

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor.

Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if –

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendor. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say “vendor bid” in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of the land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids –

- any person bidding for a vendor other than –
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledges a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "LawToday".

Contract of Sale of Land

Property:

24 Cascade Crescent, Epping VIC 3076

E.T Conveyancing
Unit 12, 12 George Street
SUNSHINE VIC 3020
Tel: 0421 661 990
Ref: Admin:24/6410

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2024

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2024

Print names(s) of person(s) signing: Thien Phuc Huynh

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: 1/337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9404 4999 Mob: Fax: 03 946 43177 Ref: 03 9465 7766

Vendor

Name: Thien Phuc Huynh
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: E.T Conveyancing
Address: Unit 12, 12 George Street, Sunshine VIC 3020
Email: ellen@etconveyancing.com.au
Tel: 0421 661 990 Mob: Fax: Ref: 24/6410

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10819 Folio 570	135	PS 513912U

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 24 Cascade Crescent, Epping VIC 3076

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

All fixed floor coverings, fixtures and fittings of a permanent nature as inspected.

Payment

Price \$ _____

Deposit \$ _____ By _____ (of which _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____

Approval date: _____

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

INFORMATION ONLY

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

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

1. ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 1 applies, if the box is marked "EC".

EC

1.1 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*.

1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

1.3 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*.

1.4 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.

1.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

1.6 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.

1.7 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 1.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

1.8 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.

1.9 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.

1.10 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 10.1.

Special condition 1B – Foreign resident capital gains withholding

1B.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.

1B.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.

1B.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 has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215 (1) of the legislation.

1B.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.

1B.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of the settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
(b) ensure that the representative does so.

1B.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 provisions in this contract to the contrary.

1B.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
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

1B.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.

1B.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.

1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2. GST Withholding special condition

2.1. In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwth) as amended by Treasury Laws Amendment (2018 Measures No 1) Act 2018 (Cwth) and asterisked terms have the same meanings as when used in that schedule.

2.2. If section 14-255 (1) applies to the supply of the property, the Vendor must give the purchaser the written notice required by that section at least seven days before settlement.

2.3. If Section 14-250 requires the recipient of supply to withhold an amount ("withholding sum") from the consideration payable to the Vendor and pay it to the Commissioner, the purchaser must: Complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and

At settlement, comply with section 16-30(3) by giving the Vendor a bank cheque payable to the Commissioner for the withholding sum or

On the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner.

Except where the purchaser has complied with the sub-paragraph b. or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.

2.4. If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.

2.5. An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.

2.6. Except as expressly set out in this special condition, the rights and obligations of the parties under this contract, including without restriction, any obligation of the vendor to apply for the margin scheme, are unchanged.

2.7. In this special condition, 'settlement' means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided.

3. 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.

4. Identity of the land sold

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 mis-description 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.

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 otherwise provided or implied and 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 and 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 final inspections 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 or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

6. 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 disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

7. Warranties

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.

8. Defaults

8.1 If the purchaser acknowledges that if they are in default of any payments under this contract, an interest rate at 18% is payable by the purchaser to the vendor at settlement and;

8.2 Should default notice to be served on the purchaser, the purchaser acknowledges they will pay amount of \$550.00 including GST to the Vendor's representative at settlement and;

9. Settlement rescheduling fee

If settlement is rescheduled due to the purchaser, the purchaser acknowledges they will pay \$220.00 including GST at settlement for each and every rescheduled settlement.

10. Adjustment

The purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments. At the time the purchaser or their representative makes submission on the adjustments to the Vendors representative, proof is required to justify any authority or figure that has been listed in such adjustments. Justification of such adjustments must be by way of copies of certificates purchased by the purchaser's representative. The Vendor will not be obliged to provide cheque details until this condition has been complied with. The purchaser acknowledges that they will be in default of this contract if this condition is not adhered to. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to readjust after settlement has been completed. This condition will not merge on settlement.

11. Finance:

If this contract is subject to finance, the purchaser must provide the Vendor's Legal Representative with written notice as to whether the Purchaser's finance application has or has not been unconditionally approved. Where a purchaser's application for finance has not been approved, the Purchaser may end this contract by notice in writing and must provide a letter from an Authorized Banking Institution stating the decline has been issued. General Condition 20.2(c) does not apply to this contract.

If the Purchaser fails to notify the vendor as required, or if further extensions are not granted by the Vendor, the Vendor may terminate the Contract.

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

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

64 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

65 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

66 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.

67 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7 IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8 SERVICES

81 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.

82 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9 CONSENTS

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

10 TRANSFER & DUTY

101 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

102 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11 RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the Property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.

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

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2 the purchaser must (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives-

- (a) a release from the secured party releasing the property from the security interest; or (b) a statement in writing in accordance with section 275(1)
- (b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security

interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-

(a) that-

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

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

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

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

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

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

Money

14 DEPOSIT

141 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.

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

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

143 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.

144 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.

145 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

146 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.

147 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

148 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

149 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

1410 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

1411 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15 DEPOSIT BOND

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

152 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

153 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

154 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

155 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

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

156 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 To the extent of the payment. 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16 BANK GUARANTEE

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

162 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

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

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

(a) Settlement;

(b) The date that is 45 days before the bank guarantee expires;

(c) The date on which this contract ends in accordance with general condition 35.2 (default not remedied) following breach by the purchaser; and (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

168 This general condition is subject to general condition 14.2 (deposit).

17 SETTLEMENT

171 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.

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

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

18 ELECTRONIC SETTLEMENT

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

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

183 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.

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

185 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

186 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible - if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

189 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19 GST

191 The purchaser does not have to pay the vendor any amount in respect of OST in addition to the price if the particulars of sale specify that the price includes OST (if any).

192 The purchaser must pay to the vendor any OST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that OST (if any) must be paid in addition to the price; or
- (b) OST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the OST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the OST Act.

193 The purchaser is not obliged to pay any OST under this contract until a tax invoice has been given to the purchaser.

194 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.

195 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 OST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

196 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract. 19.7 In this general condition:

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

20 LOAN

201 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.

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

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

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

21 BUILDING REPORT

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

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

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

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

214 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if

the estate agent's authority has formally expired at the time of service.

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

22 PEST REPORT

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

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

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

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

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

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

23 ADJUSTMENTS

231 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

232 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.

233 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

241 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this general condition unless the context requires otherwise.

242 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

243 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

244 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.

245 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

246 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

247 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

248 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.

249 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25 GST WITHHOLDING

251 Words and expressions defined or used in Subdivision 14 -E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

252 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

253 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a OST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

254 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14 -255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

255 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a OST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

256 The purchaser must: (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and (b) ensure that the representative does so.

257 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

258 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

259 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network. However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition

25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26 TIME & CO-OPERATION

261 Time is of the essence of this contract.

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

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

264 Any unfulfilled obligation will not merge on settlement.

27 SERVICE

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

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

273 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

274 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000. 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28 NOTICES

281 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

282 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

283 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29 INSPECTION

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

30 TERMS CONTRACT

301 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.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31 LOSS OR DAMAGE BEFORE SETTLEMENT

- 311 The vendor carries the risk of loss or damage to the property until settlement.
- 312 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.
- 313 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 314 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 315 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.
- 316 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32 BREACH

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

- 341 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.
- 342 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35 DEFAULT NOT REMEDIED

- 351 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.
- 352 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.
- 353 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.
- 354 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.
- 355 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

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

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

this day of 2024

SIGNED by the said)

Print Name:)

.....)
Director (Sign)

in the presence of:)

Witness:)

.....

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	24 CASCADE CRESCENT, EPPING VIC 3076
-------------	--------------------------------------

Vendor's name	Thien Phuc Huynh	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,500.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 10819 FOLIO 570

Security no : 124118307638U
Produced 17/09/2024 09:50 AM

LAND DESCRIPTION

Lot 135 on Plan of Subdivision 513912U.
PARENT TITLE Volume 10795 Folio 336
Created by instrument PS513912U 02/08/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THIEN PHUC HUYNH of 78 WINTER CRESCENT RESERVOIR VIC 3073
AV225396M 14/01/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX816341C 14/03/2024
WESTPAC BANKING CORPORATION

COVENANT PS513912U 02/08/2004

COVENANT AD104759J 09/09/2004

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
AC782656R 05/04/2004

AGREEMENT Section 173 Planning and Environment Act 1987
AD005180W 27/07/2004

DIAGRAM LOCATION

SEE PS513912U 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: 24 CASCADE CRESCENT EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 14/03/2024

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

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS513912U
Number of Pages (excluding this cover sheet)	9
Document Assembled	17/09/2024 09:50

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PLAN OF SUBDIVISION	Stage No. /	LR use only EDITION	Plan Number PS 513912U
----------------------------	----------------	-------------------------------	----------------------------------

Location of Land
 Parish: WOLLERT
 Township: -
 Section: 10
 Crown Allotment: -
 Crown Portion: 4 (PART)
 Title References
 C/T VOL 12125 FOL 336
 Last Plan Reference: Lot A on PS 511702S

Postal Address: 110 EPPING ROAD
 (At time of subdivision) EPPING 3076

AMG Co-ordinates: E 326 200
 (Of approx. centre of plan) N 5 833 400 Zone 55

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref: 605475

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 ~~2.1.02/2002~~
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 Subdivision Act 1988 has ~~not~~ been made.
 (ii)
 (iii) ~~The requirement has been satisfied.~~
 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 9/16/2004

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL

Notations

Depth Limitations: DOES NOT APPLY

Staging: This is not a staged subdivision
 Planning permit No.

Lots 1 to 74 (both inclusive) have been omitted from this plan

Survey: This plan is based on survey AP121957D & AP122159D
 (To be completed where applicable)

This survey has been connected to permanent mark no(s). 27 & 76
 in Proclaimed Survey Area no. -

Easement Information				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Sewerage	2	PS 511702S	Yarra Valley Water Limited
E-2	Drainage	2	PS 511702S	Whittlesea City Council
E-3	Electricity Supply	See Diag.	C/E E315622	State Electricity Commission
E-4	Drainage	2	PS 511702S	Whittlesea City Council
E-4	Sewerage	2	PS 511702S	Yarra Valley Water Limited
E-5	Sewerage	2	This Plan	Yarra Valley Water Limited
E-6	Drainage	2	This Plan	Whittlesea City Council
E-7	Drainage	2	This Plan	Whittlesea City Council
E-7	Sewerage	2	This Plan	Yarra Valley Water Limited
E-8	Drainage	3	This Plan	Whittlesea City Council
E-8	Sewerage	3	This Plan	Yarra Valley Water Limited

LR use only

Statement of compliance/
 Exemption Statement

Received

Date: 27/7/04

LR use only

PLAN REGISTERED
 TIME 10.55
 Date: 2/8/04

Alpen
 Assistant Registrar of Titles.

HAYSTON VALLEY ESTATE - STAGE 2 (105 LOTS) AREA OF STAGE - 8.218ha Sheet 1 of 9 Sheets

Engineering & Surveying
 Town Planning & Design
 Project Management
 Landscape Architecture
 Environmental Science
 Agricultural Engineering

Coomes
 Consulting Group Pty Ltd
 24 Albert Road South Melbourne Vic 3205 Australia
 ACN 850 029 635 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999
 Email consult@coomes.com.au Web www.coomes.com.au

LICENSED SURVEYOR (PRINT) Keith Robert Jones

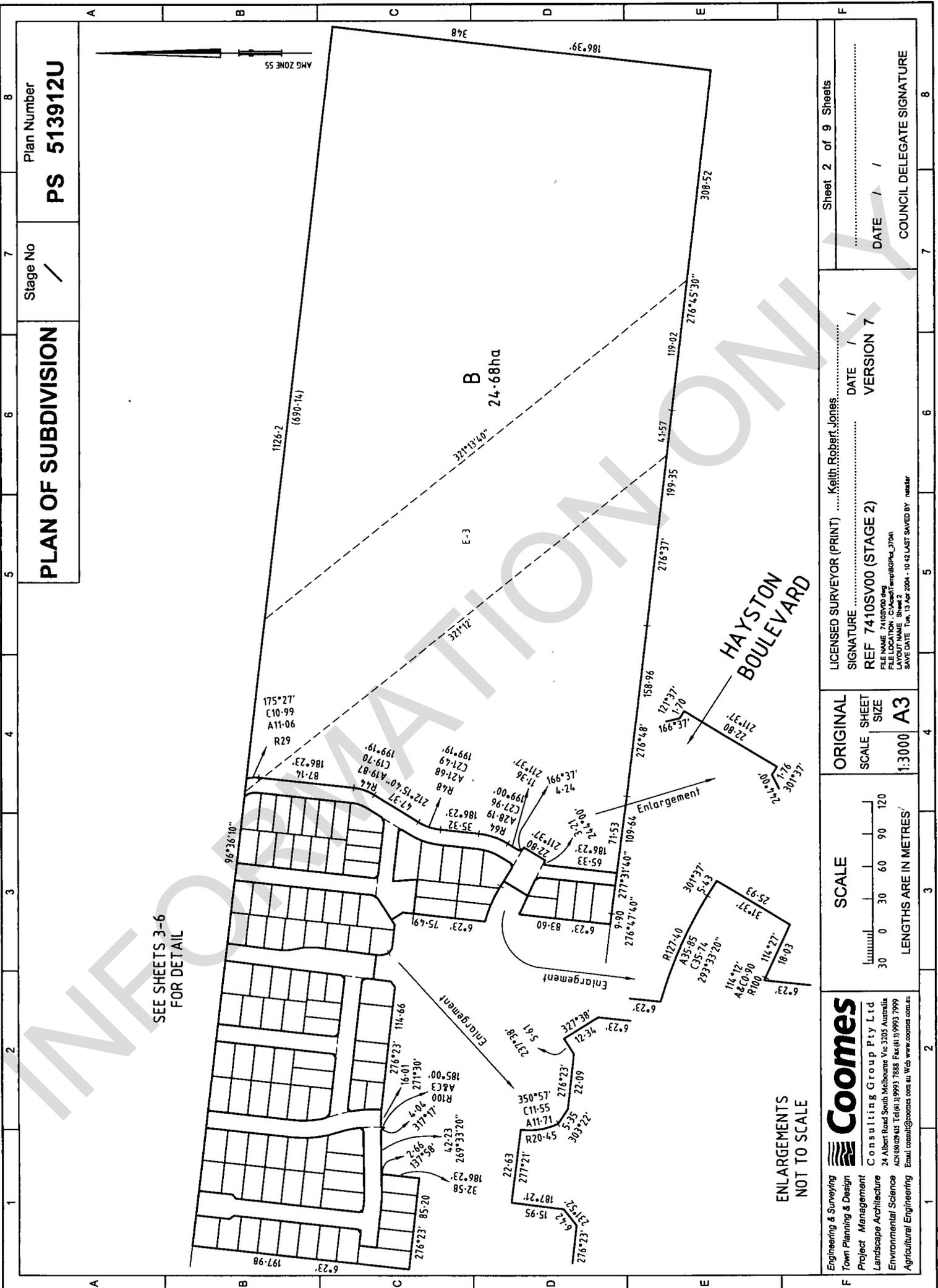
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 SAVE DATE: Tue, 13 Apr 2004 - 10:42 LAST SAVED BY: .neteller

DATE 7/6/04
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3



SEE SHEETS 3-6 FOR DETAIL

ENLARGEMENTS NOT TO SCALE

PLAN OF SUBDIVISION

Stage No /

Plan Number PS 513912U

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE

DATE / /

VERSION 7

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

SCALE 1:3000

LENGTHS ARE IN METRES

Engineering & Surveying

Town Planning & Design

Project Management & Construction

Landscape Architecture

Environmental Science

Agricultural Engineering

Coomes

Consulting Group Pty Ltd

24 Albert Road South Melbourne Vic 3205 Australia

ACN090943 Tel(61)3993 7888 Fax(61)3993 7999

Email coomas@coomas.com.au Web www.coomas.com.au

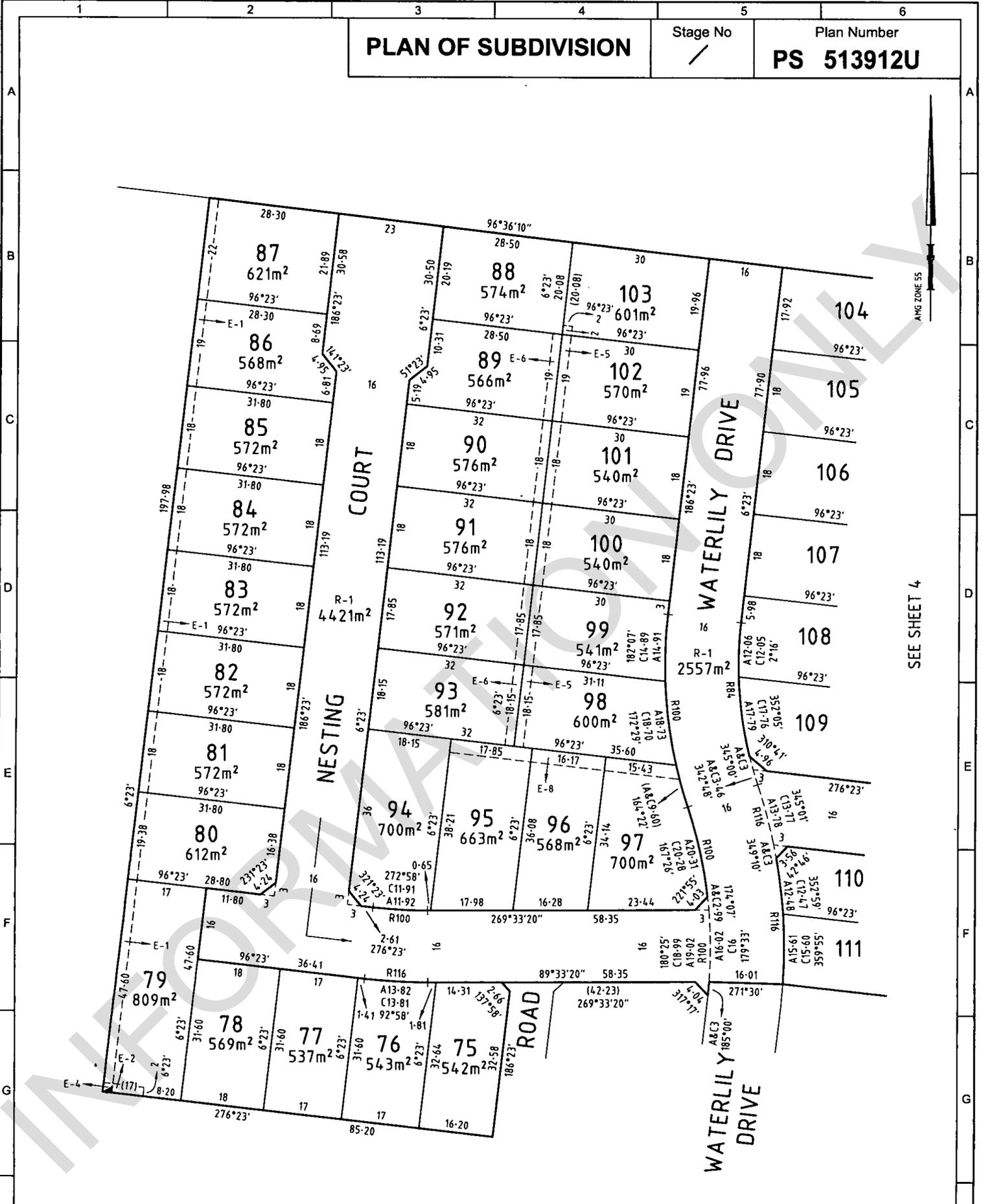
Sheet 2 of 9 Sheets

PLAN OF SUBDIVISION

Stage No
/

Plan Number

PS 513912U



SEE SHEET 4

Sheet 3 of 9 Sheets

Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering

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Email: coomes@coomes.com.au Web: www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
SIZE
1:750 A3

LICENSED SURVEYOR ... Keith Robert Jones ...
SIGNATURE DATE / /
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SAVE DATE Tue, 13 Apr 2004 - 10:42 LAST SAVED BY: netalar

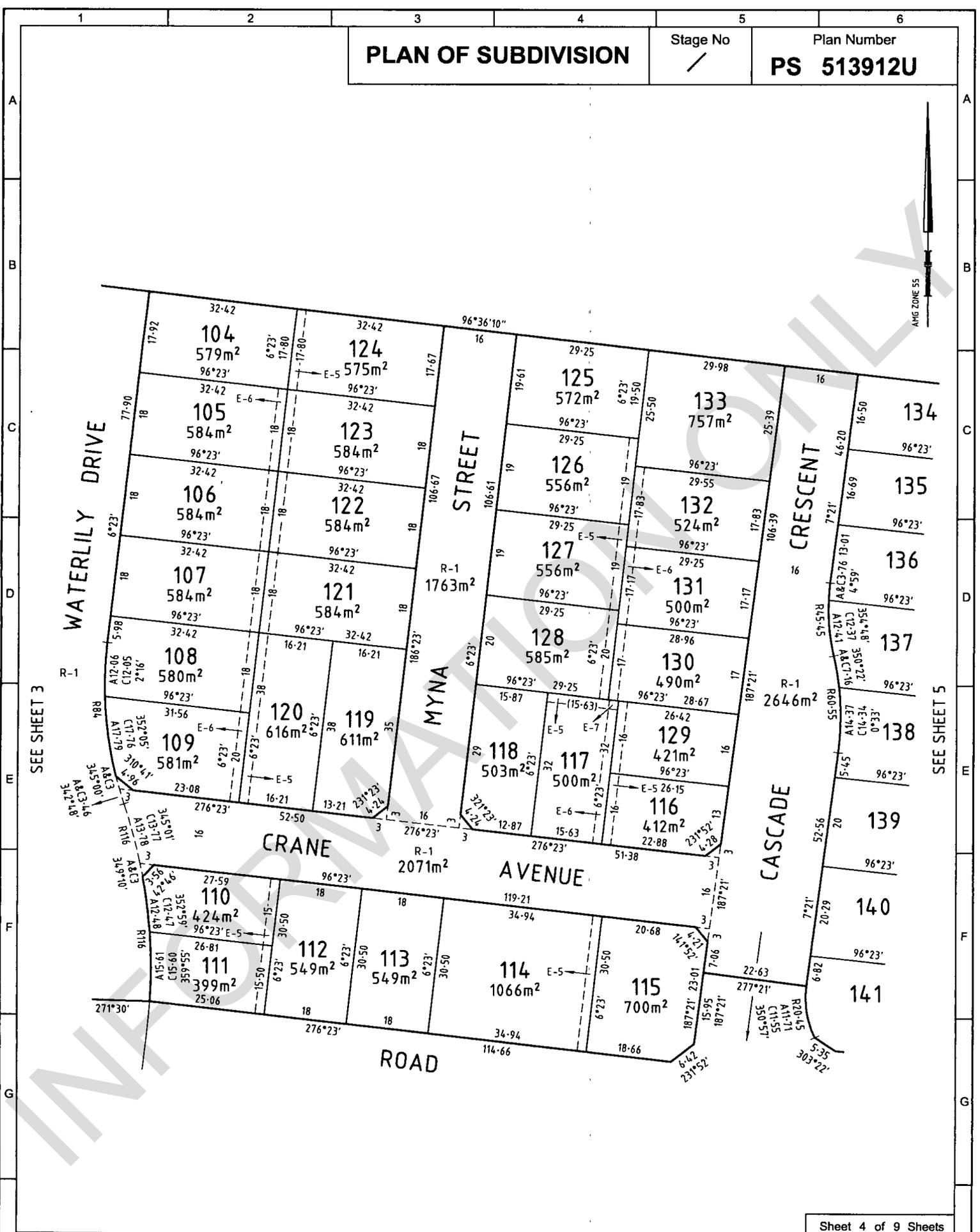
DATE / /
COUNCIL DELEGATE
SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No
/

Plan Number

PS 513912U



SEE SHEET 3

SEE SHEET 5

Sheet 4 of 9 Sheets

Engineering & Surveying
Town Planning & Design
Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering

Coomes
Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
A/CN 05 95 1993 7833 Fax 05 95 9993 7999
Email coomes@coomes.com.au Web www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET SIZE
1:750 **A3**

LICENSED SURVEYOR **Keith Robert Jones**
SIGNATURE DATE / /
REF: 7410SV00
VERSION 7

FILE NAME 7410SV00.dwg
FILE LOCATION C:\work\Temp\BGPlot_3704
LAYOUT NAME Sheet 4
SAVE DATE Tue, 13 Apr 2004 - 10:42 LAST SAVED BY natalia

DATE / /
COUNCIL DELEGATE
SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No
/

Plan Number
PS 513912U



SEE SHEET 4

B
SEE SHEET 2

SEE SHEET 6

Sheet 5 of 9 Sheets

Engineering & Surveying
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Coomes
Consulting Group Pty Ltd
24 Albert Road South Melbourne VIC 3205 Australia
ACN 68 82 02 Tel 61 3 9993 7288 Fax 61 3 9993 7999
Email enquiries@coomes.com.au Web www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
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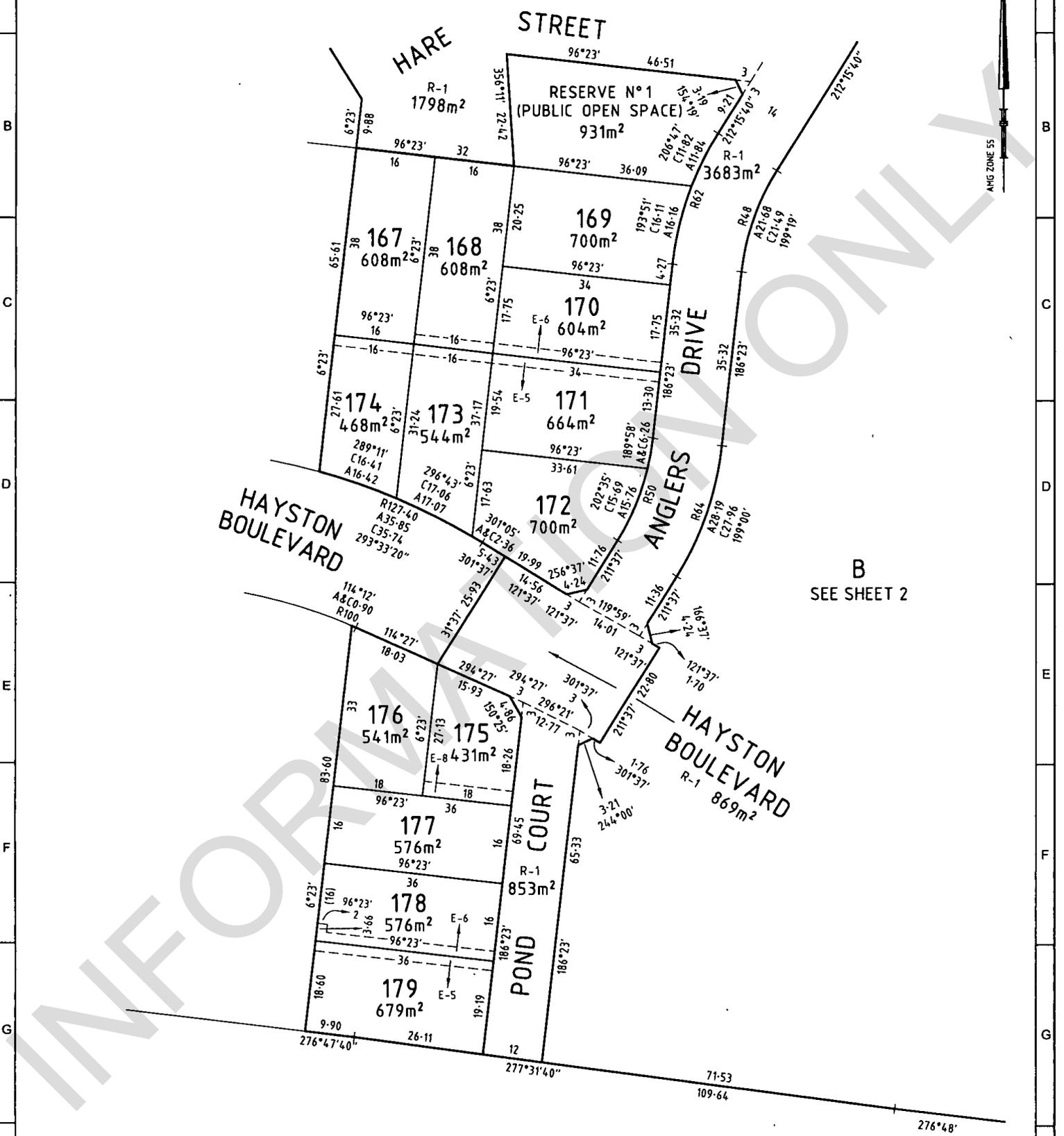
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FILE LOCATION : C:\Acad\Temp\BGPPlot_3704\...
LAYOUT NAME : Sheet 5
SAVE DATE : Tue, 13 Apr 2004 - 10:42 LAST SAVED BY: **retaler**

DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No / Plan Number
PS 513912U

SEE SHEET 5



B
SEE SHEET 2

Sheet 6 of 9 Sheets

Coomes
Engineering & Surveying
Town Planning & Design
Project Management
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Agricultural Engineering

Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
A/CN 629 629 Tel 61 3 9993 7222 Fax 61 3 9993 7999
Email coomes@coomes.com.au Web www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET SIZE
1:750 **A3**

LICENSED SURVEYOR **Keith Robert Jones**
SIGNATURE DATE / /
REF: 7410SV00 VERSION 7
FILE NAME: 7410SV00.dwg
FILE LOCATION: C:\Users\Temp\BGP\Plot_370A
LAYOUT NAME: Sheet 6
SAVE DATE: Tue, 13 Apr 2004 - 10:42 LAST SAVED BY: **retailer**

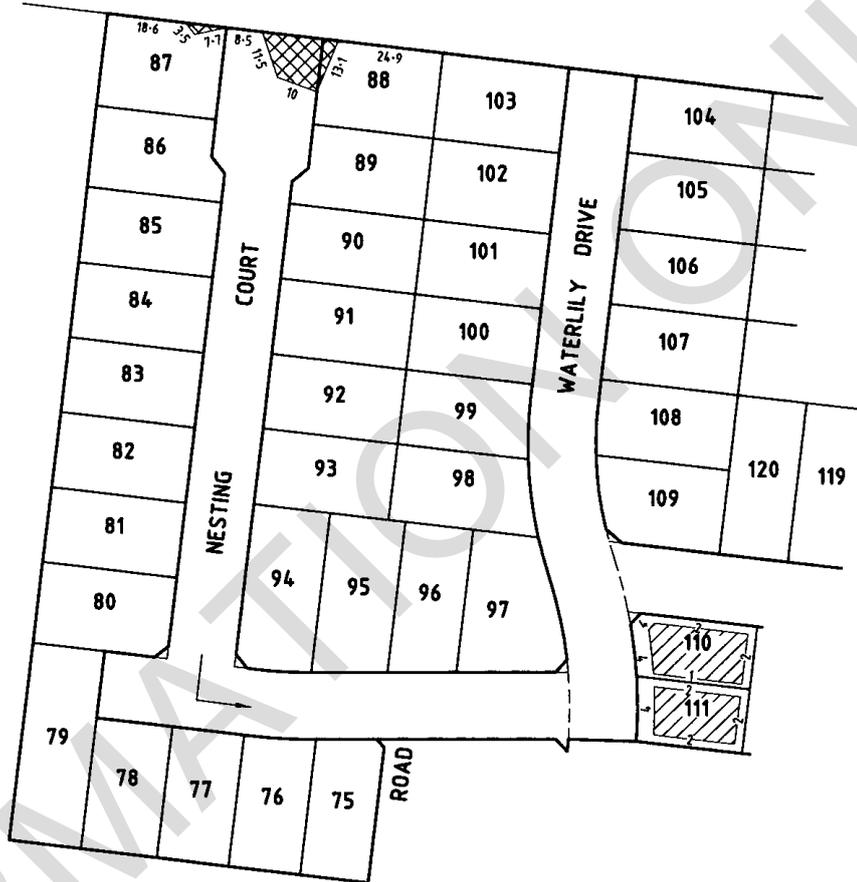
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Original sheet size A3

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PLAN OF SUBDIVISION			Stage No /	Plan Number PS 513912U	
A	<u>CREATION OF RESTRICTION</u>				A
<p>The following restriction is to be created upon registration of this plan.</p> <p>For the purposes of this restriction:</p> <p>(a) A dwelling means a building that contains self-contained living accommodation.</p> <p>(b) A building means any structure except a fence.</p> <p>(c) All distances are shown in metres.</p> <p><u>LAND TO BENEFIT:</u> Lots 75 to 179 (all inclusive) on this plan.</p> <p><u>LAND TO BE BURDENED:</u> Lots 75 to 179 (all inclusive), Reserve No.1 and Road R-1 on this plan.</p> <p><u>DESCRIPTION OF RESTRICTION:</u> The registered proprietor or proprietors of any lot on this plan to which any of the following restrictions applies shall not</p> <p>1) Construct more than one dwelling on any lot on this plan.</p> <p>2) For Lots 110, 111, 114, 116, 117, 129 to 131, 133 to 135, 138 to 141, 143 to 146, 156 to 158, 160 to 165, 174, 175 and 179 (all inclusive) construct any dwelling outside the area shown thus on Sheets 8 and 9 of this plan.</p> <p>3) For Lots 87, 88, 114, 129, 130, 133 and 179, Reserve No.1 and Road R-1 construct any building within the tree exclusion zone shown thus on Sheets 8 and 9 of this plan.</p> <p><u>NOTE :</u> The provisions of the Whittlesea Planning Scheme, the Hayston Valley siting and design guidelines for new homes and Rescode apply to all lots on this plan.</p>					
B					B
C					C
D					D
E					E
F					F
G					G
					Sheet 7 of 9 Sheets
<p>Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia Ackee Street Tel (61 3) 9993 7888 Fax (61 3) 9993 7999 Email coomes@coomes.com.au Web www.coomes.com.au</p>		ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR Keith Robert Jones SIGNATURE DATE / / REF: 7410SV00 VERSION 7 FILE NAME 7410SV00.dwg FILE LOCATION C:\AcadTemp\BGPot_3472\ LAYOUT NAME - Sheet 7 SAVE DATE Tue, 15 Jun 2004 - 15:55 LAST SAVED BY nataliaf	DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	
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H					H

PLAN OF SUBDIVISION

Stage No
/

Plan Number
PS 513912U



Sheet 9 of 9 Sheets

Engineering & Surveying
Town Planning & Design
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Landscape Architecture
Environmental Science
Agricultural Engineering

Coomes
Consulting Group Pty Ltd
24 Albert Road South Melbourne VIC 3205 Australia
ACN 068 691 021 Tel: (03) 9993 7828 Fax: (03) 9993 7959
Email: coomes@coomes.com.au Web: www.coomes.com.au

SCALE

12.5 0 12.5 25 37.5 50
LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET
SIZE
1:1250 **A3**

LICENSED SURVEYOR Keith Robert Jones
SIGNATURE DATE / /
REF: 7410SV00 VERSION 7
FILE NAME: 7410SV00.dwg
FILE LOCATION: C:\Acad\Temp\BGPlot_3704
LAYOUT NAME: Sheet 9
SAVE DATE: Tue, 13 Apr 2004 - 10:42 LAST SAVED BY: netaiair

DATE / /
COUNCIL DELEGATE
SIGNATURE
Original sheet size A3

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Document Identification	AD104759J
Number of Pages (excluding this cover sheet)	2
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TRANSFER OF LAND

Approved Form T2

Section 45 Transfer of Land Act 1958

AD104759J

Lodged by:

Name: Astills

Address: _____

Phone: _____

Ref: _____

Customer Code: _____

16925



VICTORIA MADE AVAILABLE / CHANGE CONTROL
Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed -together with any easements created by this transfer; -subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and -subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Lot 135 on PS 513912U being the land described in Certificate of Title Volume 10819 Folio 570

Estate and Interest: (e.g. "all my estate in fee simple")

ALL ITS ESTATE IN FEE SIMPLE

Consideration:

\$124,000.00



DAD104759J-1-2

Transferor: (full name)

HAYSTON VALLEY ESTATE PTY LTD (ACN 094 697 088)

Transferee: (full name and address including postcode)

ARAS BAHJAT SIDDIQ
of 10 Southern Road, Heidelberg 3084

Directing Party: (full name)

Not Applicable

Creation and/or Reservation and/or Covenant:

"And the said Transferee with the intent that the benefit of the covenant shall be attached to and run at law and in equity with each and every lot on Plan of Subdivision PS 513912U other than the lot hereby transferred DO HEREBY for themselves, our heirs, executors, administrators, transferees and registered proprietor or proprietors for the time being of the land hereby transferred and as a separate covenant covenants with the Transferor and the other registered proprietor or proprietors for the time being of all of the Lots on Plan of Subdivision PS 513912U that the Transferee shall not:

Continued on T2 Page 2

Approval No. 567026A

ORDER TO REGISTER
Please register and issue title to

STAMP DUTY USE ONLY

Original Transfer of Land
Stamped with: \$3,100.00
Trn: 1872646 08-SEP-2004
SRO Victoria Duty, MXDO

3,100

Signed

Cust. Code:



THE BACK OF THIS FORM MUST NOT BE USED

1. Construct more than one dwelling on any lot on Plan of Subdivision PS 513912U.
2. Subdivide or otherwise reduce the area of any lot of Plan of Subdivision PS 513912U.

Dated: 17/8/04

Execution and attestation

EXECUTED BY

~~THE COMMON SEAL OF HAYSTON VALLEY ESTATE PTY LTD~~)
 (ACN 094 697 088) was hereunto affixed in the presence of authorized persons:)
 BY BEING SIGNED BY THOSE PERSONS WHO ARE
 AUTHORIZED TO SIGN FOR THE ~~ESTATE~~ COMPANY.

Director: Stephen Featon Director: Neil John Crosthwaite
 Full Name: Stephen Featon Glen Hey Full Name: Neil John Crosthwaite
 Usual Address: 3 Skyline Drive Usual Address: 55 Kinsale Street
 Manlyring 3032 Reservoir 3073



SIGNED by the said Transferee)
 in the presence of:)
 _____)
 Witness

Neil John Crosthwaite

Approval No. 567026A

T2 Page 2



THE BACK OF THIS FORM MUST NOT BE USED



Imaged Document Cover Sheet

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IXPIA

FORM 13

Schedule 1 of the *Planning and Environment Regulations 1998*

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



s. 181 (1)

Planning and Environment Act 1987

AD005180W

27/07/2004 \$59 173



Lodged at the Land Titles Office by:

Name: BEST HOOPER

Phone: 9670 8951

Address: 563 Little Lonsdale Street, Melbourne

Ref: TVR:KW:03051084

Customer Code: 0485 U

ATTACHMENT: <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No	JUL 2004
ORIGINAL TO: PJD	
COPY TO:	

The Authority having made an Agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10795 Folio 336 (Lot A)
being land otherwise described as 110 Epping Road, Epping.

Authority: City of Whittlesea

Section and Act under which Agreement made:

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: GRAEME BRENNAN

Position Held: CHIEF EXECUTIVE

Dated: 15/7/04



DAD005180W-1-0

RB 27.7.04

ENDURING POWER OF ATTORNEY

THIS ENDURING POWER OF ATTORNEY made on the 2nd day of December 2003 by **CHARLES RAYMOND HAY** of 9 Paul Crescent, Epping in the State of Victoria in pursuance of Section 114 of the *Instruments Act* 1958.

1. I **APPOINT** my son **STEPHEN FENTON GLEN HAY** of 3 Skyline Drive, Maribyrnong in the said State and my daughter **SONIA AUDREY NEILL** of RSD 6318 Glenaroua Road, Broadford in the said State jointly to be my Attorneys and I **DIRECT** that my Attorneys cannot act on a singular basis.
2. I **AUTHORISE** my Attorneys to do on my behalf anything that I may lawfully authorise an attorney to do.
3. I **DECLARE** that this Power of Attorney shall continue to operate and have full force and effect notwithstanding that I may subsequently become incapable.



SIGNED SEALED AND DELIVERED by the said **CHARLES RAYMOND HAY** in the presence of:

[Signature]
.....
CHARLES RAYMOND HAY

Witnessed by:

AD005180W

27/07/2004 \$59 173



[Signature]
.....
Signature of Witness

GRAHAM NEILL
.....
Name of Witness

5 KIMBERLEY DRIVE
.....
Address of Witness

BROADFORD VIC 3658
.....

Witnessed by:

[Signature]
.....
Signature of Witness

Audrey June HAY
.....
Name of Witness

9 Paul Cresc
.....
Address of Witness

EPPING 3076
.....

I, **TIMOTHY VANNAN RINTOUL** certify that this is a true copy of the power of attorney of Charles Raymond Hay

TIMOTHY VANNAN RINTOUL
563 Lt. Lonsdale St., Melbourne
A natural person who is a current practitioner within the meaning of the Legal Practice Act 1986.

SPECIMEN SIGNATURE OF ATTORNEYS

[Signature]
.....
STEPHEN FENTON GLEN HAY

[Signature]
.....
SONIA AUDREY NEILL

AD005180W

27/07/2004 \$59 173



PLANNING AND ENVIROMENT ACT 1987

SECTION 173 AGREEMENT

WHITTLESEA CITY COUNCIL

AND

HAYSTON VALLEY ESTATE PTY LTD

Hayston Valley Estate, stage 2
Building Envelopes & Tree Exclusion Zones
Lot Fencing Abutting Reserves

BEST HOOPER

Solicitors

563 Little Lonsdale Street
MELBOURNE VIC 3000



DAD005180W-3-6

THIS AGREEMENT made the

day of

AD005180W

2004

27/07/2004 \$59 173



BETWEEN

CITY OF WHITTLESEA of Ferres Boulevard, South Morang in the State of Victoria (hereinafter called "the Council") of the first part

AND

HAYSTON VALLEY ESTATE PTY LTD (ACN 094 697 088) of Level 2, 479 St Kilda Road, Melbourne in the State of Victoria (hereinafter called "the Owner") of the second part

WHEREAS:

- A. The Owner is the registered proprietor of the Land contained in Certificates of Title Volume 10678 Folio 005 and Volume 10679 Folio 875 situated at 110 Epping Road, Epping ("the Land").
- B. On 27 May 2003 the Council issued Permit No. 707589 ("Permit") allowing the Land to be subdivided in stages in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Conditions 21 and 23 of the Permit require the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Permit is attached to this Agreement and marked "A".
- C. The parties enter into this agreement:-
 - (a) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Land and the vicinity thereof;
 - (b) to comply with conditions 21 and 23 of the Permit.
- D. Council is the responsible authority pursuant to the Act for the Planning Scheme.
- E. As at the date of this Agreement, the Land is encumbered by Mortgage Nos. AB622237T and ~~AC540646W~~ ^{AC782696D} in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Land.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:-

- 1. Without limiting the operation or effect which this agreement otherwise has, the parties hereto acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Planning & Environment Act 1987 and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Land may be used and developed for specified purposes.



DAD005180W-4-4

2. Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

3. The Owner covenants and agrees that:-

- (a) the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building or Works on any lot outside of a Building Envelope, without the written consent of Council;
- (b) during any Building and Works on the Land, the Tree Exclusion Zone must be fenced and treated in accordance with the document attached to this Agreement and marked "C".
- (c) the Owner will not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building or Works within any Tree Exclusion Zone;
- (d) the Owner must ensure that no Tree to be Retained is destroyed, felled, lopped, ringbarked or uprooted without the written consent of Council.

4. The Owner covenants and agrees that the Owner of each lot which borders on any Reserve must, at its own cost, maintain and repair all fences on the boundaries between their lot and the Reserve to the satisfaction of Council, except where damage is caused to the fence by Council whilst undertaking maintenance works.

5. The Owner further covenants and agrees that:

- (a) the Owner will do all things necessary to give effect to this Agreement;
- (b) 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 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.

6. The Owner warrants and covenants that:-

- (a) it is the registered proprietor and beneficial owner of the Land;
- (b) save for a mortgage to Charles Raymond Hay and the ANZ Banking Group Ltd, there are no mortgages or other rights inherent in any person affecting the Land and not disclosed by the usual searches;

AD005180W

27/07/2004 \$59 173



DAD005180W-5-2



- (c) the Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights, or encumbrances mentioned in Section 42 Transfer of Land Act 1958.

- 7. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its successors the existence and nature of this Agreement.

- 8. The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

- 9. Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title shall be required to:
 - (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - (b) execute a deed agreeing to be bound by the terms of this Agreement.

- 10. Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement 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.

- 11. 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 served and the other provisions of this Agreement will remain operative.

- 12. 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 Land or relating to any use or development of the Land.

- 13. In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

AD005180W

27/07/2004 \$59 173



Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Building has the same meaning as in the Act and includes dwellings, swimming pools, carports, tennis courts and out-buildings.

Building Envelope means any area delineated and identified on the Endorsed Plan as a "building envelope" or the like.

Endorsed Plans means the plans endorsed with the stamp of Council from time to time as the plans which forms part of the Permit, including engineering plans and landscape plans. A copy of the plans endorsed as at the date of this Agreement are attached to this Agreement and marked with the letter "B".

lot means a lot on the Endorsed Plan.

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

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

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

Reserve means any area shown as a "reserve" on the Endorsed Plan or on any other registered plan of subdivision.

Tree Exclusion Zone means each area delineated and identified on the Endorsed Plan as a "tree exclusion zone" or the like.

Tree to be Retained means any tree on the Land which is located within a Tree Exclusion Zone.

Works has the same meaning as in the Act.

AD005180W

27/07/2004 \$59

173



DAD005180W-7-9

14. In this Agreement unless the context admits otherwise:

- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (d) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (e) 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.
- (f) 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.
- (g) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- (h) 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 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.



IN WITNESS WHEREOF:-

THE COMMON SEAL of WHITTLESEA CITY COUNCIL)
is hereunto affixed in the presence of:-)




Chief Executive Officer

AD005180W

27/07/2004 \$59 173



EXECUTED by HAYSTON VALLEY ESTATE)
(ACN 094 697 088) in accordance with its)
Constitution in the presence of:-)



Stephen Hay
Signature of Director

[Signature]
Signature of Secretary

STEPHEN HAY
Full Name

KENNETH ROWLAND BIRD
Full Name

3 Skyline Drive Maribyrnong
Usual address
Vic.

601/241 WELLINGTON ROAD
EAST RUSSELL PARK
Usual address

ANZ Banking Group Ltd as Mortgagee of registered mortgage No. ^{ACT782696D}~~AC540646W~~ 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.

*Australia and New Zealand Banking Group Limited by its attorney
Judy Budge who holds office as
Manager for the time being
under power of attorney dated
18/11/2002 a certified copy
of which is filed in the permanent
order book number 277 at page 19*

Charles Raymond Hay as Mortgagee of registered mortgage No. AB622237T 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.

Stephen Hay *Sonia A Peull*
as under Power of Attorney dated 2/12/03

AD005180W

27/07/2004 \$59 173



'A'

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

AD005180W

27/07/2004 \$59 173



PLANNING PERMIT

WHITTLESEA PLANNING
SCHEME

ADDRESS OF THE LAND:

110 EPPING ROAD, EPPING
LOT: 1 TP: 815546W



DAD005180W-10-2

THE PERMIT ALLOWS:

STAGED SUBDIVISION OF THE WESTERN SECTOR OF THE LAND
(SECTION A) INTO RESIDENTIAL ALLOTMENTS IN ACCORDANCE WITH
THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. **Amended Plan Required**

Before the plans of subdivision can be certified, three copies of amended plans must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and be generally in accordance with the plans submitted (with the application or some other specified plans) but modified to show:

- (a) All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements.
- (b) Provision of a road reserve adjacent to the residential lots within Reserves A and D. The road reserves must be of a sufficient width to contain paths and services.

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the
Responsible Authority:

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

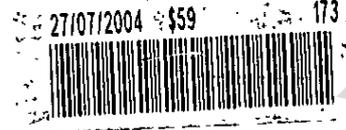
- The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

AD005180W



WHEN DOES A PERMIT EXPIRE?



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

WHAT ABOUT APPEALS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An appeal is lodged with the Victorian Civil and Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal, and must be accompanied by the prescribed fee.
- An appeal must state the grounds upon which it is based.
- An appeal must also be served on the Responsible Authority.
- Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
- The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.

- (c) Survey details of the canopy and trunk location and size of all trees proposed to be retained noting that where these differ significantly from the current plans, Council may require the subdivision to be redesigned to properly accommodate the tree or trees.
- (d) The dimensions and layout of turn-arounds in "No-Through" roads, courts, cul-de-sacs, etc. such that the Austroads 8.8m service vehicle can negotiate a three-point turn unencumbered by on-street parking. In addition, the swept path of the service vehicles and the nominated on-street parking for adjacent lots, should be indicated.
- (e) Building envelopes for all lots between 300m² and 500m² in accordance with Clause 56.06 of the Whittlesea Planning Scheme.

2. **Section 173 Agreement – Neighbourhood Commercial Facility**

Prior to the issue of a Statement of Compliance, the permit holder must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide for the following:

- (a) A designated site to be used for the purposes of a Neighbourhood Commercial Facility in accordance with the Hayston Valley Development Plan. The site must preserve opportunities for non-residential uses on the land for a period of six years.

All costs associated with the preparation and execution of the Agreement must be borne by the permit holder.



3. **Layout Not Altered**

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

4. **Subdivision Restriction**

Prior to certification of the subdivision or any stage thereof, a restriction stating that not more than one dwelling may be constructed on each lot on this plan, shall form part of the approved Plan of Subdivision.

i. **Landscape Masterplan**

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

- (a) the landscaping theme to be developed for the subdivision;



Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:



- (b) the type of species to be used for street tree planting in various stages of the subdivision.

6. Functional Layout Plan Requirements

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

- (a) the width of each street reserve together with typical cross sections;
- (b) location and material type of carriageway pavement, parking bays, kerbs, footpaths, cycle paths, vehicle entrances and traffic control devices;
- (c) location of street trees and other roadside landscaping;
- (d) location of existing vegetation to be retained including delineation of the canopy;
- (e) location of street furniture, including public lighting, seats, bus stops, telephone boxes, mail boxes, multiple rubbish bin collection points, bollards etc;
- (f) the proposed drainage network including special features (overland flow paths, outfall drains and/or waterways).
- (g) table of space allocation (offsets) for utility services;
- (h) the intersection layout of the collector road and Epping Road.

7. Demolition of the Old Travellers Inn

The demolition of the Old Travellers Inn (Hays Homestead) and associated outbuildings must be undertaken in accordance with the requirements of Heritage Victoria and the interpretive recommendations contained in the report 'Hays Homestead, Epping North (H7922/0213): Proposed Options for Heritage Interpretation, O E Nicolson, September, 2001.

No subdivision works shall occur within the area defined 'Archaeologically Sensitive Area included in Historic Site Complex Hays Homestead, H 7922-0213' as detailed in the abovementioned report until these requirements have been satisfied to the satisfaction of the Responsible Authority. No subdivision works shall occur until this area has been fenced off to the satisfaction of the Responsible Authority.

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the
Responsible Authority: JPh





8. Landscape Plans

Prior to the issue of a Statement of Compliance landscaping shall be provided in accordance with detailed landscape plans for individual streets and reserves that must be submitted to and approved by the Responsible Authority.

Where the proposed landscaping on a stage of subdivision includes works other than the planting of vegetation the Landscape Plans must be submitted to the Responsible Authority prior to the approval of Construction Plans (Engineering Plans).

The landscape plans must be drawn to scale with dimensions and show all proposed landscaping, including details of any vegetation to be retained, the location of all new planting, a schedule of plant species, including height at maturity and the method for maintenance.

Where relevant (as determined by the Responsible Authority) the landscape plans must also include:

- Incorporation of Hays Homestead elements.
- Reuse of dismantled dry stone walls.

Note: Where sufficient landscaping detail is shown on the Landscape Masterplan then individual landscape plans may not be necessary.

9. Staged Plan

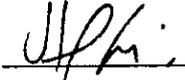
Where the subdivision is to be developed in stages, a satisfactory sequential staging plan must be submitted to and approved by the Responsible Authority.

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

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

- (a) the design for full construction of streets and underground drainage, including measures to control/capture pollutants and silt;
- (b) the provision for all services and conduits (underground) including alignments and offsets on a separate plan nominated for that purpose;
- (c) traffic control measures as required by the Responsible Authority;

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority: 





- (d) the provision of street name plates to Council's standard design;
- (e) the provision of concrete footpaths (1.5 metres wide) and shared cycle paths (2.5 metres wide) in locations acceptable to the Responsible Authority;
- (f) the provision of underground easement drains of sufficient capacity to serve all allotments being created to a legal point of discharge and the provision of an inlet on each such allotment;
- (g) the provision of vehicle exclusion fencing (bollards etc.) and lot boundary fencing abutting reserves;
- (h) appropriate mechanisms for protecting environmental assets during the construction phase of the subdivision in accordance with requirements of the Responsible Authority;
- (i) permanent survey marks to the satisfaction of the Responsible Authority;
- (j) provision and construction of conduits, pits and ancillary works for optical fibre telecommunications services in accordance with Clause 22.13 Telecommunications Conduit Policy of the Whittlesea Planning Scheme.
- (k) vehicle exclusion fencing and lot boundary fencing abutting reserves.

11. Bonding of Approved Landscape Works

If the permit holder wishes to obtain a Statement of Compliance prior to undertaking landscaping works, he/she must, at the time of lodging the plans, provide the Responsible Authority with a Works Program and estimate of cost for the works, so that the Responsible Authority can calculate an appropriate bond amount for the provision and maintenance of the works. Any reserves shown on the approved plans must be maintained by the permit holder to the satisfaction of the Responsible Authority, until the Responsible Authority takes over maintenance responsibility for those reserves.

12. Conduits Requirement

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

AD005180W

27/07/2004 \$59 173



Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:



13. As Constructed Plans

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

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

14. Certification Plan Requirements

Before certification of the subdivision, 14 copies of a plan including two signed heavyweight plans must be submitted as part of the certification application showing all bearings, distances, street names, lot numbers, and any necessary easements.

15. Stormwater Drainage

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

The following is noted about the drainage requirements:

- Land east of Findon Creek must accommodate water sensitive urban design treatments.
- Land west of Findon Creek may provide conventional drainage on the basis that a detailed design and analysis of the wetlands can achieve discharge water quality, volume and times of concentration at least equivalent to that which would be achieved by typical onroad water sensitive urban design treatments.

Temporary drainage works must be installed, maintained and removed with full reinstatement to the satisfaction of the Responsible Authority.

16. Notification of commencement of Street Tree Planting, Landscaping Works and Engineering Works

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

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:

AD005180W

27/07/2004 \$59 173





minimum of five days prior to the holding of a pre-commencement meeting on the site of the works.

Works shall only be permitted to commence after the following:

- (i) Approval of the Site Management Plan by the Responsible Authority.
- (ii) The conduct of a pre-commencement meeting attended by authorised representatives of the construction contractor and project superintendent as appointed by the developer and representatives of the City of Whittlesea.
- (iii) Completion and ongoing maintenance during works to the satisfaction of the Responsible Authority all environmental protection measures identified in the approved Site Management Plan as prerequisites for the commencement of any works.
- (iv) A Road Opening Permit has been obtained consenting to works on roads external to the site, from the City of Whittlesea.

AD005180W

27/07/2004 \$59 173



17. Completion of Street Tree Planting, landscaping and other works

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

18. Maintenance Period – Street trees and landscaping works

- (a) Prior to commencement of works hereby permitted, there shall be lodged with the Council an amount equivalent to 150% of the cost of the proposed works as security deposit for the satisfactory completion and maintenance of street tree planting and landscaping works required.
- (b) Upon completion of the street tree planting and landscaping works the developer must notify Council's Parks and Gardens Department to undertake an inspection. If the works have been completed to the satisfaction of the Parks and Gardens Department, Council will refund up to 80% of the security bond.
- (c) Upon the maintenance of the street tree planting and landscaping works for a period of two full summers from the Issue of a Statement of Compliance the developer must notify Council's Parks and Gardens Department to undertake an inspection. If the works have been maintained to the satisfaction of the Parks and Gardens Department Council will refund the balance of the security bond.

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:

- (d) In the event that the street tree planting and landscaping works are not completed or maintained to the satisfaction of Council then Council may complete and/or maintain the works and deduct the cost thereof (including supervision) from any security bond lodged pursuant to this permit.

19. Embellishment of Open Space

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

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

AD005180W

27/07/2004 \$59

173



DAD005180W-18-1

20. Tree Protection Mechanisms (Plan)

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

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

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

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

21. Building Envelope Plan and Tree Exclusion Zone (S173 Agreement)

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

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:



DAD005180W-19-5

- (a) Any lot containing a building envelope must be developed in accordance with the Building Envelope Plan(s) and any conditions/requirements thereof approved under this permit, unless written consent is obtained from the Responsible Authority to vary the Plan.
- (b) During the construction stage of the subdivision, the tree exclusion zones are to be fenced and treated in accordance with the attached document.
- (c) No buildings are to be constructed or development occur within the tree exclusion zone.
- (d) No trees shown for retention on the endorsed plan shall be removed, lopped or destroyed, without the written consent of the Responsible Authority.

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

22. Tree Protection Mechanisms (Security Deposit)

- (a) Prior to commencement of the subdivision hereby permitted, or at such later date as the Responsible Authority may approve in writing, there shall be lodged with the Responsible Authority an amount of \$100,000 as security deposit for the satisfactory completion of the requirements in relation to tree preservation and to ensure that trees are not damaged during the construction phase.
- (b) Upon completion of the subdivision works to the satisfaction of the Responsible Authority, the Responsible Authority will refund the security deposit.
- (c) In the event that the tree protection requirements are not adhered to or maintained to the satisfaction of the Responsible Authority or the trees are damaged, the Responsible Authority may complete and/or maintain the necessary work and deduct the cost thereof (including supervision) from any security deposit lodged pursuant to this condition.

23. Fences adjoining Reserves

- (a) All fences adjoining Council Reserves are to be erected by the developer at no cost to Council.
- (b) Prior to the issue of the Statement of Compliance, the developer must enter into an agreement pursuant to Section 173 of the Planning and Environment Act, which requires the future maintenance and repair of all fences abutting open space or tree reserves to be the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve).

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:

AD005180W

27/07/2004 \$59 173





24. Removal of Topsoil

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

25. Street Lighting

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

26. Filling of Land

All filling on the site shall be compacted in accordance with level 1 supervision as defined by AS3798-1996 and to specifications approved by the Responsible Authority.

27. Development Contributions

Prior to the issue of the Statement of Compliance for this subdivision or any stage of this subdivision, the permit holder must pay the Council a sum of money and/or provision of land as the Development Contributions in accordance with the Development Contributions Plan Overlay Schedule 2, the Harvest Home Local Structure Plan, the Hayston Valley Development Plan and/or any existing infrastructure agreement.

Note: Development contributions include contributions for Community Infrastructure.

28. Restrictive Covenant Restriction

Except with the prior written approval from the Responsible Authority, no restrictive covenant or similar control shall be included on the title to any lot created within the subdivision.

29. Construction Access Maintenance



DAD005180W-20-1

Prior to commencing any works, the developer is to provide appropriate vehicle-cleaning facilities to the satisfaction of the Responsible Authority. The facilities must be managed during the construction stage to ensure no spoil or litter is deposited or left where it will reduce amenity or impact upon traffic and/or public safety. Such facilities must remain in place until the completion of all subdivision construction works contributing to their need.

30. Erosion and Sediment Control Plan

Prior to the commencement of any works, an Erosion and Sediment Control Plan must be prepared and submitted for approval by the Responsible Authority. The Erosion and Sediment Control Plan must detail site management practices

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:



to be implemented during the construction phases of the development. The management plan is to be prepared in accordance with the EPA guidelines.

VicRoads Conditions

- 31. Prior to the commencement of any works the developer will be required to enter into a Section 173 agreement to specify the construction of traffic signals at the appropriate stage of the development of the subdivision. The agreement shall specify that the developer shall pay for all of the works for the traffic signals and associated civil works at the intersection of Epping Road and the main Collector Road, plus a 10 year maintenance cost.

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

Note: VicRoads and the Responsible Authority will endeavour to facilitate an equitable cost sharing arrangement between the relevant properties (namely 110 Epping Road and 75-95 Epping Road) for all costs associated with intersection works.

- 32. Prior to the commencement of any works, involved in the subdivision of the land, the following specified works must be carried out to the satisfaction of VicRoads and the Responsible Authority:

- Construct the access road from Epping Road shown on the endorsed plans in accordance with engineering plans approved by the responsible authority and VicRoads; and
- Construct an associated type "C" intersection treatment to that access road in accordance with engineering plans approved by the responsible authority and VicRoads.

- 33. Immediately after the construction of the service road located on the land to the north described as 140 Epping Road, Epping, the Hayston Valley service road must be converted into a one way road with no direct connection points to Epping Road. If the service road has not been converted into a one way road prior to the last Statement of Compliance being issued for 110 Epping Road, Epping, a contribution must be paid to the responsible authority for the cost of carrying out these works.

- 34. Prior to the two-way service road treatment being opened to traffic, screening must be installed to the satisfaction of VicRoads to prevent any glaring to the Epping Road traffic.

- 35. To the satisfaction of VicRoads and the Responsible Authority underground drainage shall be relocated from where it crosses Epping Road south of Harvest Home Road, to west of the Epping Road Reserve to protect the possible future duplication of Epping Road.



Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:



- 36. To the satisfaction of and at no cost to VicRoads and the responsible authority the developer shall be responsible for all mitigating works.
- 37. Construction activities within the road reserve must be performed in accordance with the relevant sections of VicRoads' Standard Specification for Roadworks to the satisfaction of VicRoads and the Responsible Authority.
- 38. Work site traffic management practices must be in accordance with the Australian Standard A.S. 1742.3 – 1996 "Manual of uniform traffic control devices – Part 3: Traffic control devices for works on roads".

Melbourne Water Conditions

- 39. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- 40. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- 41. Unless otherwise agreed in writing by Melbourne Water, all lot levels must be a minimum of 600 mm above the applicable flood level of Findons Creek.
- 42. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways during the construction of subdivision works.
- 43. Prior to commencement of works separate application, direct to Melbourne Water, must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses. Prior to accepting an application, evidence must be provided demonstrating that Council has considered that it is not feasible to connect to the local drainage system.
- 44. At least seven days prior to the construction a Site Management Plan, detailing pollution and sediment control measures, must be submitted to Melbourne Water.
- 5. Engineering Plans of the subdivision (A1 size) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.
- 46. Any roadway designed to act as an overland flow path must be designed in accordance with Melbourne Water's Land Development Manual Appendix G. Unless otherwise agreed with Melbourne Water, finished lot levels must achieve a minimum of 300mm freeboard above the associated flood level.



Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:



Yarra Valley Water Conditions

- 47. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
- 48. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

TXU Conditions

- 49. Prior to the issue of the Statement of Compliance the applicant must:
 - (a) Enter into an agreement with TXU for supply of electricity to each lot on the endorsed plan.
 - (b) Enter into an agreement with TXU for the rearrangement of the existing electricity supply system.
 - (c) Enter into an agreement with TXU for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by TXU.
 - (d) Obtain for the use of TXU any other easement required to service the lots.
 - (e) Adjust the position of any existing TXU easement to accord with the position of the electricity line(s) as determined by survey.
 - (f) Set aside on the plan of subdivision Reserves for the use of TXU for electricity substations.
- 50. Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.
- 51. Prospective purchasers of lots on this plan should contact TXU to determine the availability of a supply of electricity. Financial contributions may be required.

Telstra Conditions

- 52. Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for provision of Telecommunication Services to each lot created in the subdivision.
- 53. Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.



Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:



- 54. The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

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

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

Country Fire Authority Conditions

AD005180W

27/07/2004 \$59 173



Access

- 56. All Roads must be designed, constructed and maintained for a minimum load limit of 15 tonnes and be of all weather capacity to allow safe two way access in and around the subdivision.
- 57. There must be no obstructions within one metre of the edge of the formed width of roads at any time, and there must be four metres height clearance above all roads to allow fire vehicle access.
- 58. The minimum width of the trafficable road must be six metres.
- 59. Adequate provision for turning of fire brigade vehicles must be provided in dead end roads and cul de sacs by either:
 - (a) A court bowl with a minimum trafficable area of 10 metres radius; or
 - (b) A "T" head or "Y" head with a minimum formed road surface of each leg being at least 8 metres length measured from the centre point of the head, and 4 metres trafficable width; or
 - (c) The provision of alternative access approved by CFA.
- 60. The amount and location of parking facilities should not impede access of emergency vehicles (Off-street parking is therefore encouraged where possible).
- 61. Bridges and culverts must comply with the Australian Bridge Design Code 1996 (Austroads), and live load shall be SM1600 Traffic Design Loading.
- 62. The average grade should be no greater than 1 in 7 (14.4%), however, a maximum of 1 in 5 (20%) may be allowed for a maximum of 50 metres. Dips should have no more than a 1 in 8 entry and exit angle.
- 63. All roads should have a maximum cross fall alignment of 1 in 33 (3%) and a minimum of curves.
- 64. Curves should have a minimum inner radius of ten metres.

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:



Water Supply

- 65. Fire hydrants must be supplied to the satisfaction of the CFA. The hydrants must be located within 120 metres of the outer edge of every building envelope with the spacing between hydrants being a maximum of 200 metres.
- 66. Fire hydrants must be clearly identified in accordance with the Fire Service Guideline – Identification of Street Hydrants for Fire Fighting Purposes.

Protective Features

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

SPI PowerNet Conditions

- 68. Written agreement to the final plan of subdivision is obtained from SPI PowerNet prior to certification.
- 69. Adjust the position of the SPI PowerNet easement where necessary to accord with the position of the existing transmission line as determined by survey.
- 70. Gates, to SPI PowerNet requirements, must be installed in any new boundary fences, which cross the SPI PowerNet easement to enable access to SPI PowerNet vehicles.
- 71. Details of any proposed roads on the easement must be submitted to and approved by SPI PowerNet prior to certification.
Please note that the alignment of the future 220kV transmission line is situated 18.29 metres north from the southern boundary of the easement and in parallel with the existing 500kV lines.
- 72. Details of any proposed installation of services within the easement must be submitted to SPI PowerNet and approved in writing prior to the commencement of work on site.

AD005180W

27/07/2004 \$59 173



NOTES:

Time Limit Note

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

- (a) the plan is not certified within two years of the issue of the permit; or

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:

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

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

Native Vegetation Note

A permit may be required to remove native vegetation. It is recommended that the developer seek confirmation for the removal of any native vegetation from the Responsible Authority.

Melbourne Water Note

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Katherine Miller on telephone 9235 2206, quoting Melbourne Water's reference 83091.

Amended Permit Note

This permit was amended on 22 October 2003 in the following manner:

- The requirements requested by SPI PowerNet have been included as Conditions Nos. 68-72. These conditions were originally omitted as a result of an administrative oversight.



AD005180W

27/07/2004 \$59 173



Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:

'B'

PLAN OF SUBDIVISION	Stage No. /	LR use only EDITION	Plan Number PS 513912U
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Location of Land
 Parish: WOLLERT
 Township: -
 Section: 10
 Crown Allotment: -
 Crown Portion: 4 (PART)
 Title References
 C/T VOL FOL ...
 Last Plan Reference: Lot A on PS 511702S

Postal Address: 110 EPPING ROAD
 (At time of subdivision) EPPING 3076

AMG Co-ordinates: E 326 200
 (Of approx. centre of plan) N 5 833 400 Zone 55

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 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 / /

AD005180W

27/07/2004 \$59 173



Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL

Notations

Depth Limitations: DOES NOT APPLY

Staging: This is not a staged subdivision
Planning permit No.

Lots 1 to 74 (both inclusive) have been omitted from this plan



DAD005180W-27-6

Survey: This plan is based on survey AP121957D & AP122159D
 (To be completed where applicable)

This survey has been connected to permanent mark no(s). 27 & 76
 in Proclaimed Survey Area no. -

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Sewerage	2	PS 511702S	Yarra Valley Water Limited
E-2	Drainage	2	PS 511702S	Whittlesea City Council
E-3	Electricity Supply	See Diag.	C/E E315622	State Electricity Commission
E-4	Drainage	2	PS 511702S	Whittlesea City Council
E-4	Sewerage	2	PS 511702S	Yarra Valley Water Limited
E-5	Sewerage	2	This Plan	Yarra Valley Water Limited
E-6	Drainage	2	This Plan	Whittlesea City Council
E-7	Drainage	2	This Plan	Whittlesea City Council
E-7	Sewerage	2	This Plan	Yarra Valley Water Limited
E-8	Drainage	3	This Plan	Whittlesea City Council
E-8	Sewerage	3	This Plan	Yarra Valley Water Limited

LR use only

Statement of compliance/
Exemption Statement

Received

Date: / /

LR use only

PLAN REGISTERED
TIME
Date: / /

Assistant Registrar of Titles.

HAYSTON VALLEY ESTATE - STAGE 2 (105 LOTS) AREA OF STAGE - 8.218ha Sheet 1 of 9 Sheets

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 Consulting Group Pty Ltd
 24 Albert Road South Melbourne Vic 3205 Australia
 AQN 050 029 431 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999
 Email coms@coomes.com.au Web www.coomes.com.au

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE [Signature] DATE 13/4/04

REF: 7410SV00 VERSION 7

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 HILL LOCATION: 1774101410 SV00.DWG
 LAYOUT NAME: Sheet 1
 SAVL DATE: Wed 07 Apr 2004 17:32 LASF: SAVLD BY: mshill

DATE / /

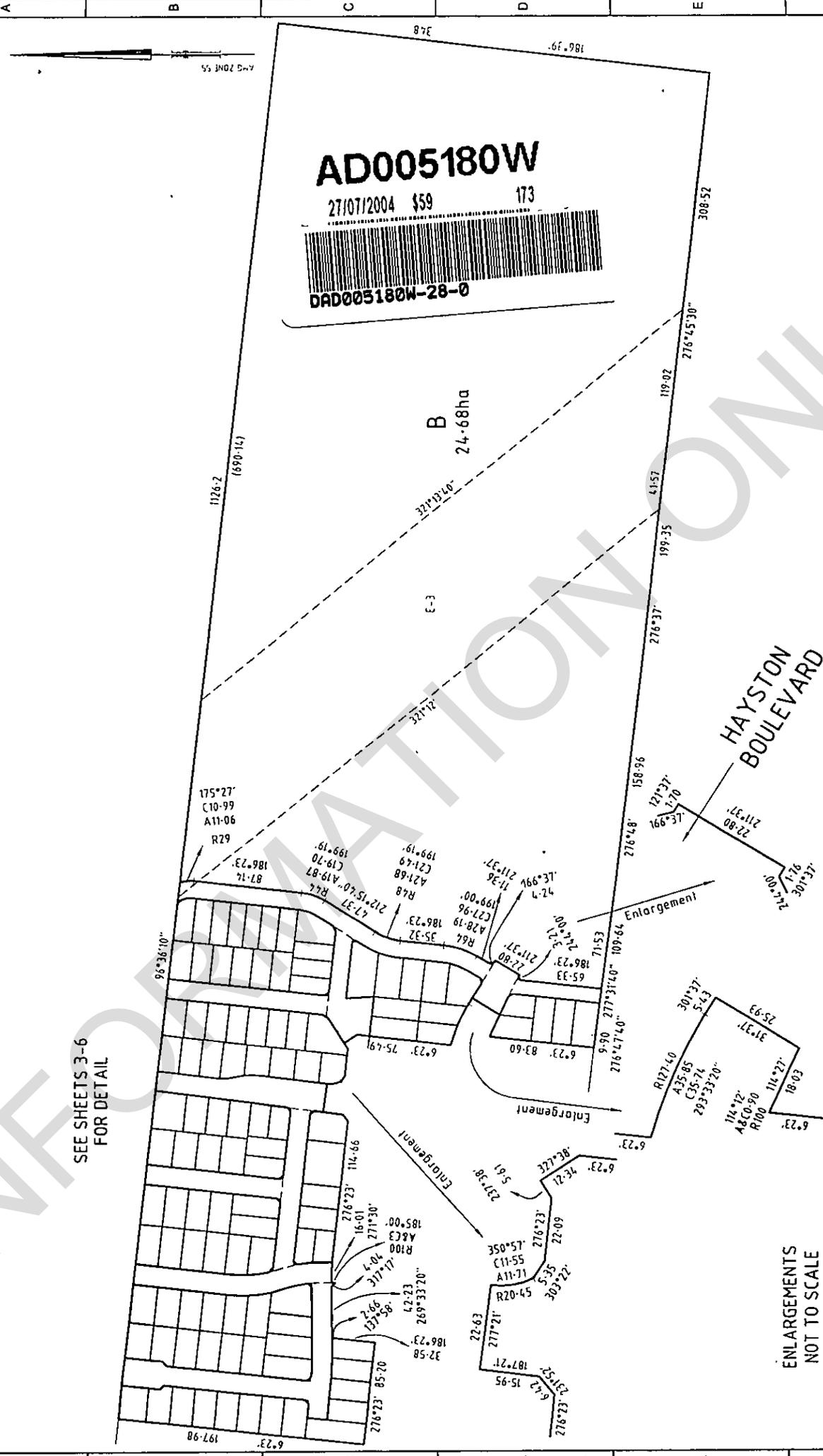
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No /

Plan Number
PS 513912U



SEE SHEETS 3-6 FOR DETAIL

AD005180W



ENLARGEMENTS
NOT TO SCALE

<p>Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering</p> <p>Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne VIC 3205 Australia ACN 06 07 03 Tel (61) 3 9993 7188 Fax (61) 3 9993 7999 Email: coomes@coomes.com.au Web: www.coomes.com.au</p>	<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE SHEET SIZE</p> <p>1:3000 A3</p>	<p>LICENSED SURVEYOR (PRINT) Keith Robert Jones</p> <p>SIGNATURE <i>Keith Robert Jones</i> DATE 13/4/04</p> <p>REF 7410SV00 (STAGE 2) VERSION 7</p> <p>FILE NAME: P410SV00.dwg FILE LOCATION: F:\7410\0410-SUB-DWG1 SAVE DATE: Wed, 07 Sep 2004 17:32 LAST SAVED BY: rjones</p>	<p>Sheet 2 of 9 Sheets</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
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PLAN OF SUBDIVISION

Stage No /

Plan Number

PS 513912U

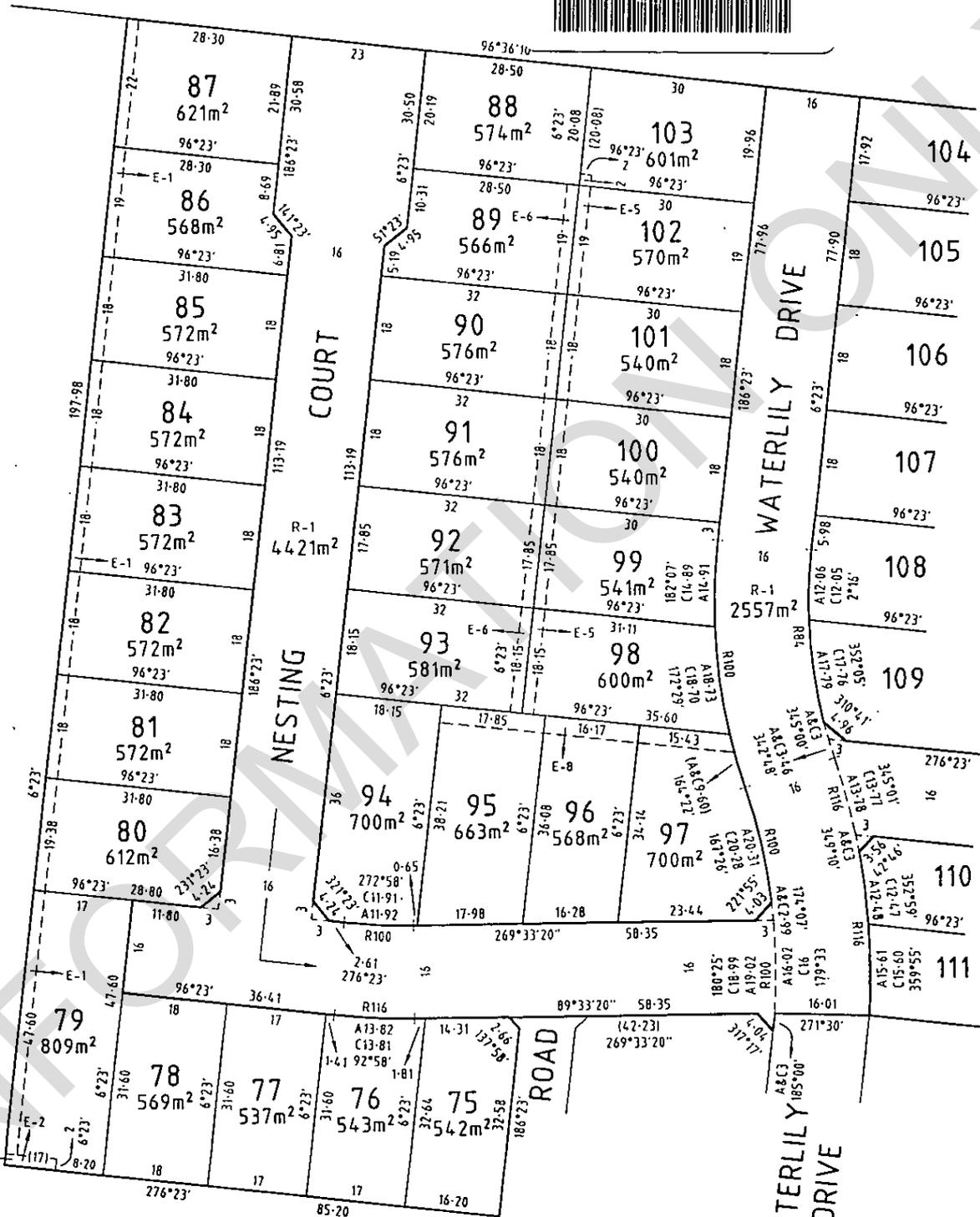
AD005180W

27/07/2004 \$59 173



ANG ZONE 55

SEE SHEET 4



DAD005180W-29-3

Sheet 3 of 9 Sheets

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SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
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DATE / /
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Original sheet size A3

PLAN OF SUBDIVISION

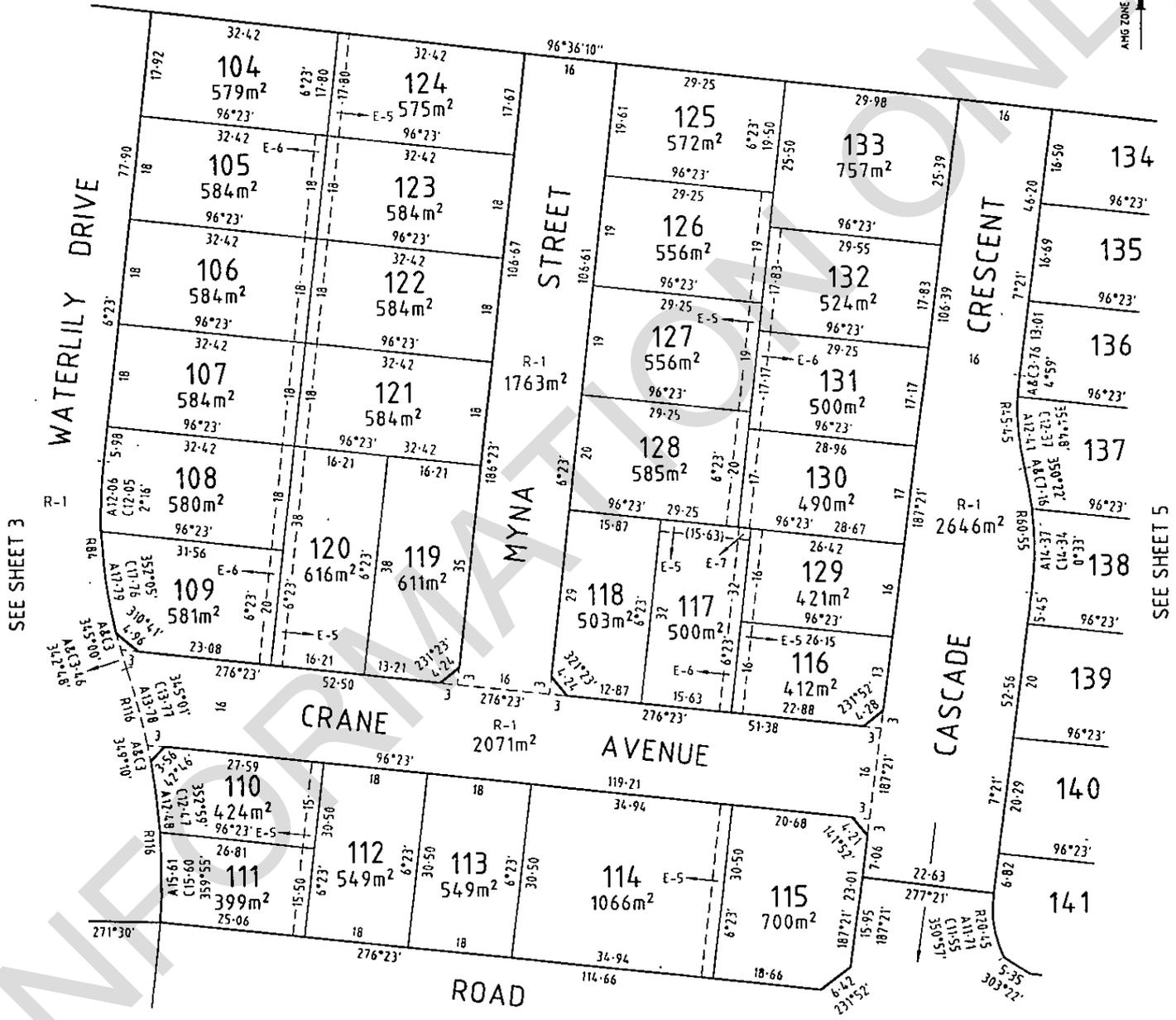
Stage No / Plan Number
PS 513912U

AD005180W

27/07/2004 \$59 173



ANG ZONE 55



SEE SHEET 3

SEE SHEET 5



DAD005180W-30-9

Sheet 4 of 9 Sheets

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Email: coomes@coomes.com.au Web: www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

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DATE / /
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No

Plan Number

PS 513912U



DAD005180W-31-2

AMG ZONE 55



SEE SHEET 4

SEE SHEET 2

SEE SHEET 6

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27/07/2004 \$59 173



1 of 9 Sheets

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SCALE

LENGTHS ARE IN METRES

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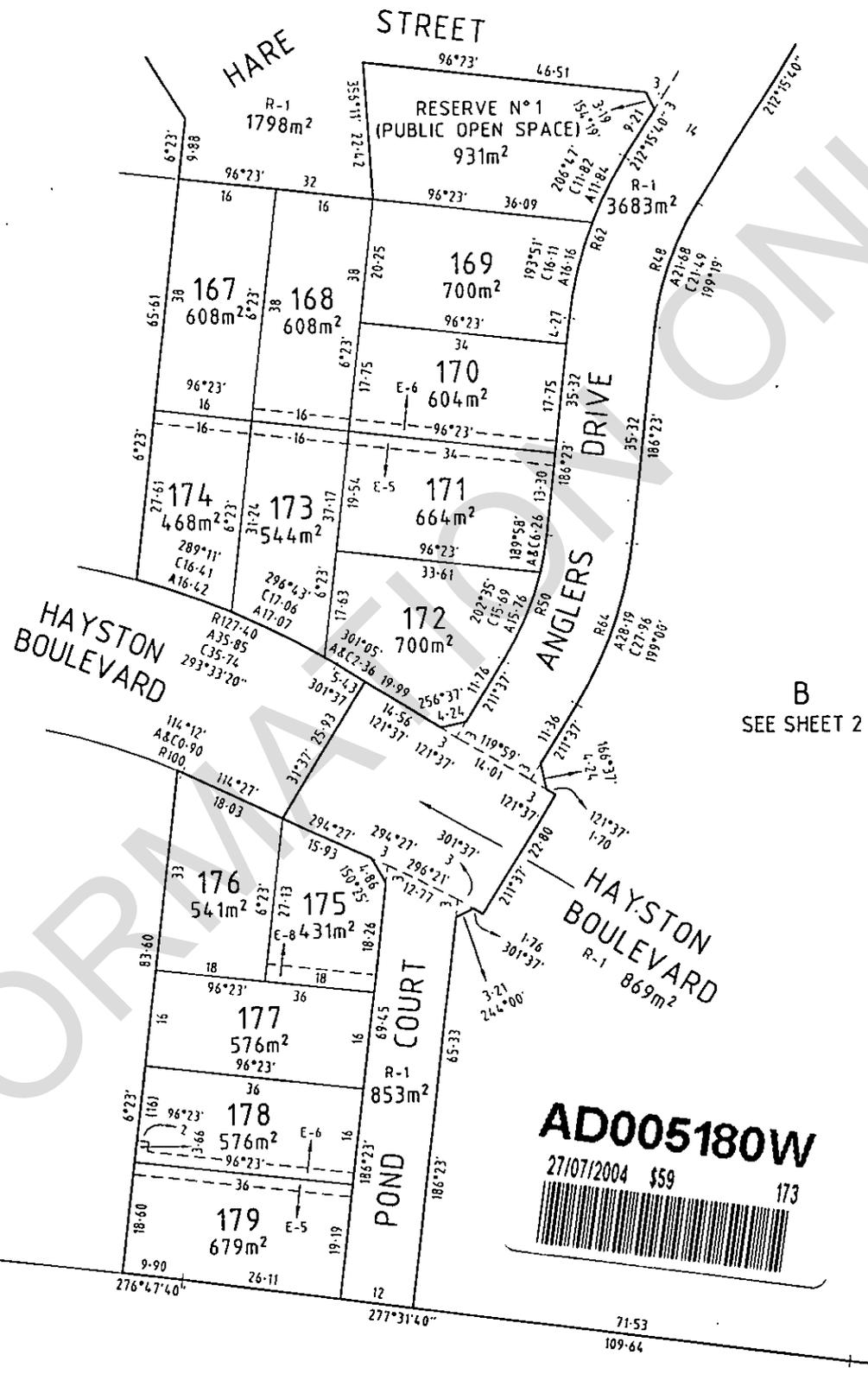
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DATE / /
COUNCIL DELEGATE
SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION	Stage No /	Plan Number PS 513912U
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SEE SHEET 5



B
SEE SHEET 2

AD005180W

27/07/2004 \$59 173

Sheet 6 of 9 Sheets

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SCALE

LENGTHS ARE IN METRES

ORIGINAL
SCALE SHEET SIZE
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DATE / /
COUNCIL DELEGATE
SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

Stage No
/

Plan Number

PS 513912U

CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan.

For the purposes of this restriction:

- (a) A dwelling means a building that contains self-contained living accommodation.
- (b) A building means any structure except a fence.
- (c) All distances are shown in metres.

LAND TO BENEFIT: Lots 75 to 179 (all inclusive) on this plan.

LAND TO BE BURDENED: Lots 75 to 179 (all inclusive) on this plan.

DESCRIPTION OF RESTRICTION: The registered proprietor or proprietors of any lot on this plan to which any of the following restrictions applies shall not

- 1) Construct more than one dwelling on any lot on this plan.
- 2) For Lots 110, 111, 114, 116, 117, 129 to 131, 133 to 135, 138 to 141, 143 to 146, 156 to 158, 160 to 165, 174, 175 and 179 (all inclusive) construct any dwelling outside the area shown thus  on Sheets 8 and 9 of this plan.
- 3) For Lots 87, 88, 114, 129, 130, 133 and 179 construct any building within the tree exclusion zone shown thus  on Sheets 8 and 9 of this plan.

NOTE : The provisions of the Whittlesea Planning Scheme, the Hayston Valley siting and design guidelines for new homes and Rescode apply to all lots on this plan.



DAD005180W-33-0

AD005180W

27/07/2004 \$59 173



Sheet 7 of 9 Sheets

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ORIGINAL
SCALE SHEET
SIZE
A3

LICENSED SURVEYOR *Keith Robert Jones*
SIGNATURE *[Signature]* DATE 13/4/04
REF: 7410SV00 VERSION 7
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LAYOUT NAME: Sheet 7
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DATE / /
COUNCIL DELEGATE
SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No /

Plan Number

PS 513912U



DAD005180W-34-3



ANG ZONE 55

125

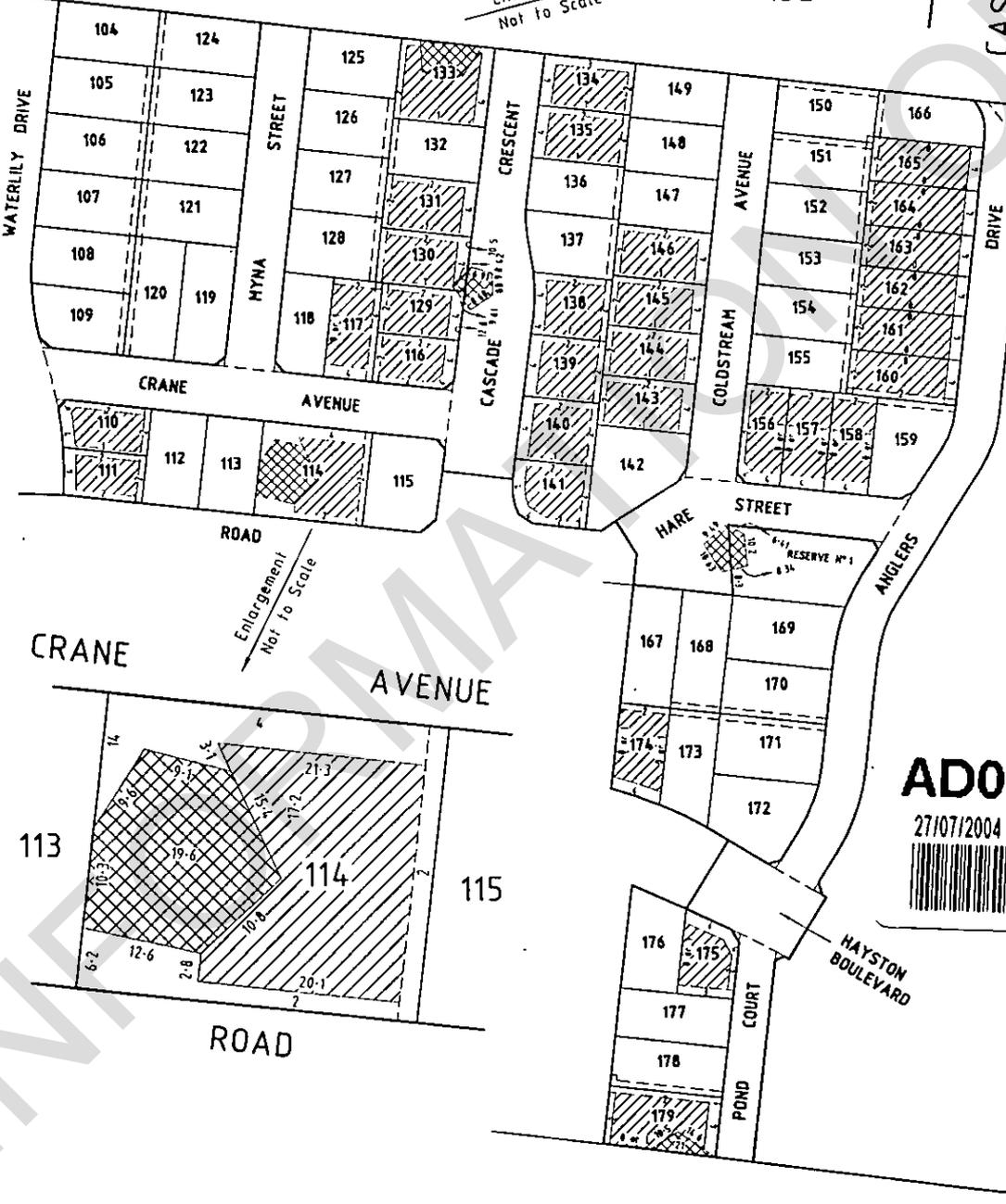
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132

133

CASCADE CRESCENT

Enlargement
Not to Scale



CRANE AVENUE

HARE STREET

CRANE AVENUE

AD005180W

27/07/2004 \$59 173



Sheet 8 of 9 Sheets

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Email: enquiries@coomes.com.au Web: www.coomes.com.au

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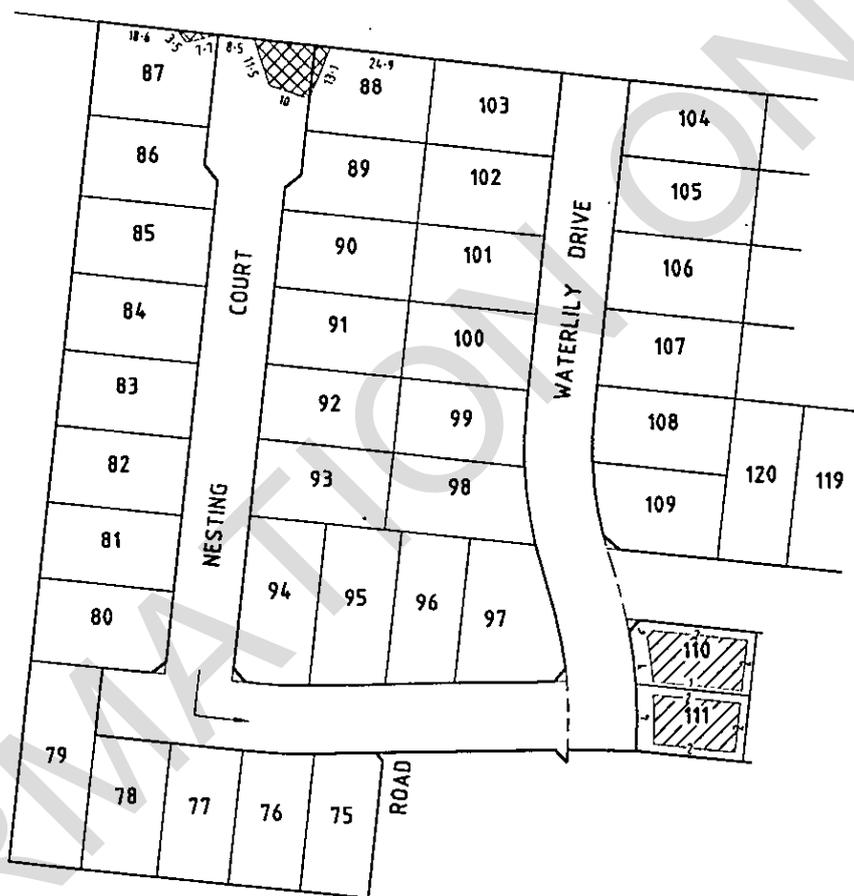
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SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION	Stage No /	Plan Number PS 513912U
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AD005180W

27/07/2004 \$59 173



Sheet 9 of 9 Sheets

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SCALE

LENGTHS ARE IN METRES

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DATE / /
COUNCIL DELEGATE
SIGNATURE
Original sheet size A3

AD005180W

27/07/2004 \$59 173



C

Tree Exclusion Zone Requirements

A consulting arborist must be employed to supervise works in proximity to or which may impact upon trees marked for retention on the approved overall development plan.

The consulting arborist must conduct an induction of all personnel involved in construction regarding retention of remnant vegetation.

Any works undertaken within the exclusion zone or on any tree marked for retention should be completed or supervised by the consulting arborist. No entry into the exclusion zone is allowed except with the consent of the consulting arborist.

The area inside the exclusion zone should be modified to enhance the growing environment of the tree and to help reduce stress or damage to the tree in the following manner:

- o The area within the exclusion zone is to be mulched with wood chips or compost matter to a depth of 150mm.
- o Trees are to have supplementary watering, the amount of watering is to be assessed by the consulting arborist and will be determined by the amount of disturbance the trees roots have sustained and on climatic conditions.
- o Where severing of roots (>50mm) is required directly adjacent to the exclusion zone they must be cleanly cut. Where possible this is to be completed at the beginning of development of the site. Roots are not to be left exposed, they are to be back filled or covered with damp hessian.

The storing or disposing of chemicals or toxic materials must not be undertaken within 10 metres of any exclusion zone. Where the slope of the land suggests these materials may drain towards an exclusion zone the storing or disposing of these materials is strictly forbidden.

Any trees that are to be removed next to the exclusion zones are to be done so manually. Stumps are to be ground not excavated to prevent damage to preserved tree roots.

Tree exclusion zones are to be constructed to the following requirements:

- o ring lock wire mesh approximately 1.8 metres high
- o main posts 100mm treated pine (TP)
- o intermediate posts steel star pickets (SP)
- o the corner posts are to be TP with TP stays
- o every 3rd post is to be TP
- o SP to be placed intermediately between the TP posts at 3 metre intervals
- o the ring lock mesh to encircle the structure and be firmly secured at each post



AD005180W-36-1



DAD005180W-37-4

C

Tree Exclusion Zone Requirements

A consulting arborist must be employed to supervise works in proximity to or which may impact upon trees marked for retention on the approved overall development plan.

The consulting arborist must conduct an induction of all personnel involved in construction regarding retention of remnant vegetation.

Any works undertaken within the exclusion zone or on any tree marked for retention should be completed or supervised by the consulting arborist. No entry into the exclusion zone is allowed except with the consent of the consulting arborist.

The area inside the exclusion zone should be modified to enhance the growing environment of the tree and to help reduce stress or damage to the tree in the following manner:

- The area within the exclusion zone is to be mulched with wood chips or compost matter to a depth of 150mm.
- Trees are to have supplementary watering, the amount of watering is to be assessed by the consulting arborist and will be determined by the amount of disturbance the trees roots have sustained and on climatic conditions.
- Where severing of roots (>50mm) is required directly adjacent to the exclusion zone they must be cleanly cut. Where possible this is to be completed at the beginning of development of the site. Roots are not to be left exposed, they are to be back filled or covered with damp hessian.

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- the ring lock mesh to encircle the structure and be firmly secured at each post

AD005180W

27/07/2004 \$59 173



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FORM 13

4

AC782656R

05/04/2004 \$59 173



Schedule 1 of the *Planning and Environment Regulations 1987*

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

s. 181 (1)

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

BLAKE DAWSON WALDRON

Name: ~~BEST HOOPER~~

496P

Phone: ~~9670 8951~~

Address: ~~563 Little Lonsdale Street, Melbourne~~

Ref: ~~TVR:KW:03051084~~

Customer Code: ~~048511~~

The Authority having made an Agreement requires a recording to be made in the Register for the land.

Now = Vol. 10795 Fol. 262 to 336 (Bi)

Land:

Certificate of Title Volume 10678 Folio 005 and Volume 10679 Folio 875 being land otherwise described as 110 Epping Road, Epping.

Part - error
AE
2/5/04

Authority: ~~City of Whittlesea~~ City Council.

AMENDED

Section and Act under which Agreement made:

- 3 MAY 2004

Section 173 Planning and Environment Act 1987

With consent of
~~Current Practitioner for~~
THE AUTHORITY.

A copy of the Agreement is attached to this Application.

[Handwritten Signature]

Signature for the Authority:

Name of Officer: GRAEME BRENNAN

Position Held: CHIEF EXECUTIVE OFFICER

Dated: 29th MARCH 2004



DAC782656R-1-8

23 APR 2004
[Handwritten Signature]

AC782656R

05/04/2004 \$59 173



PLANNING AND ENVIROMENT ACT 1987

SECTION 173 AGREEMENT

WHITTLESEA CITY COUNCIL

AND

HAYSTON VALLEY ESTATE PTY LTD

Hayston Valley Estate, stage 1
Building Envelopes & Tree Exclusion Zones
Lot Fencing Abutting Reserves



DAC782656R-2-6

BEST HOOPER

Solicitors

563 Little Lonsdale Street

MELBOURNE VIC 3000

INFORMATION ONLY

THIS AGREEMENT made the

29

day of

MARCH 2004

AC782656R

05/04/2004 \$59

173



BETWEEN

CITY OF WHITTLESEA of Ferres Boulevard, South Morang in the State of Victoria (hereinafter called "the Council") of the first part

AND

HAYSTON VALLEY ESTATE PTY LTD (ACN 094 697 088) of Level 2, 479 St Kilda Road, Melbourne in the State of Victoria (hereinafter called "the Owner") of the second part

WHEREAS:

A. The Owner is the registered proprietor of the Land contained in Certificates of Title Volume 10678 Folio 005 and Volume 10679 Folio 875 situated at 110 Epping Road, Epping ("the Land").

B. On 27 May 2003 the Council issued Permit No. 707589 ("Permit") allowing the Land to be subdivided in stages in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Conditions 21 and 23 of the Permit require the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Permit is attached to this Agreement and marked "A".



DAC782656R-3-4

C. The parties enter into this agreement:-

- (a) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Land and the vicinity thereof;
- (b) to comply with conditions 21 and 23 of the Permit.

D. Council is the responsible authority pursuant to the Act for the Planning Scheme.

E. As at the date of this Agreement, the Land is encumbered by Mortgage Nos. AB622237T and AC540646W in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Land.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:-

1. Without limiting the operation or effect which this agreement otherwise has, the parties hereto acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Planning & Environment Act 1987 and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Land may be used and developed for specified purposes.
2. Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

AC782656R

05/04/2004 \$59 173



3. The Owner covenants and agrees that:-

- (a) the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building or Works on any lot outside of a Building Envelope, without the written consent of Council;
- (b) during any Building and Works on the Land, the Tree Exclusion Zone must be fenced and treated in accordance with the document attached to this Agreement and marked "C".
- (c) the Owner will not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building or Works within any Tree Exclusion Zone;
- (d) the Owner must ensure that no Tree to be Retained is destroyed, felled, lopped, ringbarked or uprooted without the written consent of Council.

4. The Owner covenants and agrees that the Owner of each lot which borders on any Reserve must, at its own cost, maintain and repair all fences on the boundaries between their lot and the Reserve to the satisfaction of Council, except where damage is caused to the fence by Council whilst undertaking maintenance works.

5. The Owner further covenants and agrees that:



DAC782656R-4-2

- (a) the Owner will do all things necessary to give effect to this Agreement;
- (b) 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 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.

6. The Owner warrants and covenants that:-

- (a) it is the registered proprietor and beneficial owner of the Land;
- (b) save for a mortgage to Charles Raymond Hay and the ANZ Banking Group Ltd, there are no mortgages or other rights inherent in any person affecting the Land and not disclosed by the usual searches;
- (c) the Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights, or encumbrances mentioned in Section 42 Transfer of Land Act 1958.



7. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its successors the existence and nature of this Agreement.
8. The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.
9. Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title shall be required to:
 - (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - (b) execute a deed agreeing to be bound by the terms of this Agreement.
10. Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement 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.
11. 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 served and the other provisions of this Agreement will remain operative.
12. 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 Land or relating to any use or development of the Land.
13. In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.



DAC782656R-5-1

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Building has the same meaning as in the Act and includes dwellings, swimming pools, carports, tennis courts and out-buildings.

Building Envelope means any area delineated and identified on the Endorsed Plan as a "building envelope" or the like.

Endorsed Plans means the plans endorsed with the stamp of Council from time to time as the plans which forms part of the Permit, including engineering plans and landscape plans. A copy of the plans endorsed as at the date of this Agreement are attached to this Agreement and marked with the letter "B".

lot means a lot on the Endorsed Plan.

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

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

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

Reserve means any area shown as a "reserve" on the Endorsed Plan or on any other registered plan of subdivision.

Tree Exclusion Zone means each area delineated and identified on the Endorsed Plan as a "tree exclusion zone" or the like.

Tree to be Retained means any tree on the Land which is located within a Tree Exclusion Zone.

Works has the same meaning as in the Act.

14. In this Agreement unless the context admits otherwise:

- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.



- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (d) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (e) 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.
- (f) 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.
- (g) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- (h) 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 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.

IN WITNESS WHEREOF:-

THE COMMON SEAL of WHITTLESEA CITY COUNCIL)
is hereunto affixed in the presence of:-)



[Handwritten Signature]
.....
Chief Executive Officer

AC782656R

05/04/2004 \$59 173



DAC782656R-7-7

AC782656R

05/04/2004 \$59 173



EXECUTED by HAYSTON VALLEY ESTATE)
(ACN 094 697 088) in accordance with its)
Constitution in the presence of:-)

Stephen Hay
Signature of Director

Sonia A Neill
Signature of Secretary

STEPHEN FENTON GLEN HAY
Full Name

SONIA AUDREY NEILL
Full Name

3 SKYLINE DRIVE MARIBYRON NSW
Usual address

RSD 6318 SLEWAROONA ROAD
Usual address BROADFOLD.

ANZ Banking Group Ltd as Mortgagee of registered mortgage No. AC540646W 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.

GAM MACKINTOSH
GAM MACKINTOSH AUDBE FOR
Australia and New Zealand Banking Group Limited
ACN 005 357 522 by its authority under.....
Power of Attorney DATED 18-11-2002
BOOK NO 277 PAGE 19

Charles Raymond Hay as Mortgagee of registered mortgage No. AB622237T 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.

Stephen Hay
Sonia A Neill



A POWER OF ATTORNEY FROM CHARLES RAYMOND HAY - DATED 2 DECEMBER 2003

'A'

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

AC782656R



PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

110 EPPING ROAD, EPPING
LOT: 1 TP: 815546W



THE PERMIT ALLOWS:

STAGED SUBDIVISION OF THE WESTERN SECTOR OF THE LAND (SECTION A) INTO RESIDENTIAL ALLOTMENTS IN ACCORDANCE WITH THE ENDORSED PLANS

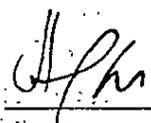
THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Amended Plan Required

Before the plans of subdivision can be certified, three copies of amended plans must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and be generally in accordance with the plans submitted (with the application or some other specified plans) but modified to show:

- (a) All bearings, distances, levels, street names, lot numbers, lot sizes, reserves and easements.
- (b) Provision of a road reserve adjacent to the residential lots within Reserves A and D. The road reserves must be of a sufficient width to contain paths and services.

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority: 

707589



DAC782656R-10-1

- (c) Survey details of the canopy and trunk location and size of all trees proposed to be retained noting that where these differ significantly from the current plans, Council may require the subdivision to be redesigned to properly accommodate the tree or trees.
- (d) The dimensions and layout of turn-arounds in “No-Through” roads, courts, cul-de-sacs, etc. such that the Austroads 8.8m service vehicle can negotiate a three-point turn unencumbered by on-street parking. In addition, the swept path of the service vehicles and the nominated on-street parking for adjacent lots, should be indicated.
- (e) Building envelopes for all lots between 300m² and 500m² in accordance with Clause 56.06 of the Whittlesea Planning Scheme.

2. Section 173 Agreement – Neighbourhood Commercial Facility

Prior to the issue of a Statement of Compliance, the permit holder must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide for the following:

- (a) A designated site to be used for the purposes of a Neighbourhood Commercial Facility in accordance with the Hayston Valley Development Plan. The site must preserve opportunities for non-residential uses on the land for a period of six years.

All costs associated with the preparation and execution of the Agreement must be borne by the permit holder.

3. Layout Not Altered

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

4. Subdivision Restriction

Prior to certification of the subdivision or any stage thereof, a restriction stating that not more than one dwelling may be constructed on each lot on this plan, shall form part of the approved Plan of Subdivision.

5. Landscape Masterplan

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

- (a) the landscaping theme to be developed for the subdivision;

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority: 



AC782656R

05/04/2004 559

173

- (b) the type of species to be used for street tree planting in various stages of the subdivision.

6. Functional Layout Plan Requirements

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

- (a) the width of each street reserve together with typical cross sections;
- (b) location and material type of carriageway pavement, parking bays, kerbs, footpaths, cycle paths, vehicle entrances and traffic control devices;
- (c) location of street trees and other roadside landscaping;
- (d) location of existing vegetation to be retained including delineation of the canopy;
- (e) location of street furniture, including public lighting, seats, bus stops, telephone boxes, mail boxes, multiple rubbish bin collection points, bollards etc;
- (f) the proposed drainage network including special features (overland flow paths, outfall drains and/or waterways).
- (g) table of space allocation (offsets) for utility services;
- (h) the intersection layout of the collector road and Epping Road.

7. Demolition of the Old Travellers Inn

The demolition of the Old Travellers Inn (Hays Homestead) and associated outbuildings must be undertaken in accordance with the requirements of Heritage Victoria and the interpretive recommendations contained in the report 'Hays Homestead, Epping North (H7922/0213): Proposed Options for Heritage Interpretation, O E Nicolson, September, 2001.

No subdivision works shall occur within the area defined 'Archaeologically Sensitive Area included in Historic Site Complex Hays Homestead, H 7922-0213' as detailed in the abovementioned report until these requirements have been satisfied to the satisfaction of the Responsible Authority. No subdivision works shall occur until this area has been fenced off to the satisfaction of the Responsible Authority.



DAC782656R-11-4

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the
Responsible Authority: JPH





8. Landscape Plans

Prior to the issue of a Statement of Compliance landscaping shall be provided in accordance with detailed landscape plans for individual streets and reserves that must be submitted to and approved by the Responsible Authority.

Where the proposed landscaping on a stage of subdivision includes works other than the planting of vegetation the Landscape Plans must be submitted to the Responsible Authority prior to the approval of Construction Plans (Engineering Plans).

The landscape plans must be drawn to scale with dimensions and show all proposed landscaping, including details of any vegetation to be retained, the location of all new planting, a schedule of plant species, including height at maturity and the method for maintenance.

Where relevant (as determined by the Responsible Authority) the landscape plans must also include:

- Incorporation of Hays Homestead elements.
- Reuse of dismantled dry stone walls.



DAC782656R-12-8

Note: Where sufficient landscaping detail is shown on the Landscape Masterplan then individual landscape plans may not be necessary.

9. Staged Plan

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

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

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

- (a) the design for full construction of streets and underground drainage, including measures to control/capture pollutants and silt;
- (b) the provision for all services and conduits (underground) including alignments and offsets on a separate plan nominated for that purpose;
- (c) traffic control measures as required by the Responsible Authority;

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the
Responsible Authority: 

- (d) the provision of street name plates to Council's standard design;
- (e) the provision of concrete footpaths (1.5 metres wide) and shared cycle paths (2.5 metres wide) in locations acceptable to the Responsible Authority;
- (f) the provision of underground easement drains of sufficient capacity to serve all allotments being created to a legal point of discharge and the provision of an inlet on each such allotment;
- (g) the provision of vehicle exclusion fencing (bollards etc.) and lot boundary fencing abutting reserves;
- (h) appropriate mechanisms for protecting environmental assets during the construction phase of the subdivision in accordance with requirements of the Responsible Authority;
- (i) permanent survey marks to the satisfaction of the Responsible Authority;
- (j) provision and construction of conduits, pits and ancillary works for optical fibre telecommunications services in accordance with Clause 22.13 Telecommunications Conduit Policy of the Whittlesea Planning Scheme.
- (k) vehicle exclusion fencing and lot boundary fencing abutting reserves.

11. Bonding of Approved Landscape Works

If the permit holder wishes to obtain a Statement of Compliance prior to undertaking landscaping works, he/she must, at the time of lodging the plans, provide the Responsible Authority with a Works Program and estimate of cost for the works, so that the Responsible Authority can calculate an appropriate bond amount for the provision and maintenance of the works. Any reserves shown on the approved plans must be maintained by the permit holder to the satisfaction of the Responsible Authority, until the Responsible Authority takes over maintenance responsibility for those reserves.

12. Conduits Requirement

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



DAC782656R-13-1

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the
Responsible Authority: _____

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05/04/2004 \$59

AC782656R

173



13. As Constructed Plans

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

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

14. Certification Plan Requirements

Before certification of the subdivision, 14 copies of a plan including two signed heavyweight plans must be submitted as part of the certification application showing all bearings, distances, street names, lot numbers, and any necessary easements.

15. Stormwater Drainage

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

The following is noted about the drainage requirements:

- Land east of Findon Creek must accommodate water sensitive urban design treatments.
- Land west of Findon Creek may provide conventional drainage on the basis that a detailed design and analysis of the wetlands can achieve discharge water quality, volume and times of concentration at least equivalent to that which would be achieved by typical onroad water sensitive urban design treatments.

Temporary drainage works must be installed, maintained and removed with full reinstatement to the satisfaction of the Responsible Authority.

16. Notification of commencement of Street Tree Planting, Landscaping Works and Engineering Works

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

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority: 





DAC782656R-15-9

minimum of five days prior to the holding of a pre-commencement meeting on the site of the works.

Works shall only be permitted to commence after the following:

- (i) Approval of the Site Management Plan by the Responsible Authority.
- (ii) The conduct of a pre-commencement meeting attended by authorised representatives of the construction contractor and project superintendent as appointed by the developer and representatives of the City of Whittlesea.
- (iii) Completion and ongoing maintenance during works to the satisfaction of the Responsible Authority all environmental protection measures identified in the approved Site Management Plan as prerequisites for the commencement of any works.
- (iv) A Road Opening Permit has been obtained consenting to works on roads external to the site, from the City of Whittlesea.

17. Completion of Street Tree Planting, landscaping and other works

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

18. Maintenance Period – Street trees and landscaping works

- (a) Prior to commencement of works hereby permitted, there shall be lodged with the Council an amount equivalent to 150% of the cost of the proposed works as security deposit for the satisfactory completion and maintenance of street tree planting and landscaping works required.
- (b) Upon completion of the street tree planting and landscaping works the developer must notify Council's Parks and Gardens Department to undertake an inspection. If the works have been completed to the satisfaction of the Parks and Gardens Department, Council will refund up to 80% of the security bond.
- (c) Upon the maintenance of the street tree planting and landscaping works for a period of two full summers from the Issue of a Statement of Compliance the developer must notify Council's Parks and Gardens Department to undertake an inspection. If the works have been maintained to the satisfaction of the Parks and Gardens Department Council will refund the balance of the security bond.

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the
Responsible Authority: 

AC782656R
05/04/2004 \$59
173

- (d) In the event that the street tree planting and landscaping works are not completed or maintained to the satisfaction of Council then Council may complete and/or maintain the works and deduct the cost thereof (including supervision) from any security bond lodged pursuant to this permit.

19. Embellishment of Open Space

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

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



20. Tree Protection Mechanisms (Plan)

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

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

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

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

21. Building Envelope Plan and Tree Exclusion Zone (S173 Agreement)

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

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the
Responsible Authority: 



05/04/2004

\$59

73

AC782656R



DAC782656R-17-6

- (a) Any lot containing a building envelope must be developed in accordance with the Building Envelope Plan(s) and any conditions/requirements thereof approved under this permit, unless written consent is obtained from the Responsible Authority to vary the Plan.
- (b) During the construction stage of the subdivision, the tree exclusion zones are to be fenced and treated in accordance with the attached document.
- (c) No buildings are to be constructed or development occur within the tree exclusion zone.
- (d) No trees shown for retention on the endorsed plan shall be removed, lopped or destroyed, without the written consent of the Responsible Authority.

attachment c

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

22. Tree Protection Mechanisms (Security Deposit)

- (a) Prior to commencement of the subdivision hereby permitted, or at such later date as the Responsible Authority may approve in writing, there shall be lodged with the Responsible Authority an amount of \$100,000 as security deposit for the satisfactory completion of the requirements in relation to tree preservation and to ensure that trees are not damaged during the construction phase.
- (b) Upon completion of the subdivision works to the satisfaction of the Responsible Authority, the Responsible Authority will refund the security deposit.
- (c) In the event that the tree protection requirements are not adhered to or maintained to the satisfaction of the Responsible Authority or the trees are damaged, the Responsible Authority may complete and/or maintain the necessary work and deduct the cost thereof (including supervision) from any security deposit lodged pursuant to this condition.

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AC782656R
 05/04/2004 \$59
 173

23. Fences adjoining Reserves

- (a) All fences adjoining Council Reserves are to be erected by the developer at no cost to Council.
- (b) Prior to the issue of the Statement of Compliance, the developer must enter into an agreement pursuant to Section 173 of the Planning and Environment Act, which requires the future maintenance and repair of all fences abutting open space or tree reserves to be the responsibility of the owner of each lot abutting the reserve (except where damage to the fence is caused by the Council or its representatives whilst undertaking maintenance works to the reserve).

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:



24. **Removal of Topsoil**

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

25. **Street Lighting**

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

26. **Filling of Land**

All filling on the site shall be compacted in accordance with level 1 supervision as defined by AS3798-1996 and to specifications approved by the Responsible Authority.

27. **Development Contributions**

Prior to the issue of the Statement of Compliance for this subdivision or any stage of this subdivision, the permit holder must pay the Council a sum of money and/or provision of land as the Development Contributions in accordance with the Development Contributions Plan Overlay Schedule 2, the Harvest Home Local Structure Plan, the Hayston Valley Development Plan and/or any existing infrastructure agreement.

Note: Development contributions include contributions for Community Infrastructure.

28. **Restrictive Covenant Restriction**

Except with the prior written approval from the Responsible Authority, no restrictive covenant or similar control shall be included on the title to any lot created within the subdivision.



DAC782656R-18-0

29. **Construction Access Maintenance**

Prior to commencing any works, the developer is to provide appropriate vehicle-cleaning facilities to the satisfaction of the Responsible Authority. The facilities must be managed during the construction stage to ensure no spoil or litter is deposited or left where it will reduce amenity or impact upon traffic and/or public safety. Such facilities must remain in place until the completion of all subdivision construction works contributing to their need.

30. **Erosion and Sediment Control Plan**

Prior to the commencement of any works, an Erosion and Sediment Control Plan must be prepared and submitted for approval by the Responsible Authority. The Erosion and Sediment Control Plan must detail site management practices

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the
Responsible Authority: 



DAC782656R-19-3

to be implemented during the construction phases of the development. The management plan is to be prepared in accordance with the EPA guidelines.

VicRoads Conditions

31. Prior to the commencement of any works the developer will be required to enter into a Section 173 agreement to specify the construction of traffic signals at the appropriate stage of the development of the subdivision. The agreement shall specify that the developer shall pay for all of the works for the traffic signals and associated civil works at the intersection of Epping Road and the main Collector Road, plus a 10 year maintenance cost.

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

Note: VicRoads and the Responsible Authority will endeavour to facilitate an equitable cost sharing arrangement between the relevant properties (namely 110 Epping Road and 75-95 Epping Road) for all costs associated with intersection works.

32. Prior to the commencement of any works, involved in the subdivision of the land, the following specified works must be carried out to the satisfaction of VicRoads and the Responsible Authority:
- Construct the access road from Epping Road shown on the endorsed plans in accordance with engineering plans approved by the responsible authority and VicRoads; and
 - Construct an associated type "C" intersection treatment to that access road in accordance with engineering plans approved by the responsible authority and VicRoads.
33. Immediately after the construction of the service road located on the land to the north described as 140 Epping Road, Epping, the Hayston Valley service road must be converted into a one way road with no direct connection points to Epping Road. If the service road has not been converted into a one way road prior to the last Statement of Compliance being issued for 110 Epping Road, Epping, a contribution must be paid to the responsible authority for the cost of carrying out these works.
34. Prior to the two-way service road treatment being opened to traffic, screening must be installed to the satisfaction of VicRoads to prevent any glaring to the Epping Road traffic.
35. To the satisfaction of VicRoads and the Responsible Authority underground drainage shall be relocated from where it crosses Epping Road south of Harvest Home Road, to west of the Epping Road Reserve to protect the possible future duplication of Epping Road.

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the
Responsible Authority:





36. To the satisfaction of and at no cost to VicRoads and the responsible authority the developer shall be responsible for all mitigating works.
37. Construction activities within the road reserve must be performed in accordance with the relevant sections of VicRoads' Standard Specification for Roadworks to the satisfaction of VicRoads and the Responsible Authority.
38. Work site traffic management practices must be in accordance with the Australian Standard A.S. 1742.3 – 1996 "Manual of uniform traffic control devices – Part 3:Traffic control devices for works on roads".

Melbourne Water Conditions

39. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
40. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
41. Unless otherwise agreed in writing by Melbourne Water, all lot levels must be a minimum of 600 mm above the applicable flood level of Findons Creek.
42. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways during the construction of subdivision works.
43. Prior to commencement of works separate application, direct to Melbourne Water, must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses. Prior to accepting an application, evidence must be provided demonstrating that Council has considered that it is not feasible to connect to the local drainage system.
44. At least seven days prior to the construction a Site Management Plan, detailing pollution and sediment control measures, must be submitted to Melbourne Water.
45. Engineering Plans of the subdivision (A1 size) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.
46. Any roadway designed to act as an overland flow path must be designed in accordance with Melbourne Water's Land Development Manual Appendix G. Unless otherwise agreed with Melbourne Water, finished lot levels must achieve a minimum of 300mm freeboard above the associated flood level.

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the
Responsible Authority: 





Yarra Valley Water Conditions

- 47. The owner of the subject land must enter into an agreement with Yarra Valley Water for the provision of water supply.
- 48. The owner of the land must enter into an agreement with Yarra Valley Water for the provision of sewerage.

TXU Conditions

- 49. Prior to the issue of the Statement of Compliance the applicant must:
 - (a) Enter into an agreement with TXU for supply of electricity to each lot on the endorsed plan.
 - (b) Enter into an agreement with TXU for the rearrangement of the existing electricity supply system.
 - (c) Enter into an agreement with TXU for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by TXU.
 - (d) Obtain for the use of TXU any other easement required to service the lots.
 - (e) Adjust the position of any existing TXU easement to accord with the position of the electricity line(s) as determined by survey.
 - (f) Set aside on the plan of subdivision Reserves for the use of TXU for electricity substations.
- 50. Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.
- 51. Prospective purchasers of lots on this plan should contact TXU to determine the availability of a supply of electricity. Financial contributions may be required.

Telstra Conditions

- 52. Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for provision of Telecommunication Services to each lot created in the subdivision.
- 53. Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:



- 54. The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.

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

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

Country Fire Authority Conditions



Access

- 56. All Roads must be designed, constructed and maintained for a minimum load limit of 15 tonnes and be of all weather capacity to allow safe two way access in and around the subdivision.
- 57. There must be no obstructions within one metre of the edge of the formed width of roads at any time, and there must be four metres height clearance above all roads to allow fire vehicle access.
- 58. The minimum width of the trafficable road must be six metres.
- 59. Adequate provision for turning of fire brigade vehicles must be provided in dead end roads and cul de sacs by either:
 - (a) A court bowl with a minimum trafficable area of 10 metres radius; or
 - (b) A "T" head or "Y" head with a minimum formed road surface of each leg being at least 8 metres length measured from the centre point of the head, and 4 metres trafficable width; or
 - (c) The provision of alternative access approved by CFA.
- 60. The amount and location of parking facilities should not impede access of emergency vehicles (Off-street parking is therefore encouraged where possible).
- 61. Bridges and culverts must comply with the Australian Bridge Design Code 1996 (Austroads), and live load shall be SM1600 Traffic Design Loading.
- 62. The average grade should be no greater than 1 in 7 (14.4%), however, a maximum of 1 in 5 (20%) may be allowed for a maximum of 50 metres. Dips should have no more than a 1 in 8 entry and exit angle.
- 63. All roads should have a maximum cross fall alignment of 1 in 33 (3%) and a minimum of curves.
- 64. Curves should have a minimum inner radius of ten metres.



05/04/2004 559 173

AC782656R

Date issued: 27 May 2003
 Date Amended: 22 October 2003

Signature for the
 Responsible Authority:

AC782656R

05/04/2004 \$59

173



Water Supply

65. Fire hydrants must be supplied to the satisfaction of the CFA. The hydrants must be located within 120 metres of the outer edge of every building envelope with the spacing between hydrants being a maximum of 200 metres.
66. Fire hydrants must be clearly identified in accordance with the Fire Service Guideline – Identification of Street Hydrants for Fire Fighting Purposes.

Protective Features

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

SPI PowerNet Conditions

68. Written agreement to the final plan of subdivision is obtained from SPI PowerNet prior to certification.
69. Adjust the position of the SPI PowerNet easement where necessary to accord with the position of the existing transmission line as determined by survey.
70. Gates, to SPI PowerNet requirements, must be installed in any new boundary fences, which cross the SPI PowerNet easement to enable access to SPI PowerNet vehicles.
71. Details of any proposed roads on the easement must be submitted to and approved by SPI PowerNet prior to certification.
Please note that the alignment of the future 220kV transmission line is situated 18.29 metres north from the southern boundary of the easement and in parallel with the existing 500kV lines.
72. Details of any proposed installation of services within the easement must be submitted to SPI PowerNet and approved in writing prior to the commencement of work on site.

NOTES:

Time Limit Note

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

- (a) the plan is not certified within two years of the issue of the permit; or

Date issued: 27 May 2003
Date Amended: 22 October 2003

**Signature for the
Responsible Authority:**



DAC782656R-23-0

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

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

Native Vegetation Note

A permit may be required to remove native vegetation. It is recommended that the developer seek confirmation for the removal of any native vegetation from the Responsible Authority.

Melbourne Water Note

If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Katherine Miller on telephone 9235 2206, quoting Melbourne Water's reference 83091.

Amended Permit Note

This permit was amended on 22 October 2003 in the following manner:

- The requirements requested by SPI PowerNet have been included as Conditions Nos. 68-72. These conditions were originally omitted as a result of an administrative oversight.

AC782656R



DAC782656R-24-3

Date issued: 27 May 2003
Date Amended: 22 October 2003

Signature for the Responsible Authority:

'B'

PLAN OF SUBDIVISION	Stage No. /	LR use only EDITION	Plan Number PS 511702S
----------------------------	----------------	-------------------------------	----------------------------------

Location of Land
 Parish: Wollert
 Township:
 Section: 10
 Crown Allotment:
 Crown Portion: 4 (Part)
 Title References
 C/T VOL 10678 FOL 005
 & VOL 10679 FOL 875
 Last Plan Reference: Lots 1 & 2 on TP815546W
 Postal Address: 110 Epping Road
 (At time of subdivision) Epping, 3076
 AMG Co-ordinates: E 326 000
 (Of approx. centre of plan) N 5 833 500 Zone 55

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref:

- This Plan is certified under Section 6 of the Subdivision Act 1988.
- This plan is certified under section 11(7) of the Subdivision Act 1988
Date of original certification under section 6/...../
- 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 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 / /



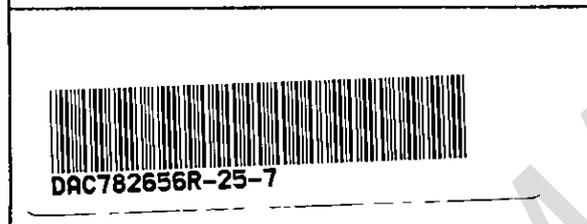
AC782656R

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1 and 3 RESERVE No. 2	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL TXU Electricity Ltd ACN 064 651 118

Notations

Depth Limitations: NIL

Staging: This is not a staged subdivision
Planning permit No.



Survey: This plan is based on survey - Ap 121957D & Ap 122159D
 (To be completed where applicable)
 This survey has been connected to permanent mark no(s). 27 and 76
 in Proclaimed Survey Area no. -

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

LR use only
 Statement of compliance/
 Exemption Statement
 Received
 Date: / /

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Sewerage	2	This Plan	Yarra Valley Water Limited
E-2	Drainage	2	This Plan	City of Whittlesea
E-3	Drainage	3	This Plan	City of Whittlesea
E-3	Sewerage	3	This Plan	Yarra Valley Water Limited
E-4	Drainage	2	This Plan	City of Whittlesea
E-4	Sewerage	2	This Plan	Yarra Valley Water Limited
E-5	Electricity Supply	See Diag.	C/E E315622	State Electricity Commission
E-6	Powerline	See Diag.	This Plan Section 88 Electricity Industry Act 2000	TXU Electricity Ltd (ACN 064 651 118)
E-7	Party Wall	0.15	This Plan	The relevant abutting Lot on this Plan
E-8	Drainage	See Diag.	LP 132592	Lots on LP 132592

LR use only
PLAN REGISTERED
 TIME
 Date: / /
 Assistant Registrar of Titles.

HAYSTON VALLEY ESTATE - STAGE 1 (74 LOTS) AREA OF STAGE - 7.898ha Sheet 1 of 9 Sheets

Engineering & Surveying
 Town Planning & Design
 Project Management
 Landscape Architecture
 Environmental Science
 Agricultural Engineering

Consulting Group Pty Ltd
 24 Albert Road South Melbourne Vic 3205 Australia
 ACN 658 829 415 Tel (61 3) 9993 7818 Fax (61 3) 9993 7999
 Email consult@coomes.com.au Web www.coomes.com.au

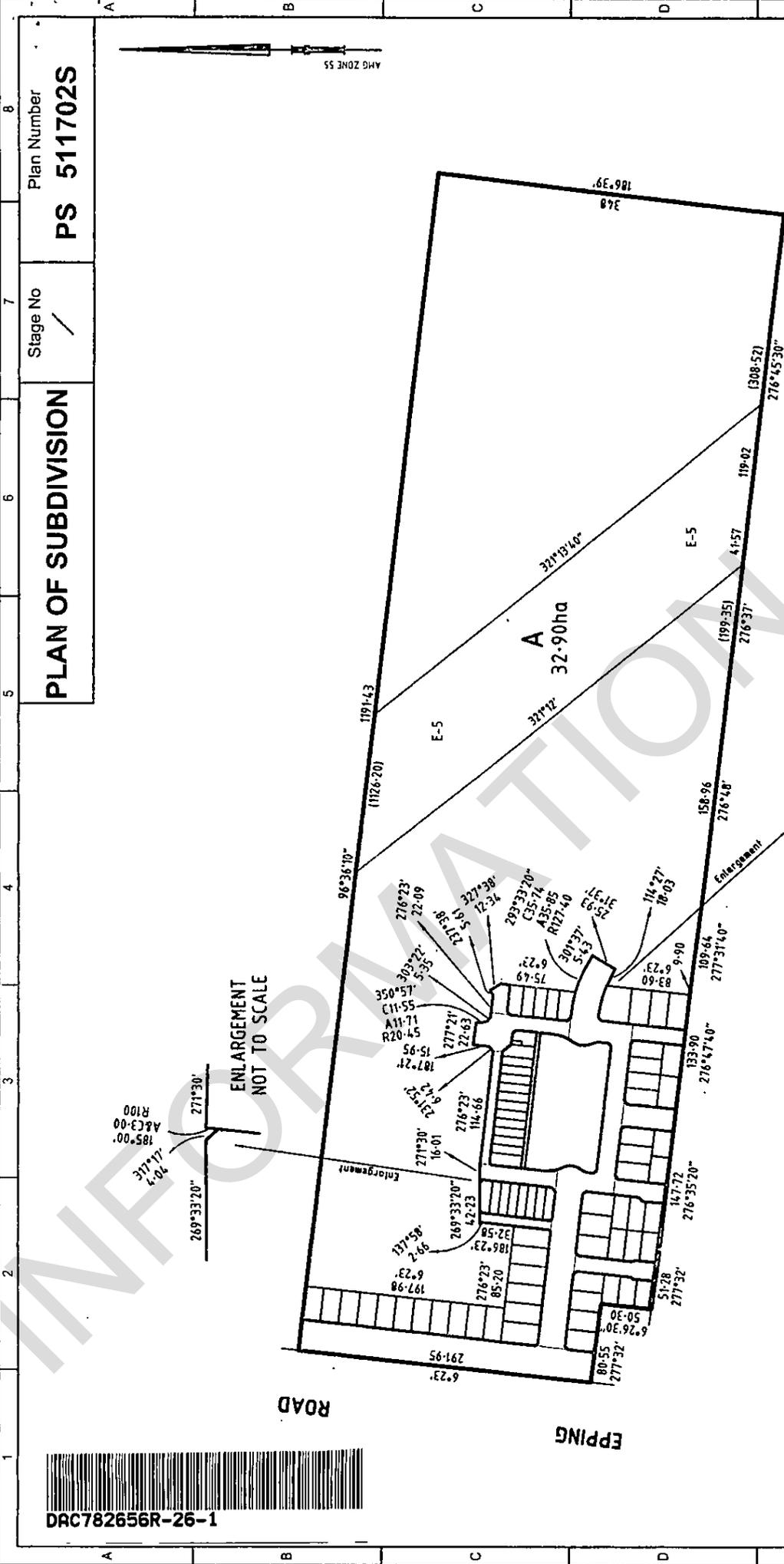
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ENLARGEMENT NOT TO SCALE

Sheet 2 of

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DATE / /

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PLAN OF SUBDIVISION

Stage No /

Plan Number PS 511702S



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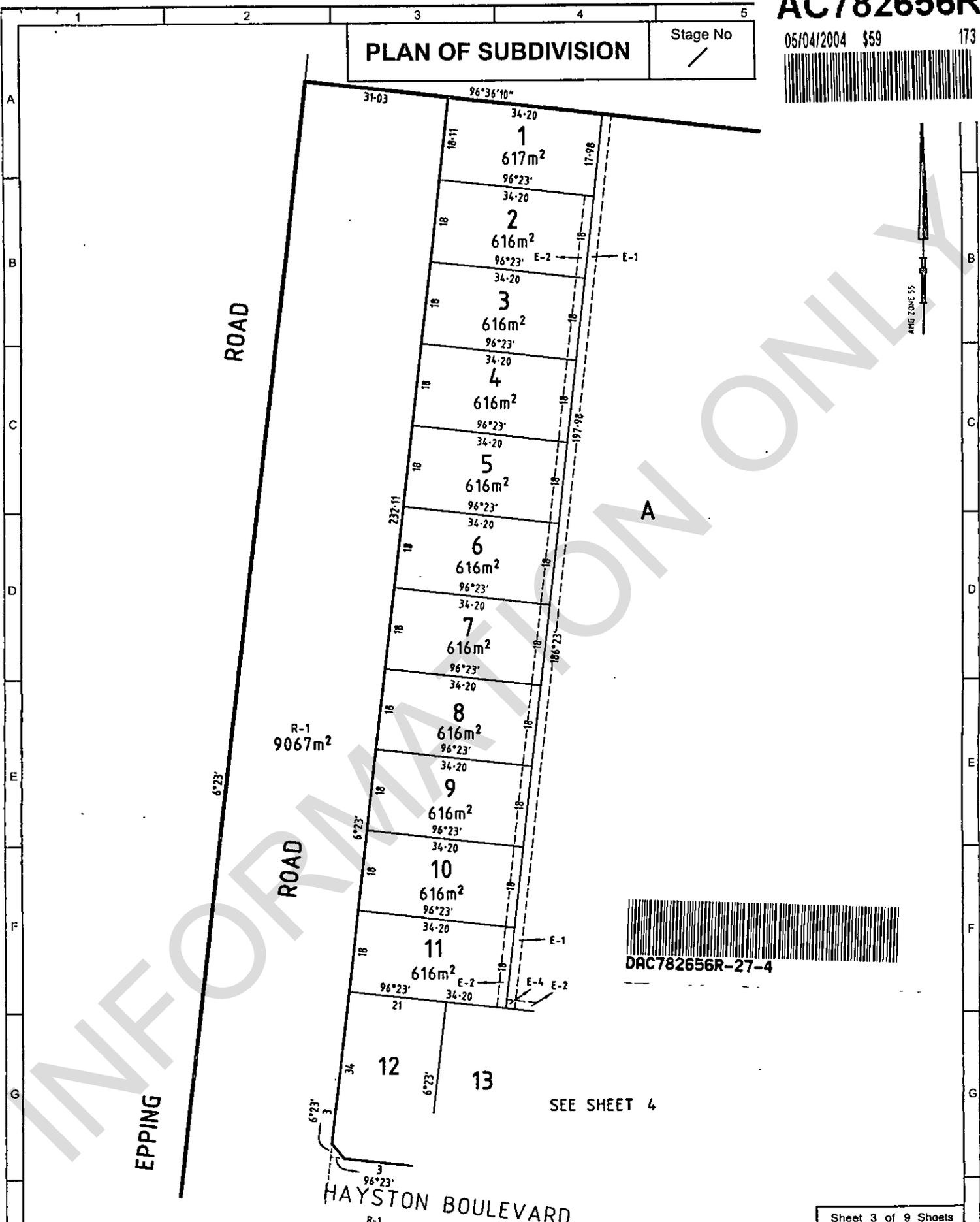
173



PLAN OF SUBDIVISION

Stage No

/



DAC782656R-27-4

SEE SHEET 4

Sheet 3 of 9 Sheets

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Email: sales@coomes.com.au Web: www.coomes.com.au

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LENGTHS ARE IN METRES

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PLAN OF SUBDIVISION

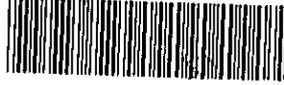
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Plan Number

PS 511702S

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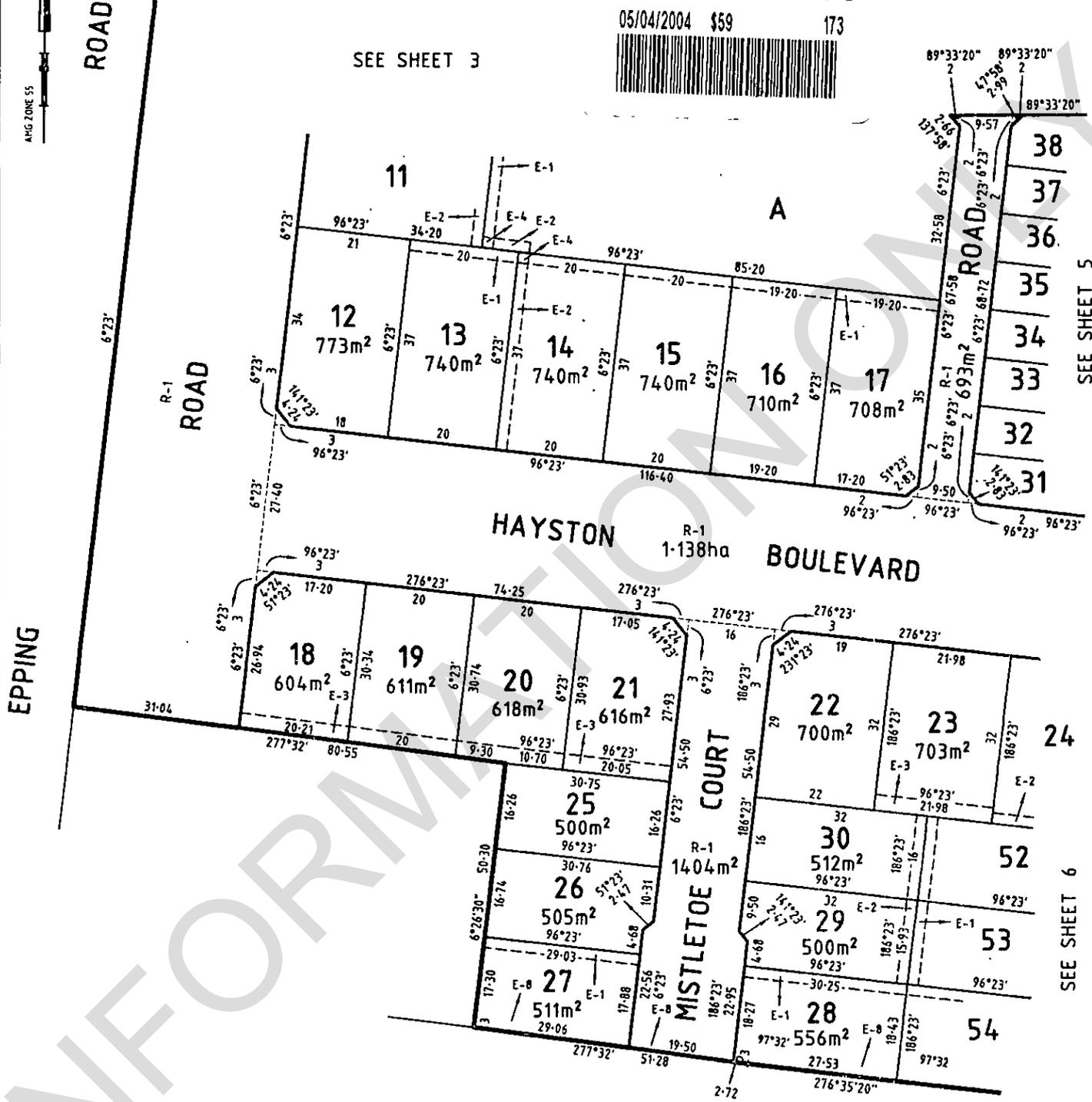
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SEE SHEET 3

SEE SHEET 5

SEE SHEET 6



EPHING ROAD

ROAD

R-1 ROAD

HAYSTON

R-1 1-138ha

BOULEVARD

MISTLETOE COURT



DAC782656R-28-8

Sheet 4 of 9 Sheets

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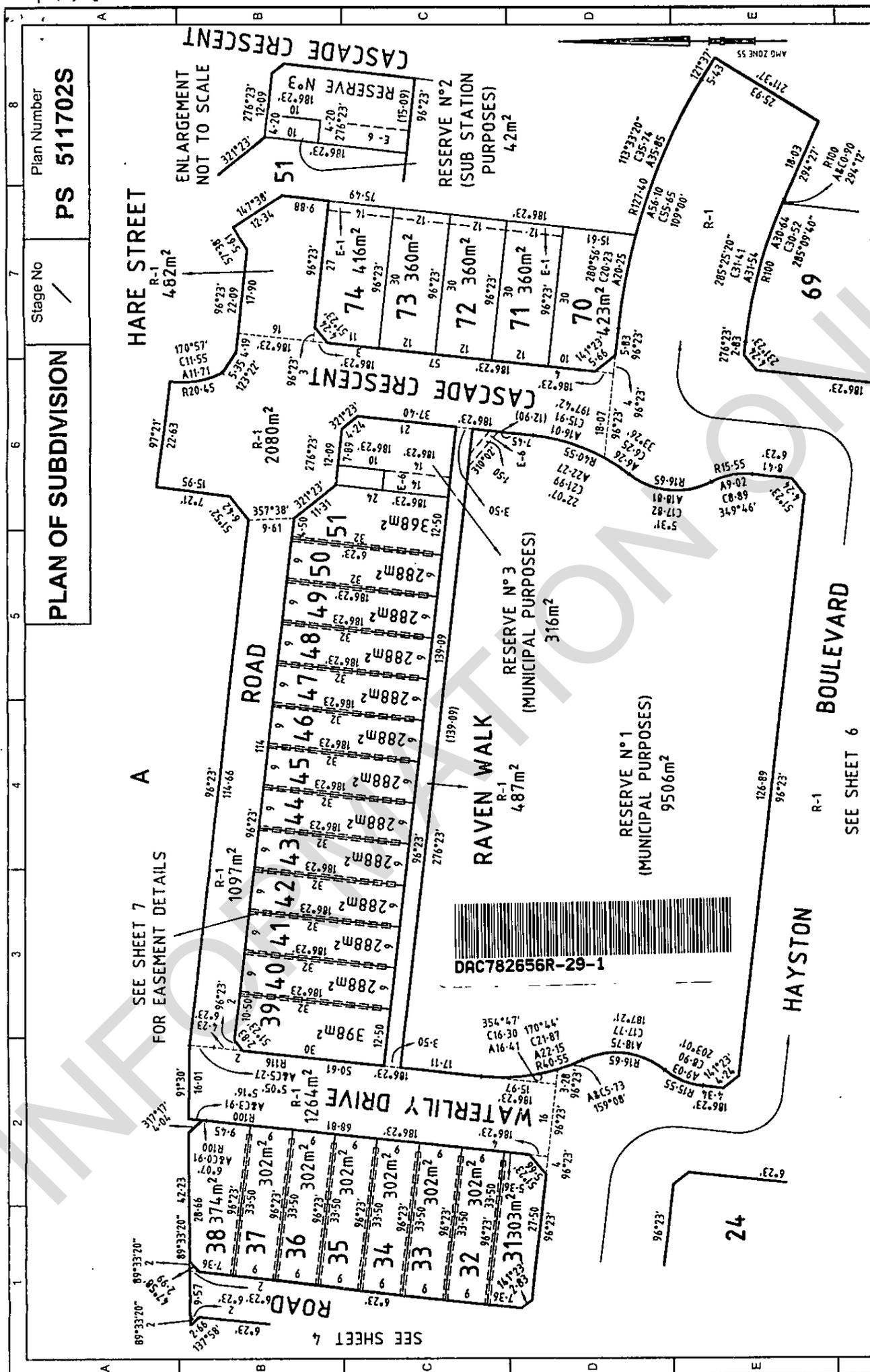
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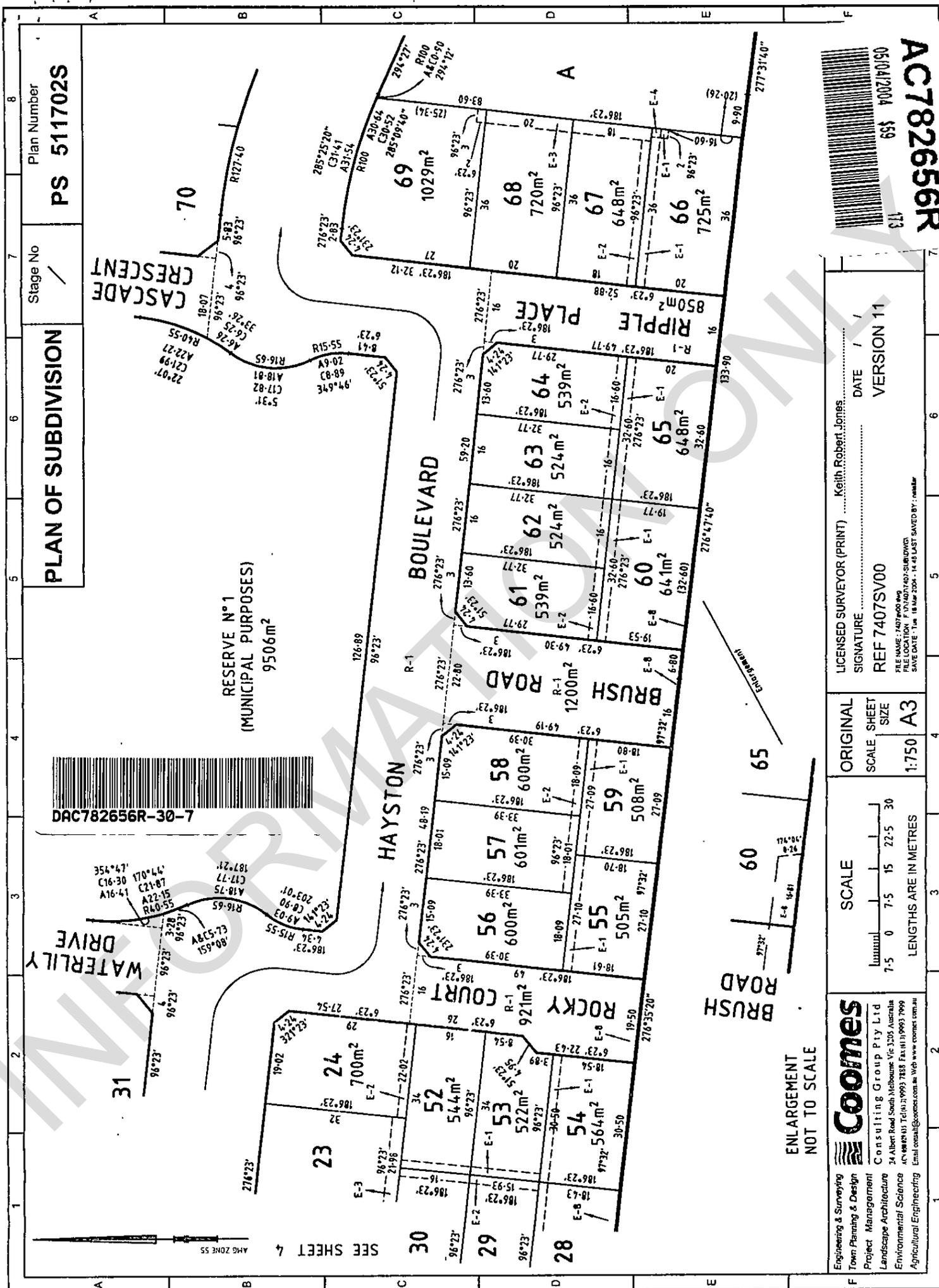
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 (03) 9485 4545 Telex: (03) 9993 7888 Fax: (03) 9993 7999
 Email: coomes@coomes.com.au Web: www.coomes.com.au



PLAN OF SUBDIVISION
PS 511702S

70
CASCADE
CRESCENT

RESERVE N°1
(MUNICIPAL PURPOSES)
9506m²

HAYSTON
BOULEVARD

BRUSH
ROAD

RIFFLE
PLACE

BRUSH
ROAD



WATERLILY
DRIVE

31

23

24

28

29

30

52

53

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69

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Environmental Science
Agricultural Engineering

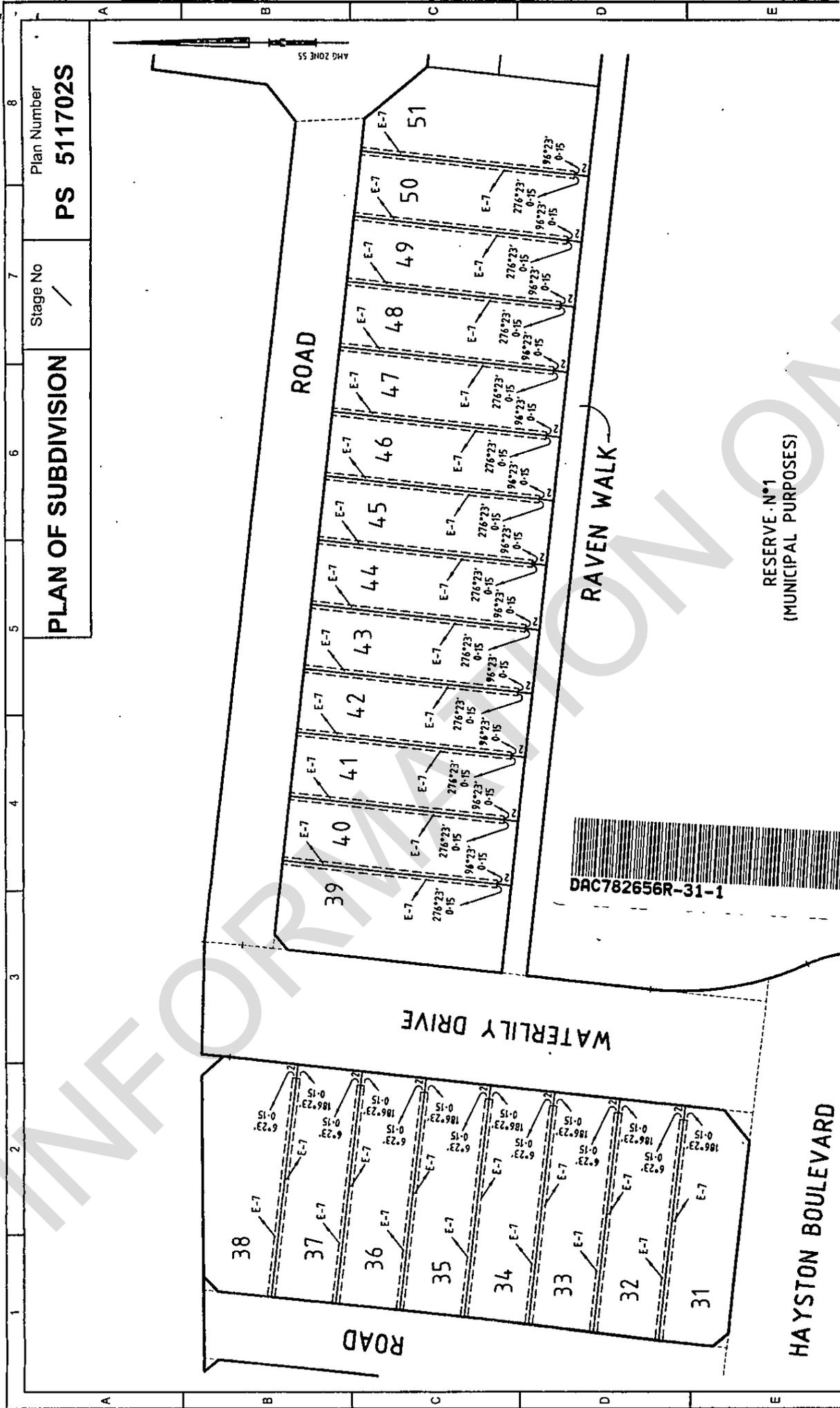
Consulting Group Pty Ltd
34 Albert Road South Melbourne Vic 3205 Australia
Tel: (03) 9993 7888 Fax: (03) 9993 7999
Email: coomes@coomes.com.au Web: www.coomes.com.au

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REF 7407SV00

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Plan Number
PS 511702S

Stage No
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PLAN OF SUBDIVISION

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VERSION 11
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ACN 998 853 244 (t) 0993 7888 Fax (t) 0993 7999
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DAC782656R-31-1

PLAN OF SUBDIVISION	Stage No. /	LR use only EDITION	Plan Number PS 511702S
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AC782656R

05/04/2004 \$59 173



CREATION OF RESTRICTION

The following restriction is to be created upon registration of this plan.

For the purposes of this restriction:

- (a) A dwelling means a building that contains self-contained living accommodation.
- (b) A building means any structure except a fence.
- (c) All distances are shown in metres.

LAND TO BENEFIT: Lots 1 to 74 (all inclusive) on this plan.

LAND TO BE BURDENED: Lots 1 to 74 (all inclusive) on this plan. .

DESCRIPTION OF RESTRICTION: The registered proprietor or proprietors of any lot on this plan to which any of the following restrictions applies shall not

- 1) Construct more than one dwelling on any lot on this plan.
- 2) For Lots 25, 29, 31 to 51 and 69 to 74 (all inclusive) construct any dwelling outside the area shown thus on Sheet 8 of this plan.
- 3) For Lots 68 and 69 construct any building within the tree exclusion zone shown thus on Sheet 8 of this plan.

NOTE : The provisions of the Whittlesea Planning Scheme, the Hayston Valley siting and design guidelines for new homes and Rescove apply to all lots on this plan.



DAC782656R-32-4

Sheet 8 of 9 Sheets

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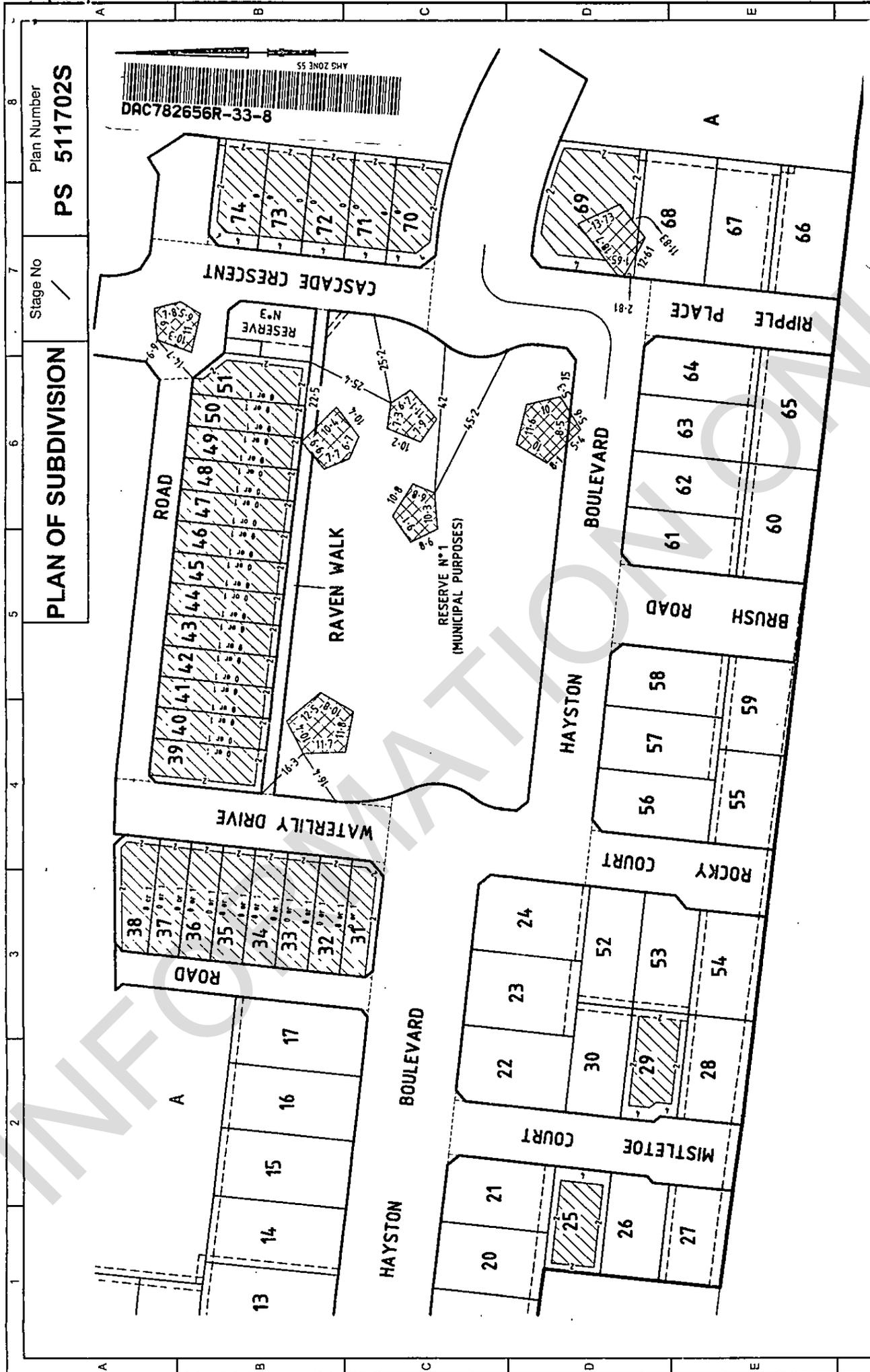
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DAC782656R-33-8

Plan Number
PS 511702S

Stage No
PLAN OF SUBDIVISION

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AC782656R

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VERSION 11

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AC782656R

05/04/2004 \$59

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C

Tree Exclusion Zone Requirements

A consulting arborist must be employed to supervise works in proximity to or which may impact upon trees marked for retention on the approved overall development plan.

The consulting arborist must conduct an induction of all personnel involved in construction regarding retention of remnant vegetation.

Any works undertaken within the exclusion zone or on any tree marked for retention should be completed or supervised by the consulting arborist. No entry into the exclusion zone is allowed except with the consent of the consulting arborist.

The area inside the exclusion zone should be modified to enhance the growing environment of the tree and to help reduce stress or damage to the tree in the following manner:

- The area within the exclusion zone is to be mulched with wood chips or compost matter to a depth of 150mm.
- Trees are to have supplementary watering, the amount of watering is to be assessed by the consulting arborist and will be determined by the amount of disturbance the trees roots have sustained and on climatic conditions.
- Where severing of roots (>50mm) is required directly adjacent to the exclusion zone they must be cleanly cut. Where possible this is to be completed at the beginning of development of the site. Roots are not to be left exposed, they are to be back filled or covered with damp hessian.

The storing or disposing of chemicals or toxic materials must not be undertaken within 10 metres of any exclusion zone. Where the slope of the land suggests these materials may drain towards an exclusion zone the storing or disposing of these materials is strictly forbidden.

Any trees that are to be removed next to the exclusion zones are to be done so manually. Stumps are to be ground not excavated to prevent damage to preserved tree roots.

Tree exclusion zones are to be constructed to the following requirements:

- ring lock wire mesh approximately 1.8 metres high
- main posts 100mm treated pine (TP)
- intermediate posts steel star pickets (SP)
- the corner posts are to be TP with TP stays
- every 3rd post is to be TP
- SP to be placed intermediately between the TP posts at 3 metre intervals
- the ring lock mesh to encircle the structure and be firmly secured at each post



DAC782656R-34-1

AC782656R

05/04/2004 \$59 173



- posts must be sunken into the ground by 450mm (there is to be no concrete to secure posts as this will affect p.H. levels)
- the exclusion zone is to be clearly sign posted ie. **TREE PRESERVATION ORDER. NO ENTRY EXCEPT TO AUTHORISED PERSONNEL.**

With the agreement of the Responsible Authority tree exclusion zone fencing may not be provided where permanent reserve fencing is introduced prior to construction. The specification of the permanent fencing must be to the satisfaction of the Responsible Authority.

Only when construction of houses and the installation of boundary fences is complete is the fencing of the exclusion zone able to be disassembled.

INFORMATION ONLY



DAC782656R-35-5

Date issued: -

Signature for the Responsible Authority: _____

From www.planning.vic.gov.au at 16 September 2024 09:46 AM

PROPERTY DETAILS

Address: **24 CASCADE CRESCENT EPPING 3076**
Lot and Plan Number: **Lot 135 PS513912**
Standard Parcel Identifier (SPI): **135\PS513912**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **564195**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 182 C5**

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

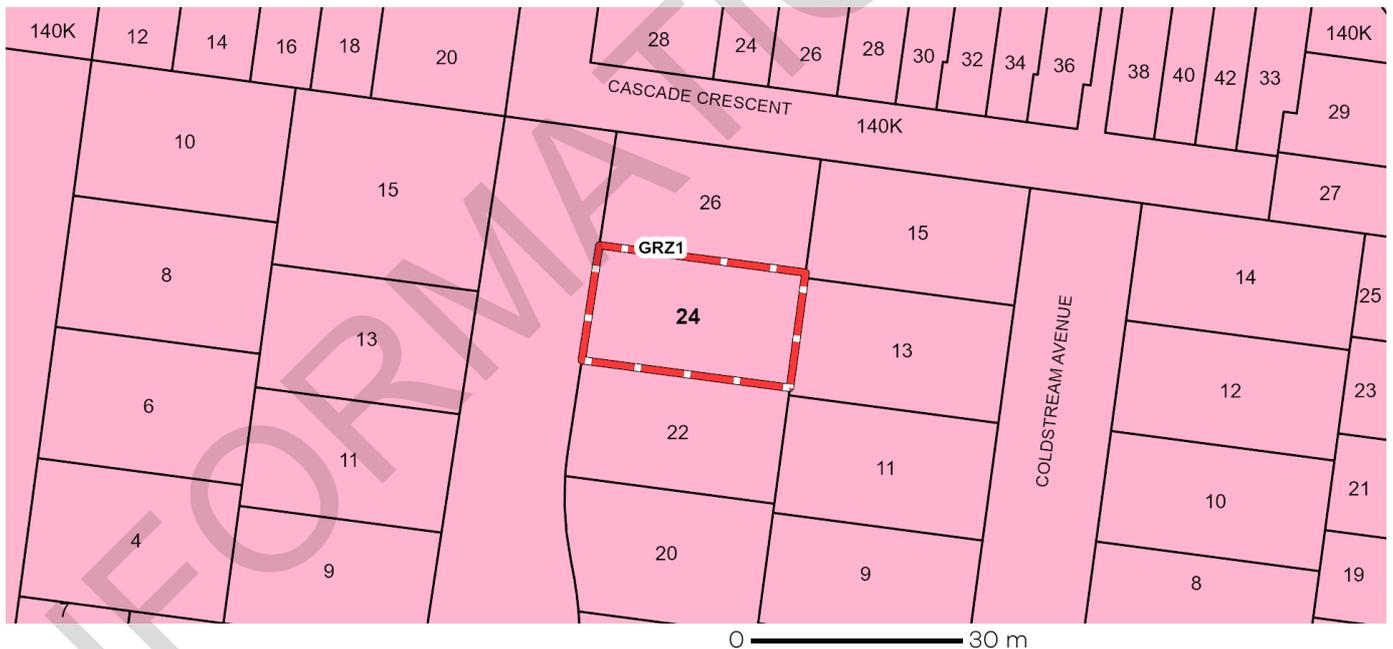
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



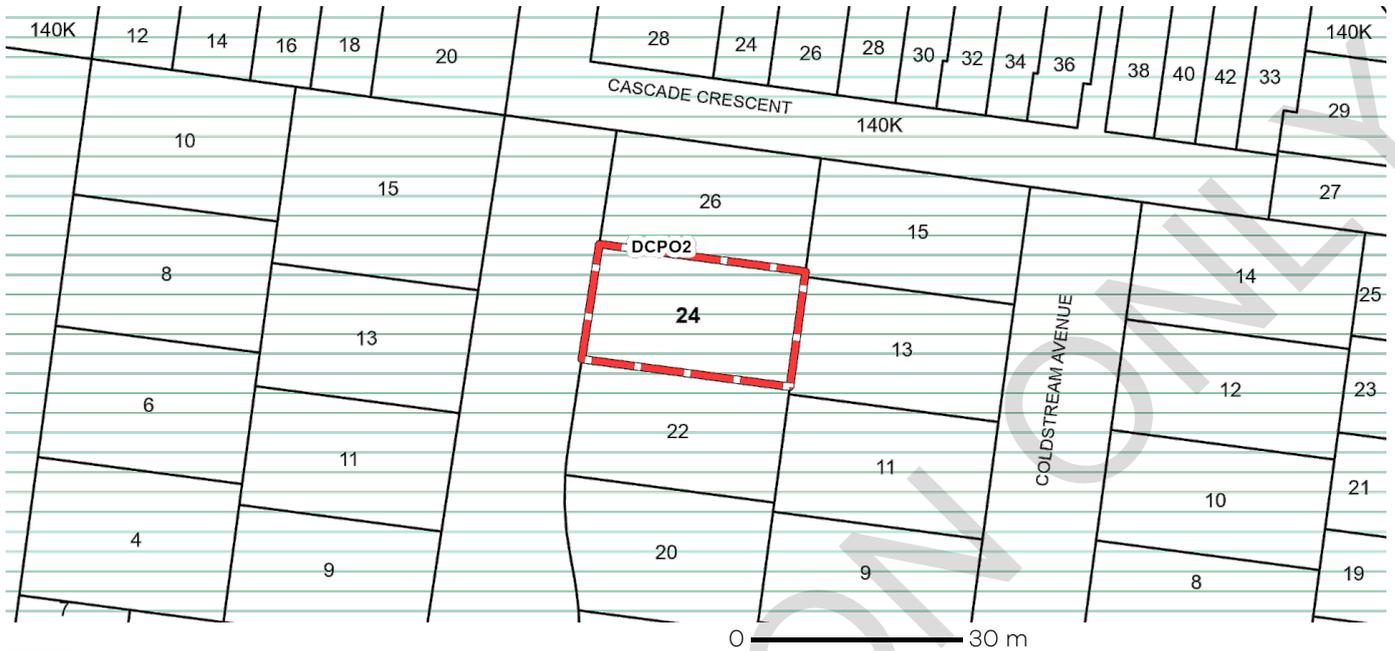
GRZ - General Residential

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 2 (DCPO2)

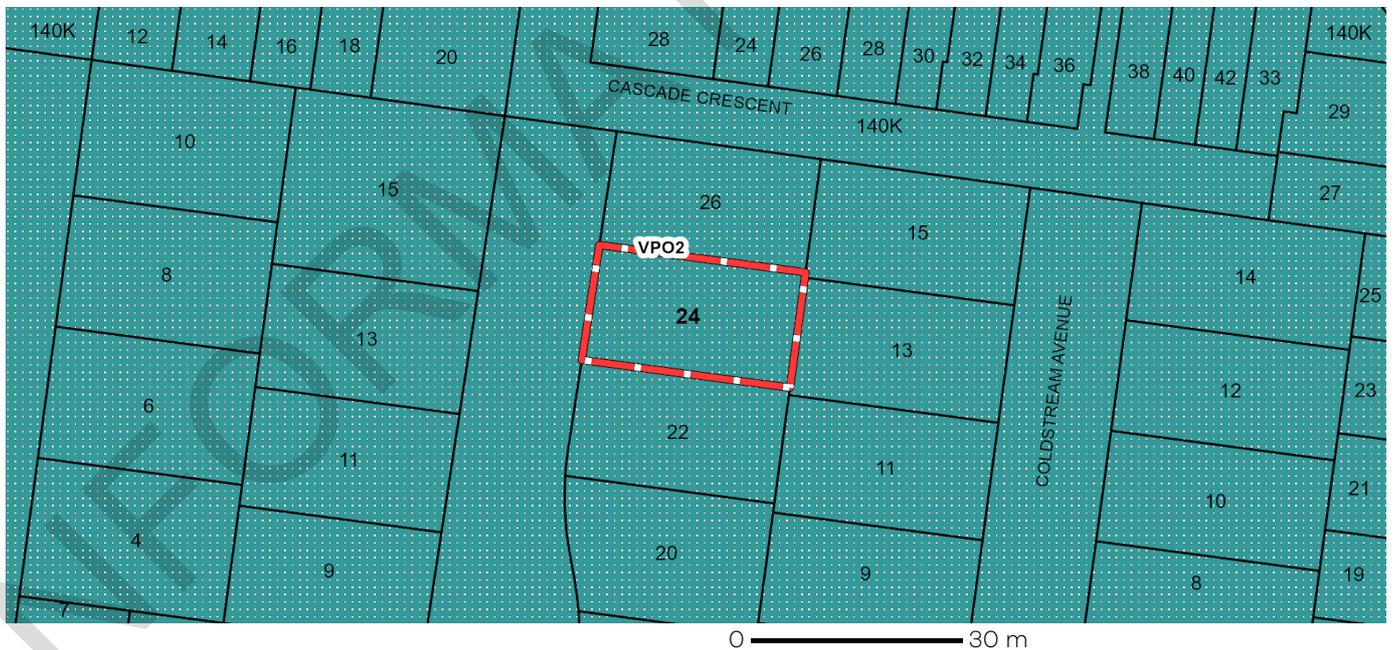


DCPO - Development Contributions Plan Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



VPO - Vegetation Protection Overlay

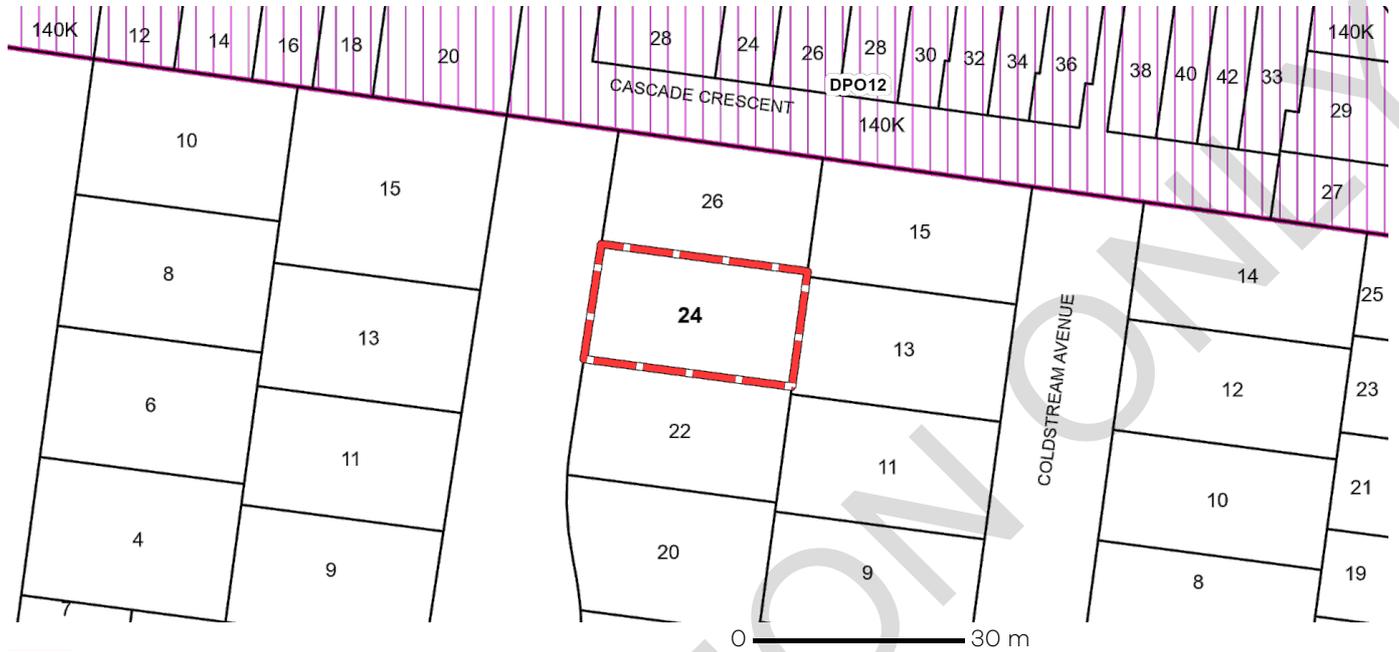
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)



 **DPO - Development Plan Overlay**

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

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.

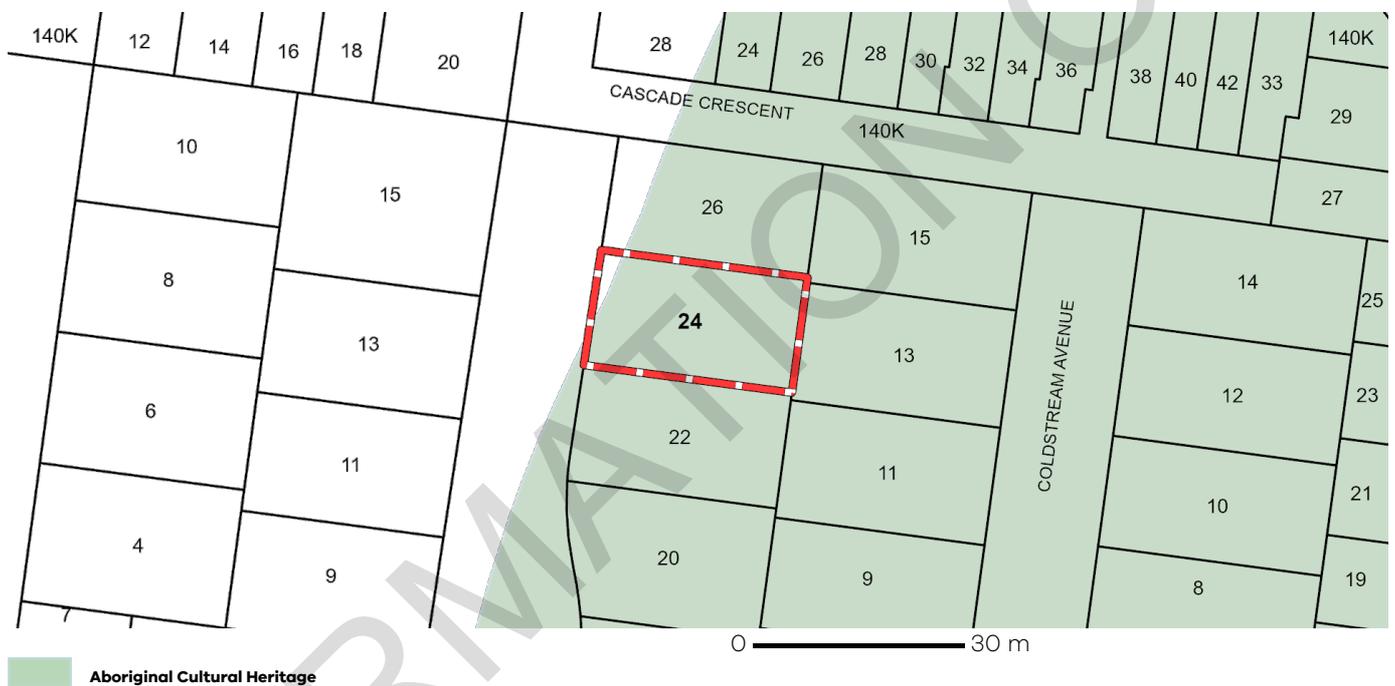
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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.aav.nrms.net.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.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 11 September 2024.

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

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

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

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

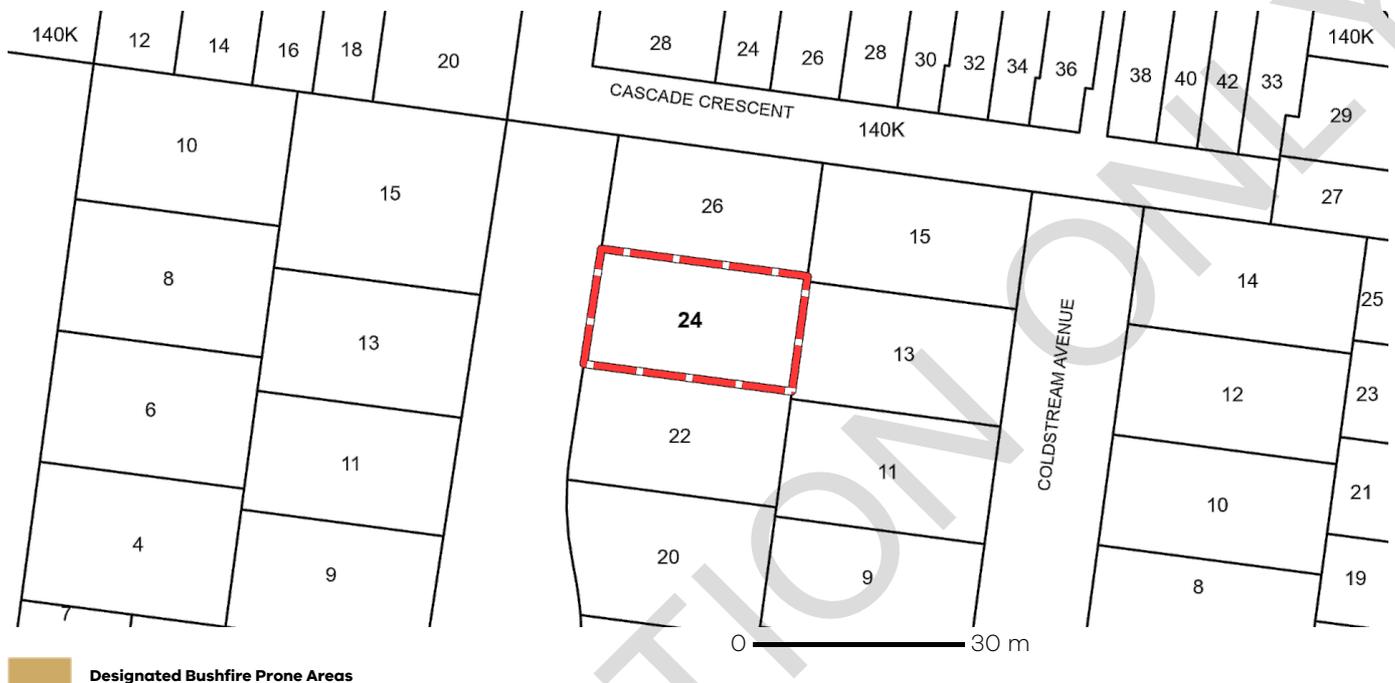
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is 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 \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

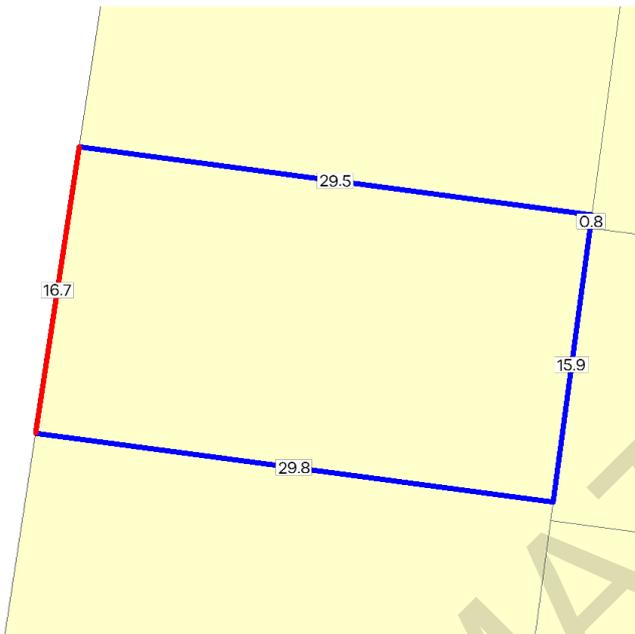
PROPERTY DETAILS

Address: **24 CASCADE CRESCENT EPPING 3076**
Lot and Plan Number: **Lot 135 PS513912**
Standard Parcel Identifier (SPI): **135\PS513912**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **564195**
Directory Reference: **Melway 182 C5**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 495 sq. m

Perimeter: 93 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

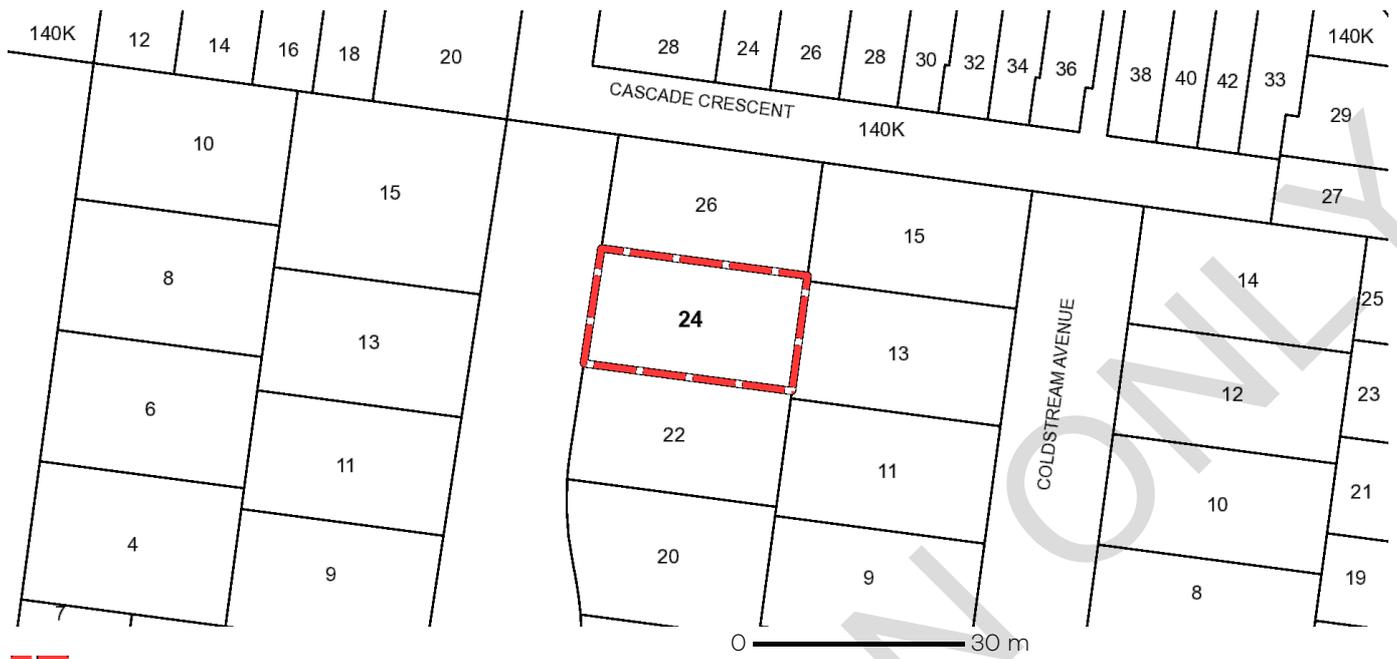
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property



T P Huynh
24 Cascade Crescent
EPPING VIC 3076

029
R0_383970

Assessment number: **0564195**

To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: 2E2FD10ADZ

Issue date: **31/07/2024**

Instalment 1

\$524.49

Due By 30/09/2024

* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$524.00**

Due By 30/11/2024

Instalment 3 **\$524.00**

Due By 28/02/2025

Instalment 4 **\$524.00**

Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$2,096.49**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property details 24 Cascade Crescent EPPING VIC 3076

LOT 135 PS 513912U

Owner: Huynh Thien Phuc

Ward : Kirrip

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$440,000	\$675,000	\$33,750

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 33,750 x 0.04683579	\$1,580.71
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 675,000 x 0.00008700	\$58.73
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total \$2,096.49

Payments received after 15 July 2024 may not be included on this notice

How to pay

whittlesea.vic.gov.au



Phone **1300 301 185**



Council Offices
See the back of this notice for opening hours and locations

BPAY



Biller Code: 5157
Ref: 0564195

BPAY this payment via internet or phone banking

FlexiPay



Set up your flexible payment options.



Scan the QR code or visit

whittlesea-pay.enotices.com.au



Post Billpay



Post Billpay Code: 0350
Ref: 5641956

Pay in person at any post office:

131 816 or postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 5641956



*350 5641956

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at whittlesea-pay.enotices.com.au using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

21 May 2024

Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,580.71
Farm*	0.02810147	\$948.42

* Eligible ratepayers can apply for farm rate.
Please see Council's website for the application form.



**City of
Whittlesea**

📍 **South Morang**
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

📧 Locked Bag 1, Bundoora MDC VIC 3083

✉ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

Your quarterly bill



Emailed to: benhuynh13@gmail.com
MR T HUYNH
78 WINTER CRES
RESERVOIR VIC 3073

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number	06 8026 7020
Invoice number	0687 1916 66545
Issue date	7 Aug 2024
Property address	24 CASCADE CRES EPPING
Property reference	1615190, PS 513912
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

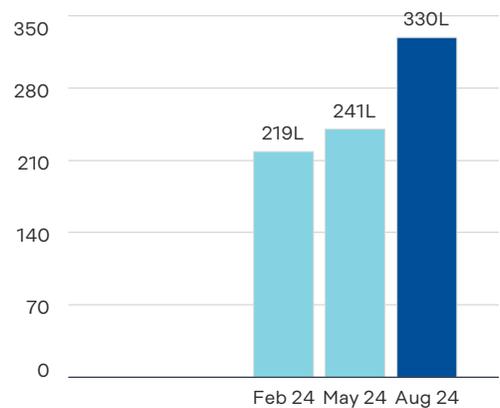
Previous bill	\$251.86
Payment received thank you	-\$251.86
Balance carried forward	\$0.00
This bill	
Usage charges	\$101.42
Service charges	
Water supply system	\$20.86
Sewerage system	\$119.50
Other authority charges	
Waterways and drainage	\$30.77
Parks	\$21.98
Total this bill (GST does not apply)	\$294.53
Total balance	\$294.53



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.

This bill
\$2.63

Last year
N/A



How to pay



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **680253747**



BPAY®

Bill code: **344366**
Ref: **068 0267 0206**



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **0687 1916 66545**



Credit Card

Online: yvwm.com.au/paying
Phone: **1300 362 332**



*3042 068719166654 5

MR T HUYNH

Account number	06 8026 7020
Invoice number	0687 1916 66545
Total due	\$294.53
Due date	28 Aug 2024
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YAF236164	1,989kL -	1,959kL =	30kL
From 7 May 2024 - 6 Aug 2024			(91 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
07/05/2024 - 30/06/2024			
Step 1 (0-440 litres per day)	17.802kL x	\$3.3438 =	\$59.53
01/07/2024 - 06/08/2024			
Step 1 (0-440 litres per day)	12.198kL x	\$3.4342 =	\$41.89
Total	30.000kL		\$101.42
Total usage charges			\$101.42

Price changes are effective from 1 July 2024.

Your charges explained

- **Water and sewer usage charge**
7 May 2024 - 6 August 2024
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 July 2024 - 30 September 2024
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 July 2024 - 30 September 2024
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 July 2024 - 30 September 2024
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
- **Parks charge**
1 July 2024 - 30 September 2024
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ enquiry@yvw.com.au		廣東話 1300 921 362
🌐 yvw.com.au		Ελληνικά 1300 931 364
📞 TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 4-11 Nov 2024

Our performance

We're committed to delivering on the outcomes our customers told us they value and expect.

🔗 Learn more at yvw.com.au/performance

Pricing update

We're committed to keeping bills affordable, with bill increases lower than inflation. From 1 July 2024, bills will increase by 2.81% on average, which is 0.78% below inflation. This is around \$7.40 more on a typical quarterly bill.

🔗 Learn more at yvw.com.au/prices

