

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 filled up by the Vendor and/or the Vendor's Estate Agent named herein

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

The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions and the
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the Sale of Land Act 1962 is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

SIGNING OF THIS CONTRACT

The authority of a person signing:

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

must be noted beneath the signature.

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

- Form 1 (Contract of Sale of Real Estate-----Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate-----General Conditions);
- Vendor's Statement

SIGNED BY THE PURCHASER on...../...../20

print name of person signing:

state nature of authority if applicable

(e.g. "director", "attorney under power of attorney")

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

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

print name of person signing:

State nature of authority if applicable

(e.g. "director", "attorney under power of attorney")

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

IMPORTANT NOTICES TO PURCHASER OF "OFF THE PLAN" PROPERTIES

SUBDIVISIONS

The purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract up to and including (but not exceeding) an amount equal to 10% of the purchase price of the lot.

A substantial amount of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot, and

The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

(This information is provided to the purchaser under section 9AA(1A) of the *Sale of Land Act 1962*.)

Cooling-off period

Section 31 Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

PARTICULARS OF SALE

REAL ESTATE AGENT: **STONE REAL ESTATE**
1/75 Church Street
WHITTLESEA VIC 3757
PH: 9716 2000

VENDOR: **CHRISTIAN ROBERT MEATH &
LAUREN ELISE MEATH**
34 Anzac Drive WOLLERT VIC 3750

VENDORS
CONVEYANCER: **Sargeants Wallan**
Conveyancing and Property Transfer Specialists
PO BOX 542 WALLAN 3756
Tel: 5783 1655 Fax: 5783 1755
office@sargeantswallan.com

PURCHASER:

PURCHASERS
CONVEYANCER:

STREET ADDRESS: **34 ANZAC DRIVE WOLLERT VIC 3750**

LAND BEING SOLD: That part of the land which is currently fenced and/or
occupied by the Vendor and contained only within the
land described in
Certificate of Title VOLUME **11420 FOLIO 605**

GOODS: All fixed floor coverings, electric light fittings, windows
furnishings

PRICE \$

DEPOSIT \$ due / / of which \$ has been paid

BALANCE \$

PAYMENT OF BALANCE is due on / / 2023

Being the **SETTLEMENT DATE** or earlier by mutual agreement and is the date
upon which vacant possession of the property and chattels/receipt of the rents
and profits shall be given, namely upon acceptance of Title and payment of the
whole of the purchase price.

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

GST (refer to general condition 13)

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

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

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

Settlement

is due on date for the PAYMENT OF BALANCE as set out in the PARTICULARS OF SALE unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is later.

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

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

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

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

Encumbrances

This sale is **NOT** subject to the Purchaser **taking over** the Vendor's existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

Special conditions

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

Loan (refer to general conditions 14)

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

Lender:

Loan Amount:

Approval date:

THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT

1 Foreign resident capital gains withholding

- 1.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 1.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of **\$750,000-00** or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1.4 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.
- 1.5 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 in this special condition; and
 - (b) ensure that the representative does so.
- 1.6 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 special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 1.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property

Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

- 1.8 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.
- 1.9 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.
- 1.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2 Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 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*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
 - (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Identity of the Land

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

4. Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof in any circumstances whatsoever.

5. Buildings and Goods

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and

structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants. Notwithstanding anything to the contrary herein contained or by-law or otherwise provided or implied.

It is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title.

The purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any work whatsoever including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

The purchaser specifically acknowledges that he is aware that the property may contain asbestos and/or some of the materials in the building, including cladding may be combustable and may require removal or replacement at his cost.

6. Solar Panels

The vendor make no representations or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

7. Restrictions

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

8. Warranties and Exclusions

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

Marketing Materials

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

9. Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

10. Purchaser a resident of or entitled to purchase land in Australia

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the event that this warranty is untrue in any respect, the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

11. Stamp Duty - More than one purchaser

(a) If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions")

Name:
.....%

Name:
.....%

Total
100%

(b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchaser's sole responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.

(c) The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyancer or representative 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 in the contract or any other matter whatsoever.

(d) This Special Condition shall not merge on completion of this contract.

12. State Revenue Office Duties on Line

Upon the purchaser confirming that all special conditions benefitting the purchaser have been met:-

(a) the vendor will prepare the electronic document required for the assessment within the

State Revenue Office Duties On Line (DOL) system and provide the purchaser with the

DOL document ID number.

(b) the electronic Duties on Line document must be finalized by the purchaser to a stage where it is ready for signature by the purchaser not less than fourteen (14) days prior to the settlement date in the contract or such other settlement date as may be agreed between the parties. (Settlement Date)

Should the purchaser fail to finalize the electronic Duties On Line document at least fourteen (14) days prior to the Settlement Date in the contract or the purchaser changes the electronic Duties on Line document creating a need for the vendor to resign the electronic Duties On Line document, the vendor will not be required to settle the matter prior to the expiration of fourteen (14) days after the vendor resigns the electronic Duties On Line document.

13. Acceptance of Title

General Condition 12.4 will be added to the General Conditions in the contract. Where the purchaser is deemed by Section 27(7) of the Sale of Land (Deposits) Act 1962 to have given the deposit release authorisation referred to in Section 27(1), the purchaser is also deemed to have accepted the vendor's Title in the absence of any prior express and valid specific objection to the vendor's Title.

14. Deposit Bond or Bank Guarantee

The deposit cannot be paid in whole or in part by way a Deposit Bond or a Bank Guarantee unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

15. Adjustments

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

16. Electronic signature

16.1 In this special 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.

16.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

16.3 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.

16.4 This Contract may be electronically signed in any number of counterparts which together will constitute the one document.

16.5 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.

16.6 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.

17. Australian Consumer Law

The Vendor and the Purchaser agree that this contract is not a standard form contract within the meaning of the Australian Consumer Law.

The Purchaser acknowledges and agrees that before signing this Contract the Purchaser has:-

17.1 Obtained or has been given the opportunity to obtain independent advice considered relevant to the

Purchaser; and

17.2 Negotiated or has had the opportunity to negotiate the terms of the Contract; and

17.3 The rights given to the Vendor under this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

18. Interest and Costs Payable Upon Default

If the purchaser defaults in payment of any money under this Contract then interest at the rate of sixteen percent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$550-00 (inclusive of GST) together with a further sum of \$550-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

19. Pool & Spa Compliance

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so,
2. Arrange a private inspection and obtain a report at his cost,
3. Comply with all the requirements of the report,
4. Arrange any further inspections at his cost, and
5. Provide the local council with a Certificate of Compliance and pay the required fee

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

20. Christmas Period

The due date for settlement stipulated in the Particulars of Sale must not be between 21 December, 2023 and 10 January, 2024 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, then this special condition shall prevail and the settlement date will be 12 January, 2024.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. **Encumbrances**
 - 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
 - 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
 - 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.
2. **Vendor warranties**
 - 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**, save that General Condition 12.4 has been added.
 - 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
 - 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
 - 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
 - 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
 - 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
 - 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.
3. **Identity of the land**
 - 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
 - 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
4. **Services**
 - 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
 - 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
5. **Consents**

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

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.
7. **Release of security interest**
 - 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.

- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
 (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
 (a) a release from the secured party releasing the property from the security interest; or
 (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
 (a) that —
 (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
 (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
 (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
8. **Builder warranty insurance**
 The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
9. **General law land**
 9.1 This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10.

Settlement

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

11.

Payment

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred.

12.

Stakeholding

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by section 27(7) of the **Sale of Land Act 1962** to have given the deposit release authorisation referred to in Section 27 (1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

13.

GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 (b) 'GST' includes penalties and interest.
- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 (a) immediately applied for the loan; and
 (b) did everything reasonably required to obtain approval of the loan; and
 (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- TRANSACTIONAL**
- 16. Time**
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. Service**
- 17.1 Any document sent by
 (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party: It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
 (a) personally; or
 (b) by pre-paid post; or
 (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Nominee**
 The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. Liability of signatory**
 Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.
- 20. Guarantee**
 The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
- 21. Notices**
 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. Inspection**
 The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- 23. Terms contract**
- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
 (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent

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

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

- A party who breaches this contract must pay to the other party on demand:
- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
 - (b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default notice

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of notice being given
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Sargeants - Wallan

Conveyancing and Property Transfer Specialists
PO Box 542 Wallan Vic 3756
Tel: 03 5783-1655 Fax: 03 5783-1755

VENDOR STATEMENT

VENDOR: Christian Robert Meath and Lauren Elise Meath

STREET ADDRESS 34 Anzac Drive WOLLERT VIC 3750

LAND BEING SOLD The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title
VOLUME 11420 FOLIO 605

IMPORTANT NOTICES TO PURCHASER

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act 1962*. The statement must be signed by the vendor either personally or by his electronic signature.

FINANCIAL MATTERS

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

- (a) Their total does not exceed **\$5,500.00**
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- **NOT APPLICABLE**

INSURANCE

Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence.

NOT APPLICABLE

LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
- (b) Covenants affecting the land - as set out in the documents attached (if any)
- (c) Leases affecting the land - as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-

NONE TO THE VENDORS KNOWLEDGE

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

ROAD ACCESS

There is access to the property by road

BUSHFIRE - PRONE AREA

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's [Land Channel website](#).

PLANNING AND ROAD ACCESS - Information concerning any planning instrument -

- (a) Name of planning scheme is : **Whittlesea City Council Planning Scheme**
- (b) The name of the responsible authority is: **WHITTLESEA CITY COUNCIL**
- (c) The zoning of the land is: **General Residential Zone – Schedule 1 (GRZ1)**
- (d) The name of any planning overlay affecting the land: **Development Contributions Plan Overlay – Schedule 10 (DCPO10)**
Development Plan Overlay – Schedule 21 (DPO21)
Vegetation Protection Overlay – Schedule 2 (VPO2)

Areas of Aboriginal Cultural Heritage Sensitivity: All or part of this property is an 'area of cultural heritage sensitivity'.

The planning instrument does not prohibit the construction of a dwelling house on the land.

Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip or pest infestation.

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

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order is still in force)
- (c) **Agricultural chemicals**
Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.
- (d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990.
- (e) **Compulsory acquisition**
Particulars of any notice of intention to acquire served pursuant to Section 6 of *the Land Acquisition and Compensation Act 1986*.

- (f) Notice issued by the Environment Protection Authority
(g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995
NONE TO THE VENDORS KNOWLEDGE save as disclosed herein or in any Owners Corporation Certificate.
The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.
Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

BUILDING APPROVALS

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

NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

OWNERS CORPORATION

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- (a) A current Owners Corporation Certificate issued in respect of the land being sold;
- (b) The Owners Corporation Rules;
- (c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- (d) The most recent accounts and balance sheet of the Owners Corporation and
- (e) A Statement of advice and information for prospective purchasers and lot owners.

NOTE - Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

GROWTH AREA INFRASTRUCTURE CONTRIBUTION **NOT APPLICABLE**

SERVICES - Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

telephone services

THE FOLLOWING SERVICES ARE CONNECTED

electricity supply
gas supply
water supply
sewerage

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

TITLE

Attached are copies of the following documents:

Registered Title

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

DISCLOSURE OF ENERGY EFFICIENCY INFORMATION
NOT APPLICABLE

DATE OF THIS STATEMENT

2023

Signature of Vendor

.....

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure of all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT

2023

Signature of Purchaser

.....

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following **reasonably foreseeable losses** and expenses which the purchaser shall be required to pay to the vendor in addition to any interest payable in accordance with the terms of the contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.
- (e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- (f) all commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.



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

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

Page 1 of 1

VOLUME 11420 FOLIO 605

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LAND DESCRIPTION

Lot 2647 on Plan of Subdivision 714626A.
PARENT TITLE Volume 11390 Folio 951
Created by instrument PS714626A 14/05/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CHRISTIAN ROBERT MEATH of 99 BICKLEY AVENUE THOMASTOWN VIC 3074
LAUREN ELISE MEATH of 21 BROWNING STREET KINGSBURY VIC 3083
AK383237T 04/06/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS245292N 11/06/2019
AFSH NOMINEES PTY LTD

COVENANT PS714626A 14/05/2013

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH113884U 23/03/2010

DIAGRAM LOCATION

SEE PS714626A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 34 ANZAC DRIVE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 11/06/2019

DOCUMENT END



Imaged Document Cover Sheet

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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



AH113884U

23/03/2010 \$102.90 173



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: TGM:5403317
Customer Code: 1167E

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

Land: Volume 10089 Folio 675 and 676

Authority: Whittlesea City Council of Municipal Offices, 25 Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application

Signature for the Authority:



Name of officer:

DAVID TURNBULL

Position held:

CEO

Date:

10/3/10



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555

Date / /2010

AH113884U

23/03/2010 \$102.90 173



Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Epping North East Local Structure Plan Area
30 Harvest Home Road, Epping

Purpose: Fixing of land values

Whittlesea City Council

and

Stockland Development Pty Ltd ACN 000 064 835



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AH113884U

23/03/2010 \$102.90 173



Contents

1.	Definitions	2
2.	Interpretation	3
3.	Specific obligations of the owner	3
4.	Further obligations of the owner	4
	4.1 Notice and Registration.....	4
	4.2 Further actions	4
5.	Further obligations of council.....	5
6.	Agreement under section 173 of the act.....	5
7.	Owner's warranties	5
8.	Successors in title.....	5
9.	General matters	5
	9.1 Notices	5
	9.2 Service of Notice.....	6
	9.3 No Waiver	6
	9.4 Severability.....	6
	9.5 No Fettering of Council's Powers.....	6
10.	GST	6
11.	Commencement of agreement.....	7
12.	Ending of agreement.....	7



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Subject Land means being the land comprised in Certificates of Title Volume 10089 Folio 675 and 676 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation



In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the owner

Council and the Owner acknowledge and agree that:

Compensation payable by Council to the Owner

- 3.1 subject to this Agreement and notwithstanding:
 - 3.1.1 any other method specified in any other legislation or regulation for determining the amount of compensation which is to be paid for land acquired by an acquiring authority; and
 - 3.1.2 any other provision in any other legislation or regulation concerning the amount of compensation payable to a person for any loss associated with the requiring or identification of land for a public purpose -

for the purpose of determining the amount of compensation payable to the Owner in respect of the Infrastructure Land or the effect of the Planning Scheme on the Subject Land, the value of the Infrastructure Land is limited and fixed at the Land Value as adjusted by clause 3.3 of this Agreement;



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- 3.2 for the purpose of this Agreement, the Land Value of the Subject Land is fixed at the rate of \$500,000 per hectare on a pro rata basis; .
- 3.3 the Land Value will be adjusted upwards on 1 July each year after the execution of this Agreement by an amount determined by multiplying the Land Value by the CPI in the previous 12 month period;
- 3.4 unless an alternative time is agreed between the parties in writing, the Land Value is payable to the Owner within 28 days of the Infrastructure Land being either transferred to Council or any other road authority or vested in Council or any other road authority as evidenced by the registration of a Plan of Subdivision by the Registrar of Titles;
- 3.5 the provisions of this Agreement in relation to the Land Value are intended to fix the market value and replace any other measure or category of compensation payable to the Owner under the Land Acquisition and Compensation Act 1987, the Act or any other legislation or regulation;
- 3.6 no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition Compensation Act 1987; and
- 3.7 Council will use the Infrastructure Land for the purposes of the Infrastructure Project to which it relates.

Valuation of Land for purposes of calculating the Public Open Space Contribution

- 3.8 where the Owner is liable to pay a public open space contribution to Council under the Planning Scheme or any document incorporated into the Planning Scheme, the valuation of the land for the purposes of calculating the amount payable is to be fixed at the Land Value specified in clause 3.2 of this Agreement as adjusted by clause 3.3 of this Agreement.

4. Further obligations of the owner

4.1 Notice and Registration

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

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

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9.2 Service of Notice

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 2 business days after the date of posting; or
- 9.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

9.3 No Waiver

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

9.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

9.5 No Fettering of Council's Powers

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

10. GST

- 10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

AH113884U

23/03/2010 \$102.90 173





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11. Commencement of agreement

This Agreement commences on the execution of this Agreement by both parties.

12. Ending of agreement

- 12.1 This Agreement ends when the obligations of Council to pay the Owner in respect of any Infrastructure Land being part of the Subject Land have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the Owner to that effect.
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- 12.3 If prepared and sought by the Owner, Council will execute and hand back to the Owner an application under section 183(2) of the Act to cancel the recording of this Agreement as against any land which is subdivided so as to be finally used for the purpose of a dwelling provided the land is not Infrastructure Land.

AH113884U

23/03/2010 \$102.90 173





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SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:

[Signature] Chief Executive Officer

..... Councillor

Executed by STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835 by its Attorney *BRAD GADSON* under a Power of Attorney dated *28/1/09* in the presence of:

[Signature]

[Signature]
Witness

CHRIS WILKINS
Full name of Witness

~~Mortgagee's Consent~~

~~Bendigo Bank Ltd as Mortgagee of registered mortgage No. AF473700Q consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.~~



AH113884U

23/03/2010 \$102.90 173





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Document Type	Plan
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Signed by Council: Whittlesea City Council, Council Ref: 608124, Original Certification: 28/11/2012, S.O.C.: 06/05/2013

PLAN OF SUBDIVISION		Stage No. /	LRS use only EDITION 1	Plan Number PS 714626A
Location of Land Parish: WOLLERT Township: — Section: 11 Crown Allotment: — Crown Portion: 1 (PART) Title Reference: VOL 11390 FOL 951 Last Plan Reference: LOT B ON PS646755Q Postal Address: ANZAC DRIVE (at time of subdivision) WOLLERT 3750 MGA Co-ordinates E 327200 Zone: 55 (of approx. centre of land in plan) N 5834880		Council Certification and Endorsement Council Name: WHITTLESEA CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person			
ROAD R1	WHITTLESEA CITY COUNCIL			
Notations				
Staging This is /is not a staged subdivision Planning Permit No. 711401				
Depth Limitation DOES NOT APPLY TANGENT POINTS ARE SHOWN THUS: 				
LOTS 1 TO 2624 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN LAND SUBDIVIDED - 1-280ha				
NOTATIONS: THE LAND IN THIS PLAN HAS CARRIAGEWAY RIGHTS OVER EASEMENT E-3 AND E-4 AS SHOWN AND CREATED ON PS646738Q				
Survey This plan is/ is not based on survey VIDE PS636382L This survey has been connected to permanent marks no(s) 8, 27, 43 In Proclaimed Survey Area No. -				
THIS IS A SPEAR PLAN				
Easement Information				
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance		A - Appurtenant Easement R - Encumbering Easement (Road)		
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG	PS646755Q	WHITTLESEA CITY COUNCIL
E-1	SEWERAGE	SEE DIAG	PS646755Q	YARRA VALLEY WATER LIMITED
E-2	DRAINAGE	SEE DIAG	THIS PLAN	WHITTLESEA CITY COUNCIL
E-2	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LIMITED
LRS use only				
Statement of Compliance/Exemption Statement				
Received <input checked="" type="checkbox"/>				
Date 6 / 5 / 2013				
LRS use only				
PLAN REGISTERED				
TIME 11:47 am				
DATE 14 / 5 / 2013				
R. W. Grimwood Assistant Registrar of Titles				
Sheet 1 of 4 sheets				
EUCALYPT - 26B		LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER		
26 LOTS		SIGNATURE DIGITALLY SIGNED DATE / /		
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		REF 27304263 26/11/12 VERSION B		
		DWG 2730426AB		
		DATE / /		
		COUNCIL DELEGATE SIGNATURE		
Original sheet size A3				

PLAN OF SUBDIVISION	Stage No. 	Plan Number PS 714626A
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CREATION OF RESTRICTION 'A'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2625	2626
2626	2625, 2627
2627	2626, 2628
2628	2627, 2629
2629	2628, 2630
2630	2629, 2631, 2632
2635	2633, 2634, 2636, 2648
2636	2635, 2637, 2647
2637	2636, 2638, 2646
2638	2637, 2639, 2645
2639	2638, 2640, 2641, 2644
2640	2639, 2641
2641	2639, 2640, 2642, 2644
2642	2641, 2643, 2644
2643	2642, 2644

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

1. SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO'S AA2090 & AA2095
2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.

THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.
3. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.


THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.


EUCALYPT – 26B

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL	SCALE
SCALE 	SHEET SIZE A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE  DIGITALLY SIGNED DATE / /

REF 27304263 26/11/12 VERSION B
DWG 2730426AB

Sheet 3

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION	Stage No. <hr/>	Plan Number PS 714626A
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CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

DESCRIPTION OF RESTRICTION

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2631	2630, 2632
2632	2630, 2631
2633	2634, 2635
2634	2633, 2635, 2648, 2649
2644	2639, 2641, 2642, 2643, 2645
2645	2638, 2644, 2646
2646	2637, 2645, 2647
2647	2636, 2646, 2648
2648	2634, 2635, 2647, 2649, 2650
2649	2634, 2648, 2650
2650	2648, 2649

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN

1. SHALL NOT BUILD OR PERMIT TO BE BUILT OR REMAIN ON THE LOT ANY BUILDING OTHER THAN A BUILDING THAT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE ENDORSED MEMORANDUM OF COMMON PROVISIONS (MCP) REGISTERED IN DEALING NO'S AA2090 & AA2095

2. SHALL NOT MAKE AN APPLICATION TO AMEND A BUILDING ENVELOPE UNLESS THE AMENDMENT IS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND ANY CRITERIA OR MATTERS THAT MUST BE CONSIDERED BY THE RESPONSIBLE AUTHORITY IN DECIDING ON AN AMENDMENT TO A BUILDING ENVELOPE.

THE BUILDING ENVELOPES SHALL CEASE TO HAVE EFFECT ON THE LOT CONTAINING THE ENVELOPE TEN YEARS AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THE LOT CONTAINING THE ENVELOPE.

3. SHALL NOT ERECT ANY BUILDINGS ON THE LOT UNLESS THE PLANS FOR SUCH BUILDINGS ARE ENDORSED BY STOCKLAND DEVELOPMENT PTY LTD PRIOR TO THE ISSUE OF THE BUILDING PERMIT.

THE REQUIREMENT FOR SUCH ENDORSEMENT SHALL CEASE TO HAVE EFFECT ON THE LOT ONE YEAR AFTER AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 IS ISSUED FOR THE WHOLE OF THE DWELLING ON THAT LOT.

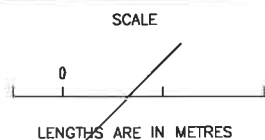
EUCALYPT – 26B

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL
 SCALE
 SHEET SIZE
 A3



LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 27304263 26/11/12 VERSION B
 DWG 2730426AB

Sheet 4

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



**Plan of Subdivision PS714626A
Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S028365P
Plan Number: PS714626A
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 608124
Surveyor's Plan Version: B

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Carolyn Leatham
Organisation: Whittlesea City Council
Date: 28/11/2012



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Subdivision or Consolidation

Section 22 Subdivision Act 1988

PS714626A

06/05/2013 \$4 851.50 PS



Lodged by

Name: Stockland Development Pty Ltd

Phone: 9095 5076

Address: Level 7/452 Flinders Street Melbourne 3000

Reference: Liz Lavin

Customer Code: 2944C

The applicant applies for registration of the plan described.

Land: (volume and folio)

✓ Volume 11390 Folio 951

Applicant: (full name and address including postcode)

✓ Stockland Development Pty Ltd ACN 000 064 835

✓ Level 7/452 Flinders Street Melbourne VIC 3000

Plan No.: 714626A

Stage No.: (if applicable)

SPEAR No.: (if applicable) S028365P

Council in which land is located: CITY OF WHITTUSEA

Date: 6 MAY 2013

Signature of applicant:

✓ Executed for and on behalf of Stockland Development Pty Ltd by its attorney RICHARD JOHN ELLIS under the power of attorney dated 11th May 2011 A certified copy of which is filed in the Permanent Order book No. 277 Page 030 Item 28.

33661110A

SA22

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



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MEMORANDUM OF COMMON PROVISIONS

Section 91A Transfer of Land Act 1958

Approved Form MCP
Victorian Land Titles Office

Lodged by: Stockland Development Pty Ltd
Name: Conveyancing
Customer Code: 7/452 Flinders St Melbourne VIC 3000

AA2095

14/11/2012 \$55.10 MCP

2944C



This memorandum (containing 19 page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

Eucalypt – Stage 26B

PRELIMINARY

- A. This MCP has been prepared by Stockland in order to regulate the siting, form and design of residential development Eucalypt in accordance with the Design Essentials, so as to create a high level of amenity for owners and residents of lots 2631 to 2634 and 2644 to 2650 within the plan of subdivision for Stage 26B.
- B. The provisions of this MCP are incorporated into the restrictions created by the plan of subdivision.
- C. The plan of subdivision restricts certain lot owners from developing a lot other than in accordance with the building envelope plan.
- D. The building envelope plan provides details of approved building envelopes.
- E. This MCP provides the information necessary to interpret the approved building envelopes.
- F. Some of the matters addressed in this MCP are not covered by or are amendments to the Regulations and Scheme. All provisions not addressed in this MCP are as required in the Regulations and Scheme.
- G. This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the Transfer of Land Act.

PROVISIONS

Any building to be constructed on lots to which this MCP applies and for which the construction would require a building permit must be sited within the approved building envelope subject to any specific encroachments allowed outside the approved building envelope pursuant to this MCP.

On a lot marked with a 'D' on the building envelope plan the identifier codes relating to the height and setback profiles or a front setback measurement do not apply if the lot is to be developed for multiple dwellings. In that case, the relevant requirements under the Scheme apply.

Approval No. 2904119A

MCP

1. The provisions are to be numbered consecutively from number 1.
2. The back of this form is not to be used.
3. Further pages may be added but each page should be consecutively numbered.
4. To be used for the inclusion of covenants and easements in mortgages, transfers and leases.



1 Text of restrictions

The siting of a building within the approved building envelope is subject to the restrictions imposed by this MCP and any other applicable control.

1.1 Neighbourhood character (clause 54.02-1)

The design of a building must be in accordance with clause 54.02-1 (Neighbourhood character) in the Scheme.

The proposed design must be a contemporary architectural style that responds to other dwellings in the street.

1.2 Integration with the street (clause 54.02-2)

The layout of the development must be in accordance with clause 54.02-2 (Integration with the street) in the Scheme, except as specified below.

The entry of a building must be visible from the street and must incorporate a verandah, entrance portico or covered porch at the front door.

1.3 Minimum street setbacks (regulation 409 and clause 54.03-1)

A building must be set back from a street alignment in accordance with regulation 409 (Minimum street setbacks) in Part 4 of the Regulations and clause 54.03-1 in the Scheme, except as specified below.

A building on a lot must be set back from a street boundary not less than the distance specified in respect of that boundary on the building envelope plan.

A building on a corner lot may encroach not more than 300 millimetres into the setback on a side street for a maximum length of 10 per cent of the building wall facing that side street.

Balconies, verandahs, open porches, covered walkways and porticos that are less than 4.5 metres high and eaves, fascias and gutters, may encroach not more than 1.5 metres into the minimum front setback and 1 metre into the setback on a side street or laneway for a dwelling or garage. Façade treatments and / or covered balconies or verandahs on the second storey of a building that are less than 6.6 metres high may encroach not more than 1.5 metres into the minimum front setback.

A garage on a lot must be set back at least 5 metres from the front boundary of the lot and must be set back at least 840 millimetres behind the front street building line of the dwelling. Where a second storey section of the dwelling is directly above at least 50 per cent of the garage, the garage can be constructed to the front building line



A garage with access facing the side street boundary of a corner lot must be set back at least 840 millimetres behind the side street building line of the dwelling. Where a second storey section of the dwelling is directly above at least 50 per cent of the garage, the garage can be level with the side street building line.

A garage on a lot accessed from a laneway to the rear or side boundary must be setback a minimum of 500 millimetres from that boundary.

1.4 Building height (regulation 410 and clause 54.03-2)

The height of a building on a lot must be in accordance with Regulation 410 (Building height) in Part 4 of the Regulations and clause 54.03-2 in the Scheme, except as specified below.

The height of a building on a lot must not exceed 10 metres unless the slope of the natural ground level at any cross section wider than 8 metres of the site of the building is 7.5 degrees or more, in which case the maximum building height should not exceed 12 metres.

Outbuildings must not exceed 3.6 metres in height and be located to minimise their visual impact.

1.5 Permeability (regulation 412 and clause 54.03-4)

The maximum area of impermeable surfaces on a lot must be in accordance with regulation 412 (Permeability) in Part 4 of the Regulations and clause 54.03-4 in the Scheme, except as specified below.

The area of impermeable surfaces (including the driveway) within the front garden of a lot must not exceed 60 per cent.

1.6 Side and rear setbacks (regulation 414 and clause 54.04-1)

Side and rear setbacks on a lot must be in accordance with regulation 414 (Side and rear setbacks) in Part 4 of the Regulations and clause 54.04-1 in the Scheme, except as specified below.

Side and rear setbacks for building elements (such as walls and roof coverings) must comply with the requirements specified in the height and setback profiles noted below and shown on the plan by the identifier code. On any lot, except a corner lot, the side boundary profile identifier codes shown on the plan can be interchanged provided that there is a profile identifier code **SP-A-1** on one side boundary and a profile identifier code **SP-B-1** on the opposite side boundary.



The following may encroach not more than 0.5 metre into the minimum side and rear setback specified in the height and setback profiles noted below and shown on the plan by the identifier code.

- Porches and verandahs.
- Masonry chimneys.
- Sunblinds.
- Screens (to the extent needed to protect a neighbouring property from a direct view).
- Flues and pipes.
- Domestic fuel tanks and water tanks.
- Heating and cooling equipment and other services.

The following may encroach into the minimum side and rear setback specified in the height and setback profiles noted below and shown on the plan by the identifier code.

- Landings with a maximum area of 2 square metres and a maximum height of 1 metre.
- Unroofed stairways and ramps.
- Pergolas.
- Shade sails.
- Eaves, fascias and gutters not more than 0.6 metre in total width.
- Outbuildings not exceeding 10 square metres in area and 3 metres in height.

Side and rear setbacks from boundaries which are shared with lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the building envelope plan.

1.7 Walls on boundaries (regulation 415 and clause 54.04-2)

Walls constructed on a boundary must be in accordance with regulation 415 (Walls on boundaries) in Part 4 of the Regulations and clause 54.04-2 in the Scheme, except as specified below.

A dwelling wall on a rear boundary must be setback 1 metre except for a garage which may be constructed on the rear boundary.

Walls on boundaries which are shared with lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the building envelope plan.

1.8 Daylight to existing habitable room windows (regulation 416 and clause 54.04-3)

The provision of daylight to existing habitable room windows must be in accordance with regulation 416 (Daylight to existing habitable room windows) in Part 4 of the Regulations and clause 54.04-3 in the Scheme, except as specified below.



For the purposes of regulation 416 and clause 54.04-3, clear to the sky means an unroofed area, an area roofed with a material that transmits at least 90 per cent of light or an area roofed with eaves, fascias and gutters not exceeding 300 millimetres in total width.

Daylight to existing habitable room windows on lots that are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the building envelope plan.

1.9 Solar access to existing north-facing habitable room windows (regulation 417 and clause 54.04-4)

The provision of solar access to existing north-facing habitable room windows must be in accordance with regulation 417 (Solar access to existing north-facing habitable room windows) in Part 4 of the Regulations and clause 54.04-4 in the Scheme, except as specified below.

Reference to an existing north-facing habitable room window, in the case of buildings on lots contained within this MCP, refers to ground floor windows only.

Any north-facing habitable room window at ground level to be constructed in a building on a lot must be clear to the sky and setback more than 3 metres from the north boundary of that lot if it is to be considered, once constructed, an existing north-facing habitable room window for the purposes of regulation 417 and clause 54.04-4.

Solar access to existing north-facing habitable room windows on lots which are not beneficiaries of this restriction is not dealt with by this building envelope except where annotated on the building envelope plan.

1.10 Overshadowing of recreational private open space (regulation 418 and clause 54.04-5)

Any overshadowing of recreational private open space must be in accordance with regulation 418 (Overshadowing of recreational private open space) in Part 4 of the Regulations and clause 54.04-5 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

Where sunlight to the secluded private open space of an existing dwelling is reduced, at least 25 square metres with a minimum dimension of 3 metres of secluded private open space should receive a minimum of 5 hours of sunlight between 9 am and 3 pm on 22 September. The 25 square metres minimum area with a minimum dimension of 3 metres can be measured in different locations during the day provided the area is always secluded private open space.

Overshadowing by buildings and fences of lots which are not beneficiaries of this restriction is not dealt with by this building envelope except where annotated on the building envelope plan.



1.11 Overlooking (regulation 419 and clause 54.04-6)

Any overlooking of a habitable room window or secluded private open space of an existing dwelling on an adjoining lot must be in accordance with regulation 419 (Overlooking) in Part 4 of the Regulations and clause 54.04-6 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

This requirement applies to any habitable room window, balcony, terrace, deck or patio of a dwelling on a lot within the specified overlooking control area (as indicated in the relevant height and setback profiles), that has direct views into an adjoining lot.

Overlooking of lots which are not beneficiaries of this restriction is not dealt with by this building envelope except where annotated on the building envelope plan.

1.12 Design detail (clause 54.06-1)

Design detail must be in accordance with clause 54.06-1 (Design detail) in the Scheme, except as specified below.

1.12.1 Multiple storeys

A building on a lot marked with a 'M' must have at least two storeys above natural ground level.

1.12.2 Entry / front façade

A dwelling must include a verandah, porch or portico with a minimum area of 4 square metres and a minimum depth of 1.5 metres.

Where a dwelling is 13 metres wide or greater at least one of the following requirements must be met:

- the front façade must be articulated with a set back in the front wall of at least 840 millimetres (in addition to any set back of a garage);
- a portico or verandah with a minimum area of 10 square metres and a minimum depth of 1.5 metres; and
- a verandah for the full length of the frontage of the dwelling (excluding the garage).

An entry recess will not be considered an articulation in the façade.

The front façade of a dwelling must contain windows.

1.12.3 Ceilings and roofs

The ground floor front rooms for a single storey dwelling on a lot must have a ceiling height of at least 2.55 metres above finished floor level.



A pitched roof of a dwelling visible from the street or public open space must have a minimum pitch of 22.5 degrees unless it is a skillion or curved roof.

A dwelling must have eaves (minimum 300 millimetres wide) over all external walls (except where built on the boundary) generally visible from a street or public open space. This does not apply where part of an eave is deleted to satisfy regulation 416 of the Regulations and clause 54.04-3 of the Scheme.

Galvanised or zinc finishes or fibre cement roofing materials are prohibited.

1.12.4 External walls

A parapet wall on a side of a dwelling must return around the front of the dwelling at least 480 millimetres. Where a side parapet wall is continuous with a parapet wall on the front of a dwelling, the side parapet must match the front parapet detailing.

Any façade of a dwelling visible from a street or public open space (excluding doors and windows) must have a minimum area of 20 per cent of a material or colour contrasting with the main material or colour.

Unpainted fibre cement and galvanised iron are prohibited.

Reflective glass and leadlight contained in external windows and doors visible from a street and / or public reserve are prohibited.

An external wall built on a boundary must be of a quality of construction, finish and cleaned to match the external walls of the dwelling.

1.12.5 Corner lots

A dwelling on a corner lot must be designed to address (at each level) both the front and side street or public open space.

The materials and colours of a façade facing the side street of a dwelling on a corner lot must match the front façade materials and colours.

The façade of a dwelling facing a side street on a corner lot must contain windows at each level. Blank walls facing a side street are prohibited.

Windows that are readily visible from the street (for example, windows on the front elevation, ground floor windows forward of the corner fence and upper storey windows) must be consistent in style and proportion. As a minimum, these windows must be within 8 metres of the front boundary with a maximum sill height of 1.25 metres above finished floor level.



1.12.6 Garages

A dwelling on a lot must provide either:

- a double garage attached to the dwelling, providing for two cars side by side, which must not exceed 7 metres in width, measured as the internal clear width plus external wall; or
- a single garage attached to the dwelling, providing for one car or two cars in tandem, which must be of a width between 3.5 metres and 4 metres measured internally.

A garage with access facing the rear boundary of a lot can be detached from the dwelling.

A garage must be built at the same time as the dwelling.

Carports are prohibited.

A single garage, additional to a double garage, is prohibited except on a lot with a minimum 20 metres frontage. The additional garage must be constructed at the same time as the dwelling and must include:

- a minimum set back of its front wall / door of 840 millimetres from the front wall / door of the double garage door; and
- a maximum width of 4 metres externally.

1.13 Fencing (regulations 424 to 430 and clause 54.06-2)

All fences must be in accordance with regulations 424 to 430 in part 4 of the Regulations and clause 54.06-2 in the Scheme, except as specified below.

Some side and rear fencing may be provided to specific lots by Stockland. These fences must not be removed without written approval from Stockland. Where Stockland does not provide fencing, fencing plans must be submitted to Stockland as part of the design approval process.

1.13.1 Front fencing

A front fence or retaining wall must:

- complement the style and colour scheme of the dwelling;
- not exceed 1 metre in height;
- return along both side boundaries at 90 degrees to connect back to the side fences and / or walls;
- be constructed of timber, steel or aluminium pickets and / or masonry, brick and stone;
- be at least 50 per cent transparent.

Chain mesh and chain link fencing systems are prohibited.



1.13.2 Side and rear fencing not abutting a street or public open space

Side and rear fencing not abutting a road or public open space must be constructed of pre-coated metal sheeting / panels in accordance with the fencing requirements detailed in the Design Essentials provided that:

- it is not more than 1.8 metres in height from the rear boundary to a point at least 2 metres behind the front building line (measured at the perpendicular from the dwelling side wall) and at that point it returns at 90 degrees to the dwelling to connect to the side of the dwelling or garage wall;
- it is constructed at the same time as the dwelling.

On a lot with a side boundary that forms the rear boundary of an adjoining lot, the side fence on that boundary can continue to the front boundary.

1.13.3 Side fencing abutting a local street or public open space

Side boundary fencing (abutting a local street or public open space) must be constructed of pre-coated metal sheeting / panels in accordance with the fencing requirements detailed in the Design Essentials provided that:

- it has 100 millimetre by 100 millimetre black expressed posts, capping and 150 millimetre plinth detail;
- it does not exceed 1.8 metres in height for a maximum 60 per cent of the side street boundary commencing at the rear lot boundary;
- on sloping sites it is appropriately stepped.

1.14 Driveways

A driveway must be constructed within one year of the issuing of the certificate of occupancy for the dwelling.

A driveway must allow for a minimum offset of 0.5 metre from the nearest side boundary to allow for the establishment of a landscape garden along that side boundary.

A driveway must taper to align with the location and extent of the crossover provided to the lot.

A driveway must be constructed from one of the following materials:

- stamped or patterned coloured concrete;
- brick, slate or natural stone pavers;
- exposed aggregate coloured concrete;

Plain concrete driveways (in light-grey 'standard' concrete) are prohibited.

**1.15 Front Garden**

Your front garden must be completed within one year of the issuing of the certificate of occupancy for the dwelling.

1.16 Clothes drying and airing facilities, rainwater tanks, cooling and heating plant, solar pool heating coils, aerials or satellite dishes and similar service facilities

A clothes drying or airing facility, rainwater tank, cooling or heating plant, solar pool heating coil, aerial or satellite dish and similar service facilities except solar panels, visible from any street or public open space are prohibited.

Galvanised or zinc finishes on water tanks are prohibited.

1.17 One dwelling on a lot

Except for lots marked with a 'D' on the building envelope plan, one dwelling only may be constructed on the lot.

1.18 Approval of dwelling design

The design of a dwelling to be built on any lot on the plan of subdivision must be approved by Stockland prior to making formal application for a building permit in accordance with the Design Essentials.

2 Notes on this MCP

- 2.1** In the case of conflict between the plan and these written notations, the specifications in the written notations prevail.
- 2.2** Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- 2.3** Buildings must not cover registered easements unless approved by the relevant authority.
- 2.4** Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision. Regulation 406 in Part 4 of the Regulations and clause 56.04-2 in the Scheme, apply to each edge lot irrespective of Section 1 of this MCP.
- 2.5** Stockland provides each lot with a single crossover. Relocation of crossovers is only permitted with prior approval from Stockland and the City of Whittlesea. Relocated crossovers must be constructed at the lot owners expense in accordance with the City of Whittlesea specifications and be of the same finish as that originally provided by Stockland. The existing crossover must be removed and the verge, kerb and footpath constructed to the same standard as the adjoining verge, kerb and footpath at the expense of the lot owner.



3 General definitions

In this MCP:

- (1) **approved building envelope** means the building envelope shown for a particular lot in the Building Envelope Plan and has the same meaning as in regulation 406 of the Regulations;
- (2) **building** has the same meaning as in the Building Act;
- (3) **Building Act** means the act of the Victorian Parliament known as the *Building Act* 1993 and any re-enactment or replacement of that act;
- (4) **building envelope** means an area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed and garage is allowed subject to the particular provisions of this document, and the Scheme;
- (5) **building envelope plan** means the plan which is attached to this MCP and which shows the Approved Building Envelopes, certain setbacks and other related matters for the lots within the Plan of Subdivision;
- (6) **building permit** means a building permit in terms of the Building Act;
- (7) **clear to the sky** has the same meaning as in the Regulations;
- (8) **control** includes a restriction in terms of the *Subdivision Act* 1988, an agreement under section 173 of the *Planning and Environment Act* 1987 (**PE Act**), a provision of an Act (other than the Building Act), a regulation (other than the Building Regulations), a requirement of a referral authority (in terms of section 55 of the PE Act) or an order of a Court or tribunal, which relates to the siting of a Building;
- (9) **corner lot** means a lot with a corner where each boundary connects to a street or public open space;
- (10) **Design Essentials** means the Eucalypt: Lifestyle Design Essentials Requirements prepared by Stockland, as amended from time to time;
- (11) **dwelling** has the same meaning as in the Scheme;
- (12) **frontage** has the same meaning as in the Scheme;



-
- (13) **front garden** includes any area between the building line and the front boundary of a lot and side street boundary or boundary abutting public open space of a corner lot that is visible from a street;
 - (14) **habitable room** has the same meaning as in the Scheme;
 - (15) **height** has the same meaning as in the Regulations;
 - (16) **lot** has the same meaning as in the Building Act;
 - (17) **MCP** means this memorandum of common provisions;
 - (18) **north** (true north) has the same meaning as in the Regulations;
 - (19) **on the boundary** means a setback of up to 150 millimetres from the lot / property boundary is deemed to be on the boundary;
 - (20) **plan of subdivision** means plan of subdivision number PS714626A;
 - (21) **private open space** has the same meaning as in the Regulations;
 - (22) **raised open space** has the same meaning as in the Regulations;
 - (23) **recreational private open space** has the same meaning as in the Regulations;
 - (24) **Regulations** means the *Building Regulations 2006* or any subsequent regulations made pursuant to the Building Act which relate the siting of a Building;
 - (25) **Scheme** means the Whittlesea Planning Scheme;
 - (26) **secluded private open space** has the same meaning as in the Regulations;
 - (27) **setback** has the same meaning as in the Regulations;
 - (28) **side boundary** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot;
 - (29) **single dwelling** has the same meaning as in the Regulations;
 - (30) **site coverage** has the same meaning as in the Regulations;
-



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- (31) **storey** has the same meaning as in the Scheme;
 - (32) **Stockland** means Stockland Developments Pty Ltd;
 - (33) **street**, for the purposes of determining street setbacks, means any road other than a footway or carriageway easement; and
 - (34) **window** has the same meaning as in the Regulations.

4 Diagrams and plans


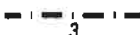

4.1 Explanation of symbols and terms in diagrams and plans

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14/11/2012 \$55.10 MCP



NOTATIONS

SP-A-1	Building envelope profile (refer 4.2 and 4.3 following) to be applied to the particular boundary (refer plans in 4.5).
SP-B-1	
SP-D-1	
RP-A-1	Note the frontage setback and easement width is designated on the plan.
4	Frontage setback
	2 metres wide easement
	3 metres wide easement
2646	Lot number
	Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Stockland and the City of Whittlesea).

PARTICULAR LOT REQUIREMENTS FOR LOTS 2631 TO 2634 AND 2644 TO 2650 OF STAGE 26B

18

Detailed design of roads, crossovers and footpaths is provided in the relevant Engineering Plans.

Additional easements may be required subject to detailed engineering assessment.

Detailed design of landscape works is provided in the relevant Landscape Plans.

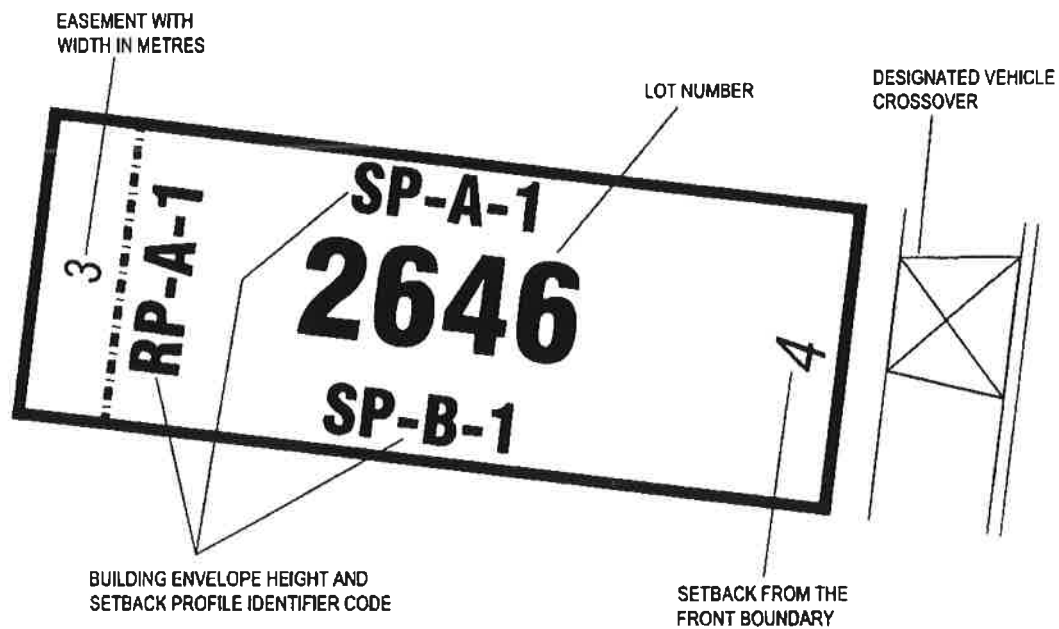
All details subject to approval by the City of Whittlesea.

4.2 *Diagrams illustrating the interpretation of the building envelope and the annotation with respect to all edge lots in this stage development*

THE BUILDING ENVELOPES ON ALL LOTS LOCATED ON THE BOUNDARY OF THIS DEVELOPMENT STAGE (EDGE LOTS) ARE ENDORSED BY THE CITY OF WHITTLESEA AS APPROVED BUILDING ENVELOPES.

AA2095

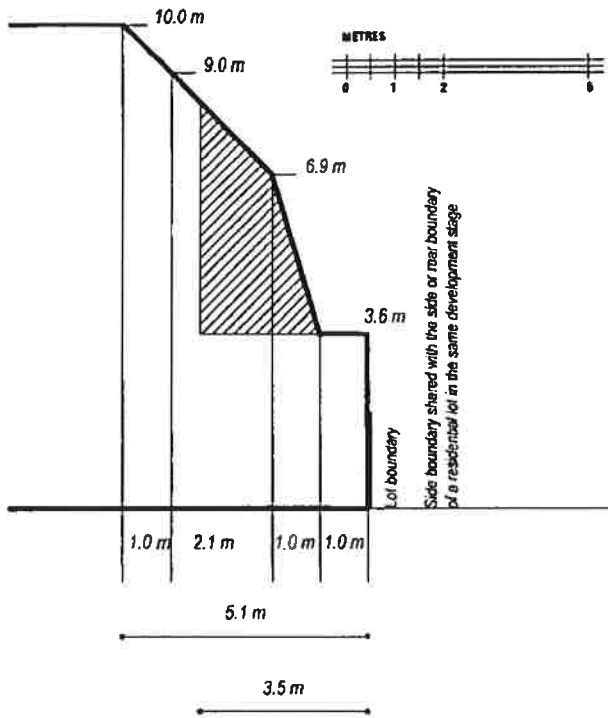
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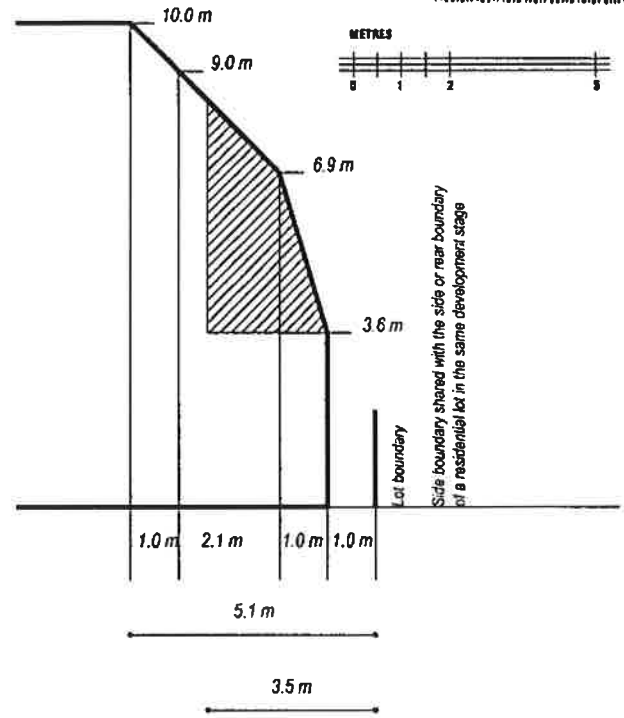
4.3 Profiles referenced in the building envelope plan



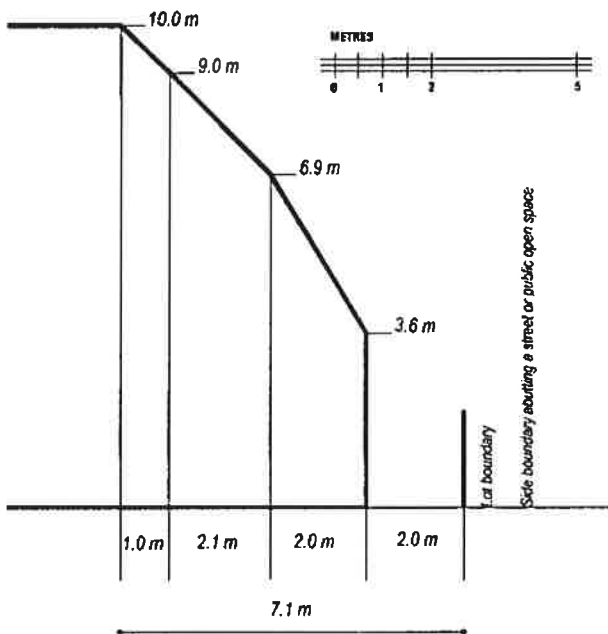
SP-A-1



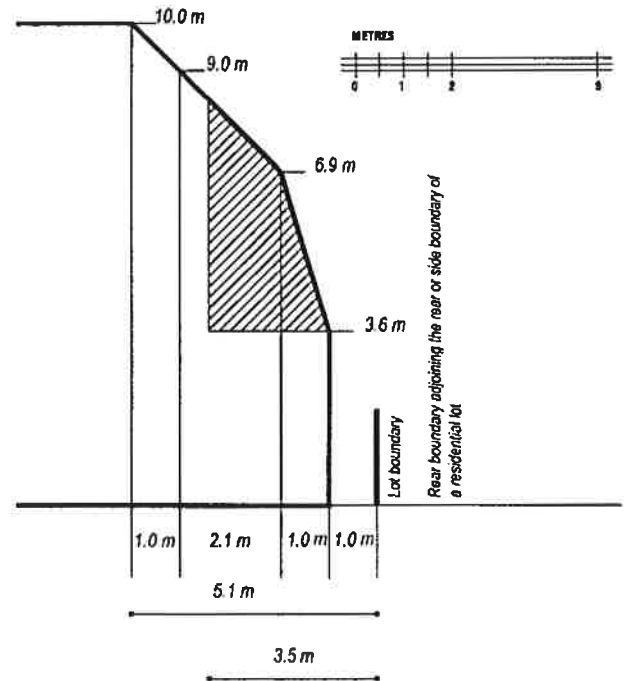
SP-B-1



SP-D-1



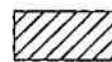
RP-A-1



EASEMENT REQUIREMENT

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

m METRES

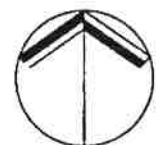
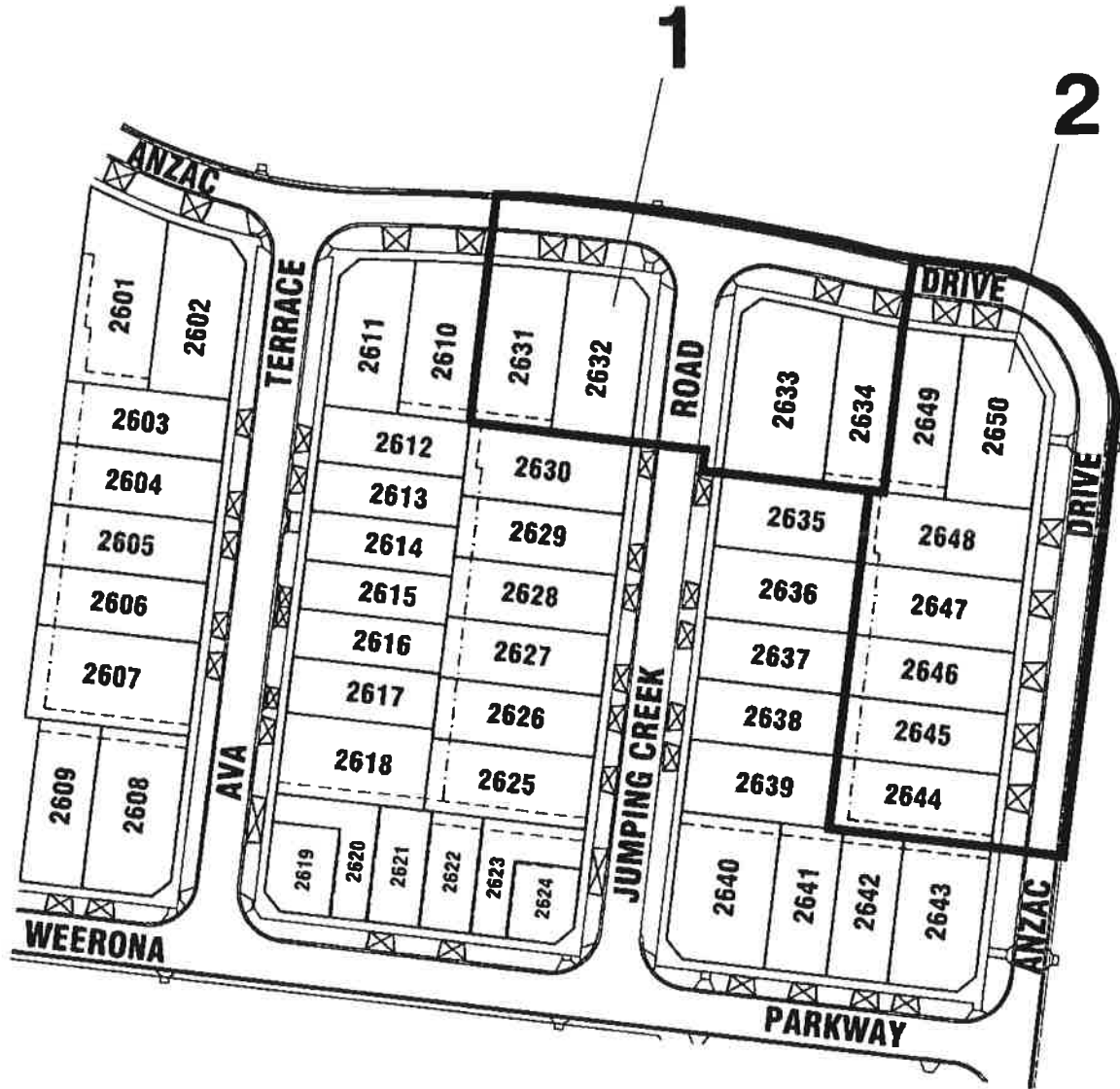


OVERLOOKING CONTROL AREA
(refer 'Overlooking' in text)

4.4 Plan of subdivision showing key to sheets

AA2095

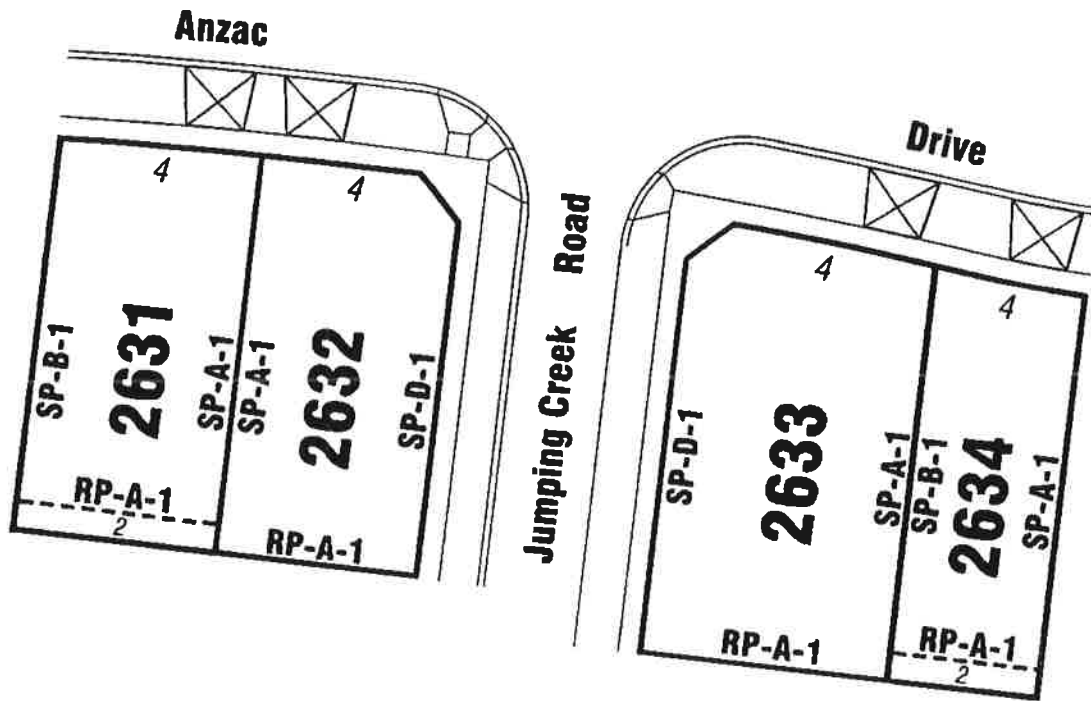
14/11/2012 \$55.10 MCP



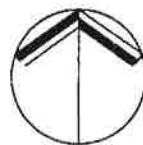
4.5 Plan of subdivision showing building envelope height and setback profile identifier code

AA2095

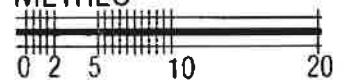
14/11/2012 \$55.10 MCP



SHEET 1



METRES

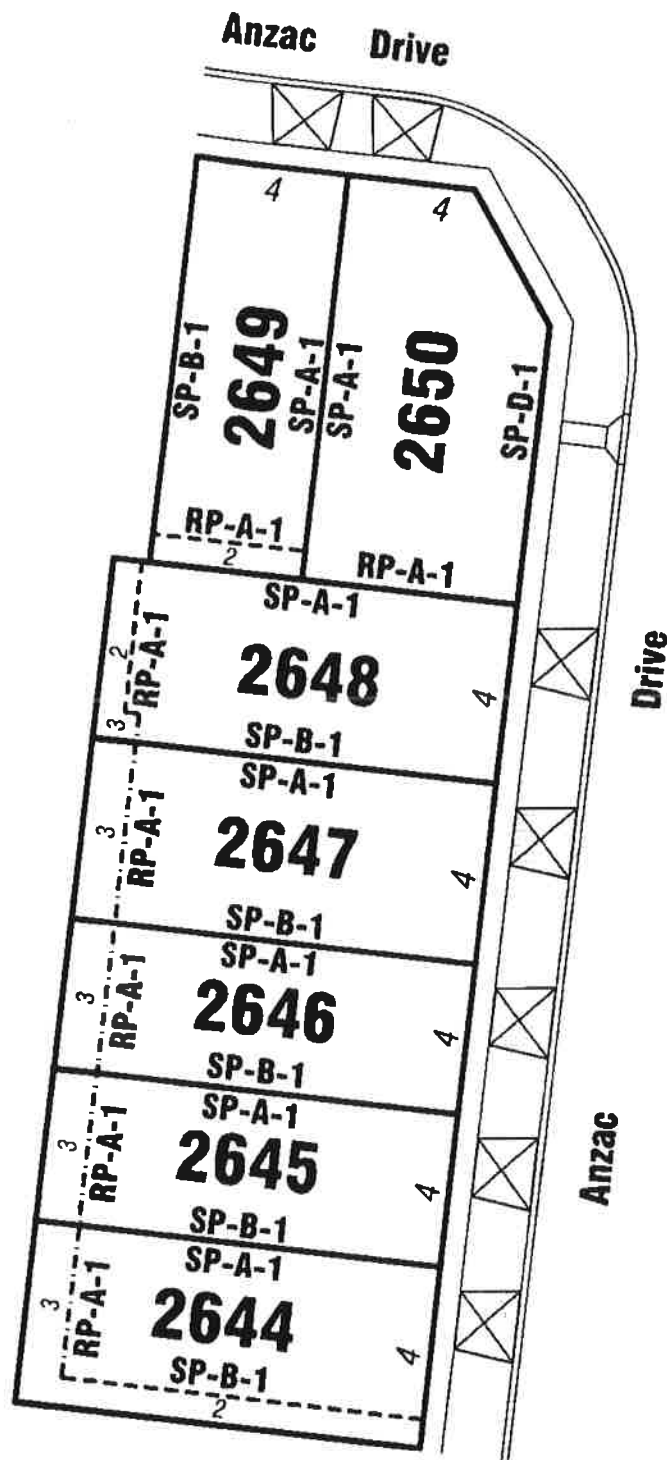


All dimensions are shown in metres

The scale bars are for reference only

AA2095

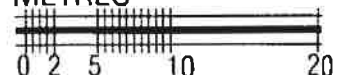
14/11/2012 \$55.10 MCP



SHEET 2



METRES



All dimensions are shown in metres



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MEMORANDUM OF COMMON PROVISIONS

Section 91A Transfer of Land Act 1958

Approved Form MCP

Lodged by: STOCKLAND DEVELOPMENT PTY LTD
Name: STOCKLAND DEVELOPMENT PTY LTD
Customer Code: 2944C

AA2090

31/10/2012 \$55.10 MCP



This memorandum (containing 18 page(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

Eucalypt – Stage 26B

PRELIMINARY

- A. This MCP has been prepared by Stockland in order to regulate the siting, form and design of residential development at Eucalypt in accordance with the Design Essentials, so as to create a high level of amenity for owners and residents of lots 2625 to 2630 and 2635 to 2643 within the plan of subdivision for Stage 26B.
- B. The provisions of this MCP are incorporated into the restrictions created by the plan of subdivision.
- C. The plan of subdivision restricts certain lot owners from developing a lot other than in accordance with the building envelope plan.
- D. The building envelope plan provides details of approved building envelopes.
- E. This MCP provides the information necessary to interpret the approved building envelopes.
- F. Some of the matters addressed in this MCP are not covered by or are amendments to the Regulations and Scheme. All provisions not addressed in this MCP are as required in the Regulations and Scheme.
- G. This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the Transfer of Land Act.

PROVISIONS

Any building to be constructed on lots to which this MCP applies and for which the construction would require a building permit must be sited within the approved building envelope subject to any specific encroachments allowed outside the approved building envelope pursuant to this MCP.

On a lot marked with a 'D' on the building envelope plan the identifier codes relating to the height and setback profiles or a front setback measurement do not apply if the lot is to be developed for multiple dwellings. In that case, the relevant requirements under the Scheme apply.

Approval No. 2904119A

MCP

1. The provisions are to be numbered consecutively from number 1.
2. The back of this form is not to be used.
3. Further pages may be added but each page should be consecutively numbered.
4. To be used for the inclusion of covenants and easements in mortgages, transfers and leases.



1 Text of restrictions

The siting of a building within the approved building envelope is subject to the restrictions imposed by this MCP and any other applicable control.

1.1 Neighbourhood character (clause 54.02-1)

The design of a building must be in accordance with clause 54.02-1 (Neighbourhood character) in the Scheme.

The proposed design must be a contemporary architectural style that responds to other dwellings in the street.

1.2 Integration with the street (clause 54.02-2)

The layout of the development must be in accordance with clause 54.02-2 (Integration with the street) in the Scheme, except as specified below.

The entry of a building must be visible from the street and must incorporate a verandah, entrance portico or covered porch at the front door.

1.3 Minimum street setbacks (regulation 409 and clause 54.03-1)

A building must be set back from a street alignment in accordance with regulation 409 (Minimum street setbacks) in Part 4 of the Regulations and clause 54.03-1 in the Scheme, except as specified below.

A building on a lot must be set back from a street boundary not less than the distance specified in respect of that boundary on the building envelope plan.

A building on a corner lot may encroach not more than 300 millimetres into the setback on a side street for a maximum length of 10 per cent of the building wall facing that side street.

Balconies, verandahs, open porches, covered walkways and porticos that are less than 4.5 metres high and eaves, fascias and gutters, may encroach not more than 1.5 metres into the minimum front setback and 1 metre into the setback on a side street or laneway for a dwelling or garage. Façade treatments and / or covered balconies or verandahs on the second storey of a building that are less than 6.6 metres high may encroach not more than 1.5 metres into the minimum front setback.

A garage on a lot must be set back at least 5 metres from the front boundary of the lot and must be set back at least 840 millimetres behind the front street building line of the dwelling. Where a second storey section of the dwelling is directly above at least 50 per cent of the garage, the garage can be constructed to the front building line



A garage with access facing the side street boundary of a corner lot must be set back at least 840 millimetres behind the side street building line of the dwelling. Where a second storey section of the dwelling is directly above at least 50 per cent of the garage, the garage can be level with the side street building line.

A garage on a lot accessed from a laneway to the rear or side boundary must be setback a minimum of 500 millimetres from that boundary.

1.4 Building height (regulation 410 and clause 54.03-2)

The height of a building on a lot must be in accordance with Regulation 410 (Building height) in Part 4 of the Regulations and clause 54.03-2 in the Scheme, except as specified below.

The height of a building on a lot must not exceed 10 metres unless the slope of the natural ground level at any cross section wider than 8 metres of the site of the building is 7.5 degrees or more, in which case the maximum building height should not exceed 12 metres.

Outbuildings must not exceed 3.6 metres in height and be located to minimise their visual impact.

1.5 Permeability (regulation 412 and clause 54.03-4)

The maximum area of impermeable surfaces on a lot must be in accordance with regulation 412 (Permeability) in Part 4 of the Regulations and clause 54.03-4 in the Scheme, except as specified below.

The area of impermeable surfaces (including the driveway) within the front garden of a lot must not exceed 60 per cent.

1.6 Side and rear setbacks (regulation 414 and clause 54.04-1)

Side and rear setbacks on a lot must be in accordance with regulation 414 (Side and rear setbacks) in Part 4 of the Regulations and clause 54.04-1 in the Scheme, except as specified below.

Side and rear setbacks for building elements (such as walls and roof coverings) must comply with the requirements specified in the height and setback profiles noted below and shown on the plan by the identifier code. On any lot, except a corner lot, the side boundary profile identifier codes shown on the plan can be interchanged provided that there is a profile identifier code **SP-A-1** on one side boundary and a profile identifier code **SP-B-1** on the opposite side boundary.



The following may encroach not more than 0.5 metre into the minimum side and rear setback specified in the height and setback profiles noted below and shown on the plan by the identifier code.

- Porches and verandahs.
- Masonry chimneys.
- Sunblinds.
- Screens (to the extent needed to protect a neighbouring property from a direct view).
- Flues and pipes.
- Domestic fuel tanks and water tanks.
- Heating and cooling equipment and other services.

The following may encroach into the minimum side and rear setback specified in the height and setback profiles noted below and shown on the plan by the identifier code.

- Landings with a maximum area of 2 square metres and a maximum height of 1 metre.
- Unroofed stairways and ramps.
- Pergolas.
- Shade sails.
- Eaves, fascias and gutters not more than 0.6 metre in total width.
- Outbuildings not exceeding 10 square metres in area and 3 metres in height.

Side and rear setbacks from boundaries which are shared with lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the building envelope plan.

1.7 Walls on boundaries (regulation 415 and clause 54.04-2)

Walls constructed on a boundary must be in accordance with regulation 415 (Walls on boundaries) in Part 4 of the Regulations and clause 54.04-2 in the Scheme, except as specified below.

A dwelling wall on a rear boundary must be setback 1 metre except for a garage which may be constructed on the rear boundary.

Walls on boundaries which are shared with lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the building envelope plan.

1.8 Solar access to existing north-facing habitable room windows (regulation 417 and clause 54.04-4)

The provision of solar access to existing north-facing habitable room windows must be in accordance with regulation 417 (Solar access to existing north-facing habitable room windows) in Part 4 of the Regulations and clause 54.04-4 in the Scheme, except as specified below.



Reference to an existing north-facing habitable room window, in the case of buildings on lots contained within this MCP, refers to ground floor windows only.

Any north-facing habitable room window at ground level to be constructed in a building on a lot must be clear to the sky and setback more than 3 metres from the north boundary of that lot if it is to be considered, once constructed, an existing north-facing habitable room window for the purposes of regulation 417 and clause 54.04-4.

Solar access to existing north-facing habitable room windows on lots which are not beneficiaries of this restriction is not dealt with by this building envelope except where annotated on the building envelope plan.

1.9 Daylight to existing habitable room windows (regulation 416 and clause 54.04-3)

The provision of daylight to existing habitable room windows must be in accordance with regulation 416 (Daylight to existing habitable room windows) in Part 4 of the Regulations and clause 54.04-3 in the Scheme, except as specified below.

For the purposes of regulation 416 and clause 54.04-3, clear to the sky means an unroofed area, an area roofed with a material that transmits at least 90 per cent of light or an area roofed with eaves, fascias and gutters not exceeding 300 millimetres in total width.

Daylight to existing habitable room windows on lots that are not beneficiaries of this restriction are not dealt with by this building envelope except where annotated on the building envelope plan.

1.10 Overshadowing of recreational private open space (regulation 418 and clause 54.04-5)

Any overshadowing of recreational private open space must be in accordance with regulation 418 (Overshadowing of recreational private open space) in Part 4 of the Regulations and clause 54.04-5 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

Where sunlight to the secluded private open space of an existing dwelling is reduced, at least 25 square metres with a minimum dimension of 3 metres of secluded private open space should receive a minimum of 5 hours of sunlight between 9 am and 3 pm on 22 September. The 25 square metres minimum area with a minimum dimension of 3 metres can be measured in different locations during the day provided the area is always secluded private open space.

Overshadowing by buildings and fences of lots which are not beneficiaries of this restriction is not dealt with by this building envelope except where annotated on the building envelope plan.



1.11 Overlooking (regulation 419 and clause 54.04-6)

Any overlooking of a habitable room window or secluded private open space of an existing dwelling on an adjoining lot must be in accordance with regulation 419 (Overlooking) in Part 4 of the Regulations and clause 54.04-6 in the Scheme, except as varied as a consequence of other restrictions in this MCP.

This requirement applies to any habitable room window, balcony, terrace, deck or patio of a dwelling on a lot within the specified overlooking control area (as indicated in the relevant height and setback profiles), that has direct views into an adjoining lot.

Overlooking of lots which are not beneficiaries of this restriction is not dealt with by this building envelope except where annotated on the building envelope plan.

1.12 Design detail (clause 54.06-1)

Design detail must be in accordance with clause 54.06-1 (Design detail) in the Scheme, except as specified below.

1.12.1 Multiple storeys

A building on a lot marked with a 'M' must have at least two storeys above natural ground level.

1.12.2 Entry / front façade

Where a dwelling is 13 metres wide or greater at least one of the following requirements must be met:

- the front façade must be articulated with a set back in the front wall of at least 840 millimetres (in addition to any set back of a garage);
- a portico or verandah with a minimum area of 10 square metres and a minimum depth of 1.5 metres; and
- a verandah for the full length of the frontage of the dwelling (excluding the garage).

An entry recess will not be considered an articulation in the façade.

The front façade of a dwelling must contain windows.

1.12.3 Roofs

A pitched roof of a dwelling visible from the street or public open space must have a minimum pitch of 22.5 degrees unless it is a skillion or curved roof.

Galvanised or zinc finishes or fibre cement roofing materials are prohibited.



1.12.4 External walls

A parapet wall on a side of a dwelling must return around the front of the dwelling at least 480 millimetres. Where a side parapet wall is continuous with a parapet wall on the front of a dwelling, the side parapet must match the front parapet detailing.

Unpainted fibre cement and galvanised iron are prohibited.

Reflective glass and leadlight contained in external windows and doors visible from a street and / or public reserve are prohibited.

An external wall built on a boundary must be of a quality of construction, finish and cleaned to match the external walls of the dwelling.

1.12.5 Corner lots

A dwelling on a corner lot must be designed to address (at each level) both the front and side street or public open space.

The materials and colours of a façade facing the side street of a dwelling on a corner lot must match the front façade materials and colours.

The façade of a dwelling facing a side street on a corner lot must contain windows at each level. Blank walls facing a side street are prohibited.

Windows that are readily visible from the street (for example, windows on the front elevation, ground floor windows forward of the corner fence and upper storey windows) must be consistent in style and proportion. As a minimum, these windows must be within 8 metres of the front boundary with a maximum sill height of 1.25 metres above finished floor level.

1.12.6 Garages

A dwelling on a lot must provide either:

- a double garage attached to the dwelling, providing for two cars side by side, which must not exceed 7 metres in width, measured as the internal clear width plus external wall; or
- a single garage attached to the dwelling, providing for one car or two cars in tandem, which must be of a width between 3.5 metres and 4 metres measured internally.

A garage with access facing the rear boundary of a lot can be detached from the dwelling.



A garage must be built at the same time as the dwelling.

Carports are prohibited.

A single garage, additional to a double garage, is prohibited except on a lot with a minimum 20 metres frontage. The additional garage must be constructed at the same time as the dwelling and must include:

- a minimum set back of its front wall / door of 840 millimetres from the front wall / door of the double garage door; and
- a maximum width of 4 metres externally.

1.13 Fencing (regulations 424 to 430 and clause 54.06-2)

All fences must be in accordance with regulations 424 to 430 in part 4 of the Regulations and clause 54.06-2 in the Scheme, except as specified below.

Some side and rear fencing may be provided to specific lots by Stockland. These fences must not be removed without written approval from Stockland. Where Stockland does not provide fencing, fencing plans must be submitted to Stockland as part of the design approval process.

1.13.1 Front fencing

A front fence or retaining wall must:

- complement the style and colour scheme of the dwelling;
- not exceed 1 metre in height;
- return along both side boundaries at 90 degrees to connect back to the side fences and / or walls;
- be constructed of timber, steel or aluminium pickets and / or masonry, brick and stone;
- be at least 50 per cent transparent.

Chain mesh and chain link fencing systems are prohibited.

1.13.2 Side and rear fencing not abutting a street or public open space

Side and rear fencing not abutting a road or public open space must be constructed of pre-coated metal sheeting / panels in accordance with the fencing requirements detailed in the Design Essentials provided that:

- it is not more than 1.8 metres in height from the rear boundary to a point at least 2 metres behind the front building line (measured at the perpendicular from the dwelling side wall) and at that point it returns at 90 degrees to the dwelling to connect to the side of the dwelling or garage wall;
 - it is constructed at the same time as the dwelling.
-



On a lot with a side boundary that forms the rear boundary of an adjoining lot, the side fence on that boundary can continue to the front boundary.

1.13.3 Side fencing abutting a local street or public open space

Side boundary fencing (abutting a local street or public open space) must be constructed of pre-coated metal sheeting / panels in accordance with the fencing requirements detailed in the Design Essentials provided that:

- it does not exceed 1.8 metres in height for a maximum 60 per cent of the side street boundary commencing at the rear lot boundary;
- on sloping sites it is appropriately stepped.

1.14 Driveways

A driveway must be constructed within one year of the issuing of the certificate of occupancy for the dwelling.

A driveway must allow for a minimum offset of 0.5 metre from the nearest side boundary to allow for the establishment of a landscape garden along that side boundary.

A driveway must taper to align with the location and extent of the crossover provided to the lot.

A driveway must be constructed from one of the following materials:

- stamped or patterned coloured concrete;
- brick, slate or natural stone pavers;
- exposed aggregate coloured concrete;

Plain concrete driveways (in light-grey 'standard' concrete) are prohibited.

1.15 Front Garden

Your front garden must be completed within one year of the issuing of the certificate of occupancy for the dwelling.

1.16 Clothes drying and airing facilities, rainwater tanks, cooling and heating plant, solar pool heating coils, aerials or satellite dishes and similar service facilities

A clothes drying or airing facility, rainwater tank, cooling or heating plant, solar pool heating coil, aerial or satellite dish and similar service facilities except solar panels, visible from any street or public open space are prohibited.

Galvanised or zinc finishes on water tanks are prohibited.



1.17 One dwelling on a lot

Except for lots marked with a 'D' on the building envelope plan, one dwelling only may be constructed on the lot.

1.18 Approval of dwelling design

The design of a dwelling to be built on any lot on the plan of subdivision must be approved by Stockland prior to making formal application for a building permit in accordance with the Design Essentials.

2 Notes on this MCP

- 2.1 In the case of conflict between the plan and these written notations, the specifications in the written notations prevail.
- 2.2 Ground level after engineering works associated with subdivision is to be regarded as natural ground level.
- 2.3 Buildings must not cover registered easements unless approved by the relevant authority.
- 2.4 Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision. Regulation 406 in Part 4 of the Regulations and clause 56.04-2 in the Scheme, apply to each edge lot irrespective of Section 1 of this MCP.
- 2.5 Stockland provides each lot with a single crossover. Relocation of crossovers is only permitted with prior approval from Stockland and the City of Whittlesea. Relocated crossovers must be constructed at the lot owners expense in accordance with the City of Whittlesea specifications and be of the same finish as that originally provided by Stockland. The existing crossover must be removed and the verge, kerb and footpath constructed to the same standard as the adjoining verge, kerb and footpath at the expense of the lot owner.

3 General definitions

In this MCP:

- (1) **approved building envelope** means the building envelope shown for a particular lot in the Building Envelope Plan and has the same meaning as in regulation 406 of the Regulations;
 - (2) **building** has the same meaning as in the Building Act;
 - (3) **Building Act** means the act of the Victorian Parliament known as the *Building Act* 1993 and any re-enactment or replacement of that act;
-



-
- (4) **building envelope** means an area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed and garage is allowed subject to the particular provisions of this document, and the Scheme;
- (5) **building envelope plan** means the plan which is attached to this MCP and which shows the Approved Building Envelopes, certain setbacks and other related matters for the lots within the Plan of Subdivision;
- (6) **building permit** means a building permit in terms of the Building Act;
- (7) **clear to the sky** has the same meaning as in the Regulations;
- (8) **control** includes a restriction in terms of the *Subdivision Act* 1988, an agreement under section 173 of the *Planning and Environment Act* 1987 (**PE Act**), a provision of an Act (other than the Building Act), a regulation (other than the Building Regulations), a requirement of a referral authority (in terms of section 55 of the PE Act) or an order of a Court or tribunal, which relates to the siting of a Building;
- (9) **corner lot** means a lot with a corner where each boundary connects to a street or public open space;
- (10) **Design Essentials** means the Eucalypt: Gateway Design Essentials Requirements prepared by Stockland, as amended from time to time;
- (11) **dwelling** has the same meaning as in the Scheme;
- (12) **frontage** has the same meaning as in the Scheme;
- (13) **front garden** includes any area between the building line and the front boundary of a lot and side street boundary or boundary abutting public open space of a corner lot that is visible from a street;
- (14) **habitable room** has the same meaning as in the Scheme;
- (15) **height** has the same meaning as in the Regulations;
- (16) **lot** has the same meaning as in the Building Act;
- (17) **MCP** means this memorandum of common provisions;
- (18) **north** (true north) has the same meaning as in the Regulations;
-



-
- (19) **on the boundary** means a setback of up to 150 millimetres from the lot / property boundary is deemed to be on the boundary;
- (20) **plan of subdivision** means plan of subdivision number PS714626A;
- (21) **private open space** has the same meaning as in the Regulations;
- (22) **raised open space** has the same meaning as in the Regulations;
- (23) **recreational private open space** has the same meaning as in the Regulations;
- (24) **Regulations** means the *Building Regulations 2006* or any subsequent regulations made pursuant to the Building Act which relate the siting of a Building;
- (25) **Scheme** means the Whittlesea Planning Scheme;
- (26) **secluded private open space** has the same meaning as in the Regulations;
- (27) **setback** has the same meaning as in the Regulations;
- (28) **side boundary** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot;
- (29) **single dwelling** has the same meaning as in the Regulations;
- (30) **site coverage** has the same meaning as in the Regulations;
- (31) **storey** has the same meaning as in the Scheme;
- (32) **Stockland** means Stockland Developments Pty Ltd;
- (33) **street**, for the purposes of determining street setbacks, means any road other than a footway or carriageway easement; and
- (34) **window** has the same meaning as in the Regulations.
-

4 Diagrams and plans

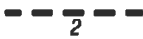


4.1 Explanation of symbols and terms in diagrams and plans

AA2090

31/10/2012 \$55.10 MCP



NOTATIONS

SP-A-1	Building envelope profile (refer 4.2 and 4.3 following) to be applied to the particular boundary (refer plans in 4.5).
SP-B-1	
SP-D-1	
RP-A-1	Note the frontage setback and easement width is designated on the plan.
4	Frontage setback
	2 metres wide easement
	3 metres wide easement
2626	Lot number
	Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Stockland and the City of Whittlesea).

PARTICULAR LOT REQUIREMENTS FOR LOTS 2625 TO 2630 AND 2635 TO 2643 OF STAGE 26B

18

Detailed design of roads, crossovers and footpaths is provided in the relevant Engineering Plans.

Additional easements may be required subject to detailed engineering assessment.

Detailed design of landscape works is provided in the relevant Landscape Plans.

All details subject to approval by the City of Whittlesea.

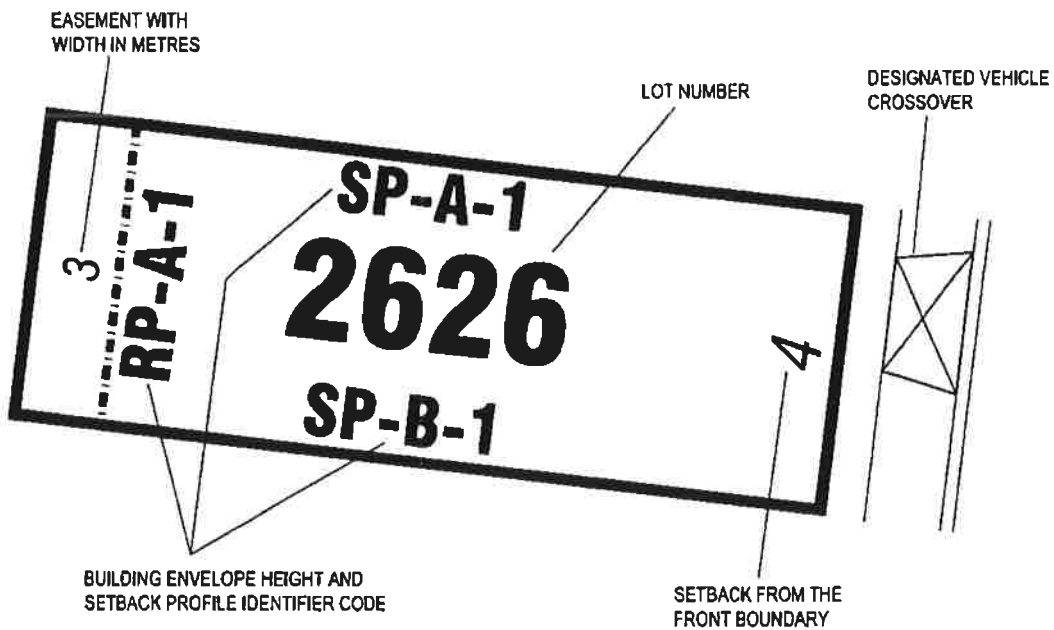
4.2

Diagrams illustrating the interpretation of the building envelope and the annotation with respect to all edge lots in this stage development

THE BUILDING ENVELOPES ON ALL LOTS LOCATED ON THE BOUNDARY OF THIS DEVELOPMENT STAGE (EDGE LOTS) ARE ENDORSED BY THE CITY OF WHITTLESEA AS APPROVED BUILDING ENVELOPES.

AA2090

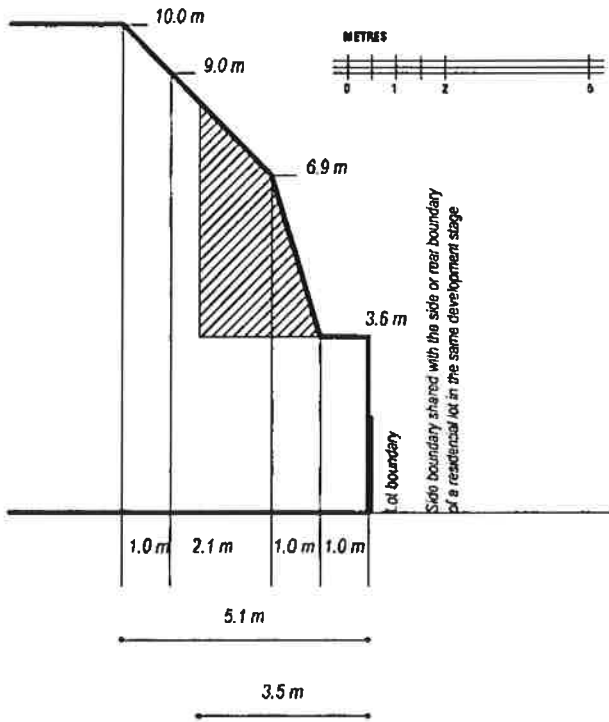
31/10/2012 \$55.10 MCP



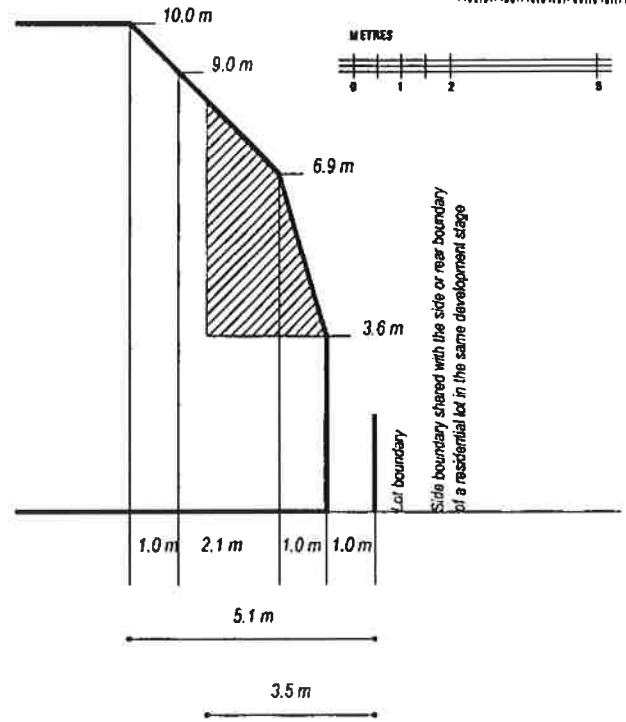


4.3 Profiles referenced in the building envelope plan

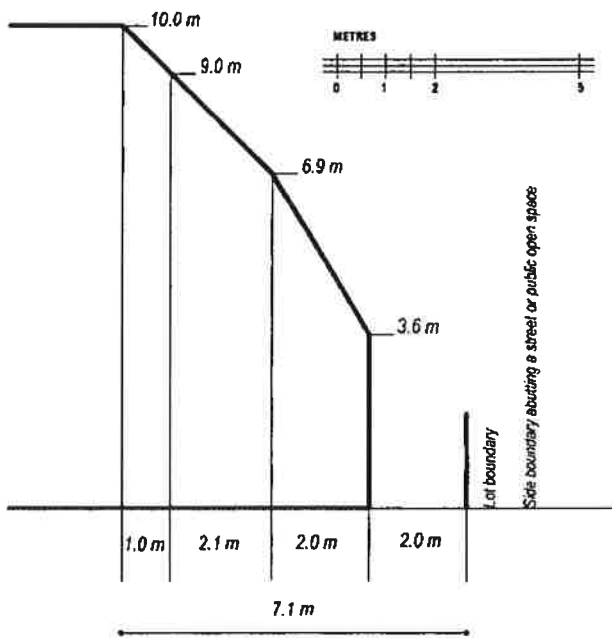
SP-A-1



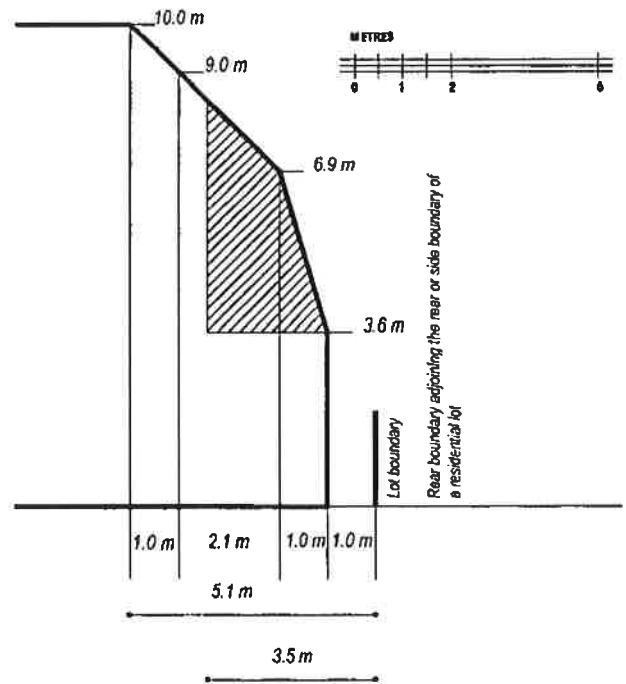
SP-B-1



SP-D-1



RP-A-1



EASEMENT REQUIREMENT

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL/ BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

m METRES

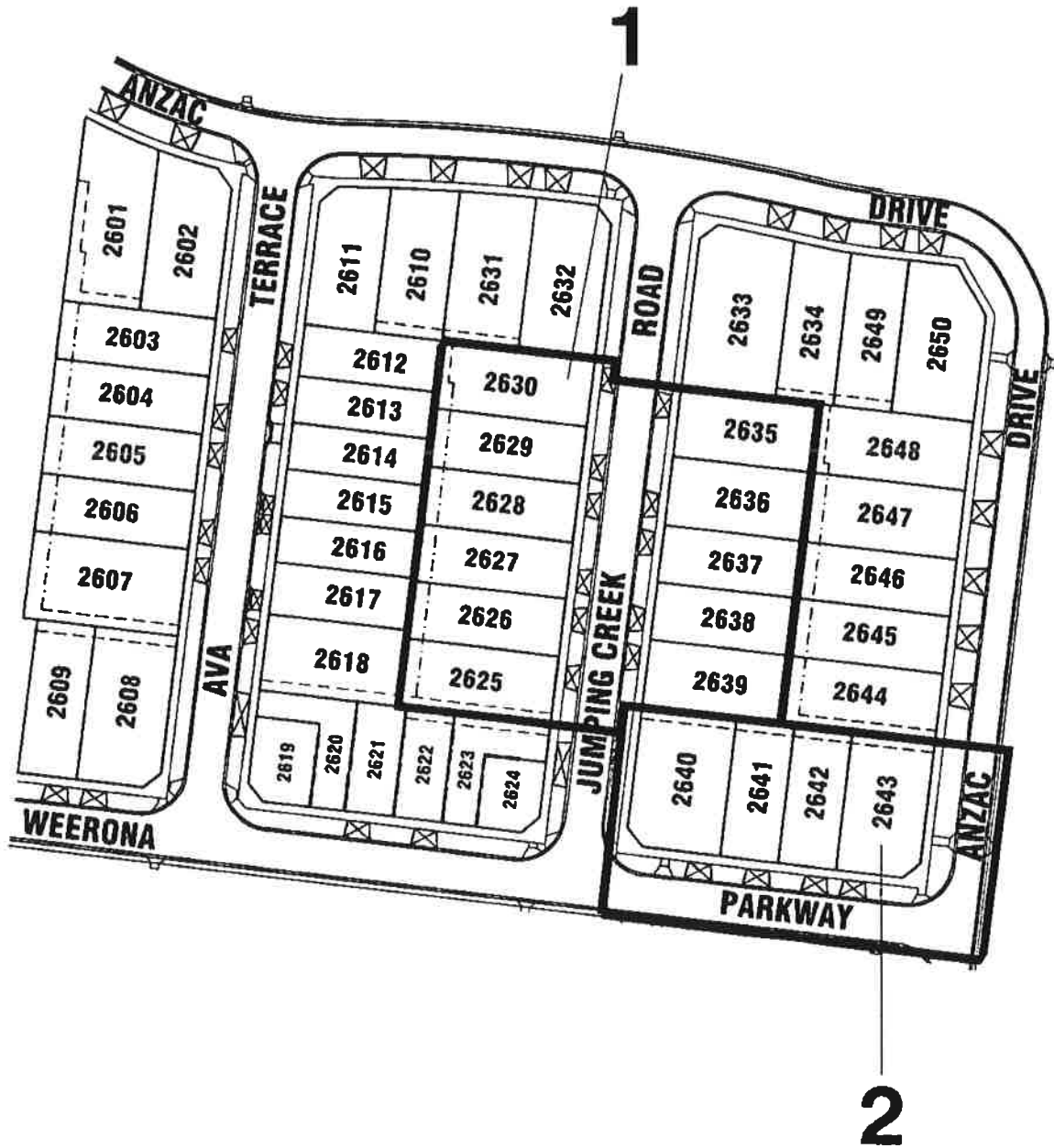


OVERLOOKING CONTROL AREA
(refer 'Overlooking' in text)

4.4 Plan of subdivision showing key to sheets

AA2090

31/10/2012 \$55.10 MCP



KEY TO SHEETS

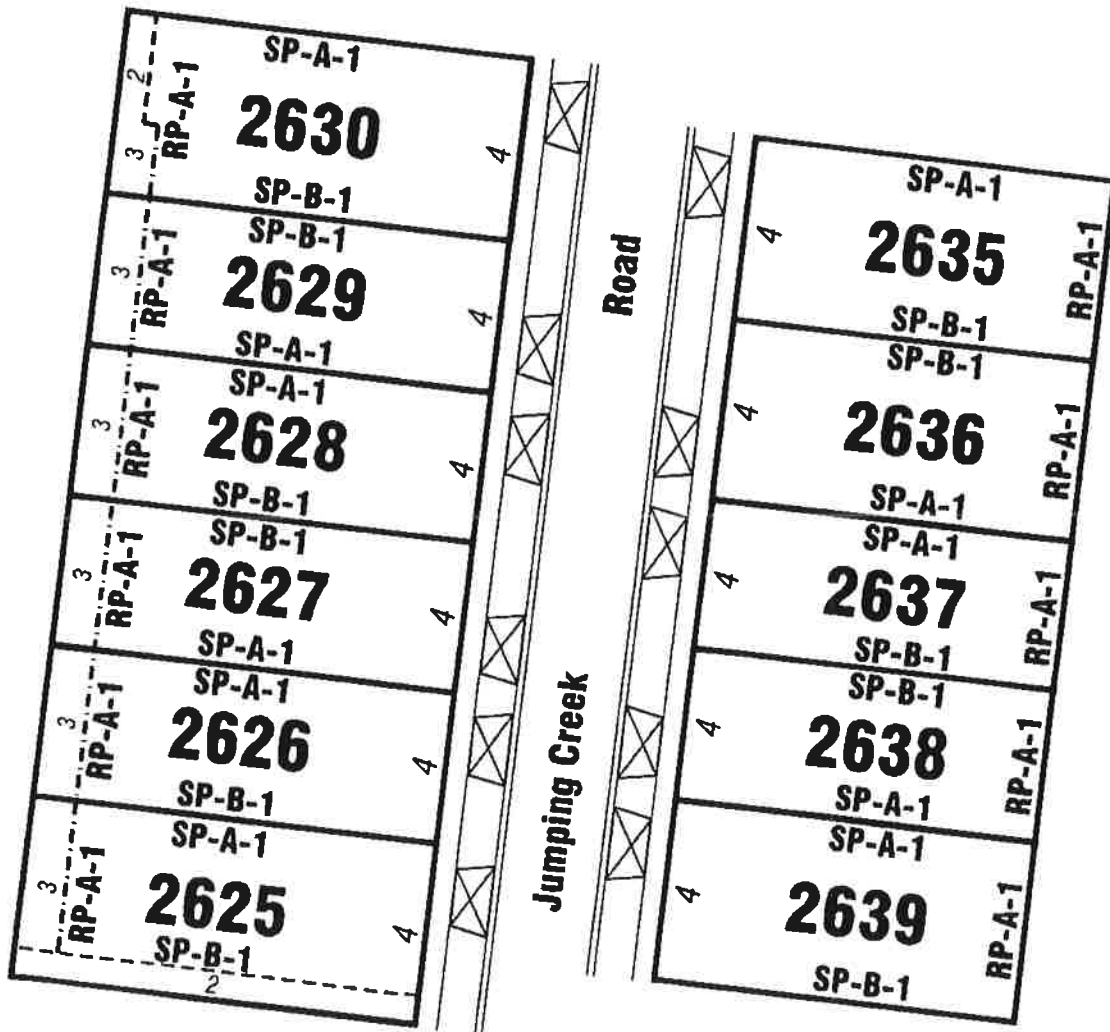
4.5 Plan of subdivision showing building envelope height and setback profile identifier code

AA2090

31/10/2012

\$55.10

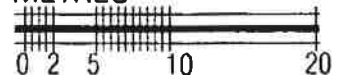
MCP



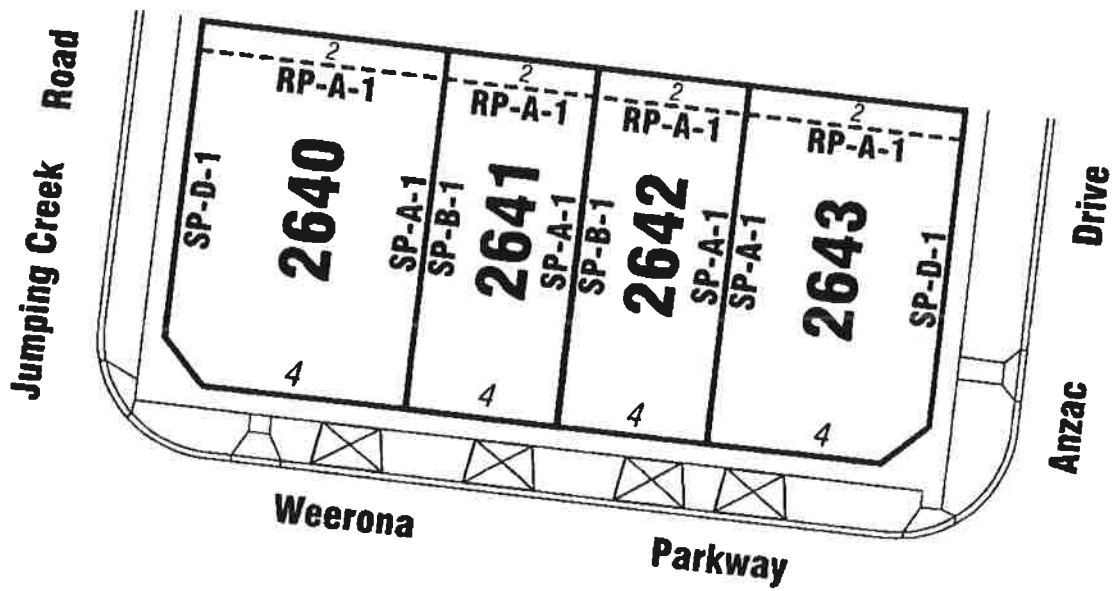
SHEET 1



METRES



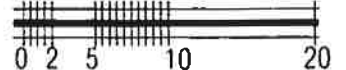
All dimensions are shown in metres



SHEET 2



METRES



All dimensions are shown in metres

From www.planning.vic.gov.au at 17 January 2023 11:56 AM

PROPERTY DETAILS

Address: **34 ANZAC DRIVE WOLLERT 3750**
 Lot and Plan Number: **Lot 2647 PS714626**
 Standard Parcel Identifier (SPI): **2647\PS714626**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **864561**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 182 F2**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **MILL PARK**

OTHER

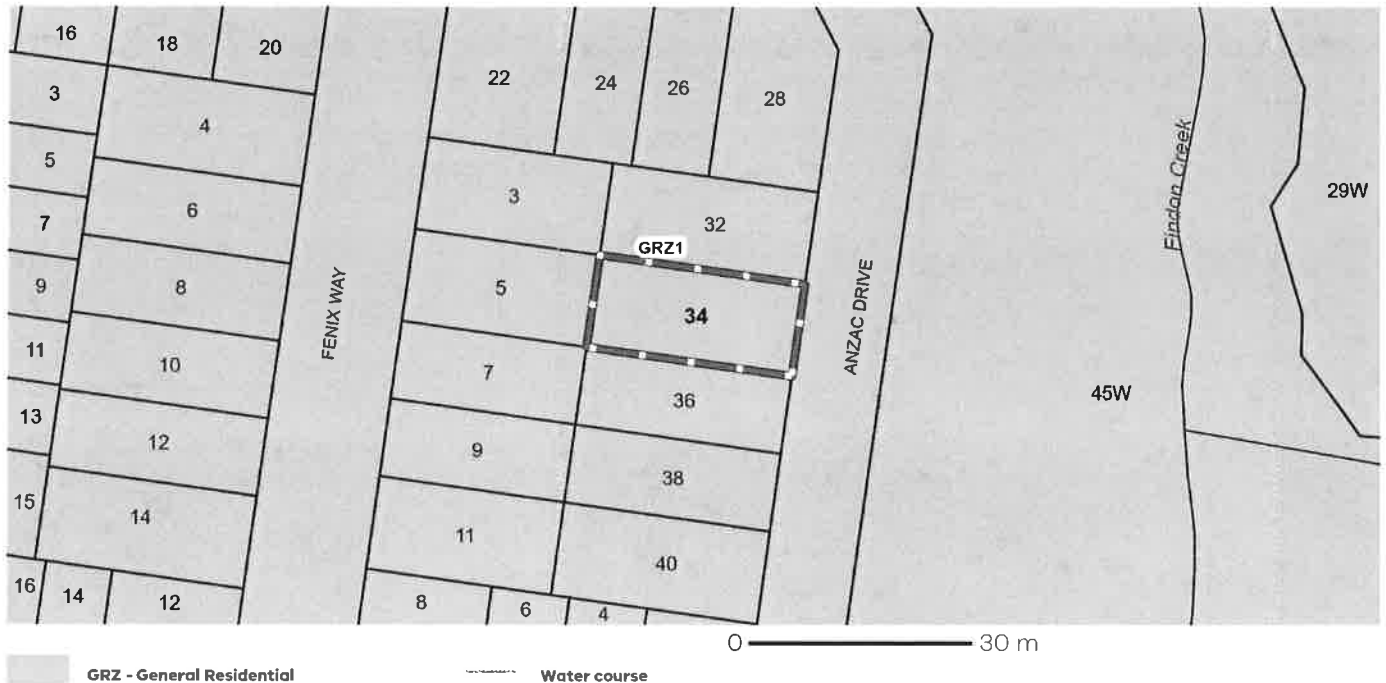
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)



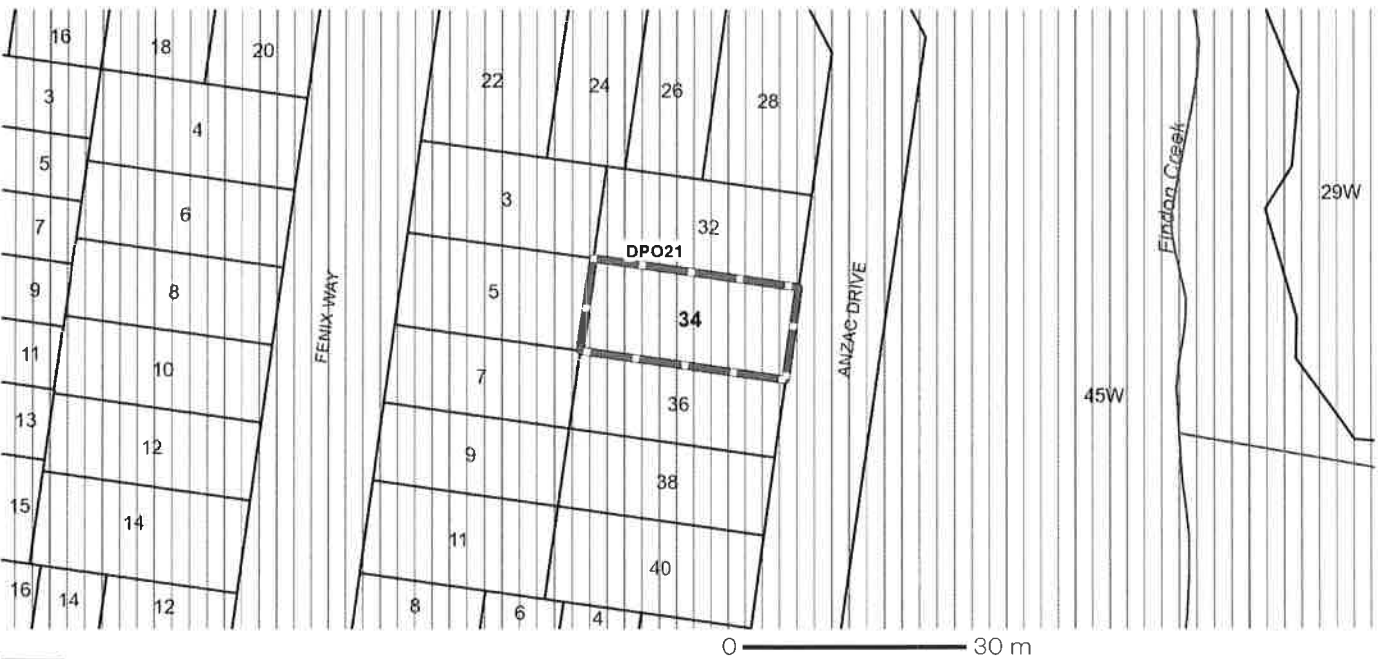
DCPO - Development Contributions Plan Overlay

Water course

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



DPO - Development Plan Overlay

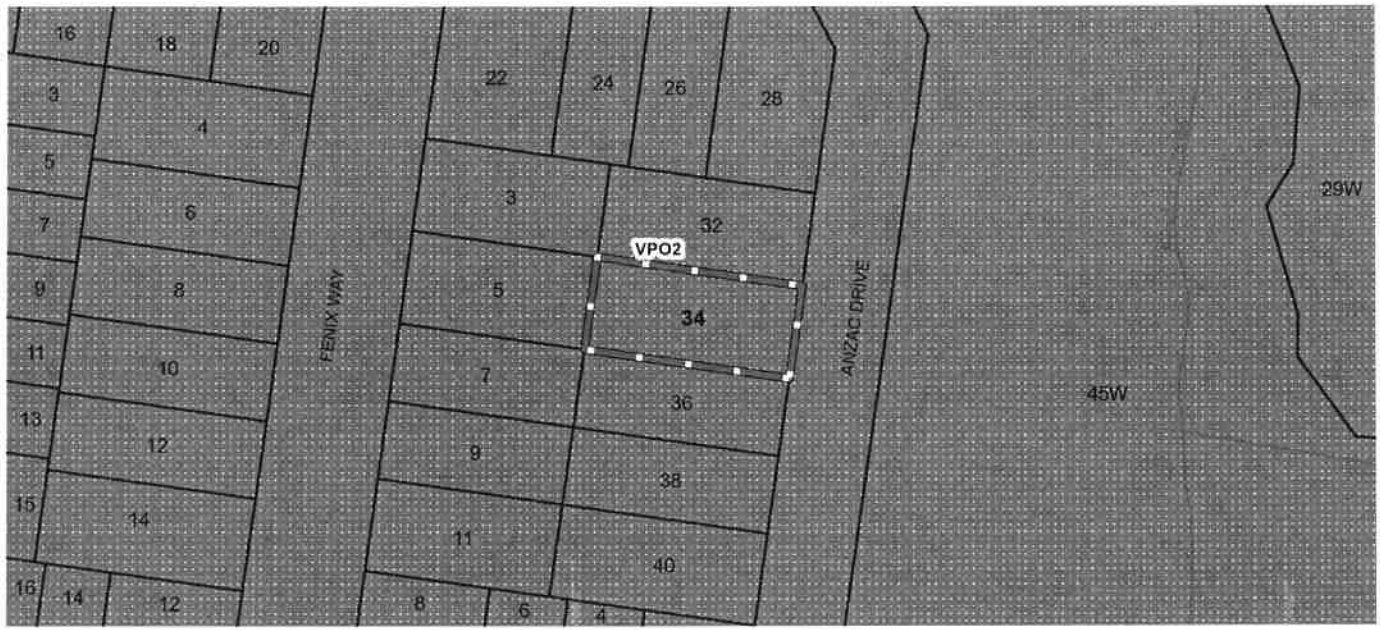
Water course

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

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



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

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

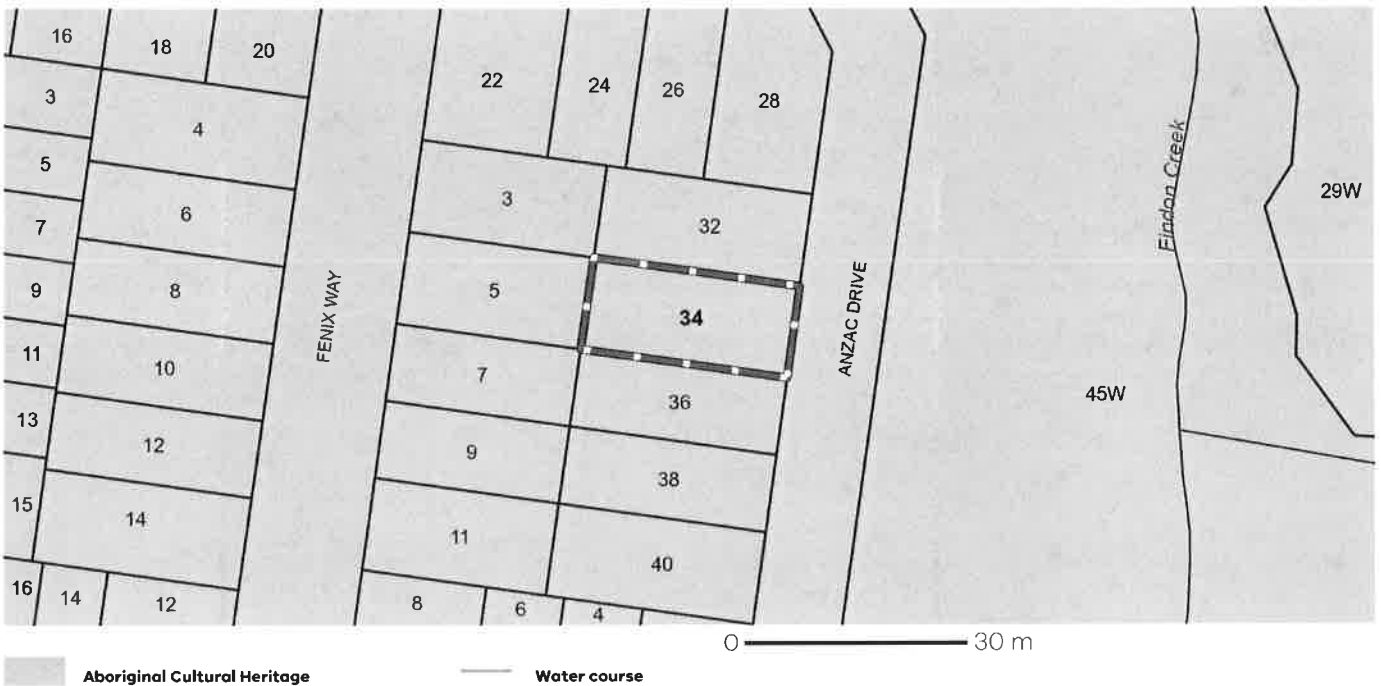
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 11 January 2023.

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.maps.vic.gov.au/vicolan>

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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

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



City of Whittlesea

Locked Bag 1, Bundoora 3083
ABN 72 431 091 058

Valuations and Rates Notice

For the period 1 July 2022 to 30 June 2023

☎ NRS 133 677 (ask for (03) 9217 2170)

☎ Phone (03) 9217 2170

Email info@whittlesea.vic.gov.au

Terms and Conditions apply



Mr C R Meath & Mrs L E Meath
34 Anzac Dr
WOLLERT VIC 3750

Issue Date 28/07/2022

Assessment Number
0864561



029
1061059
R14_14701



For emailed notices register at
whittlesea.enotices.com.au
Reference No: B8DEE0601T

Property Details 34 Anzac Drive WOLLERT VIC 3750
LOT 2647 PS 714626A

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$310,000	\$600,000	\$30,000
Level of value date 01/01/2022	Valuation operative date 01/07/2022	
AVPCC 110 Detached Dwelling		

INSTALMENT 1

~~\$444.15~~

Due By 30/09/2022

INSTALMENT 2

~~\$439.00~~

Due By 30/11/2022

INSTALMENT 3

\$439.00

Due By 28/02/2023

INSTALMENT 4

\$439.00

Due By 31/05/2023

Council rates and charges

Balance Brought Forward	\$3.34
General rate 30,000 x 0.04637267	\$1,391.18
Food/Green waste bin charge 1 x 87.63	\$87.63
Fire services charge (Res) 1 x 117.00	\$117.00
Fire services levy (Res) 600,000 x 0.00005300	\$31.80
Waste Service Charge (Res/Rural) 1 x 130.20	\$130.20
Total	\$1,761.15

If Instalment 1 is not paid by 30/09/2022, your account will change to the lump sum option shown below

LUMP SUM

\$1,761.15

Due By 15/02/2023

Payments received after 26 July 2022 may not be included on this notice

Where to pay

www.whittlesea.vic.gov.au



Biller Code: 5157

Ref: 0864561

BPAY™ this payment via internet or phone banking.

BPAY View™ - View and pay this bill using internet banking

BPAY View Registration No.: 0864561



Billpay Code: 0350

Ref: 8645616

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au

Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.

Phone 1300 301 185



Council Offices

Cash, Cheque or EFTPOS
Hours - 8.30am to 5.00 pm Mon. to Fri.
(except public holidays).



*350 8645619



*350 8645619



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

17th January 2023

Tara
Sargeants Wallan

Dear Tara,

RE: Application for Water Information Statement

Property Address:	34 ANZAC DRIVE WOLLERT 3750
Applicant	Tara Sargeants Wallan
Information Statement	30744575
Conveyancing Account Number	4900680000
Your Reference	23/7689

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
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yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	34 ANZAC DRIVE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

This Property is a part of a development that is serviced by private water infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connection to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service up and including the development main meter at the parent property boundary. Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER
ABN 93 066 992 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	34 ANZAC DRIVE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

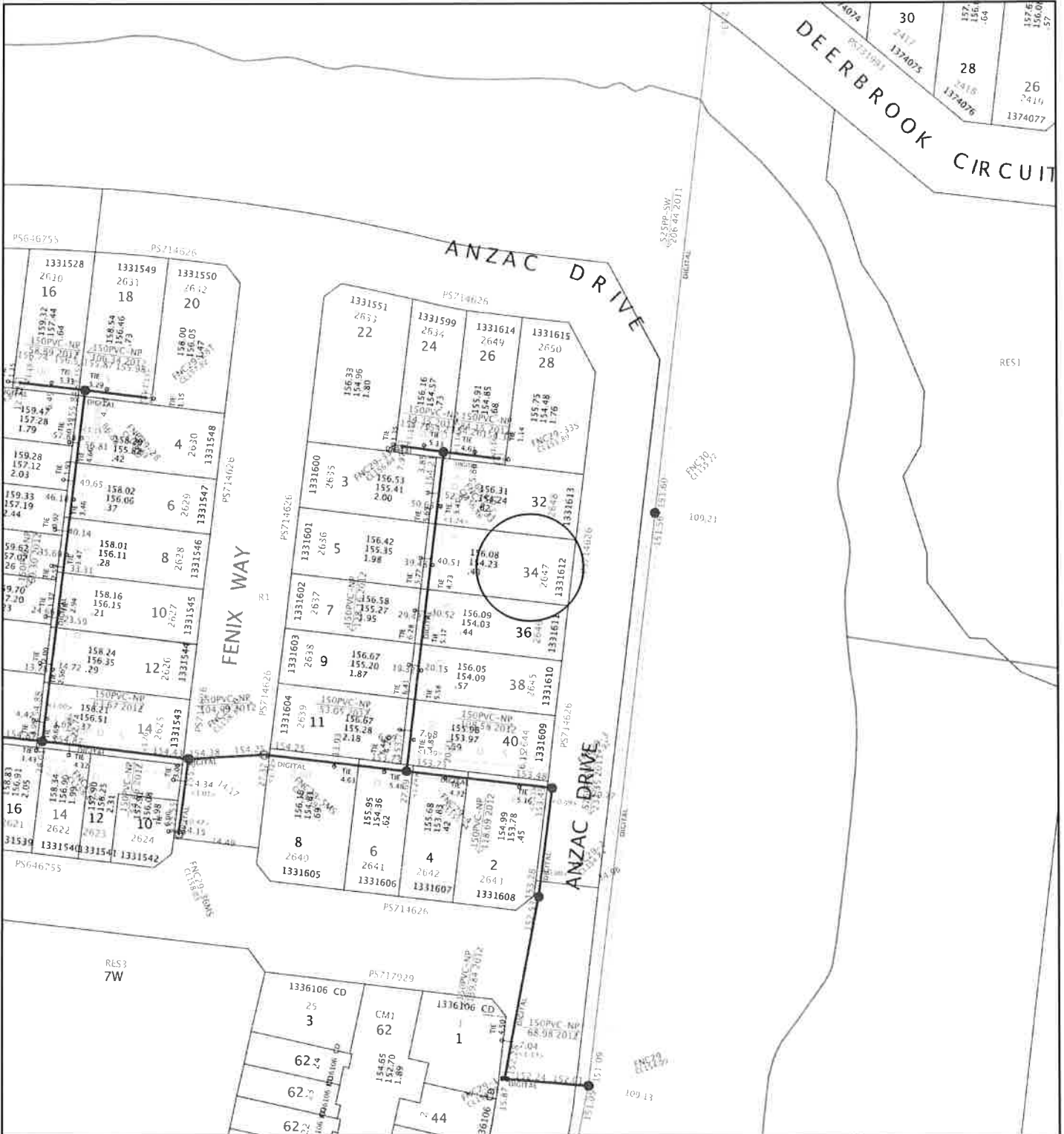
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.
















Yarra Valley Water Information Statement Number: 30744575	Address	34 ANZAC DRIVE WOLLERT 3750
	Date	17/01/2023
	Scale	1:1000



Yarra Valley Water
 ABN 93 066 902 501



Existing Title		Access Point Number	GLV2-42	
Proposed Title		Sewer Manhole		
Easement		Sewer Pipe Flow		
Existing Sewer		Sewer Offset		
Abandoned Sewer		Sewer Branch		

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

15th October 2013

Application ID: 117354

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
Supply 20mm Drinking Water Meter	1
20mm New Estate Drinking Water Connection	1
Supply 20mm Recycled Water Meter	1
20mm New Estate Recycled Water Connection	1

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake must be done by a Licensed Plumber, engaged by you, at your cost. It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Plumbing Industry Commission.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

If your property is subject to flooding you should contact Melbourne Water to confirm any actual recorded flood level and assess this information for any impact to the proposed development.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The pressure in this area is above 500kPa or will increase above 500kPa in the future. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products must be arranged by contacting the easyACCESS outlet where the application was made.

Work is to be carried out in accordance with the Water Metering & Servicing Guidelines available on our website.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

RECYCLED WATER

Supplementary Conditions of Connection for Class A Recycled Water

IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

Recycled Water Supply

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

1) Environment Improvement Plan (EIP)

a) Non-Residential only

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Manager, Treatment Plant Planning on **9872 2557**.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

2) Recycled Water Plumbing

a) Toilet cisterns

1. All toilet cisterns must be connected to the Class A Recycled Water Supply
2. Rainwater can be used for flushing toilets via a rainwater tank provided Class A Recycled Water is the backup supply via an automatic change-over device with appropriate

backflow prevention. Under no circumstances can Class A Recycled Water be added directly to the tank

b) External Taps – Residential

1. An external recycled water tap must be installed to service the front of the property
 - (1) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The taps can be relocated by the private plumber if required but not removed. Under no circumstances are the meters to be moved.
 - (2) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (3) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

2. An external recycled water tap must be installed to service the rear of the property
 - (1) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
 - (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.

3. All external recycled water taps must have the following features:
 - (1) The whole body of the tap and handle must be coloured purple
 - (2) Tap to be the jumper valve type
 - (3) Tap handle must be the removable type
 - (4) Standard thread on tap outlet for garden hose bib
 - (5) Tap inlet to have 5/8" right hand thread

4. At least one external drinking water tap must be provided to service the property, located at the front
 - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
 - (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances are the meters to be moved.
 - (3) The private plumber is required to provide an external drinking water tap with atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.

5. Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

c) External Taps – Non-Residential

1. External recycled water taps may be installed to service the front and/or rear areas of the property

2. All external recycled water taps must comply with the features detailed in section 2(b)(3)

3. For educational & public buildings/areas, schools, kindergartens, health care centres
 - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
4. At least one external drinking water tap must be provided to service the property
 - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

d) Laundry Use

1. A recycled water washing machine tap must be installed in the laundry
2. All recycled water washing machine tap kits must have the following features:
 - (1) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water)
 - (2) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water)
 - (3) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
 - (4) 5/8" Male lugged elbow
 - (5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

e) Irrigation Systems

1. Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

f) Prohibition Signs

1. A recycled water prohibition sign with the words "**Do Not Drink**" and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

3) Uses of Recycled Water

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)

Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)
Fire sprinkler systems	NO (X)

4) Plumbing Standards

- a) All recycled water plumbing works are to be carried out in accordance with:
- (1) AS/NZS 3500
 - (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Plumbing Industry Commission and Water Authorities). A copy of this guide is available at the PIC website www.pic.vic.gov.au
 - (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au
 - (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

5) Inspections For Recycled Water Plumbing Works

a) Residential

1. The plumber is required to contact the Plumbing Industry Commission (PIC) on **8792 8221** or electronically via the PIC's E-Toolbox to request mandatory inspections for recycled water plumbing works as follows:
 - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
 - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
 - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Failure to book inspections may result in termination of supply until these Conditions are met
3. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected
4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection

5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date
 - (1) Inspections can be booked from the following business day onwards depending on availability
 - (2) The latest time an inspection can be booked for is 4pm

6. Stage 2 (R2) and Stage 3 (R3) Inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
 - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
 - (2) Properties using a straight piece will not pass these inspections
 - (3) Stolen meters must be reported by calling Yarra Valley Water on **13 2762** (24 hrs)

b) Non-Residential

1. The plumber is required to contact Yarra Valley Water directly (not the PIC) on **9872 1414** to request mandatory inspections for recycled water plumbing works as follows:
 - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
 - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
 - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)

2. Irrigation Systems must be verified at each of the following stages:
 - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
 - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)

3. Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible
 - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

4. Inspections can be booked from the following business day onwards depending on availability
 - (1) The latest time an inspection can be booked for is 4pm

5. Failure to book inspections may result in termination of supply until these Conditions are met

6) Tappings

a) Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
 - (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee

2. In the case of unit developments, please refer to section 6(b)

b) Non-Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
 - (1) The private plumber will be required to book the two tapplings at the same time and pay the relevant tapping fee
2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
 - (1) The drinking water property service pipe is to be PE pipe and must be water marked
 - (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
 - (3) PE pipe must not form any part of the water meter assembly
 - (4) Any 25mm installation must be fitted with a right-angle ball valve
 - (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from www.yvw.com.au
 - (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided
3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation
4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit
5. The relevant Road Opening Permit must be obtained from the relevant Authority before commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit
6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

7) Locked Box

- a) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
 1. The locked box can only be removed by a PIC Inspector after the commissioning has been successfully completed
 - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated

2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
 - (1) Such interconnection is to be above ground and clearly visible
 - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

8) Meter Assemblies & Positioning

- a) Recycled water meters are to be positioned to the left of the drinking water meter assembly
- b) The water meter assemblies **cannot be moved** by the private plumber
 1. Residential:
 - (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
 - (2) The private plumber can request the meters to be moved at the time of the tapping
 - (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
 - (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated
 2. Non-Residential:
 - (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid
- c) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering
- d) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water

9) Stolen Meters

- a) Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed

10) Owner's Responsibility

- a) It is the owner/s responsibility to carry out the following:
 1. Educate children and visitors to the property about the permitted uses of Class A recycled water
 2. Remove the handle from the recycled water taps when not in use

3. Ensure that all recycled water prohibition signs are visible and legible at all times
 4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use
- b) For Irrigation Systems:
- (1) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
 - (2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
 - (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
 - (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
 - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's '*End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)*', which can be downloaded at www.yvw.com.au
 - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- c) The conditions detailed in this document are binding on subsequent owners of this recycled water property

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent

that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

3rd July 2013

Application ID: 106810

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	1331612

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake must be done by a Licensed Plumber, engaged by you, at your cost. It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Plumbing Industry Commission.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

If your property is subject to flooding you should contact Melbourne Water to confirm any actual recorded flood level and assess this information for any impact to the proposed development.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

RECYCLED WATER

Supplementary Conditions of Connection for Class A Recycled Water

IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

Recycled Water Supply

In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

1) Environment Improvement Plan (EIP)

a) Non-Residential only

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Manager, Treatment Plant Planning on **9872 1525**.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

2) Recycled Water Plumbing

a) Toilet cisterns

1. All toilet cisterns must be connected to the Class A Recycled Water Supply
2. Rainwater tank plumbing shall not be connected to recycled water plumbing in any circumstances.

b) External Taps – Residential

1. An external recycled water tap must be installed to service the front of the property
 - (1) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The taps can be relocated by the private plumber if required but not removed. Under no circumstances are the meters to be moved.
 - (2) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.
 - (3) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
2. An external recycled water tap must be installed to service the rear of the property

- (1) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.
 - (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
3. All external recycled water taps must have the following features:
 - (1) The whole body of the tap and handle must be coloured purple
 - (2) Tap to be the jumper valve type
 - (3) Tap handle must be the removable type
 - (4) Standard thread on tap outlet for garden hose bib
 - (5) Tap inlet to have 5/8" right hand thread
 4. At least one external drinking water tap must be provided to service the property, located at the front
 - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
 - (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances are the meters to be moved.
 - (3) The private plumber is required to provide an external drinking water tap with atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.
 5. Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.
- c) External Taps – Non-Residential**
1. External recycled water taps may be installed to service the front and/or rear areas of the property
 2. All external recycled water taps must comply with the features detailed in section 2(b)(3)
 3. For educational & public buildings/areas, schools, kindergartens, health care centres
 - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
 4. At least one external drinking water tap must be provided to service the property
 - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
- d) Laundry Use**
1. A recycled water washing machine tap must be installed in the laundry
 2. All recycled water washing machine tap kits must have the following features:
 - (1) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water)
 - (2) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water)
 - (3) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet

- (4) 5/8" Male lugged elbow
- (5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

e) Irrigation Systems

1. Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

f) Prohibition Signs

1. A recycled water prohibition sign with the words "**Do Not Drink**" and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

3) Uses of Recycled Water

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)
Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)
Fire sprinkler systems	NO (X)

4) Plumbing Standards

- a) All recycled water plumbing works are to be carried out in accordance with:

- (1) AS/NZS 3500
- (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Plumbing Industry Commission and Water Authorities). A copy of this guide is available at the PIC website www.pic.vic.gov.au
- (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au
- (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

5) Inspections For Recycled Water Plumbing Works

a) Residential

1. The plumber is required to contact the Plumbing Industry Commission (PIC) on **8792 8221** or electronically via the PIC's E-Toolbox to request mandatory inspections for recycled water plumbing works as follows:
 - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
 - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
 - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Failure to book inspections may result in termination of supply until these Conditions are met
3. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected
4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection
5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date
 - (1) Inspections can be booked from the following business day onwards depending on availability
 - (2) The latest time an inspection can be booked for is 4pm
6. Stage 2 (R2) and Stage 3 (R3) Inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
 - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
 - (2) Properties using a straight piece will not pass these inspections
 - (3) Stolen meters must be reported by calling Yarra Valley Water on **13 2762** (24 hrs)

b) Non-Residential

1. The plumber is required to contact Yarra Valley Water directly (not the PIC) on **9872 1414**

to request mandatory inspections for recycled water plumbing works as follows:

- (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
 - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
 - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Irrigation Systems must be verified at each of the following stages:
 - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
 - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)
 3. Where the pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible
 - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection
 4. Inspections can be booked from the following business day onwards depending on availability
 - (1) The latest time an inspection can be booked for is 4pm
 5. Failure to book inspections may result in termination of supply until these Conditions are met

6) Tappings

a) Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
 - (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. In the case of unit developments, please refer to section 6(b)

b) Non-Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
 - (1) The private plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
 - (1) The drinking water property service pipe is to be PE pipe and must be water marked
 - (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
 - (3) PE pipe must not form any part of the water meter assembly

- (4) Any 25mm installation must be fitted with a right-angle ball valve
 - (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from www.yvw.com.au
 - (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided
3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation
 4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit
 5. The relevant Road Opening Permit must be obtained from the relevant Authority before commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit
 6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

7) Locked Box

- a) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
 1. The locked box can only be removed by a PIC Inspector after the commissioning has been successfully completed
 - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated
 2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
 - (1) Such interconnection is to be above ground and clearly visible
 - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

8) Owner's Responsibility

- a) It is the owner/s responsibility to carry out the following:
 1. Educate children and visitors to the property about the permitted uses of Class A recycled water
 2. Remove the handle from the recycled water taps when not in use

3. Ensure that all recycled water prohibition signs are visible and legible at all times
 4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use
- b) For Irrigation Systems:
- (1) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements
 - (2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
 - (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
 - (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
 - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's '*End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)*', which can be downloaded at www.yvw.com.au
 - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- c) The conditions detailed in this document are binding on subsequent owners of this recycled water property

SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to easyACCESS@yvw.com.au or faxed to 9872 1413.

Any unused sewer connection branches at the site must be cut and sealed.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.



YARRA VALLEY WATER
ABN 63 666 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Tara
Sargeants Wallan
office@sargeantswallan.com

RATES CERTIFICATE

Account No: 4564387865
Rate Certificate No: 30744575

Date of Issue: 17/01/2023
Your Ref: 23/7689

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
34 ANZAC DR, WOLLERT VIC 3750	2647\PS714626	5056466	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2023 to 31-03-2023	\$19.47	\$19.47
Residential Water Usage Charge <i>Step 1 – 38.280000kL x \$2.48510000 = \$49.20</i> <i>Step 1 – 0.000000kL x \$2.44510000 = \$45.19</i> <i>Step 2 – 7.720000kL x \$3.16530000 = \$12.64</i> <i>Step 2 – 0.000000kL x \$3.12530000 = \$11.65</i> Estimated Average Daily Usage \$1.36	16-08-2022 to 11-11-2022	\$118.68	\$0.00
Residential Sewer Service Charge	01-01-2023 to 31-03-2023	\$111.22	\$111.22
Residential Sewer Usage Charge <i>50.000000kL x 0.864811 = 43.240557 x 0.900000 =</i> <i>38.916501 x \$1.15400000 = \$44.91</i> Estimated Average Daily Usage \$0.52	16-08-2022 to 11-11-2022	\$44.91	\$0.00
Residential Recycled Water Usage Charge <i>Recycled Water Usage – 4.000000kL x \$1.84890000 = \$7.40</i>	16-08-2022 to 11-11-2022	\$7.40	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-01-2023 to 31-03-2023	\$27.04	\$27.04
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$157.73

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
2A WEERONA PKWY, WOLLERT VIC 3750	B\PS646755	5067510	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Recycled water is available at this property

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5056466

Address: 34 ANZAC DR, WOLLERT VIC 3750

Water Information Statement Number: 30744575

HOW TO PAY



Bill Code: 314567
Ref: 45643878650

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



YARRA VALLEY WATER
ABN 93 066 902 561

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

11th July 2013

Nikkie Pulis
Metricon Homes
care of
permitsgreenfields@metricon.com.au

Dear Nikkie Pulis,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	107287
Property Address	34 ANZAC DRIVE WOLLERT 3750
Service Location ID	5056466

Thank you for your recent application. Based on the information you have supplied, we are pleased to provide you with Build Over conditions for the above property address.

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989. We have placed an encumbrance to this effect on the above property referencing these conditions.

Please note that our imposition of conditions does not affect the rights of any other parties over the area in question.

If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

For more information and full explanations of conditions, please visit our website: www.yvw.com.au/easyaccess.

These conditions are for the structures that you have indicated that are to be constructed, as listed below.

Structures
Brick Fences and Retaining Walls including any interlocking block walls
Excavation & Landscaping

Details of the assets covered by these conditions are shown in the attached asset plans

and sewer depth and offset plan for each asset showing its size and average depth as applicable.

Please refer to the attached Build Over Easement and conditions applicable for each structure relative to asset and or easement on or near your property. The colours on the plans denote the following:

Colour Code	Interpretation	Relevant condition and requirement
Red circled area	Your property's identification on the plan	For information relative to easements and assets
Orange line	Boundary of easement	Generally cannot be built over except as specified below
Red shaded area around assets	Assets and area that cannot be built over	Cannot build within one meter of these assets except if conditions are specified below
Yellow hatched area	Area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater	Cannot be built over except if conditions are specified below
Green highlighted	Asset or easement that can be built over	Build over is subject to conditions below

The last page of these conditions provides a guide on how to interpret these plans and the application of the specific conditions.

If you have any enquiries please email us at easyaccess@yvw.com.au or visit our website yvw.com.au/easyACCESS for further information. Alternatively you can contact us on 1300 651 511.

Yours sincerely,



John Maudsley

Divisional Manager, Development Services

Conditions and definitions that apply under this consent:

Land:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrants that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for

any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.
8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

Specific conditions:

For any brick fences and retaining walls including any interlocking block walls in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'A' or 'D' for this structure.
2. The proposed structure can be built over the sewer asset. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings / foundations must

extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.

6. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
7. Where the structure is required to traverse the sewer main, the following additional conditions apply
8. Pier and beam footings / foundation traversing the sewer main must be a minimum 600 mm away but no further than 1 m
9. Foundations traversing the sewer main must maintain a minimum 600 mm vertical clearance to the sewer main
10. Retaining walls are to traverse the sewer main at a 90 degree angle
11. No additional load to be placed on the sewer

For any brick fences and retaining walls, including any interlocking block walls, in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'A' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance between the proposed works / foundation and the property connection branch.
3. Pad footings / foundations are permitted
4. Where pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
5. Driven piles are not permitted.

For any excavation and landscaping for a residential property in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'A' for this structure.
2. The proposed structure cannot be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works / foundation and the property connection branch.
3. Pad footings / foundations are permitted
4. Where pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
5. Driven piles are not permitted.

For any brick fences and retaining walls including any interlocking block walls in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plans 'D' for this structure.
2. For structures adjacent to the property connection branch the following conditions apply
3. A minimum 600 mm horizontal clearance between the proposed works / foundations and the property connection branch.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Driven Piles are not permitted.
7. For structures traversing the property connection branch, the following additional conditions apply
8. Pier and beam footings / foundation traversing the sewer main must be a minimum 600 mm away but no further than 1 m
9. Foundations traversing the property connection branch must maintain a minimum 600 mm vertical clearance

For any excavation and landscaping for a residential property in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D' for this structure.
2. The proposed structure can be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works / foundations and the property connection branch is required.
3. A minimum vertical cover of 600 mm over the property connection branch is required.
4. Maximum fill allowed over property connection branch is 1.0 m
5. Pad footings / foundations are permitted
6. Where pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that additional load will be placed on the property connection branch by the structure
7. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1000 mm.
8. Driven piles are not permitted.

For any excavation and landscaping for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings / foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the

structure.

6. 24 hour unobstructed access is required.
7. Where you need to transverse the sewer main during excavation or landscaping, the following additional conditions apply
8. The maximum fill allowed over the sewer main is 1.0 m.
9. A minimum 600 mm vertical clearance is to be maintained over the sewer main
10. Rockeries and other garden ornamentation are permitted.
Feature works must be easily relocatable.
11. Below ground ponds are not permitted.
12. The Owner will be responsible for the emptying and refilling of water features.
This must comply with the current water restrictions in place.

Notes:

These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

























The advice in this approval letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

How to interpret the attached plans.

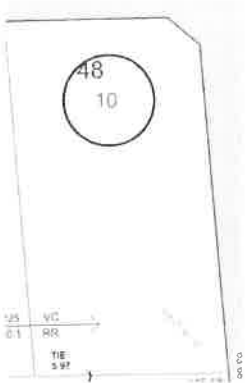
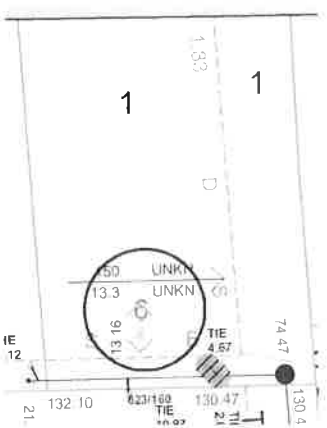
The following information will help you to interpret the build over conditions in this response. You should review this information carefully.

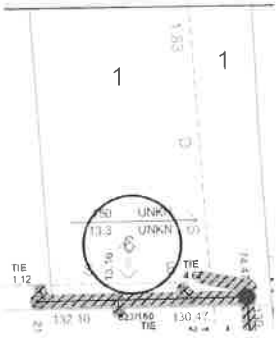
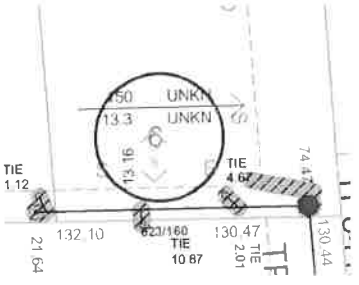

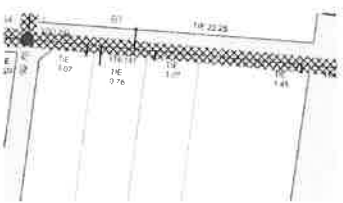
There are three types of plans provided.

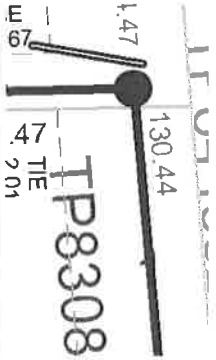
Plan Type	Purpose
Asset Plan	<p>An Asset Plan (sometimes referred to as a Property Asset Plan) shows the water supply pipes and sewer main pipes and associated infrastructure for a property and adjacent properties that are serviced by Yarra Valley Water. These pipes are referred to as 'assets'.</p>
Sewer Depth and Offset (SDO) Plan	<p>A Sewer Depth and Offset (SDO) Plan shows details of sewer main pipes and house connection branches on a property or on nearby properties. There is one of these plans for each relevant asset on or near your property and also any property connection branches.</p> <p>Details include pipe size, pipe material, average depth of sewer mains and depth to the connection point on a house connection branch as shown below.</p> <p>These details allow you to determine which conditions apply to a particular asset as conditions vary depending on the pipes material and depth.</p> <p>This is a Vitreous Clay pipe of 225 mm at an average depth of 3.13 m, less than the key depth of 3.5 meters.</p> <div data-bbox="496 1413 783 1630" style="border: 1px solid black; padding: 5px;"> <p>ASSET DETAILS</p> <p>Pipe Size: 225</p> <p>Pipe Material: VC</p> <p>Average Depth (m): 3.13</p> <p>Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.</p> <p>If pipe offset is not shown, it is unknown and will need to be known on site.</p> </div> <p>Typical sewer types include Vitreous Clay (VC) and Concrete (CONC).</p> <p>Where a sewer type is Unknown (UNK), we assume it is Concrete and apply relevant Concrete asset conditions.</p> <p>The distance of a sewer main from the property boundary (sewer offset) is also shown on the plan when the offset information is available.</p> <p>There is a table of material types shown to the left side of each SDO Plan.</p>

Plan Type	Purpose																								
	<div data-bbox="502 459 746 698" style="border: 1px solid black; padding: 5px;"> <p>Abbreviation Pipe Material</p> <p>AC Abestos Cement CACL Cast Iron Cement Lined CI Cast Iron (Unlined) CI Cast Iron (CI 75') CU Copper Tube GWI Galvanised Wrought Iron MSCL Mild Steel Cement Lined MSEL Steel Enamel Lined MSW Mild Steel Welded UPVC Poly Vinyl Chloride</p> </div> <p data-bbox="502 728 1252 828">Particular asset types are referred to in the build over conditions. These are shown at the bottom left side of each SDO Plan to assist you in determining the conditions applicable to each asset.</p> <table border="1" data-bbox="502 840 1029 1093"> <tr> <td>Existing Title</td> <td><input type="text"/></td> <td>Circular Access Point</td> <td></td> </tr> <tr> <td>Proposed Title</td> <td><input type="text"/></td> <td>Offset Distance</td> <td><input type="text"/></td> </tr> <tr> <td>Access Point Number</td> <td><input type="text" value="SPS12.34"/></td> <td>Square Manhole</td> <td></td> </tr> <tr> <td>Sewer Pipe Flow</td> <td><input type="text"/></td> <td>End of Pipe</td> <td></td> </tr> <tr> <td>Existing Sewer</td> <td><input type="text"/></td> <td>Maintenance Shaft</td> <td></td> </tr> <tr> <td>Change of Grade</td> <td></td> <td>Inspection Shaft</td> <td></td> </tr> </table>	Existing Title	<input type="text"/>	Circular Access Point		Proposed Title	<input type="text"/>	Offset Distance	<input type="text"/>	Access Point Number	<input type="text" value="SPS12.34"/>	Square Manhole		Sewer Pipe Flow	<input type="text"/>	End of Pipe		Existing Sewer	<input type="text"/>	Maintenance Shaft		Change of Grade		Inspection Shaft	
Existing Title	<input type="text"/>	Circular Access Point																							
Proposed Title	<input type="text"/>	Offset Distance	<input type="text"/>																						
Access Point Number	<input type="text" value="SPS12.34"/>	Square Manhole																							
Sewer Pipe Flow	<input type="text"/>	End of Pipe																							
Existing Sewer	<input type="text"/>	Maintenance Shaft																							
Change of Grade		Inspection Shaft																							
<p>Build Over Easement (BOE) Plans</p>	<p>Your build over conditions will reference one or more specific Plans, labelled "A" to "K" depending on the type of structure and the specific conditions.</p> <p>The plan type is referenced as "Plan F" in the example below.</p> <table border="1" data-bbox="502 1299 1141 1422"> <tr> <td rowspan="3" style="vertical-align: top;"> Yarra Valley Water Buildover Plan Reference: Plan F </td> <td>Address</td> <td colspan="2">WHITEHORSE ROAD BLACKBURN 3130</td> </tr> <tr> <td>Date</td> <td>20/04/2013</td> <td rowspan="2">   Yarra Valley Water ABN 63 086 602 501 </td> </tr> <tr> <td>Scale</td> <td>400</td> </tr> </table> <p data-bbox="502 1377 981 1422"><small>Disclaimer: This Easement Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss or damage of any kind suffered by any person as a result of its reliance on this plan.</small></p> <p>The address of the plan and the date that the BOE plan has been produced is also illustrated. Scale is provided so you can measure off the plan, in addition to the specific clearances set out in the written conditions.</p> <p>The following table sets out how each of the clearances and areas that can or cannot be built over, subject to the conditions, are shown on each Build Over Easement Plan.</p>	Yarra Valley Water Buildover Plan Reference: Plan F	Address	WHITEHORSE ROAD BLACKBURN 3130		Date	20/04/2013	  Yarra Valley Water ABN 63 086 602 501	Scale	400															
Yarra Valley Water Buildover Plan Reference: Plan F	Address		WHITEHORSE ROAD BLACKBURN 3130																						
	Date		20/04/2013	  Yarra Valley Water ABN 63 086 602 501																					
	Scale	400																							

The following table explains how to interpret different symbols and colour coded areas represented in Build Over Easement Plans. Each colour code defines the clearances and areas that can or cannot be built over, subject to the conditions.

Colour Code	Interpretation	Relevant condition and requirement
<p>Red circled area</p>	<p>Your property's identification on the plan.</p>  <p>The circle in this case highlights '10', the number of the property in the street.</p> <p>This example is a corner block.</p>	<p>For information relative to easements and assets.</p> <p>As noted in this document these conditions are binding on the owner and successors in title of the property.</p> <p>Conditions and a copy of the attached plans are automatically recorded as an encumbrance against this property. It is provided as part of property information in Section 32 searches at the time of sale and purchase.</p>
<p>Orange line</p>	<p>This represents the boundary of the easement as a dotted orange line..</p>  <p>In this case two easements are shown on the property number "6" in this plan. There is one easement labelled 1.83 on the right and another with a sewer asset across the bottom of the plan.</p>	<p>Generally this area cannot be built over except as specified in the conditions related to each structure and plan type. Where assets are shaded yellow the affected area is not just the area covering the asset, but also area to the edge of the easement, whichever is greater.</p>

Colour Code	Interpretation	Relevant condition and requirement
<p>Red shaded area around assets</p>	<p>This represents the area and the assets that cannot be built over.</p>  <p>In this case the sewer at the bottom of the property cannot be built over.</p>	<p>Cannot build within one meter of these assets except if the conditions are specified for the structure and plan type above.</p> <p>Depending on the type of structure, this restriction can extend to property connection branches as shown below. Branches that service other properties cannot be built over in any circumstances.</p>  <p>In this example there are four branches near the property, including branches that service other properties.</p>
<p>Yellow hatched area</p>	<p>This is the area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater.</p>  <p>This is an example of where the restricted area is greater based on the easement boundary being wider (shown as 3.05 in the plan).</p>	<p>Cannot be built over except if conditions are specified above.</p> <p>This can include areas not covered by an easement where an asset is within one meter of a property as shown below:</p>  <p>In this case an asset in a lane or on the boundary of a property can restrict what may be constructed.</p>

Colour Code	Interpretation	Relevant condition and requirement
<p>Green highlighted asset</p>	<p>This is the area around an asset or easement that can be built over.</p>  <p>The asset here is shown with a green highlight and the branch with simple green line where build over is permitted. In this case the manhole remains red preventing it being built over.</p>	<p>Build over is subject to conditions set out above.</p> <p>Please note property connection branches servicing an adjoining property or multiple lots cannot be built over except if specifically allowed in above conditions for limited structures such as driveways.</p>

The following Build Over Easement plan types will be attached to this document based on the proposed structures, applicable assets and/or easements as follows:

- Plan A - General Structures
- Plan B - Residences & Habitable Structures
- Plan C - Commercial and Industrial Structures
- Plan D - General Structures
- Plan E – Excavation and Landscaping
- Plan F – Driveways and paving
- Plan G – Above ground pools, saunas, spas
- Plan H – Above ground pools, saunas, spas
- Plan I – Below ground pools and basements
- Plan J – Below ground pools, basements poles and towers
- Plan K – Utilities and Property Drains



**Yarra Valley Water
Sewerage Depth Offset
Asset Map**

Address 34 ANZAC DRIVE WOLLERT 3750

Date	11/07/2013
Scale	500



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Circular Access Point		Abbreviation Pipe Material VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCON CC Re/Un-reinforced PP_SW POLYPROYLENE HDPE POLYETHYLENE CI CAST IRON	ASSET DETAILS Pipe Size: 150 Pipe Material: PVC-NP Average Depth (m): 2.23 Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site. YVW Ref: 5056466
Proposed Title		Offset Distance			
Access Point Number	SPS12-34	Square Manhole			
Sewer Pipe Flow		End of Pipe			
Existing Sewer		Maintenance Shaft			
Change of Grade		Inspection Shaft			
		Pump Station			
		Ventilation			



**Yarra Valley Water
Sewer Branch
Asset Map**

Address 34 ANZAC DRIVE WOLLERT 3750

Date	11/07/2013
Scale	500



Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

- Existing Title
- Proposed Title
- Access Point Number
- Sewer Pipe Flow
- Existing Sewer
- Change of Grade

- Circular Access Point
- Offset Distance
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Inspection Shaft
- Pump Station
- Ventilation

Abbreviation Pipe Material

VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 1.073

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 5056466



**Yarra Valley Water
Sewer Branch
Asset Map**

Address 34 ANZAC DRIVE WOLLERT 3750

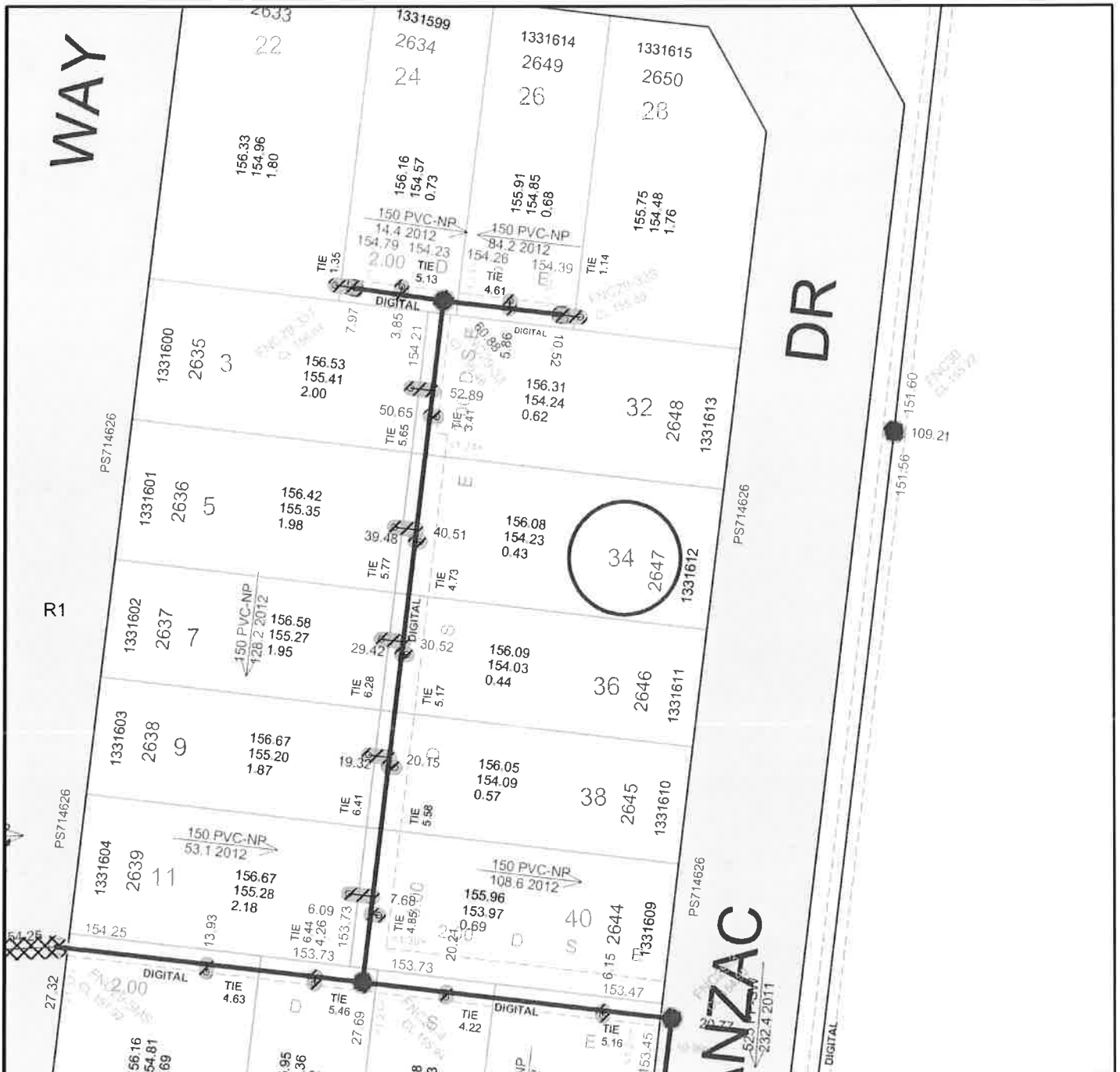
Date	11/07/2013
Scale	500



Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Circular Access Point		Abbreviation Pipe Material VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCONCC Re/Un-reinforced PP_SW POLYPROPYLENE HDPE POLYETHYLENE CI CAST IRON	ASSET DETAILS Branch Size: 100 Branch Material: PVC-NP Branch Depth (m): 1.849
Proposed Title		Offset Distance			
Access Point Number	SPS12-34	Square Manhole		Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. YVW Ref: 5056466	
Sewer Pipe Flow		End of Pipe			
Existing Sewer		Maintenance Shaft			
Change of Grade		Inspection Shaft			
		Pump Station			
		Ventilation			






**Yarra Valley Water
Buildover Plan
Reference: Plan A
General Structures**

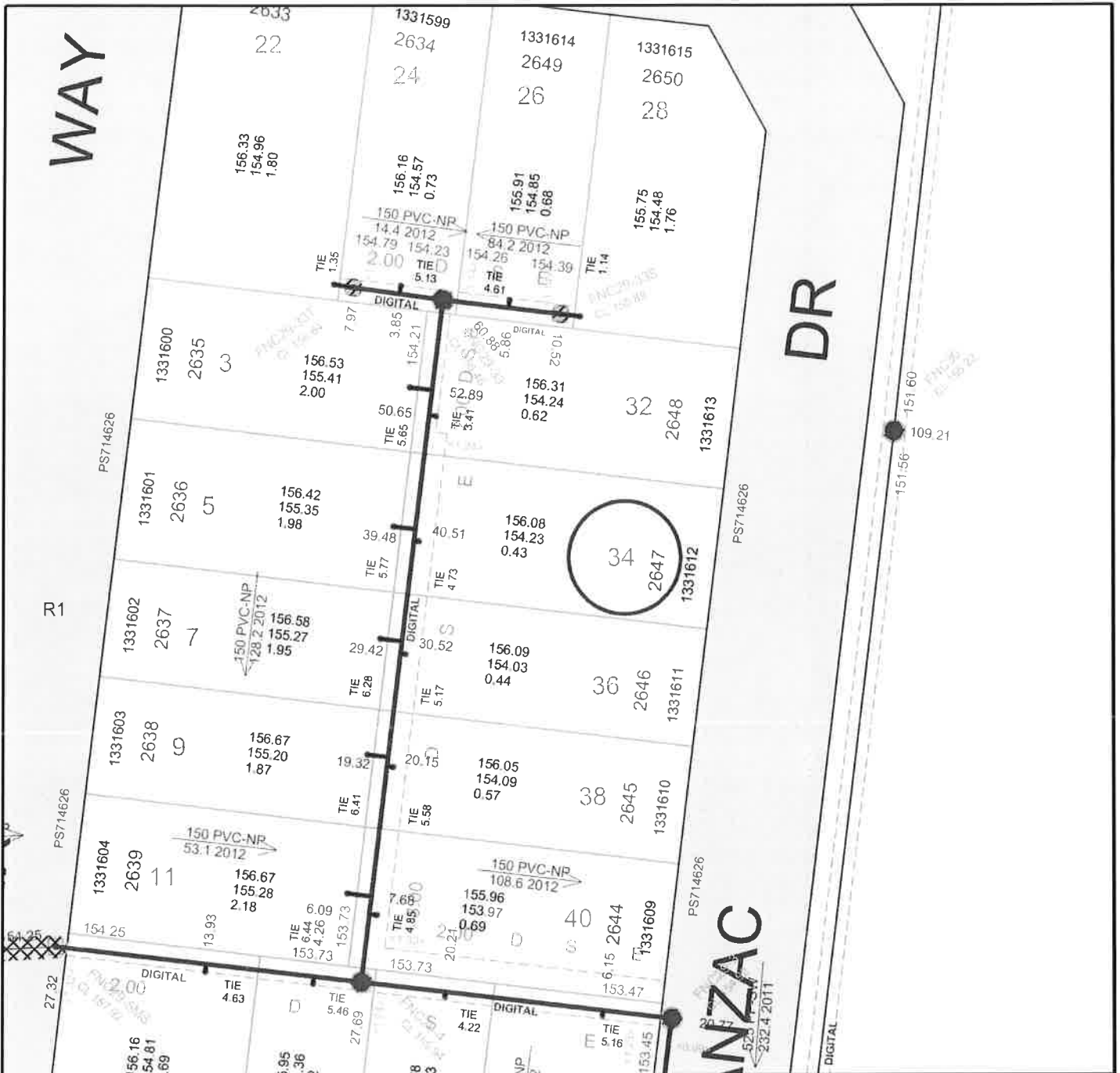
Address	34 ANZAC DRIVE WOLLERT 3750	
Date	11/07/2013	
Scale	500	





Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501
























Existing Title	<input type="checkbox"/>	Circular Access Point	<input checked="" type="checkbox"/>	Offset Distance	<input type="checkbox"/>	PLAN REFERENCE CONDITION    Condition A Condition B Condition C This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with. YVW Ref: 107287
Proposed Title	<input type="checkbox"/>	Junction	<input type="checkbox"/>	End of Pipe	<input type="checkbox"/>	
Access Point Number	<input type="checkbox"/> SPS12-34	Gas Check Manhole	<input checked="" type="checkbox"/>	Maintenance Shaft	<input type="checkbox"/>	
Sewer Pipe Flow	<input type="checkbox"/>	Square Manhole	<input type="checkbox"/>	Long Branch Reducer	<input type="checkbox"/>	
Abandoned Sewer	<input type="checkbox"/>	Rectangle Manhole	<input type="checkbox"/>	Pump Station	<input type="checkbox"/>	
Existing Sewer	<input type="checkbox"/>	Chambered Manhole	<input type="checkbox"/>	Ventilation	<input type="checkbox"/>	
Change of Grade	<input type="checkbox"/>	Inspection Shaft	<input type="checkbox"/>			



Yarra Valley Water Buildover Plan Reference: Plan D General Structures	Address 34 ANZAC DRIVE WOLLERT 3750		 Yarra Valley Water
	Date 11/07/2013		
	Scale 500		

Disclaimer: This Buildover Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

ABN 93 066 902 501

Existing Title 	Circular Access Point 	Offset Distance 	PLAN REFERENCE CONDITION    Condition A Condition B Condition C This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with. YVW Ref: 107287
Proposed Title 	Junction 	End of Pipe 	
Access Point Number  SPS12-34	Gas Check Manhole 	Maintenance Shaft 	
Sewer Pipe Flow 	Square Manhole 	Long Branch Reducer 	
Abandoned Sewer 	Rectangle Manhole 	Pump Station 	
Existing Sewer 	Chambered Manhole 	Ventilation 	
Change of Grade 	Inspection Shaft 		

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.

consumer.vic.gov.au/duediligencechecklist



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