Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS - COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Parts of the original document have been modified and adapted to provide a better, cleaner contract for use.

Contract of Sale of Land

The **Vendor** agrees to sell, and the **Purchaser** agrees to buy, the property—comprising the land and any included goods—for the purchase price and on the terms set out in this Contract.

The provisions of this Contract are set out in the following order of priority:

- Particulars of Sale
- Special Conditions
- General Conditions

SIGNING OF THIS CONTRACT

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

Purchasers must ensure they have received a **Section 32 Statement** from the Vendor **prior to signing this Contract**. For the purposes of this Contract, a "Section 32 Statement" refers to the disclosure statement required to be provided by a vendor under section 32 of the *Sale of Land Act 1962 (Vic)*.

The authority of any person executing this Contract:

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

must be clearly recorded beneath their signature.

Any individual whose signature has been obtained by an estate agent acknowledges that, at the time of signing, the agent provided them with a copy of the full terms of this Contract.

| SIGNED BY THE PURCHASER: | | | | | | |
|--|-----------|------|-------|-----------|------------|-----------|
| | | | | on | / | /2025 |
| Print name(s) of person(s) signing: | | | ••••• | | | |
| State nature of authority, if applicable: | | | | | | |
| This offer will lapse unless accepted with contract, "business day" has the same m | | | | s if none | specified) |) In this |
| SIGNED BY THE VENDOR: | | | | on | | /2025 |
| Print name(s) of person(s) signing: | EW SEAN J | | | | | |
| State nature of authority, if applicable: | | | | | | |

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

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Particulars of sale

Vendor's estate agent

HARCOURTS ASAP

Chris Zhang

chris.zhang@harcourts.com.au

0434 627345

| Trust Account Details: |
|------------------------|
| Name: |
| BSB: |
| ACC: |

Purchasers are required to confirm trust account details with the selling agent prior to making any deposit payment.

Vendor

MATTHEW SEAN JACKSON

Vendor's legal practitioner or conveyancer



Spin Conveyancing

PO Box 1294, Waverley Gardens VIC 3170

Email: info@spinconveyancing.com.au

Tel: 03 9988 9052 Fax: 03 9988 9059 Ref:

Purchaser

| Name: | |
|----------|--|
| | |
| | |
| Address. | |
| ABN/ACN: | |
| Email: | |
| | |
| | |

Purchaser's legal practitioner or conveyancer

| Tel: | | Mob: | | Fax: | | Ref: | | |
|--------|-----|----------|------|------|------|------|------|--|
| Email: | | | | | | | | |
| Addres | SS: | | | | | | | |
| Name: | | | | | | | | |

Land (general conditions 3 and 9)

The land is described in the table below -

| Certificate of | of Title reference | | | being lot | on plan |
|----------------|--------------------|-------|-----|-----------|---------|
| Volume | 9178 | Folio | 525 | 125 | 118112 |
| Volume | | Folio | | | |

OR

Described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: 1 HANOVER COURT ENDEAVOUR HILLS VIC 3802

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

All fixed floor coverings, light fittings, window furnishings, solar panels (if it exists), solar hot water (if it exists) and all fixtures and fittings of a permanent nature.

Goods excluded from the sale:

Not Applicable

| Payment | | If no deposit due date is specified, the due date is taken | | | | | |
|----------------------------|-------------------------------|---|----------------|--|--|--|--|
| Price | \$ | to be the DAY OF SALE . | | | | | |
| Deposit | \$ | by (of which \$ | has been paid) | | | | |
| Balance | \$ | payable at settlement | | | | | |
| | | - | | | | | |
| GST (genera | l condition 19) | | | | | | |
| The price inc | ludes GST (if any) unless the | words 'plus GST' appear in this box | | | | | |
| parties consi | der meets requirements of se | 'farming business' is carried on which the ection 38-480 of the GST Act or of a 'going siness' or 'going concern' in this box | | | | | |
| If the margir scheme' in t | | alculate GST then add the words 'margin | | | | | |
| | | | | | | | |

Settlement (general condition 17 & 26.2)

is due on

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

- the above date; or
- on 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 words 'subject to lease' appear in this box. If 'subject to lease' then particulars of the lease are: (You should check the tenancy agreement/lease available within the Section 32 Vendor Statement) | |
| (| |
| * tenancy agreement for a term ending OR | |
| * periodic tenancy agreement determinable by notice OR | |
| * tenancy agreement for a term ending with options to renew, | each of years |
| Terms contract (general condition 30) This contract is NOT intended to be a terms contract within the meaning of the <i>Sa</i> (Reference should be made to general condition 30 and any further applicable provisions should be added as some condition 20) (Not Applicable at Auction) | |
| This contract is subject to a loan being approved and the following details apply if the Lender: | box is checked: |
| Loan amount not more than \$ Approval date by: / / 20 | |
| Building Inspection (general condition 21) | |
| This contract is subject to a building inspection in accordance with general condition 2 | 21 if this box is ticked. |
| Pest Inspection (general condition 22) | |
| This contract is subject to a pest inspection in accordance with general condition 22 if | f this box is ticked. |

This contract includes Special Conditions

Special Conditions

1. Deposit Release (general condition 14)

- 1.1 The purchaser's rights and obligations in respect of release of the deposit are confined to those in section 27 of the *Sale of Land Act 1962* and General Condition 14, as varied by Special Condition 1 of this contract. Nothing in this condition shall override or diminish the purchaser's acknowledgements and obligations contained in Special Condition 6.
- 1.2 The purchaser's reasons for objecting to the release of the deposit monies must reflect the matters set out in Sub-section (4) of Section 27 of the Sale of Land Act 1962. The purchaser's objection to release of the deposit can only have regard to the accuracy of the particulars in the Deposit Release Notice and sufficiency of the purchase price to discharge all financial encumbrances over the property. The purchaser cannot refuse to authorize the release of the deposit on any other grounds once the contract has become unconditional and the purchaser is deemed to accept title.

2. Director's Guarantees

This clause replaces General Condition 3. If the purchaser or any nominee is a company, the purchaser must procure execution by all its directors of a guarantee and indemnity in the form annexed to this contract, consistent with Special Condition 2. This obligation is in addition to, and not in derogation of, the purchaser's acknowledgements and warranties contained in Special Condition 6.

3. Exclusion and/or Variation of General Conditions

- 3.1 General Condition 31 continues to apply except for clauses 31.4, 31.5, 31.6. The purchaser may not withhold settlement funds but retains right to post-settlement compensation under general condition 31.3.
- 3.2 General Condition 33 is replaced with "Interest at a rate of 4% 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."
- 3.3 General Condition 12 is deleted except to the extent required by the Building Act 1993.
- 3.4 General Condition 21.2(a) is amended as follows "obtains a written report from a registered building practitioner which discloses a current major structural defect in a structure on the land and designates it a major structural building defect."

4. Interpretation

In this contract unless the context otherwise requires: -

- 4.1 headings and subheadings are for convenience of reference only and do not affect interpretation;
- 4.2 words importing the singular include the plural and vice versa;
- 4.3 words importing a gender include any gender;
- 4.4 a reference to a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government body;
- 4.5 a reference to an Act of Parliament includes that Act as amended or replaced and all regulations made under it;
- 4.6 a reference to a body whose functions have become exercisable by another body is a reference to the latter body;
- 4.7 a covenant or agreement on the part of two or more persons binds them jointly and severally;
- 4.8 where any form of the word "include" appears, it is to be read as if followed by the words "without limitation"; and
- 4.9 where the letters "ADI" means Authorized Deposit-Taking Institution and has the same definition as ADI in section 5 of *Banking Act* 1959 (Cth); and
- 4.10 any reference to business or working days ends at 4.00pm that day.
- 4.11 **contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance in, on, under or migrating to or from the property which renders the property or its produce:
 - a. noxious or poisonous;
 - b. harmful or potentially harmful to the health or welfare of human beings;
 - c. poisonous, harmful or potentially harmful to animals, birds or wildlife;
 - d. poisonous, harmful or potentially harmful to plants or vegetation;
 - e. obnoxious or unduly offensive to the senses of human beings; or
 - f. detrimental to any beneficial use made of the property.

4.12 Environmental and Planning Law means:

- a. all planning, land use, heritage, water catchment, building, public and occupational health and safety or noxious trades, environmental, noise, development, health, contamination, radiation, waste disposal, and land management laws and all laws relating to Hazardous Materials;
- b. all conditions of all consents, licences, permissions or permits issued under any of the laws referred to in paragraph (a); and
- all regulations and orders, notices, directions or requirements of any Government Authority made or issued under any of the laws referred to in paragraph (a).

4.13 hazardous materials means:

- a. any contamination:
- b. any substance, gas, liquid, chemical, mineral or other physical or biological matter that is or may become toxic, flammable, inflammable or that is otherwise harmful to the environment or any life form or that may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment
- c. any item, substance or article that is either prescribed as dangerous goods within the meaning of the *Dangerous Goods Act* 1985 (Vic) or is capable of constituting a risk, threat or menace to
 - i. persons or property; or
 - ii. any materials or compounds controlled, prohibited or regulated from time to time by any Environmental and Planning Law

4.14 Insolvency Event means:

- a. in relation to a body corporate:
 - i. an application being made to a court for an order that it be wound up;
 - ii. an application being made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
 - iii. except to reconstruct or amalgamate while solvent on terms approved by the vendor, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
 - iv. it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the vendor or is otherwise wound up or dissolved;
 - v it is or states that it is insolvent
 - vi. as a result of the operation of section 496F(1) of the Corporations Act 2001 (Cth), it is taken to have failed to comply with a statutory demand;
 - vii. it is, or makes a statement from which it may be reasonably deduced by the vendor that it is, the subject of an event described in section 459C(2) or section 585 of the *Corporations Act 2001 (Cth)*;
 - viii. it takes any step to obtain, or is granted, protection from its creditors under any applicable legislation; or
 - ix. anything having a substantially similar effect to any of the events set out above happens
 - x. under the law of any applicable jurisdiction.
- b. in relation to an individual, becoming bankrupt or entering into a scheme or arrangement with creditors or the occurrence of any event that has a substantially similar effect to any of these events; or
- c. in relation to a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control or the occurrence of any event that has a substantially similar effect to any of these events.
- 4.15 **Loss** includes any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.
- 4.16 **DOL Form** means the all-in-one digital duties online form, or any other form which may be required by the State Revenue Office of Victoria for property transfers in Victoria.
- 4.17 **Duties Act** means the Duties Act 2000 (Vic).
- 4.18 **Duties Settlement Statement** means the document that is generated once the DOL Form has been completed and signed by the vendor and the purchaser, which document contains a form ID and all of the information from the forms completed that is required for duty assessment.
- 4.19 **Deposit Release Notice** means the document provided to the purchaser for early release of the deposit under Section 27 of the Sale of Land Act 1962.
- 4.20 **Building Element** is accepted as per AS4349.1-2007 as "Portion of the building that, by itself, or in combination with other such parts, fulfils a characteristic function."
- 4.21 **Major Defect** is accepted as per AS4349.1-2007 as "A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property."
- 4.22 **Structural Defect** is accepted as per AS4349.1-2007 as "Fault or deviation from the intended structural performance of a building element."
- 4.23 **Vacant Possession** is to be interpreted only as a human not occupying the primary dwelling only on the land, and does not include any other buildings such as garages, gazebos and sheds. The purchaser agrees not to delay any settlement or seek compensation arising out of any items/goods that are left anywhere on the property.

5. Whole Agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to reply on any representations made by the vendor or their agents except as are made conditions of this contract.

6. Purchaser acknowledgements (except to the extent that such liability cannot be excluded by law)

- 6.1 The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor or the vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this contract.
- 6.2 The purchaser acknowledges that the purchaser has inspected the property and chattels prior to the day of sale. The purchaser agrees that the purchaser in purchasing and will accept delivery of the property and chattels in their present condition and state of

repair and with any defects existing at the date hereof. The purchaser agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

- 6.3 The purchaser accepts the property as at the Day of Sale:
 - a. in its present condition and state of repair;
 - b. with all restrictions on the use and development of the property under the planning scheme which affects the land;
 - c. with all defects latent and patent;
 - d. with any infestations, contamination, contaminant, waste, environmental harm, hazardous materials, environmental nuisance, asbestos and/or dilapidation (subject to statutory vendor disclosure obligations being complied with);
 - e. on the basis all improvements on the property are sold in their state of repair and condition. The purchaser must not require the vendor to add to, repair, reinstate or reconstruct them;
 - f. with all existing water, sewerage, drainage and plumbing services and connections in respect of the property in their present state and condition;
 - g. with any other planning controls affecting the property;
 - h. with any Owners Corporation Rules that may exist;
 - i. with any agreement under Section 173 of the Planning and Environment Act;
 - j. with any restriction as to the use of the property made under any Authority;
 - k. with any planning permits for or affecting the property including any conditions set out in any planning permits;
 - I. notwithstanding any non-compliance with the *Local Government Act 1989, Building Act 1993* or other legislation, subordinate legislation or regulations in respect of any building on the land; and
 - m. and subject to all restrictions imposed by the relevant planning scheme and all other relevant planning controls including without limitation all permits, approvals, agreements and planning scheme amendments.
- 6.4 The purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- 6.5 The purchaser is not entitled to end this contract, delay settlement or make any claim for compensation or damages because of the existence of any encroachments on, over or affecting the land or any adjoining land.
- 6.6 The purchaser accepts that the vendor has not represented, warranted or guaranteed:
 - a. that the property is suitable for any specific development or may generally be developed in any way;
 - b. that the improvements are structurally sound, wind and watertight, fit for purpose or safe; or
 - c. the use to which the property may be physically or lawfully put, either presently or in the future.
- 6.7 The purchaser shall assume liability for compliance with all Notices or Orders (other than those relating to the current rates) relating to the property which are made or issued after the date of sale.
- 6.8 The purchaser warrants that they have made their own enquires and investigation as to the use to which the property may be put and the purchaser relies entirely on their own investigations and on their own judgement in entering into this contract.
- 6.9 The purchaser accepts that the property and any chattels sold by this contract shall not pass to the purchaser until balance of the payment due to the Vendor is received at settlement.
- 6.10 The purchaser accepts that all payments due to the vendor under this contract shall be due no later than 4.00 p.m. Victoria Australia on the day on which they are due and the vendor shall be entitled to treat any payment received or actions conducted after 4.00 p.m. as having been received or actioned on the next business day.
- 6.11 The purchaser accepts that if there are solar panels installed on the property, the parties agree:
 - a. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feedin tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
 - b. the purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
 - c. the vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their input to the electricity grid or any benefits arising from any electricity generated by the said solar panels.
 - d. the vendor makes no representations or warranties with respect to any inverter technology or batteries in relation to their condition, state of repair, fitness for the purposes for which they were installed.
- 6.12 The purchaser accepts that any fence that has fallen or deteriorated due to weather, or other external causes, is not entitled to end this contract, delay settlement or make any claim for compensation or damages.
- 6.13 The purchaser agrees that parts of the municipality might be affected by flooding and may be subject to a "Land Subject to Inundation Overlay" control or a "Special Building Overlay". 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.
- 6.14 The purchaser accepts that if the contract is made subject to any building or pest inspections, <u>and no completion date is specified</u>, the purchaser accepts that seven (7) days is reasonable from when the purchaser signs this contract.
- The purchaser accepts that if the vendor has a simultaneous or pending property purchase settlement the vendor may have their items stored and ready for collection by removalists at the property for a period of no later than the following business day. A purchaser may not delay settlement or make any claim for compensation or damages.
- 6.16 The purchaser accepts that if this property is offered for sale at public auction, the property shall be offered subject to the vendor's reserve price. The rules for the conduct of the auction shall be set out in the schedules to the Sale of Land Regulations 2005 or any

rules prescribed which modify or replace those rules.

- 6.17 The purchaser accepts they are immediately in default if the purchaser fails to pay the deposit or any part of the deposit at the due date and/or time required (received as cleared funds) or if any bank cheque for the deposit is not honoured on presentation. If the contract does not specify a due date, the due date is accepted to be the **DAY OF SALE** being the date by which both the purchasers and vendor have signed this contract.
- 6.18 The purchaser acknowledges that in the event that the purchaser enters into occupation of the premises pursuant to a Licence Agreement then and in that event the purchaser agrees that the vendor's representative shall prepare the Licence agreement at a cost of \$330.00 for the preparation of said document is to be at the purchasers' expense.

7. Goods & Services Tax (GST)

- 7.1 If the particulars of sale specify the supply made under this contract is a 'going concern', the vendor is registered for GST and the purchaser agrees to the terms in general condition 19 and in addition as follows:
 - a. that the property and the lease is supplied together as a single supply; and
 - b. the purchaser is purchasing the property subject to an ongoing lease and the tenant of the premises must continue carrying on the business being conducted under the lease; and
 - the purchaser agrees to take over as landlord for a period no less than 12 months after the date of supply with the tenant carrying on the business from the premises without significant interruption or change. If the lease ends prior to the date of supply or the Settlement Date, to satisfy the "going concern exemption", the vendor may at their own discretion, either:
 - i. renew the existing commercial lease; or
 - ii. create a new commercial lease"; or
 - iii. alter the contract to 'plus GST' whereby the purchaser must pay must to the vendor any GST payable in respect of a taxable supply made under this contract in addition to the price.

Should the purchaser decide not to continue the lease allowing the tenant to carry on the business being conducted under the lease, the parties agree that the contract shall be altered to 'plus GST' whereby the purchaser must pay must to the vendor any GST payable in respect of a taxable supply made under this contract in addition to the purchase price.

- 7.2 Consequences if the parties are mistaken:
 - a. in the event that it is determined that the vendor should have been registered for GST relating to any enterprise affecting the land and the vendor before and after settlement is served a letter from the Australian Taxation Office stating that the supply herein has GST, and requiring the vendor to pay GST on the price or any other amount payable under this contract for whatever reason, then the vendor may give notice in writing to the purchaser at any time before or after settlement to direct the purchaser to pay to the vendor an additional sum of the amount of any GST payable (excluding penalties and interest) in respect of the taxable supply herein.
 - b. If the vendor incurs any penalties or interest under the GST law because the supply under this contract has been treated by the parties as being GST free, then
 - i. If the reason for the sale not being GST free is solely because of some fault by either party (including breach of any warranties contained herein) then the party shall bear those penalties and interest;
 - ii. In any other case, the penalties and interest shall be borne by the parties equally.
- 7.3 This special condition (including warranties) is an enduring special condition which survives the day of supply to the purchaser and survives the termination of the Contract. The right and obligations of the parties under this special condition endure for ten (10) years from and including the day of sale to the purchaser.

8. Nomination

- 8.1 The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of the purchaser's obligations under this contract. The purchaser indemnifies the vendor against any claim, action, loss, damage, liability or cost that may be brought against the vendor or which the vendor may pay, sustain or incur in respect of any matter (including stamp duty) arising from a nomination under this special condition or any default on the part of any nominee generally.
- 8.2 If the purchaser wishes to nominate a substitute or additional transferee, it must deliver to the vendor's legal practitioner/conveyancer:
 - a. a nomination notice executed by the nominee and the purchaser at least ten (10) business days before the settlement date specified in this contract; and
 - b. if the nominee is a corporation a guarantee in the form of the guarantee document annexed to this contract.
- 8.3 Any nomination notice given must include:
 - a. a warranty by the nominee that the provisions of the Foreign Acquisitions Legislation do not require the nominee to obtain approval to acquire the property from the vendor.
 - b. a warranty by the nominee that, if the provisions of the Foreign Acquisitions Legislation require the nominee to obtain approval to acquire the property from the vendor, this approval has been obtained; and;
 - c. a certified copy of the approval given under the provisions of the Foreign Acquisitions Legislation; and
 - d. an indemnity in favour of the vendor in respect of any Loss which the vendor may incur as a consequence of the vendor having relied on the nominee's warranty.
- 10.4 If the vendor and the purchaser have agreed that for GST purposes, the supply under this contract is of a 'going concern', a written acknowledgement by the nominee that the supply will be a supply of a going concern and a duly executed guarantee and indemnity in the form attached to this contract given by the directors and principal shareholder of any nominee which is a corporation (unless that corporation is listed on Australian Stock Exchange Limited)

9. Duties Act and Stamp Duty

9.1 The purchaser must:

- a. pay all stamp duties (including penalties and fines) which are payable in connection with this contract; and
- b. indemnify the vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the Duties Act or to any officer under that act.
- 9.2 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records, at the day of sale, the proportions in which they are buying
- 9.3 If the proportions recorded in the transfer of land differ from those recorded in this contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 9.4 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's lawyers (and conveyancers) against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those recorded in this contract.
- 9.5 This special condition will not merge on settlement.

10. Restriction on Re-Sale

- 10.1 The purchaser must not prior to settlement without the written consent of the vendor sell, transfer, assign, mortgage or otherwise encumber or deal with the property or the purchaser's rights or interests pursuant to this Contract.
- 10.2 The vendor will not unreasonably withhold its consent to a sale of the purchaser procures that any successor in title of the purchaser contracts with the vendor in the same terms as this Contract. This clause does not apply to a nomination.
- 10.3 The purchaser must not place on the Land any advertising material, signs, hoardings, or any other thing which is visible from the outside of the property (whether internally or externally to any buildings) without the consent of the vendor.

11. Right of Termination – Insolvency Event

- 11.1 Without limiting the vendor's rights under any guarantee, the vendor may terminate this contract without penalty if the purchaser (or if the purchaser consists of two or more persons, any of those persons) is subject to an Insolvency Event.
- 11.2 The vendor may exercise its rights under by notice to the purchaser or the purchaser's legal practitioner or conveyancer.

12. Commercial and Industrial Property Tax Reform Act 2024

- 12.1 The purchaser acknowledges that the property is not tax reform scheme land within the meaning of the Act
- 12.2 The purchaser acknowledges that the AVPCC (within the meaning of the Act) can be found on the State Revenue Office property clearance certificate herein, or by inquiring directly with the State Revenue Office noting that the AVPCC is not relevant to this Contract, because the land is not tax reform scheme land within the meaning of the Act.

13. Breach

- 13.1 General Condition 32 does not apply to this Contract and will be replaced by the following:
- 13.2 The vendor(s) gives notice to the purchaser(s) that in the event the purchaser(s) fails to complete settlement on the settlement date referred to in the Particulars of Sale, or such date as may be agreed in writing between the parties, the vendors(s) may incur the following further additional expenses and losses from the date settlement fell due until settlement occurs, which amounts shall be paid by the purchaser(s), in addition to the interest chargeable on the balance of purchase monies pursuant to General Condition 33 herein:
 - Any additional costs of obtaining, extending or bridging finance reasonably required by the vendor for the purpose of completing the
 purchase of another property, including interest actually payable on such finance;
 - Interest or charges actually payable by the vendor under any mortgage secured against the property, accruing from the settlement due date until settlement occurs;
 - Accommodation and/or storage costs actually and reasonably incurred by the vendor (such as temporary rental, hotel, storage, or removal expenses) arising directly from the delay;
- 13.3 The vendor(s) may recover from the purchaser(s) any reasonable and properly incurred additional professional costs, charges or expenses directly arising from the purchaser's failure to settle on the due date, limited to:
 - (a) documented rescheduling or re-booking fees charged by the vendor's financial institution or settlement agent; and
 - (b) additional professional fees of the vendor's solicitor or conveyancer that are reasonably and necessarily incurred as a direct result of the delay in settlement, provided such fees are invoiced and itemised to evidence the connection to the delay.

For the avoidance of doubt, this clause does not permit the recovery of general conveyancer—client costs otherwise payable by the vendor under their professional retainer. Any costs or penalties actually imposed on the vendor under a contract or agreement for the purchase of another property, where such costs arise solely because of the purchaser's failure to complete settlement on time. In any case, costs are limited to reasonable, evidenced, and directly attributable to the purchaser's default.

13.4 The vendor's recovery under this Special Condition is limited to reasonable and documented costs actually incurred, assessed on a conveyancer-client basis, and in any event not exceeding an aggregate of \$3,500 exclusive of interest payable under Special Condition 3.2.

14. Overriding Provision

14.1 To the extent of any inconsistency between the General Conditions and the Special Conditions, the Special Conditions shall prevail.

15. Severability

15.1 If any Special Condition (or part of it) is or becomes void, invalid or unenforceable at law, that condition (or the relevant part) shall be severed from this contract and the remainder of the contract will continue to have full force and effect.

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 the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices:
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
 - 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:
 - 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—
 - 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 vendors 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 the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14 DEPOSIT

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

- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15 DEPOSIT BOND

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

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

- 17.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law.
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
 - To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible -
 - if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19 GST

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

- 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.

Schedule 1

GUARANTEE and INDEMNITY

| I/We, | of | |
|---|---|--|
| and | of | |
| (called Contraction executed time despayables this Cothe who the Ver Money, which the | ct of Sale for the price and upon the terms and conditions and administrators JOINTLY AND SEVERALLY COV efault shall be made in payment of the Deposit Money or e by the Purchaser to the Vendor under this Contract or intract to be performed or observed by the Purchaser I/we ole of the Deposit Money, residue of Purchase Money, intendor and indemnify and agree to keep the Vendor indemin, interest and other moneys payable under the within Confidence. | ing to the Purchaser at our request the Land described in this ons contained therein DO for ourselves and our respective ENANT with the said Vendor and their assigns that if at any residue of Purchase Money or interest or any other moneys in the performance or observance of any term or condition of will immediately on demand by the Vendor pay to the Vendor erest or other moneys which shall then be due and payable to nified against all loss of Deposit Money, residue of Purchase ract and all losses, costs, charges and expenses whatsoever art of the Purchaser. This Guarantee shall be a continuing |
| (a) | any neglect or forbearance on the part of the Vendor in within Contract; | enforcing payment of any of the moneys payable under the |
| (b) | the performance or observance of any of the agreements, | obligations or conditions under the within Contract; |
| (c) | by time given to the Purchaser for any such payment perf | ormance or observance; |
| (d) | by reason of the Vendor assigning his, her or their rights u | inder the said Contract; and |
| (e) | by any other thing which under the law relating to sure me/us, my/our executors or administrators. | ties would but for this provision have the effect of releasing |
| IN WIT | NESS whereof the parties hereto have set their hands and | seals |
| this | day of | 20 |
| | D SEALED AND DELIVERED by the said |)) |
| Print Na | ame |) |
| in the p | presence of: | Director (Sign) |
| Witnes | S | |
| SIGNE | D SEALED AND DELIVERED by the said |) } |
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| in the p | presence of: |) Director (Sign) |

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which

- affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

commission a site survey to establish property boundaries.

Planning controls

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

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the



land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights Do you know your rights when buying a property?

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



SECTION 32 STATEMENT

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

| Vendor: | MATTHEW SEAN JACKSON |
|-----------|---------------------------------------|
| Property: | 1 Hanover Court, Endeavour Hills 3802 |



Spin Conveyancing PO Box 1294 Waverley Gardens VIC 3170

Tel: 9988 9052 Fax: 9988 9059 Email: info@spinconveyancing.com.au

IMPORTANT NOTICE TO PURCHASERS

The use to which you purpose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area which is in a 1 in 100 year severity flood area. You should check with the municipal council whether this property is subject to any flooding before you commit yourself to buy.

You may be liable to pay Growth Areas Infrastructure Contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also by exempt from the growth areas infrastructure contribution on certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

32A

| <u>FIN</u> | ANCIAL MATTERS | | | | | | | |
|------------|---|---|---|--|--|--|--|--|
| | mation concerning any rates, taxe of them is contained in the attache | | utgoings <u>and</u> any interest payable on any tices as provided- | | | | | |
| (a) | Their total does not exceed | \$5,000.00 | | | | | | |
| (b) | Or are contained in the attached | certificate/s (if provided) | | | | | | |
| (c) | Or their amounts are: | Amount (approx.) | | | | | | |
| | 1. Local Council | | | | | | | |
| | 2. Water Authority | | | | | | | |
| | 3. Land Tax | | | | | | | |
| | 4. | | | | | | | |
| (d) | may become liable as a co | onsequence of the sale of e (other than GST payable i | Corporation Levy) for which the Purchaser which the Vendor might reasonably be in the contract), which are not included in ibed in this rectangular box:- | | | | | |
| | None to the Vendors knowled | dge | | | | | | |
| (e) | | At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property. | | | | | | |
| (f) | The particulars of any imposed land charge (whether registered or not) by or under an Act to secure an amount due under that Act, including the amount owing under the charge is as follows:- | | | | | | | |
| | Not Applicable | | | | | | | |
| (g) | | r registered or unregistere | s in respect of a contract which provides d), is NOT to be discharged before the rents and profits. | | | | | |
| (h) | threshold amount as defined by | Section 10I of the Sale of Laser will remain liable for an | rchaser unless the sale price exceeds the Land Act 1962 (\$10 million as indexed). If y adjusted increase in a new assessment | | | | | |
| (i) | Commercial and Industrial Pro | | | | | | | |
| | Code(within the mear recently allocated to | tion Property Classification ning of the CIPT Act) most the land is set out in the rates notice or property r is as follows | AVPCC No. | | | | | |
| | ii. Is the land tax reform meaning of the CIPT A | scheme land within the Act? | ☐ Yes ⊠ No | | | | | |
| | - | n scheme land within the | Date: | | | | | |

meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows

OR

32B <u>INSURANCE</u>

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

(i) RESTRICTIONS

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

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

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

(ii) BUSHFIRE

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

(iii) ROAD ACCESS

There is access to the Property by Road.

(iv) PLANNING

| Planning Scheme | Casey Planning Scheme |
|-----------------------|-----------------------------------|
| Responsible Authority | Casey |
| Zoning | General Residential Zone GRZ GRZ1 |
| Planning Overlay/s | None |

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 and aquatic plants. There are a range of regulations that may apply including to obtain planning permits under Clause 52.17 of the

local planning scheme.

(v) ABORIGINAL CULTURAL HERITAGE

This property is not within or affected by one or more areas of aboriginal cultural heritage sensitivity.

32D NOTICES

(a) NOTICE, ORDER, DECLARATION, REPORT OR RECOMMENDATION

None

(b) AGRICULTURAL CHEMICALS

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.

Not Applicable

(c) COMPULSORY ACQUISITION

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition* and *Compensation Act, 1986* are:

Not Applicable

32E BUILDING PERMITS

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

See enclosed information.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

ServiceStatusElectricity supplyConnectedGas supplyNot ConnectedWater supplyConnectedSewerageConnected

Telephone services NBN and/or mobile services are available in the

area.

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

32I TITLE

Attached are the following document/s concerning title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.

DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under Section 32 of the Sale of Land Act 1962 (Vic) bit may be included in this Vendor's Statement for convenience). Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a nett lettable area of at least 1,000m2 (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

| Not Applicable. | |
|-----------------|--|
|-----------------|--|

Attached to this Section 32 Statement is the **Due Diligence** Checklist

| DATE OF THIS STATEMENT | | 1 | | <i>1</i> 20 | 25 | |
|---|----------|------|-------|-------------|--------|-----|
| | 23-10-20 | 25 | | _ | | _ |
| Name of the Vendor | | | | | | |
| MATTHEW SEAN JACKSON | | | | | | |
| Signature/s of the Vendor | | | | | | |
| * Matthew Jackson | | | | | | |
| The Purchaser acknowledges being given a duplicate signed any contract. | | | | - | - | |
| The Purchaser further acknowledges being directed to | the DUI | E DI | LIGEN | ICE CH | ECKLIS | ST. |
| DATE OF THIS ACKNOWLEDGMENT | | 1 | | <i>1</i> 20 | |] |
| Name of the Purchaser | | | | | | |
| | | | | | | |
| Signature/s of the Purchaser | | | | | | |
| | | | | | | |
| × | | | | | | |
| | | | | | | |





MR MATTHEW S JACKSON 1 HANOVER COURT ENDEAVOUR HILLS VIC 3802 Our reference: 7164109460290

Phone: 13 28 66

21 October 2025

Your foreign resident capital gains withholding clearance certificate

- > Purchasers are not required to withhold and pay an amount
- > Provide a copy to the purchaser and retain a copy for your records

Hello MATTHEW,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

| Notice number | 2411150738978 |
|---------------------------------|------------------------------------|
| Vendor name | MATTHEW SEAN JACKSON |
| Clearance Certificate Period | 21 October 2025 to 21 October 2026 |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely, **Emma Rosenzweig**Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on 13 28 66

If you're calling from overseas, phone +61 2 6216 1111 and ask for 13 28 66 between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

GST residential withholding – Vendor Notification Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwith)

This notice contains information to help a purchaser / buyer comply with GST withholding obligations.

| Vendor(s) de Name of Ven | etails dor(s): MATTHEW SEAN JACKSON | | |
|-----------------------------|---|--------------------|-----|
| Section 1 | Vendor(s) GST Withholding Notification | please tick | |
| Does the Ven | dor(s) make a taxable supply in relation to the sale | ✓ NO | YES |
| 1 Hanover C | ourt, Endeavour Hills 3802 | (property)? | |
| Taxation Adn | er/recipient is not required to make payment under ninistration Act 1953 (Cwith) in relation to the supply of the results of the supply of the required to withhold an amount of \$NOT REQU | f the above proper | |
| | Vendor(S) MATTHEW SEAN JACKS | SON | |
| Dated the | 7 day of OCT 20.25 | | |



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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,

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

Page 1 of 1

VOLUME 09178 FOLIO 525

Security no: 124129115676B Produced 18/10/2025 11:19 AM

LAND DESCRIPTION

Lot 125 on Plan of Subdivision 118112. PARENT TITLE Volume 09004 Folio 932 Created by instrument LP118112 11/10/1976

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MATTHEW SEAN JACKSON of 1 HANOVER COURT ENDEAVOUR HILLS VIC 3802
AK355180F 21/05/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU860688M 29/09/2021 COMMONWEALTH BANK OF AUSTRALIA

COVENANT H113481 14/06/1978

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

DIAGRAM LOCATION

SEE LP118112 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 1 HANOVER COURT ENDEAVOUR HILLS VIC 3802

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA Effective from 29/09/2021

DOCUMENT END

Title 9178/525 Page 1 of 1

Imaged Document Cover Sheet

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|------------------------------|------------------|
| Document Identification | LP118112 |
| Number of Pages | 3 |
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SUBDIVISION PLAN OF

CROWN OF

ALLOTMENTS

94

ALLOTMENTS CROWN

&

PLAN APPROVED 23/7/76

COLOUR CODE

P 118112

PARISH

NARREE

92

COUNTY OF MORNINGTON VOL.9004 FOL.932

MEASUREMENTS ARE IN **METRES**

WORRAN

E-1 = BLUE R1 = BROWN E-3 = BLUE HATCHED

E-4 = PURPLE

APPROPRIATIONS

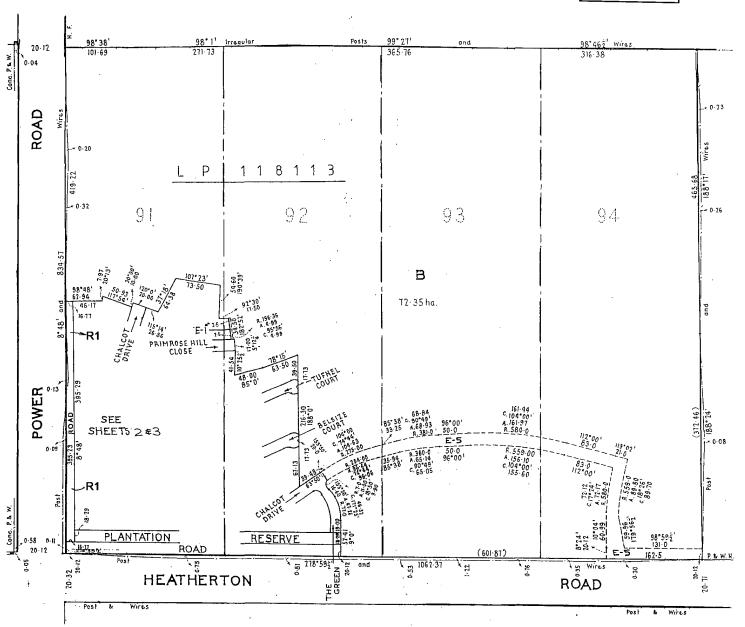
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THE LAND COLOURED BLUE AND BLUE HATCHED IS SET APART FOR DRAINAGE AND SEWERAGE PURPOSES.

THE LAND COLOURED PURPLE AND BLUE HATCHED IS SET APART FOR ELECTRICITY SUPPLY PURPOSES.

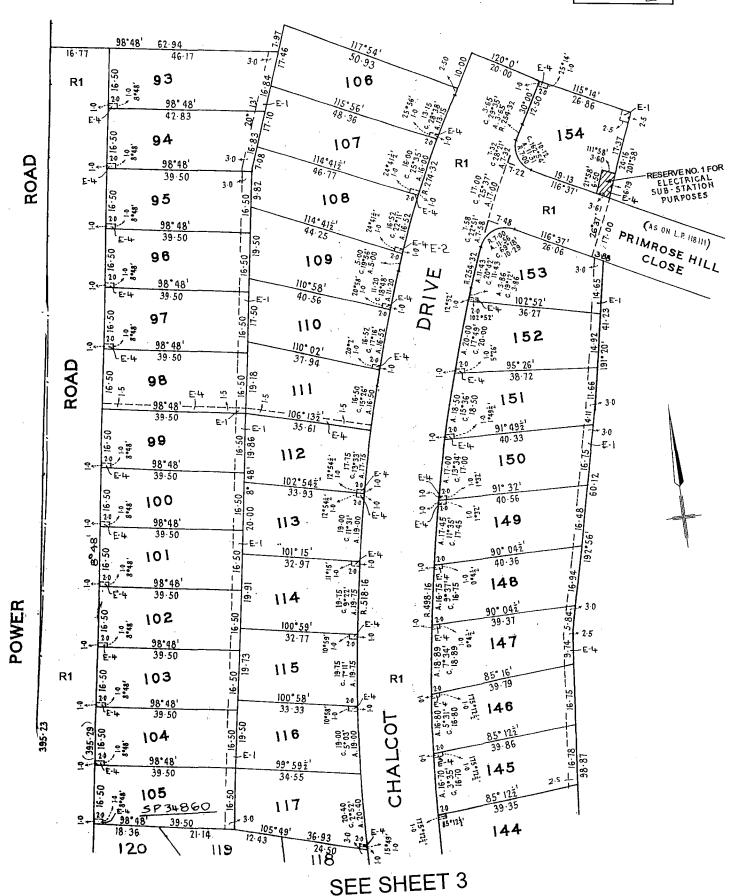
THE LAND COLOURED GREEN IS SET APART FOR WATER SUPPLY PURPOSES. THE ROADS COLOURED BROWN CONTAINED IN THIS SUBDIVISION ARE SET APART FOR EASEMENTS OF WAY DRAINAGE AND SEWERAGE.

3 SHEETS SHEET



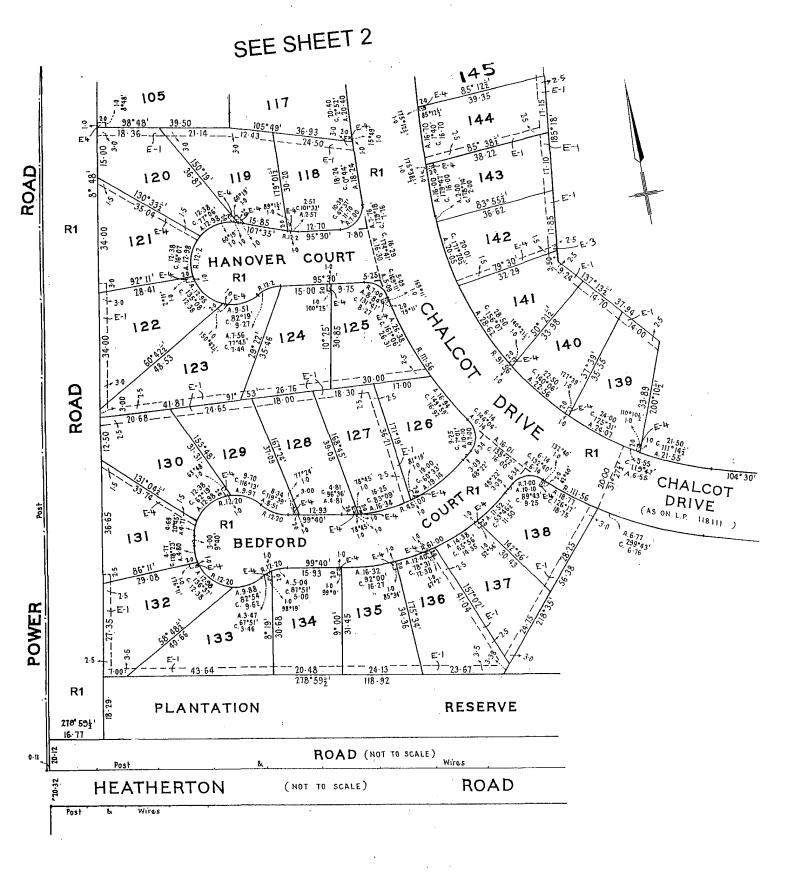
SEE SHEET 1

3 SHEETS SHEET 2



LP 118112

3 SHEETS SHEET 3



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H113481

CAMPBELL & SHAW

VICTORIA

TRANSFER OF LAND



8224

F.C.A. FINANCE PTY. LIMITED of 51 Queen Street, Melbourne in the State of Victoria being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of TWELVE THOUSAND SEVEN HUNDRED AND FIFTEEN DOLLARS (\$12,715.00) paid to it by PHILIP WILLIAM MARSHALL, Advertising Consultant and ROSSANA PATRICIA MARSHALL, Married Woman both of 16 Rossfield Avenue, Kew in the said State DO HEREBY TRANSFER to the said PHILIP WILL TAM MARSHALL and ROSSANA PATRICIA MARSHALL all its estate and interest in ALL THAT piece of land being Lot 125 on Plan of Subdivision No. 118112 Parish of Narree Worran and being the whole of the land more particularly described in Certificate of Title Volume 9178 Folio 525 AND the said PHILIP WILLIAM MARSHALL and ROSSANA PATRICIA MARSHALL for themselves their heirs executors administrators and transferees the registered proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY and as separate covenants COVENANT with the said F.C.A. FINANCE PTY. LIMITED, its successors assigns and transferees and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) that they will not erect or cause to be erected on the said Lot hereby transferred any fence on the front boundary or within 8 metres of same on the side boundaries or in the case of corner allotments within 3 metres of the front boundary on the side street boundary other than a fence of not more than one metre above ground level and this covenant shall appear on the Certificate of Title to issue for the said land and run with the land.

14-78 349901 51137

LE Gluis : #

DATED this

13th

day of

Sinne

One thousand

nine hundred and seventy-eight.

A memorandum of the within instrument has been entered in the Register Book.

.../2





ENCUMBRANCES REFERRED TO:

As set out at the foot of the said Certificate of Title (if any)

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| Delivered by LAND | DATA®, timestamp_18/10/2025 11:19 | Page 4 of 4 | | - '₽ ↓ | • |
|-------------------|--|-------------|------------------|--------------------|----------|
| | CAMPBELL & SHAW, SOLICITORS, SOLICITORS, 30 CHESTER STREET, OAKLEIGH, 3166. Ph. 569 0562 Ref. DHS:RM | | TRANSFER OF LAND | F.C.A. FINANCE | DATED 10 |
| | | | | | 1978. |
| | | | | | |

Property Clearance Certificate

Land Tax

SPIN CONVEYANCING

Your Reference: LD:78475222-013-7.25JACKS

Certificate No: 93775581

Issue Date: 18 OCT 2025

Enquiries: ESYSPROD

1 HANOVER COURT ENDEAVOUR HILLS VIC 3802 Land Address:

Land Id Volume Folio Tax Payable Lot Plan 6834695 125 118112 9178 525 \$0.00

Vendor: MATTHEW SEAN JACKSON

Purchaser: TBA

Current Land Tax Year Taxable Value (SV) Proportional Tax Penalty/Interest **Total**

MATTHEW SEAN JACKSON \$0.00 2025 \$540,000 \$0.00 \$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax Year Taxable Value (CIV) Tax Liability Penalty/Interest **Total**

Comments:

Arrears of Land Tax Proportional Tax Penalty/Interest **Total** Year

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 (CIV): \$1,000,000

SITE VALUE (SV): \$540,000

CURRENT LAND TAX AND \$0.00 **VACANT RESIDENTIAL LAND TAX**

CHARGE:

Notes to Certificate - Land Tax

Certificate No: 93775581

Power to issue Certificate

 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

- 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 and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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 including vacant residential land tax, interest and penalty 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.
- 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 = \$2,070.00

Taxable Value = \$540,000

Calculated as \$1,350 plus (\$540,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$10,000.00

Taxable Value = \$1,000,000

Calculated as \$1,000,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249 Ref: 93775581

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: 93775581

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate



Commercial and Industrial Property Tax

SPIN CONVEYANCING

Your Reference: LD:78475222-013-7.25JACKSON-S
Certificate No: 93775581
Issue Date: 18 OCT 2025
Enquires: ESYSPROD

| Land Address: | 1 HANOVER COURT ENDEAVOUR HILLS VIC 3802 | | | | | | |
|------------------------|--|-----------------------|--|--------------------------|-----------------------------------|--|--|
| Land Id 6834695 | Lot 125 | Plan 118112 | Volume 9178 | Folio 525 | Tax Payable \$0.00 | | |
| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment | | | |
| 110 | N/A | N/A | N/A | The AVPCC allocated use. | d to the land is not a qualifying | | |

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

Paul Broderick

Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$1,000,000

SITE VALUE: \$540,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93775581

Power to issue Certificate

 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

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)

- 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



SPIN CONVEYANCING

Your LD:78475222-013-7.25JACKSON-

Reference: S1

Certificate No: 93775581

Issue Date: 18 OCT 2025

Land Address: 1 HANOVER COURT ENDEAVOUR HILLS VIC 3802

 Lot
 Plan
 Volume
 Folio

 125
 118112
 9178
 525

Vendor: MATTHEW SEAN JACKSON

Purchaser: TBA

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

\$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.

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick

Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 93775581

Power to issue Certificate

 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

- 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

 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

- 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.
- 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



Biller Code: 416073 Ref: 93775583

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: 93775583

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.

OFFICIAL

Contact City of Casey

03 9705 5200

NRS: 133 677 (for the deaf, hearing or speech impaired)

TIS: 131 450 (Translating and Interpreting Service)

caseycc@casey.vic.gov.au PO Box 1000 Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres

Narre Warren Bunjil Place, Patrick Northeast Drive

Cranbourne Cranbourne Park Shopping Centre



LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

Issue Date: 20 October 2025 Certificate Number: wCerR/C073072

Your Reference: 25JACKSON-S1

Landata - Rates Web Certificates C/- Victorian Land Registry Services Pty Ltd L 13 697 Collins St **DOCKLANDS VIC 3008**

| Property Number: | 6721 |
|------------------------------|--|
| Property Address: | 1 Hanover Court ENDEAVOUR HILLS VIC 3802 |
| Property Description: | Lot 125 LP 118112 |
| Land Area: | 646 sqm |

| Valuation Date | 01/07/2025 | Effective Date | 01/07/2025 |
|------------------------|-------------|----------------|------------|
| Site Value | \$555,000 | | |
| Capital Improved Value | \$1,025,000 | | |
| Net Annual Value | \$51,250 | | |

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1989, or under a local law of the Council and specified flood level by the Council (if any). This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Details for financial year ending 30th June 2026

| Rate Category | | |
|--|----------|------------|
| Current Year's General Rates | 2,247.98 | |
| Current Year's Garbage Charge | 468.00 | |
| Current Year's ESVF Levy | 313.33 | |
| Current Rates Year's Charges - SUB TOTAL | | 3,029.31 |
| Payments received | -757.26 | |
| Current Rates Year Adjust\Payments - SUB TOTAL | | -757.26 |
| | | |
| Scheme Charges | | |
| Scheme Charges - TOTAL | | 0.00 |
| TOTAL BALANCE OUTSTANDING | | \$2,272.05 |

PLEASE NOTE: In accordance with section 175(1) of the Local Government Act 1989, the purchaser must pay all overdue rates and charges at the time that person becomes the

OFFICIAL

Contact City of Casey

03 9705 5200

NRS: 133 677 (for the deaf, hearing or speech impaired)

TIS: 131 450 (Translating and Interpreting Service)

caseycc@casey.vic.gov.au PO Box 1000 Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres

Narre Warren Bunjil Place, Patrick Northeast Drive

Cranbourne Cranbourne Park Shopping Centre



owner of the land. All other amounts must be paid by their due dates to avoid penalty interest at 10.00% p.a. Full rate payments are due by 16/02/2026.

PLEASE NOTE: Council will only give verbal updates to the applicant within 60 days of this certificate and it should be noted that Council will only be held responsible for information given in writing, i.e. a new certificate, and not information provided or confirmed verbally. For further information contact Council's Rate Department.

PLEASE NOTE: If property is assessed as a Part Lot (PT) - multiple notices may be required, contact council for further information.

Should you have any queries regarding this Certificate, please contact City of Casey and quote reference **wCerR/C073072**.

Jo Kaylock

Head of Revenue and Rating

PLEASE NOTE:

Interest continues to accrue at 10.0% on any overdue balances until paid in full.

This account has been nominated for quarterly instalment payments. To avoid interest, payments for instalments are payable on or before due date.

Electronic Payments

BPAY

Biller Code: **8995** Ref: 00067219

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Spin Conveyancing E-mail: certificates@landata.vic.gov.au

Statement for property: **LOT 125 1 HANOVER COURT ENDEAVOUR HILLS 3802** 125 LP 118112

REFERENCE NO. 54D//14868/1

YOUR REFERENCE LANDATA CER 78475222-029-8

DATE OF ISSUE 18 OCTOBER 2025 CASE NUMBER 50572702

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 | | | | |
|---|--------------------------|----------|--|--|
| | | | | |
| Parks Victoria - Parks Service Charge | 01/10/2025 to 31/12/2025 | \$22.45 | | |
| Melbourne Water Corporation Total Service Charges | 01/10/2025 to 31/12/2025 | \$31.25 | | |
| (b) By South East Water | l | | | |
| Water Service Charge | 01/10/2025 to 31/12/2025 | \$21.97 | | |
| Sewerage Service Charge | 01/10/2025 to 31/12/2025 | \$100.41 | | |
| Subtotal Service Charges | | \$176.08 | | |
| Payments | \$176.08 | | | |
| TOTAL UNPAID BALANCE | | | | |

The meter at the property was last read on 29/07/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge

\$1.79 per day

- 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.

AUTHORISED OFFICER:

Information Statement Applications PO Box 2268, Seaford, VIC 3198

South East Water

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- 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.
- 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.

Consent has previously been given 920046 for an owner of the property to erect a structure over the asset and/or easement or within 1.0 metre of the 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.

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

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

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.

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:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE South East Water Information Statement Applications

PO Box 2268, Seaford, VIC 3198

ASSET INFORMATION - SEWER & DRAINAGE **South East** Property: Lot 125 1 HANOVER COURT ENDEAVOUR HILLS 3802 Case Number: 50572702 Date: 18OCTOBER2025 Scale in Metres 245 80 3 63 243 2 78 61 976 241 59 74 6 5 8 5 HANOVER **570** 4 3 68 66 64 57 10 9 62 12 11 8 BEDFORD CHA 55 5 32 53 4 6 51 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 Abandoned Sewer Inspection Shaft -- Proposed Title/Road Sewer Main & Property Connections <1.0> Offset from Boundary Easement Direction of Flow Melbourne Water Assets Natural Waterway Sewer Main Underground Drain Underground Drain M.H. Maintenance Hole Channel Drain

ASSET INFORMATION - WATER South East Water Property: Lot 125 1 HANOVER COURT ENDEAVOUR HILLS 3802 Date: 18OCTOBER2025 Case Number: 50572702 Scale in Metres 245 80 63 243 2 3.0 78 61 g76 241 241 59 ₂74 100 CICL 26/07/1976 6 72 5 ONAL ₹ 70 3 1 68 3.0 66 100 CICL 64 10 26/07/1976 62 11 12 8 = BEDFORD 30 2 55 5 32 53 4 51 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 Subject Property Hydrant Proposed Title/Road Water Main Valve Fireplug/Washout

Water Main & Services

Easement

~ 1.0

Offset from Boundary

South East

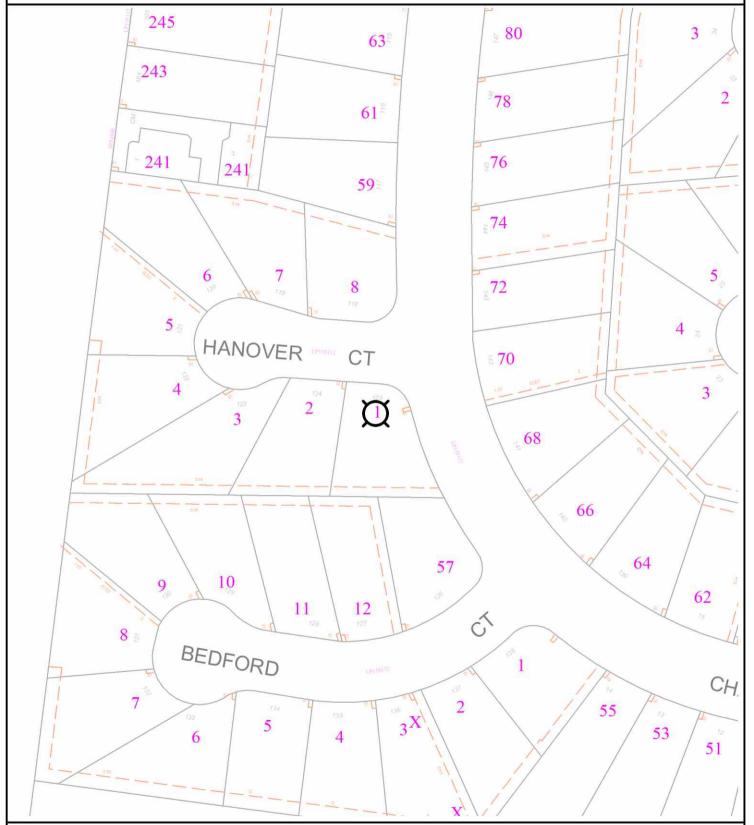
Case Number: 50572702

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 125 1 HANOVER COURT ENDEAVOUR HILLS 3802

Date: 18OCTOBER2025 Scale in Metres

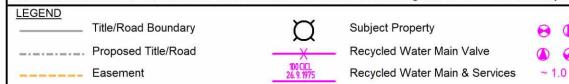


WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, 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.

Hydrant

Fireplug/Washout

Offset from Boundary





18 DECEMBER 2014

ROBERT JACKSON
1 HANOVER COURT
ENDEAVOUR HILLS VIC 3802

Dear Sir/Madam.

APPROVAL FOR PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

Property Address: Lot 125 1 HANOVER COURT ENDEAVOUR HILLS 3802

Development Type: Residential

Structure Type: Carport

Your reference:

Our Reference: 23404020

I am pleased to advise you that South East Water consents to the above proposal subject to the attached terms and conditions. The validity of this permit is based on the attached South East Water approved plan/s.

For any future subdivision of this property, the minimum size easements required over our sewers (< 300mm diameter) in private property are as follows:

- Residential Minimum 2.0m easement (min 0.6m clearance from outside of pipe to easement boundary)
- Commercial / Industrial Minimum 3.0m easement (min 1.0m clearance from outside of pipe to easement boundary)

Please refer to South East Water's Land Development Policy Manual (Land Tenure Guidelines) for further information on correctly sizing easements over our assets.

To obtain a copy of our Land Development Policy Manual or to determine the location of our assets, please refer to South East Water's web site www.southeastwater.com.au (search for Land Development Policy or Asset Web Map under the 'Property' Section).

If you have any enquiries please contact Property Development on 9552 3770.

Yours sincerely

Steve Paterson

MANAGER LAND DEVELOPMENT

The plan/s accompanying this letter are solely issued for identification purposes through further investigation. They are not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. You are put on notice that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets and property sewerage drains. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any works and you should make your own independent inquiries as to the location of all assets and property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties, which cannot be excluded. In respect of liability and conditions and warranties, which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits, to resupplying the plan or paying the cost of resupplying the plan. Please note that the information contained within the plan may have altered before or after the issue of the plan. Alteration to South East Water's assets including property connection points requires separate consent.

TERMS AND CONDITIONS RELATING TO PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

PROPERTY ADDRESS Lot 125 1 HANOVER COURT ENDEAVOUR HILLS 3802

APPROVAL DATE 18 December 2014

Our Reference: 23404020

The owner shall make themselves aware of the terms and conditions of this consent.

These standard conditions form part of the approval for the construction of the approved building or structure over South East Waters asset and easements or within 1.0m of South East Waters assets and shall be read in conjunction with the approved plan showing Carport and South East Waters endorsement.

The owner permits South East Water and its employees, authorised agents and contractors to enter into and upon the land and / or the building and structures contained on the land, for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, and if necessary for that purpose to excavate through any part of the building or structure for which approval has been granted.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the approved building and structures or any other property including the property of any person, and any illness, death or injury of any person as a result of works carried out by South East Water and its employees, authorised agents and contractors for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, beneath or in the vicinity of the building or structure except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the South East Water sewer, pipe or other structure, or any other property, including the property of any person, and any illness, death or injury of any person, as a result of the approved building or structure having been constructed over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement.

The owner indemnifies and shall keep indemnified South East Water against all actions, claims, suits and demands losses, damages, costs and expenses of any kind, arising out of or incidental to the construction of and / or retaining the approved building or structure over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement; and any works carried out by South East Water referred to in clause 4 except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts full responsibility for the structural sufficiency of the approved building or structure and its footings, having regard for the presence of the South East Water sewer, pipe, other structure and / or easement.

Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and / or structures cantilevered over the South East Water sewer, pipe or other structure.

Any deviation from the approved plans will require a further application to be submitted for consideration. Such amended proposals will be considered on the merits of the application and may or may not be approved by South East Water.

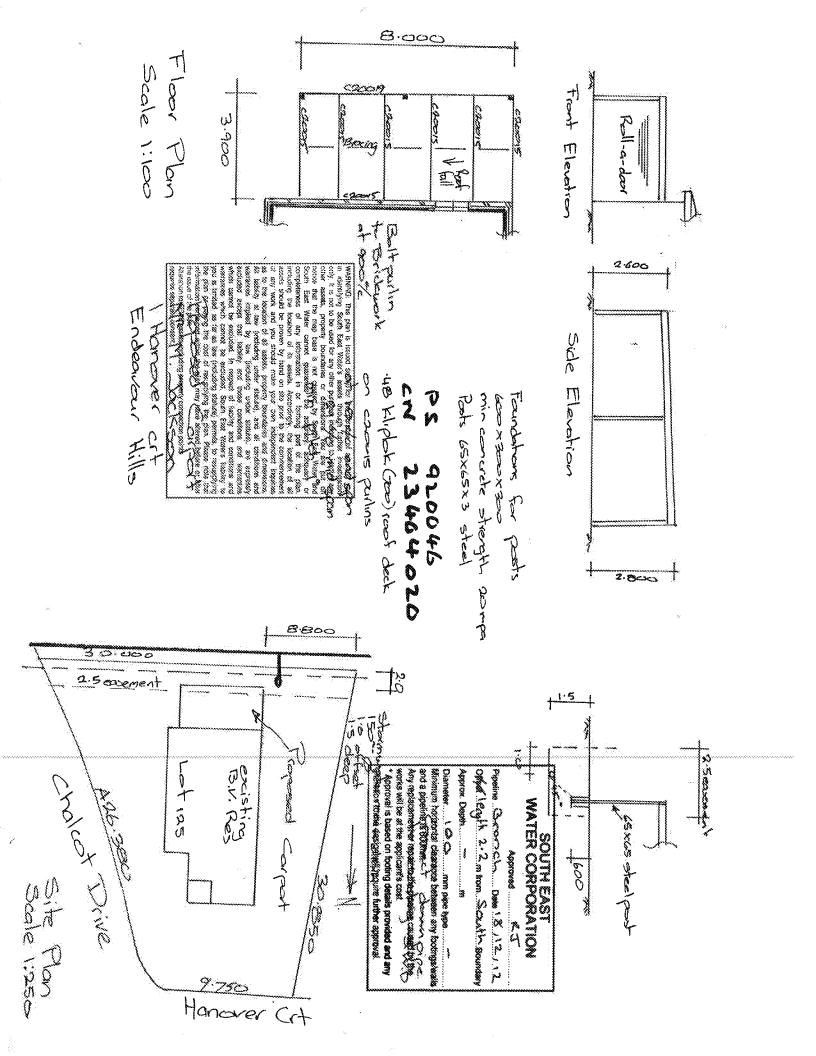
The owner agrees to disclose the existence of and conditions of this consent to intending purchasers or mortgagees of the land and/ or the building and structures contained on the land.

This agreement shall be binding on all subsequent owners of the land and/or the approved building or structure contained on the land

It is the owner's responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent and may render the owner liable for prosecution as provided for in the Water Industry Act.

This consent does not constitute a building permit or a planning permit, as may required by the Building Code of Australia, and the various building ordinances and by-laws of the State of Victoria and the Municipal authority in which the land is situated.

The existence and conditions of this agreement will be disclosed to any person making an 'Application for an Information Statement' as part of advice pursuant to section 158 of the Water Act 1989.





Healthy Water. For Life.

WatersEdge 101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198

Phone +61 9552 3000

southeastwater.com.au

19 SEPTEMBER 2022

Boutique Homes

E-mail: gkakade@boutiquehomes.com.au

Dear Customer,

APPROVAL FOR PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

Property Address: 1 HANOVER COURT ENDEAVOUR HILLS 3802

Development Type: Residential

Structure Type: Site Fill

Our Reference: Case: 42417219 PSP: 920046

I am pleased to advise you that South East Water consents to the above proposal subject to the attached terms and conditions. This permit is valid for the plan submitted for assessment as referenced above.

Should there be any amendments to the approved plan, this consent may be withdrawn or additional conditions imposed.

The location of all assets should be proven by hand on site prior to the commencement of any works and you should make your own independent inquiries as to the location of all assets, property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties, which cannot be excluded. In respect of liability and conditions and warranties, which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits.

All works must be in accordance with the requirements of South East Water's Customer Buildover Guide which may be obtained at https://southeastwater.com.au and is enforceable under Sections 145 and 148 of the Water Act 1989. Please note, works must also comply with the Occupational Health and Safety Regulations 2017 (OHS Regulations 2017).

If you have any enquiries please contact Property Development on 9552 3770.

Yours sincerely

Paul Galvin

MANAGER PROPERTY DEVELOPMENT

TERMS AND CONDITIONS RELATING TO PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

PROPERTY ADDRESS 1 HANOVER COURT ENDEAVOUR HILLS 3802

APPROVAL DATE 19 September 2022

Our Reference: **42417219 PSP: 920046**

The owner shall make themselves aware of the terms and conditions of this consent.

These standard conditions form part of the approval for the construction of the approved building or structure over South East Waters asset and / or easements or within 1.0m of South East Waters assets and shall be read in conjunction with the approved plan showing Site Fill and South East Waters endorsement.

Footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, where required to ensure that no additional load will be placed on the sewer by the structure/works. The exact location of assets should be confirmed out on site prior to the commencement of any work/construction to ensure minimum clearances are met.

The owner permits South East Water and its employees, authorised agents and contractors to enter into and upon the land and / or the building and structures contained on the land, for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, and if necessary for that purpose to excavate through any part of the building or structure for which approval has been granted.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the approved building and structures or any other property including the property of any person, and any illness, death or injury of any person as a result of works carried out by South East Water and its employees, authorised agents and contractors for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, beneath or in the vicinity of the building or structure except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the South East Water sewer, pipe or other structure, or any other property, including the property of any person, and any illness, death or injury of any person, as a result of the approved building or structure having been constructed over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement.

The owner indemnifies and shall keep indemnified South East Water against all actions, claims, suits and demands losses, damages, costs and expenses of any kind, arising out of or incidental to the construction of and / or retaining the approved building or structure over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement; and any works carried out by South East Water referred to in clause 4 except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts full responsibility for the structural sufficiency of the approved building or structure and its footings, having regard for the presence of the South East Water sewer, pipe, other structure and / or easement.

Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and / or structures cantilevered over the South East Water sewer, pipe or other structure.

Any deviation from the approved plans will require a further application to be submitted for consideration. Such amended proposals will be considered on the merits of the application and may or may not be approved by South East Water.

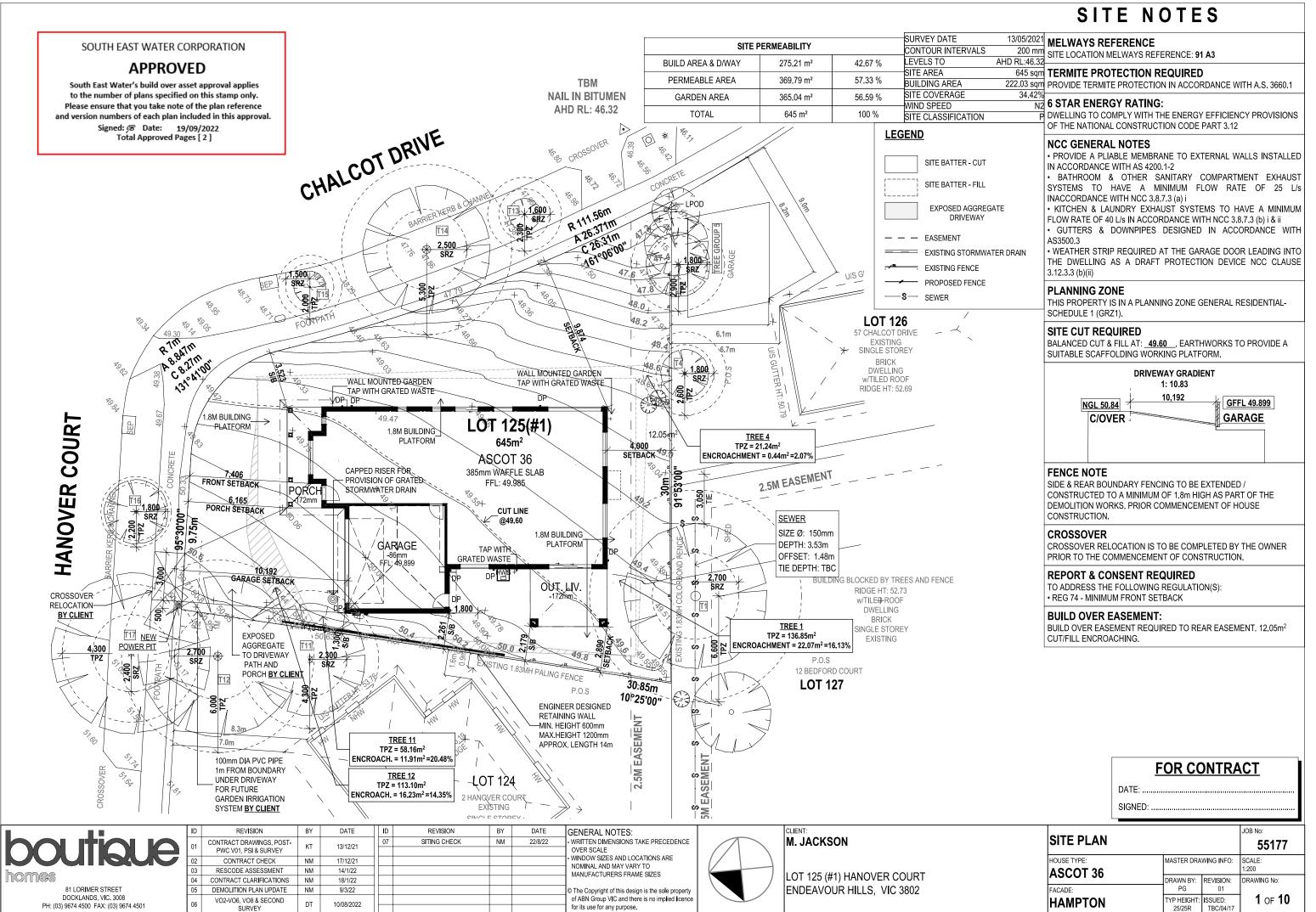
The owner agrees to disclose the existence of and conditions of this consent to intending purchasers or mortgagees of the land and/ or the building and structures contained on the land.

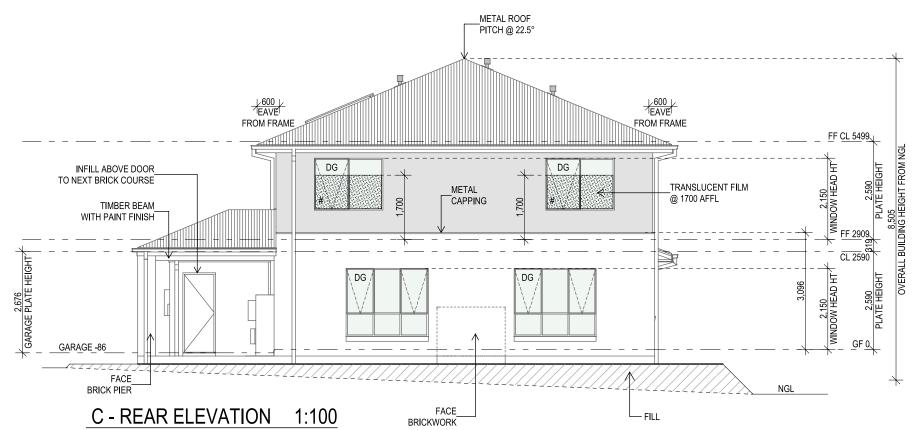
This agreement shall be binding on all subsequent owners of the land and/or the approved building or structure contained on the land.

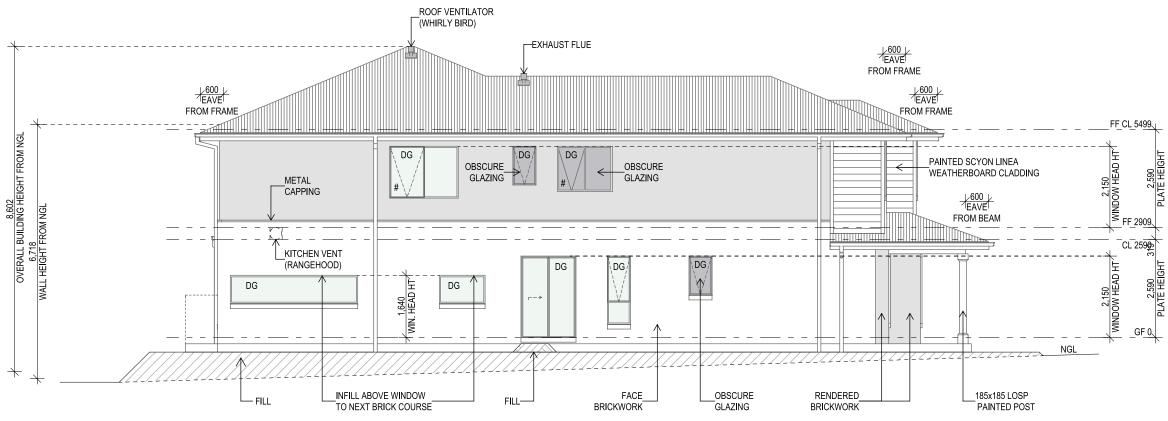
It is the owner's responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent and may render the owner liable for prosecution as provided for in the Water Act 1989.

This consent does not constitute a building permit or a planning permit, as may be required by the Building Code of Australia, and the various building ordinances and by-laws of the State of Victoria and the Municipal authority in which the land is situated.

The existence and conditions of this agreement will be disclosed to any person making an 'Application for an Information Statement' as part of advice pursuant to section 158 of the Water Act 1989.





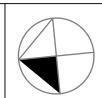


D - SIDE ELEVATION

| boutique |
|----------|
| homes |

| \$ |
|--------------------------------------|
| 81 LORIMER STREET |
| DOCKLANDS, VIC. 3008 |
| : (03) 9674 4500 FAX: (03) 9674 4501 |

| | ID | REVISION | BY | DATE | ID | REVISION | BY | DATE | GENERAL NOTES: |
|---|----|---|----|------------|----|--------------|----|---------|---|
| 1 | 01 | CONTRACT DRAWINGS, POST- PWC V01, PSI & SURVEY | КТ | 13/12/21 | 07 | SITING CHECK | NM | 22/8/22 | - WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE |
| | 02 | CONTRACT CHECK | NM | 17/12/21 | | | | | - WINDOW SIZES AND LOCATIONS ARE |
| | 03 | RESCODE ASSESSMENT | NM | 14/1/22 | | | | | NOMINAL AND MAY VARY TO MANUFACTURERS FRAME SIZES |
| | 04 | CONTRACT CLARIFICATIONS | NM | 18/1/22 | | | | | WANT ACTORERS TRAINE SIZES |
| | 05 | DEMOLITION PLAN UPDATE | NM | 9/3/22 | | | | | © The Copyright of this design is the sole property |
| | 06 | VO2-VO6, VO8 & SECOND SURVEY | DT | 10/08/2022 | | | | | of ABN Group VIC and there is no implied licence for its use for any purpose. |
| | | | | | | | | | • |



M. JACKSON LOT 125 (#1) HANOVER COURT ENDEAVOUR HILLS, VIC 3802

| | JOB No: | | |
|------------------------|-----------------------|----------------------|-----------------|
| ELEVATION C & D | 55177 | | |
| OUSE TYPE: ASCOT 36 | MASTER DRA | WING INFO: | SCALE: 1:100 |
| 10001 30 | DRAWN BY: | REVISION: | DRAWING No: |
| ACADE: | PG | 01 | |
| HAMPTON | TYP HEIGHT: 25/25R | ISSUED: TBC/04/17 | 6 of 10 |

FOR CONTRACT

LEGEND

3.9.2.6.

DG

• PROVIDE RESTRICTED OPENER SHOWN "#" TO FIRST FLOOR WINDOWS TO COMPLY WITH NCC

· WINDOW HEAD HEIGHT DIMENSIONS ARE NOMINAL AND TO BE TAKEN TO THE NEAREST BRICK COURSE.

• REDUCE WINDOW REVEALS TO FIRST FLOOR TO

REFER TO ADDENDA

DOUBLE GLAZING

RENDER - MAIN

CLADDING

OPENABLE WINDOWS TO BE PROVIDED IN ACCORDANCE WITH NCC 3.9.2.6

DOORS WITH CATCH BUT NO LOCK.

SUIT LIGHTWEIGHT CLADDING

DATE:



08 OCTOBER 2014

MATTHEW JACKSON
1 HANOVER COURT
ENDEAVOUR HILLS VIC 3802

Dear Sir/Madam.

APPROVAL FOR PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

Property Address: Lot 125 1 HANOVER COURT ENDEAVOUR HILLS 3802

Development Type: Residential

Structure Type: Carport

Your reference:

Our Reference: 23042988

I am pleased to advise you that South East Water consents to the above proposal subject to the attached terms and conditions. The validity of this permit is based on the attached South East Water approved plan/s.

For any future subdivision of this property, the minimum size easements required over our sewers (< 300mm diameter) in private property are as follows:

- Residential Minimum 2.0m easement (min 0.6m clearance from outside of pipe to easement boundary)
- Commercial / Industrial Minimum 3.0m easement (min 1.0m clearance from outside of pipe to easement boundary)

Please refer to South East Water's Land Development Policy Manual (Land Tenure Guidelines) for further information on correctly sizing easements over our assets.

To obtain a copy of our Land Development Policy Manual or to determine the location of our assets, please refer to South East Water's web site www.southeastwater.com.au (search for Land Development Policy or Asset Web Map under the 'Property' Section).

If you have any enquiries please contact Property Development on 9552 3770.

Yours sincerely

Steve Paterson

MANAGER LAND DEVELOPMENT

The plan/s accompanying this letter are solely issued for identification purposes through further investigation. They are not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. You are put on notice that the map base is not created by South East Water and South East Water cannot guarantee the accuracy, adequacy or completeness of any information in or forming part of the plan, including the location of its assets and property sewerage drains. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any works and you should make your own independent inquiries as to the location of all assets and property boundaries and dimensions. All liability at law (including under statute), and all conditions and warranties implied by law (including under statute), are expressly excluded except that liability and those conditions and warranties, which cannot be excluded. In respect of liability and conditions and warranties, which cannot be excluded, South East Water's liability to you is limited, as far as law (including statute) permits, to resupplying the plan or paying the cost of resupplying the plan. Please note that the information contained within the plan may have altered before or after the issue of the plan. Alteration to South East Water's assets including property connection points requires separate consent.

TERMS AND CONDITIONS RELATING TO PROPOSED STRUCTURES/WORK ADJACENT TO CRITICAL ASSETS

PROPERTY ADDRESS Lot 125 1 HANOVER COURT ENDEAVOUR HILLS 3802

APPROVAL DATE 8 October 2014

Our Reference: 23042988

The owner shall make themselves aware of the terms and conditions of this consent.

These standard conditions form part of the approval for the construction of the approved building or structure over South East Waters asset and / or easements or within 1.0m of South East Waters assets and shall be read in conjunction with the approved plan showing the Carport and South East Waters endorsement.

The owner permits South East Water and its employees, authorised agents and contractors to enter into and upon the land and / or the building and structures contained on the land, for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, and if necessary for that purpose to excavate through any part of the building or structure for which approval has been granted.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the approved building and structures or any other property including the property of any person, and any illness, death or injury of any person as a result of works carried out by South East Water and its employees, authorised agents and contractors for the purpose of inspecting, constructing, maintaining or repairing any sewer, pipe or other structure of South East Water, beneath or in the vicinity of the building or structure except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts sole responsibility for and releases South East Water, its employees, authorised agents and contractors in respect of all injury, loss or damage which may be sustained by the South East Water sewer, pipe or other structure, or any other property, including the property of any person, and any illness, death or injury of any person, as a result of the approved building or structure having been constructed over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement.

The owner indemnifies and shall keep indemnified South East Water against all actions, claims, suits and demands losses, damages, costs and expenses of any kind, arising out of or incidental to the construction of and / or retaining the approved building or structure over or within 1.0m of the South East Water sewer, pipe or other structure and / or easement; and any works carried out by South East Water referred to in clause 4 except to the extent caused by the negligence of South East Water, its employees, authorised agents and contractors.

The owner accepts full responsibility for the structural sufficiency of the approved building or structure and its footings, having regard for the presence of the South East Water sewer, pipe, other structure and / or easement.

Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and / or structures cantilevered over the South East Water sewer, pipe or other structure.

Any deviation from the approved plans will require a further application to be submitted for consideration. Such amended proposals will be considered on the merits of the application and may or may not be approved by South East Water.

The owner agrees to disclose the existence of and conditions of this consent to intending purchasers or mortgagees of the land and/ or the building and structures contained on the land.

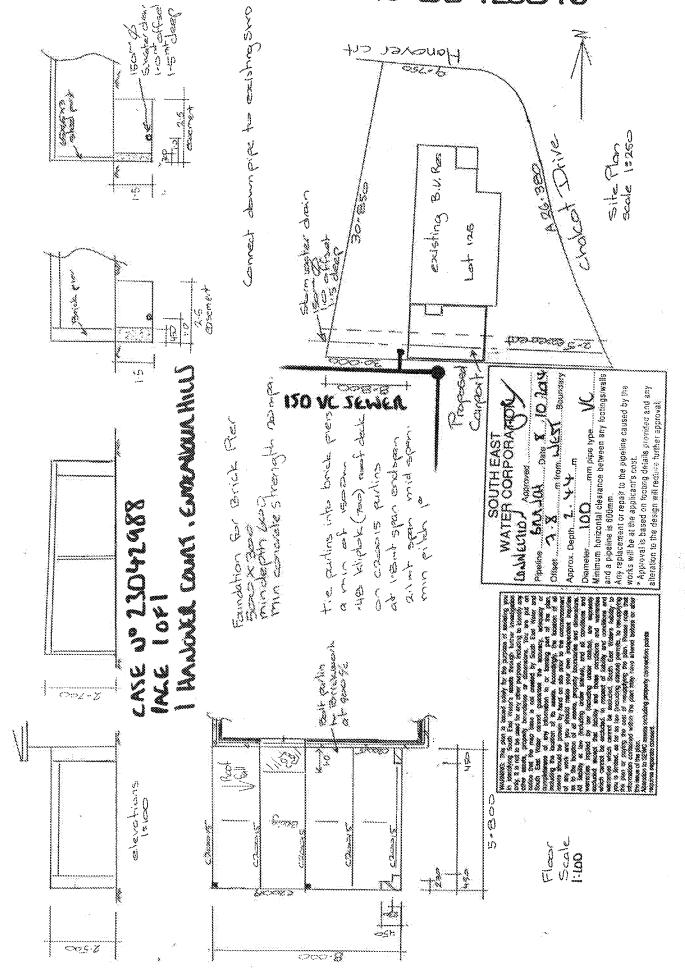
This agreement shall be binding on all subsequent owners of the land and/or the approved building or structure contained on the land

It is the owner's responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent and may render the owner liable for prosecution as provided for in the Water Industry Act.

This consent does not constitute a building permit or a planning permit, as may required by the Building Code of Australia, and the various building ordinances and by-laws of the State of Victoria and the Municipal authority in which the land is situated.

The existence and conditions of this agreement will be disclosed to any person making an 'Application for an Information Statement' as part of advice pursuant to section 158 of the Water Act 1989.

D:00920046





Level 4, 10 Nexus Court, Mulgrave, VIC 3170 T+613 9544 0544 | **E** enquiries@groupfour.com.au www.groupfour.com.au | ABN 96 158 953 425

FORM 2

Building Act 1993 Building Regulations 2018 Regulation 37(1)

BUILDING PERMIT 1833880865735

Issued to

Agent of owner Boutique Homes
ACN 130 382 188

Postal address 81 Lorimer Street, Docklands VIC 3008

Email akostov@boutiquehomes.com.au

Address for serving or giving documents 81 Lorimer Street, Docklands VIC 3008

Contact person Adam Kostov

Telephone

Ownership details

Owner Matthew Sean Jackson

Postal address 1 Hanover Court, ENDEAVOUR HILLS VIC 3802

Email matthew.jackson.86@gmail.com

Contact person Matthew Sean Jackson

Telephone +61400062556

Property details

Lot 125 Number 1

Street/road Hanover Court
City/suburb/town ENDEAVOUR HILLS

Postcode 3802 LP/PS LP118112

Volume 9178
Folio 525

Crown allotment 93, 94, 91 (PART) & 92 (PSRT)

Section -

Parish NARREE WORRAN

County Mornington
Municipal district CASEY CITY

Builder

Name ABN GROUP (VIC) PTY LTD trading as Boutique

Homes

ACN 130 382 188
Building practitioner registration number CDB-U 49215

Postal address 81 Lorimer Street, DOCKLANDS 3008 VIC VIC

3008

Telephone 0396744500

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

Natural person for service of directions, notices and orders

Name Dale Andrew Alcock

Postal address 81 Lorimer Street, DOCKLANDS 3008 VIC VIC

3008

Telephone 0396744500

Building practitioner or architect engaged to prepare documents for this permit

Name ABN Group (VIC) Pty Ltd

Category/class Domestic Builder Unlimited

Registration number CDB-U 49215

Name Gervase Purich

Category/class

Registration number PE0003141

Name Mou Wang

Category/class

Registration number PE0002331

Name Stuart McLennan

Category/class Building Surveyor Unlimited

Registration number BS-U 1577

Details of domestic building work insurance

Name of builder ABN GROUP (VIC) PTY LTD trading as Boutique

Homes

Name of issuer or provider HIA Insurance Services Pty Ltd

Policy number C676465
Policy cover \$569,502.00







Nature of building work

| Construction type | new building |
|---|-------------------|
| Storeys contained | 2 |
| Version of BCA applicable to permit | 2019 Amendment 1 |
| Stage of building work permitted | 0 |
| Cost of building work | \$569,502.00 |
| Total floor area of new building work in m ² | 371 m^2 |

Building classification

| Part of building | Double Storey Dwelling and Garage |
|--------------------|-----------------------------------|
| BCA classification | 1a(a), 10a |
| Part of building | Sleeper Retaining Wall - RW1 |
| BCA classification | 10b |

Performance solution

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

| Relevant performance requirement | Details of performance solution |
|--|--|
| P2.1.1 Structural stability and resistance, P2.2.2 Weatherproofing, P2.2.3 Rising damp | Building Product: Exsulite Thermal Facade Cavity System. Performance solution by: Cert Mark International. Certificate of Conformity issued under ABCB Certification Scheme: CodeMark. Certificate number: CM40264. Date of issue: 17/11/2020. Date of expiry: 17/11/2023. |
| P2.2.2 Weatherproofing | To allow the masonry veneer wall cavity to be reduced to 5mm adjacent services, penetrations, fixtures and other wall installations. Note: Performance solution does not apply to reduced cavity widths due to poor workmanship including protruding mortar, incorrectly cleaned cavities and the like. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023. |
| P2.2.2 Weatherproofing, P2.2.3 Rising damp | To allow damp-proof course/flashing to be installed up to 20mm from the outside face of the mortar used in the construction of the masonry veneer wall. This performance solution applies to face brickwork and to masonry sealed with an acrylic render. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22-3 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023. |







| P2.2.1 Rainwater management, P2.2.2 Weatherproofing, P2.2.3 Rising damp | To allow the damp-proof course/flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the outdoor living area (alfresco) protected by a roof overhang. The roof overhang is to extend a minimum of 1.5m measured perpendicular to the wall. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22-2 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023. |
|---|---|
| P2.2.2 Weatherproofing, P2.2.3 Rising damp, P2.2.1 Rainwater management | To allow the damp-proof course/flashing installed in the masonry veneer walls of the dwelling to be a minimum of 80mm above the external finished ground level in unpaved landscaped areas. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22-1 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023. |
| P2.1.1 Structural stability and resistance, P2.2.2 Weatherproofing | To allow the nominal mortar mix to be 1 part cement, 1 part lime and 10 parts sand. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22-5 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023. |







P2.2.2 Weatherproofing To allow the brick veneer wall flashing system for aluminium framed windows and doors with frames incorporating cavity weatherproofing flanges to be installed as follows: a) To allow the omission of head flashings above wall openings where the depth of masonry is not more than four brick courses between the top of the wall and masonry lintel; b) To allow the omission of sill flashings in ground floor wall openings provided there is a wall flashing at the base of the wall and the window or door sill is not more than 1.5m above the flashing; c) To allow the omission of sill flashings to second floor wall openings, provided there is a perimeter flashing around the entire building at first floor level or head flashings are installed to all wall openings on the ground floor. The first floor flashing or head flashing is not to be more than 1.5m below the window sill; and d) To allow the omission of door and window side flashings. The external wall frame is to be sealed with a vapour permeable pliable building membrane which is taped to the aluminium window or door frame flange with a suitable adhesive flashing tape (designed to prevent water ingress into the building) providing a durable weathertight seal. Note: Weepholes below windows and doors are not required where the flashing has not been installed. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22-4 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023.

P2.1.1 Structural stability and resistance; P2.2.2 Weatherproofing

Building Product: Linea Weatherboard. Performance Solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40225 Date of issue: 20/08/2021, Date of expiry: 20/08/2024.







Prescribed reporting authorities

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

| Reporting authority | Matter reported on or consented to | Regulation number |
|---------------------|--|-------------------------------------|
| Council | The location of the point of discharge from the allotment either within the allotment or at the allotment boundary | 133(2) Building Regulations 2018 |
| Council | The design not complying with the regulation as to the minimum street setback | 74(4) Building Regulations 2018 |
| Council | Building over an easement vested in a service authority | 130(1) Building Regulations 2018 |
| WaterAuthority | Building over an easement vested in a service authority | 130(1) Building Regulations 2018 |

Protection work

Protection work is required in relation to the building work proposed in this permit.

Inspection requirements

The mandatory notification stages required under sections 34 and 35 of the **Building Act 1993** are:

| Building part | Inspections |
|-----------------------------------|---|
| Double Storey Dwelling and Garage | piers: before pouring a footing or in situ reinforced concrete member pre slab: before placing a footing steel: before pouring a footing or in situ reinforced concrete member frame: on completion of the framework pre plaster: before completion of framework and prior to plastering final: on completion of all building work |
| Sleeper Retaining Wall - RW1 | • piers: before pouring a footing or in situ reinforced concrete member |

Occupation or use of building

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

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







Commencement and completion

This building work must commence by 26 September 2023.

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

This building work must be completed by 26 September 2024.

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

Conditions

This permit is subject to the following conditions:

| Description | Performance or information required |
|------------------------------------|---|
| General | The builder must carry out the building work in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor. |
| Encroachment | There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property. |
| Title | The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title. |
| Waterproofing — internal wet areas | Prior to or with an application for an occupancy permit, the builder must provide a waterproofing certificate satisfactory to the relevant building surveyor, including any manufacturer's details and warranties and proprietary systems used, that all wet areas have been waterproofed in accordance with AS3740–2010 Waterproofing of domestic wet areas. |
| Glazing | Prior to or with an application for an occupancy permit, the builder must provide a certificate of compliance satisfactory to the relevant building surveyor indicating that the glass has been installed in accordance with the endorsed drawings and specifications and AS1288 Set-2006 Glass in buildings Set or AS2047-2014 Windows and external glazed doors in buildings, and if the property is in a designated bushfire-prone area, AS3959-2018 Construction of buildings in bushfire-prone areas, in respect of all glazing, including balustrading, doors, windows and screens. |
| Electrical certificates | Prior to or with an application for an occupancy permit, the builder must provide a certificate of electrical safety satisfactory to the relevant building surveyor for prescribed electrical installations or non-prescribed electrical installations, as applicable. |







| Plumbing certificates | Prior to or with an application for an occupancy permit, the builder must provide plumbing compliance certificates satisfactory to the relevant building surveyor for all applicable plumbing work (including referncing any performance solutions used) as follows: • roof plumbing • sanitary plumbing • drainage (below ground sewer) • drainage (below ground stormwater) • cold water plumbing • hot water plumbing • gasfitting |
|---|---|
| Frame inspection documentation — bracing | Prior to booking a frame inspection, the builder must provide bracing computations, certification and layouts satisfactory to the relevant building surveyor. |
| Frame inspection documentation — roof trusses | Prior to booking a frame inspection, the builder must provide roof truss computations, certification and layouts satisfactory to the relevant building surveyor. |
| Frame inspection documentation — wall framing | Prior to booking a frame inspection, the builder must provide wall framing computations, certification and layouts satisfactory to the relevant building surveyor. |
| Frame inspection documentation — floor joists and beams | Prior to booking a frame inspection, the builder must provide floor joist and floor beam computations, certification and layouts satisfactory to the relevant building surveyor. |
| Energy efficiency — solar hot water | Prior to or with an application for an occupancy permit, the builder must provide: • an energy rating certificate or statement satisfactory to the relevant building surveyor verifying that all requirements of the energy rating measures have been installed in accordance with the endorsed documents and the Building Code of Australia • a plumbing compliance certificate satisfactory to the relevant building surveyor for the installation of the solar hot water system. |
| Termite treatment | Prior to or with an application for an occupancy permit, the builder must provide a copy of the termite protection certificate satisfactory to the relevant building surveyor that the building work has been constructed in accordance with AS3660–2014 Termite management. |
| Wall cladding — Exsulite™ | Prior to or with an application for an occupancy permit, the builder must provide an Exsulite TM cladding confirmation letter from an installer trained and registered by Dulux® AcraTex® Exsulite satisfactory to the relevant building surveyor and confirming that the external walls have been constructed in accordance with the endorsed plans and specifications covering the wall cladding system. |







Relevant building surveyor

Name Group Four Building Surveyors Pty Ltd

ACN 158 953 425

Address Level 4, 10 Nexus Court, Mulgrave VIC 3170

Email enquiries@groupfour.com.au

Building practitioner registration number CBS-U 58099

Designated building surveyor

Name David Madeira

Building practitioner registration number BS-U 27484

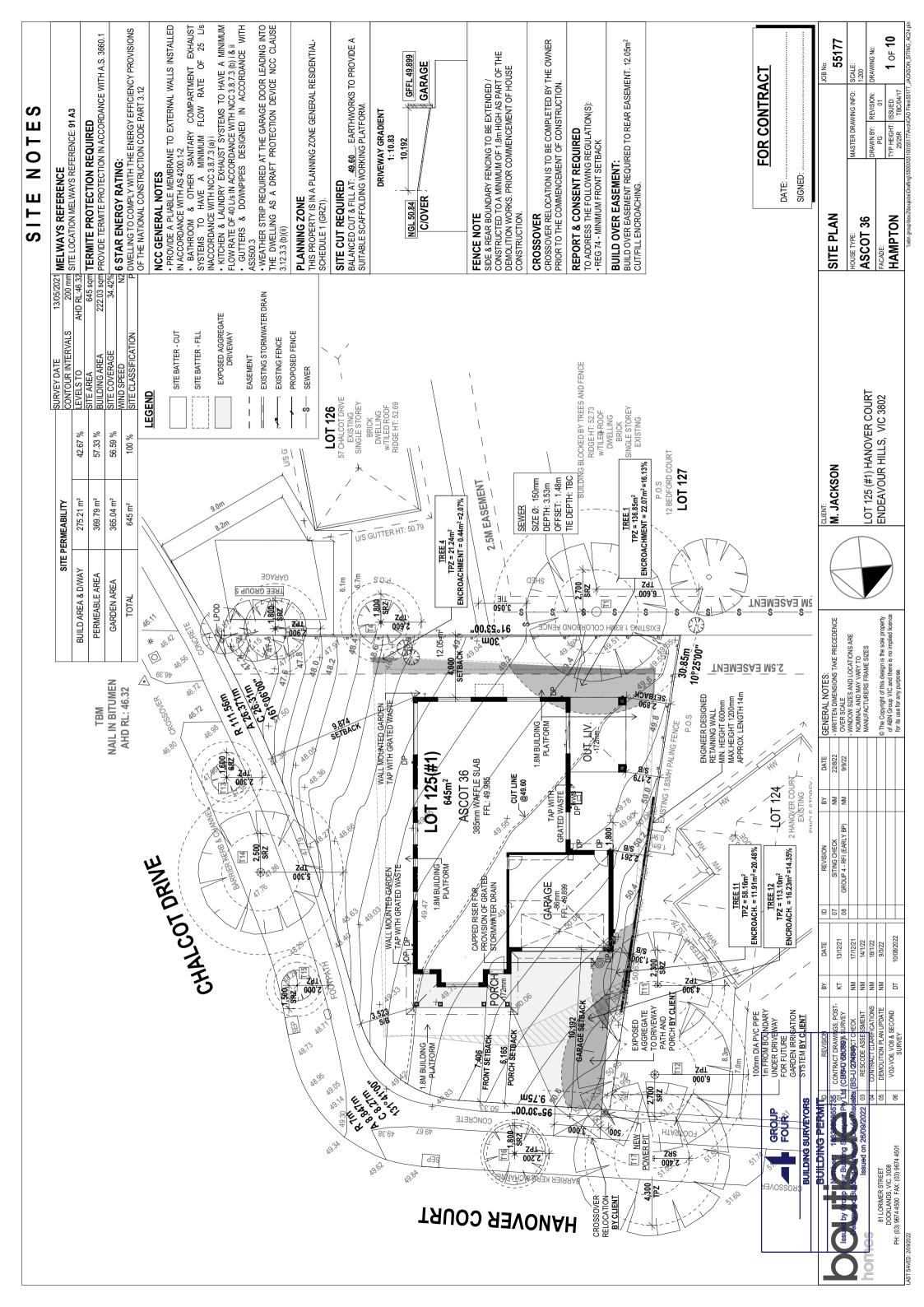
Permit number 1833880865735

Date of issue of permit 26 September 2022

Signature









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: Group Four Building Surveyors

Postal Address: Level 4, 10 Nexus Court, Mulgrave, VIC 3170

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

Number: 1 Street/Road: Hanover Court Lot: 125 Suburb/Town: Endeavour Hills

Postcode: 3802

Nature of proposed building work:

Construction of a New Building.

Building Classification:

Part of Building: BCA Class 1a Part of Building: BCA Class 10a Part of Building: BCA Class 10b

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

Design or part of the design of building work relating to a structural matter.

Documents setting out the design that is certified by this certificate:

Drawings: As nominated on the Sheet Index, Drawing Sheet S-000, Rev: 0 Job No.144532 Dated: 24/08/22

Prepared by Structerre Consulting

Computations: Prepared by Structerre Consulting Job No.144532 Dated: 24/08/22

Other documents relied on in preparation of the design that is certified by this certificate:

Soil Report: Prepared by Structerre Consulting No. 144532A Dated: 27/07/22 Surface Drainage: Prepared by Boutique Homes No. 55177 Dated: 22/08/22

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

Part 2.1, 3.0, 3.2 & 3.4 of the NCC 2019 Volume 2, Amendment 1 including relevant Australian Standards;

AS/NZ 1170.0-2002 AS/NZ 1170.1-2002 AS/NZ 1170.2-2011 AS 4100-1998 AS 4055-2012 AS 2870-2011 AS 1684.4-2010 AS 1684.2-2010 AS 1720.1-2010 AS 3600-2018

AS 3700-2018 AS 4773.1-2015 AS 4678-2002 AS 4773.2-2015

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

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

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

Engineer:

Name: Gervase Purich
Address: Ground Floor, Building 2,

No.630 Mitcham Road, Mitcham Vic, 3132

melbourne@structerre.com.au

g Civii

PE0003141

Email:
Endorsest tanding Olymeer area of engineering
Endorsed building engineer registration No.:
Date BUILDING SURVEYORS

Signabil LIDING PERMIT

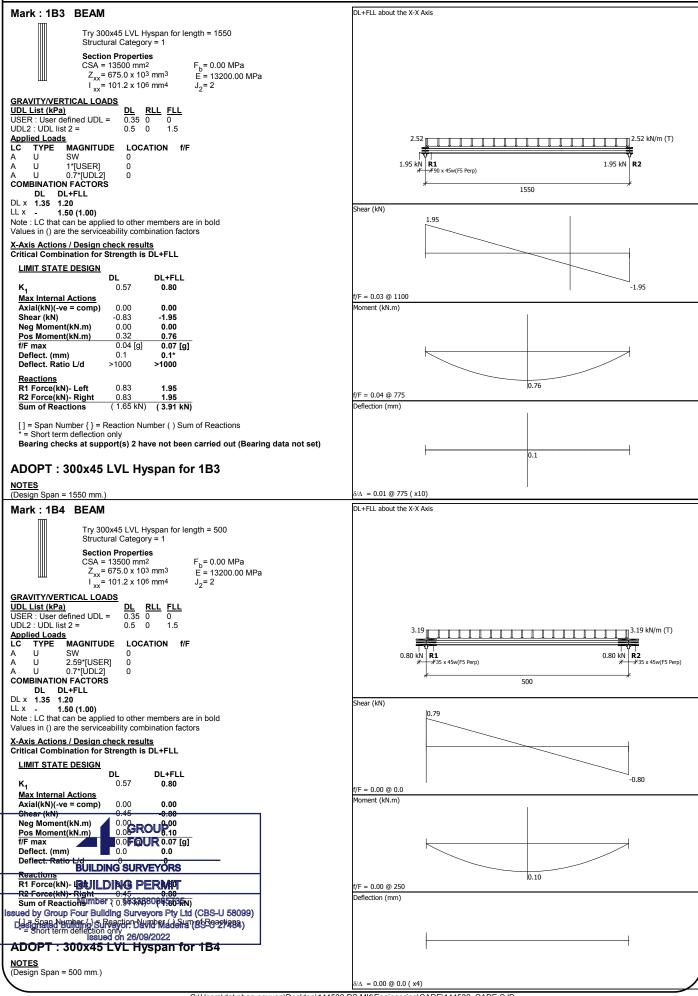
Number: 1833880865735

Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
Designated Building Surveyor: David Madeira (BS-U 27484)
Issued on 26/09/2022

STRUCterre Co. Limited

email: hcmc@structerre.com.au

Page :
Reference : 144532
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Ver . 3.50.5888, 3/9/19

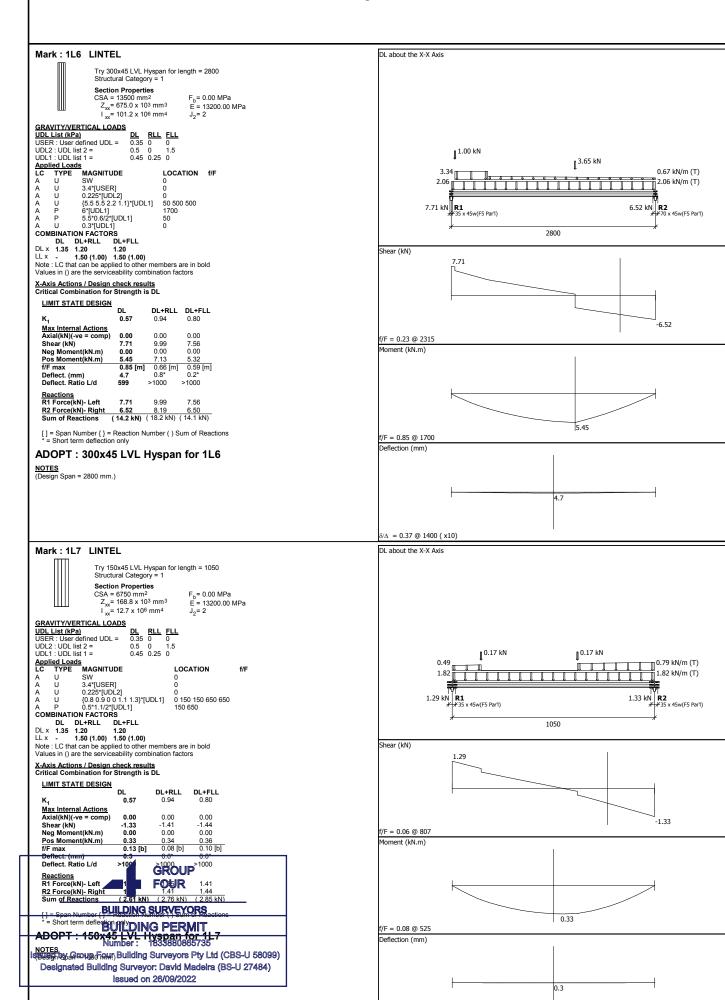


STRUCterre Co. Limited

email: hcmc@structerre.com.au

Page :
Reference : 144532

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Ver . 3.50.5888, 3/9/19



 $\delta/\Delta = 0.03 @ 525 (x10)$



| Sleeper F | Sleeper Retaining Wall Schedule | Schedule | | RW1 | | | | | Job Number | 144532 |
|------------------------------|-----------------------------------|--------------|------------|-------------------------|------------------|---------------------------------------|------------|--------------------|-----------------------|---------------------|
| Internal Friciton angle | iton angle | 25 | 25 Degrees | Timber Stress Grade - | Grade - | F5 | | Fence Height, H1 - | ht, H1 - | Ш 0 |
| Sloping Bac | Sloping Backfill Angle - | 0 | 0 Degrees | Steel Post grade | de | 300 | 300 MPa | Wind Speed - | - 0 | 33 ms ⁻¹ |
| Wall Friction | Wall Friction Angle, $	riangle$ - | 0 | 0 Degrees | | | | | Terrain Category - | egory - | က |
| Soil Unit Weight, γ - | eight, γ - | 18 | 18 kN/m³ | Width of concrete pier | rete pier | 450 | 450 mm | Ŭ | Concrete Sleepers? No | |
| | | | | | | | | | Is rock found within | |
| Lateral Bearing Soil | ring Soil | 120 kPa | kPa | Surcha | irge load for wa | Surcharge load for wall heights <1.5m | 2.5 kPa | | footing depth? | |
| Lateral Bearing Rock | ring Rock | 300 kPa | кРа | Surcha | irge load for wa | Surcharge load for wall heights >1.5m | 5 | 5 kPa | No | |
| | | | | | | Footing width/ | | Footing | | |
| Height | Rail Size | | Post size | | Post spacing | diameter | Ignore top | depth | | |
| (mm) | Timber | Timber | St | Steel | (mm) | (mm) | (mm) | (mm) | | |
| 009 | 200 x 50 F5 | 200 x 50 F5 | 150 UB 14 | 150 UB 14 100 UC 14.8 | 1200 | 450 | 200 | 009 | | |
| 800 | 200 x 50 F5 | 200 x 75 F5 | 150 UB 14 | 100 UC 14.8 | 1200 | 450 | 200 | 009 | | |
| 1000 | 200 x 50 F5 | 200 x 100 F5 | 150 UB 14 | 100 UC 14.8 | 1200 | 450 | 200 | 700 | | |
| 1200 | 200 x 50 F5 | | 150 UB 14 | 100 UC 14.8 | 1200 | 450 | 200 | 006 | | |
| | | | | | | | | | | |
| | | | _ | | | | | | | |
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| | | | _ | | | | | | | |
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| | | | | | | | | | | |



BUILDING SURVEYORS
BUILDING PERMIT

Number: 1833880865735 Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099) Designated Building Surveyor: David Madeira (BS-U 27484) Issued on 26/09/2022



Issued on 26/09/2022

Sheet : Date : Job N" : 144532

Designed by :

| | | Bored pier | | | | | |
|--------------------------|--|------------------------|-------------------|---------------|------------------|---------------|------|
| Waffle/Raft Sy | vstem Info.: | Borca pici | Soil Info.: | | | | |
| Waffle box hei | | 300 mm | Skin friction res | istance = | 25 kPa | | |
| Slab thickness | 0 | 85 mm | Bearing Strengt | | 250 kPa | | |
| Internal rib wid | Ith = | 110 mm | | | | | |
| Edge beam wid | dth = | 300 mm | Overall Pier Inf | fo.: | | | |
| Edge beam de | | 385 mm | Founding depth | | 00 mm | | |
| Rebate depth = | | 170 mm | Pier diameter = | 4 | 150 mm | | |
| Rebate width = | | 150 mm | | | | | |
| Pier Design: | Skin friction resistance = Bearing strength = | 21.2 kN 39.8 kN | Pier Capacity | 61.0 kN | | | |
| | | 39.0 KIN | Fiel Capacity | 01.0 KN | | | |
| 1)External Pie | er Design: | | | | | | |
| Roof mass = | | 0.45 kPa | Wall mass = | | .36 kPa | | |
| Roof live load | = | 0.25 kPa | Wall height = | | 3.3 m | | |
| RLW = | | 5.6 m | Wall opening = |) | es/es | | |
| Slab mass = | | 24.0 kN/m ³ | 1st Foor mass = | - 0 | .50 kPa | | |
| Slab live load : | = | 1.5 kPa | 1st FLW = | | 3.0 m | | |
| Slab FLW = | | 1.8 m | 1001 244 | , | 0.0 111 | | |
| | long edge beam = | 2.2 m | Pier depth = | | 1.2 m | | |
| | | | • | | | | - |
| Dead Load: | Roof = | 5.5 kN | Live Load: | | 3.1 kN | | |
| | Wall = | 14.3 kN 3.3 kN | | | 9.9 kN | | |
| | First Floor = Slab = | 3.3 KN 8.1 kN | | | 5.9 kN 5.8 kN | _ | |
| | Int. Ribs = | 4.1 kN | G + 0.5Q = | 47.4 kN | O.O KIN | = | |
| | Edge beam = | 4.1 kN | Pier SW = | 4.6 kN | | | |
| | G (Total) = | 39.5 kN | Design Load = | 52.0 kN | < | Pier Capacity | ok! |
| 2) Internal Di | · · · | | <u> </u> | | • | , | |
| 2) Internal Pie RLW = | er Design: | 0.0 m | | | | | |
| INLVV - | | 0.0 111 | | | | | |
| Wall mass = | | 0.35 kPa | 1st Foor mass = | = 0 | .50 kPa | | |
| Wall height = | | 5.5 m | 1st FLW = | | 2.3 m | | |
| Ü | | | | | | | |
| Pier spacing al | long the rib (in x-dir.) = | 3.0 m | | | | | |
| Pier spacing al | long the rib (in y-dir.) = | 3.0 m | Pier depth = | | 1.2 m | | |
| Dead Load: | Roof = | 0.0 kN | Live Load: | Roof = | 0.0 kN | | |
| Dead Load. | Wall = | 5.8 kN | Live Load. | | 0.4 kN | | |
| | First Floor = | 3.5 kN | | | 3.5 kN | | |
| | Slab = | 18.4 kN | | | 3.9 kN | _ | |
| | Int. Ribs = | 11.9 kN | G + 0.5Q = | 51.4 kN | | = | |
| | G (Total) = | 39.5 kN | Pier SW = | 4.6 kN | | | |
| | | | Design Load = | 56.0 kN | < | Pier Capacity | ok! |
| 3) Pier betwee | en Dwelling & Garage Design: | | | | | | |
| RLW = | on a manning or a carago accigin | 3.9 m | Wall mass = | 0 | .35 kPa | | |
| | | | Wall height = | | 5.5 m | | |
| Garage slab liv | ve load = | 2.50 kPa | • | | | | |
| Garage FLW = | | 0.8 m | 1st Foor mass = | | .50 kPa | | |
| Dwelling groun | nd FLW = | 1.0 m | 1st FLW = | ; | 3.0 m | | |
| | | | | | | | |
| Pier spacing al | long beam = | 2.1 m | Pier depth = | | 1.2 m | | |
| Dead Load: | Roof = | 3.7 kN | Live Load: | Roof = | 2.0 kN | | |
| | Wall = | 4.0 kN | | First Floor = | 9.5 kN | | |
| | First Floor = | 3.2 kN | | Slab = | 7.4 kN | _ | |
| | Slab = | 7.7 kN | | | 6.8 kN | = | |
| | Int. Ribs = | 2.9 kN | G + 0.5Q = | 37.5 kN | | | |
| | Beam = | 7.6 kN | Pier SW = | 4.6 kN | | Diag Comment | -1-1 |
| | G (Total) = | 29.1 kN | Design Load = | 42.0 kN | < | Pier Capacity | ok! |
| | ernal Pier Design: | | | | | | |
| RLW = | | 1.7 m | Wall mass = | | .36 kPa | | |
| Garage FLW = | = | 1.4 m | Wall height = | | 2.7 m | | |
| Dianono | lana adaa ba | 2.0 | Dian dead | | 0.5 | | |
| rier spacing al | long edge beam = | 3.0 m | Pier depth = | | 2.5 m | | |
| Dead Load: | Roof = | 2.3 kN | Live Load: | Roof = | 1.3 kN | | |
| | Wall = | 20.4 kN | | Slab = 1 | 0.5 kN | _ | |
| | Slab = | 8.6 kN | | | 0.5 kN | = | |
| | Int. Ribs = | 4.1 kN | G + 0.5Q = | 47.0 kN | | | |
| | Ext. beam = | 6.5 kN | Pier SW = | 9.5 kN | _ | Di 0 | |
| | G (Total) = | 11.8 kN | Design Load = | 56.6 kN | < | Pier Capacity | ok! |
| 5) Garage Inte | ernal Pier De gn: GROUP | | | | | | |
| Pier spacing al | | 3.0 m | Pier depth = | | 1.2 m | | |
| | long the rib (i /-dir.) = | 3.0 m | • | | | | |
| Dead Load: | BUILDING SURVEYORS | | Live Load: | Q (Slab)= 2 | 2.5 kN/m | | |
| Dodd Load. | | 18.4 kN | G + 0.5Q = | 41.5 kN | U KIW/III | = | |
| | Slab Int. I BUILDING PERMIT | 11.9 kN | Pier SW = | 4.6 kN | | | |
| | | | | | _ | Dian Canasit. | ok! |
| | G (Tatah) ber: 1833880865735 | 30.2 kN | Design Load = | 46.1 kN | < | Pier Capacity | UK: |
| Issued by Gi | G (Totah) Fer: 1833880865735 | | Design Load = | 46.1 kN | < | Pier Capacity | OK: |
| | | .td (CBS-U 58099) | Design Load = | 46.1 kN | _ < | Pier Capacity | OK: |



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: Group Four Building Surveyors

Postal Address: Level 4, 10 Nexus Court, Mulgrave, VIC 3170

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

Number: 1 Street/Road: Hanover Court
Lot: 125 Suburb/Town: Endeavour Hills

Postcode: 3802

Nature of proposed building work:

Construction of a New Building.

Building Classification:

Part of Building: BCA Class 10b: Retaining Walls

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

Design or part of the design of building work relating to a structural matter.

Documents setting out the design that is certified by this certificate:

Drawings Rev: 0 Prepared by Structerre Consulting Job No.144532 Dated: 24/08/22

S-100 S-204

Retaining Wall Prepared by Structerre Consulting Job No.144532 Dated: 24/08/22

Computations:

Other documents relied on in preparation of the design that is certified by this certificate:

Soil Report: Prepared by Structere Consulting No. 144532A Dated: 27/07/22 Surface Drainage: Prepared by Boutique Homes No. 55177 Dated: 22/08/22

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

Part 2.1, 3.0, 3.2 & 3.4 of the NCC 2019 Volume 2, Amendment 1 including relevant Australian Standards;

REG 112(h) of the Building Regulations 2018

AS/NZ 1170.0-2002 AS/NZ 1170.1-2002 AS/NZ 1170.2-2011 AS 4100-1998 AS 4055-2012 AS 2870-2011 AS 1684.4-2010 AS 1684.2-2010 AS 1720.1-2010 AS 3600-2018

AS 3700-2018 AS 4773.1-2015 AS 4678-2002 AS 4773.2-2015

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

PE0002331

24/08/22

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

Engineer:

Name: Mou Wang

Address: Ground Floor, Building 2,

No.630 Mitcham Road, Mitcham Vic, 3132 melbourne@structerre.com.au

Email:

Endorsed balding rate and engineering Civil

Endorsed kallding engineer registration No.:

Date of iss of certificate:

Signabult DING SURVEYORS

BUILDING PERMIT

Number: 1833880865735

Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)

Designated Building Surveyor: David Madeira (BS-U 27484)

Issued on 26/09/2022



SITE CLASSIFICATION REPORT

Client: Boutique Homes Builders Pty Ltd Job No: 144532A

Revision:

Lot 125, 1 Hanover Court Site Address:

Date of Report: 27/07/2022

Endeavour Hills, 3802

This report is based on information supplied by the client and/ or assumed as typical for modern construction (refer Section 1). If any aspect of the site has changed from the date of site visit, the design engineer should be notified so that any necessary amendments can be considered.

SITE PHOTO 1



SITE CLASSIFICATION

WIND RATING

P (Engineer design).

N2

(In accordance with AS2870-2011)

26 m/s Vhs & 40 m/s Vhu (In accordance with AS4055-2012)

Underlying Site Reactivity*: M - Moderately reactive site.

P due to trees on this site and/ or adjacent sites, proposed or recent removal of house &/ or structures from this

site, and removal of trees

rmal moisture (P) conditions, Engineer to assess additional movements due to P reasons.

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BUILDING PERMIT

Number: 1833880865735

Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099) Designated Building Surveyor: David Madeira (BS-U 21/41/A) QLD NSW VIC

Issued on 26/09/2022 4532A

Ground Floor, Building 2, 630 Mitcham Road, Mitcham, Victoria 3132



SUMMARY REPORT

This summary is provided to quickly identify site observations and footing recommendations to the client, builder and design engineers. However care should be exercised and reference to a full report is recommended to avoid misunderstandings which may have subsequent design, construction and cost implications. Structerre is not liable for any differential caused by design growth or misunderstanding should the summary be used rather than the full report. In the event that only a summary report is issued Structerre must be retained as the design engineers.

| P SITE INDICATORS (IF PRESENT) | |
|---|------------------------------|
| Soft / Collapsing Soil (I.e. bearing less than 50kPa): Trees Onsite or Adjacent sites (refer to Site Survey for details): Proposed or recent removal of house/ structures (i.e. Knockdown/ Rebuild) Fill Containing Wood, Metal, Plastic, organics, oversize boulders etc or other Harmful Materials: Specify details | No Yes Yes No |
| Abnormal Moisture (As noted on Surface Soil Bore Log) Deep Fill (Over 400mm): Suspected Cut (Over 400mm): Suspected removed trees: Immature tree/s | No No No Yes No |
| OTHER CONDITIONS (IF PRESENT) | |
| Shallow Rock/ Floaters (Ie. Within 1.8 metre of the Surface): Site surface saturated or prone to poor drainage Difficulty penetrating FILL if present (I.e. refusal) Incomplete Earthworks Water Table/ Perched Water Table Encountered | Yes Yes No No No |

DISCLAIMER

This report has been prepared on the behalf of and for the exclusive use of Boutique Homes Builders Pty Ltd or the person or persons for whom the named building company is acting as agent.

This report is for Structure only to use in design. Any design by anyone else for any structure must be specifically approved by Structure. If used by anyone else for anything other than a Structure design or structure, Structure takes no responsibility

The purpose of this document is specifically for the site classification of either a pool, renovation, new single dwelling(s), or similar sized residential structure. This report is not intended for any other structure not specifically mentioned.

Any preliminary recommendations are based upon the site investigation and site classification only. This is to enable the design engineers to determine in their own professional opinion the final design of the project.

| Desk Study / QA Review | Field Technician | Author | Approved |
|---------------------------|------------------|--------|----------|
| VN | MM | ND | GP |



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- 3.0 **OBSERVATIONS & SITE SPECIFIC RECOMMENDATIONS**
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General Notes

| Amendments |
|------------|
| |
| |



Designated Building Surveyor: David Madeira (BS-U 274)

Issued on 26/09/2022 144532A



1.0 INTRODUCTION

Structerre has been engaged by Boutique Homes Builders Pty Ltd to carry out soil testing in appropriate locations at Lot 125, 1 Hanover Court Endeavour Hills, 3802 to classify the site in its present condition, to enable a rational design of an appropriate footing system for an articulated brick veneer residential dwelling.

The satisfactory long-term performance of footing systems recommended in this report is dependent upon the ongoing site maintenance by the owner as described in AS2870-2011, Section 1.1.

2.0 SITE INVESTIGATION

Three boreholes were drilled using a hand auger and/or tube driver and ute mounted auger and disturbed samples were obtained, named, and broadly described in accordance with Unified Soil Classification System.

This report is based on site construction information (if any) supplied by the client. Should the proposed construction type vary from those advised (or assumed), this office should be notified, as additional testing may be required. It should also be noted that the test results might not be relevant if the location of a proposed structure varies from the originally advised.

This report relates to the ground conditions on the property at the time of the site investigation. If so advised by the client, this report has considered the proposed site preparation. If unadvised cutting or filling is proposed or carried out, additional testing may be required to reclassify the site as indicated in Clause 2.3.2 (B) and Clause 2.5.3 of AS2870-2011.

This site has been classified in accordance with Section 2 and Appendix D of AS2870-2011.

The characteristic surface movement, y_s, has been estimated either by shrink and swell tests as specified in AS1289.7.1.1-2991 in accordance with Clause 2.3.2 (i) of AS2870-2011, or by visual-tactile identification of the soil in accordance with Clause 2.3.2 (iii) of AS2870-2011. Results of our site investigation are attached in the Appendices.

3.0 OBSERVATIONS & SITE SPECIFIC RECOMMENDATIONS

3.1 Site Description

A photo of the site condition can be found on the front page. Additional photos if available can be found in Appendix A. At the time of site visit the drainage was found to be poor.

3.2 Subsurface Conditions

This report assumes subsurface conditions similar to those encountered in the boreholes are typical of the investion of the i

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5.4

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The soil test locations are indicated (approximately) on the attached site sketch (see Appendix B) along with limited site features; this sketch does not replace a site specific survey. For accurate and full details as to the site features and adjacent site features the site specific survey should be reviewed.

Full details of the observed subsurface conditions have been recorded on the attached bore logs (see Appendix C).

3.3 **Geological Origins**

Reference to the appropriate Geological Survey of Victoria map indicates the site is located in an area of Devonian Siltstone/ sandstones. As required by AS1726-2017 a 'Desk Study was prepared detailing anticipated geology, sub-surface profile, reactivity and review of aerial photography.

3.4 Site drainage

Although not encountered at the time of our soil test, sub-soil seepage and/or poor site drainage is common on sites in this region. This may cause some problems during footing construction including softening of footing bases and possible collapse of excavations. Long term footing performance might also be affected.

Installation of effective drainage to divert surface and/or ground water away from the footings well prior to construction of the slab may be required (refer General Notes).

Bearing capacities will be dependent on adequate drainage.

3.5 Influence of Trees

This site has been given a P classification in accordance with Clause 1.3.3, Clause 2.1.3 (e), Appendix H and Appendix CH of AS2870-2011. Our investigation indicates that one or more of the following were present (refer to page 2, site plan and feature survey):

- trees were noted within or adjacent to the footprint of the proposed building;
- trees to be or have been recently removed;
- immature trees on site or adjacent sites/ reserve.

The above may result in abnormal moisture conditions\ moisture variations beyond those for normal sites which must be considered during design by a suitably experienced engineer.

In the event of tree removal (suspected or proposed) Anti-heave design is recommended for any proposed slab footing types or thorough re-moisturising of the site to normalise and make even the soil moisture re imerobrephout the building site prior to commencing construction of new dwelling. **FOUR**



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3.6 House removal / Abnormal moisture variation

Our site investigation indicates the potential for abnormal moisture conditions/ moisture variation beyond those for normal sites; in accordance with Clause 1.3.3 of AS2870-2011.

This might include a structure (dwelling or otherwise) has been recently removed from site; is likely to be removed as part of the development or other sources of abnormal moisture conditions were noted (Refer Page 2 and Surface Soil Bore log).

The removal of slabs, footings or any structures may result in changes to the moisture equilibrium of the foundation material. Leaking utilities, site cut, trees, tree removal or past site drainage might also result in moisture variation across the site.

The design engineer is to take into consideration the effect of possible abnormal moisture condition/s or variations.

Anti-heave design may be required for any proposed slab footing types or thorough re-moisturising of the site to normalise and make even the soil moisture regime throughout the building site prior to commencing construction of new dwelling.

3.7 Excavation difficulties

Refusal on obstructions in FILL and/or on rock, floaters or hard/ very dense soils was encountered at shallow to moderate depth (refer to Surface Soil Bore Logs). Excavation for trenches, piers or a cut platform with light machinery may be difficult.

Where shallow rock is encountered, the footings or slab beams may be reduced in depth in accordance with the guidelines given in AS2870-2011, Clauses 3.1.6, 3.1.7 and 3.1.8, subject to review and approval by the design engineer.

Backhoe slots may be necessary due to the nature of the fill and/or natural soil.

4.0 CHARACTERISTIC SURFACE MOVEMENT

4.1 Characteristic Surface Movements (y_s)

For the encountered soil profile and normal seasonal soil moisture conditions, (where H_s is 1.8m and Δu is 1.2pF), we estimate the characteristic surface movements to be Ys of between 20mm and 40mm, refer AS2870-2011.

* Not accounting for abnormal moisture
P reasons.

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4532A



5.0 FOOTING RECOMMENDATIONS

5.1 CONCRETE SLAB

A minimum slab freeboard of 150mm is recommended.

Surface Preparation. Removal of deleterious material such as grass, roots, organics material and topsoil containing organics will be required. This site scrape shall be done prior to placing rolled or controlled fill or placing of the concrete footings. Refer AS2870-2011 section 6.4.3.

The below footing recommendations assume that following a site scrape the remaining fill is to be compacted to achieve a minimum bearing capacity of 50kPa. If any soft spots are encountered where the bearing capacity cannot be achieved Structure Engineers shall be contacted immediately for additional requirements. Any load bearing components of the footing (beams/thickenings) should be founded into underlying natural horizons (refer to logs) as per AS2870-2011 2.5.3.

5.1.1 WAFFLE RAFT

An Engineer designed waffle footing system suitable for the site reactivity may be appropriate for an articulated brick veneer dwelling. Refer AS 2870-2011. Where the depth of compacted fill exceeds the requirements of AS2870-2011, the waffle footing system shall be supported on piers founded into natural soil as noted in the borelogs.

5.2 TIMBER FLOORS

5.2.1 STRIP AND PAD FOOTINGS

Engineer designed strip and pad footings shall be founded into natural Soil Horizons to a depth where an allowable bearing capacity of at least 100 kPa will exist (refer to logs).

Foundation excavations deepened through fill material can be backfilled with minimum 10 MPa 'blinding' concrete. Alternatively, the strip footings may be suspended on piers/piles.



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Photo 2



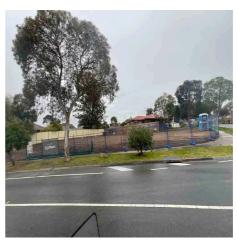
Photo 4

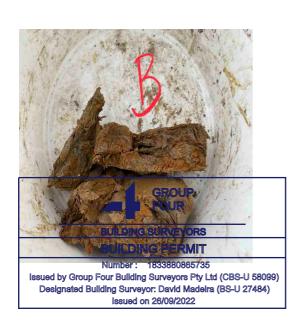


PIIOLO Z



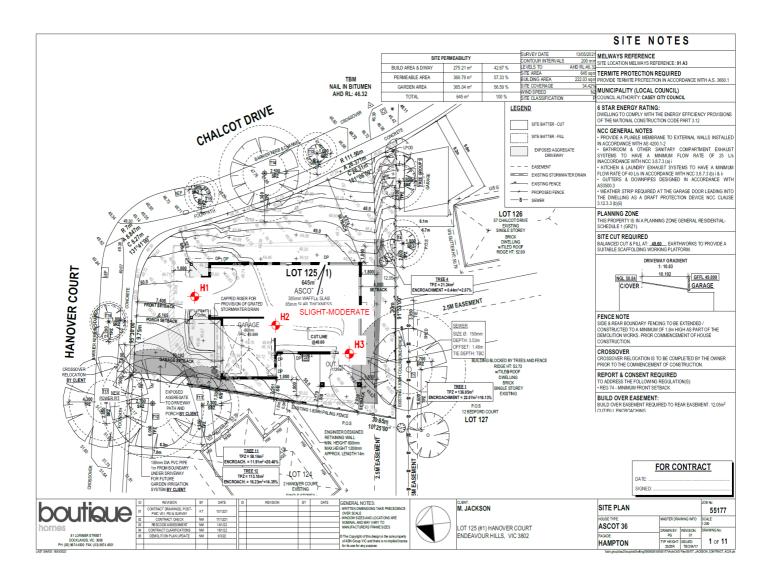
Photo 5







APPENDIX B: SITE SKETCH





SURFACE SOIL BORE LOGS APPENDIX C:

STRUC TELLE consulting engineers

SURFACE SOIL BORE LOG

CLIENT: Boutique Homes Builders Pty Ltd JOB No: 144532A

DATE TESTED: LOCATION:

SAMPLING METHOD:

26/07/2022 Lot 125, 1 Hanover Court Endeavour Hills, 3802

| SAMPLIN | SAMPLING METHOD: | D: | Hand auger/ tub | Hand auger/ tube driver & auger | | | |
|-------------------|------------------|-------------|-------------------|---|--------------------|------------------------------------|------------------------------------|
| | | | MATERIAL D | MATERIAL DESCRIPTION | HOLE 1 | HOLE 2 | HOLE 3 |
| IORIZON | HORIZON SYMBOL | CONSISTENCY | MOISTURE STATE | SOIL DESCRIPTION | (mm) | (mm) | (mm) |
| FIL | , | Poorly | Moist | FILL (Clayey SILT with sand) Brown | 0 - 300 | 0 - 300 | 0 - 300 |
| ∢ | (ML) | Stiff | Dry | Sandy Clayey SILT Brown Grey mottled Orange | 300 - 500 | 300 - 600 | 300 - 500 |
| œ | (CI) | Very Stiff | Dry to Moist | Silty CLAY Grey Brown mottled Orange Ironstone layer @bh1 end of horizon Hand auger refusal at BH 2 & 3 on very stiff Clay/Floaters | 500 - 1100 | 600 - 800 Refusal Hand Auger | 500 - 700 Refusal Hand Auger |
| O | (EW) | Гом | Dry | SILTSTONE Yellow No rejection at BH 1 | 1100 - 2500 EOH | 1 | |
| FOH = Fnd of Hole | of Hole | | | | Alkhim | 97,459,611 | (IA Anton |

ALLOY BERNEARING CAPACITIES*:

*(when well drained)

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ADDITION 84398055775 S.
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A HORIZON - 50 kPa (when well drained)

B HORIZON CLAY - 100 kPa @ 100 (mm) penetration and 250 kPa @ 600 (mm) penetration

C HORIZON WEATHERED ROCK - 250 kPa @ 100 (mm) penetration

Saturated site, BH2/3 h/a.



General Notes

Site works and Potential Difficulties

Groundwater and Soft Soils. The presence of ground water with surface soils may lead to construction difficulties during wet weather. Soils with a high silt content lose strength with ingress of moisture. Most soils with a highly expansive clay content will swell when wet and later shrink as they dry. Refer AS2870-2011 Appendix B, section B2.1. Construction of footings where there is free water must be avoided.

Surface Drainage. Attention to the site grading/drainage will be required from the start of site preparation and construction. The site should be graded and drained so that water cannot pond against the footings. The ground surface adjacent to the footings shall be graded at a uniform fall of 1:20 away from the footings. This shall be done as soon as footing construction has been completed. During construction, water run-off shall be collected and channelled away from the building. Refer AS2870-2011 clauses 5.2.1, 5.6.3 & 6.6.

Sub-Surface Drainage. Sub-surface drains such as agricultural drains shall be placed no closer than 1500mm from the building perimeter unless designed in accordance with engineering principles and shall be connected to a legal point of discharge via silt pits and stormwater drains as necessary. Refer AS2870-2011 section 5.6.3.

Undermining and Destabilising of Footings. Care shall be made not to cause damage to the structure by excavating too close to the footings. An angle of repose (soil at rest) is recommended as 30° in sand, and at 45° in clay, unless specifically tested.

Care of Footings prior to the Pour of Concrete. It is recommended that footing excavations are kept dewatered and clean prior to the concrete pour. Excavations open for a length of time during dry weather, can have an adverse effect of the foundations. Refer AS2870-2011 clauses 6.5.2(d) and 6.6(e).

Location and Backfilling of Service Trenches. Where CLAY soils are present it is recommended that service trenches (sewer and stormwater) are located as far away from the building as practically possible to eliminate the potential of inundation of moisture to the trench and soil swelling. Trenches shall be backfilled with compacted clay or a clay plug used to prevent water from flowing close to or under the residence. Porous material such as gravel, sand, crushed rock, screenings, or building rubble is <u>not</u> to be used. Refer AS2870-2011 clause 6.6(d).

Construction of the dwelling

Articulation. Brick growth or foundation movement may be a cause of visible cracks in buildings or brickwork. Therefore, it is important to provide full heights openings (doors and windows) or construction articulation joints at suitable spacings. The design Engineer shall make reference to AS4773 and Technical Note 61 from The Cement and Concrete Association of Australia. Refer Commentary to AS2870-2011 clause C5.6.1. It is recommended that articulation be specified by the design Engineer. All articulation joints shall be constructed in accordance with AS4773 and shall have any mortar cleaned out of the articulation joint prior to caulking.

Roof drainage (guttering and downpipes) should be connected to a legal point of discharge as soon as the roof is constructed. The use of flexible piping may be considered as a temporary measure.

Concrete Shrinkage Cracking. Surface cracking (known as Plastic Shrinkage Cracks) of concrete slabs is a common and expected occurrence as concrete curers. This cracking has no effect on the long-term structural integrity of performance of the slab. However, it may cause cracking in brittle floor tiles, and therefore the laying of floor tiles should be delayed as long as practicable and the use of flexible adhesives is required. Refer AS2870-2011 Appendix B, section B4.

Plumbing Requirements (Highly and extremely reactive clay sites). The building shall be provided with a system of plumbing detailed in accordance with AS2870-2011, Section 5.6.4.

Vibration of Concrete Footings. Concrete in beams shall be mechanically vibrated at time of concrete pour. Refer AS2870-2011, clause 6.6 (ii).

Long-term foundation maintenance

Owners should be aware of their obligations in relation to the maintenance of the building and site as per AS2870-2011 Appendix A.

The moisture conditions around the residence should be kept even on clay sites. Concrete slabs and footings require the following attention:

- (a) Good drainage of the site (including the above-mentioned sections 5.2, 5.3, 5.6.3, 5.6.4 and 6.6). Refer AS2870-2011, Appendix B, clause B2.3(a).
- (b) Restrictions on trees and shrubs should be considered. As a general rule do not plant trees within a distance from the building that equates to their mature height. Owners should seek advice from a suitably qualified arborist to ensure that appropriate species are planted. Refer AS2870-2011 Appendix B, clause B2.3(c).
- (c) Care shall be taken to avoid overwatering of gardens close to the building footings. Refer AS2870-2011 Appendix B, clause B2.3(b)
- (d) Garden beds directly adjacent to the residence should be avoided as they often have loose soil at the surface promoting ingress of water. Refer AS2870-2011, Appendix B clause B2.3(b).
- (e) Plumbing leaks and leaking taps shall be repaired promptly. DO NOT allow leaking taps or the overflow from hot water services and air conditioning units to discharge adjacent to the house footings. Refer AS2870-2011 Appendix B, clause B2.3(d).
- (f) Do not overload existing storm-water pipes by connecting additional drainage to existing systems e.g. from an owner adding an additional pergola roof. Note that any connections to or adjustments to the existing stormwater drainage system should only carried out by a Licensed plumber.

We refer to the following websites; www.publish.csiro.au where the Foundation Maintenance and Footing Performance: A Homeowner's Guide is published and The Building Commission Document: How to Protect Your House.

Concrete paving installed around the entire perimeter of dwelling can help to stabilise the moisture conditions of the foundation soils. Any concrete paving, paths or impermeable barriers installed (and the ground on which they are laid) should slope away from the building and be separated from the structure with a layer of Bituminous Caneite or "Ableflex". Appropriate drainage needs to be considered.

What to do if Different Site Conditions Polymorphism FOUR Investigation.

The soil colours provided on the pore logs may vary with moisture content and individual interpretation; therefore, colour alone should not be used to identify these materials. A simple test comparing reprint and individual interpretation; therefore, colour alone should not be used to identify these materials.

BUILDING PERMIT

Number: 1833880865735

Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
Designated Building Surveyor: David Madeira (BS-U 27484)
Issued on 26/09/2022



Recommendations in this report may vary if site conditions alter following our initial site investigation. Examples of change that may occur are:

- a. Significant earthworks (cutting or filling) of greater than 400mm;
- b. Nearby construction
- c. Flooding / erosion
- Planting / removal of trees

If any of these occur, Structerre should be contacted to determine if this report remains valid

Even the most experienced practitioner cannot predict what may be hidden by soil, rock or water. Therefore any variations or discrepancies in soil type, colour, or horizon depth must be reported to this office immediately, so their potential influence on the footings may be assessed.

Beyond the scope of this report

This report does not include;

A contaminated Site Assessment

Investigations of saline and acid sulphate conditions

Agricultural testing (nutrients of the soil)

Hydrology of the site

An in-depth historical study of the site showing past land uses and topography e.g. trees, wells, gullies.

Abnormal moisture conditions where there is no indication of differences across the site physically (existing structures, trees, dams, springs, creeks) or by visual / tactile assessment. Contact this office for methodology for sampling of soils to determine differences of moisture content across the site.

Slope Stability. Whilst due diligence has been exercised to assess the suitability of the site's ground conditions for the proposed construction, assessment of slope stability is not included in this commission. A suitably qualified and experienced person should be engaged to undertake a slope stability assessment if necessary.

General requirements and guidelines

This report assumes that appropriate site drainage, paving, and landscaping will have be implemented as soon as possible to ensure the satisfactory long-term performance of the footings systems.

Distress (or damage) of a structure to varying degrees can be expected throughout the life of a dwelling. Distress commonly occurs in dwellings founded on clay as a result of differential movement as one portion of the dwelling moves relative to the other areas. It is often observed in the form of cracking to external brickwork and internal plaster walls. Hairline and cracks up to 1mm wide can be expected in most structures, and cracks up to 5mm may not be serious but should be investigated. Refer AS2870-2011 Appendix B sections B3 and B4. Buildings subjected to abnormal moisture conditions have a higher probability of damage occurring.

The Borehole Site Plan is not-to-scale and shows approximate locations of features (boreholes and any particular observed site features such as trees). Slope direction and magnitude is an indicative guide only and shall not be used for design purposes. Refer to Levels Survey for site levels.

To avoid misinterpretation by other parties using this report and costly problems which may occur as a result, we commend that *Structure Consulting Engineers* be retained to provide engineering designs based on this report.

Copyright

This report has been prepared specifically for the site owner for the sole purpose of providing a site classification for the nominated proposed structure.

This report is copyright to *Structerre Consulting Engineers*. The client for any third party shall use no part or whole of this report for any other purpose without the prior written consent of *Structerre*. The site owner is defined as the person or persons named on the front cover of this report or the person or persons for whom the named building company is acting as agent.

This report must not be reproduced, except in full and with the written approval of Structerre Consulting Engineers.

Limitations

The recommendations made in this report are based on the assumption that the test results are representative of the overall subsurface conditions. Should excavations reveal variations from the soil conditions indicated in the report, our office should be notified immediately before proceeding any further as the site classification may need revising and modifications to the design may be required. Furthermore, should we be provided with additional information that affects the site classification, after this report has been issued, an additional fee may be charged to revise and reissue our report.

Reference

AS2870-2011 "Residential Slabs and CROUP SAA HB 28 – 1997 "The Design of Residential Slabs and Footings"; CSIRO "Plant Roots in Drains – Prevention and Cure (Sheet BT17); AS4055 — 12 "Wing Loading for Housing"; AS1289 & AS1726; The Geomechanics Society and Institute of Engineers Australia; HEDRA (Housing Engineering Design a Research Association) – Understanding soils, trees and how they affect your house.

BUILDING SURVEYORS

BUILDING PERMIT

Number: 1833880865735

Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
Designated Building Surveyor: David Madeira (BS-U 27484)
Issued on 26/09/2022







\$24,710.58

55177 JACKSON

Lot 125 (#1) Hanover Court, ENDEAVOUR HILLS, VIC 3802

Boutique Homes

81 Lorimer Street,

03 9674 4500

Docklands, VIC 3008 www.boutiquehomes.com.au

Client Name

Matthew Jackson

Consultant

Ben Tarry

Last Modified by

Ben Tarry

09 Mar 2022 at 8:32am (SYD)

| Consultation | A Variations (Incl. GST) |
|--------------|-----------------------------|
| 1 | \$24,710.58 |
| 2 | \$0.00 |

Project Comments

03/02

Total

- Added 1no Doorbell & Chime
- Removed 1no Batten & Noggin from Lounge
- Added 4no Clipsal 9W LED WW downlights to Lounge
- Removed 1no Batten W/Conical Shade from Downstairs Powder
- Added 1no Clipsal 9W LED WW downlight to Downstairs Powder
- Removed 2no Clipsal 9W LED Natural from Office
- Added 2no Clipsal 9W LED WW to Office
- Removed 1no Batten W/Conical Shade from Laundry
- Added 2no Clipsal 9W LED WW to Laundry
- Removed 1no Brunn 137 1lt PDT from Staircase Alcove
- Added 1no Harn 1lt PDT to Staircase Alcove
- Removed 1no Double Powerpoint from Staircase Alcove
- Removed 3no Brunn 185 1lt PDT from Kitchen Island Bench
- Added 3no Harn 1lt PDT to Kitchen Island Bench
- Removed 1no Double Powerpoint from Kitchen Appliance Bench
- Removed 1no Dimmer from Outdoor Room
- Removed 1no Batten & GROUPH from Theatre
- Added 4no Clipsal W LED WW downlights to Theatre
- <mark>Added 2no Be**Buil-Ping Surveyors** ghts to Theat</mark>re @ 2000mm FFL
- Removed 1no BUILDING PERMIT Box from outs de Theatre

Number: 1833880865735
Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099)
Designated Building Surveyor: David Madeira (BS-U 27484)

Designated Building Surveyor: David Madeira (BS-U 27484)
ent Issued on 26/09/2002nt Signature:







- Removed 1no Batten W/Conical Shade from Master WIR
- Added 1no Clipsal 9W LED WW downlight to Master WIR
- Removed 2no Batten W/Conical Shade from Master WIR
- Added 2no Clipsal 9W LED WW downlight to Master WIR
- Removed 1no Batten W/Conical Shade from Master W/C
- Added 1no Clipsal 9W LED WW downlight to Master W/C
- Removed 4no Luna White Fan & Light from Bed 2/3/4 & Master Bed
- Added 2no Clipsal 9W LED WW downlight to Bed 2
- Added 1no Luna White Fan only to Bed 2
- Added 2no Clipsal 9W LED WW downlight to Bed 3
- Added 1no Luna White Fan only to Bed 3
- Added 2no Clipsal 9W LED WW downlight to Bed 4
- Added 1no Luna White Fan only to Bed 4
- Added 1no Luna White Fan only to Master Bed
- Removed 1no Batten W/Conical Shade from Upstairs Rear Hallway
- Added 1no Clipsal 9W LED WW downlight to Upstairs Rear Hallway
- Removed 1no Luna White Fan & Light from Upstairs Retreat
- Added 4no Clipsal 9W LED WW downlight to Upstairs Retreat
- Added 1no Dimmer to Upstairs Retreat
- Removed 1no Batten W/Conical Shade from Upstairs W/C
- Added 1no Clipsal 9W LED WW downlight to Upstairs W/C

09/03

- Updated Heating & Cooling Power as per Heating & Cooling Quote



| Date: | / | /_ | |
|-------|---|----|--|
|-------|---|----|--|







Products

| # | Commercial Reference No. | Product Description | Inclusions Qty | Variations Qty | | Unit (Incl. GST) | Variations (Incl. GST) |
|------|---|---|-------------------|----------------|------|---------------------|---------------------------|
| | Lighting | | | | | | |
| 1 | CP05505 | Ceiling Light- Conical Shade and Energy Globe 9W LED Warm White | 23 | -20 | 3 | \$51.48 | (\$1,029.60) |
| 1.1 | 2530-WE | Batten Holder | 23 | -20 | 3 | | |
| 1.2 | 49-WE | Conical Shade (White) | 23 | -20 | 3 | | |
| 2 | CLITPDL2K3 | Clipsal Downlight LED 9W, White Surround 4000K White | 0 | 3 | 3 | \$117.31 | \$351.93 |
| 3 | CP07530-WE | Clipsal Downlight LED 9W, White Surround 3000K White Electric | 19 | 35 | 54 | \$117.31 | \$4,105.85 |
| 3.1 | CLITPDL1C2 | Downlight LED 9W, 3000K/4000K/6000K, White Trim | 19 | 35 | 54 | | |
| 3.2 | 413-WE | Socket Unswitched 413 | 19 | 35 | 54 | | |
| 4 | NCP0000627 | PANEL Square LED 3W 25mm - White - CL-ST203S-KIT-WH | 0 | 4 | 4 | \$154.11 | \$616.44 |
| 5 | W226JB-RG | Junction Box External Resistant Grey | 0 | 2 | 2 | \$79.21 | \$158.42 |
| 6 | NCP0000628 | Light and Power in Roof includes Double Powerpoint and Extra Switch and Slim 600mm Fluoro - AC0000252 | 1 | 0 | 1 | \$133.07 | \$0.00 |
| | Lumi - Decorative | Lighting | | | | | |
| 7 | NCP0000213 | Harn 1Lt E27 Metal Framed PDT - Matt Black - 106153 | 0 | 4 | 4 | \$424.71 | \$1,698.84 |
| 8 | NCP0000353 | Bellucci 10W LED 3000K IP20 Wall Light - Dimmable White - 105175-10 | 0 | 2 | 2 | \$363.83 | \$727.66 |
| 9 | NCP0000575 | Lychee 3W LED IP20 Step Light - White - 104259 | 4 | -4 | 0 | \$149.99 | (\$599.96) |
| 10 | NCP0000329 | Jasper Exterior Double LED Spot Light - Silver - 104245 | 0 | 5 | 5 | \$178.20 | \$891.00 |
| 11 | NCP0000753 | Jasper Single Black No Sensor - SKU 104271NS | 1 | -1 | 0 | \$154.44 | (\$154.44) |
| 12 | NCP0000692 | Luna White Fan, SKU 109001WW | 0 | 5 | 5 | \$534.60 | \$2,673.00 |
| 13 | P02416 | Lilo Kit White 2 Pack Round White 3000K - 104059 | 0 | 2 | 2 | \$365.31 | \$730.62 |
| 13.1 | . NCP0000668 | Under Cabinet Downlight | 0 | 4 | 4 | | |
| 14 | NCP0000516 | Solna Linear 40W 4000K 1200mm IP42 Ceiling Light - 104084 | 0 | 2 | 2 | \$230.18 | \$460.36 |
| | Lumi Decorative L | ight ng GROUP | | | | | |
| 15 | NCP00 <u>01057</u> | Helice 3 Blade Ceiling Fan, Natural, SKU 109002-NT | 0 | 1 | 1 | \$656.67 | \$656.67 |
| | Switches B | UILDING PERMIT | | | | | |
| C | Issued by Group Fou Designated Buildin | umber: 1833880865735 r Building Surveyors Pty Ltd (CBS-U 58099) ng Surveyor: David Madeira (BS-U 27484) Issued on 26/09/2012:nt Signature: | | | Date | e: / | |





| # | Commercial Reference No. | Product Description | Inclusions Qty | Variations Qty | Total Qty | Unit (Incl. GST) | Variations (Incl. GST) |
|------|---|---|-------------------|-------------------|--------------|---------------------|---------------------------|
| 16 | 3041VA-VW | Switch, 1 Iconic Vivid White | 26 | -12 | 14 | \$0.00 | \$0.00 |
| 17 | 3042VA-VW | Switch, 2 Iconic Vivid White | 0 | 5 | 5 | \$0.00 | \$0.00 |
| 18 | 3043VA-VW | Switch, 3 Iconic Vivid White | 0 | 4 | 4 | \$0.00 | \$0.00 |
| 19 | 3044VA-VW | Switch, 4 Iconic Vivid White | 0 | 3 | 3 | \$0.00 | \$0.00 |
| 20 | 3045VA-VW | Switch, 5 Iconic Vivid White | 0 | 4 | 4 | \$0.00 | \$0.00 |
| 21 | NCP0000984 | Switch 2 Way Cost | 2 | 2 | 4 | \$52.27 | \$104.54 |
| 22 | NCP0000985 | Switch 3 Way Cost | 0 | 1 | 1 | \$110.89 | \$110.89 |
| 23 | 42E350RLD2M- VW | Dimmer - ICONIC WHITE Iconic Vivid White | 0 | 3 | 3 | \$100.46 | \$301.38 |
| | Powerpoints | | | | | | |
| 24 | 3015-VW | Socket, 1 10A Iconic Vivid White | 8 | -1 | 7 | \$42.77 | (\$42.77) |
| 25 | 3015/15-VW | Socket, 1 15A Iconic Vivid White | 1 | 0 | 1 | \$282.85 | \$0.00 |
| 26 | CP0100040-VW | Socket, 2 10A Iconic Vivid White | 17 | 35 | 52 | \$45.94 | \$1,607.90 |
| 26.1 | 3025G | Grid Power Point Socket Sw Horiz Twin 10A 250V | 17 | 35 | 52 | | |
| 26.2 | 3025C-VW | Skin Power Point Socket Sw Horiz Twin 10A 250V | 17 | 35 | 52 | | |
| 27 | 3025USB2-VW | Power Point Socket 2, 10A with 2xUSB Charger Iconic Vivid White | 0 | 1 | 1 | \$205.15 | \$205.15 |
| | | Island Bench Cost | 0 | 1 | 1 | \$101.03 | \$101.03 |
| 28 | WSC227/2-RG | Weatherproof 2 x 10A Outdoor Socket RG Resistant Grey | 1 | 3 | 4 | \$122.77 | \$368.31 |
| 29 | CP07820 | Air-Conditioning 32A Three Phase Isolator (RCD Protected) | 1 | 0 | 1 | \$817.60 | \$0.00 |
| 29.1 | WHB340-RG | RG 40A 3P 1G Isolator Switch | 1 | 0 | 1 | | |
| 29.2 | 4RCBE440/30 | RCBO 3P+N C 40A 6kA 30mA Type A 415V | 1 | 0 | 1 | | |
| | Fans | GROUP FOUR | | | | | |
| 30 | | III. DING PÉRMIT | 2 | 0 | 2 | \$190.10 | \$0.00 |
| C | Nu Issued by Group Four Designated Building | mber: 1833880865735 Building Surveyors Pty Ltd (CBS-U 58099) g Surveyor: David Madeira (BS-U 27484) Issued on 26/09/2022nt Signature: | | | Date | e:/_ | |







| # | Commercial Reference No. | Product Description | Inclusions Qty | Variations Qty | Total Qty | Unit (Incl. GST) | Variations (Incl. GST) |
|------|--|---|-------------------|-------------------|--------------|---------------------|---------------------------|
| 31 | 7500ATP-WE | Heat Fan Light 4 Lamp Ducted White Electric | 0 | 2 | 2 | \$372.27 | \$744.54 |
| 32 | NCP0000694 | Duct R-Hood or Exhaust and Vent Outside to 2 metres | 1 | 0 | 1 | \$142.57 | \$0.00 |
| | Safe & Secure | | | | | | |
| 33 | 755PSMA4 | Smoke Detector S - Mount - Photoelectric - INTERCONNECTED | 3 | 0 | 3 | \$255.05 | \$0.00 |
| 34 | P02415 | Doorbell | 0 | 1 | 1 | \$253.46 | \$253.46 |
| 34.1 | NCP0000666 | Doorbell | 0 | 1 | 1 | | |
| 34.2 | NCP0000667 | Chime | 0 | 1 | 1 | | |
| | Lumi- Comfort | | | | | | |
| 35 | NCP0000592 | Soleado Radiant Heater CTC with Bluetooth Speakers - 108101 | 0 | 1 | 1 | \$1,338.88 | \$1,338.88 |
| | ARGUS Networkir | ng | | | | | |
| 36 | NCP0000714 | FIB-020 Incoming Point for HFC/FTTN/FTTC | 0 | 1 | 1 | \$269.58 | \$269.58 |
| 37 | P02041B | HN-005 - PROFESSIONAL NETWORK PACKAGE - 24 POINTS | 0 | 1 | 1 | \$3,707.51 | \$3,707.51 |
| 37.1 | CP0100728-VW | Data/Phone Socket (Cat6) | 0 | 24 | 24 | | |
| 37.2 | NCP0000749 | 6RU Data Rack | 0 | 1 | 1 | | |
| 37.3 | 3025-VW | Socket- 2 10A | 0 | 1 | 1 | | |
| | ARGUS Security | | | | | | |
| 38 | NCP0000794 | BOSCH SOLUTION 3000 ETHERNET COMMUNICATION MODULE | 0 | 1 | 1 | \$492.82 | \$492.82 |
| 39 | P02448 | SEC-005 BOSCH SOLUTION 3000 SECURITY PANEL W/ICON KEYPAD | 0 | 1 | 1 | \$1,061.08 | \$1,061.08 |
| 39.1 | NCP0000678 | Icon Keypad | 0 | 1 | 1 | | |
| 39.2 | NCP0000679 | BOSCH SOLUTION 3000 Alarm Panel Inc Battery Pack & Tamper Switch | 0 | 1 | 1 | | |
| 39.3 | 3025-VW | Socket- 2 10A | 0 | 1 | 1 | | |
| 39.4 | NCP0000608 | SEC-039 - Additional Internal Siren | 0 | 1 | 1 | | |
| 39.5 | NCP0000610 | External Siren/Strobe (inc. Tamper switch) | 0 | 1 | 1 | | |
| 40 | NCP0000797 | Sac-0 (Sacobacit for Solution 300) | 0 | 1 | 1 | \$283.88 | \$283.88 |
| 41 | NCP0000616 | FOUR SEC-022 Pet Immune Passive Infrared Motion Sensor IS3012 | 0 | 4 | 4 | \$162.63 | \$650.52 |
| | Motorbox | JILDING SURVEYORS | | | | | |
| CI | Nu Issued by Group Four Designated Buildin | UILDING PERMIT Imber: 1833880865735 r Building Surveyors Pty Ltd (CBS-U 58099) ig Surveyor: David Madeira (BS-U 27484) Issued on 26/09/20129nt Signature: | | | Date | a: / | / |







| # | Commercial Reference No. | Product Description | Inclusions \ Qty | /ariations Qty | Total Qty | Unit (Incl. GST) | Variations (Incl. GST) |
|------|-----------------------------|--|---------------------|-------------------|--------------|---------------------|---------------------------|
| 42 | 4RC240/30 | Safety Switch 240/30 | 8 | 0 | 8 | \$126.73 | \$0.00 |
| 43 | 940RMT/3 | Three Phase Surge Arrestor | 0 | 1 | 1 | \$665.34 | \$665.34 |
| 44 | RMXE312F | Internal Sub-Board 3 Phase - 36 module | 0 | 1 | 1 | \$570.30 | \$570.30 |
| | ARGUS ANTENNA | AS | | | | | |
| 45 | NCP0000036 | HN-018 Antenna - Regular, All Other Areas | 0 | 1 | 1 | \$418.80 | \$418.80 |
| | TV & Phone & Data | a | | | | | |
| 46 | CP0100797-VW | TV Point - Female Iconic Vivid White | 1 | 6 | 7 | \$60.19 | \$361.14 |
| 46.1 | 3041VH-VW | Gridplate And Skin 1 Gang V/h | 1 | 6 | 7 | | |
| 46.2 | 40FFPMS-TN | Socket TV PAL - F Type Rear | 1 | 6 | 7 | | |
| 47 | CP0100688-VW | First Phone Socket - Iconic Vivid White Iconic Vivid White | 1 | -1 | 0 | \$150.49 | (\$150.49) |
| 47.1 | 3041VH-VW | Gridplate And Skin 1 Gang V/h | 1 | -1 | 0 | | |
| 47.2 | 40RJ64SMT-TN | Connector RJ12 4 pin Telephone Symbol | 1 | -1 | 0 | | |

Total (Incl. GST) \$24,710.58

| | GROUP |
|--------|---|
| | BUILDING SURVEYORS |
| | BUILDING PERMIT |
| | Number: 1833880865735 |
| | Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099) |
| \sim | Designated Building Surveyor: David Madeira (BS-U 27484) |







Disclaimer

- 1) The locations of the electrical products are diagrammatic only and are not meant to be dimensionally precise. Final locations will be determined by the Builder and are subject to the constraints of the building structure and regulations.
- 2) The information contained in this report is indicative of the final electrical specification. Modifications or additions to this specification may be conducted outside this software in consultation with the Builder and recorded elsewhere.
- 3) All prices are supplied by the Builder and are inclusive of installation labour and materials. Prices are correct at the time of printing.
- 4) Schneider-Electric Australia Pty. Ltd. provides the Clipspec software and product database, but maintenance and administration is conducted by the Builder including the client details and pricing information.
- 5) Schneider-Electric Australia Pty. Ltd. does not accept liability for any direct or consequential damage, loss or expense arising from misuse, incorrect installation or operation of the software.
- 6) Not all light fittings are compatible with dimmer switches. Owner is responsible to liaise with their lighting manufacturer in relation to Owner-supplied light fittings.

Further to the above point, in some regions of the country a slight flicker may be experienced when light is dimmed with every brand dimmer including Clipsal. This is due to the power line signals sent by the electricity supply authorities to assist with switching utilities, for example hot water services or changing tariff rates. This effect is not a malfunction of the light or dimmer but a result of local installation conditions changing during the day. If this occurs, adjusting the dimmer back to maximum brightness will help minimize such flickering. Client accepts this if dimmers are installed.

- 7) Gas Heating & Refrigerated Cooling; Design guidelines as outlined by the manufacturer. If outdoor temperature is 5 degrees then the maximum temperature that can be reached inside the home is 22 degrees.
- If outdoor temperature is 35 degrees then the minimum temperature that will be reached inside the home is 24 degrees (when using zones appropriately)
- 8) When using Ducted Heating in conjunction with zoning, any combination of Zones can be used at the same time.
- 9) When using Refrigerated Cooling in conjunction with zoning, only 1 zone at a time can be used at any time. Example: If Ground Floor/Zone 1 is in use with Refrigerated Cooling then First Floor/Zone 2 cannot be in use.
- 10) A 1400mm clearance between house and fence is required for the location of the condenser unit, as per supplier recommendations.

Some windows may require relocation. Refer to drawings for final location.

- 11) Cooling system designed with zoning capacity whereby one half of the house (ground or first floor) can be cooled at any given time.
- 12) All outlet positions are indicative only and subject to change due to structural design of the home & installer advice
- 13) All outlet positions are indicative only and may vary on site due to other trades, manufacturers specifications

| | GROUP |
|----------|---|
| | BUILDING SURVEYORS |
| | BUILDING PERMIT |
| | Number: 1833880865735 |
| | Issued by Group Four Building Surveyors Pty Ltd (CBS-U 58099) |
| \sim 1 | Designated Building Surveyor: David Madeira (BS-U 27484) ent |
| u | ent issued on 20/09/20/2012 it Signature. |

| Date: | / | |
|-------|---|--|
| | | |

Product Types

Date:_

Client Signature:

HIA INSURANCE SERVICES PTY LTD



4 / 70 Jolimont Street Jolimont VIC 3002 hiainsurance.com.au 1800 633 467

Domestic Building Insurance

Certificate of Insurance

Matthew Sean Jackson, Alexandra Maree Jackson

1 Hanover Ct ENDEAVOUR HILLS VIC 3802 Policy Number: C676465

Policy Inception Date: 10/02/2022

Builder Account Number:

014406

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: 1 Hanover Ct ENDEAVOUR HILLS VIC 3802 Australia

Carried out by the builder: ABN GROUP (VIC) PTY LTD

Builder ACN: 130382188

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): Matthew Sean Jackson, Alexandra Maree Jackson

Pursuant to a domestic building

contract dated:

01/02/2022

For the contract price of: \$569,502.00

Type of Cover: Cover is only provided if ABN GROUP (VIC) 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.



HIA INSURANCE SERVICES PTY LTD



4 / 70 Jolimont Street Jolimont VIC 3002 hiainsurance.com.au 1800 633 467

Period of Cover

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

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

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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium: \$791.00

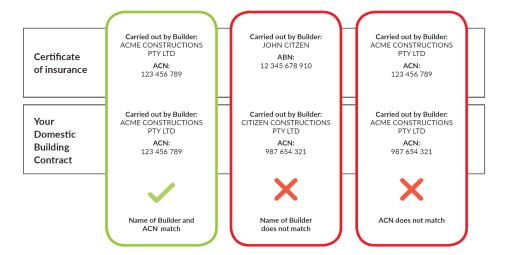
GST: \$79.10

Stamp Duty: \$87.01

Total: \$957.11

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for





P: 1300 363 424



Level 4, 10 Nexus Court, Mulgrave, VIC 3170 T +613 9544 0544 | **E** enquiries@groupfour.com.au www.groupfour.com.au | ABN 96 158 953 425

FORM 16

Building Act 1993 Building Regulations 2018 Regulation 192

OCCUPANCY PERMIT 1833880865735

Property details

Lot 125

Number 1

Street/road Hanover Court

City/suburb/town ENDEAVOUR HILLS

Postcode 3802

LP/PS LP118112

Volume 9178 Folio 525

Crown allotment 93, 94, 91 (PART) & 92 (PSRT)

Section -

Parish NARREE WORRAN

County Mornington
Municipal district CASEY CITY

Building permit details

Building permit number 1833880865735

Version of BCA applicable to building permit 2019 Amendment 1

Building details

| Building to which permit applies | Double Storey Dwelling and Garage |
|---|--|
| Permitted use | Domestic |
| BCA class of building | 1a(a), 10a |
| Maximum permissible floor live load | 1.5 |
| Maximum number of people to be accommodated | Not applicable |
| Storeys contained | 2 |
| | |
| Building to which permit applies | Sleeper Retaining Wall - RW1 |
| Building to which permit applies Permitted use | Sleeper Retaining Wall - RW1 Domestic |
| | |
| Permitted use | Domestic |
| Permitted use BCA class of building | Domestic 10b |
| Permitted use BCA class of building Maximum permissible floor live load | Domestic 10b 5 |

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or public place of entertainment to which this permit applies:

| Relevant performance requirement | Details of performance solution |
|--|--|
| P2.1.1 Structural stability and resistance, P2.2.2 Weatherproofing, P2.2.3 Rising damp | Building Product: Exsulite Thermal Facade Cavity System. Performance solution by: Cert Mark International. Certificate of Conformity issued under ABCB Certification Scheme: CodeMark. Certificate number: CM40264. Date of issue: 17/11/2020. Date of expiry: 17/11/2023. |
| P2.2.2 Weatherproofing | To allow the masonry veneer wall cavity to be reduced to 5mm adjacent services, penetrations, fixtures and other wall installations. Note: Performance solution does not apply to reduced cavity widths due to poor workmanship including protruding mortar, incorrectly cleaned cavities and the like. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023. |
| P2.2.2 Weatherproofing, P2.2.3 Rising damp | To allow damp-proof course/flashing to be installed up to 20mm from the outside face of the mortar used in the construction of the masonry veneer wall. This performance solution applies to face brickwork and to masonry sealed with an acrylic render. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22-3 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023. |







| P2.2.1 Rainwater management, P2.2.2 Weatherproofing, P2.2.3 Rising damp | To allow the damp-proof course/flashing in the masonry veneer walls to be installed level with the adjoining paving at the front entry porch and the outdoor living area (alfresco) protected by a roof overhang. The roof overhang is to extend a minimum of 1.5m measured perpendicular to the wall. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22-2 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023. |
|---|---|
| P2.2.2 Weatherproofing, P2.2.3 Rising damp, P2.2.1 Rainwater management | To allow the damp-proof course/flashing installed in the masonry veneer walls of the dwelling to be a minimum of 80mm above the external finished ground level in unpaved landscaped areas. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22-1 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023. |
| P2.1.1 Structural stability and resistance, P2.2.2 Weatherproofing | To allow the nominal mortar mix to be 1 part cement, 1 part lime and 10 parts sand. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22-5 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023. |







P2.2.2 Weatherproofing To allow the brick veneer wall flashing system for aluminium framed windows and doors with frames incorporating cavity weatherproofing flanges to be installed as follows: a) To allow the omission of head flashings above wall openings where the depth of masonry is not more than four brick courses between the top of the wall and masonry lintel; b) To allow the omission of sill flashings in ground floor wall openings provided there is a wall flashing at the base of the wall and the window or door sill is not more than 1.5m above the flashing; c) To allow the omission of sill flashings to second floor wall openings, provided there is a perimeter flashing around the entire building at first floor level or head flashings are installed to all wall openings on the ground floor. The first floor flashing or head flashing is not to be more than 1.5m below the window sill; and d) To allow the omission of door and window side flashings. The external wall frame is to be sealed with a vapour permeable pliable building membrane which is taped to the aluminium window or door frame flange with a suitable adhesive flashing tape (designed to prevent water ingress into the building) providing a durable weathertight seal. Note: Weepholes below windows and doors are not required where the flashing has not been installed. Performance solution based on Expert Judgement and BCA Assessment Method(s) referred to in Report PBS 5475 22-4 by Stuart McLennan (MEng, MAIBS, RBP BS-U 1577), who has over 30 years of experience in the construction industry. Report expires on 22 July 2023. P2.1.1 Structural stability and Building Product: Linea Weatherboard. Performance

resistance; P2.2.2 Weatherproofing

Solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40225 Date of issue: 20/08/2021. Date of expiry: 20/08/2024.







Reporting authorities

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

| Reporting authority | Matter reported on or consented to | Relevant regulation number | |
|---------------------|--|-------------------------------------|--|
| Council | The location of the point of discharge from the allotment either within the allotment or at the allotment boundary | 133(2) Building Regulations 2018 | |
| Council | The design not complying with the regulation as to the minimum street setback | 74(4) Building Regulations 2018 | |
| Council | Building over an easement vested in a service authority | 130(1) Building Regulations 2018 | |
| WaterAuthority | Building over an easement vested in a service authority | 130(1) Building Regulations 2018 | |

Conditions to which this permit is subject

Occupation is subject to the following conditions:

Not applicable.

Suitability for occupation

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

Relevant building surveyor

| Name | Group Four Building Surveyors Pty Ltd |
|---|--|
| ACN | 158 953 425 |
| Address | Level 4, 10 Nexus Court, Mulgrave VIC 3170 |
| Email | enquiries@groupfour.com.au |
| Building practitioner registration number | CBS-U 58099 |

Designated building surveyor

| Name | David Madeira |
|---|---------------|
| Building practitioner registration number | BS-U 27484 |
| Occupancy permit number | 1833880865735 |
| Date of issue | 8 August 2023 |
| Date of final inspection | 7 August 2023 |
| Signature | |







PROPERTY REPORT



Created at 15 October 2025 01:45 AM

PROPERTY DETAILS

Address: **1 HANOVER COURT ENDEAVOUR HILLS 3802**

Lot and Plan Number: Lot 125 LP118112 Standard Parcel Identifier (SPI): 125\LP118112

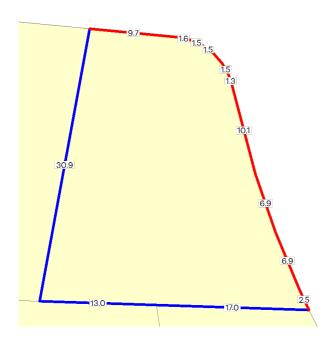
Local Government Area (Council): CASEY www.casev.vic.aov.au

Council Property Number: 6721

Directory Reference: Melway 91 A3

SITE DIMENSIONS

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



Area: 647 sq. m Perimeter: 106 m For this property: Site boundaries Road frontages

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

1 overlapping dimension label is not being displayed

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: **UNITED ENERGY**

STATE ELECTORATES

SOUTH-EASTERN METROPOLITAN Legislative Council:

Legislative Assembly: NARRE WARREN NORTH

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

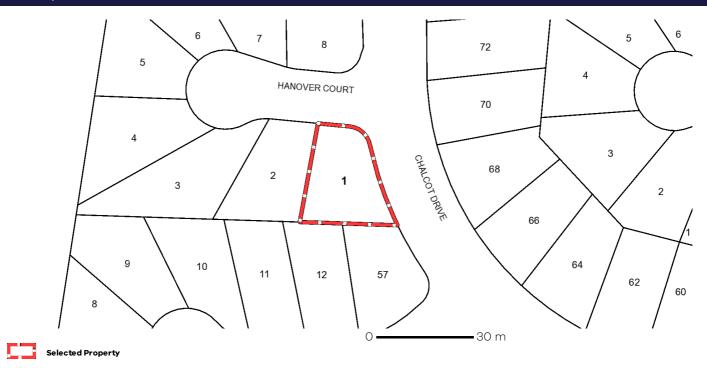
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PROPERTY REPORT



Area Map



PLANNING PROPERTY REPORT



From www.planning.vic.gov.au at 15 October 2025 01:45 AM

PROPERTY DETAILS

Address: **1 HANOVER COURT ENDEAVOUR HILLS 3802**

Lot and Plan Number: Lot 125 LP118112 Standard Parcel Identifier (SPI): 125\LP118112

Local Government Area (Council): CASEY www.casev.vic.aov.au

Council Property Number: 6721

Planning Scheme: <u>Planning Scheme - Casey</u> Casey

Directory Reference: Melway 91 A3

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: Inside drainage boundary

Power Distributor: **UNITED ENERGY** **STATE ELECTORATES**

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: NARRE WARREN NORTH

OTHER

Registered Aboriginal Party: Bunurong Land Council

Aboriginal Corporation

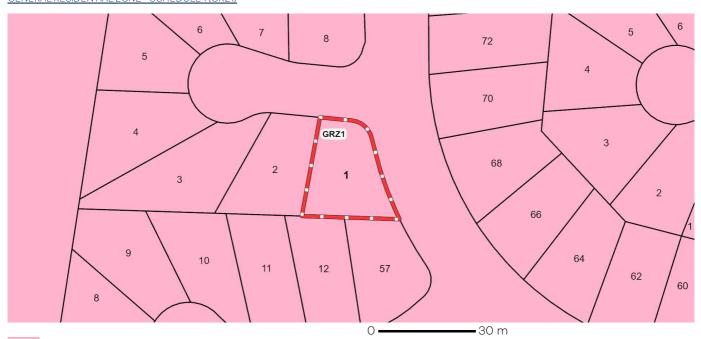
Fire Authority: Fire Rescue Victoria & Country

Fire Authority

<u>View location in VicPlan</u>

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ) GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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PLANNING PROPERTY REPORT: 1 HANOVER COURT ENDEAVOUR HILLS 3802

PLANNING PROPERTY REPORT



Further Planning Information

Planning scheme data last updated on 9 October 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 abut 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.vic.gov.au/vicplan/

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

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PLANNING PROPERTY REPORT

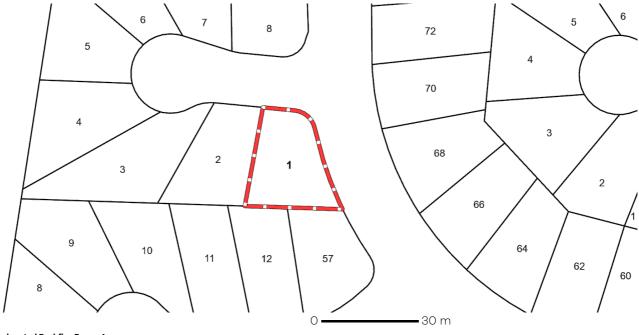


Designated Bushfire Prone Areas

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 Bushfire Prone Areas

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.

 $Design ated BPA \ maps \ can \ be \ viewed \ on \ VicPlan \ at \ \underline{https://mapshare.vic.gov.au/vicplan/} \ or \ at \ the \ relevant \ local \ council.$

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 Victoria 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 Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/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)

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CERTIFICATE OF COMPLETION



Date Generated: 23/10/2025 11:28:45 AM (AEST)

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Document Pages: 117 Exchanged by: Not Applicable
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Status: Signed No. of Signatures: 1

Signature Logs

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Email Address: matthew.jackson86@gmail.com

Status: Signed

IP Address: 103.252.195.239

Supervised By:

Email Sent Date: 23/10/2025 10:43:03 AM (AEST) **Signed Date:** 23/10/2025 11:28:40 AM (AEST)

Signature: Matthew Jackson

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