of work on site, engineering plans and calculations, prepared by a suitably qualified person to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The plans must:
- Show all crossings, driveways access to all dwellings with dimensions.
 - Show garages/carports spaces with dimensions.
 - Provide a foot path along the Timberland Court to serve pedestrian from dwellings to enter in to the Princes Avenue footpath.
 - Provide a property connection for the development
 - Show the location and extent of all drainage works associated with the development including any drainage works and easements required both within and beyond the boundaries of the land. stormwater runoff from the impervious areas must be properly collected on site and connected to legal point of discharge.
 - Prevent overland flows from having a detrimental effect on the environment or adjoining properties.
 - Provide an appropriate on-site storm water detention system for each lot to limit runoff to 1% AEP events.
 - Provide storm water treatment which satisfies the objectives of "Best Practice Environmental Management Guidelines" (CSIRO 1999) to reduce or retain in total 80% of suspended solids, 45% phosphorus, 45% nitrogen; and 70% litter/gross pollutants larger than 5mm" to the satisfaction of the Responsible Authority.
- 16 Prior to issue of Letter of Practical Completion, all works shown on the approved engineering plans must be constructed in accordance with those plans to the satisfaction of the Responsible Authority unless agreed otherwise by Council.
- 17 Prior to the issue of a Letter of Practical Completion or prior to the Certificate of Occupancy, whichever comes first, all drainage works including detention systems, all vehicular crossings and entrances to the land must be constructed or upgraded to Council's satisfaction, in accordance with Council's Infrastructure Design Manual standard drawings for vehicular crossings. Satisfactory clearance must be provided to any sideentry pit, culvert headwalls, power or telecommunications pole, manhole cover or marker, or street tree. Any relocation, alteration or replacement required must be in accordance with the requirements of the relevant Authority and redundant

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Lana Horn
Signature for the Responsible Authority

BAW BAW SHIRE COUNCIL

PLANNING

PERMIT

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Baw Baw Planning Scheme

Responsible Authority:

Baw Baw Shire Council

crossings must be removed and kerb and channel and nature strip made good all at the applicant's expense.

- 18 Prior to the issue of a Letter of Practical Completion and prior to Certificate of Occupancy or use of the dwellings hereby approved under this permit, the Developer must repair any damage to Council infrastructure as directed by the Responsible Authority which can reasonably be determined to have occurred as a result of the Developer's works unless such damage was identified by the Developer and reported to Council in writing prior to commencement of works.
- 19 Within 14 days of the completion of the works, the Developer must request a Council inspection and obtain a Letter of Practical Completion from Council for the storm water detention and treatment works and any works within the road reserve.

DEVELOPMENT

- 20 Before the occupation of the dwellings, a development contribution levy must be paid to the Responsible Authority in accordance with the provisions of the Baw Baw Planning Scheme Development Contributions Plan Overlay.

AMENITY DURING CONSTRUCTION

- 21 Construction activities must be managed so that the amenity of the area is not detrimentally affected through the:
 - a. Transport of materials, goods or commodities to or from the land.
 - b. Inappropriate storage of any works or construction materials.
 - c. Hours of construction activity.
 - d. Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste and storm water runoff, waste products, grit or oil.
- 22 Upon completion of the buildings and works, the site must be cleared of all excess and unused building materials and debris to the satisfaction of the Responsible Authority.
- 23 All pipes, fixtures, fittings and vents servicing any building on site must be concealed in service ducts or otherwise hidden from view to the satisfaction of the Responsible Authority

MELBOURNE WATER

- 24 Prior to the development plans being endorsed, amended plans must be submitted to Council and Melbourne Water addressing Melbourne Water's conditions. Plans must

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Lana Horn
Signature for the Responsible Authority

BAW BAW SHIRE COUNCIL PLANNING PERMIT

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Baw Baw Shire Council

be submitted with ground and floor levels to Australian Height Datum (AHD) and must be amended as follows:

- a. Floor levels of the dwellings amended to meet Melbourne Water's minimum floor level requirements.
- 25 The dwellings must be constructed with finished floor levels set a minimum of 600mm above the applicable flood level. The minimum floor levels that must be achieved for each of the dwellings are as follows:
- Residence 2: 43.21 metres to AHD
 - Residence 3: 43.22 metres to AHD
 - Residence 4: 43.23 metres to AHD
 - Residence 5: 43.24 metres to AHD
 - Residence 6: 43.32 metres to AHD
 - Residence 7: 43.35 metres to AHD
 - Residence 8: 43.38 metres to AHD
 - Residence 9: 43.45 metres to AHD
- 26 The garages must be constructed with finished floor levels set no lower than the applicable flood level. The minimum floor levels that must be achieved for each of the garages are as follows:
- Residence 2: 42.61 metres to AHD
 - Residence 3: 42.62 metres to AHD
 - Residence 4: 42.63 metres to AHD
 - Residence 5: 42.64 metres to AHD
 - Residence 6: 42.72 metres to AHD
 - Residence 7: 42.75 metres to AHD
 - Residence 8: 42.78 metres to AHD
 - Residence 9: 42.85 metres to AHD
- 27 Prior to the issue of an Occupancy Permit, a certified survey plan, showing finished floor levels (as constructed) reduced to the Australian Height Datum, must be submitted to Melbourne Water to demonstrate that the floor levels have been constructed in accordance with Melbourne Water's requirements.

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Lana Horn
Signature for the Responsible Authority

BAW BAW SHIRE COUNCIL
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Baw Baw Shire Council

- 28 Imported fill must be kept to a minimum on the property and only be used for the sub floor areas of the dwellings, garages and driveway ramps.
- 29 The open space areas of the property must be retained at the existing natural surface level in order to ensure flood storage is maintained.
- 30 Any new fence must be of an open style of construction to allow for the passage of overland flows.

PERMIT EXPIRY

- 31 This permit will expire if one of the following circumstances applies:
- a. The development does not commence within two (2) years of the date of this permit.
 - b. The development is not completed and within four (4) years of the date of this permit

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six (6) months afterwards if the development has not lawfully commenced prior to the expiry of the permit, or within twelve (12) months afterwards if the development has lawfully commenced prior to the expiry of the permit.

Date Issued: 25 August 2022

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Lana Horn
Signature for the Responsible Authority

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**)

WHEN DOES A PERMIT BEGIN?

A permit operates:

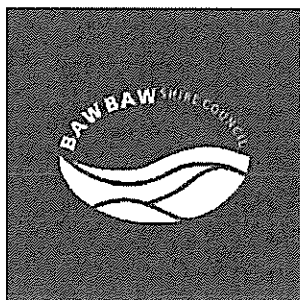
- from the date specified in the permit; or
- if no date is specified, from—
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT REVIEWS?

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



13678
EOT0050/24

Foxcorp Australia Pty Ltd
PO Box 231
BERWICK VIC 3806

Dear Applicant

Permit: PLA0027/22
Proposal: Planning Permit - Extension of Time
Location: V 8933 F 344 Lot 1 LP 82701 Drouin West Parish
36 Princes Avenue LONGWARRY VIC 3816

I refer to the abovementioned Planning Permit and your request to extend the time periods contained within that permit.

Council hereby consent to your request for an extension of time under Section 69(1) of the *Planning and Environment Act 1987*. Accordingly, we have enclosed with this letter a summary of your approved extension and any previous amendments.

Should you have any queries, please do not hesitate to contact Dhvani +61 3 5624 2893

Yours faithfully,

Dhvani Modi
Statutory Planning Officer

-
Baw Baw
Shire Council

-
T +61 3 5624 2411
F +61 3 5622 3654

-
E bawbaw@bawbawshire.vic.gov.au
W bawbawshire.vic.gov.au

-
PO Box 304
Warragul Victoria
3820

THE PERMIT INCORPORATES THE FOLLOWING AMENDMENTS:

Date of amendment	Brief description of amendment
03 October 2024	<p>That the expiry dates of the permit be extended by 2 years pursuant to Section 69(2) of the <i>Planning and Environment Act 1987</i> so that:</p> <ul style="list-style-type: none">• The latest date for commencement of the development is 25 August 2026.• The latest date for completion of the development is 25 August 2028.

BP No. : 7591342462647 23/10/2024
Arron McDermott BS-L 34264

Nationwide House Energy Rating Scheme

NatHERS Certificate No. WE4QBH6SCE-02

Generated on 17 Sep 2024 using FirstRate5: 5.3.2b (3.21)

Property

Address 5, Lot 1 No.36 Princes Avenue, Longwarry, VIC, 3816
Lot/DP -
NCC Class* Class 1a
Type New Home

Plans

Main plan 21-0017 15.12.2023 Rev A
Prepared by Longvue Design & Build

Construction and environment

Assessed floor area (m ²)*	Exposure type
Conditioned* 91.9	suburban
Unconditioned* 23.4	NatHERS climate zone
Total 115.3	62 Moorabbin Airport
Garage 21.3	



Accredited assessor

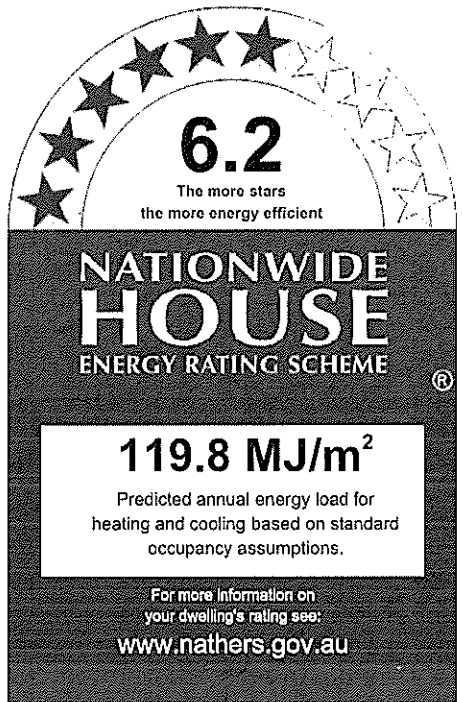
Name Danielle Andreasen
Business name Designing Energy
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Assessor Accrediting Organisation -
Declaration of interest Declaration completed: no conflicts

National Construction Code (NCC) requirements

The NCC's requirements for NatHERS-rated houses are detailed in 3.12.0(a)(i) and 3.12.5 of the NCC Volume Two. For apartments the requirements are detailed in J0.2 and J5 to J8 of the NCC Volume One.

In NCC 2019, these requirements include minimum star ratings and separate heating and cooling load limits that need to be met by buildings and apartments through the NatHERS assessment. Requirements additional to the NatHERS assessment that must also be satisfied include, but are not limited to: insulation installation methods, thermal breaks, building sealing, water heating and pumping, and artificial lighting requirements. The NCC and NatHERS Heating and Cooling Load Limits (Australian Building Codes Board Standard) are available at www.abcb.gov.au.

State and territory variations and additions to the NCC may also apply.



Thermal performance

Heating	Cooling
104.7	15.1
MJ/m ²	MJ/m ²

About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=WE4QBH6SCE-02> When using either link, ensure you are visiting www.FR5.com.au.



* Refer to glossary.



Certificate Check

Ensure the dwelling is designed and then built as per the NatHERS Certificate. While you need to check the accuracy of the whole Certificate, the following spot check covers some important items impacting the dwelling's rating.

Genuine certificate

Does this Certificate match the one available at the web address or QR code in the verification box on the front page?

Does the set of NatHERS-stamped plans for the dwelling have a Certificate number on the stamp that matches this Certificate?

Ceiling penetrations*

Does the 'number' and 'type' of ceiling penetrations (e.g. downlights, exhaust fans, etc) shown on the stamped plans or installed, match what is shown in this Certificate?

Windows

Does the installed window meet the substitution tolerances (SHGC and U-value) and window type, of the window shown on this Certificate? Substituted values must be based on the Australian Fenestration Rating Council (AFRC) protocol.

Apartment entrance doors

Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.

Exposure*

Has the appropriate exposure level (terrain) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".

Provisional* values

Have provisional values been used in the assessment and, if so, noted in "additional notes" below?

Additional Notes

Window and glazed door *type and performance*

Default* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
TIM-002-01 W	Timber B SG Clear	5.4	0.63	0.6	0.66

Custom* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
A&L-003-04 A	Al Sliding Window SG 4Clr	6.11	0.76	0.72	0.8
A&L-002-04 A	Georgian Awning Window SG 4Clr	5.71	0.58	0.55	0.61
A&L-012-04 A	Al Sliding Door SG 4Clr	6.09	0.72	0.68	0.76
A&L-001-04 A	Al Awning SG 4Clr	5.79	0.65	0.62	0.68

Window and glazed door *Schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orientation	Window shading device*
Bed 2	A&L-003-04 A	SW	1800	2170	sliding	35.0	NNW	No
Bed 1	A&L-003-04 A	SW	1200	1810	sliding	45.0	WSW	No

* Refer to glossary.



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NS	A&L-003-04 A	SW	1027	850	sliding	45.0	SSE	No
Ed 3	A&L-002-04 A	AW	1200	1810	awning	20.0	SSE	No
KML	A&L-003-04 A	SW	2057	850	sliding	32.0	ENE	No
KML	A&L-012-04 A	SD	2100	2170	sliding	45.0	ENE	No
KML	A&L-001-04 A	FW	400	1810	fixed	0.0	ENE	No
KML	A&L-003-04 A	SW	1800	2170	sliding	35.0	NNW	No
KML	TIM-002-01 W	FD - 2-D02	2100	820	casement	90.0	NNW	No

Roof window type and performance value

Default* roof windows

				Substitution tolerance ranges	
Window ID	Window description	Maximum U-value*	SHGC*	SHGC lower limit	SHGC upper limit
No Data Available					

Custom* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Roof window schedule

Location	Window ID	Window no.	Opening %	Area (m ²)	Orientation	Outdoor shade	Indoor shade
No Data Available							

Skylight type and performance

Skylight ID	Skylight description
GEN-04-001a	SC: Single Clear

Skylight schedule

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m ²)	Orientation	Outdoor shade	Diffuser	Skylight shaft reflectance
Bath	GEN-04-001a	Element 1	1000	0.4	E	None	No	0.75

External door schedule

Location	Height (mm)	Width (mm)	Opening %	Orientation
Garage	2100	820	100.0	SSE
Garage	2150	3000	100.0	NNW

External wall type

Wall ID	Wall type	Solar absorptance	Wall shade (colour)	Bulk insulation (R-value)	Reflective wall wrap*
1	FR5 - Brick Veneer	0.5	Medium		No
2	FR5 - Brick Veneer	0.5	Medium		No
3	FR5 - Brick Veneer	0.5	Medium	Glass fibre batt: R2.0 (R2.0)	Yes

* Refer to glossary.

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External wall schedule

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Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* maximum projection (mm)	Vertical shading feature (yes/no)
Garage	1	2783	5990	WSW	0	No
Garage	2	2783	1302	SSE	0	Yes
Garage	2	2783	3554	NNW	432	Yes
Bed 2	3	2440	1497	WSW	450	Yes
Bed 2	3	2440	3014	NNW	1202	Yes
Bed 1	3	2440	3281	WSW	0	Yes
Bed 1	3	2440	3471	SSE	0	Yes
ENS	3	2440	2201	SSE	0	Yes
WIR	3	2440	1218	WSW	0	Yes
Bed 3	3	2440	3611	SSE	0	Yes
Bed 3	3	2440	3006	ENE	0	Yes
KML	3	2440	9036	ENE	443	Yes
KML	3	2440	2489	NNW	450	Yes
KML	3	2440	1531	NNW	1206	Yes

Internal wall type

Wall ID	Wall type	Area (m²)	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	34.3	Glass fibre batt: R2.0 (R2.0)
2	FR5 - Internal Plasterboard Stud Wall	77.9	

Floor type

Location	Construction	Area (m²)	Sub-floor ventilation	Added insulation (R-value)	Covering
Garage	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	21.3	Enclosed	R0.0	none
Bed 2	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	10.9	Enclosed	R0.0	Carpet
Bath	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	5	Enclosed	R0.0	Tiles
Ldry	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	3.3	Enclosed	R0.0	Tiles
PDR	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	2.1	Enclosed	R0.0	Tiles
Bed 1	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	12.1	Enclosed	R0.0	Carpet
ENS	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	4.3	Enclosed	R0.0	Tiles
WIR	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	2.7	Enclosed	R0.0	Carpet
Bed 3	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	11.5	Enclosed	R0.0	Carpet
KML	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	22	Enclosed	R0.0	Timber
KML	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	1.1	Enclosed	R0.0	Timber
KML	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	13.6	Enclosed	R0.0	Carpet
Hall	FR5 - 225mm waffle pod, 85mm concrete (R0.60)	5.4	Enclosed	R0.0	Timber

Ceiling type

* Refer to glossary.

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Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap*
Garage	Plasterboard	R0.0	No
Bed 2	Plasterboard	R3.5	No
Bath	Plasterboard	R3.5	No
Ldry	Plasterboard	R3.5	No
PDR	Plasterboard	R3.5	No
Bed 1	Plasterboard	R3.5	No
ENS	Plasterboard	R3.5	No
WIR	Plasterboard	R3.5	No
Bed 3	Plasterboard	R3.5	No
KML	Plasterboard	R3.5	No
KML	Plasterboard	R3.5	No
KML	Plasterboard	R3.5	No
Hall	Plasterboard	R3.5	No

Ceiling penetrations*

Location	Quantity	Type	Diameter (mm)	Sealed/unsealed
Bath	1	Exhaust Fans	250	Sealed
Ldry	1	Exhaust Fans	250	Sealed
PDR	1	Exhaust Fans	250	Sealed
ENS	1	Exhaust Fans	250	Sealed
KML	1	Exhaust Fans	160	Sealed
KML	8	Downlights	0	Sealed

Ceiling fans

Location	Quantity	Diameter (mm)
No Data Available		

Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof shade
Disc:Attic-Discontinuous	0.0	0.3	Light



Explanatory Notes

About this report

A NatHERS rating is a comprehensive, dynamic computer modelling evaluation of a home, using the floorplans, elevations and specifications to estimate an energy load. It addresses the building layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings), but does not cover the water or energy use of appliances or energy production of solar panels.

Ratings are based on a unique climate zone where the home is located and are generated using standard assumptions, including occupancy patterns and thermostat settings. The actual energy consumption of a home may vary significantly from the predicted energy load, as the assumptions used in the rating will not match actual usage patterns.

For example, the number of occupants and personal heating or cooling preferences will vary.

While the figures are an indicative guide to energy use, they can be used as a reliable guide for comparing different dwelling designs and to demonstrate that the design meets the energy efficiency requirements in the National Construction Code. Homes that are energy efficient use less energy, are warmer on cool days, cooler on hot days and cost less to run. The higher the star rating the more thermally efficient the dwelling is.

Accredited assessors

To ensure the NatHERS Certificate is of a high quality, always use an accredited or licenced assessor. NatHERS accredited assessors are members of a professional body called an Assessor Accrediting Organisation (AAO).

Australian Capital Territory (ACT) licensed assessors may only produce assessments for regulatory purposes using software for which they have a licence endorsement. Licence endorsements can be confirmed on the ACT licensing register

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 ongoing training requirements.

Any questions or concerns about this report should be directed to the assessor in the first instance. If the assessor is unable to address these questions or concerns, the AAO specified on the front of this certificate should be contacted.

Disclaimer

The format of the NatHERS Certificate was developed by the NatHERS Administrator. However the content of each individual certificate is entered and created by the assessor to create a NatHERS Certificate. It is the responsibility of the assessor who prepared this certificate to use NatHERS accredited software correctly and follow the NatHERS Technical Notes to produce a NatHERS Certificate.

The predicted annual energy load in this NatHERS Certificate is an estimate based on an assessment of the building by the assessor. It is not a prediction of actual energy use, but may be used to compare how other buildings are likely to perform when used in a similar way. Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, indoor air temperature and local climate.

Not all assumptions that may have been made by the assessor while using the NatHERS accredited software tool are presented in this report and further details or data files may be available from the assessor.

Glossary

Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
Assessed floor area	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
Ceiling penetrations	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, rangehoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
Conditioned	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
Custom windows	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
Default windows	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
Entrance door	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
Exposure category - exposed	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors).
Exposure category - open	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
Exposure category - suburban	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category - protected	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
Horizontal shading feature	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.

* Refer to glossary.

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BP No. : 7591342462647 23/10/2024 Arron McDermott BS-L 34264	National Construction Code Class	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at www.abcb.gov.au .
	Opening Percentage	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
	Provisional value	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at www.nathers.gov.au
	Reflective wrap (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
	Roof window	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
	Shading device	a device fixed to windows that provides shading e.g. window awnings or screens but excludes eaves.
	Shading features	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
	Solar heat gain coefficient (SHGC)	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
	Skylight (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
	U-value	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
	Unconditioned	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
	Vertical shading features	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).

* Refer to glossary.

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Site Classification

AS2870-2011 Residential Slabs and Footings



Date: 22/8/2024
Date of Fieldwork: 9/5/2024
Site Number: 194755
Site Address: No. 36, PRINCES Avenue, Longwarry, VIC, 3816
Client: FCA Property Group Pty Ltd

Summary of Assessment Results

Site Classification:	"P" in accordance with AS2870-2011
Climatic Zone:	"2" in accordance with AS2870-2011
Wind Rating:	"N2" in accordance with AS4055-2021
Bushfire Attack Level:	"Refer to Appendix C"

TERMITE PROTECTION REQUIRED

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Direct Contact

Any questions or queries regarding this report should be directed to Intrax Consulting Engineers on -03 8371 0100 or email at info@intrax.com.au.

Document Revision History

Date	Rev	Engineer	Comments
13/05/2024	A	Eugene Cheung	First Edition
16/05/2024	B	Saroj Niroula	BAL update
22/8/2024	C	Eugene Cheung	Section 3.2 Correction

1 Introduction

Intrax Consulting Engineers Pty Ltd (Intrax) have been engaged by the client to conduct an investigation of the surface and subsurface conditions at **No. 36, PRINCES Avenue, Longwarry, VIC, 3816** as depicted on the cover page with a view to reporting on the Site Classification for a proposed residential dwelling.

2 Site Classification

2.1 Site Geology

The available Geological Survey Maps showed the site to be underlain by **Quaternary aged Sedimentary Deposits**. The subsurface profile encountered in the boreholes is considered to be consistent with the geological map indications.

2.2 Field Investigation

EIGHT(8) boreholes were advanced using a **Mechanical Auger** to the depths indicated on the borehole logs (refer to Appendix B). These boreholes were positioned as indicated on the site plan (refer to Appendix A) along with details of the existing surface conditions such as slope, trees, and existing buildings. Disturbed materials obtained from augering boreholes were logged in accordance with AS1726-2017 and then classified in accordance with AS2870-2011.

A guide to the existing/natural soil profile consisted of:

FILL 1 – SILT and

FILL 2 – CLAY overlying the naturally occurring:

SILT and

CLAY

Full details of the observed subsurface material and conditions have been recorded on the borehole logs and presented in Appendix B.

2.3 Site Classification in Accordance With AS2870-2011

In accordance with AS2870-2011 "Residential Slabs and Footings Construction" a site classification of **Class "P"** is applicable to this site **due to abnormal moisture conditions – recently removed trees and demolished building on site, trees on adjacent sites and land subject to inundation.**

This site is subject to abnormal moisture conditions which must be alleviated or allowed for in the design of the footing system.

In the absence of these abnormal moisture conditions, the designing engineer should recognise that the natural soils encountered on this site result in a **"Class M"** site classification applying to this site.

On the basis of the findings in this investigation, including visual-tactile identification of the soil profile combined with this writer's local knowledge and experience, the characteristic surface movement (Y_s) on this site – under normal conditions – has been estimated to be in the range of **20mm to 40mm**.

Should a more detailed investigation (by others) with relevance to the reactivity of the soils in the local area be available, Intrax should be provided with this documentation. It is a condition of this report that any information the client may have with regards to the site and its history be provided to Intrax. This may lead to Intrax reviewing the above classification and conducting a more detailed geotechnical investigation with regards to the additional information. This report is not a detailed geotechnical investigation. It complies with the requirements of AS2870-2011 and is limited to

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the items required under Clause 2.2.2(a). Should a more rigorous assessment be required, Intrax can provide a Geotechnical Investigation of the site upon request.

In assessing the classification for this site, and unless specifically noted, this report has not considered any future tree(s) to be planted as part of either site or roadside landscaping. If additional information is known by the owner, future owner, any stakeholder, or any consultant, this information must be provided to the design engineer to ensure that the footing system is adequate for the conditions which are expected.

2.3.1 Additional Notes Relating to This Site Classification

This investigation is based on a limited geotechnical assessment. Should the subsurface conditions encountered during construction vary from those described above, Intrax must be advised of these variations to provide comment or inspect the site where necessary. The use of standard footings as presented in AS2870-2011 is only applicable to building with a loading and a construction style similar that of a residential dwelling as described in section 3.1 of AS2870-2011.

In accordance with AS2870-2011 Clause 2.5.2 a reclassification is required when the site is cut by more than 0.25Hs or 0.5m. Unless the effect of a proposed cut is specifically discussed and incorporated into this report Intrax recommends a second site investigation is undertaken on the final surface level unless the depth of investigation satisfies the impact of the cut. On sites with less than 1.0 m of cut the foundation design engineer may opt to design for reduced crack zone from first principles. An additional site investigation may not be required in situations where sufficient ground data exists to amend the report without further drilling, please contact Intrax to assess how this clause may impact your site.

2.4 Wind Rating

At the time of our site visit an investigation of this site and the surrounding terrain was conducted to determine the Wind Classification Design Speed. The maximum design gust wind speed for this site is **40 m/s** based on wind speed calculations (Vh) for use in ultimate limit state design only calculated in accordance with the limitations as in AS4055 Section 1.2.

The Wind Rating for this site has been assessed as **N2**.

3 Founding Recommendations

Note: Due to the potential for flooding/inundation the client should ascertain the maximum flow velocity of the predicted flood event for the engineer engaged to design the structure.

Based on the site classification an engineer designed foundation systems is required at this site. The foundation systems must be designed to cater for abnormal moisture conditions and the potential inundation of the footing system due to seasonal flood waters. The designer may adopt the classification of the soil as guidance, however should assess the flood levels with respect to the proposed floor levels.

3.1 Maintenance Recommendations

In line with AS 2870-2011 Appendices A and B, the owner, future owner, any stakeholder, and any consultant, have a duty of care to ensure that future landscaping will not contribute to an adverse impact on the footing system. Intrax recommends reference to the following resources when planning landscaping works for the site:

- HEDRA – How to protect your house (<https://bit.ly/3opoBQf>)
- CSIRO – Foundation Maintenance and Footing Performance: A Homeowner's Guide [2003] (<https://bit.ly/3qe0yGb>)
- VBA – Minimising foundation movement and damage to your house [2015] (<https://bit.ly/3qhvlg4>)

3.2 Allowable Bearing Pressures

The following allowable bearing pressures can be adopted for the soils listed in the table below. These bearing pressures apply where typically the embedment is a minimum of 100mm into the specified material.

Table 1: Allowable Bearing Pressures

Soil Type	Indicative Founding Depth (mm)	Maximum Allowable Bearing Capacity (kPa)
Uncontrolled Fill ¹	N/A	N/A
Natural Silts ²	100mm into layer	60
Natural Clay ²	100mm into layer	120
Natural Clay ²	900mm into layer	250

SILT* bearing pressures reported above are only applicable to raft slab and or waffle slab foundations. Where strip, pad, and bored piers are adopted bearing pressures reported for the deeper, clay and or rock units are to be adopted. The minimum founding depths as required by AS2870 can be adopted unless specific founding depths have been provided in Section 3. Further investigation may be required for such footing types.

¹ **Uncontrolled Fill** - Any FILLING that does not meet the requirements of AS2870-2011 Clause 2.5.3(b). This clause allows up to 0.8m of uncontrolled SAND FILL and up to 0.4m of uncontrolled CLAY FILL without impacting on the above site classification following that all foundations are founded on the natural soils through the filling.

² **Natural Material** – All-natural material given allowable bearing capacities denotes strength at optimum moisture conditions. The potential presence of perched groundwater in soils may lead to construction difficulties during wet weather. Please refer to Section 4.2 for site specific difficulties.

Construction Techniques and Difficulties

4.1 General

1. All loose surface fill, all roots and all organic material are to be removed from the building platform.
2. Notwithstanding the recommendations made in this report, wherever footings are close to any excavations or easements, that part of the footing must be deepened so that the projection from the underside of the footing to the bottom of the excavations makes an angle not exceeding 30 degrees in sandy soils and 45 degrees in clayey soils (This angle is measured from the horizontal). Steeper angles are not recommended unless sufficient testing and investigation has been carried out to indicate otherwise or the foundations are founded in competent rock.
3. It is recommended a second soil test be undertaken if the site is cut more than 400mm for CLAY sites. Where it is proposed to FILL the site a second soil test will be required should > 400mm of CLAY FILL be proposed or >800mm SAND FILL be proposed. It is recommended that any FILLING placed meet the requirements of CONTROLLED FILL as this will minimise the impact of the FILLING on the current classification of the site.
4. The Plumber shall lay waste pipes below ground surface at minimum grade. Risers are to be staked firmly.
5. Care shall be taken with surface drainage of the allotment from the start of construction and must be well drained so that water cannot pond beside or adjacent to footings. The drainage system shall be completed by the finish of construction of the house in accordance with AS2870-2011 Clause 5.5.3 (a). Failure to do so may result in structural damage and/or cracked finishes.
6. Proper site drainage is important in reactive sites such as this site. It is therefore recommended that the ground surface immediately next to the perimeter footings be graded away or site drainage issues be addressed. Should you the client require detailed design for specific site drainage plans please contact Intrax Consulting Engineers.
7. On sloping sites, the potential for water to build up adjacent to the high side of the footing exists where permeable soils are present above impermeable soils. These conditions may result in structural damage and/or cracked finishes. In order to prevent this, additional drains may be installed so as to redirect the water around the house siting. In order to ensure the effectiveness of these measures, the drains should be installed at least 200mm into the impermeable soils.
8. Additional drainage measures such as dish drains may be required at the top batters to protect the face from scouring.
9. Acceptable construction practices for unretained permanent embankments shall be in accordance with NCC Clause 3.1.2. Pursuant to NCC Clause 3.1.2, unretained permanent embankments relating to earthworks to form the dwelling bench, shall be in accordance with the underlying characteristic surface movement in the absence of abnormal moisture conditions as quantified in this report (site classification) and soil properties (refer section 2.3) as referred to in the relevant soil report and NCC Table 3.2.1. Application & Construction of Un-retained embankments shall be in accordance with section 3.2 Earthworks of the NCC.

N-Retained Embankment Slope Table

Soil class	Site cut (excavation) (slope ratio, angle of site cut H:L)	Compacted fill (slope ratio, angle of batter H:L)
Stable rock*	8:1	2:3
Sand/Silt	1:2	1:2
Firm clay	1:1	1:2
Soft Clay	2:3	Not suitable
Note: refer Clause 3.2.1 for application.		

*stability must be confirmed by experienced geotechnical engineer through onsite inspection of shallow cut (1:1) rock face between steepening the batter.

Note: If the site is affected by: surface surcharge loads, shallow groundwater, open drains, dams, channels, and/or ponds, existing or removed; the given slopes may need to be reduced. The embankments should be monitored, and if their performance is not satisfactory, consideration must be given to reducing the angle, installing a retaining wall or both. An experienced Geotechnical Engineer should be consulted.

10. Any filling placed across the site to assist in levelling prior to slab construction should conform with the requirement for either Controlled fill (Clause 2.5.3) or Rolled fill (Clause 6.4.2) AS 2870-2011. These clauses are as follows. If it cannot be confirmed that the fill is Controlled Fill or Rolled Fill then the reader should refer to item (c).

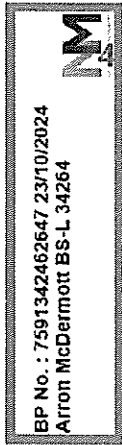
A. Controlled Fill - Fill that will be required to support structures or associated pavements, or for which engineering properties are to be controlled AS2870-2011. Refer Clause 2.5.3, Clause 2.5.3(a)(c) - (1e: where a specification has been provided on the type, quality and compaction requirements for filling at a site and the earthworks have been deemed compliant with the specification)

B. Intrax has the express right to deem FILL uncontrolled where it cannot be clearly demonstrated that fill has been placed under the above conditions. That is to say that it is a requirement of the developer/builder to demonstrate fill placement has been placed in the appropriate layer thicknesses.

C. Rolled Fill - Rolled Fill consists of material compacted in layers by repeated rolling with an excavator or similar equipment. The depth of rolled fill shall not exceed 0.6metres compacted in layers not more than 0.3m thick for sand material or 0.3m compacted in layers not more than 0.15m thick for other material AS2870-2011 C6.4.2(b)

D. Where the nature of the fill cannot be confirmed, this office must undertake an assessment of the fill or be supplied with a suitable compaction report or geotechnical assessment of the fill to undertake an appropriate design for the site if the fill is to be utilised as a foundation.

11. We advise that it is possible that some sites may still have the presence of isolated areas of original organic material that may not have been fully removed during the sub division earthworks development stage. Intrax will make every effort to identify organic material within the soil profile, however due to the limitation on the number of boreholes for each site investigation, it is possible that some of these pockets may escape identification. Intrax does not take responsibility for isolated organic material that lies in areas outside our borehole locations, to the extent that these pockets could affect the design or construction of the footing system.



2 Site Specific

- The soils encountered on-site could develop a localised perched groundwater during periods of high rainfall which may lead to construction difficulties associated with excavations on this site.
- This site contains significant trees which may affect the foundations of the proposed residence. Remove existing trees and tree roots/material over the proposed building area. Any soft or loose material that does not respond to compaction should be excavated to achieve a firm working base. Fill holes with suitable fill compacted in 150mm (maximum) layers.
- This site contained significant trees that have been recently removed. The builder is to ensure all tree roots/material over the proposed building area has been removed. Any soft or loose material that does not respond to compaction should be excavated to achieve a firm working base. Fill holes with suitable fill compacted in 150mm (maximum) layers.
- An engineer designed footing system in accordance with AS2870 2011 is recommended for this site taking into consideration the effect of the remove trees and existing trees in relation to the final house siting.
- Demolition of the previously structure is likely to leave isolated pockets of fill and or disturbed ground conditions. Where there is local disturbance the proposed foundations must extend a minimum of 100mm below the level of disturbance into either of the naturally occurring materials as identified in Section 2 of this report. Note alternatively the disturbed material may be controlled and subsequently adopted as a founding material (refer definitions on controlled FILL).

Conditions of Use of This Report

5.1 Report Limitations

1. The recommendations in this report are based on the following:
 - a) Information about the site & its history, proposed site treatment and building type conveyed to us by the client and or their agent
 - b) Professional judgments and opinions using the most recent information in soil testing practice that is available to us.
 - c) The location of our test sites and the information gained from this and other investigations.
2. Should the client or their agent neglect to supply us with correct or relevant information, including information about previous buildings, trees or past activities on the site, or should changes be made to the building type, size and/or position, this report may be made obsolete, irrelevant or unsuitable. Whilst Intrax makes every attempt to identify the history of the site in a limited scope soil classification report such as this report, Intrax should be notified immediately if any of the above-mentioned circumstances are known, suspected by local knowledge, evidence of soil with varying moisture contents presents, isolated fill is evident and/or where other proof of historical activities is identified onsite, and not reflected in this report. In such cases as above, Intrax will not accept any liability for the consequences. Intrax reserves the right to make an additional charge if more testing or a change to the report is necessary due to the above.
3. The recommendations made in this report may need to be reviewed should any site works disturb any soil 200mm below the proposed founding depth.
4. The descriptions of the soils encountered in the boreholes follow those outlined in AS1726-2017; Geotechnical Site Investigations. Colour descriptions can vary with soil moisture content and individual interpretation.
5. If the site conditions at the time of construction differ from those described in this report then Intrax must be contacted so a site inspection can be carried out prior to any footing being poured. The owner/builder will be responsible for any fees associated with this additional work.
6. This report assumes that the soil profiles observed in the boreholes are representative of the entire site. If the soil profile and site conditions appear to differ substantially from those reported herein, then Intrax should be contacted immediately and this report may need to be reviewed and amended where appropriate. The owner/builder will be responsible for any fees associated with this additional work.
7. The user of this report must take into account the following limitations. Soil and drilling depths are given to a tolerance of +/- 200mm. Where spot levels or a feature survey have been undertaken, levels are given a tolerance of +/- 200mm.
8. It must be understood and a condition of acceptance of this report is that whilst every effort is made to identify fill material across the site, difficulties exist in determining fill material, in particular, for example, well compacted site or area derived fill, when utilising a small diameter auger. Consequently, Intrax emphasises that we will not be responsible for any financial losses, consequential or otherwise, that may occur as a result of not accurately determining the fill profile across the site.
9. The owner(s) and/or future owner(s) shall be cognisant of their responsibilities as outlined in AS2870-2011 Appendices A and B.
10. Intrax's assessment of flooding is based on Government/Council planning and GIS data available at the time of this investigation. Intrax has not made a site specific assessment based on height or hydrological data with reference to the future flood risk at the property. Intrax does not guarantee that this site is free from flooding as further detailed investigation may be required.
 - a) This report does not assess the potential for landslide, undermining or aggressive soils.
11. Unless specifically mentioned, this report has not considered the risk of subsidence caused by historical, current or future mining activities.

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Arron McDermott BS-L 34264

5.2 Variations to This Report

It is neither economically feasible nor practical to determine every subsurface feature on the site. Studies have shown that a large number of boreholes leads to only a slight increase in probability of detecting hidden site features (such as a filled well or cellar) in the foundation soils. As such, any variations, or discrepancies in soil type, colour, or horizon depth must be reported to the Engineer immediately so that their potential influence on the footings may be assessed.

5.3 Loss or Damages

Subject to the limitations of this report as expressed in Section 5.1, Intrax Consulting Engineers Pty Ltd will not accept liability for loss or damage, consequential or otherwise, based on the recommendations of this report, other than for the cost of re-assessment. This site classification assessment should not be considered a comprehensive analysis of the subject site. Should a more detailed geotechnical assessment be required Intrax Consulting Engineers Pty Ltd can provide such a report. Please contact Intrax Consulting Engineers Pty Ltd to discuss this further.

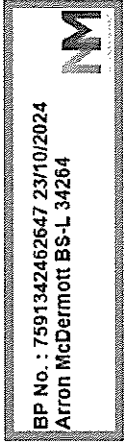
Should you have any questions regarding this report please do not hesitate to contact the Intrax Site Classification Division on 03 8371 0100.

For and on behalf of Intrax Consulting Engineers Pty Ltd



Eugene Cheung

B.Eng (Civil)

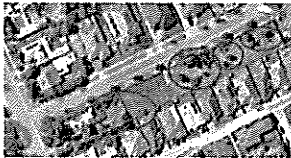


Appendix A

Site Plan

Site Plan

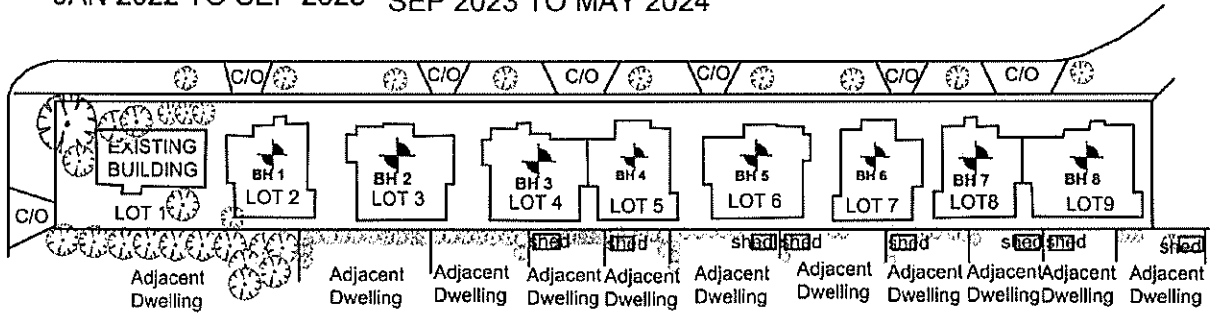
BP No. : 7591342462647 23/10/2024
Arron McDermott BS-L 34264



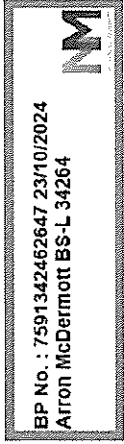
TREES REMOVED B/W
JAN 2022 TO SEP 2023



SITE CLEARED B/W
SEP 2023 TO MAY 2024



NOT TO SCALE




Appendix B

Borehole Logs


TERMITE PROTECTION REQUIRED

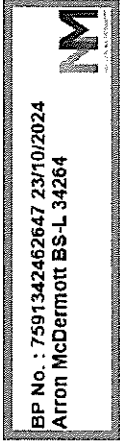
Borehole Logs-1

Site Address: No. 36, PRINCES Avenue, Longwarry, VIC, 3816									
Horizon	USC	Soil Type	Moisture	Density/ Consistency/ Strength	Plasticity	Description	MECHANICAL AUGER	MECHANICAL AUGER	MECHANICAL AUGER
EXISTING SURFACE LEVEL									
UNCONTROLLED FILL-1	ML	SILT trace gravel	Moist, Dry of Plastic Limit	Soft	Low Plasticity	mottled grey brown, Roots<2mm Dia..	0 - 100	0 - 100	0 - 100
UNCONTROLLED FILL-2	CI	CLAY with gravel	Moist, Dry of Plastic Limit	Stiff	Medium Plasticity	mottled grey brown orange, Roots<2mm Dia..	100 - 200	100 - 200	100 - 300
A	ML	sandy SILT	Moist, Dry of Plastic Limit	Firm	Low Plasticity	dark grey to mottled pale white grey, Roots<2mm Dia., Charcoal.	200 - 800	200 - 800	300 - 800
B	CI	CLAY	Moist, Dry of Plastic Limit	Stiff	Medium Plasticity	pale grey brown, Roots<2mm Dia..	800 - 1800	800 - 1800	800 - 1800
							NO REFUSAL	NO REFUSAL	NO REFUSAL
							Intrax ID #:	194755	
							Date of Fieldwork		
							9/05/2024		
							Groundwater Not Encountered	Groundwater Not Encountered	Groundwater Not Encountered



Borehole Logs-2

Site Address: No. 36, PRINCES Avenue, Longwarry, VIC, 3816							MECHANICAL AUGER	MECHANICAL AUGER	MECHANICAL AUGER
Horizon	USC	Soil Type	Moisture	Density/ Consistency/ Strength	Plasticity	Description	Borehole 6	Borehole 7	Borehole 8
EXISTING SURFACE LEVEL							0	0	0
UNCONTROLLED FILL-1	ML	SILT trace gravel	Moist, Dry of Plastic Limit	Soft	Low Plasticity	mottled grey brown, Roots<2mm Dia..	0 - 100	0 - 100	0 - 100
UNCONTROLLED FILL-2	CI	CLAY with gravel	Moist, Dry of Plastic Limit	Stiff	Medium Plasticity	mottled grey brown orange, Roots<2mm Dia..	100 - 300	100 - 300	100 - 300
A	ML	sandy SILT	Moist, Dry of Plastic Limit	Firm	Low Plasticity	dark grey to mottled pale white grey, Roots<2mm Dia., Charcoal.	300 - 700	300 - 700	300 - 600
B	CI	CLAY	Moist, Dry of Plastic Limit	Stiff	Medium Plasticity	pale grey brown, Roots<2mm Dia..	700 - 1800	700 - 1800	600 - 1800
<div> Intrax HOUSING</div>							Intrax ID #:	194755	NO REFUSAL
							Date of Fieldwork		
							Groundwater Not Encountered	Groundwater Not Encountered	Groundwater Not Encountered



Appendix C

Bushfire Attack Level

Unit 2-7

Bushfire Attack Level Assessment

This site's BAL has been calculated using the Method 1 in accordance with the requirements of AS3959:2018 – Construction of Buildings in Bushfire Prone Areas.

For this particular site, with the house siting supplied, the following parameters were observed:

Fire Danger Index (FDI)		100			
Approximate Direction		North	East	South	West
Distance to Classifiable Vegetation from Proposed Siting	Grassland	> 50m	> 50m	> 50m	> 50m
	Non - Grassland	> 100m	> 100m	> 100m	> 100m
Slope of the land under classified vegetation		-	-	-	-
Bushfire Attack Level (BAL)		Low			

*- This site is within a non-designated bushfire prone area special BAL requirements not apply.

Notes:

1. If the house siting changes, the BAL will need to be reassessed to address the impact of moving the house further from or closer to the identified vegetation.
2. The above BAL rating is measured based on the condition of the vegetation at the time of assessment and it is valid on the condition that the vegetation is maintained as such.

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Unit 8 & 9

Bushfire Attack Level Assessment

This site's BAL has been calculated using the Method 1 in accordance with the requirements of AS3959:2018 – Construction of Buildings in Bushfire Prone Areas.

For this particular site, with the house siting supplied, the following parameters were observed:

Fire Danger Index (FDI)		100			
Approximate Direction		North	East	South	West
Distance to Classifiable Vegetation from Proposed Siting	Grassland	>50m	19-50	>50m	>50m
	Non - Grassland	>100m	>100m	>100m	>100m
Slope of the land under classified vegetation		-	FLAT	-	-
Bushfire Attack Level (BAL)		12.5			

Notes:

- If the house siting changes, the BAL will need to be reassessed to address the impact of moving the house further from or closer to the identified vegetation.
- The above BAL rating is measured based on the condition of the vegetation at the time of assessment and it is valid on the condition that the vegetation is maintained as such.

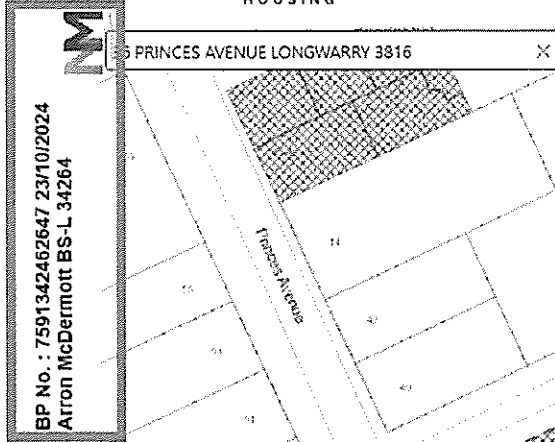


Fig: VicPlan image of Bushfire prone area (U 2-7 not in BPA, U 8 partially within BPA & U9 within BPA)

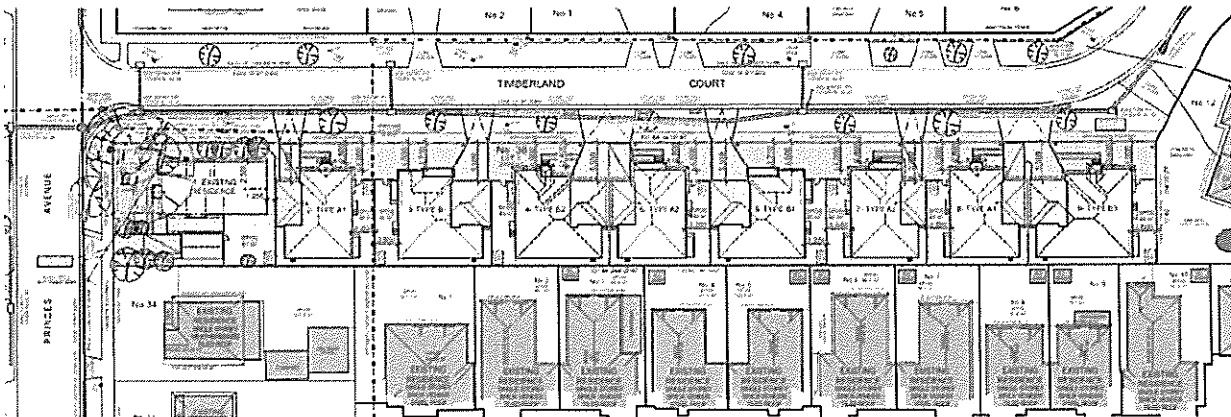
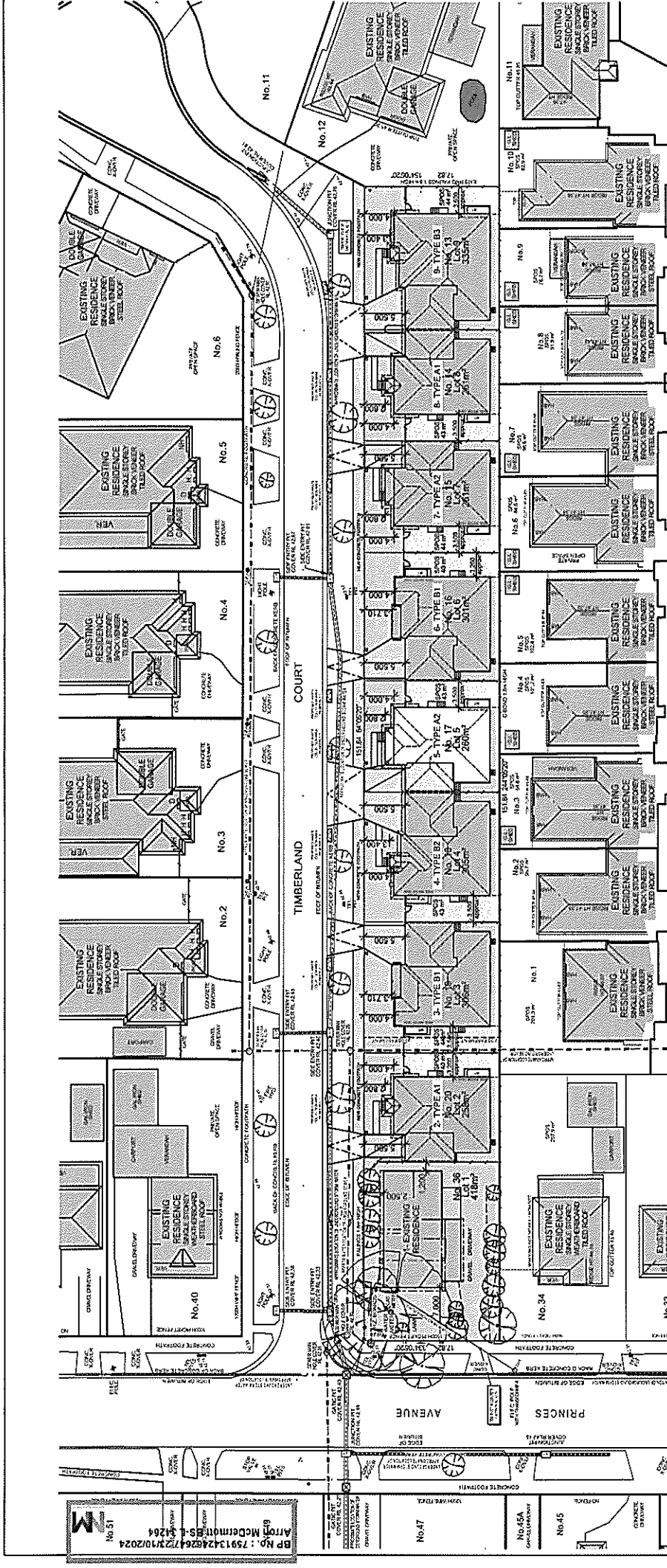


Fig: proposed development, as provided by client



BUSHFIRE ATTACK LEVEL "N/A"
REFER TO SUMMARY INCLUDED IN THIS SET OF DRAWINGS
& TO BE IN ACCORDANCE WITH A.S. 3959

NOTES/LEGEND:

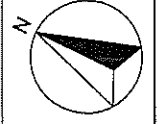
- EXISTING VEGETATION
- EXISTING VEGETATION TO BE REMOVED
- EXISTING BUILDINGS/STRUCTURES TO BE REMOVED
- NON-HAB NON-HABITABLE WINDOW
- HAB HABITABLE WINDOW
- 5000L WATER TANK

NOTE
BUILDER TO ENSURE APPLICABLE CLEARANCES COMPLY ON-SITE WITH RELEVANT CURRENT AUSTRALIAN STANDARDS FOR HOT WATER SERVICES, GAS METERS, METER BOXES & NEW CONNECTION BOXES

FENCE NOTE:
ANY NEW FENCE MUST BE OF AN OPEN STYLE OF CONSTRUCTION TO ALLOW FOR THE PASSAGE OF OVERLAND FLOWS.

NOTE:
ALL EXISTING MEASUREMENTS TO BE OBTAINED ON-SITE PRIOR TO CONSTRUCTION & MANUFACTURE

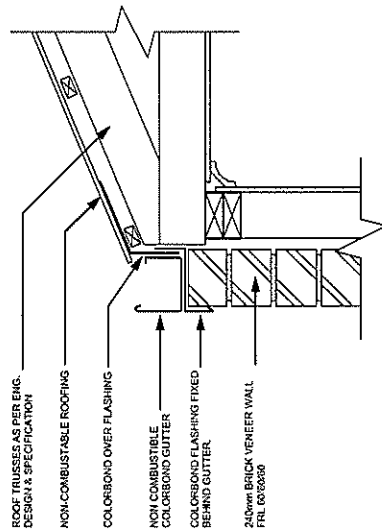
PROJECT RESIDENCE TYPE A2 PROPOSED RESIDENCE		CLIENT LONGVIEW DESIGN AND BUILD PROPOSED OVERALL SITE PLAN		DRAWING TITLE SITE PLAN		ADDRESS Lot 1 No. 36 PRINCES AVE, LONGWARRY	
REV		DATE	AMENDMENTS	BY		ISSUE	
0		10/07/23	PRELIMINARY ISSUE	S/C		CONSTRUCTION	
A		15/12/23	CONSTRUCTION ISSUE	S/C		DATE	
						3/02/2023	
						03 OF 10	
						REVISION DRAWN	
						SCALE: 1:500	
						A / S/C	
						JOB NUMBER	
						21-0017	



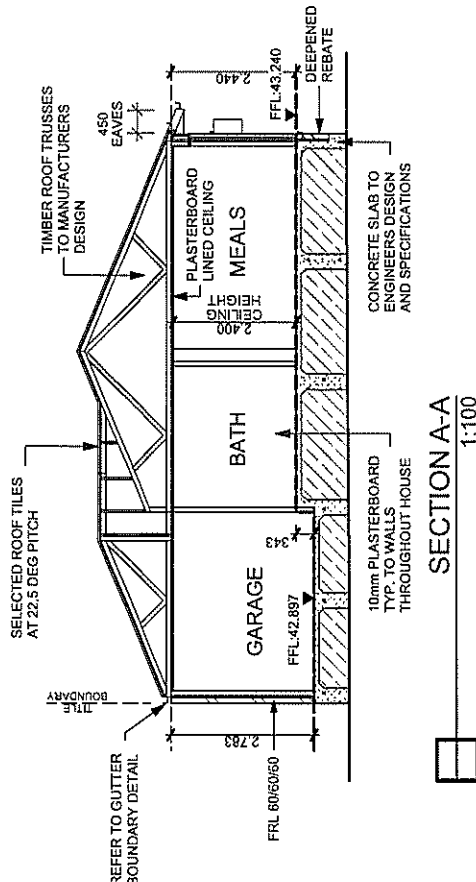
BUILDERS SIGNATURE / DATE
CLIENTS SIGNATURE / DATE
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6.2 HOUSE 1198
WEADHOUSE 42 17 Sep 2024
Accreditation No. 10017075
Address: 10017075
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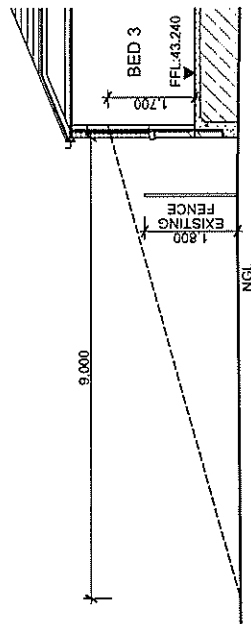
RESOURCE:	RESIDENCE 5 - TYPE A2	CLIENT	LONGVIEW DESIGN AND BUILD
PROJECT:	PROPOSED RESIDENCE	DRAWING TITLE	PROPOSED SECTIONS
ADDRESS: Lot 1 No.36 PRINCES AVE, LONGWARRY			



GUTTER BOUNDARY DETAIL



SECTION A-A
1:100



RES. 5 - STANDARD B22 SECTION

FLOOD PRONE AREA
THIS SITE IS LOCATED IN A FLOOD PRONE AREA AND IS SUBJECT TO MINIMUM FLOOD LEVELS. MELBOURNE WATER FLOOD LEVELS FOR THIS PROPERTY GRADE FROM 42.87 TO 42.58 AND

NOTE
CLEARANCES COMPLY ON-SITE WITH RELEVANT CURRENT AUSTRALIAN STANDARDS FOR HOT WATER SERVICES, GAS METERS, METER BOXES & NIBB CONNECTION BOXES. BUILDER TO ENSURE APPLICABLE.



LONGVUE
DESIGN
AND BUILD

ISSUE	CONSTRUCTION	
DATE	3/02/2023	SHEET NO 07 OF 10
REVISION / DRAWN	A / SJC	SCALE - 6x1000
.		JOB NUMBER 21-0017

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AMEND
PRELIMINARY
CONSTRUCTION

DATE	
1-02-73	
5-12-73	

REV	1
0	02
A	15

Sex	Percentage
Male	50.0%
Female	50.0%

DATE	DATE	DATE
------	------	------

S SIGNATURE

CLIENTE	CLIENTE	CLIENTE
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 What's new at
 52810
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DATE: 02-17-2004
NAME: DASHLEY
CITY: KANSAS CITY
STATE: MO
ZIP: 64111

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Accreditation
Address
Date: May 28, 1999
Page 1 of 1
22-28-18

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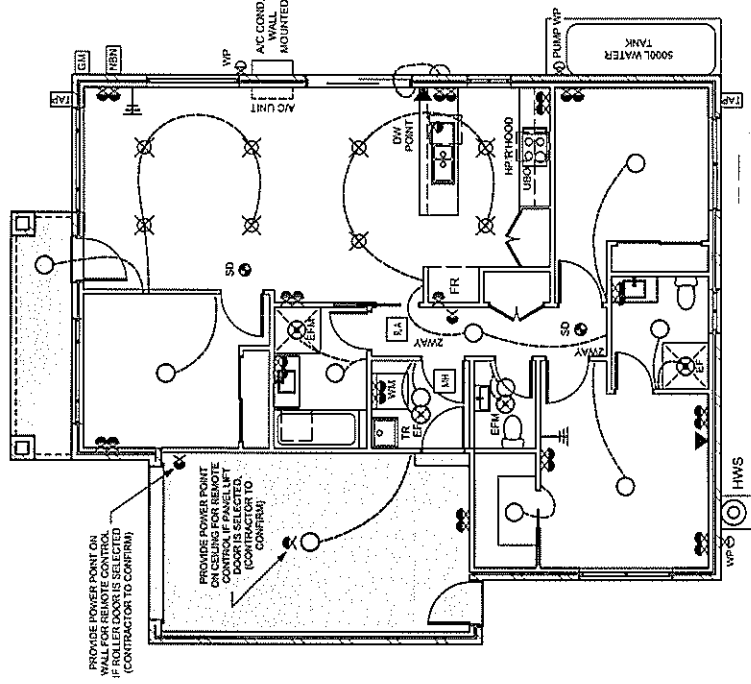
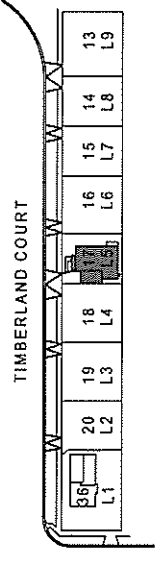
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DATE RECEIVED	TYPE	PROJECT	RESOURCES	LOCATION
10/10/10	10/10/10	10/10/10	10/10/10	10/10/10

~~WHITE PROTECT~~



PROVIDE POWER POINT ON
WALL FOR REMOTE CONTROL.
IF ROLLER DOOR IS SELECTED
(CONTRACTOR TO CONFIRM)

PROVIDE POWER POINT
ON CEILING FOR REMOTE
CONTROL IF PAVELIFT
DOOR IS SELECTED.
(CONTRACTOR TO
CONFIRM)

ELECTRICAL NOTES/LEGEND:

- | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|
| SD | HARDWIRED SMOKE ALARM WITH BATTERY BACKUP AS PER B.C.A. REQUIREMENTS |
| EF | CEILING EXHAUST FAN |
| EFM | CEILING EXHAUST FAN - MECHANICAL DIRECT WIRED TO LIGHT SWITCH & AIR CHANGES PER HR. DOOR TO BE UNDERCUT TO PROVIDE 830mm ² VENTILATION |
| MAN | MAN HOLE TO CEILING ACCESS (LOCATION MAY VARY SLIGHTLY) |
| RA | RETURN AIR |
| NSN | NSN CONNECTION BOX |
| LD | LED DOWNLIGHT |
| B | BATTEN LIGHT |
| E | EXTERNAL WALL LIGHT |
| F | FLUORO - SINGLE |
| P | PHONE POINT |
| TV | TV POINT |
| GP | DOUBLE GPO |
| G | SINGLE GPO |
| WGP | SINGLE GPO WEATHER PROOF |
| WGP | DOUBLE GPO WEATHER PROOF |
| Σ | LOCATION OF ALL ELECTRICAL POINTS ARE APPROXIMATE ONLY, AND ARE SUBJECT TO POSITION OF STRUCTURAL MEMBERS ON PLAN. |
| Σ | ARTIFICIAL LIGHTING TO COMPLY WITH B.C.A. PART 3.12.5.5. |
| Σ | EXHAUST FANS TO BE SELF SEALING |
| Σ | ELECTRICAL CIRCUIT BOARD LOCATED IN GARAGE & POSITION TO BE DETERMINED BY ELECTRICIAN |

RESIDENCE: RESIDENCE 5 - CU

TYPE A2

PROJECT	PROPOSED	DATE	TITLE

ADDRESS: _____
RESIDENCE: _____

Lot 1 No.36 PRINCES

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FLOOD PRONE AREA
THIS SITE IS LOCATED IN A FLOOD PRONE AREA AND IS SUBJECT TO MINIMUM FLOOR LEVELS, MELBOURNE WATER FLOOD LEVELS FOR THIS PROPERTY GRADE FROM 42.87 TO 42.58 AHD

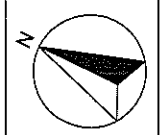


**LONGVUE
DESIGN
AND BUILD**

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NOTE
BUILDER TO ENSURE APPLICABLE
CLEARANCES COMPLY ON-SITE WITH
RELEVANT CURRENT AUSTRALIAN STANDARD
FOR HOT WATER SERVICES, GAS METERS,
METER BOXES & NBN CONNECTION BOXES

DATE	3/02/2023	SHEET NO.	09 OF 10
REVISION/DRAWN	A / SJC	SCALE	AS SHOWN
		ADD NUMBER	21-0017

[illegible]

BUILDERS SIGNATURE / DATE 	CLIENTS SIGNATURE / DATE
---------------------------------------	--------------------------------------

6.2

HOUSE

119.8

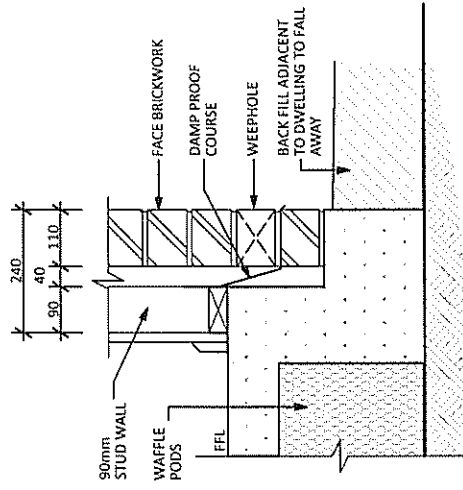
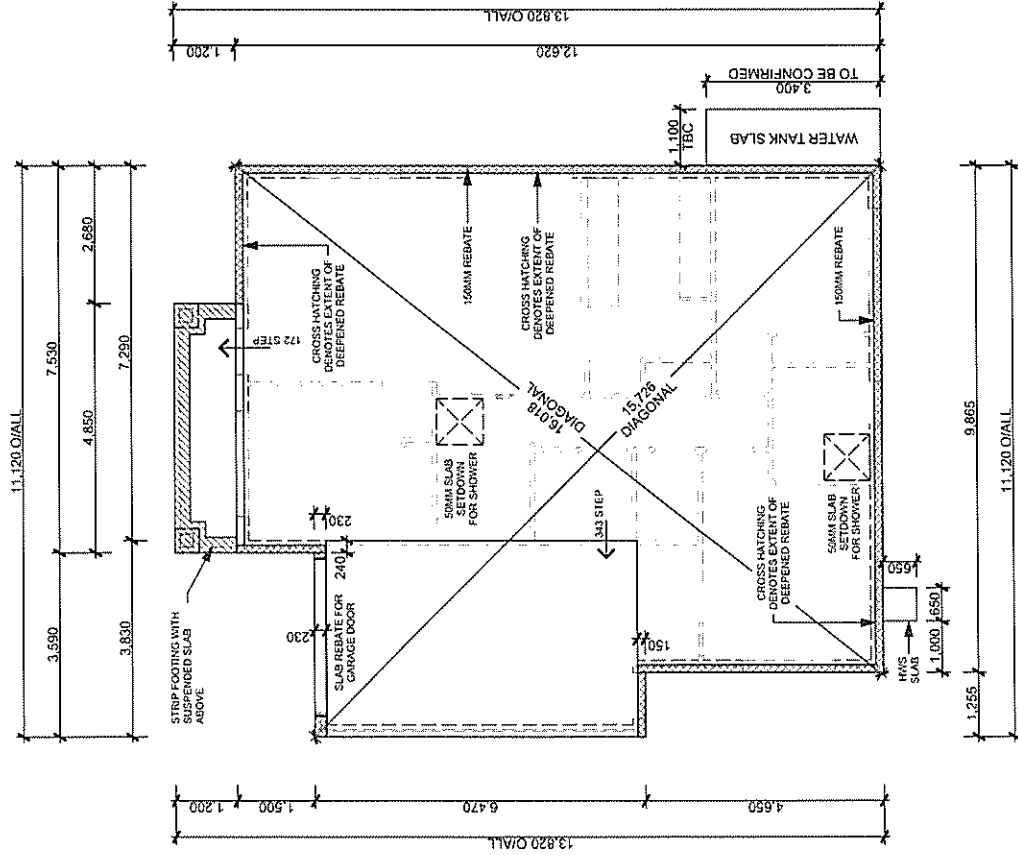
Assessor: Daniela Andriassen
 Acquisition No. DMN191823
 Address: 1411 N 28th Street
 City: Seattle
 State: WA 98107
 Assessed Value: \$119,800
 Market Value: \$119,800
 Date: 10/1/2019

RESIDENCE	RESIDENCE 5 - TYPE A2	CLIENT	LONGVIEW DESIGN AND BUILD
PROJECT	PROPOSED RESIDENCE	DRAWING TITLE	PROPOSED ELECTRICAL PLAN
ADDRESS	Lot 1 No.36 PRINCES AVE, LONGWARRY		

SLAB DIMENSIONS ARE INDICATIVE AND TO BE VERIFIED BY BUILDER/ENGINEER. REFER TO INTRAX ENGINEERING FOR SLAB/FOOTING DESIGN

DEEPEEN REBATE NOTE
EXTENT OF DEEPEEN REBATES TO
BE DETERMINED BY BUILDER ON SITE

BP No.: 7591342462647 23/10/
Arron McDermott BS-L 34264



TYPICAL WAFFLE SLAB REBATE DETAIL

RESIDENCE	RESIDENCE 5 - TYPE A2	CLIENT	LONGVIEW DESIGN AND BUILD
PROJECT	PROPOSED RESIDENCE	DRAWING TITLE	PROPOSED SLAB PLAN
ADDRESS	Lot 1 No.36 PRINCES AVE, LONGWARRY		

[illegible]

EOLDERS SIGNATURE / DATE
CIENTS SIGNATURE / DATE
CIENTS SIGNATURE / DATE

A circle with a shaded sector and a triangle. The sector is shaded with diagonal lines. The triangle is formed by the radii and the chord of the sector. The angle at the center is labeled N .

[illegible][illegible]

FLOOD PRONE AREA
THIS SITE IS LOCATED IN A FLOOD PRONE AREA AND IS SUBJECT TO MINIMUM FLOOD LEVELS. MELBOURNE WATER FLOOD LEVELS FOR THIS PROPERTY GRADE FROM 42.97 TO 42.58 AHD

NOTE
BUILDER TO ENSURE APPLICABLE
CLEARANCES COMPLY ON-SITE WITH
RELEVANT CURRENT AUSTRALIAN STANDARDS
FOR HOT WATER SERVICES. GAS METERS,
METER BOXES & MSH CONNECTION BOXES



DEVELOPED BY LONGVIEW
THIS PLAN ON PAST OR FUTURE

LONGVUE
DESIGN
AND BUILD

PROPOSED RESIDENCE
LOT 1 NO.36 PRINCES AVE, LONGWARRY - RESIDENCE 5

DWG No.	DESCRIPTION
S00	COVER SHEET
S01	GENERAL NOTES
S02	GROUND FLOOR SLAB PLAN
S03	WAFFLE SLAB SCHEDULE & LEGEND
S04	FOOTING DETAILS - SHEET 1
S05	FOOTING DETAILS - SHEET 2
S06	FOOTING DETAILS - SHEET 3
S07	FOOTING DETAILS - SHEET 4
S08	FOOTING DETAILS - SHEET 5
S09	FOOTING DETAILS - SHEET 6

[illegible]

GENERAL NOTES

CONCRETE

1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH AS 3600.
2. CONCRETE COVER TO ALL REINFORCEMENT (FINISHES NOT INCLUDED).

ELEMENT	FORMED AND SHIELDED	FORMED AND EXPOSED	NO FORM
SLABS AND WALLS	20mm	30mm	65mm
BEAMS	25mm	40mm	65mm
COLUMNS	40mm	50mm	75mm
FOOTINGS		65mm	75mm

3. CONCRETE SIZES SHOWN DO NOT INCLUDE FINISH AND MUST BE REDUCED OR HOLED IN ANY WAY WITHOUT THE ENGINEER'S APPROVAL.
4. DEPTHS OF BEAMS ARE GIVEN FIRST AND INCLUDE SLAB THICKNESS.
5. CONSTRUCTION JOINTS WHERE NOT SHOWN SHALL BE PROPERLY FORMED AND LOCATED TO THE APPROVAL OF THE ENGINEER.

6. REINFORCEMENT IS SHOWN DIAGNOSTICALLY AND NOT NECESSARILY IN TRUE PROJECTION.

7. SPLICES IN REINFORCEMENT SHALL BE MADE ONLY IN POSITIONS SHOWN. WELDING OF REINFORCEMENT WILL NOT BE PERMITTED UNLESS SHOWN ON THE STRUCTURAL DRAWINGS.

8. REINFORCEMENT SYMBOLS:

1. LOW DUCTILITY BARS TO AS 4671

2. SEISMIC DESIGN DUCTILITY BAR TO AS 4671

3. WELDED REINFORCEMENT TO AS 4671

4. CANTER TO BEAMS AND SLABS SHALL BE 2mm FOR EVERY 14 OF SPAN

5. UNLESS OTHERWISE NOTED

6. ALL CONCRETE SHALL BE GRADE 20MPa - 100mm SLUMP (UNLO)

7. ALL REINFORCEMENT SHALL BE SUPPORTED IN ITS CORRECT POSITION SO AS NOT TO BE DISPLACED DURING CONCRETING ON APPROVED BAR CHAIRS

8. AT 10mm MAX (BS BOTH WAYS) WHERE REQUIRED PROVIDE SUPPORT BARS

9. CONCRETE TO BE KEPT FREE OF SUPPORTING BRICKWORK BY TWO LAYERS

10. OF A SUITABLE MEMBRANE (MAINTHOD, ETC.) OR AS DIRECTED BY THE ENGINEER. VERTICAL FACES OF CONCRETE TO BE KEPT FREE BY 10mm

11. THICKNESS OF BITUMINOUS CANTE.

12. WHERE WALLS ARE NON-LOAD BEARING AT EITHER HORIZONTAL OR VERTICAL FACES THEY SHALL BE SEPARATED FROM CONCRETE OR BRICKWORK BY 10mm THICK CANTE.

13. ALL REINFORCEMENT FOR ANY ONE POOR SHALL BE COMPLETELY PLACED AND TIED PRIOR TO INSPECTION BY THE ENGINEER OR ARCHITECT. NO CONCRETE SHALL BE POURED UNTIL REINFORCEMENT HAS BEEN INSPECTED AND APPROVED.

14. WHERE SLABS AND BEAMS ARE TO SUPPORT BRICKWORK OVER FORMWORK AND PROPS MUST BE REMOVED BEFORE COMMENCEMENT OF BRICKWORK.

15. TRENCH MESH IN BEAMS TO BE LAID CONTINUOUSLY WITH EACH LAYER BEING LAPPED FOR ITS FULL WIDTH AT INTERSECTIONS AND FOR A MINIMUM OF 500mm AT SPLICES. THE TRENCH MESH SHALL BE OVERLAPPED BY THE WIDTH OF THE FABRIC AT T & L JUNCTIONS.

16. AS A GENERAL POLICY, INTRAX DO NOT RECOMMEND THE USE OF POLISHED CONCRETE. THE OWNER SHOULD BE MADE AWARE OF THE RISK OF THE DESIGNER AND BUILDER THAT CONCRETE IS NOT TO BE USED FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING. THE SHORT OR LONG TERM WE CAN NOT BE GUARANTEED. THE SHORT OR LONG TERM WE CAN NOT BE GUARANTEED. THE SHORT OR LONG TERM WE CAN NOT BE GUARANTEED.

17. WHEN NEW FOOTING IS ADJUTED TO A MINIMUM OF 10mm THICKNESS OF NEIGHBOURING BUILDING AT BOUNDARY. A MINIMUM OF 10mm THICK "TABLET" (OR APPROVED EQUIVALENT) MUST BE PLACED BETWEEN STRUCTURES (UNLESS OTHERWISE NOTED ON ENGINEERING DRAWINGS (TYPICAL))

GENERAL

1. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER CONSULTANT'S DRAWINGS AND SPECIFICATIONS AND WITH SUCH OTHER WRITTEN INSTRUCTIONS AS MAY BE ISSUED DURING THE COURSE OF THE CONTRACT. ANY DISCREPANCY SHALL BE REFERRED TO THE ENGINEER OR ARCHITECT BEFORE PROCEEDING WITH THE WORK.
2. ALL DIMENSIONS ARE TO BE OBTAINED FROM THE ARCHITECT'S DRAWINGS OR FROM SITE. ENGINEER'S DRAWINGS MUST NOT BE SCALED.
3. DURING CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STRUCTURE IN A STABLE CONDITION AND ENSURING NO PART SHALL BE OVERSTRESSED UNDER CONSTRUCTION ACTIVITIES.
4. MATERIAL AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH THE RELEVANT SAA CODES, BCA/NCC REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PROJECT SPECIFICATION.
5. THE APPROVAL OF A SUBSTITUTION BY THE ENGINEER IS NOT AN AUTHORIZATION FOR AN EXTRA. ANY EXTRA INVOLVED MUST BE TAKEN UP WITH THE ARCHITECT BEFORE WORK COMMENCES.
6. THE STRUCTURAL WORK SHOWN ON THESE DRAWINGS HAS BEEN DESIGNED FOR THE FOLLOWING LIVE LOADS:-

AREA	LIVE LOAD
FLOOR	15 kPa
ROOF	0.25 kPa OR (18/7A - 0.12) WHICHEVER IS GREATER
BALCONY (IF APPLICABLE)	2.0 kPa
GARAGE (IF APPLICABLE)	2.5 kPa

7. FOUNDATION MATERIAL TO BE APPROVED BEFORE POURING CONCRETE FOR A SAFE BEARING CAPACITY OF: 50kPa UNLESS SLAB
8. ALL DETAILS SHOWN IN INTRAX'S DRAWING SETS ARE FOR STRUCTURAL PURPOSES ONLY. THE ARCHITECT AND BUILDER MUST ENSURE ALL CONSTRUCTION REQUIREMENTS SET BY THE BCA/NCC ARE MET. THIS OFFICE SHOULD BE CONTACTED IF ANY CLARIFICATION IS REQUIRED.

STRUCTURAL STEELWORK

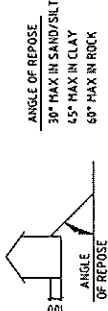
1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH AS 1054 AND/OR AS 4600.
2. WELDING SHALL BE PERFORMED BY AN EXPERIENCED OPERATOR IN ACCORDANCE WITH AS 1554.
3. HIGH STRENGTH BOLT THIS SHALL BE IN ACCORDANCE WITH AS 1511.
4. TWO COPIES OF THE SHOP DETAIL DRAWINGS ARE TO BE SUBMITTED TO THE ENGINEERS AND APPROVAL OF SAME OBTAINED BEFORE COMMENCING FABRICATION. APPROVAL WILL NOT COVER DIMENSIONS OR LAYOUT.
5. THE CONTRACTOR SHALL PROVIDE AND LEAVE IN PLACE UNTIL PERMANENT BRACING ELEMENTS ARE CONSTRUCTED. SUCH TEMPORARY BRACING AS IS NECESSARY TO STABILIZE THE STRUCTURE DURING ERECTION.
6. CANTER TO STRUCTURAL STEEL ROOF BEAMS, TRUSSES, PORTALS, ETC. TO BE 2mm FOR EVERY 14 OF SPAN UNLESS OTHERWISE NOTED.
7. ALL CLEAT AND DRILLING FOR FIXING OF TIMBER MEMBERS, ETC., TO BE PROVIDED BY FABRICATOR.
8. EXCEPT WHERE OTHERWISE SHOWN CONNECTIONS SHALL HAVE 6mm CONTINUOUS FILLET WELDS. 2-H16 8.8/5 BOLTS IN 15mm CLEARANCE HOLES AND 10mm THICK CLEAT PLATE.
9. CONCRETE ENCASED STEELWORK SHALL BE WRAPPED WITH SLAB FABRIC, UNLESS OTHERWISE SHOWN.
10. STEELWORK SHALL BE THOROUGHLY WIRE BRUSHED AND GIVEN ONE SHOP COAT OF APPROVED PRIMER EXCEPT THAT NONE SHALL BE APPLIED AT CONTACT SURFACES WHERE H.S. BOLTS USED.
11. ALL STEEL BEAMS AND LINTELS ARE TO HAVE 80mm MIN END BEARING UP TO 10m & 150mm MIN END BEARING OVER 10m, UNLESS OTHERWISE NOTED.
12. STEEL FRAMING MUST BE PROTECTED FROM CORROSION WHERE REQUIRED IN ACCORDANCE WITH NCC REQUIREMENT.

SITE DRAINAGE

1. AT THE TIME OF THE PREPARATION OF THIS DOCUMENT, IF THE DRAINAGE DESIGN WAS NOT PREPARED OR CERTIFIED BY THIS OFFICE, THEN THE DRAINAGE SYSTEM MAY NEED TO BE DETERMINED BY A SUITABLY QUALIFIED PERSON TO COMPLY WITH AS 2720. THE DRAINAGE DESIGNER SHOULD ENSURE THAT THE ELEMENTS OF THE DRAINAGE SYSTEM DESIGN ARE CONSIDERED WITH RESPECT TO THE PROPOSED FOOTING DESIGN. WE RECOMMEND THAT INTRAX CONSULTING ENGINEERS OR AN EQUIVALENT CERTIFIED PRACTITIONER, REVIEW ALL THE DOCUMENTATION TO ENSURE COMPLIANCE.
2. SITES SHOULD BE DRAINED SO THAT WATER CANNOT POND AGAINST OR NEAR THE HOUSE. THE GROUND IMMEDIATELY ADJACENT TO THE HOUSE SHOULD BE GRADED TO FALL 50mm OVER THE FIRST METRE WHERE THE IMPRACTICABLE BE ON SEVERAL SLOPING SITES USE A.C. DRAINS ADJACENT TO FOOTINGS WHERE THE GROUND FALLS TOWARDS THE BUILDING.

FOOTING: ANGLE OF REPOSE

1. FOOTING MUST NOT UNDERMINE EXISTING FOOTING OR BE UNDERMINED BY PROPOSED EXCAVATION.
2. ENSURE ADEQUATE ANGLE OF REPOSE AT ALL TIMES (REFER DETAILS BELOW).
3. NOTIFY THIS OFFICE IF FOOTING UNDERMINES OCCURS.
4. PIPE DEPTH & LOCATION MUST BE CONFIRMED PRIOR TO CONSTRUCTION.



OCCUPATIONAL HEALTH AND SAFETY

1. FOR ALL WORKS CONDUCTED ON THIS PROJECT, THE BUILDER SHALL HAVE ALL APPROPRIATE AND SUFFICIENT SAFETY MEASURES AND PROCEDURES IN PLACE.
2. SAFETY MEASURES MAY EXIST ON THIS SITE. BUILDER TO ENSURE NECESSARY SAFETY MEASURES ARE TAKEN TO PREVENT FALL AND TRIPPING HAZARDS ARE ELIMINATED.
3. FOR LARGE SPAN BEAMS (6000mm), BUILDER TO ENSURE SEAT PLATES/ANGLES TO STEEL COLUMNS FOR MAJOR BEAMS AND LINTELS ARE INSTALLED FOR SAFER CONNECTION. BOLTING AND STEEL WELDING ADEQUATE PROPPING MAY BE REQUIRED FOR ANY RETAINING WALL OR BEARING WALLS ON BOUNDARIES. THIS WORK SHOULD BE REQUIRED REGARDING FALLS AFTER THE WORKING PLATFORM IS IN PLACE. ADEQUATE DISTANCE FOR ROSE PROTECTORS SHOULD BE MAINTAINED TO ENSURE A SAFE WORKING PLATFORM DURING ROOF INSTALLATION AND WORKING AT HEIGHTS.
4. BUILDER MAY NEED TO BE AWARE OF APPROPRIATE MEASURES TO DEAL WITH HAZARDOUS MATERIALS SUCH AS ASBESTOS WHICH STILL CAN BE FOUND IN SERVICE PITS.
5. IF A CRANE IS REQUIRED, THE BUILDER IS TO PROVIDE ADEQUATE SAFETY MEASURES FOR CRANE USAGE AROUND POWER LINES.
6. IF ANY DRAINAGE IS REQUIRED OUTSIDE OF SITE BOUNDARIES, INFORMATION REGARDING EXISTING COUNCIL ASSETS NEED TO BE SOUGHT FROM "DIAL BEFORE YOU DIG".
7. THE SAFETY CONCERNS AND HAZARDS IDENTIFIED ABOVE REPRESENT COMMONLY OCCURRING RISKS. THE LIST DOES NOT COVER THE FULL RANGE OF RISK AVOIDANCE MEASURES REQUIRED.

CONSTRUCTION ISSUE

GENERAL NOTES

ENGINEER: S01	DRAWN: Y.T.T.	REV: 01
SHEET NO: 10	NO. OF SHEETS: 10	

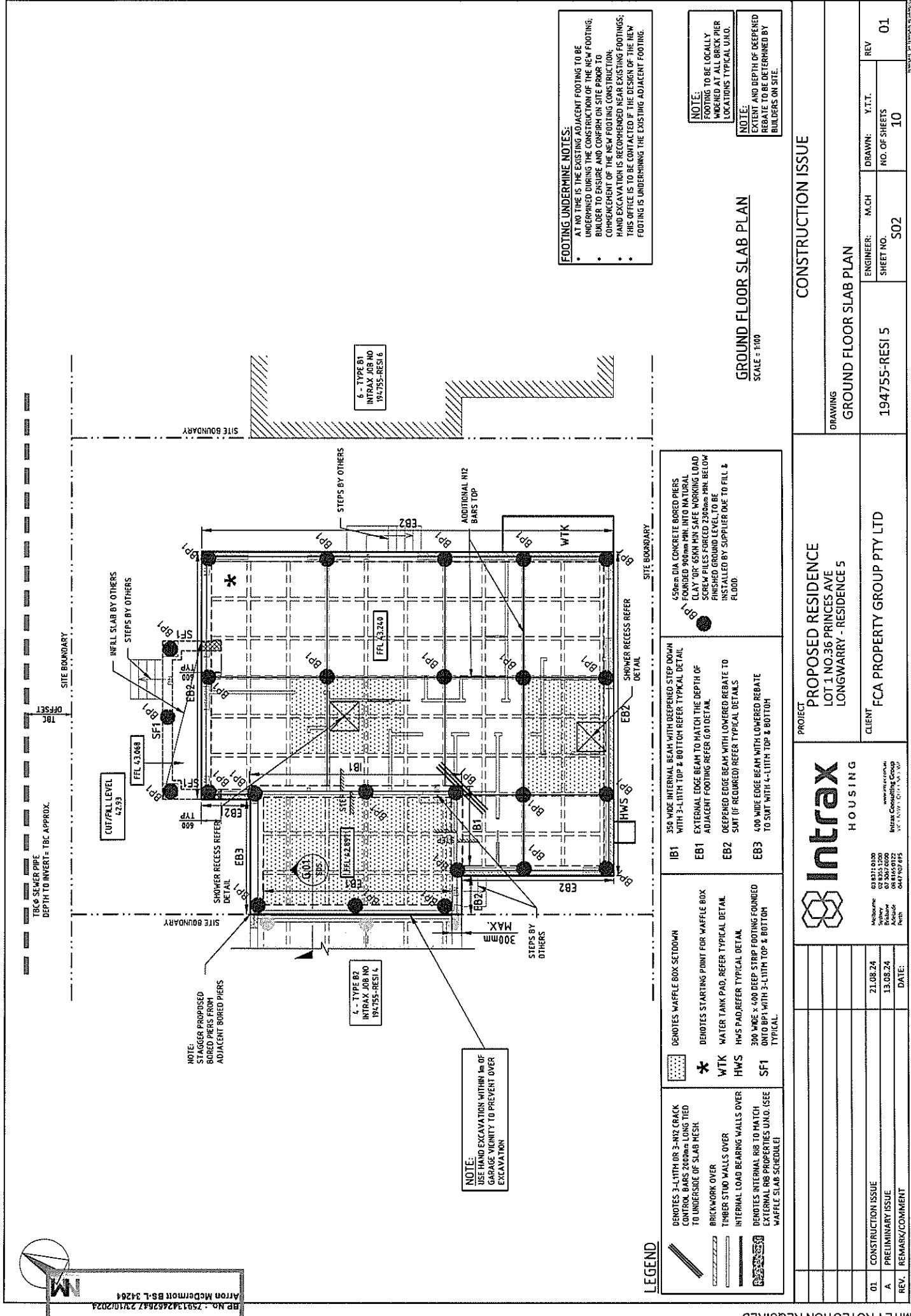
PROPOSED RESIDENCE

LOT 1 NO.36 PRINCES AVE
LONGWARRY - RESIDENCE 5

CLIENT: FCA PROPERTY GROUP PTY LTD



01 8171 0309
02 8255 1200
07 3057 0000
Intrax Group Pty Ltd
10/11-13/15, 17/19, 21/23, 25/27, 29/31, 33/35, 37/39, 41/43, 45/47, 49/51, 53/55, 57/59, 61/63, 65/67, 69/71, 73/75, 77/79, 81/83, 85/87, 89/91, 93/95, 97/99, 101/103, 105/107, 109/111, 113/115, 117/119, 121/123, 125/127, 129/131, 133/135, 137/139, 141/143, 145/147, 149/151, 153/155, 157/159, 161/163, 165/167, 169/171, 173/175, 177/179, 181/183, 185/187, 189/191, 193/195, 197/199, 201/203, 205/207, 209/211, 213/215, 217/219, 221/223, 225/227, 229/231, 233/235, 237/239, 241/243, 245/247, 249/251, 253/255, 257/259, 261/263, 265/267, 269/271, 273/275, 277/279, 281/283, 285/287, 289/291, 293/295, 297/299, 301/303, 305/307, 309/311, 313/315, 317/319, 321/323, 325/327, 329/331, 333/335, 337/339, 341/343, 345/347, 349/351, 353/355, 357/359, 361/363, 365/367, 369/371, 373/375, 377/379, 381/383, 385/387, 389/391, 393/395, 397/399, 401/403, 405/407, 409/411, 413/415, 417/419, 421/423, 425/427, 429/431, 433/435, 437/439, 441/443, 445/447, 449/451, 453/455, 457/459, 461/463, 465/467, 469/471, 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TERMITE PROTECTION REQUIRED

FOOTING UNDERMINE NOTES:


- AT NO TIME IS THE EXISTING ADJACENT FOOTING TO BE UNDERMINED DURING THE CONSTRUCTION OF THE NEW FOOTING.
- BUILDER TO ENSURE AND CONFIRM ON SITE PRIOR TO COMMENCEMENT OF THE NEW FOOTING CONSTRUCTION, HAND EXCAVATION IS RECOMMENDED NEAR EXISTING FOOTINGS;
- THIS OFFICE IS TO BE CONTACTED IF THE DESIGN OF THE NEW FOOTING IS UNDERMINING THE EXISTING ADJACENT FOOTING.

NOTE:
FOOTING TO BE LOCALLY
WORKED AT ALL BRICK PIER
LOCATIONS TYPICAL U.N.O.

NOTE:
EXTENT AND DEPTH OF DEEPENED
REBATE TO BE DETERMINED BY
BUILDERS ON SITE.

GROUND FLOOR SLAB PLAN
SCALE = 1:100

CONSTRUCTION ISSUE

		CLIENT		FCA PROPERTY GROUP PTY LTD	
		01		CONSTRUCTION ISSUE	
		A		PRELIMINARY ISSUE	
				REMARK/COMMENT	
				DATE:	
		21.08.24			
		13.08.24			

BP No. : 7591342462647 23/10/2024

FRAMING AND BRACING BY OTHERS NOTE:
FRAMING AND BRACING TO BE DESIGNED AND NOMINATED
BY FRAMING/TRUSS MANUFACTURER

EASEMENT INFORMATION NOTES:
EASEMENT INFORMATION WAS NOT PROVIDED
DURING THIS DESIGN;
THIS OFFICE SHOULD BE CONTACTED WHEN
EASEMENT INFORMATION IS AVAILABLE FOR
FURTHER ADVICE.

NOTE:
INTERNAL STORMWATER DRAINAGE PLANS NOT
PROVIDED. PLUMBER TO ENSURE NO CLASH WITH
PIERCE FOUNDATIONS.

WAFFLE SLAB SCHEDULE

SLAB DETAILS	
OVERALL SLAB DEPTH	UNO.
VOID FORM HEIGHT	275 mm
SLAB THICKNESS	85 mm
INTERNAL RIB WIDTH	100 mm
EXTERNAL RIB WIDTH	140 mm
STEN WIDTH	155 mm
	UNO.

PROVIDE MEMBRANE IN ACCORDANCE WITH BCA
ILAPPED 200 MM. AND TAPED AT JOINT(S) ON MAXIMUM
50mm COMPACTED QUARRY PRODUCT IF REQUIRED.
MEMBRANE MAY HAVE MINOR PENETRATIONS IN
ACCORDANCE WITH A52870.

SLAB REINFORCEMENT

<u>TOP</u>	SLAB FABRIC	SL#2	UND.
	INTERNAL RIB	1-N12 BAR	REFER PL
	EXTERNAL RIB	3-L11TH	UND.
<u>BOTTOM</u>	INTERNAL RIB	1-N12 BAR	UND.
	EXTERNAL RIB	3-L11TH	UND.

NOTES:

1. THIS DESIGN SHOULD BE READ IN CONJUNCTION WITH THE DOCUMENTATION AND DRAWINGS REFERENCED ABOVE.
2. SITE BOUNDARY RETAINING WALLS TO BE DESIGNED BY OTHERS AS REQUIRED UND
3.
 - a) USE APPROPRIATE FLEXIBLE BEDDING PORTLAND FOR BRITTLE FLOOR COVERING WHERE BRITTLE AREA IS GREATER THAN 10% (eg. CERAMIC TILES).
 - b) ALTERNATIVELY IF FLEXIBLE ADHESIVE TO BE USED FOR LAYING OF TILES, MINIMUM 90 DAYS WAITING PERIOD IS REQUIRED AFTER SLAB HAS BEEN POURED.

REFER TO RECOMMENDATIONS & SITE INVESTIGATIONS:

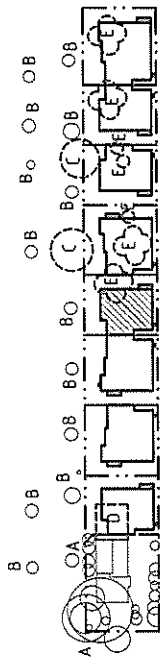
COMPANY: ENTRAPX CONSULTING
REF. No.: 194755 - REV C
DATED: 22.08.2024
CLASS: P/H (AS2870-2011)

REFER TO ARCHITECTURAL WORKING DRAWINGS:

COMPANY: LONGVUE DESIGN AND BUILD
REF. No.: 21-0017
DATED: 03.02.2023

REFER TO CIVIL/DRAINAGE DESIGN DRAWINGS:

COMPANY. URBAN CIV.
REF. No.: C261 REV B
DATED: 28.03.2023



TREE EFFECT SITE KEY PLAN

SCALE = NTS

NOTES:

- LOCATION OF TREES SHOWN INDICATIVE ONLY
A-DENOTES EXISTING SHADYTOWN GROUP OF TREES WITH ASSUMED MAX. MATURE HEIGHT 20m.
B-DENOTES EXISTING SINGLE TREE WITH ASSUMED MAX MATURE HEIGHT 15m.
C-DENOTES EXISTING TREES REMOVED BETWEEN SEP. 2023 AND SEP. 2025, WITH ASSUMED HEIGHT 10m AT REMOVAL.
E-DENOTES EXISTING TREES REMOVED BETWEEN SEP. 2023 AND FEB. 2024, WITH ASSUMED HEIGHT 10m AT REMOVAL.
F-DENOTES EXISTING TREES REMOVED BETWEEN JAN. 2022 AND JAN. 2023, WITH ASSUMED HEIGHT 10m AT REMOVAL.

TREE EFFECT NOTE:

- THIS SLAB DESIGN HAS TAKEN TREE EFFECT IDENTIFIED AT THE TIME OF SOIL INVESTIGATION INTO CONSIDERATION.
- BUILDER TO REMOVE ALL TREES AND TREE ROOTS/MATERIAL OVER THE PROPOSED BUILDING AREA;
- ANY SOFT OR LOOSE MATERIAL THAT DOES NOT RESPOND TO COMPACTION SHOULD BE EXCAVATED TO ACHIEVE A FIRM BASE. BACKFILL HOLES WITH NON POROUS MATERIAL, COMPACTED IN MAXIMUM 50mm LAYERS.
- THE TREE HEIGHTS AND/OR SPECIES ARE BASED ON THE BEST INFORMATION AVAILABLE TO INTRAX AT THE TIME OF DESIGN. SHOULD INFORMATION CONTRARY TO THE DESIGN ASSUMPTION BECOME AVAILABLE, THIS OFFICE SHALL BE CONTACTED FOR REVIEW



03 8371 6100
02 8355 1200
07 2067 0800
08 8165 8122
0447 927 695

CT
PROPOSED RESIDENCE
LOT 1 NO.36 PRINCES AVE
LONGWARRY - RESIDENCE 5

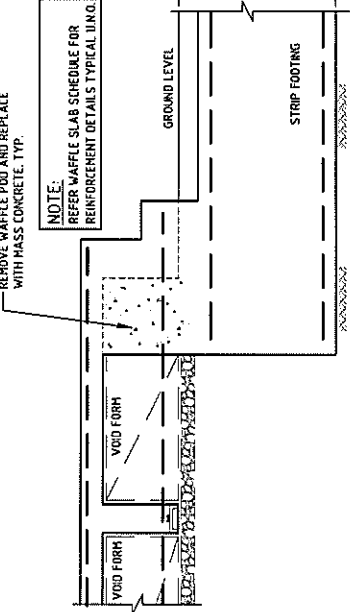
CLIENT
FCA PROPERTY GROUP PTY LTD

CONSTRUCTION ISSUE

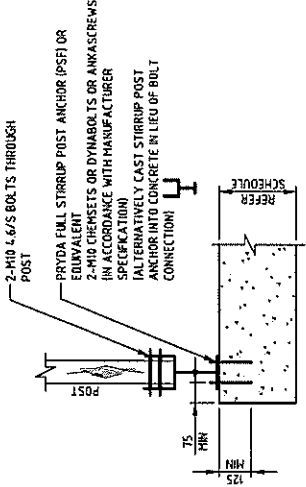
DRAWING	WAFFLE SLAB SCHEDULE & LEGEND			REV
	194755-RES1 5	ENGINEER: M.G.H SHEET NO.	DRAWN: Y.T.T. NO. OF SHEETS 10	

[illegible]

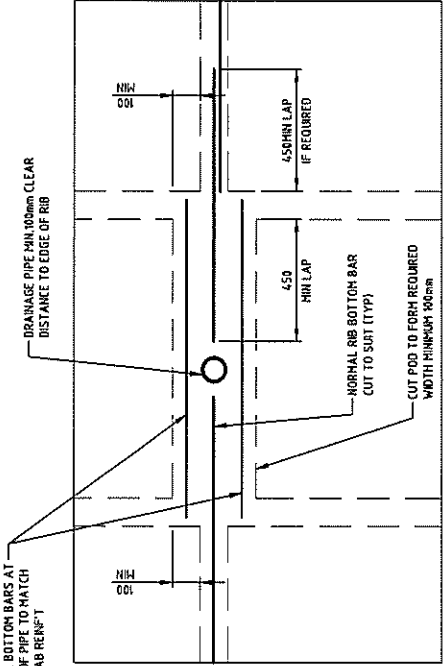
RP No. - 75913A262647 23/10/2024
Arron McDermott BS-L 34264



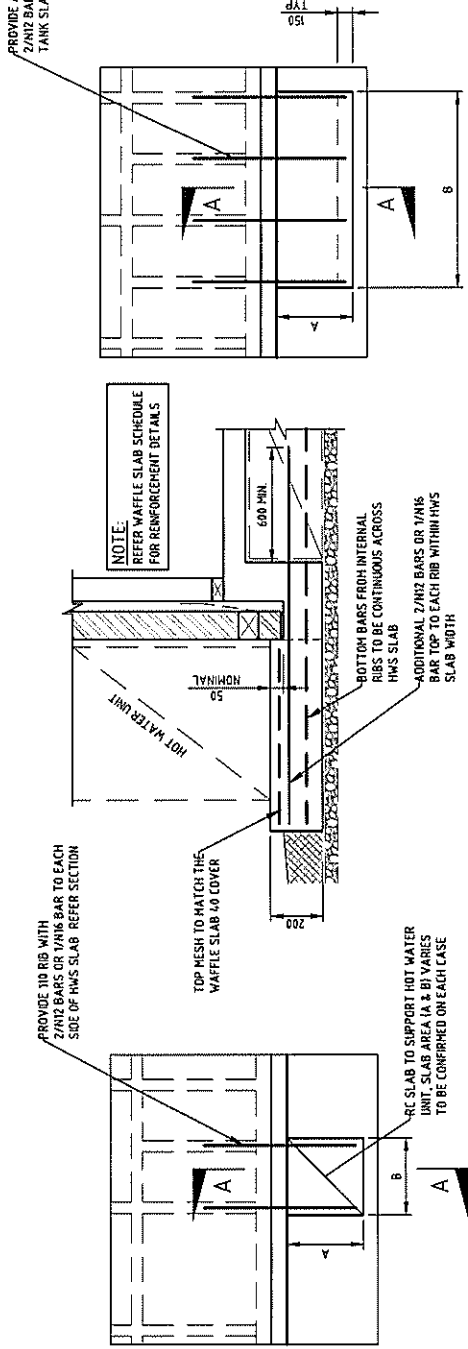
TYPICAL STRIP FOOTING TO WAFFLE SLAB
EDGE BEAM CONNECTION DETAIL
SCALE = 1:20



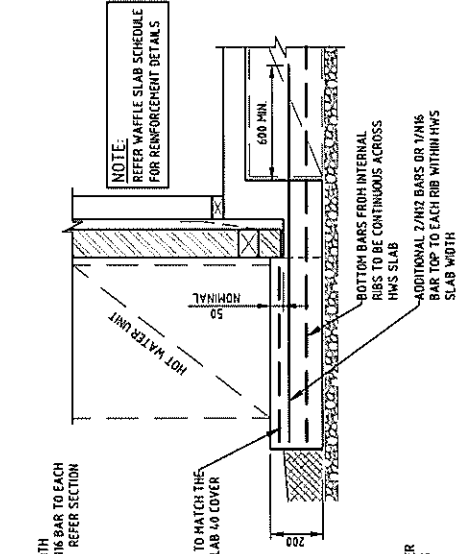
TYPICAL TIMBER FULL STIRRUP POST ON
CONCRETE SLAB/FOOTING DETAIL
SCALE = 1:20



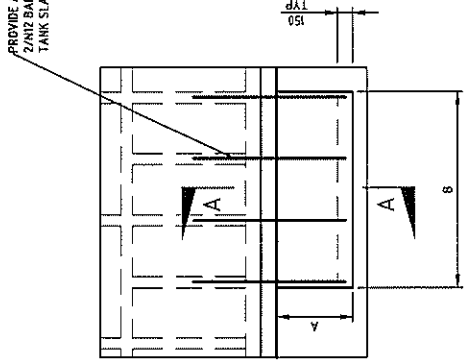
TYPICAL PIPE THROUGH WAFFLE RIB PLAN VIEW
SCALE = 1:20



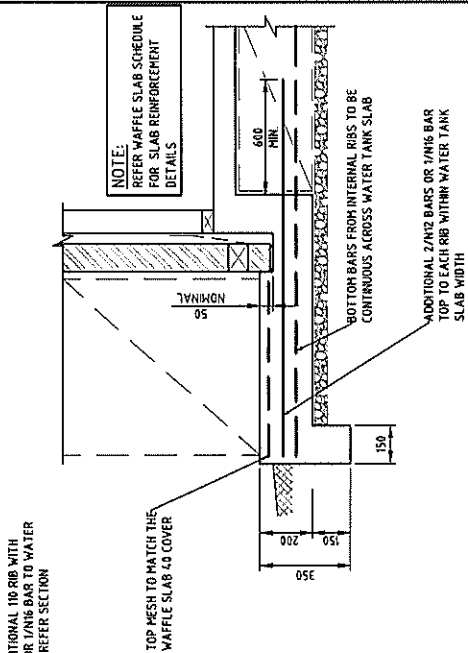
KEY PLAN AT (HWS)
N.T.S.



TYPICAL HWS PAD DETAIL
SCALE = 1:20



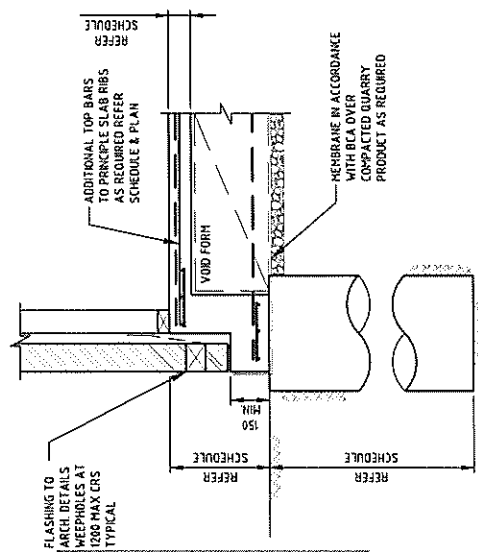
KEY PLAN AT WATER TANK
N.T.S.



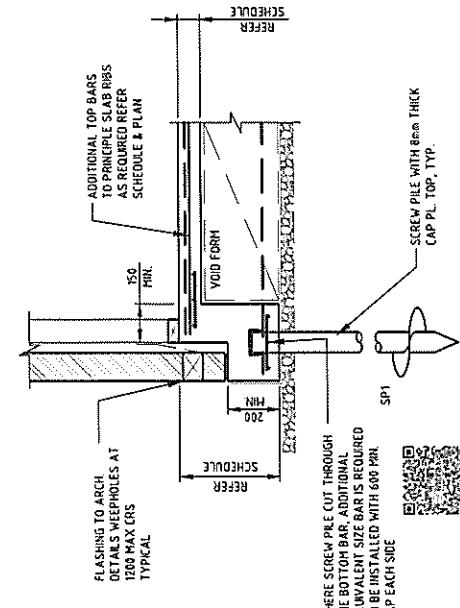
TYPICAL WATER TANK PAD INTEGRATED
WITH WAFFLE SLAB DETAIL
SCALE = 1:20

SECTION A-A
SCALE = 1:20

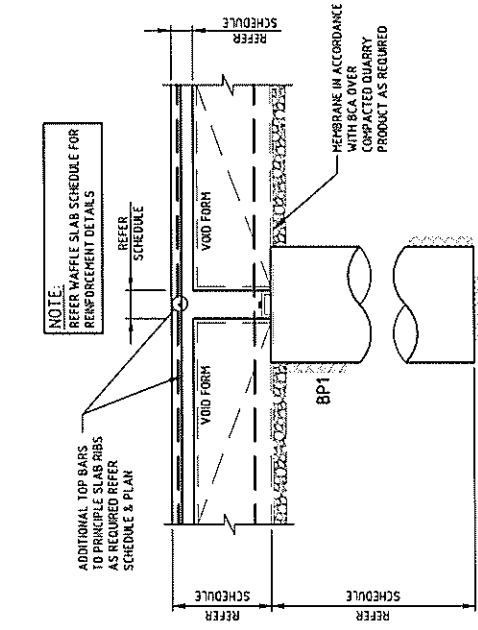
PROJECT		PROPOSED RESIDENCE LOT 1 NO.36 PRINCES AVE LONGWARRY - RESIDENCE 5		CONSTRUCTION ISSUE	
CLIENT		FCA PROPERTY GROUP PTY LTD		DRAWING	
CONSTRUCTION ISSUE		194755-RESI 5		FOOTING DETAILS - SHEET 3	
PRELIMINARY ISSUE		21.08.24		ENGINEER: M.CH	
REMARK/COMMENT		13.08.24		SHEET NO. S06	
				DRAWN: Y.T.T.	
				NO. OF SHEETS 10	
				REV 01	



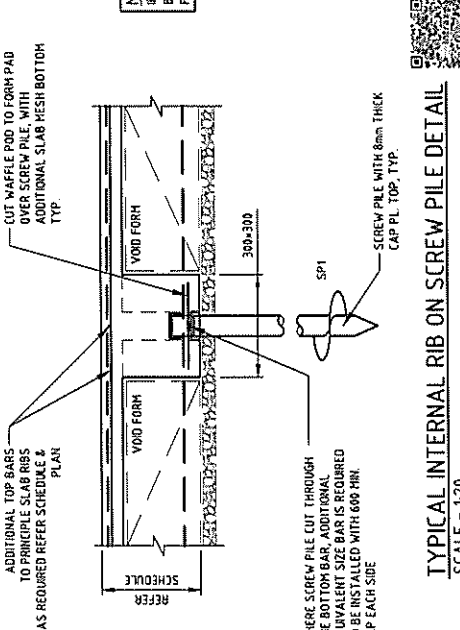
TYPICAL EXTERNAL RIB ON PIER
SCALE = 1:20



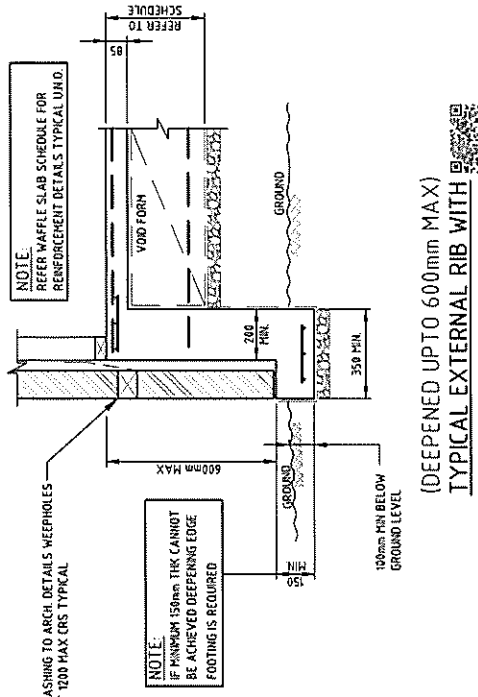
TYPICAL EXTERNAL RIB ON SCREW PILE
SCALE = 1:20



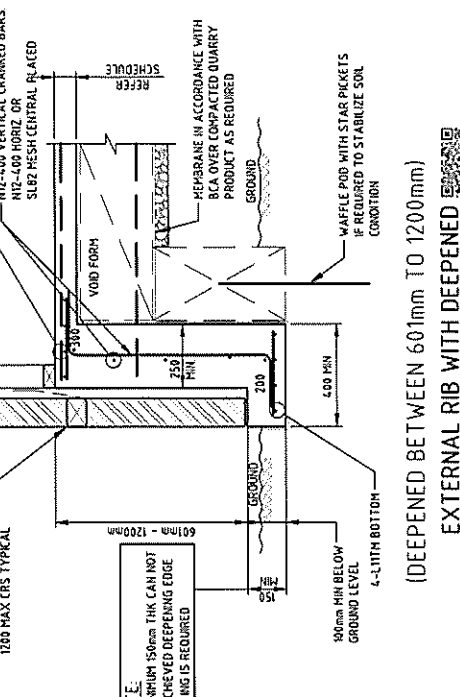
TYPICAL INTERNAL RIB ON PIER
SCALE = 1:20



TYPICAL INTERNAL RIB ON SCREW PILE
SCALE = 1:20



DEEPEDED EXTERNAL RIB WITH TYPICAL EXTERNAL RIB
SCALE = 1:20



DEEPEDED EXTERNAL RIB WITH DEEPEDED EXTERNAL RIB
SCALE = 1:20

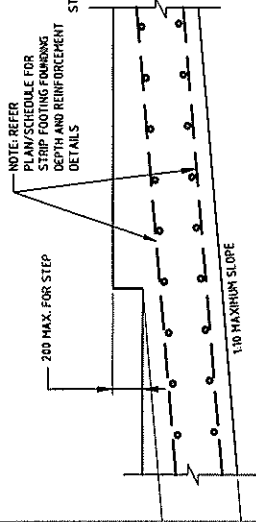


PROJECT		CONSTRUCTION ISSUE	
PROPOSED RESIDENCE LOT 1 NO.36 PRINCES AVE LONGWARRY - RESIDENCE 5		DRAWING FOOTING DETAILS - SHEET 4	
CLIENT FCA PROPERTY GROUP PTY LTD		ENGINEER: M.CH SHEET NO: S07	
21.08.24		DRAWN: Y.T.T.	
13.08.24		NO. OF SHEETS 10	
DATE:		REV	
01		01	
A		01	
REV		01	
REMARK/COMMENT		01	

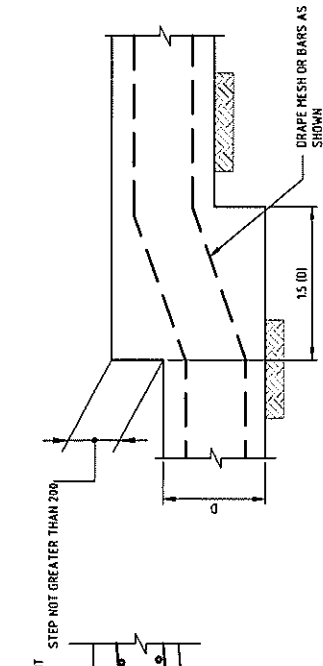
Intrax
HOUSING

McDermott
02 8271 0300
02 8271 0300
04 8555 9122
0447 707 070

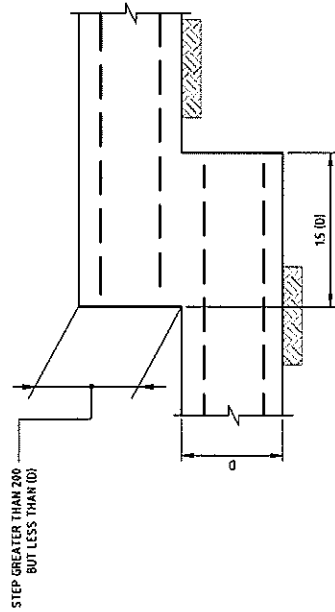
www.intrax.com.au
Intrax Construction Group
1111 1111 1111 1111



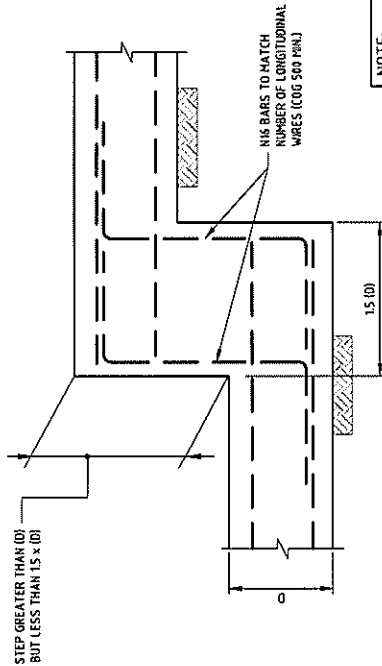
**TYPICAL STEPPING STRIP FOOTING
DETAIL WITH 1:10 MAXIMUM SLOPE
(IF REQUIRED)
N.T.S.**



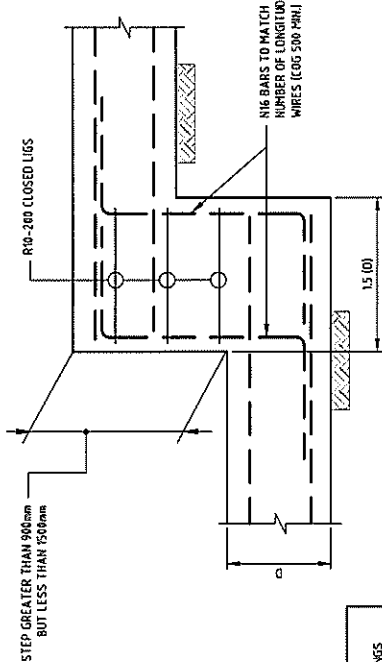
TYPE 1



TYPE 2



TYPE 3

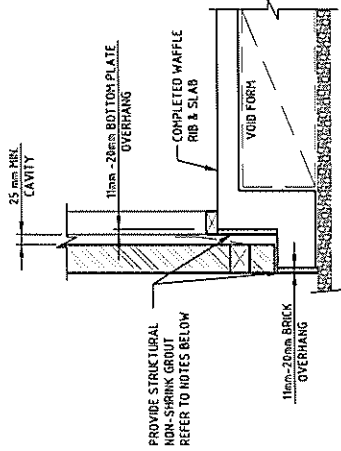


TYPE 4

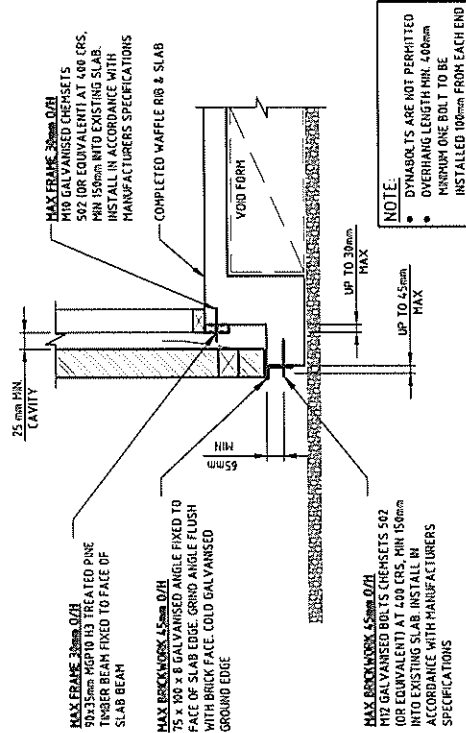
NOTE:
APPLY TO ALL STEPPING STRIP FOOTINGS
UNLESS SHOWN OTHERWISE ON THE DRAWINGS

**TYPICAL STRIP FOOTING STEPS
N.T.S.**

CONSTRUCTION ISSUE		DRAWING		FOOTING DETAILS - SHEET 5		ENGINEER: M.CH		DRAWN: Y.T.T.		REV	
PROJECT		PROPOSED RESIDENCE LOT 1 NO 36 PRINCES AVE LONGWARRY - RESIDENCE 5		CLIENT		FCA PROPERTY GROUP PTY LTD		194755-RESI 5		S08	
CONSTRUCTION ISSUE		PRELIMINARY ISSUE		DATE:		21.08.24		CONSTRUCTION ISSUE		21.08.24	
PRELIMINARY ISSUE		DATE:		13.08.24		REMARK/COMMENT		NO. OF SHEETS		10	
REMARK/COMMENT		DATE:		13.08.24		NO. OF SHEETS		10		01	



PROVISIONAL ALTERNATIVE EDGE RIB DETAIL FOR
BRICK & FRAME OVERHANG (11mm TO 20mm)
N.T.S.



PROVISIONAL ALTERNATIVE EDGE RIB DETAIL FOR
BRICK & FRAME OVERHANG (MAX O/H 30mm FRAME) &
(MAX O/H 45mm BRICKWORK ONLY)
SCALE = N.T.S.



NOTES:

- THE EDGES OF THE EXISTING CONCRETE SLAB ARE TO BE SCABBLED OR ACID WASHED AND THEN RINSED TO PROVIDE A COARSE SURFACE TO ACCEPT THE NON-SHRINK GROUT.
- APPLY A CONCRETE OR BONDIT PRODUCT TO THE EDGES OF THE CONCRETE SLAB TO RECEIVE THE NON-SHRINK GROUT, IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
- WHILE THE SLURRY MIX IS STILL WET, PROVIDE HIGH-STRENGTH NON-SHRINK GROUT TO BENEATH OF THE OVERHANG. SUCH AS LAMCO 702 DURABED OR SIMILAR APPROVED/INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS. BENEATH THE OVERHANG THE THICKNESS OF THE GROUT MUST BE CONSISTENT WITH THE OVERHANG & GROUT MUST BE AT LEAST 50mm DEEP.
- THE ABOVE DETAIL IS ONLY APPLICABLE FOR BRICK VENEER (UP TO TWO STORES RESIDENTIAL BUILDING) WITH NOMINAL FIXINGS TO THE SLAB. MAXIMUM OVERHANG LENGTH NOT TO EXCEEDING 20mm.
- BOTTOM WALL PLATE TO BE FIXED TO CONCRETE SLAB IN ACCORDANCE WITH TIMBER FRAMING MANUAL.
- IF ONE OF THE FOLLOWING CONDITIONS ARE MET TO THE OVERHANG, BUILDER SHOULD SUBMIT DETAILS TO INTRAX CONSULTING ENGINEERS, PRIOR COMMENCE ANY CONSTRUCTION WORKS.
 - BRACED WALL WITH SPECIFIED FIXINGS, OTHER THAN NOMINAL FIXING.
 - UNDER CONCENTRATED LOADS (DOUBLE/TRIPLE STUDS OR STEEL COLUMNS).
 - VOIDS ON SURFACE OF EXTERNAL RIBS DUE TO POOR COMPACTION/VIBRATION.
 - TIMBER FRAMING WALL IS LESSER THAN 2700mm WIDE.
 - TIMBER FRAMING WALL IS GREATER THAN 2700mm HIGH.
 - WIND CLASSIFICATION OF H3 OR ABOVE.

NOTES:

BOTTOM WALL PLATE TO BE FIXED TO CONCRETE SLAB IN ACCORDANCE WITH AS 1884.2

NOTES:

REFER TO ENGINEERING DRAWINGS FOR EXISTING FOOTING SPECIFICATIONS. EXTERNAL RIB TO ACHIEVE MIN DIMENSIONS SPECIFIED. IF NOT, THIS OFFICE IS TO BE CONTACTED

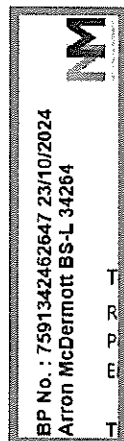
NOTES:

BRICK VENEER CAVITY WIDTH/WALL TIES TO BE AS PER NCC REQUIREMENTS

NOTES:

- IF ONE OR MORE OF THE FOLLOWING CONDITIONS ARE MET AT THE OVERHANG AREA, BUILDER SHOULD SUBMIT DETAILS TO INTRAX CONSULTING ENGINEERS, PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORKS
- BRACED WALL WITH SPECIFIED FIXING, OTHER THAN NOMINAL FIXING
 - UNDER CONCENTRATED LOADS (DOUBLE/TRIPLE STUDS OR STEEL COLUMNS)
 - VOIDS ON SURFACE OF EXTERNAL RIBS DUE TO POOR COMPACTION/VIBRATION
 - TIMBER FRAMING WALL IS LESSER THAN 90mm WIDE
 - TIMBER FRAMING WALL IS GREATER THAN 2700mm HIGH
 - WIND CLASSIFICATION OF H3 OR ABOVE
 - VENEER WALL IS NOT SINGLE LEAF MASONRY

CONSTRUCTION ISSUE			
DRAWING		FOOTING DETAILS - SHEET 6	
PROJECT		ENGINEER:	
PROPOSED RESIDENCE		S09	
LOT 1 NO.36 PRINCES AVE		SHEET NO.	
LONGWARRY - RESIDENCE 5		10	
CLIENT		DRAWN:	
FCA PROPERTY GROUP PTY LTD		NO. OF SHEETS	
		REV	
		01	



**Building Act 1993
Section 238(1)(a)
Building Regulations 2018
Regulation 126: Certificate of Compliance for Proposed Building Work**

This certificate is issued to

Relevant building surveyor: *Nelson McDermott Building Surveyors - Arr: Arron*
Postal address: *PO Box 419 Hampton Park* Postcode: *3976*
Email address: *admin@nelsonmcdermott.com.au*

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

Number: 36	Street/road: <i>PRINCES Avenue</i>	City/suburb/town: <i>Longwarry</i>
Lot/s: 1	LP/PS:	Volume:
Folio:	Crown Allotment:	Sections:
Parish:	Country:	Municipal District:

Lot 5 Timberland Court Longwarry

Nature of proposed building work

*Construction of a new single storey building to NCC - BCA 2019 Volume 2 (Amendment 1).
Ground Floor Slab & Footing Design;*

Building Classification

Class 1a (Dwelling); Class 10a (Garage);

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

Design or part of the design of building work relating to Structural Matter

Documents setting out the design that is certified by this certificate

Doc. No.	Doc. Rev.	Doc. Date	Type of Document	Pages	Prepared By
194755-RESI 5	01	21/08/2024	Structural Drawings	S00 - S09	Intrax Consulting Engineers
194755		22/08/2024	Soil Report	1 - 19	Intrax Consulting Engineers

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

Act, Regulation, or NCC	Section, Regulation, Part, Performance Requirement or other provision
NCC - BCA 2019 Volume 2 (Amd. 1)	Parts 2.1, 3.0, 3.1.1, 3.1.2, 3.2, 3.3, 3.4 & 3.10
Australian Standards	AS1684.2-2010; AS1684.4-2010; AS1720.1-2010; AS4100-1998; AS2870-2011; AS4055-2012; AS3500.3-2018; AS1170.0-2002; AS1170.1-2002; AS1170.2-2011; AS3600-2018; AS4773.1-2015; AS4773.2-2015; AS3700-2018; AS4678-2002.

I did prepare the design, or part of the design, set out in the documents listed above and I certify that the design set out in the documents listed above comply with the provisions set out above. I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so. Any proprietary members such as floor joists or roof trusses, not specifically detailed in the referenced design documents shall not be considered as part of this certification.

Engineer

Endorsed building engineer: *Taylor Crameri*
Endorsed area of engineering: *Engineer (Civil)*
Postal address: *Intrax Consulting Engineers*
Email address: *info@intrax.com.au*

Registration No. *PE0003614*
Level 4 469 La Trobe St Melbourne VIC 3000

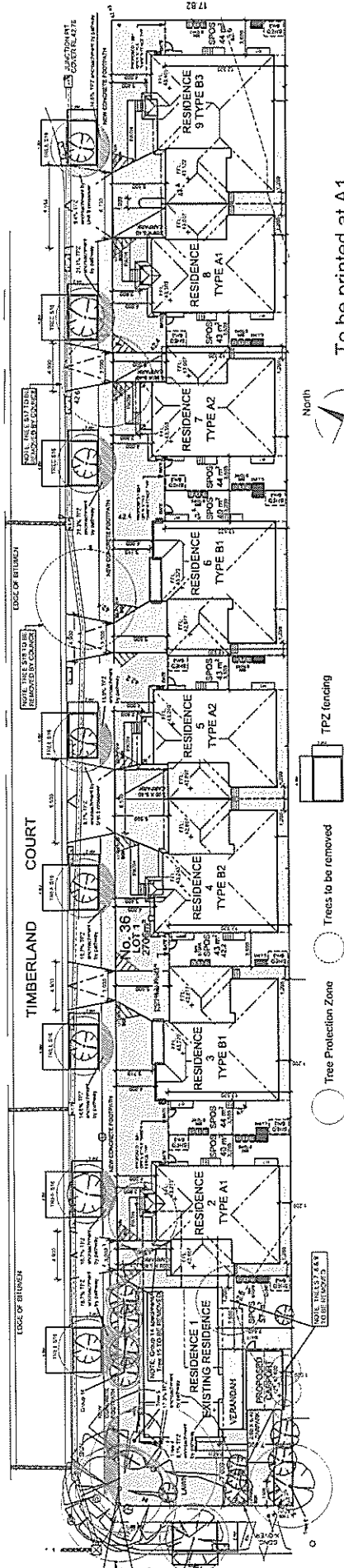
Signature: *[Signature]*

Date of issue of Certificate: 22/08/2024

TREE PROTECTION PLAN

36 Princess Ave Longwarry

PLANNING AND ENVIRONMENT ACT 1987
BANKS SHIRE COUNCIL
ENDORSED PLAN
PLANNING PERMIT NO. PL4557-22
APPROVED BY INFRASTRUCTURE
DEPARTMENT TO CONDITIONS
(COUNCIL DELEGATE)
DATE 13/11/2022
SHEET 1 OF 1



To be printed at A1

PROJECT ARBORIST

Prior to any works commencing a Project Arborist is to be appointed to oversee all relevant tree works. This shall include, but not be limited to, the works prescribed in this TMP. The Project Arborist MUST be an appropriately experienced and skilled professional with a minimum qualification of Certificate V (or equivalent) in arboriculture.

TREE PROTECTION FENCING

Prior to the commencement of the site's demolition, in accordance with AS4970 (2009) Protection of Trees on Development Sites, temporary protection fencing is to be installed around the TPZ of Trees 516 specimens within the confines of the road reserve and to the limit of the new concrete footpath.

The chainmesh temporary fencing or similar, is to be a minimum of 1.8m tall and is to be erected before any machinery or materials are brought onto or off the site and before the commencement of all demolition works.

All temporary fence supports, and bracing should be outside the TPZ and any excavation for supports, or bracing should avoid damaging roots where possible.

Any change to the tree protection fencing must be approved and sited by the project arborist. Signage must be placed around the outer edge of perimeter the fencing identifying the area as a TPZ. The signage must be visible from within the development, with the lettering complying with AS 1319.

PROJECT ARBORIST

Prior to the commencement of works, the Project Arborist is to inspect the site to ensure that all tree protection measures are in place and in accordance with AS4970:2009.

RESTRICTIONS WITHIN TREE PROTECTION ZONES

Other than the approved works, no trenching is allowed within the TPZ's for the installation of utility services unless a tree sensitive installation method such as directional boring or hydro-vacuum excavation, have been approved by the Responsible Authority.

Other than the approved works, those activities generally excluded from the TPZ, both fenced and unfenced sections, include:

- Storage of materials and/or chemicals
- Parking of vehicles and machinery (except for section of retained driveway)
- Excavation, cultivation, or compaction of existing soil levels, trenching or soil level changes
- Wash down and cleaning of equipment
- Reluelling
- Dumping of waste/chemicals
- Burning of materials
- Placement of fill
- Physical Damage to trees

REMOVAL OF COUNCIL TREES

The removal of Council trees 17 and 18 are to be removed by a contractor approved by the Responsible Authority.

CONCRETE FOOTPATH CONSTRUCTION

The portion of the new concrete path constructed within the TPZ of Trees 2, A3, 4, 5, Group 14 & 516 specimens must be constructed at or above the existing grade to minimize the potential damage to the tree root systems. The project arborist must inspect the excavation within each Tree 516 specimen to undertake root pruning if required. If required, exposed roots must be pruned in accordance with AS4373:2007 Pruning of amenity trees by the Project Arborist or a qualified arborist (minimum level 3 certification) using clean sharp hand tools.

CONSTRUCTION OF CROSSOVERS WITHIN THE TPZ OF TREE 516 SPECIMENS

Excavation for the Unit 5 & 9 crossovers within the TPZ of the two Tree 516 specimens must utilise a non-destructive technique (hydro-vacuum, air-lifts, or manual digging) under the direction and supervision of the Project Arborist. If required, exposed roots must be pruned in accordance with AS4373:2007 Pruning of amenity trees by the Project Arborist or a qualified arborist (minimum level 3 certification) using clean sharp hand tools.

INSTALLATION OF SERVICES



All services must be located outside nominated TPZs. If no alternative is available, the installation of services within a TPZ must employ directional boring at a minimum depth of 600mm or installed using hydro excavation under the supervision of the project arborist.

TREE DATA

Tree	Tag	Common Name	D.B.H. (cm)	TPZ (m)
51	Tree	Weeping Bottlebrush	18	3.5
2	Tree	Red-flowering Gum	48	5.8
3	Tree	Liquidamber	36	4.4
4	Tree	Liquidamber styraciflua	54	6.5
5	Tree	Prunus domestica	25	3
6	Tree	Prunus domestica	34	4.1
7	Tree	Syzygium paniculatum	30	3.6
8	Tree	Prunus domestica	25	3
9	Tree	Betula pendula	35	4.2
10	Tree	Prunus domestica	15	2
11	Tree	Prunus domestica	32	3.9
12	Tree	Prunus domestica	64	7.7
13	Tree	Prunus domestica	16	2
14	Tree	Prunus domestica	10	2
15	Tree	Prunus domestica	18	2.2
16	Tree	Prunus domestica	25	3
17	Tree	Prunus domestica	40	4.8
18	Tree	Prunus domestica	71	8.6

The site plan illustrates the proposed development along Princes Avenue, bounded by Timberland Court to the north and the existing dwelling at 4230 to the south. The plan includes the following details:

- Property Lines and Setbacks:** The site is divided into lots with setbacks of 10.0, 15.0, 10.0, 10.0, 10.0, and 10.0 feet from the street frontage.
- Building Footprints and Details:**
 - Existing Dwelling (FFL 42.57):** Located at the southern end of the site, with a footprint of 42.57 x 10.0 feet.
 - Proposed Buildings:** A series of buildings with footprints ranging from 42.30 to 42.57 feet in width and 10.0 to 15.0 feet in depth. Each building has a specific FFL (Finished Floor Level) and a footprint area.
- Drainage and Elevation:**
 - Spot Elevations:** Various spot elevations are marked throughout the site, including 42.30, 42.31, 42.32, 42.33, 42.34, 42.35, 42.36, 42.37, 42.38, 42.39, 42.40, 42.41, 42.42, 42.43, 42.44, 42.45, 42.46, 42.47, 42.48, 42.49, 42.50, 42.51, 42.52, 42.53, 42.54, 42.55, 42.56, 42.57, 42.58, 42.59, 42.60, 42.61, 42.62, 42.63, 42.64, 42.65, 42.66, 42.67, 42.68, 42.69, 42.70, 42.71, 42.72, 42.73, 42.74, 42.75, 42.76, 42.77, 42.78, 42.79, 42.80, 42.81, 42.82, 42.83, 42.84, 42.85, 42.86, 42.87, 42.88, 42.89, 42.90, 42.91, 42.92, 42.93, 42.94, 42.95, 42.96, 42.97, 42.98, 42.99, 43.00, 43.01, 43.02, 43.03, 43.04, 43.05, 43.06, 43.07, 43.08, 43.09, 43.10, 43.11, 43.12, 43.13, 43.14, 43.15, 43.16, 43.17, 43.18, 43.19, 43.20, 43.21, 43.22, 43.23, 43.24, 43.25, 43.26, 43.27, 43.28, 43.29, 43.30, 43.31, 43.32, 43.33, 43.34, 43.35, 43.36, 43.37, 43.38, 43.39, 43.40, 43.41, 43.42, 43.43, 43.44, 43.45, 43.46, 43.47, 43.48, 43.49, 43.50, 43.51, 43.52, 43.53, 43.54, 43.55, 43.56, 43.57, 43.58, 43.59, 43.60, 43.61, 43.62, 43.63, 43.64, 43.65, 43.66, 43.67, 43.68, 43.69, 43.70, 43.71, 43.72, 43.73, 43.74, 43.75, 43.76, 43.77, 43.78, 43.79, 43.80, 43.81, 43.82, 43.83, 43.84, 43.85, 43.86, 43.87, 43.88, 43.89, 43.90, 43.91, 43.92, 43.93, 43.94, 43.95, 43.96, 43.97, 43.98, 43.99, 44.00, 44.01, 44.02, 44.03, 44.04, 44.05, 44.06, 44.07, 44.08, 44.09, 44.10, 44.11, 44.12, 44.13, 44.14, 44.15, 44.16, 44.17, 44.18, 44.19, 44.20, 44.21, 44.22, 44.23, 44.24, 44.25, 44.26, 44.27, 44.28, 44.29, 44.30, 44.31, 44.32, 44.33, 44.34, 44.35, 44.36, 44.37, 44.38, 44.39, 44.40, 44.41, 44.42, 44.43, 44.44, 44.45, 44.46, 44.47, 44.48, 44.49, 44.50, 44.51, 44.52, 44.53, 44.54, 44.55, 44.56, 44.57, 44.58, 44.59, 44.60, 44.61, 44.62, 44.63, 44.64, 44.65, 44.66, 44.67, 44.68, 44.69, 44.70, 44.71, 44.72, 44.73, 44.74, 44.75, 44.76, 44.77, 44.78, 44.79, 44.80, 44.81, 44.82, 44.83, 44.84, 44.85, 44.86, 44.87, 44.88, 44.89, 44.90, 44.91, 44.92, 44.93, 44.94, 44.95, 44.96, 44.97, 44.98, 44.99, 45.00, 45.01, 45.02, 45.03, 45.04, 45.05, 45.06, 45.07, 45.08, 45.09, 45.10, 45.11, 45.12, 45.13, 45.14, 45.15, 45.16, 45.17, 45.18, 45.19, 45.20, 45.21, 45.22, 45.23, 45.24, 45.25, 45.26, 45.27, 45.28, 45.29, 45.30, 45.31, 45.32, 45.33, 45.34, 45.35, 45.36, 45.37, 45.38, 45.39, 45.40, 45.41, 45.42, 45.43, 45.44, 45.45, 45.46, 45.47, 45.48, 45.49, 45.50, 45.51, 45.52, 45.53, 45.54, 45.55, 45.56, 45.57, 45.58, 45.59, 45.60, 45.61, 45.62, 45.63, 45.64, 45.65, 45.66, 45.67, 45.68, 45.69, 45.70, 45.71, 45.72, 45.73, 45.74, 45.75, 45.76, 45.77, 45.78, 45.79, 45.80, 45.81, 45.82, 45.83, 45.84, 45.85, 45.86, 45.87, 45.88, 45.89, 45.90, 45.91, 45.92, 45.93, 45.94, 45.95, 45.96, 45.97, 45.98, 45.99, 46.00, 46.01, 46.02, 46.03, 46.04, 46.05, 46.06, 46.07, 46.08, 46.09, 46.10, 46.11, 46.12, 46.13, 46.14, 46.15, 46.16, 46.17, 46.18, 46.19, 46.20, 46.21, 46.22, 46.23, 46.24, 46.25, 46.26, 46.27, 46.28, 46.29, 46.30, 46.31, 46.32, 46.33, 46.34, 46.35, 46.36, 46.37, 46.38, 46.39, 46.40, 46.41, 46.42, 46.43, 46.44, 46.45, 46.46, 46.47, 46.48, 46.49, 46.50, 46.51, 46.52, 46.53, 46.54, 46.55, 46.56, 46.57, 46.58, 46.59, 46.60, 46.61, 46.62, 46.63, 46.64, 46.65, 46.66, 46.67, 46.68, 46.69, 46.70, 46.71, 46.72, 46.73, 46.74, 46.75, 46.76, 46.77, 46.78, 46.79, 46.80, 46.81, 46.82, 46.83, 46.84, 46.85, 46.86, 46.87, 46.88, 46.89, 46.90, 46.91, 46.92, 46.93, 46.94, 46.95, 46.96, 46.97, 46.98, 46.99, 47.00, 47.01, 47.02, 47.03, 47.04, 47.05, 47.06, 47.07, 47.08, 47.09, 47.10, 47.11, 47.12, 47.13, 47.14, 47.15, 47.16, 47.17, 47.18, 47.19, 47.20, 47.21, 47.22, 47.23, 47.24, 47.25, 47.26, 47.27, 47.28, 47.29, 47.30, 47.31, 47.32, 47.33, 47.34, 47.35, 47.36, 47.37, 47.38, 47.39, 47.40, 47.41, 47.42, 47.43, 47.44, 47.45, 47.46, 47.47, 47.48, 47.49, 47.50, 47.51, 47.52, 47.53, 47.54, 47.55, 47.56, 47.57, 47.58, 47.59, 47.60, 47.61, 47.62, 47.63, 47.64, 47.65, 47.66, 4

<div style="display: flex; justify-content: space-between;"> <div> <p>20 Alford Road, Upper Huttlandfield Vc 3808 PO Box 105 T 03-9441 1180 Email: kerril@shachivaland.co.nz</p> </div> <div>  <p>URBAN CIVIL PROJECT & CIVIL ENGINEERS</p> </div> </div>		<p>PRELIMINARY</p> <p>As Set & Drawing No. Revision</p> <p>F261.00 01 B - Planning Permit: PLA0027122</p> <p>Scale: A2 SHOW B A1 Nameplate: BAVBAV Meeting Ref.: -</p>		<p>PROJECT:</p> <p>36 PRINCES AVENUE, LONGWARRY</p> <p>MULTI UNIT RESIDENTIAL DEVELOPMENT</p> <p>PROPOSED FUNCTIONAL SERVICES LAYOUT AND</p> <p>STORMWATER MANAGEMENT PLAN</p>		<p>CLIENT:</p> <p>LONGVIEW DESIGN AND BUILD</p>		<div style="display: flex; justify-content: space-around;"> <div>  </div> <div> <p>1</p> </div> </div>	
REF	REV	DESCRIPTION	DATE	APPROVED	DATE	REV	DATE		
1	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	1	05/12/20		
2	1	LONGVIEW DESIGN AND BUILD	26/04/21	KE	26/04/21	2	26/04/21		
3	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	3	05/12/20		
4	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	4	05/12/20		
5	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	5	05/12/20		
6	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	6	05/12/20		
7	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	7	05/12/20		
8	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	8	05/12/20		
9	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	9	05/12/20		
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13	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	13	05/12/20		
14	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	14	05/12/20		
15	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	15	05/12/20		
16	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	16	05/12/20		
17	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	17	05/12/20		
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22	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	22	05/12/20		
23	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	23	05/12/20		
24	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	24	05/12/20		
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38	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	38	05/12/20		
39	1	LONGVIEW DESIGN AND BUILD	05/12/20	KE	05/12/20	39	05/12/20		
40	1	LONGVIEW DESIGN AND BUILD	05/12/20						

PLANTING SCHEDULE

PLANT NAME	PLANT SIZE	PLANT QUANTITY
1. Large Tree (e.g. Eucalyptus, Acacia)	10-12m	10
2. Medium Tree (e.g. Ficus, Grevillea)	6-8m	20
3. Small Tree (e.g. Syzygium, Lonicera)	3-4m	30
4. Large Shrub (e.g. Hibiscus, Camellia)	2-3m	40
5. Medium Shrub (e.g. Nandina, Ligustrum)	1-2m	50
6. Small Shrub (e.g. Jasminum, Philadelphus)	0.5-1m	60
7. Climber (e.g. Clematis, Wisteria)	2-3m	10
8. Groundcover (e.g. Liriodendron, Dianella)	0.5-1m	20
9. Grass (e.g. Pennisetum, Paspalum)	0.5-1m	10
10. Mulch (e.g. Bark, Chips)	0.5-1m	10
11. Rock (e.g. Granite, Limestone)	0.5-1m	10
12. Water Feature (e.g. Fountain, Pond)	0.5-1m	10
13. Path (e.g. Concrete, Pavers)	0.5-1m	10
14. Wall (e.g. Brick, Stone)	0.5-1m	10
15. Gate (e.g. Iron, Wood)	0.5-1m	10
16. Bench (e.g. Wood, Metal)	0.5-1m	10
17. Light (e.g. Solar, Electric)	0.5-1m	10
18. Sign (e.g. Metal, Wood)	0.5-1m	10
19. Other (e.g. Sculpture, Bench)	0.5-1m	10

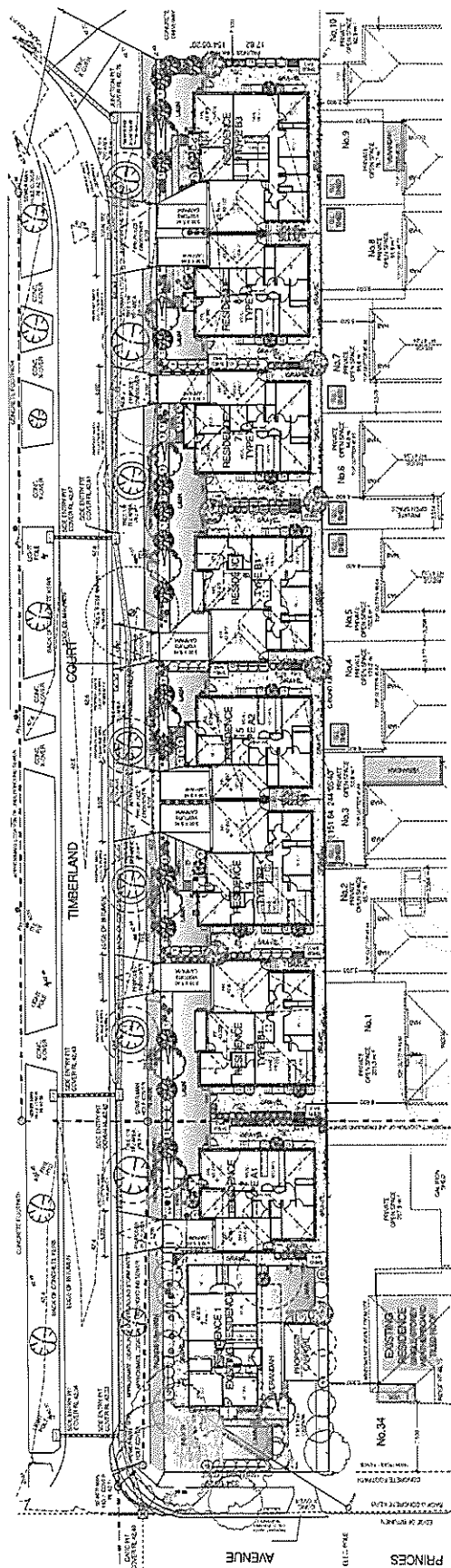
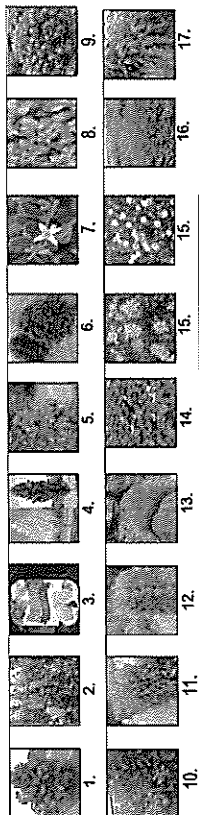


THE PLANTING SCHEDULE IS A SUMMARY OF THE PLANTING MATERIALS TO BE USED ON THE SITE. IT IS NOT A CONTRACT DOCUMENT AND DOES NOT REPRESENT A GUARANTEE OF THE QUALITY OR PERFORMANCE OF THE PLANTING MATERIALS. THE PLANTING MATERIALS SHOULD BE SELECTED AND SPECIFIED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT. THE PLANTING MATERIALS SHOULD BE SPECIFIED IN THE PLANTING SCHEDULE AND THE PLANTING SCHEDULE SHOULD BE USED TO ORDER AND DELIVER THE PLANTING MATERIALS. THE PLANTING MATERIALS SHOULD BE SPECIFIED IN THE PLANTING SCHEDULE AND THE PLANTING SCHEDULE SHOULD BE USED TO ORDER AND DELIVER THE PLANTING MATERIALS.

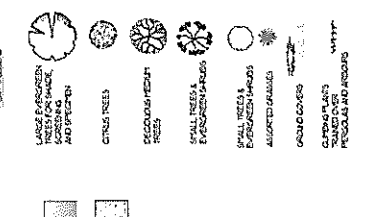
GENERAL SPECIFICATIONS

1. THE PLANTING SCHEDULE IS A SUMMARY OF THE PLANTING MATERIALS TO BE USED ON THE SITE. IT IS NOT A CONTRACT DOCUMENT AND DOES NOT REPRESENT A GUARANTEE OF THE QUALITY OR PERFORMANCE OF THE PLANTING MATERIALS. THE PLANTING MATERIALS SHOULD BE SELECTED AND SPECIFIED BY THE ARCHITECT AND THE LANDSCAPE ARCHITECT. THE PLANTING MATERIALS SHOULD BE SPECIFIED IN THE PLANTING SCHEDULE AND THE PLANTING SCHEDULE SHOULD BE USED TO ORDER AND DELIVER THE PLANTING MATERIALS.

PLANTING IMAGES



LEGEND



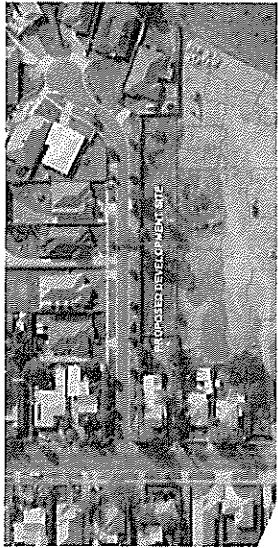
PLANNING AND ENVIRONMENT ACT 1987
BAY OF PLEASANT
ENDORSED PLAN
PLANNING PERMIT NO. P/2022-22
APPROVED BY MAYOR AND COUNCIL DELEGATE
DATE 17/11/2022
SHEET 1 OF 1



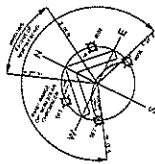
PLANNING AND ENVIRONMENT ACT 1987
BAY OF PLEASANT
ENDORSED PLAN
PLANNING PERMIT NO. P/2022-22
APPROVED BY MAYOR AND COUNCIL DELEGATE
DATE 17/11/2022
SHEET 1 OF 1

PROPERTY	CLIENT	DETAILS	DATE	REV	SHEET	SCALE
34 PRINCES AVENUE LOUNGE	FOURCORP	3/1/2022 LANDSCAPE PLAN	23/08/2022	01	A1	1:250

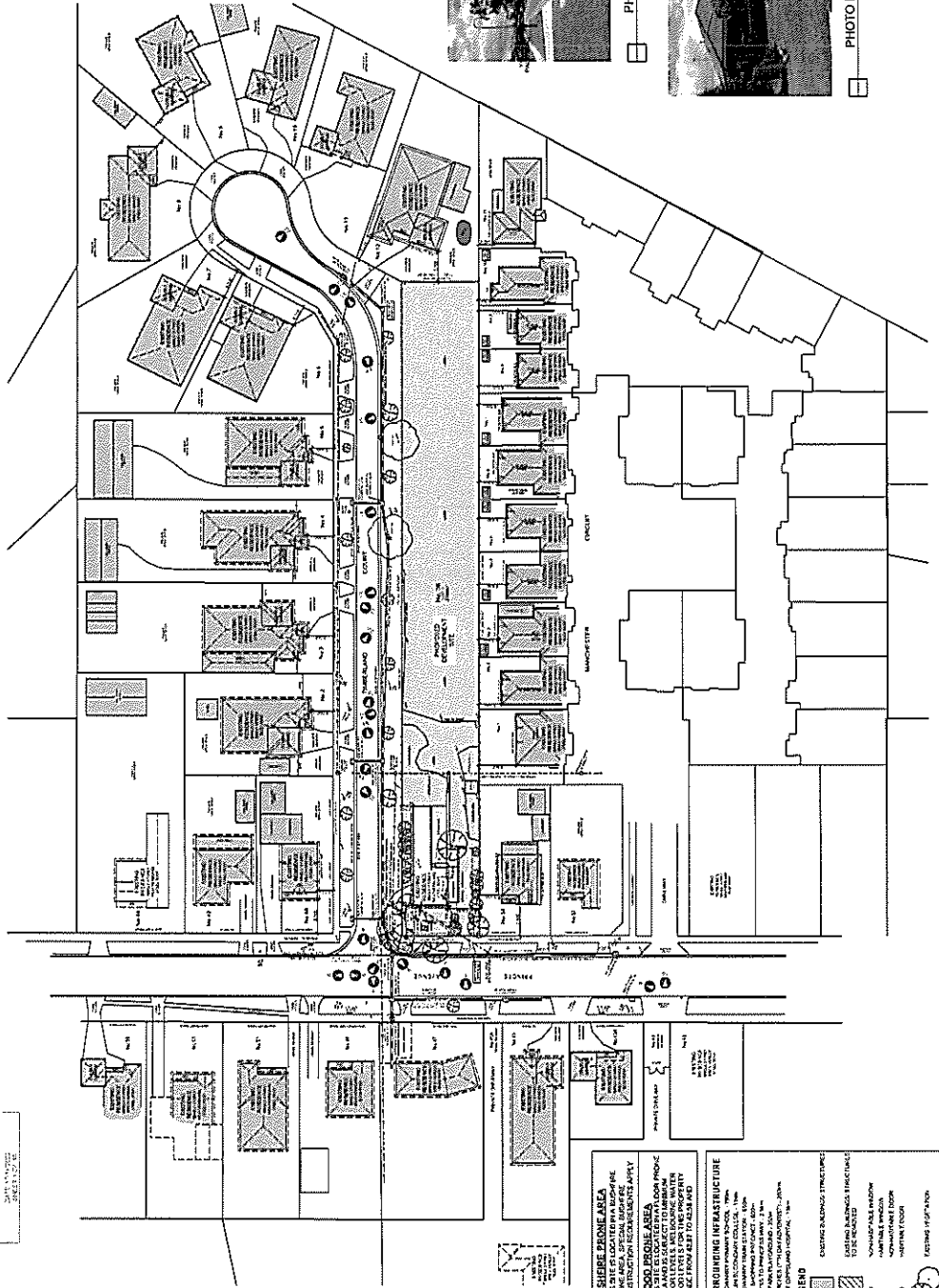




Appendix 2



PLANNING DEPARTMENT
400 MAIN STREET
SHERBROOKE, QUEBEC J1R 5K6
TEL: 819-873-1234
WWW.SHERBROOKE.QC.GOV



BUSINESS DEVELOPMENT AREA
EXISTING BUSINESS TRACTS
PROPOSED BUSINESS TRACTS
CONSTRUCTION REQUIREMENTS APPLY

FLOOD PROBE AREA
EXISTING FLOOD PROBE AREA
PROPOSED FLOOD PROBE AREA
FLOOD PROBE AREA IS SUBJECT TO FLOODING
FLOOD PROBE AREA IS SUBJECT TO FLOODING
FLOOD PROBE AREA IS SUBJECT TO FLOODING

BURBURNING INFRASTRUCTURE
EXISTING INFRASTRUCTURE
PROPOSED INFRASTRUCTURE
CONSTRUCTION REQUIREMENTS APPLY

LEGEND
EXISTING BUSINESS TRACTS
PROPOSED BUSINESS TRACTS
CONSTRUCTION REQUIREMENTS APPLY

PHOTO LOCATION 1
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PHOTO LOCATION 6



PHOTO LOCATION 5



PHOTO LOCATION 4



PHOTO LOCATION 3



PHOTO LOCATION 2



PHOTO LOCATION 1



PHOTO LOCATION 12



PHOTO LOCATION 11

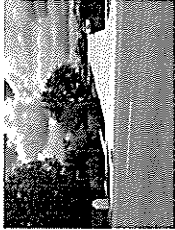


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PHOTO LOCATION 9

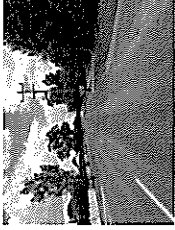


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PHOTO LOCATION 7



PHOTO LOCATION 15

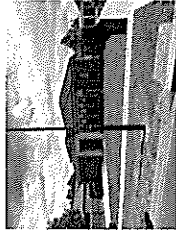


PHOTO LOCATION 14



PHOTO LOCATION 13

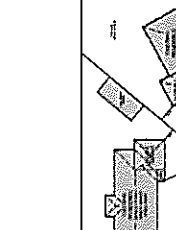


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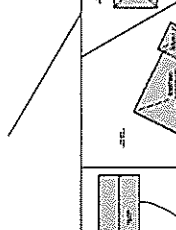


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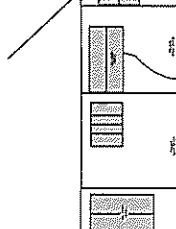


PHOTO LOCATION 10



PHOTO LOCATION 18

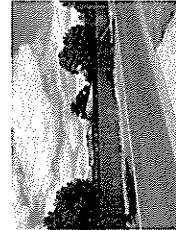


PHOTO LOCATION 17



PHOTO LOCATION 16

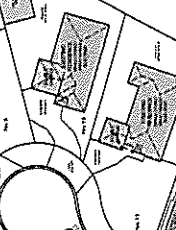


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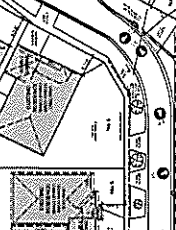


PHOTO LOCATION 14

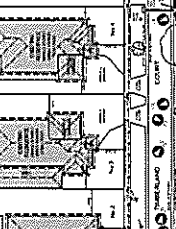


PHOTO LOCATION 13



PHOTO LOCATION 21



PHOTO LOCATION 20



PHOTO LOCATION 19

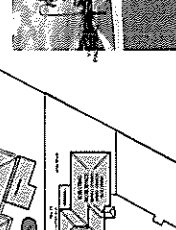


PHOTO LOCATION 18



PHOTO LOCATION 24

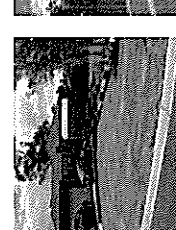


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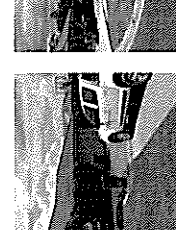
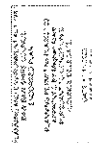
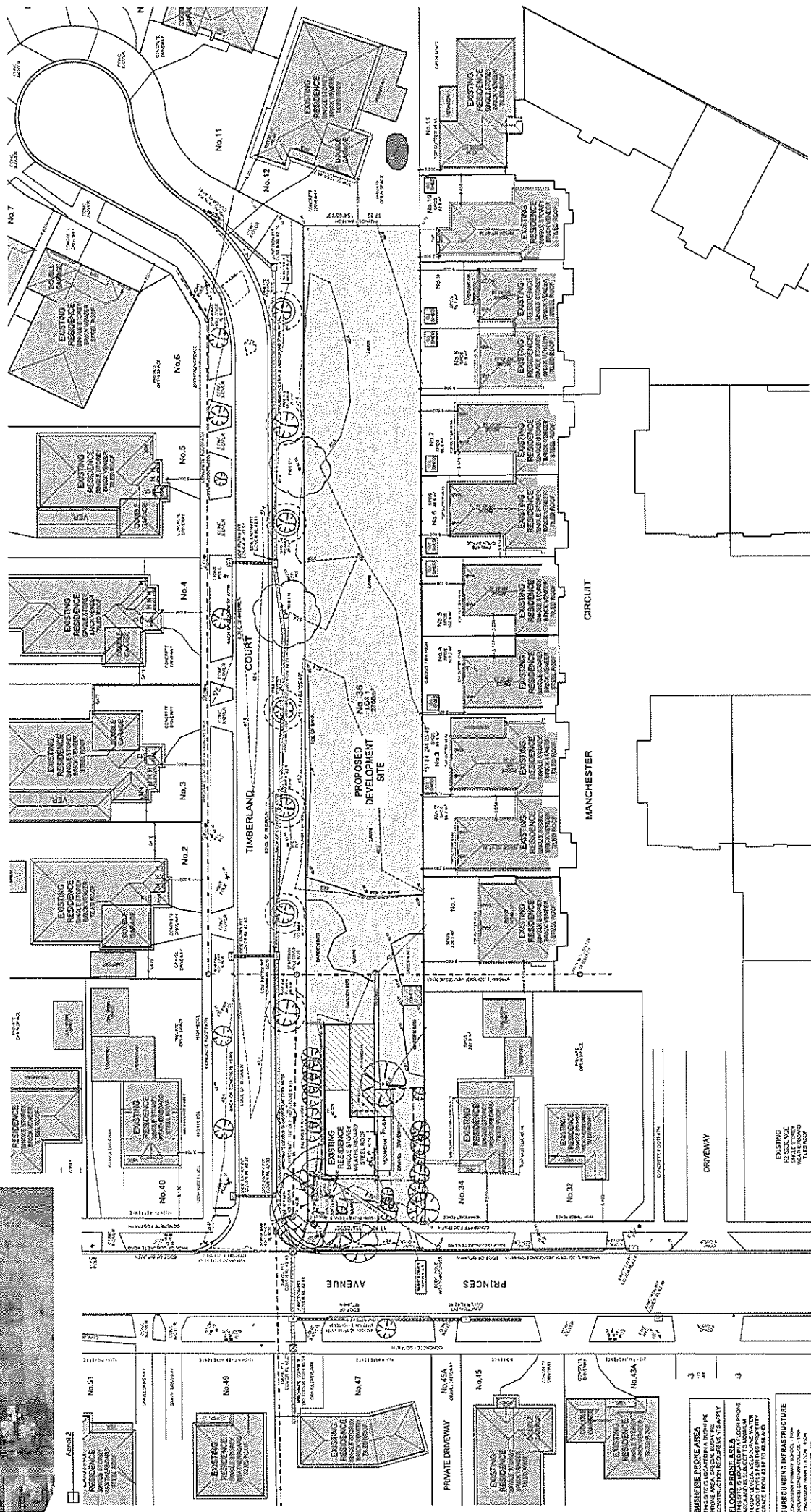

































































































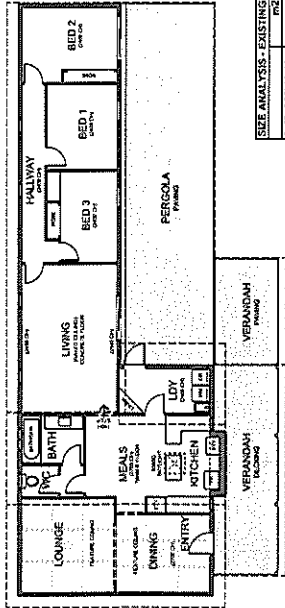


PHOTO LOCATION 22



1.  SOLID
 2.  DIAGONAL
 3.  HORIZONTAL
 4.  VERTICAL
 5.  CROSS
 6.  WAVY
 7.  DOTTED
 8.  GRID
 9.  CHECKERBOARD
 10.  FLORAL
 11.  GEOMETRIC
 12.  POLKA DOT
 13.  STRIPED
 14.  PLAID
 15.  CHECKERED
 16.  DIAMOND
 17.  TRIANGLE
 18.  CIRCLE
 19.  SQUARE
 20.  RECTANGLE
 21.  PARALLELOGRAM
 22.  TRAPEZOID
 23.  RHOMBUS
 24.  KITE
 25.  BOW-TIE
 26.  STAR
 27.  HEART
 28.  CRESCENT MOON
 29.  SUN
 30.  CLOUD
 31.  FLOWER
 32.  LEAF
 33.  BRANCH
 34.  TREE
 35.  BUSH
 36.  GRASS
 37.  SKY
 38.  WATER
 39.  SAND
 40.  ROCK
 41.  MOUNTAIN
 42.  VALLEY
 43.  RIVER
 44.  LAKE
 45.  SEA
 46.  OCEAN
 47.  BEACH
 48.  PARK
 49.  FOREST
 50.  GARDEN
 51.  FIELD
 52.  MEADOW
 53.  PRAIRIE
 54.  SAVANNA
 55.  TUNDRA
 56.  DESERT
 57.  CANYON
 58.  PLATEAU
 59.  MOUNTAIN RANGE
 60.  VALLEY FLOOR
 61.  RIVERBANK
 62.  LAKESHORE
 63.  SEASHORE
 64.  BEACHFRONT
 65.  PARKLAND
 66.  FOREST FLOOR
 67.  GARDEN PATH
 68.  FIELD OF FLOWERS
 69.  MEADOW OF WILDFLOWERS
 70.  PRAIRIE GRASS
 71.  SAVANNA GRASS
 72.  TUNDRA GRASS
 73.  DESERT CACTUS
 74.  CANYON ROCK
 75.  PLATEAU ROCK
 76.  MOUNTAIN PEAK
 77.  VALLEY PEAK
 78.  RIVER PEAK
 79.  LAKE PEAK
 80.  SEA PEAK
 81.  OCEAN PEAK
 82.  BEACH PEAK
 83.  PARK PEAK
 84.  FOREST PEAK
 85.  GARDEN PEAK
 86.  FIELD PEAK
 87.  MEADOW PEAK
 88.  PRAIRIE PEAK
 89.  SAVANNA PEAK
 90.  TUNDRA PEAK
 91.  DESERT PEAK
 92.  CANYON PEAK
 93.  PLATEAU PEAK
 94.  MOUNTAIN RANGE PEAK
 95.  VALLEY FLOOR PEAK
 96.  RIVERBANK PEAK
 97.  LAKESHORE PEAK
 98.

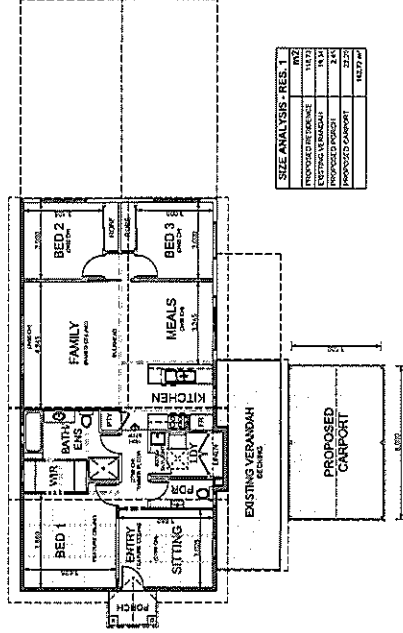
EXISTING RESIDENCE RESIDENCE 1



EXISTING FLOOR PLAN
1:100

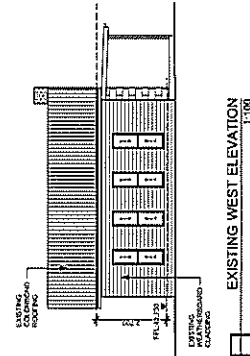
SIZE ANALYSIS - EXISTING	
EXISTING REFERENCE	1:100
EXISTING VERANDAH	15.00
EXISTING CARPORT	15.00
EXISTING TOTAL	30.00

PLANNING AND ENVIRONMENT ACT 1987
BAY BAW SHIRE COUNCIL
DISBURSED PLAN
PLANNING PERMIT NO PL400222
APPROVED FOR CONSTRUCTION
PURSUANT TO COORDINATION
(COUNCIL DELEGATE)
DATE 17/11/2022
SHEET 5 OF 10

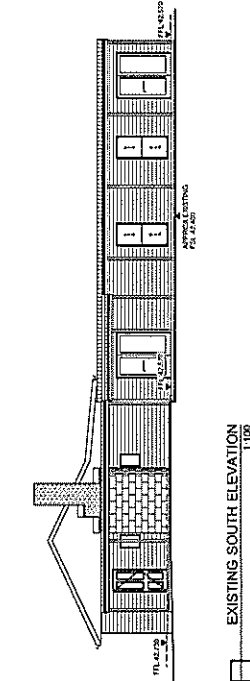


PROPOSED FLOOR PLAN
1:100

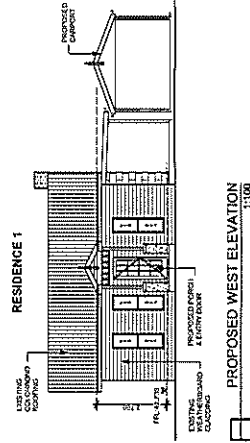
SIZE ANALYSIS - RES. 1	
PROPOSED REFERENCE	1:100
PROPOSED VERANDAH	15.00
PROPOSED CARPORT	22.50
PROPOSED TOTAL	37.50



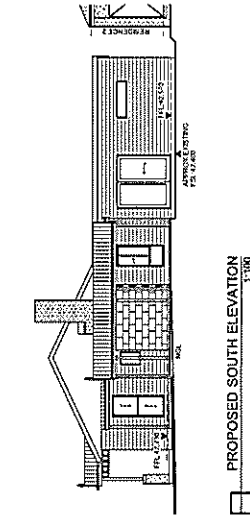
EXISTING WEST ELEVATION
1:100



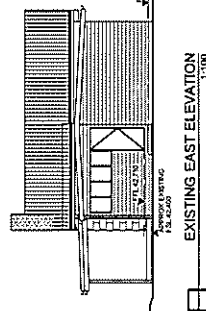
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1:100



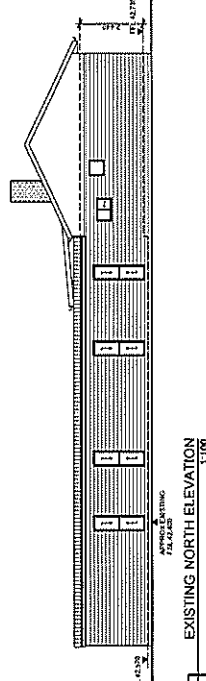
PROPOSED WEST ELEVATION
1:100



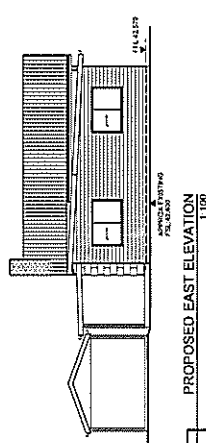
PROPOSED SOUTH ELEVATION
1:100



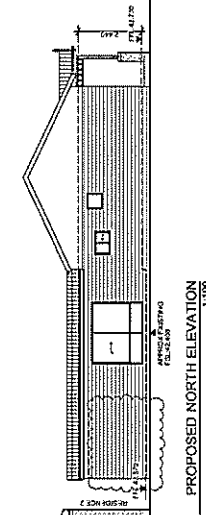
EXISTING EAST ELEVATION
1:100



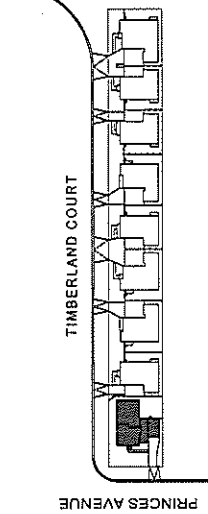
EXISTING NORTH ELEVATION
1:100



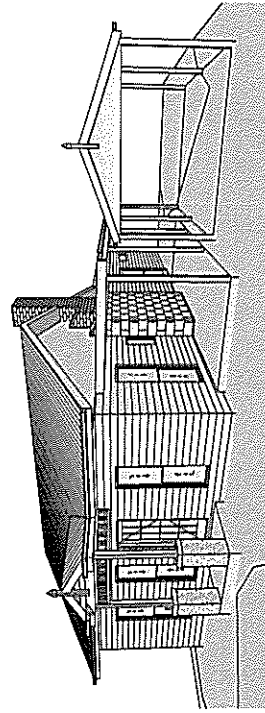
PROPOSED EAST ELEVATION
1:100



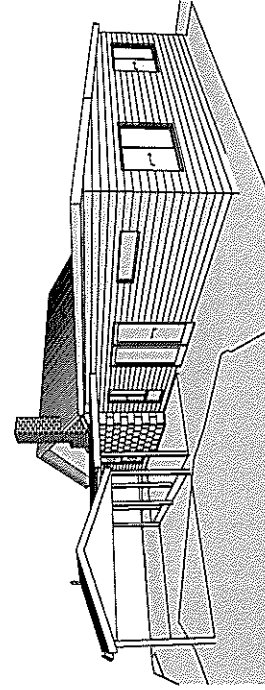
PROPOSED NORTH ELEVATION
1:100



LOCALITY PLAN



PROPOSED 3D VIEW 1



PROPOSED 3D VIEW 2

FLOOD PRONE AREA
THIS SITE IS LOCATED IN A FLOOD PRONE AREA AND IS SUBJECT TO MINIMUM FLOOD LEVELS FOR THIS PROPERTY GRADE FROM 42.87 TO 42.89 AHD

BUSHFIRE PRONE AREA
THIS SITE IS LOCATED IN A BUSHFIRE PRONE AREA. SPECIAL BUSHFIRE REQUIREMENTS APPLY

PROPOSED UNIT DEVELOPMENT
LONGVIEW DESIGN AND BUILD
Lot 1 No.36 PRINCES AVE LONGWARRY

EXISTING
RESIDENCE
PLANS

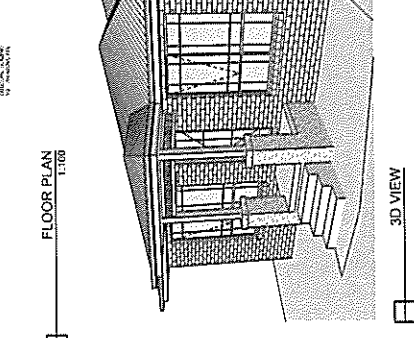
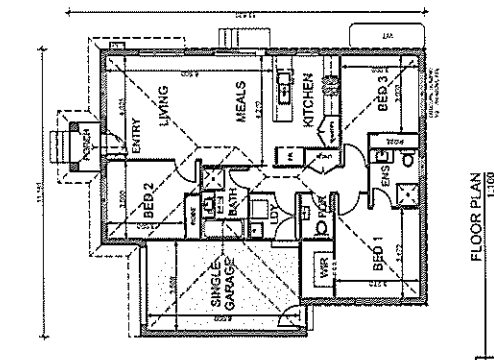
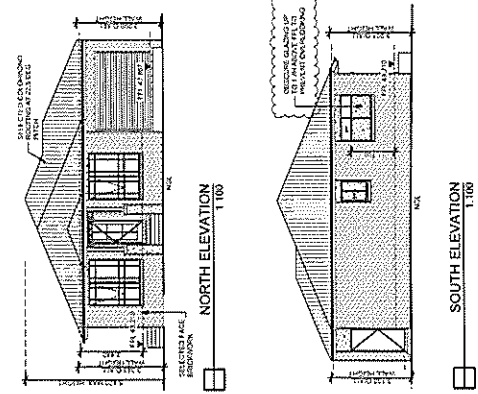


NO.	DATE	REVISION	BY	CHKD.
1	17/11/2022	ISSUED FOR PERMIT	MD	MD
2	17/11/2022	REVISED FOR PERMIT	MD	MD
3	17/11/2022	REVISED FOR PERMIT	MD	MD

**LONGVIEW
DESIGN
AND BUILD**

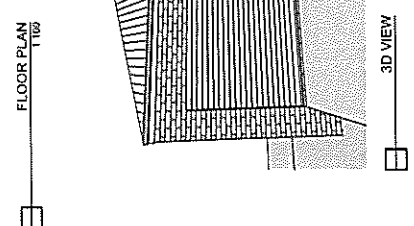
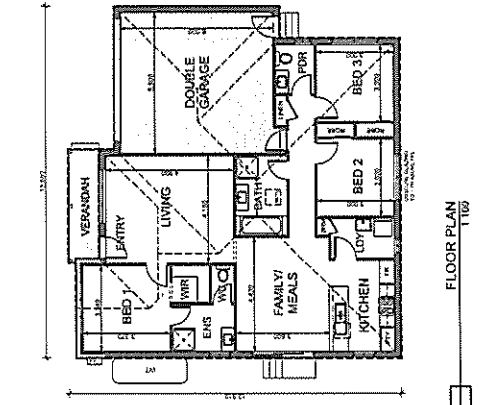
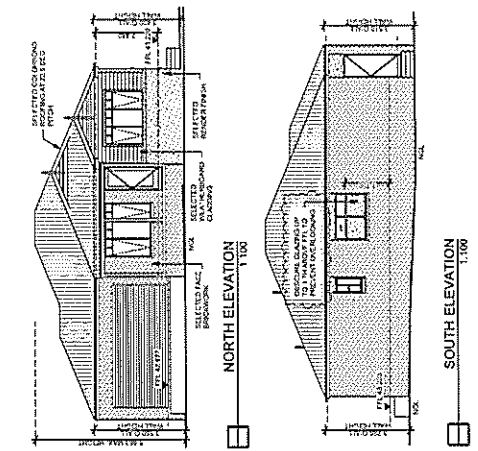
TOWN PLANNING	DATE	BY	CHKD.
PL 17/11/22	17/11/22	MD	MD
PL 17/11/22	17/11/22	MD	MD
PL 17/11/22	17/11/22	MD	MD

TYPE A1 RESIDENCE 2



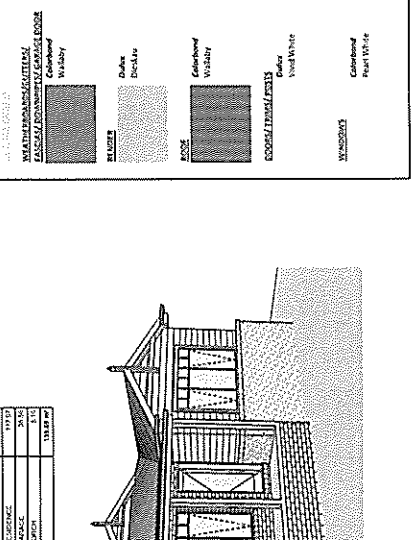
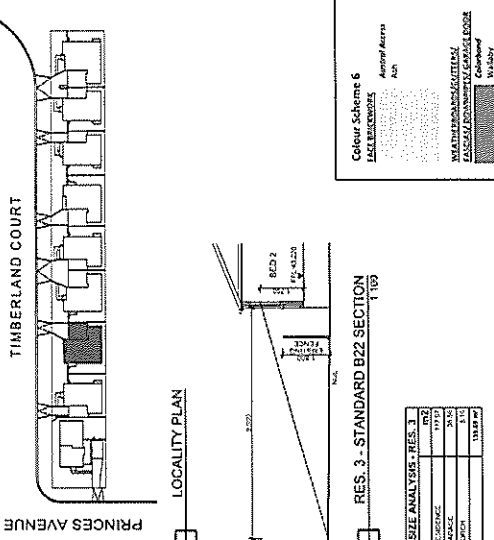
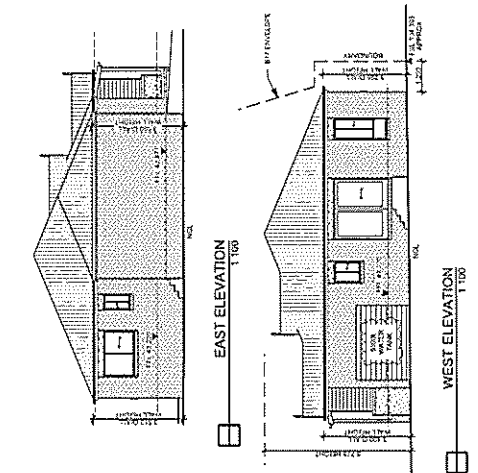
FLOOD PRONE AREA
THIS SITE IS LOCATED IN A FLOOD PRONE AREA. SPECIAL BURSHIRE FLOOD LEVELS FOR THIS PROPERTY GRADE FROM 42.87 TO 42.58 AHD

TYPE B1 RESIDENCE 3



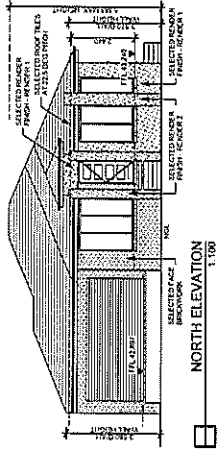
PROPOSED UNIT DEVELOPMENT
LONGVIEW DESIGN AND BUILD
Lot 1 No.36 PRINCES AVE, LONGWARRY

TYPE B1 RESIDENCE 3

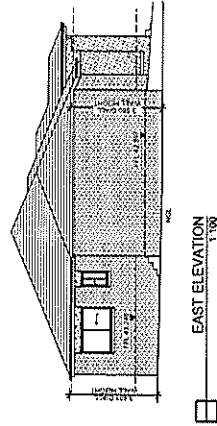


TOWN PLANNING
Lot 1 No.36 PRINCES AVE, LONGWARRY

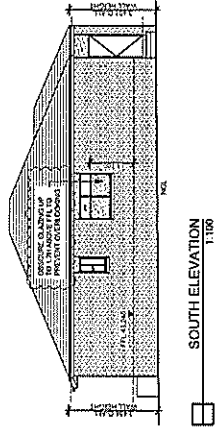
TYPE B2 RESIDENCE 4



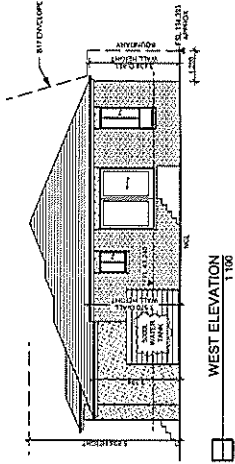
NORTH ELEVATION
1:100



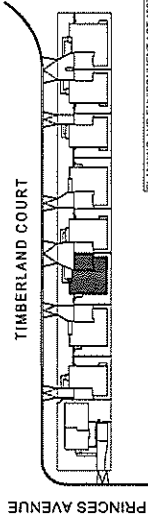
EAST ELEVATION
1:100



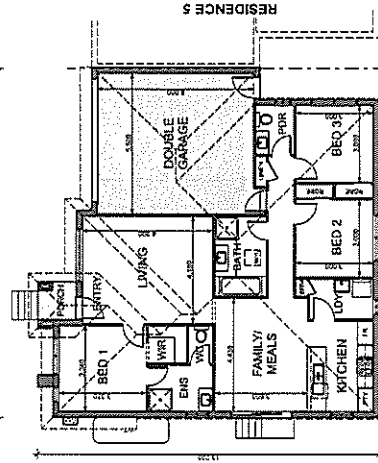
SOUTH ELEVATION
1:100



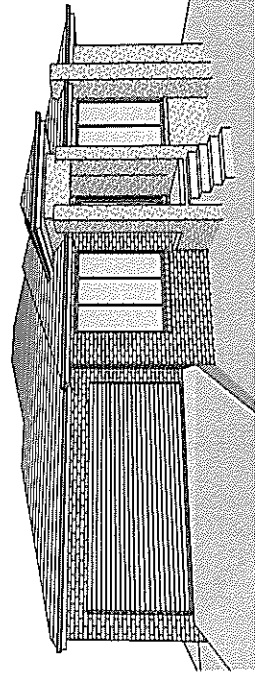
WEST ELEVATION
1:100



LOCALITY PLAN



FLOOR PLAN
1:100



3D VIEW

Colour Scheme 1

FACE FINISHES

WALLS: Coloured Brickwork
CEILING: Plasterboard
FLOORING: Carpet
ROOF: Concrete Roof Tiles
GUTTERS / FLASHING / DOWNPIPES: Coloured Metal
WINDOWS: Coloured Metal
DOORS: Coloured Metal

FINISHES

ROOF: Coloured Metal
GUTTERS / FLASHING / DOWNPIPES: Coloured Metal
WINDOWS: Coloured Metal
DOORS: Coloured Metal

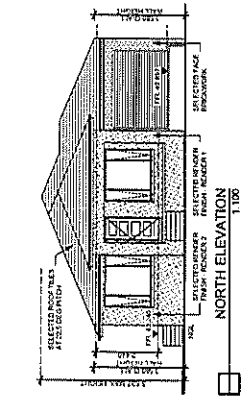
RES. 4 - STANDARD B22 SECTION

1:100

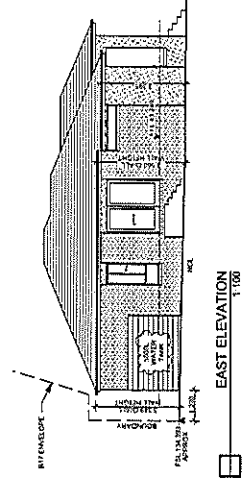
SIZE ANALYSIS - RES. 4

RESIDENCE	11.2M
GARAGE	2.4M
PERCH	1.2M
TOTAL	15.8M

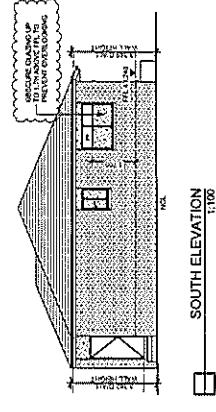
TYPE A2 RESIDENCE 5



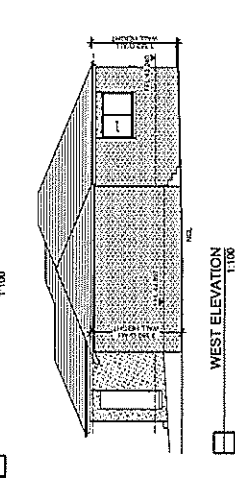
NORTH ELEVATION
1:100



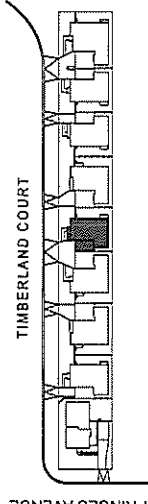
EAST ELEVATION
1:100



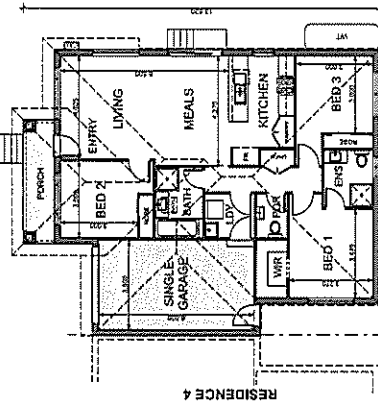
SOUTH ELEVATION
1:100



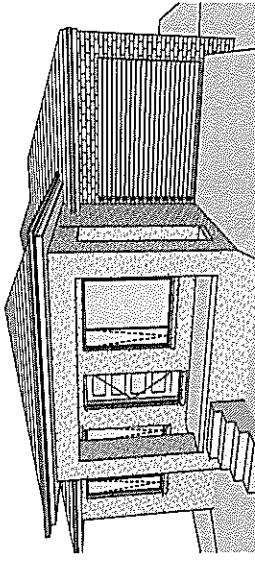
WEST ELEVATION
1:100



LOCALITY PLAN



FLOOR PLAN
1:100



3D VIEW

Colour Scheme 2

FACE FINISHES

WALLS: Coloured Brickwork
CEILING: Plasterboard
FLOORING: Carpet
ROOF: Concrete Roof Tiles
GUTTERS / FLASHING / DOWNPIPES: Coloured Metal
WINDOWS: Coloured Metal
DOORS: Coloured Metal

FINISHES

ROOF: Coloured Metal
GUTTERS / FLASHING / DOWNPIPES: Coloured Metal
WINDOWS: Coloured Metal
DOORS: Coloured Metal

RES. 5 - STANDARD B22 SECTION

1:100

SIZE ANALYSIS - RES. 5

RESIDENCE	11.2M
GARAGE	2.4M
PERCH	1.2M
TOTAL	15.8M

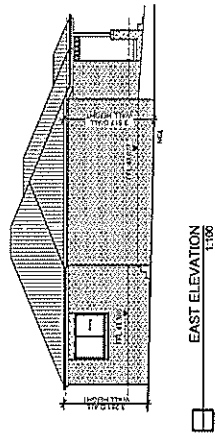
FLOOD PRONE AREA
THIS SITE IS LOCATED IN A FLOOD PRONE AREA AND IS SUBJECT TO MINIMUM CONSTRUCTION REQUIREMENTS GRADE FROM 42.87 TO 43.58 AND APPLY

BUSHFIRE PRONE AREA
THIS SITE IS LOCATED IN A BUSHFIRE PRONE AREA. CONSTRUCTION REQUIREMENTS APPLY

PROPOSED UNIT DEVELOPMENT
LONGVIEW DESIGN AND BUILD
RESIDENCE 4 & 5
Lot 1 No.38 PRINCES AVE LONGWARRY

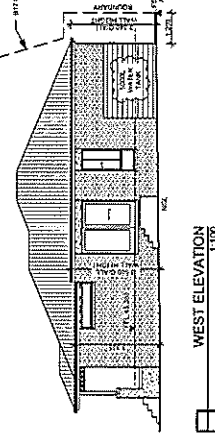
TOWN PLANNING
DATE: 12/11/2022
BY: [Signature]
FOR: [Signature]
PROJECT: RESIDENCE 4 & 5
SHEET: 7 OF 10

TYPE B3	RESIDENCE 9
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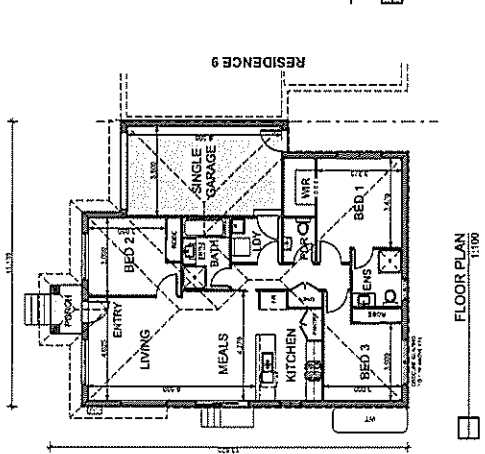
NORTH ELEVATION

EAST ELEVATION

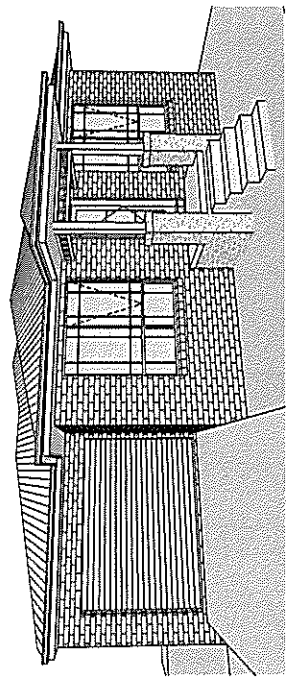


SOUTH ELEVATION

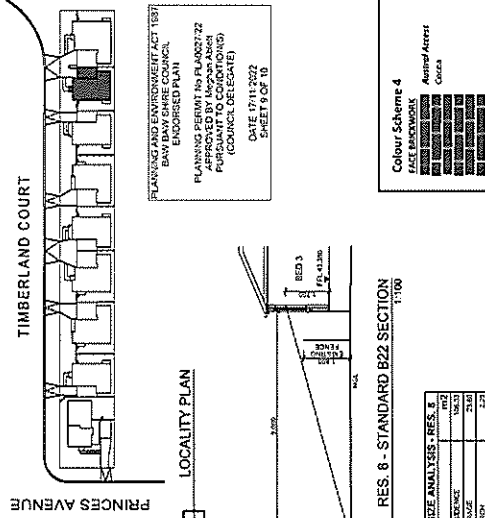
WEST ELEVATION



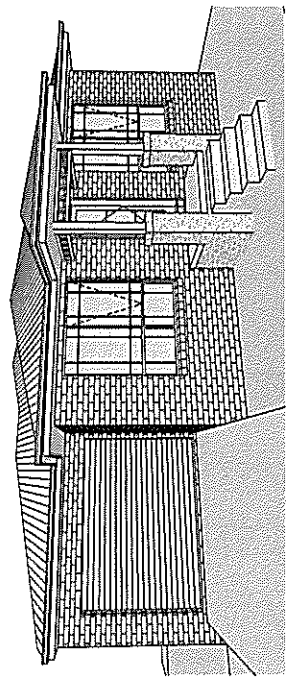
FLOOR PLAN
1:100



3D VIEW



475



3D VIEW

<p>FLOOD PRONE AREA</p> <p>THIS SITE IS LOCATED IN A FLOOD PRONE AREA AND IS SUBJECT TO MINIMUM FLOOR LEVELS. MELBOURNE WATER FLOOD LEVELS FOR THIS PROPERTY GRADE FROM 42.87 TO 42.58 AND</p>	<p>BUSHSHE PRONE AREA</p> <p>THIS SITE IS LOCATED IN A BUSHSHE PRONE AREA. SPECIAL BUSHSHE CONSTRUCTION REQUIREMENTS APPLY</p>
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<p>PROPOSED UNIT DEVELOPMENT</p>	<p>RESIDENCE 8 & 9</p>
<p>LONGVIEW DESIGN AND BUILD</p>	
<p>Lot 1 No. 36 PRINCES AVE. LONGWARRY</p>	

[illegible]

**LONGVUE
DESIGN
AND BUILD**

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.

