

DATED

2025

**CEDAR BOULEVARD PTY LTD ATF CEDAR BOULEVARD PROPERTY TRUST ABN 39
301 632 859**

to

CONTRACT OF SALE OF REAL ESTATE

Property: MASTER SALE OF UNIT:

77-79 Cedar Boulevard, Thomastown VIC 3074

**Ref: 3633
Version: 3**

Belvedere|Lawyers.

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Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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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: Vasko Nikolovski as director

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: 111-113 Thomas Street, Thomastown VIC 3074
Email: • [l@rataandco.com.au
Tel: 03 9465 7766 Mob: Fax: Ref: Mario Tucci

Vendor

Name: Cedar Boulevard Pty Ltd atf Cedar Boulevard Property Trust
Address:
ABN/ACN: 39 301 632 859
Email:

Vendor's legal practitioner or conveyancer

Name: Belvedere Lawyers
Address: 143 Lower Plenty Road, Rosanna VIC 3084
Email: jacque@belvederelawyers.com.au
Tel: 03 9052 4407 Mob: Fax: Ref: 3633

Purchaser's estate agent

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

Purchaser


Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title parent reference				being proposed unit	
Volume	8194	Folio	940		
Volume	8056	Folio	929		

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 parent address of the land is: 77-79 Cedar Boulevard, Thomastown VIC 3074

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

In accordance with endorsed plans and specifications annexed hereto at Annexure A

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 or issue of occupancy permit, whichever is later

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-A

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.*

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Special condition 1 – Amendments to General Conditions.

1.1 General Condition 12 is deleted.

1.2 General Condition 21.2(a) is deleted and replaced with:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in the dwelling on the land and designates it as a major structural building defect;

Special condition 2 – Auction

2.1 Where this property is sold by auction, the Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

Special condition 3 – Planning Schemes

3.1 The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of the land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

Special condition 4 – No Representations

4.1 It is hereby agreed between the parties hereto that there are no conditions, warranties, or other terms affecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendor or his agent except such as are made conditions on this contract. The vendor gives no warranty as to the condition of the land or improvements erected on it and the purchaser acknowledges having inspected the land and improvements.

Special condition 5– Acceptance of Property

5.1 The purchaser acknowledges having inspected the property and accepts it in its present state of repair and condition. The purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect of the condition or state of repair of the property.

Special condition 6– Condition and Services

6.1 The land as sold hereby and inspected by the Purchaser is sold on the basis of its existing condition in all regards and as being as inspected by the Purchaser and the Purchaser shall not make any requisition nor claim any compensation for any deficiency or defect in the land and the Purchaser shall not raise any requisition in relation to or make any claim against the Vendor in regard to the condition issue or non-issue of and permits from relevant authorities.

6.2 The Purchaser is responsible for any costs relating to the connection of services available to but not connected to the property as at the date of the contract together with any costs associated with opening or varying any accounts with any service provider.

Special condition 7 – FIRB Approval

7.1 The Purchaser warrants that the provision of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the Purchaser to obtain consent to enter this contract. The purchaser warrants that in the event that he or she is a person as defined in this act, all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the purchaser.

Special condition 8 – Default

- 8.1 If the Vendor gives to the Purchaser notice of default under this contract the default will not be remedied until the Purchaser has:
- (a) Remedied the default or paid compensation to the Vendor to the Vendor's satisfaction; and
 - (b) Paid all costs and expenses incurred by the Vendor as a result of the default including without limitation the losses and expenses outlined below and payment of default interest.
- 8.2 If the purchaser defaults until this contract, the vendor will or may suffer the following losses or expenses which the purchaser shall pay (without the need for the service of a default notice):
- (a) The costs of obtaining bridging finance to complete the vendors purchase of another property and interest charged on such bridging finance calculate from the due date of settlement;
 - (b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement;
 - (c) Accommodation expenses necessarily incurred by the vendor;
 - (d) Legal/conveyancing costs and expenses as between the vendors representative and the vendor;
 - (e) Penalties payable by the vendor to a third part through any delay in completion of the vendors purchase of another property.

Special condition 9 – Due Diligence Checklist

- 9.1 The Purchaser acknowledges being given a Due Diligence Checklist and a signed Vendor Statement before the Purchaser signed the contract.

Special condition 10 – Pool/Spa

Removed

Special condition 11 – Land Tax

Notwithstanding anything contained in this contract relating to land tax, the parties agree that land tax shall not be adjusted or apportioned between the parties and land tax shall remain entirely the vendors responsibility.

Special condition 12 – Adjustments and Certificates

General Condition 23.3 is amended to read "The purchaser must order new, current certificates and provide copies of the same and any other information used to calculate the adjustments under general condition 23. The vendor does not consent to the use of the certificates in the Section 32 or verbal updates to the same for the purposes of calculating the adjustments, and requires written confirmation from the authorities as to the correct figures being used which are no more than 30 days old from the date of settlement".

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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 1.14 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

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

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

19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN

(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:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) 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 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

in the presence of:) **Director** (Sign)

Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

in the presence of:) **Director** (Sign)

Witness.....)

SPECIAL CONDITIONS B

1. RESTRICTIONS

- 1.1 The property is sold subject to the easements (if any) the restrictive covenants (if any) and the Restrictions (if any) contained in the Vendor's Statement and these special conditions.
- 1.2 The Purchaser buys subject to any restrictions imposed by and to the provisions of the *Planning and Environment Act 1987*, the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Scheme, and any other restrictions on the use of the Land – pursuant to any interim Development Order or Planning Scheme or imposed by any reasonable authority empowered by Statute or regulation to control the use of the Land or the premises thereon or both – which shall not affect the validity of this Contract of Sale and the Purchaser buys subject thereto, and the Purchaser shall not be entitled to make any requisitions or objection or claim for compensation arising out of the same or in respect thereof.
- 1.3 The Purchaser shall assume liability for compliance with any notices or orders relating to the property sold (other than those referring to the apportionable outgoing) and any chattels which are made or issued on or after the date sold and the Purchaser shall assume liability arising therefrom and indemnify the Vendor against such liability. This Special Condition shall not merge upon settlement and shall enure for the benefit of the Vendor. This provision shall not apply to matters relating to the vendors obligation to procure completion of the Building Works under this Contract.
- 1.4 The Purchaser admits that the Property is sold and the Purchaser takes title subject to the provisions of the Act and in particular any Restriction and the easements expressed or implied affect the land by virtue of the Act.

2. NOTICES

Any demand or notice by one party on or to the other to be made or given under this Contract shall be deemed sufficiently made or given by one party or their Solicitor or conveyancer to the other party or his legal representative by email, personally or if posted by pre-paid letter to the address of the other party contained in this Contract or in the event of the Purchaser having become entitled to vacant possession of the property sold to the address of the property sold and the service by letter of such demand or notice shall be deemed to be effected on the day being (1) business day after the day of posting such letter.

3. ACKNOWLEDGEMENTS

- 3.1 The Purchaser acknowledges that any selling agents have acted as agents of the Vendor and the Vendor's Solicitors have acted as Solicitors for the Vendor and that no information representation or warranty of the Vendor or his agents or Solicitors was made with the intention of knowledge that it would be relied upon and that no such information representation or warranty of the Vendor has in fact been relied upon and it is further agreed that this Contract of Sale is the sole and full repository of the agreements between the Vendor and the Purchaser.
- 3.2 Save as herein provided it is agreed and declared that insofar as it is legally permissible so to do the Land and Chattels (if any) are sold without any warranties or representations whatsoever and no warranty or condition shall be implied against the Vendor.

4. SUBSTITUTION

- 4.1 The Purchaser may nominate a substitute purchaser but must so not later than 21 days prior to settlement.

5. GUARANTEE

If the Purchaser is or includes a company (other than a company listed on an Australian Stock Exchange) the company shall forthwith after execution of this Contract procure the execution by each of its directors on the part of the Contract intended to be held by the Vendor of the Guarantee annexed to

this Contract or where no such Guarantee is annexed to the Contract in a form submitted by the Vendor's Solicitor.

6. DEFAULT

If the Purchaser makes a default under this Contract and the Vendor serves on the Purchaser a default notice pursuant to the Contract aforesaid the Purchaser shall pay all of the Vendor' legal costs of and incidental to such default notice and the Purchaser shall be deemed not to have remedied this default until such costs have been paid.

7. INTEREST

If the Purchaser defaults in payment of any monies due under this Contract then without prejudice to any other rights of the Vendor the Purchaser shall pay to the Vendor interest at a rate of two (2%) per cent higher than the rate for the time being fixed under the *Penalty Interest Rates Act 1983* computed on the money unpaid or overdue during the period of default.

8. BUILDING WORKS

8.1 The parties acknowledge that the vendors are not builders and that the Building to be Constructed shall be constructed for the Vendor pursuant to a Major Domestic Building Contract.

8.2 The Building to be Constructed shall, be completed generally in accordance with the Plans and Specifications and any architectural plans, floor plans, schedule of fixtures and fittings detailed in Annexure "A" hereto and any variations which may be agreed between the parties in writing from time to time. The Purchaser acknowledges that the Vendor can prior to the day of sale, and shall be entitled at any time after the day of sale to make (without reference to the Purchaser) any alterations or variations that the Vendor or the Builder may deem desirable or necessary to the Building to be Constructed and to the Plans and Specifications and any architectural plans and floor plans.

8.3 The Building to be Constructed shall be completed by the Settlement Date and, in the event that construction has not been so completed, the Vendor may extend the date for settlement so as to permit the Vendor sufficient time to complete such construction.

8.4 The Purchaser shall not delay or postpone settlement or retain or hold back any part of the Price as security in the event of any dispute as to the quality or standard of the finish of the Building to be Constructed or any fittings in the Building to be Constructed and it is a fundamental term of this Contract that upon the date payment of the balance of the Price is due, the Purchaser shall proceed to pay the Price as required by this Contract without deduction. The issue of the Certificate of Occupancy or any other certificate or written confirmation verifying that the property is suitable for occupation is conclusive evidence that the Vendor has complied with its obligations under this Special Condition.

8.5 The Purchaser is not permitted access to the Land prior to settlement (save for the Purchaser's right of inspection pursuant to General Condition 29).

9. GST

9.1 (a) In this special condition "GST" means GST within the meaning of the GST Act;

9.1.1 "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended); and

9.1.2 Expressions used in this special condition that are defined in the GST Act have the same meaning as given to them in the GST Act.

9.2 If the vendor and the purchaser have otherwise agreed in this Contract that the margin scheme is to apply to the supply of the real property made under this contract then, to the extent that the margin scheme under Division 75 of the GST Act may be applied to this Contract, the Purchaser further acknowledges and agrees that the Vendor shall not be obliged to provide any input tax credits to the Purchaser.

10 FOREIGN INVESTMENT REVIEW BOARD

10.1 If the Purchaser is or may be obliged to obtain any consent permit or authority including approval under the *Foreign Acquisitions and Takeovers Act 1975* or the Commonwealth Government's Foreign Investment Policy or the consent of the Foreign Investment Review Board or the execution of this contract shall be deemed a warranty by the Purchaser that any necessary consents permits or authorities have been obtained and without prejudice to that the warranty the Purchaser shall submit evidence of such consents permits or authorities to the Vendor within seven (7) days of the Day of Sale.

10.2 If the warranty contained in special condition 15.1 is breached, the Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage (including but not limited to consequential loss or damage) which the Vendor may suffer as a result of the breach of this warranty.

11. PLAN OF SUBDIVISION

11.1 Subject always to the terms of this Special Condition, this Contract is subject to and conditional upon the registration of the Plan by the Registrar of Titles. The Vendor shall at its own expense use reasonable endeavours to have the Plan registered by the Registrar of Titles. The Purchaser will be entitled to a Lot or Lots with measurements substantially in accordance with those set out in the Plan except for minor variations or major variations.

11.2 In the event that the Registrar of Titles fails or refuses to register the Plan within the period of 18 months from the date of this Contract then either party may at any time after the expiration of 18 months from the date of this Contract but before the registration of the Plan by the Registrar of Titles rescind this Contract by written notice to the other party whereupon all rights conferred on the Purchaser shall be at an end save the Purchaser shall be entitled to the immediate return of the Deposit (less any bank and government fees and any legal fees for prior default) together with any interest which may have accrued thereon.

11.3 If the Vendor is unable to obtain any relevant approval necessary to enable the Land to be subdivided in accordance with the Plan for any reason, or such relevant approval is issued upon conditions which the Vendor in its sole discretion deems unnecessary or unacceptable, or if any relevant Statutory authority imposes in relation to the registration of the Plan any requirement which in its sole discretion the Vendor deems unsatisfactory or unacceptable, or the registration of the Plan is at any time refused, or likely to be refused, the Vendor, may at any time, terminate this Contract by written notice to the Purchaser whereupon this contract will come to an end and, except that the Purchaser will be entitled to a refund of the Deposit (less any bank and government fees) together with any interest which may have been accrued hereon, neither party will have any claim demand or right of action whatsoever against the other.

11.4 The Vendor reserves the right to vary, amend or alter the Plan in any manner whatsoever if necessary to procure the approval of the Registrar of Titles whether the amendments are required by the Registrar or requested by the Vendor or any referral authority to approve the Plan.

11.5 The Vendor shall if the amendment to the proposed Plan is material to the Land within fourteen (14) days after the receipt of the requirement of the Registrar or the making of the request by the Vendor or such statutory authority (as the case may be) advise the Purchaser in writing of the proposed amendment and unless the Purchaser objects in writing within 14 days, the Purchaser shall be deemed to have accepted the amendment.

11.6 Notwithstanding any other terms of this Contract the Purchaser shall not be entitled to make any objection or requisition or claim any compensation or to rescind or determine this Contract on the grounds that the Plan as approved does not accord with the proposed Plan of Subdivision unless the amendments materially and directly affect the Land in which case the Purchaser may rescind the Contract within fourteen (14) days after being advised by the Vendor of the amendment but only if the amendment is material and without any compensation whatsoever from the Vendor. The provisions of this condition and Section 10(1) of the *Sale of Land Act 1962* do not apply in respect of the final location of any easements shown on the Plan.

11.7

a. Until the Plan is registered by the Registrar of Titles the Purchaser (or its nominee) shall not sell, transfer, assign, mortgage or otherwise encumber or in any other way whatsoever deal with the Lot or any part thereof or any of the Purchaser's rights or interests (or the rights of interests of its nominee) in or under this Contract and the Purchaser (and its nominee) agrees not to lodge any caveat over the Lot or Lots hereby sold until the Plan has been registered.

b. The Purchaser (and its nominee) hereby indemnifies and must keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser or its nominee of this special condition and shall compensate the Vendor for any breach.

c. The Purchaser (and its nominee) irrevocably appoints the Vendor and its Solicitors as its attorney to sign a withdrawal of the Purchaser's caveat from the Land Titles Office and the execution of this Contract will be evidence of such power to execute the withdrawal of Caveat.

d. This Special Condition shall be an essential term of this Contract and shall not be affected by the recession of this Contract by either party and the rights conferred hereby shall be in addition to any common law rights that the Vendor may be entitled to.

e. The Vendor makes no representation express or implied that the land either is or is not filled in whole or in part, as to which the Purchaser should make such investigation surveys or enquiries as the Purchaser sees fit. There are the following works required to be disclosed by the vendor to the Purchaser in accordance with Section 9AB of the Sale of Land Act (if nothing is disclosed there are no such works):

site works affecting levels will be done necessary for the construction of the entire development predominately around landscaping works.

f. The Parties agree that Section 10(1) of the Subdivisions Act shall not apply in respect of the final location of an easement shown on the Plan of Subdivision.

12. LAND TAX

REMOVED

13. GENERAL

13.1 All payments due to the Vendor under this Contract must be made no later than 3.00pm on the due date. The Vendor may treat any payment received after 3.00pm as having being received on the next business day in Melbourne.

13.2 The Purchaser acknowledges that the property may have been filled and shall not make any claims or demands whatsoever on the Vendor in regard thereto or arising therefrom.

13.3 This Contract shall be governed by the laws of the State of Victoria.

13.4 The terms of this Contract will not merge at settlement and shall enure for the benefit of the Vendor and continue to have full force and effect.

13.5 No waiver or indulgence in time on behalf of the Vendor to the Purchaser shall in any way affect the Purchaser's obligations and time shall remain of the essence.

13.6 Any Clause or part of a clause held to be invalid or illegal or unenforceable shall be severed, and the remaining conditions shall apply (in full or part as the case may be).

13.7 If there shall be more than one Purchaser, the agreements and obligations of the Purchaser under this Contract and the conditions thereof shall bind any two or more of them jointly and severally.

13.8 The Purchaser acknowledges that it shall, where electricity has been connected to the Building before settlement by the Vendor, if required by the Vendor reimburse the Vendor at settlement the connection fee for electricity to the Building.

14. SEPARATELY RATED

Where the rates have not been separately struck for the property hereby sold it is agreed that the rates shall be adjusted as paid on a proportion calculated in accordance with the unit liability contained in the Schedule on the Plan of Subdivision or where no such schedule exists on proportion calculated by dividing the amount of the rate by the total number of lots on the Plan (and excluding common property, roadways and so forth). The Purchaser shall not deduct from the purchase price any amount for rates and the Vendor hereby undertakes to attend to payment of the rates where the rates have not in fact been paid.

15. OWNERS CORPORATION

15.1 Application of Owners Corporation Act and Regulations

The Purchaser acknowledges that the Property sold will upon registration of a Plan of Subdivision be subject to the Owners Corporation Act (the Act) and Regulations and to the Lot Entitlement and Lot Liability and all other information set out in the Plan of Subdivision, the provisions of the Owners Corporation Act and Regulations, all expressed and implied easements affecting the Property by virtue of the Act and the Owners Corporation Rules. Attached to the Section 32 herein is a copy of the Schedule 3 "Statement of Advice and Information for Prospective Purchasers and Lot Owners" which has been provided as a guide to the purchaser only.

15.2 Purchaser's acknowledgments

The Purchaser acknowledges and understands:

- (a) this is a purchase of land which comprises part of the parent title and will be contained in a registered Plan of Subdivision at the time of settlement.
- (b) the registered Plan of Subdivision will contain lots and possibly common property.
- (c) the registered Plan of Subdivision may contain registered and unregistered easements which will affect the land sold and which could amount to a restriction on the land sold.
- (d) the registered Plan of Subdivision may contain depth limitations (if any) and specific easement information which could amount to a restriction on the land sold.
- (e) the Building to be Constructed on the land sold will or may be serviced by shared services such as water sewerage and drainage.
- (f) on registration of the Plan, the Owners Corporation will commence. A copy of the Schedule 2 Model Rules for an Owners Corporation are attached to the Section 32 herein as a guide to the Purchaser of the type of rules that may apply. The Owners Corporation may vote to amend the applicable Rules.
- (g) the Purchaser will become a member of the Owners Corporation after settlement.
- (h) the initial annual budget for the Owners Corporation included in the Vendor Statement (if any) is an estimate which may vary from the actual annual budget.
- (i) the Purchaser will be required to pay levies and fees to the Owners Corporation and further that in the event that the vendor has paid any amounts for the benefit of the Owners Corporation

prior to settlement those amounts shall be treated as apportionable outgoings and must be adjusted as between the vendor and purchaser at settlement; and

(j) modifications, alterations and variations may be made to the Owners Corporation Rules before settlement which, in the Vendor's opinion are necessary or desirable:

(i) to facilitate and enhance the quality of the Development; or

(ii) for the operation, management and administration of the Owners Corporation.

(k) that the Vendor is not obliged to procure for the Purchaser a certificate from the Owners Corporation pursuant to the Act and Regulations.

15.3 Upon Registration of the Plan

Upon registration of the Plan, the Vendor may:

(a) hold the first meeting of the Owners Corporation;

(b) effect insurance under the Act or the Owners Corporation Regulations

(c) appoint a manager for the Owners Corporation

15.4 Proxy to Vendor

(a) If required by the Vendor at any time before or after settlement, the Purchaser must sign and return a Owners Corporation Proxy Form to the Vendor within 7 days from the Vendor's request.

(b) If the Purchaser fails to comply with special condition 20.4(a), the Purchaser consents to and authorises and appoints the Vendor or the Vendor's nominee as its agent and attorney to sign the Proxy Form on the Purchaser's behalf.

(c) The Proxy Form signed by or on behalf of the Purchaser's behalf is valid and irrevocable for 12 months from the date it is given to the Vendor.

(d) On the Purchaser's behalf and as its proxy, the Vendor may or may procure its nominee to:

(i) attend, speak or vote at any meeting of the Owners Corporation;

(ii) vote at any ballot; and

(iii) represent the Purchaser on any committee of the Owners Corporation, in any way the Vendor determines in its absolute discretion.

(e) The Purchaser must not exercise any of its rights or powers as a member of the Owners Corporation in relation to the Development or the management, administration or operation of the Owners Corporation prior to the expiry of the Proxy Form.

15.5 No Claim

The Purchaser may not make any Requisition or objection or claim for compensation or delay or withhold payment of the residue or otherwise attempt to rescind or terminate this contract in relation to any matters arising under this special condition.

16. PLANNING PERMIT, PLANNING SCHEMES & REGULATIONS

16.1 The Vendor hereby advises and the Purchaser hereby acknowledges, confirms and accepts that the Purchaser has been made aware that, a Planning Permit has been granted and a copy is annexed to the Section 32 Statement.

16.2 The Land is sold subject to any restrictions as to user under any order, plan, scheme, regulation, or by-law in any legislation or made by any authority empowered to control the use of the Land. No such restriction will constitute a defect in the Vendor's title or affect the validity of this contract and the Purchaser will not make any requisitions or objection nor be entitled to any compensation from the Vendor in respect thereof.

16.3 The Purchaser acknowledges that the Vendor may be required to enter agreements with the relevant municipal council or services authorities to satisfy various conditions of any Permit.

17. SUNSET CLAUSE

Notwithstanding any other provision of this contract, the following conditions will apply and prevail where:

- a. the property sold is residential; and
- b. this contract is dated on or after 23 August 2018;
- c. the Sale of Land Amendment Act 2019 has received Royal assent;
- d. this contract is conditional upon the registration of a plan of subdivision; and
- e. and the Vendor purports to rescind the contract on the basis that a plan of subdivision has not been registered by a prescribed date:

The Vendor is required to provide the Purchaser 28 days' notice of its intention to so rescind the contract.

The Purchaser may consent to such purported rescission of the contract by the vendor but is not obliged to.

Should the Purchaser not consent to the Vendor's purported rescission of the contract, the Vendor has the right to apply to the Supreme Court of Victoria for an order permitting the Vendor to so rescind the contract.

The Supreme Court of Victoria may make an order permitting the Vendor's purported rescission of the contract if satisfied that making such order is just and equitable in all the circumstances.

18. CONNECTION OF SERVICES

The Purchaser acknowledges that it is the Purchaser's own responsibility at the Purchaser's sole cost and expense to arrange for any Authority responsible for the provision of services including electricity, gas, water and telecommunications (including the National Broadband Network) to supply, connect or have metered or to continue to supply or connect or meter such services. If the Vendor pays any connection or installation fees for any services (including, but not limited to, an embedded network service if installed by the Vendor or other service which the Vendor deems appropriate for connection) then the Purchaser shall reimburse the Vendor the connection or installation fee costs or any other related charge by way of adjustment at Settlement.

19. NO RESALE

The purchaser acknowledges that whilst the vendor is the registered proprietor of any lot contained within this development, the purchaser must not re-sell this lot without the consent of the vendor, which consent shall be given or withheld at the sole and absolute discretion of the vendor and if given, on such terms and conditions as the vendor shall determine.

20. UNIT NUMBERING

The purchaser acknowledges that this contract has been sold and prepared based on the unit numbering on the endorsed plans. When the plan of subdivision is available, the lot numbers may differ to the unit numbers and the Purchaser will not make any requisitions or objection nor be entitled to any compensation from the Vendor in respect thereof.

ANNEXURE A- ENDORSED PLANS AND LIST OF INCLUSIONS

INFORMATION ONLY

DEFINITION:
AN UNCOVERED OUTDOOR AREA OF A DWELLING OR RESIDENTIAL BUILDING NORMALLY ASSOCIATED WITH A GARDEN. IT INCLUDES OPEN ENTERTAINING AREAS, DECKS, LAWNS, GARDEN BEDS, SWIMMING POOLS, TENNIS COURTS AND THE LIKE. IT DOES NOT INCLUDE A DRIVEWAY, ANY AREA SET ASIDE FOR CAR PARKING, ANY BUILDING OR ROOFED AREA AND ANY AREA THAT HAS A DIMENSION OF LESS THAN 1 METER.

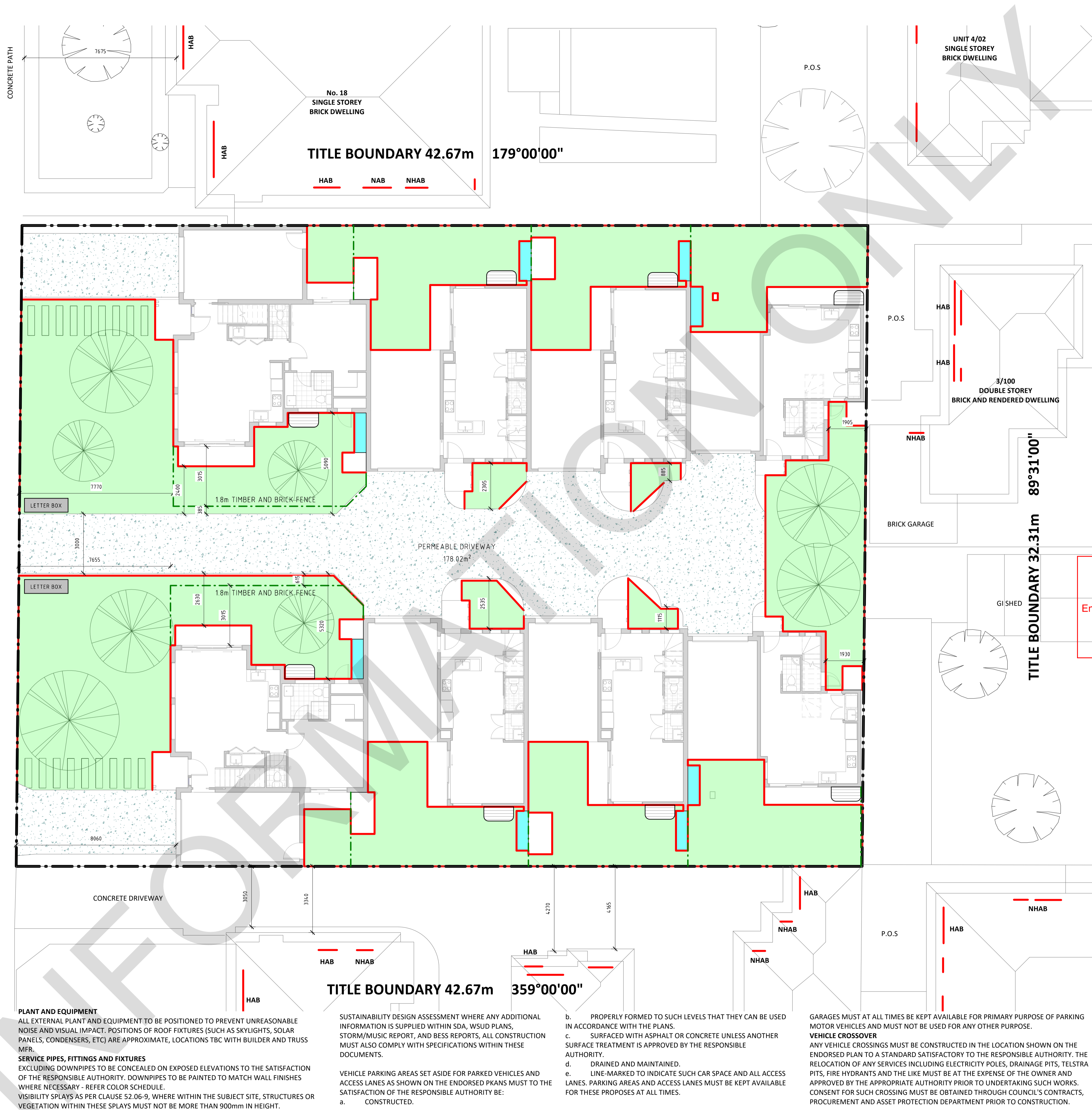
NOTES:
ALL INTERNAL / EXTERNAL DIMENSIONS ARE SHOWN TO STRUCTURAL / TIMBER FRAMES AND DO NOT INCLUDE CLADDING / PLASTERBOARD THICKNESS. ALL SERVICE METER LOCATIONS TO BE CONFIRMED DURING WORKING DRAWINGS STAGE.
ALL LEVELS TO AHD.
PROPOSED CLOTHESLINE
fold down - wall or ground mount
PROPOSED 6 CUBIC METER STORAGE SHED (TYP. 1.7Wx1.7Lx2.2H)
PROPOSED LETTER BOX

REFER TO SITE ANALYSIS DOCUMENTS FOR NEIGHBOURING DWELLING DETAILS
LANDSCAPE PLAN TO BE PROVIDED BY CERTIFIED LANDSCAPE ARCHITECT TO SHOW PLANT SCHEDULE AND LAYOUTS
ADJOINING WINDOW LEGEND
HW ADJOINING HABITAT WINDOW
DW ADJOINING DOOR/WINDOW COMBINATION
W ADJOINING WINDOW
NHW NON-HABITAT WINDOW

CEDAR STREET
TITLE BOUNDARY 32.31m 89°31'00"

NOTES:
TOWN PLANNING DRAWINGS ARE TO BE READ AS A WHOLE. NOTES ONLY INCLUDED ON AN INDIVIDUAL PAGE ARE STILL REQUIRED BY THE WHOLE PROPOSAL.
ELECTRICITY COMPANY CONNECTIONS TO THE PROPOSED DWELLING/S ARE TO BE PROVIDED UNDERGROUND.
ALL STORM WATER INFRASTRUCTURE AS REQUIRED BY CONDITIONS OF THE PLANNING PERMIT ARE TO BE LOCATED WITHIN THE DRIVEWAY AND NOT IN THE AREAS SET ASIDE FOR LANDSCAPING.
ALFRESCO/DECK
ANY PROPOSED EXTERNAL LIVING AREAS SUCH AS ALFRESCO OR DECKING FOR EACH DWELLING IS NOT TO BE FULLY ENCLOSED AT ANY TIME. SIDE AND/OR REAR SECTION MUST BE LEFT OPEN TO PRIVATE OPEN SPACE.

GARDEN AREA PLAN
SCALE: 1:100 @A1



SITE AND AREA ANALYSIS

SITE AREA (approx.)	1379m²
SITE COVERAGE	572.87m² 41.54%
PERMEABILITY	825.96m² 59.90%
GARDEN AREA	574.95m² 41.69% > 35% REQ.

FLOOR AREAS:	FLOOR AREAS:
UNIT 1	UNIT 5
GROUND FLOOR 63.59m²	GROUND FLOOR 34.41m²
FIRST FLOOR 42.95m²	FIRST FLOOR 38.22m²
PORCH 3.30m²	PORCH 1.14m²
GARAGE 24.10m²	GARAGE 22.74m²
TERRACE 12.78m²	
TOTAL AREA 146.72m² 15.79sq	TOTAL AREA 96.51m² 10.39sq
UNIT 2	UNIT 6
GROUND FLOOR 36.62m²	GROUND FLOOR 38.87m²
FIRST FLOOR 43.07m²	FIRST FLOOR 42.93m²
PORCH 1.99m²	PORCH 2.10m²
GARAGE 22.68m²	GARAGE 22.10m²
TOTAL AREA 104.36m² 11.23sq	TOTAL AREA 106.00m² 11.41sq
UNIT 3	UNIT 7
GROUND FLOOR 38.87m²	GROUND FLOOR 36.62m²
FIRST FLOOR 42.93m²	FIRST FLOOR 43.07m²
PORCH 2.10m²	PORCH 1.99m²
GARAGE 22.10m²	GARAGE 22.68m²
TOTAL AREA 106.00m² 11.41sq	TOTAL AREA 104.36m² 11.23sq
UNIT 4	UNIT 8
GROUND FLOOR 34.41m²	GROUND FLOOR 63.59m²
FIRST FLOOR 38.22m²	FIRST FLOOR 42.95m²
PORCH 1.14m²	PORCH 3.30m²
GARAGE 22.74m²	GARAGE 24.10m²
TERRACE 12.78m²	
TOTAL AREA 96.51m² 10.39sq	TOTAL AREA 146.72m² 15.79sq

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720009
Application Ref. No.: PLN-42875
Endorsed to show compliance with Condition (s) 2, 3
Sheet 1 of 5 Date: 30/05/2024

IMPORTANT NOTE
NOTE: IT IS THE OWNER/BUILDERS RESPONSIBILITY TO ENSURE THAT THIS ARCHITECTURAL DRAWING IS READ IN CONJUNCTION & CONFORMS WITH ENDORSED PLANNING PERMIT DOCUMENTS AND CONDITIONS.
*DO NOT SCALE THIS DRAWING
*FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE.
BUILDERS TO CONFIRM DIMENSIONS ON SITE PRIOR TO COMMENCEMENT
SITE & FLOOR LEVELS TO BE CONFIRMED ON SITE BY BUILDER PRIOR TO COMMENCEMENT OF ANY WORKS.

REV.	DESCRIPTION	ISSUE BY	DATE
A	DRAWING AMENDMENT	RM	30.05.24

SHEET No. **TP01/WD05**
JOB No. 20246692
DRAWN: RM CHECK: MM
TOWN PLANNING

PROJECT: PROPOSED UNITS DEVELOPMENT
AT: 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074
FOR: Ironsons Homes



P (03) 9467 6954 M 0403 568 160
48 Bail Street, Heidelberg Heights, VIC 3081
info@miskdesign.com.au
miskdesign.com.au

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PLANT AND EQUIPMENT
ALL EXTERNAL PLANT AND EQUIPMENT TO BE POSITIONED TO PREVENT UNREASONABLE NOISE AND VISUAL IMPACT. POSITIONS OF ROOF FIXTURES (SUCH AS SKYLIGHTS, SOLAR PANELS, CONDENSERS, ETC) ARE APPROXIMATE, LOCATIONS TBC WITH BUILDER AND TRUSS MFR.
SERVICE PIPES, FITTINGS AND FIXTURES
EXCLUDING DOWNPIPES TO BE CONCEALED ON EXPOSED ELEVATIONS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY. DOWNPIPES TO BE PAINTED TO MATCH WALL FINISHES WHERE NECESSARY - REFER COLOR SCHEDULE.
VISIBILITY SPLAYS AS PER CLAUSE 52.06-9, WHERE WITHIN THE SUBJECT SITE, STRUCTURES OR VEGETATION WITHIN THESE SPLAYS MUST NOT BE MORE THAN 900mm IN HEIGHT.

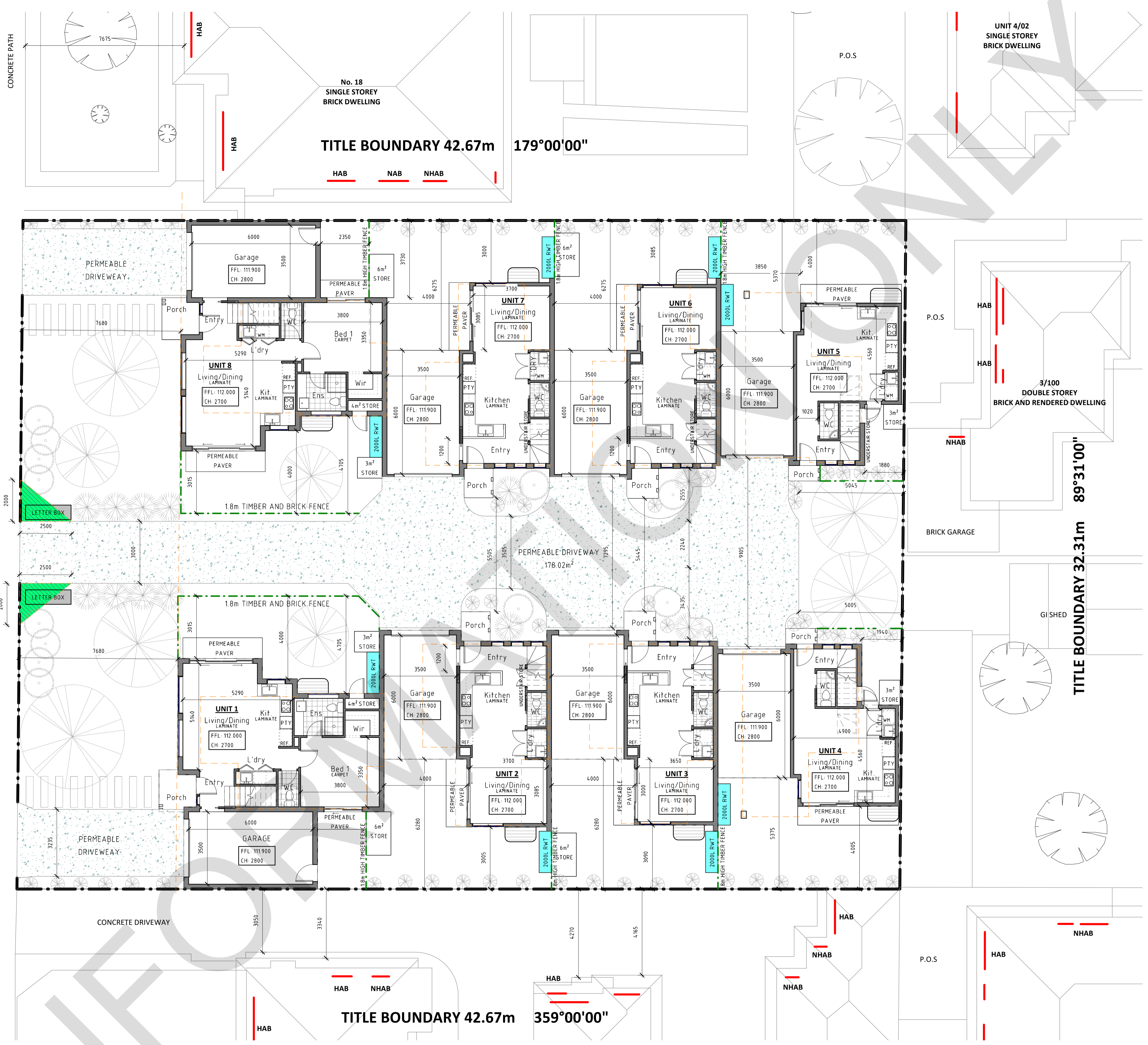
SUSTAINABILITY DESIGN ASSESSMENT WHERE ANY ADDITIONAL INFORMATION IS SUPPLIED WITHIN SDA, WSUD PLANS, STORM/MUSIC REPORT, AND BESS REPORTS, ALL CONSTRUCTION MUST ALSO COMPLY WITH SPECIFICATIONS WITHIN THESE DOCUMENTS.
VEHICLE PARKING AREAS SET ASIDE FOR PARKED VEHICLES AND ACCESS LANES AS SHOWN ON THE ENDORSED PKANS MUST TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY BE:
a. CONSTRUCTED.
b. PROPERLY FORMED TO SUCH LEVELS THAT THEY CAN BE USED IN ACCORDANCE WITH THE PLANS.
c. SURFACED WITH ASPHALT OR CONCRETE UNLESS ANOTHER SURFACE TREATMENT IS APPROVED BY THE RESPONSIBLE AUTHORITY.
d. DRAINED AND MAINTAINED.
e. LINE-MARKED TO INDICATE SUCH CAR SPACE AND ALL ACCESS LANES. PARKING AREAS AND ACCESS LANES MUST BE KEPT AVAILABLE FOR THESE PROPOSES AT ALL TIMES.

GARAGES MUST AT ALL TIMES BE KEPT AVAILABLE FOR PRIMARY PURPOSE OF PARKING MOTOR VEHICLES AND MUST NOT BE USED FOR ANY OTHER PURPOSE.
VEHICLE CROSSOVER
ANY VEHICLE CROSSINGS MUST BE CONSTRUCTED IN THE LOCATION SHOWN ON THE ENDORSED PLAN TO A STANDARD SATISFACTORY TO THE RESPONSIBLE AUTHORITY, THE RELOCATION OF ANY SERVICES INCLUDING ELECTRICITY POLES, DRAINAGE PITS, TELSTRA PITS, FIRE HYDRANTS AND THE LIKE MUST BE AT THE EXPENSE OF THE OWNER AND APPROVED BY THE APPROPRIATE AUTHORITY PRIOR TO UNDERTAKING SUCH WORKS. CONSENT FOR SUCH CROSSING MUST BE OBTAINED THROUGH COUNCIL'S CONTRACTS, PROCUREMENT AND ASSET PROTECTION DEPARTMENT PRIOR TO CONSTRUCTION.

PROPOSED UNITS DEVELOPMENT AT 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074

CEDAR STREET

TITLE BOUNDARY 32.31m 89°31'00"



IMPORTANT NOTE
 NOTE: IT IS THE OWNER/BUILDERS RESPONSIBILITY TO ENSURE THAT THIS ARCHITECTURAL DRAWING IS READ IN CONJUNCTION & CONFORMS WITH ENDORSED PLANNING PERMIT DOCUMENTS AND CONDITIONS.
 *DO NOT SCALE THIS DRAWING
 *FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE.
 BUILDERS TO CONFIRM DIMENSIONS ON SITE PRIOR TO COMMENCEMENT.
 SITE & FLOOR LEVELS TO BE CONFIRMED ON SITE BY BUILDER PRIOR TO COMMENCEMENT OF ANY WORKS.

REV.	DESCRIPTION	ISSUE BY	DATE
A	DRAWING AMENDMENT	RM	30.05.24

SHEET No. **TP02/WD05**
 JOB No. 20246692
 DRAWN: RM CHECK: MM
TOWN PLANNING

PROJECT: PROPOSED UNITS DEVELOPMENT
 AT: 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074
 FOR: Ironsons Homes

misk
 P (03) 9467 6954 M 0403 568 160 - New Homes
 48 Bell Street, Heidelberg Heights, VIC 3081 - Unit Developments
 info@miskdesign.com.au - Extensions
 miskdesign.com.au - Commercial

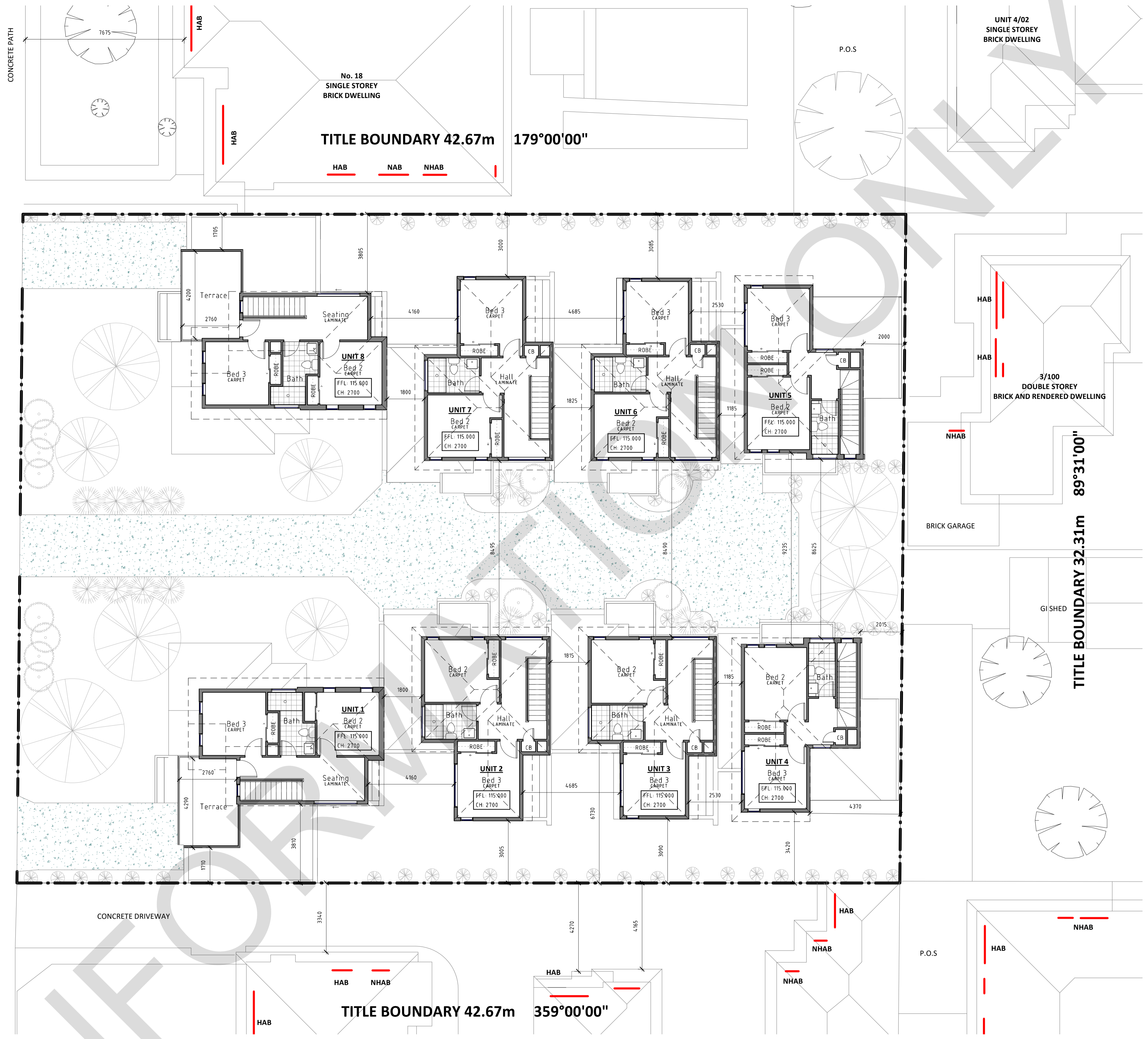
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GROUND FLOOR PLAN
 SCALE: 1:100 @A1

PROPOSED UNITS DEVELOPMENT AT 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074

CEDAR STREET

TITLE BOUNDARY 32.31m 89°31'00"



FIRST FLOOR PLAN
 SCALE: 1:100 @A1

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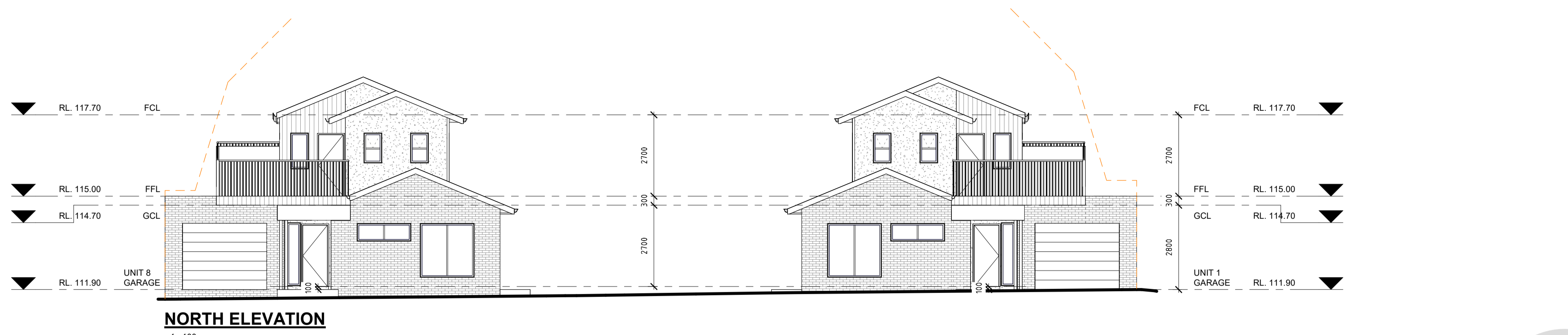
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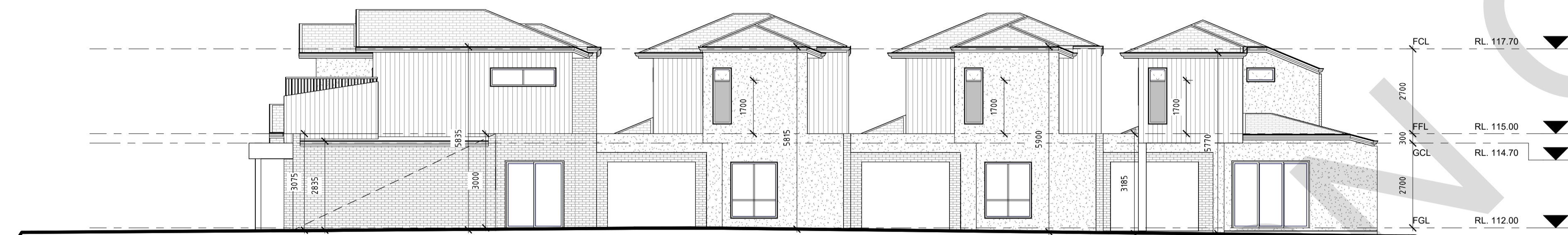
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PROPOSED UNITS DEVELOPMENT AT 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074



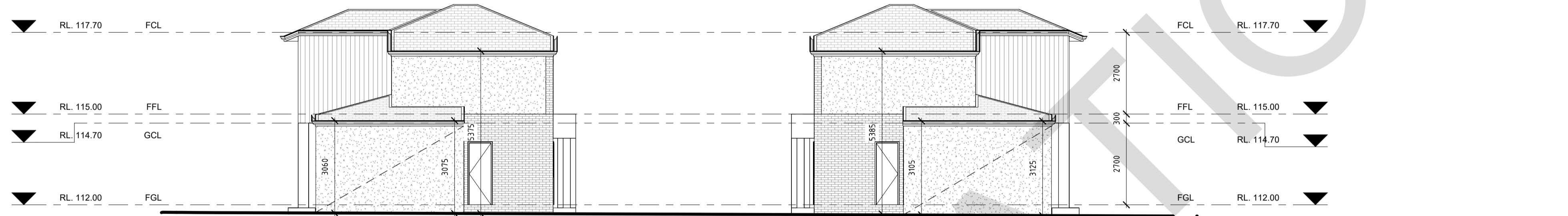
NORTH ELEVATION

1:100



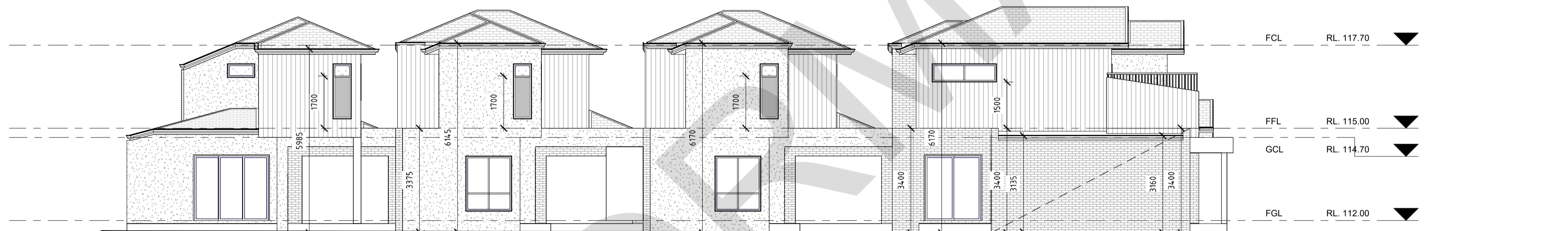
WEST ELEVATION

1:100



SOUTH ELEVATION

1:100



EAST ELEVATION

1:100



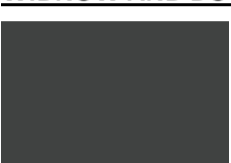
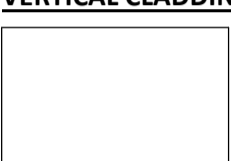








INNER WEST ELEVATION (TYP.)

1:100

ELEVATIONS

SCALE: 1:100 @A1

EXTERNAL COLOR AND MATERIAL SCHEDULE			
BRICK WORK		AUSTRAL BRICKS INDUSTRIAL CHAR	
GUTTER & FASCIA		COLORBOND PAINT MONUMENT	
WIDNOW AND DOOR FRAME		COLORBOND PAINT MONUMENT	
VERTICAL CLADDING WALL		DULUX PAINT WHITE	
GARAGE DOOR		SLIMLINE PAINT SHALE GREY	
CONCRETE ROOF TILES		CONCRETE ROOF PAINT CHARCOAL COLOR	
DOWNPIPES		COLORBOND PAINT MONUMENT	
FRONT DOOR		DULUX PAINT SHALE GREY	
RENDER		DULUX PAINT SHALE GREY	
CONCRETE DRIVEWAY		CONCRETE FLOOR PAINT CHARCOAL COLOR	

PLANNING & ENVIRONMENT ACT 1987
 WHITTLESEA PLANNING SCHEME
 Planning Permit No: 720009
 Application Ref. No.: PLN-42875
 Endorsed to show compliance with Condition (s) 2, 3
 Sheet 4 of 5 Date: 30/05/2024

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TOWN PLANNING

PROJECT: PROPOSED UNITS DEVELOPMENT
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 FOR: Ironsons Homes



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PROPOSED UNITS DEVELOPMENT AT 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074

TREE PROTECTION ZONE NOTES
DEMOLITION AND SITE CLEARING
SITE CLEARING HAS THE POTENTIAL TO CAUSE SIGNIFICANT DAMAGE TO ANY TREES TO BE RETAINED ON SITE OR TREES THAT ARE IN ADJOINING PROPERTIES THROUGH DISTURBANCE TO THE SOIL, CHANGES IN SOIL GRADIENTS, SOIL COMPACTION AND PHYSICAL DESTRUCTION OF TREE ROOTS FROM EXCAVATION AND SCRAPING.
TREE PROTECTION MEASURES (SEE BELOW) NEED TO BE IMPLEMENTED PRIOR TO ANY SITE CLEARING AND DEMOLITION WORKS COMMENCING.
WHERE SITE CLEARING INTRUDES INTO THE TPZ OF TREES TO BE RETAINED AND/OR TREES IN NEIGHBOURING PROPERTIES CARE MUST BE TAKEN TO PREVENT ANY UNNECESSARY DAMAGE TO TREES AND TREE ROOTS.

BASIC TREE PROTECTION REQUIREMENTS
THE FOLLOWING BASIC TREE PROTECTION MEASURES WILL NEED TO BE IMPLEMENTED PRIOR TO ANY WORK COMMENCING ON SITE AND REMAIN IN PLACE FOR THE DURATION OF WORK.

- BEFORE COMMENCING WORK ON SITE, THE CONTRACTOR IS REQUIRED TO MEET WITH THE CONSULTANT ARBORIST TO REVIEW ALL WORK PROCEDURES, ACCESS ROUTES, STORAGE AREAS AND TREE PROTECTION MEASURES.
- TEMPORARY PROTECTIVE FENCING TO A MINIMUM HEIGHT OF 1.8M MUST BE ERRECTED ALONG THE PERIMETER OF THE TPZ (OR MODIFIED TPZ) FOR ANY TREES THAT ARE TO BE RETAINED ON THE SITE. PRIOR TO ANY MACHINERY OR MATERIALS BEING BROUGHT ON SITE AND BEFORE ANY WORKS INCLUDING DEMOLITION COMMENCES.
- ONCE ERRECTED PROTECTIVE FENCING MUST NOT BE REMOVED OR ALTERED WITHOUT APPROVAL FROM THE PROJECT ARBORIST.
- PROTECTIVE FENCING NEEDS TO BE IN ACCORDANCE WITH AS 4687. SIGNS IDENTIFYING THE TPZ SHOULD BE PLACED AROUND THE PROTECTIVE FENCING.
- CONSTRUCTION VEHICLES AND STORAGE AREAS MUST REMAIN OUTSIDE FENCED AREAS ALWAYS.
- IF TREE ROOTS ARE ENCOUNTERED OR DAMAGED DURING CONSTRUCTION THEY NEED TO BE CUT CLEANLY TO SOUND TISSUE WITH SHARP SECATEURS OR A PRUNING SAW.
- SURPLUS CONSTRUCTION MATERIALS (E.G. SOIL, CEMENT, BASE ROCK ETC.) ARE NOT TO BE STORED OR TO REMAIN INSIDE THE TREES' TPZ.
- ADDITIONAL TREE PRUNING REQUIRED DURING CONSTRUCTION MUST BE CARRIED OUT BY AN APPROPRIATELY QUALIFIED CONTRACTOR AND IN ACCORDANCE WITH AUSTRALIAN STANDARDS 4373:2007, PRUNING OF AMENITY TREES AND NOT BY CONSTRUCTION PERSONNEL.
- ALL UNDERGROUND SERVICES INCLUDING DRAINAGE AND IRRIGATION MUST BE ROUTED OUTSIDE OF TREES' TPZS, IF THIS IS NOT POSSIBLE EXCAVATION IS TO BE CARRIED OUT BY TUNNELLING OR BORING BENEATH THE TREE PROTECTION ZONE.
- TREES RETAINED ON SITE ARE TO BE REGULARLY WATERED (MINIMUM WEEKLY) DURING PERIODS OF DRY CONDITIONS WITHIN THE TREE PROTECTION ZONE.
- IF TREES ARE DAMAGED DURING CONSTRUCTION, IT SHOULD BE EVALUATED AS SOON AS POSSIBLE BY THE PROJECT ARBORIST SO THAT APPROPRIATE TREATMENTS CAN BE APPLIED.
- EROSION CONTROL SUCH AS SILT FENCING, DEBRIS BASINS AND WATER DIVISION METHODS SHALL BE INSTALLED TO PREVENT SILTATION AND/OR EROSION WITHIN THE TREE PROTECTION ZONE.
- IF TEMPORARY ACCESS ROADS MUST PASS OVER THE ROOT AREAS (TPZ) OF TREES TO BE RETAINED A ROAD BED OF 150MM OF MULCH OR CRUSHED ROCK SHALL BE CREATED TO PREVENT SOIL COMPACTION WITHIN THE TREE'S ROOT AREA. THE ROAD BED MATERIAL SHALL BE MAINTAINED TO A DEPTH OF 150MM THROUGHOUT CONSTRUCTION.
- ONCE CONSTRUCTION IS COMPLETED ALL FOREIGN (NON-ORGANIC) DEBRIS NEEDS TO BE REMOVED FROM WITHIN THE TREE PROTECTION ZONE.

TREE PROTECTION ZONES (TPZ) AND FENCING

TREE PROTECTION MEASURE ARE TO BE IN ACCORDANCE WITH AUSTRALIAN STANDARD AS 4970 - 2009. PROTECTION OF TREES ON DEVELOPMENT SITES OR AS OTHERWISE APPROVED IN WRITING BY THE RESPONSIBLE AUTHORITY.
TREE PROTECTION FENCING MUST BE CONSTRUCTED OF STAR PICKET AND CHAIN MESH (OR SIMILAR) AND REMAIN IN PLACE UNTIL CONSTRUCTION IF COMPLETE, TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.
THE TREE PROTECTION FENCING MUST BE MAINTAINED AT ALL TIMES AND MAY ONLY BE REMOVED THE MINIMUM AMOUNT NECESSARY FRO APPROVED BUILDINGS AND WORKS TO OCCUR WITH A TPZ. THE MOVEMENT OF THE FENCING TO ALLOW SUCH BUILDINGS AND WORKS SHALL ONLY OCCUR FOR THE PERIOD THAT SUCH BUILDINGS AND WORKS ARE UNDERTAKEN, AFTER WHICH TIME THE FULL EXTENT OF THE FENCING MUST BE REINSTATED. NO VEHICULAR OR PEDESTRIAN ACCESS, TRENCHING OR SOIL EXCAVATION IS TO OCCUR WITHIN A TPZ, SAVE FOR THAT ALLOWED TO COMPLETE THE APPROVED DEVELOPMENT. NO STORAGE OR DUMPING OF TOOLS, EQUIPMENT OR WASTE IS TO OCCUR WITHIN A TPZ. WHERE APPLICABLE TO A TREE ON A NEIGHBOURING LOT, A TPZ ONLY APPLIES WHERE WITHIN THE SUBJECT SITE. ANY PRUNING WORKS MUST BE CARRIED OUT IN ACCORDANCE WITH THE AUSTRALIAN STANDARD AS 4373 - 2007: PRUNING OF AMENITY TREES.

CANOPY TREE MUST BE A MINIMUM 1.5m HIGH AT THE TIME OF PLANTING.

EXISTING TREES DETAILS AS PER ARBORIST REPORT.

SPECIFICATION NOTES
THE CONTRACTOR SHOULD SPECIFY CONSTRUCTION METHODS TO CLIENT. ALL MEASUREMENTS AND HEIGHTS (STEPS) SHOULD BE CHECKED PRIOR TO QUOTATION. ALL STRUCTURES INCLUDING BUT NOT LIMITED TO PAVEMENTS, PERGOLAS, DRIVEWAYS, RETAINING WALLS ETC, SHOULD BE SIGNED OFF BY AN ENGINEER PRIOR TO COMMENCEMENT OF WORKS. CONTRACTOR TO VERIFY LOCATION OF ALL SERVICES, PRIOR TO COMMENCEMENT OF ANY WORKS.

SITE PREPARATION
BUILDING MATERIAL, RUBBISH AND WEEDS TO BE REMOVED FROM PLANTING AREAS PRIOR TO BEGINNING OF LANDSCAPE WORKS.

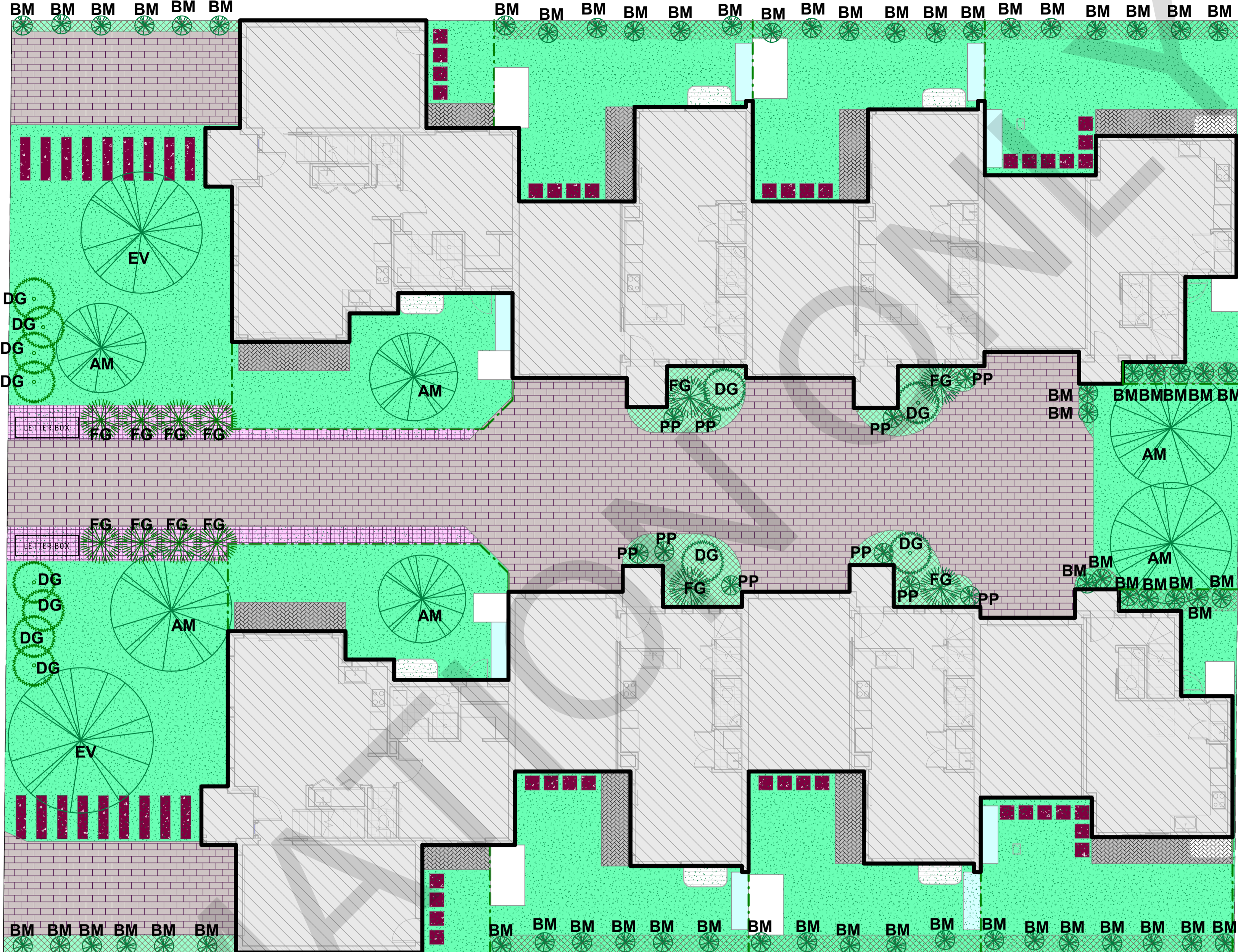
SUB GRADE
GARDEN BEDS ARE TO BE DUG TO A DEPTH OF NO LESS THAN 150MM BELOW FINISHED GROUND LEVELS. SUB GRADE TO BE TESTED TO DETERMINE PH, SALINITY AND GYPSUM REQUIREMENT. GYPSUM TO BE SPREAD AT MANUFACTURERS RECOMMENDED RATE AND CULTIVATED INTO SUB GRADE IF THERE IS A CLAY SUB SURFACE.
BEDS TO BE FILLED WITH 150MM OF PREMIUM COMPOST TO GET THE NEW PLANTS STARTED. LAYER OF SANDY LOAM TO BE ADDED TO ALL LAWN AREAS.
LAWN STARTER TO BE ADDED BEFORE PLANTING OF MUNNS ARID FESCUE LAWN SEED OR INSTANT TURF. SATURATED TO BE SPREAD OVER NEW SOIL TO ASSIST IN WATER PENETRATION, THIS SHOULD BE RE-APPLIED EVERY 3-4 MONTHS.

MULCH
TO BE SPREAD OVER ALL GARDEN BEDS TO A DEPTH OF 75-100MM TO SUPPRESS WEEDS AND RETAIN MOISTURE. CAREFUL POSITIONING OF MULCH IS REQUIRED AROUND THE BASE OF PLANTS TO KEEP MULCH AWAY FROM PLANT STEMS.
MULCH TYPE TO BE A MIXTURE OF COARSE AND FINE PARTICLES OF MINIMUM 60 PERCENT WOOD CHIPS. MULCH TO BE RE-APPLIED EVERY 3 - 6 MONTHS AS REQUIRED.

WATER
SEVERAL TIMES AFTER PLANTING TO ENSURE WATER PENETRATES INTO THE SOIL.
AN IN-GROUND AUTOMATIC DRIP IRRIGATION SYSTEM TO BE INSTALLED TO ALL GARDEN AREAS AND PLANTER BOXES (IF APPLICABLE) IN ACCORDANCE WITH CURRENT LOCAL WATERING REGULATIONS

TIMBER EDGING
TO BE THE FLEXIBLE 10 X 90MM HARDWOOD STRIPS. THE TIMBER TO BE FIXED TO HARDWOOD STAKES SPACED AT A MAXIMUM DISTANCE APART OF 900MM WITH GALVANISED SCREWS. AT NO TIMES DO THE TIMBER EDGING OVERLAP. WHEN JOINING 2 LENGTHS OF TIMBER, USE A 300MM LENGTH AT THE REAR OF THE EDGING TO CONNECT THE 2 LENGTHS.
HARDWOOD STAKES AND CONNECTION PIECES TO BE A MINIMUM OF 20MM BELOW THE TOP OF THE EDGING.

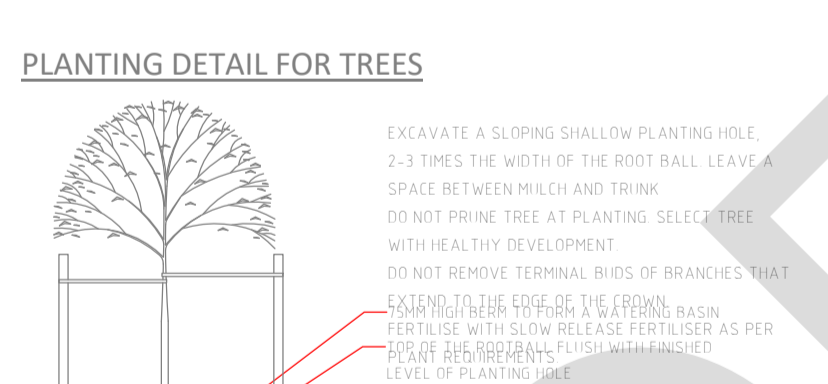
GRAVEL
TO BE A LOCALLY SOURCED GRANITIC SAND OR PEBBLE TO A MINIMUM DEPTH OF 75MM.
TREES
ARE TO BE STAKED WITH TWO (2) 1500MM X 25MM X 25MM HARDWOOD HDD STAKES, DRIVEN 600MM INTO GROUND. TREES TO BE TIED WITH STRAP CANVAS OR SIMILAR (SEE TREE DETAIL). REFER TO ANY ARBORIST'S REPORT FOR DETAILS ON ANY SIGNIFICANT EXISTING TREES



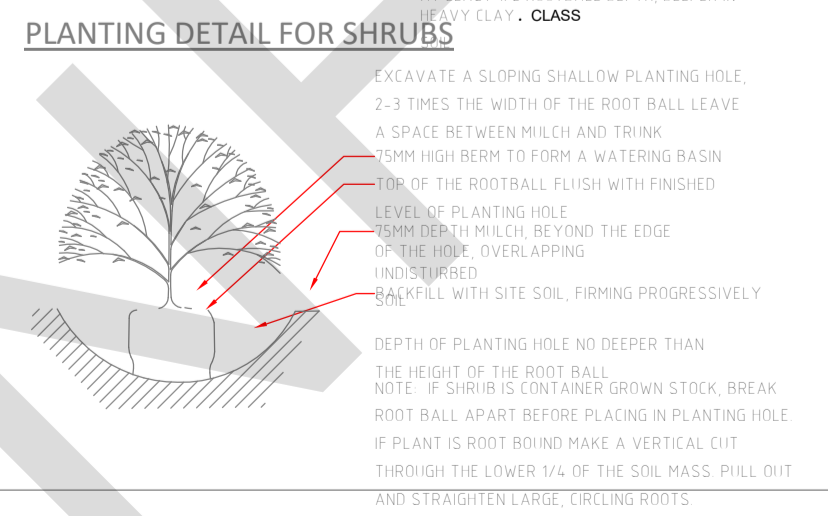
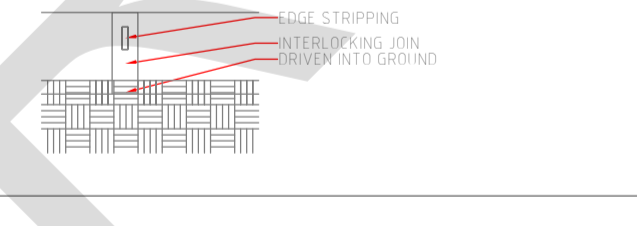
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LEGEND

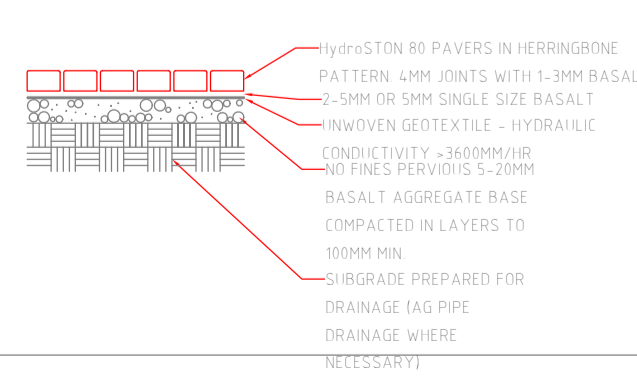
- PROPOSED LAWN/ GARDEN BED
- PROPOSED PERMEABLE DRIVEWAY
- PROPOSED CONCRETE PAVER BOARD
- PROPOSED PEAMEABLE PAVER/SLABS
- PROPOSED FEATURE PEBBLE STONE
- PROPOSED COLORED MULCH WOOD



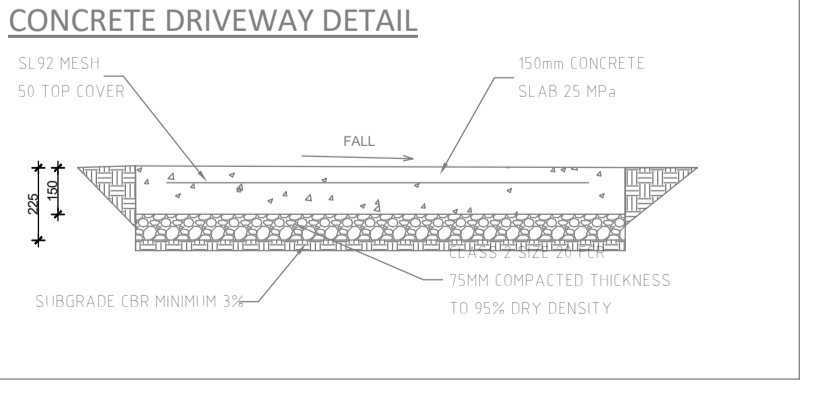
PROVIDE 'WHITES 1180MM GARDEN EDGING STRIP' OR SIMILAR BETWEEN ALL CHANGES IN SURFACES.



HYDROSTONE 80 PREVIOUS DRIVING PAVING DETAIL



PLANTING SCHEDULE						
KEY	BOTANICAL NAME	COMMON NAME	QTY	PLANTING DENSITY	POT SIZE	FINAL SIZE (H x W)
	TURF AND LAWN SUBSTITUTES					
CC	CENCHRUS CLANDESTINUS	EUREKA KIKUYU	497m ²		ROLL TURF	
	GROUNDCOVER, TUSsocks, SHRUBS					
PP	POMADERIS PRUNIFOLIA	PLUM-LEAF POMADERIS	10	1000mm	140mm	3X2.5m
BM	BRACHYCOMBE MULTIFIDA	CUT-LEAFED DAISY	62	600mm	50mm	0.2X0.3m
DG	DIETS GRANDIFLORA	WILD IRIS	11	1000mm	50mm	1X1m
FG	FESTUCA GLAUCA	BLUE FESCUE	12	600mm	50mm	0.2X0.3m
	TREES					
EV	EUCALYPTUS VIMINALIS	MANNA GUM	2		200mm	30X10m
AM	ACACIA MELANOXYLON	BLACKWOOD WATTLE	6		1000mm	12X4m



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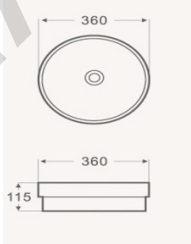

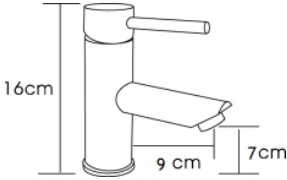
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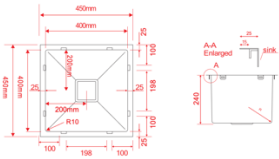



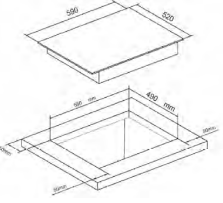

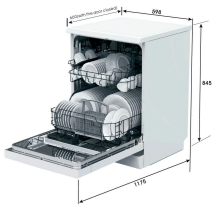
159 OHERNS ROAD
 EPPING.VIC-3076
 P:0434320222, 1300120222
 info@bathandkitchen.com.au

Builder: IRONSONS HOMES
Client's Name: CON
Address: 77-79 CEDAR ST,
THOMASTOWN
Email:
Contact No:
Date: 01/05/24

Employee's name: SUPRIYA

ITEM PICTURE	SPECIFICATION	CODE
		<p>RBK-3134D</p> <p>INSERT IN BASIN NO OVERFLOW</p>
 <p>BL162</p>		<p>BL162</p> <p>MATT BLACK BASIN MIXER</p>

		<p>S001B MATT BLACK SHOWER RAIL</p>
		<p>RBK-2132 BACK TO WALL RIMLESS TOILET SUITE</p>
	<p>600MM</p>	<p>TOWEL RAIL</p>
		<p>ROLL HOLDER</p>
		<p>BVS490 PWD VANITY</p>
		<p>NR2080MB TOWEL RING</p>
		<p>RBK-45 LAUNDRY SINK U.M / TOP MOUNT</p>

		<p>ECT600C4 EURO 600MM CERAMIC COOKTOP</p>
		<p>ED614BK EURO 600MM BLACK DISHWASHER</p>

INFORMATION ONLY

DATED

2025

**CEDAR BOULEVARD PTY LTD ATF CEDAR BOULEVARD PROPERTY TRUST ABN 39 301
632 859**

VENDOR STATEMENT

Property: MASTER SALE OF UNIT

77-79 Cedar Boulevard, Thomastown VIC 3074

**Ref: 3633
Version: 3**

Belvedere|Lawyers.

T: 03 9052 4407

W: belvederelawyers.com.au

E: jacque@belvederelawyers.com.au

A: 143 Lower Plenty Road Rosanna VIC 3084



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	MASTER SALE OF LOT <input type="checkbox"/>
	77-79 Cedar Boulevard, Thomastown VIC 3074

Vendor's name	Cedar Boulevard Pty Ltd atf Cedar Boulevard Property Trust	Date	/ /
Vendor's signature	<hr/>		

Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		

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: \$10,000.00

Lots are not yet rated separately and adjustments of rates and taxes will be made in accordance with Special Conditions B 14 AND 18 of the Contract of Sale.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- Share of outgoings referred to above and any owners corporation fees or levies that may be imposed.
- Any costs, charges or expenses whatsoever incurred by the Vendor arising directly or indirectly out of any failure by the Purchaser to complete the purchase in accordance with the contract including additional interest incurred by the vendor under any financial facility or mortgage (whether registered or unregistered).

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

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):

- Easements affecting the land are as set out in the attached copies of title and plans (if any).
- Covenants affecting the land are as set out in the attached copies of title (if any).
- Other restrictions affecting the land are as attached (if any).

(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 regulations made under 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:

Are contained in the attached certificates and/or statements (if any)

Save as otherwise disclosed herein, the Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

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*.

Owners Corporation has not yet been formed but will be from registration of plan. Attached is a copy of the Statement of Advice to Purchasers and Model Rules for Owners Corporation information required under section 151 of the *Owners Corporation Act 2006* will be provided prior to settlement.

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 checked="" type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" 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.

Applicable- NO PLAN OF SUBDIVISION AVAILABLE AT DATE OF CONTRACT

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 2000m²; (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 14)

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

INFORMATION ONLY

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

Page 1 of 1

VOLUME 08194 FOLIO 940

Security no : 124122735840G
Produced 12/03/2025 09:50 AM

LAND DESCRIPTION

Lot 136 on Plan of Subdivision 013481.
PARENT TITLE Volume 07656 Folio 103
Created by instrument A572283 23/07/1958

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CEDAR BOULEVARD PTY LTD of 10 THE RIDGEWAY IVANHOE VIC 3079
AY081275W 07/06/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY081276U 07/06/2024
PERPETUAL CORPORATE TRUST LTD

COVENANT 2407779

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

DIAGRAM LOCATION

SEE LP013481 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: 79 CEDAR STREET THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 19219M PURCELL PARTNERS
Effective from 07/06/2024

DOCUMENT END

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Document Identification	LP013481
Number of Pages (excluding this cover sheet)	3
Document Assembled	12/03/2025 09:50

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PLAN OF SUBDIVISION OF PART OF CROWN PORTION 26 PARISH OF KEELBUNDORA

LP 13481
EDITION 2
PLAN MAY BE LODGED 7-3-31
2 SHEETS
SHEET 1

COUNTY OF BOURKE

SCALE 100 FEET TO AN INCH
VOL. 6617 FOL. 253

COLOUR CODE

- BL=BLUE
- BR=BROWN
- Y=YELLOW
- II=HATCH
- G=GREEN
- P=PURPLE
- R=RED
- CH=CROSS HATCH



APPROPRIATIONS

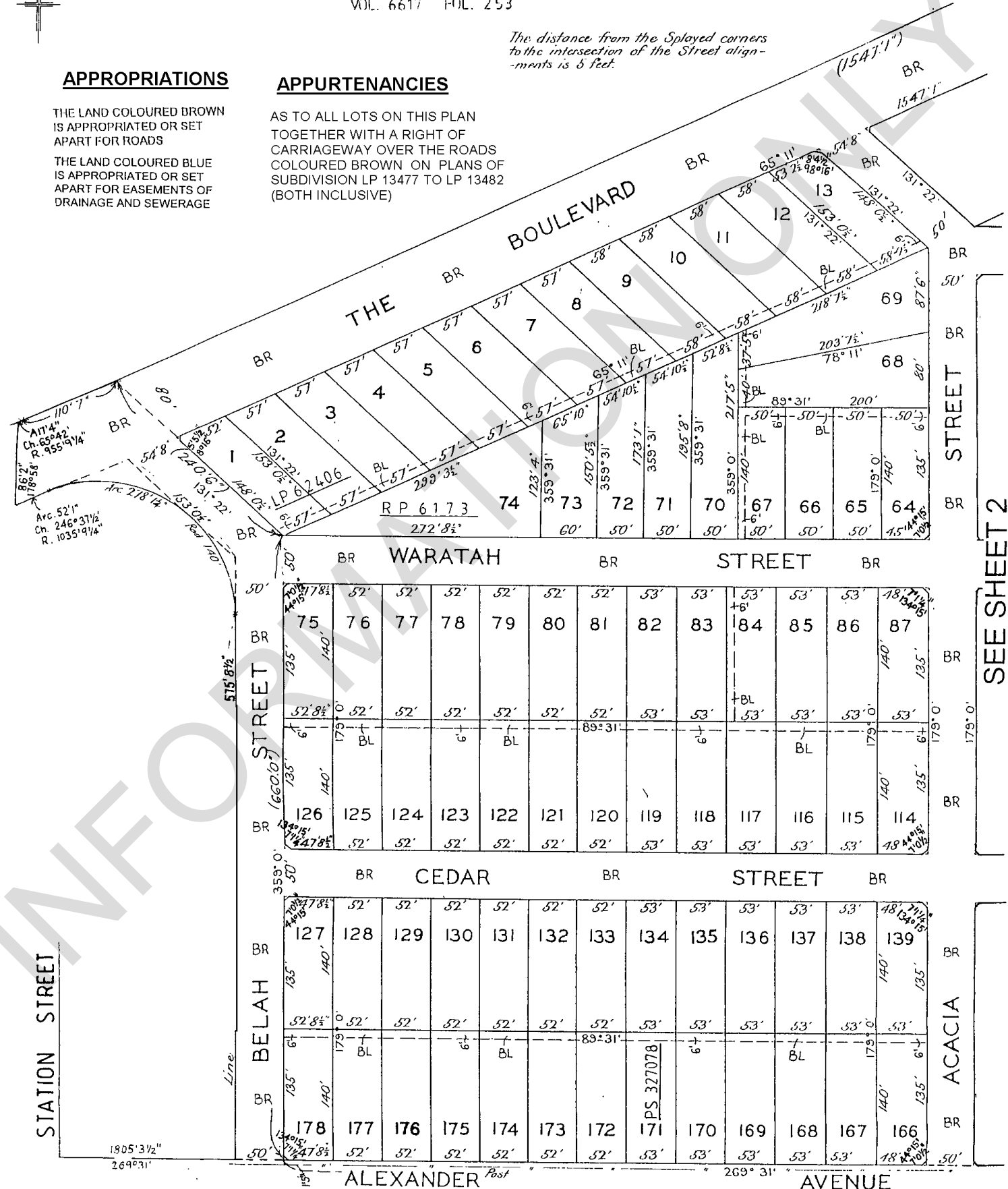
THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS

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

APPURTENANCIAS

AS TO ALL LOTS ON THIS PLAN TOGETHER WITH A RIGHT OF CARRIAGEWAY OVER THE ROADS COLOURED BROWN ON PLANS OF SUBDIVISION LP 13477 TO LP 13482 (BOTH INCLUSIVE)

The distance from the Splayed corners to the intersection of the Street alignments is 5 feet.



STATION STREET

BELAH STREET

WARATAH STREET

STREET

CEDAR STREET

STREET

ALEXANDER AVENUE

AVENUE

SEE SHEET 2

ACACIA

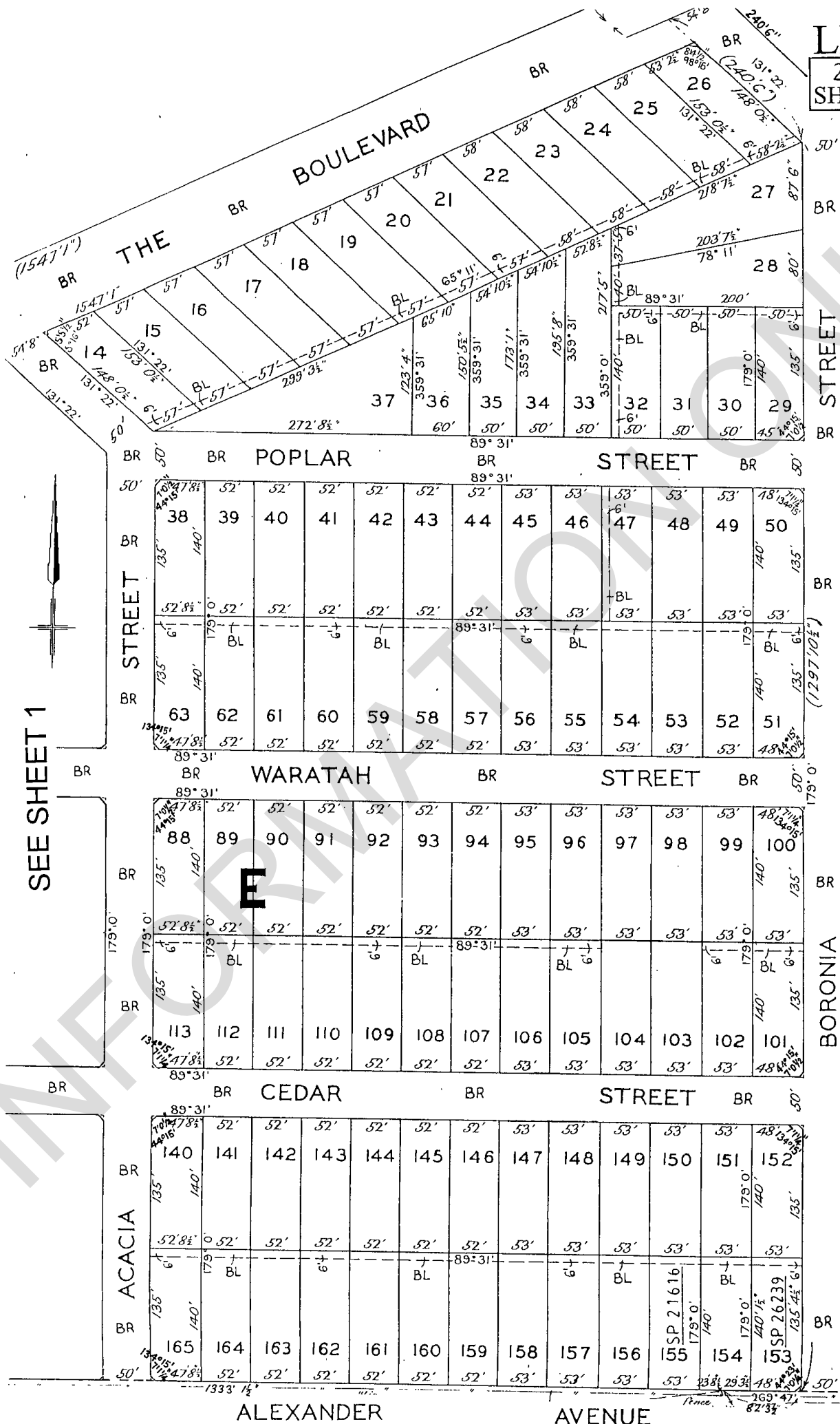
1805'3 1/2"
269°31'

269°31'

1805'3 1/2"
269°31'

LP 13481

2 SHEETS
SHEET 2



SEE SHEET 1

ALEXANDER AVENUE

1102'2" 269'47" 82'31"

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Number of Pages (excluding this cover sheet)	4
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SIGNED by the said HENRY SCOTT the
Elder in Victoria in the presence

H. Scott

of:

*J Williamson
Clerk to Honorable Justice
Solicitor
Melbourne*

SIGNED by the said HENRY SCOTT the
Younger in Victoria in the pre-

H. Scott

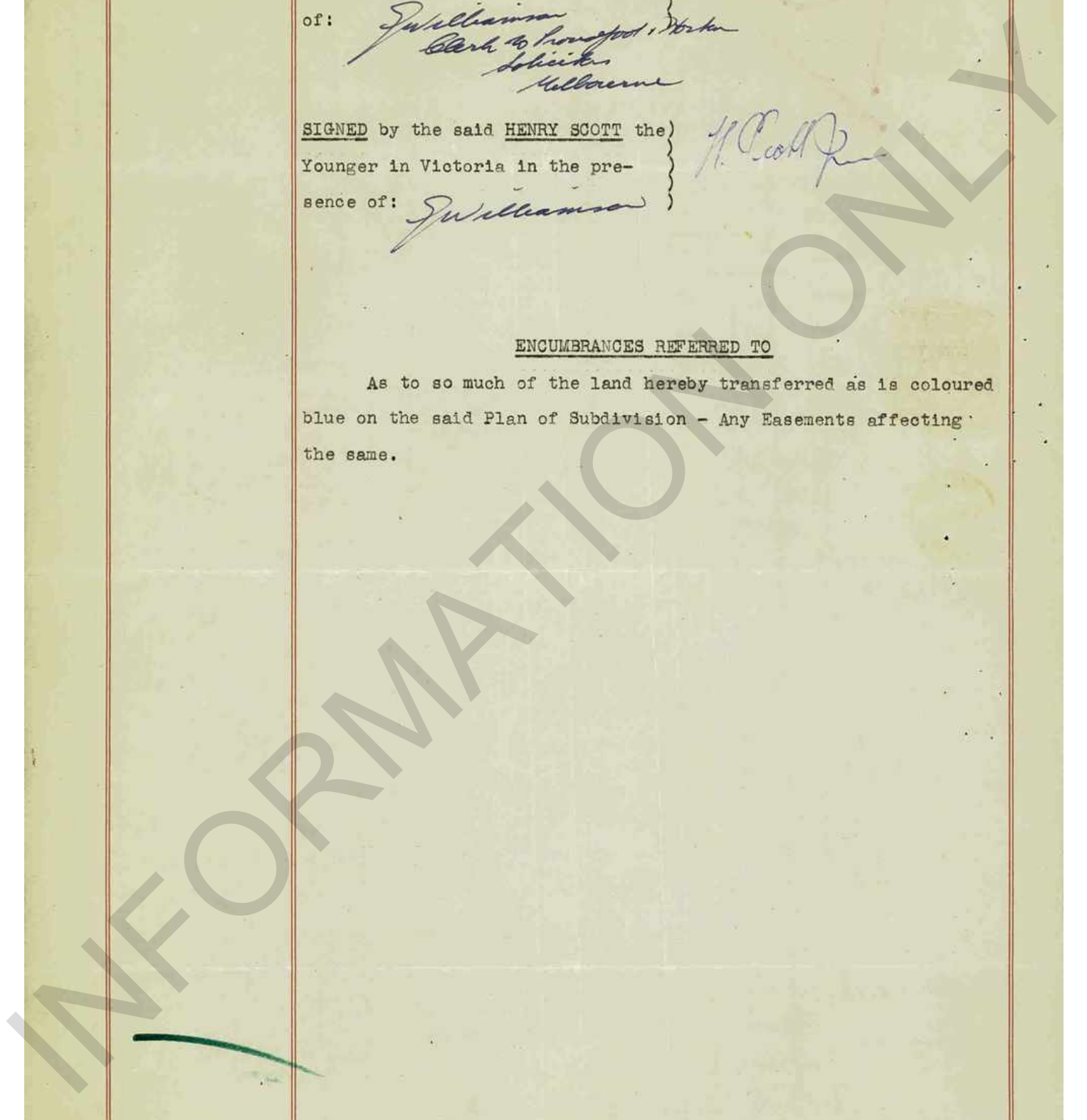
sence of:

J Williamson

ENCUMBRANCES REFERRED TO

As to so much of the land hereby transferred as is coloured
blue on the said Plan of Subdivision - Any Easements affecting
the same.

.....
.....
.....



X

DATED 1951

ATHLONE INVESTMENTS PTY. LTD.

- to -

H. SCOTT SENIOR
H. SCOTT JUNIOR

TRANSFER OF LAND

PROUDFOOT & HORTON
Solicitors
87 Queen Street
MELBOURNE.

I CERTIFY

that a Memorial of the within Instrument No. 2407779
was entered on the 31 May 1951
in the Register Book Vol. 6617 Fol. 253

W Mitchell

Assistant Registrar of Titles

12

INFORMATION ONLY

INFORMATION ONLY

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

Page 1 of 1

VOLUME 08056 FOLIO 929

Security no : 124122736107R
Produced 12/03/2025 09:53 AM

LAND DESCRIPTION

Lot 135 on Plan of Subdivision 013481.
PARENT TITLE Volume 08056 Folio 887
Created by instrument 2489929 02/05/1952

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CEDAR BOULEVARD PTY LTD of 10 THE RIDGEWAY IVANHOE VIC 3079
AY081279N 07/06/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY081280E 07/06/2024
PERPETUAL CORPORATE TRUST LTD

COVENANT 2448748

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

DIAGRAM LOCATION

SEE LP013481 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: 77 CEDAR STREET THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 19219M PURCELL PARTNERS
Effective from 07/06/2024

DOCUMENT END

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Document Identification	2448748
Number of Pages (excluding this cover sheet)	6
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5140810

PROUDFOOT & HORTON

2448748

FRESHOLD

VICTORIA

TRANSFER OF LAND

ATHLONE INVESTMENTS PROPRIETARY LIMITED (formerly MOONEE VALLEY PROPRIETARY LIMITED) of 482 Bourke Street Melbourne being registered as the proprietor of an estate in fee simple in the land

hereinafter described subject to the encumbrances notified hereunder

IN CONSIDERATION of the sum of TWENTY THREE THOUSAND ONE HUNDRED AND FIFTY POUNDS paid to it by HENRY SCOTT the Elder Investor and HENRY

SCOTT the Younger Secretary both of 229 Collins Street Melbourne

DOTH HEREBY TRANSFER to the said Henry Scott the Elder and the

said Henry Scott the Younger as joint tenants ALL its estate

and interest in ALL THOSE pieces of land being Lots 1 to 130

(both inclusive) on Plan of Subdivision No. 13477 lodged in the

Office of Titles | Lots 1 to 133 (both inclusive) on Plan of

Subdivision No. 13478 lodged in the Office of Titles | Lots 1 to

177 (both inclusive) on Plan of Subdivision No. 13479 lodged in

the Office of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,

13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28,

30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46,

47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64,

65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81,

82, 83, 84, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98,

100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112,

113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125,

126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138,

139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151,

152 and 153 on Plan of Subdivision No. 13480 lodged in the Office

of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16,

17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35,

36, 37, 38, 39, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55,

56, 57, 58, 59, 60, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74,

75, 76, 77, 78, 79, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92,

93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107,

108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120,

121, 124, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137,

138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150,

151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163,



164, 165, 166, 167, 168, 169, 170, 172, 173, 174, 175, and 176 on Plan of Subdivision No. 13481 lodged in the Office of Titles and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 116 on Plan of Subdivision No. 13482 lodged in the Office of Titles being parts of Crown Portion 26 Parish of Keelbundora County of Bourke and being parts of the land more particularly described in Certificate of Title Volume 6617 Folio 1323253 AND the said Henry Scott the Elder and Henry Scott the Younger DO HEREBY for themselves their executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof COVENANT with the said Athlone Investments Proprietary Limited its successors and transferees the registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he she or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from any part of the land hereby transferred any earth clay stone gravel or soil except for the purpose of laying the foundations of any buildings to be erected thereon or use or allow the said land to be used for the manufacture or winning of bricks tiles or pottery-ware AND it is requested that this covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED this 15th day of October One thousand nine hundred and fifty-one.

THE COMMON SEAL of ATHLONE INVESTMENTS PROPRIETARY LIMITED was hereto affixed by authority of the Directors in the presence of :-
 Director
 Director
 Secretary



2448748

2448748

SIGNED by the said HENRY SCOTT
the Elder in Victoria in the
presence of :-

*William
Clerk to Sheriff & Justice
Solicitor Melbourne*

SIGNED by the said HENRY SCOTT
the Younger in Victoria in the
presence of :-

William

ENCUMBRANCES REFERRED TO :

As to so much of the land hereby transferred as is colored blue on the said Plans of Subdivision - Any easements affecting the same. As to so much of the land hereby transferred as is colored blue and green respectively on the said Certificate of Title - The easements to the State Electricity Commission of Victoria created by Instruments Nos. 1309350 and 1210118 respectively in the Register Book.

INFORMATION

X

DATED

ATHLONE INVESTMENTS PTY. LTD.

- to -

M^r. H. SCOTT & ANOR.

TRANSFER OF LAND

PROUDFOOT & HORTON,
Solicitors
87 Queen Street,
MELBOURNE.

I CERTIFY

that a Memorial of the within Instrument No. 2448748
was entered on the 19 OCT 1951
in the Register Book Vol. 6617 Fol. 253

S. Kennedy

Assistant Registrar of Titles

12

PLAN OF SUBDIVISION

77/682

No.

Prepared on Linen
Drawing Paper

Tracing

Field Notes

Solicitor

GRAY & GRAY

Lodged for Examination

Surveyor

Date of Plan

Fees

Checked

Certificate of Title Volume

2077
3600

Folio

573
856

Noted on C/T

Charted

Chandragiri 130 922 LP 1261

J.H 14-5-57

Date of Consent of Council

11-2-57

Complies with Section 568

Consent of Council. *[Signature]*

Plan *77/682* has been

attached to Search Paper

Transfer R. I. No. A376317

MAY 1957

Consent of S.R.W.S. Commission

Lot Numbers may be accepted

Heading verified

Common Ownership verified

Street Names verified

R.M's. Placed

R.M's. P.M's. picked up

Plan Examined

Areas correct

Accords with Field Notes

Computing Book No.

Page

File in bag

INFORMATION ONLY

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Document Identification	LP013481
Number of Pages (excluding this cover sheet)	3
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PLAN OF SUBDIVISION OF PART OF CROWN PORTION 26 PARISH OF KEELBUNDORA

LP 13481
EDITION 2
PLAN MAY BE LODGED 7-3-31
2 SHEETS
SHEET 1

COUNTY OF BOURKE

SCALE 100 FEET TO AN INCH
VOL. 6617 FOL. 253

COLOUR CODE

- BL=BLUE
- BR=BROWN
- Y=YELLOW
- II=HATCH
- G=GREEN
- P=PURPLE
- R=RED
- CH=CROSS HATCH

The distance from the Splayed corners to the intersection of the Street alignments is 5 feet.

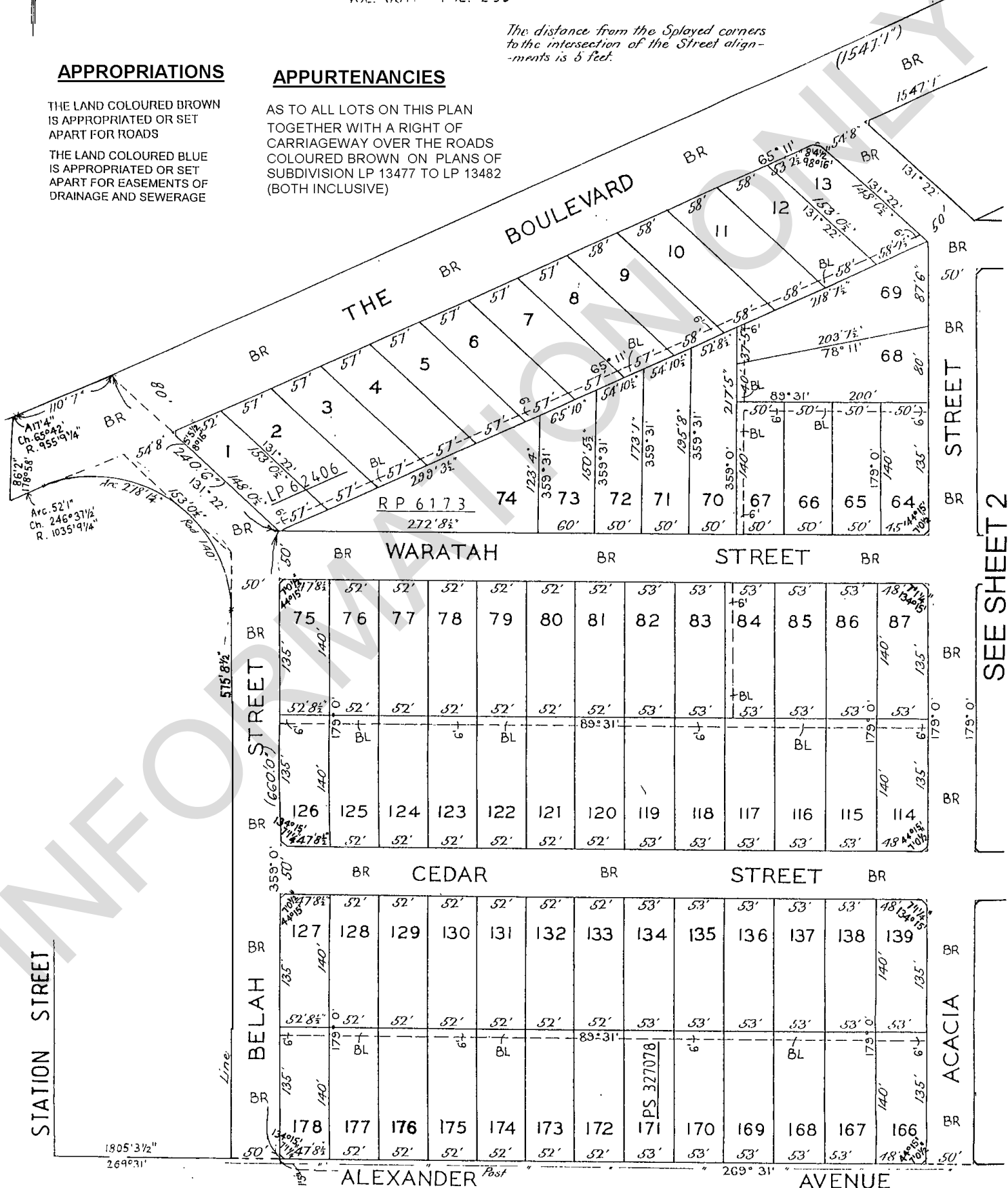
APPROPRIATIONS

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS

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

APPURTENANCIAS

AS TO ALL LOTS ON THIS PLAN TOGETHER WITH A RIGHT OF CARRIAGEWAY OVER THE ROADS COLOURED BROWN ON PLANS OF SUBDIVISION LP 13477 TO LP 13482 (BOTH INCLUSIVE)

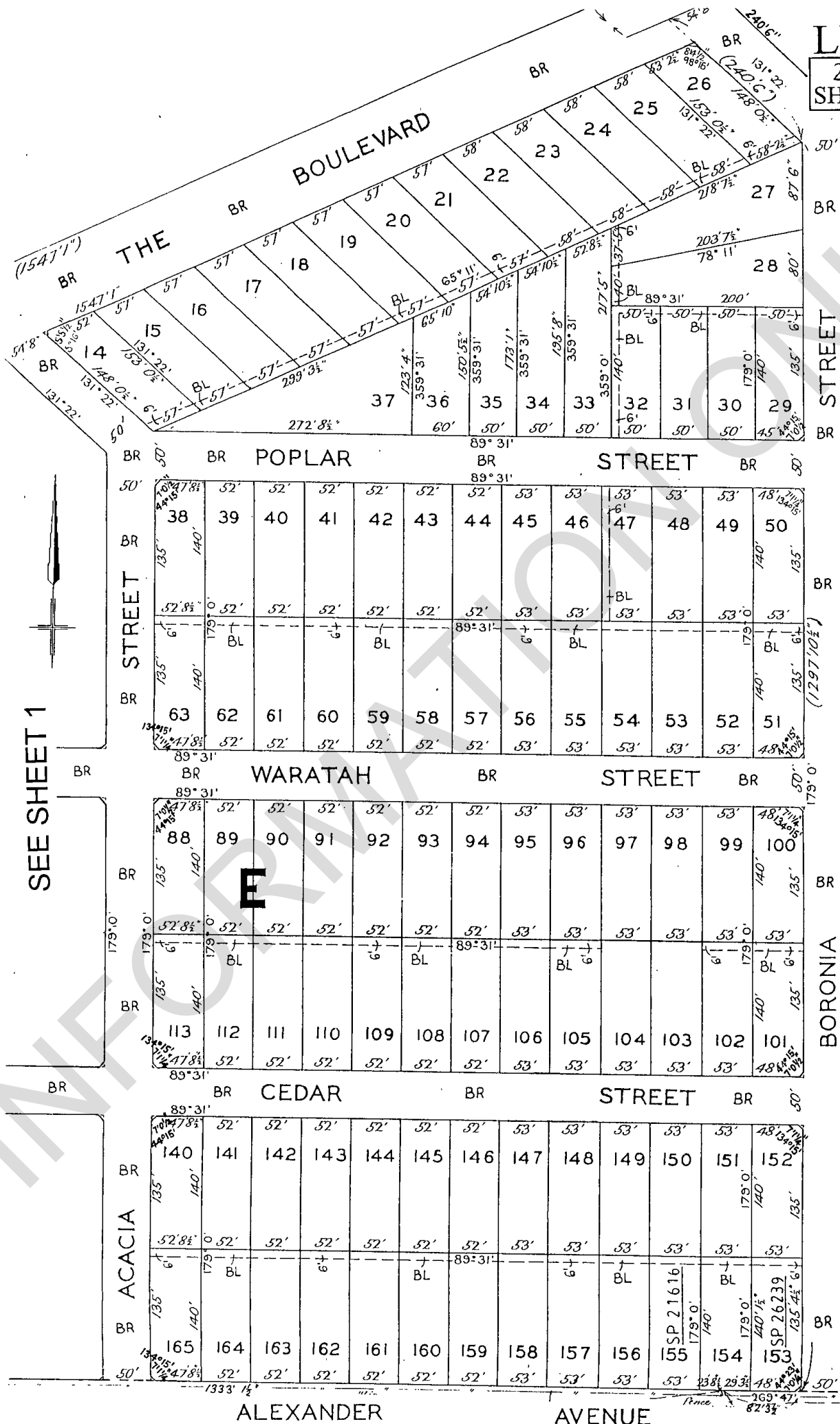


SEE SHEET 2

INFO

LP 13481

2 SHEETS
SHEET 2



SEE SHEET 1

ALEXANDER AVENUE

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Belvedere Lawyers C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 573121

NO PROPOSALS. As at the 12th March 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

77 CEDAR STREET, THOMASTOWN 3074
CITY OF WHITTLESEA

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

Date of issue: 12th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76126879 - 76126879095114 '573121'

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Belvedere Lawyers C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 573121

NO PROPOSALS. As at the 12th March 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

79 CEDAR STREET, THOMASTOWN 3074
CITY OF WHITTLESEA

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

Date of issue: 12th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76126825 - 76126825094855 '573121'

Property Clearance Certificate

Land Tax



INFOTRACK / BELVEDERE LAWYERS

Your Reference:	3633
Certificate No:	86600725
Issue Date:	13 MAR 2025
Enquiries:	DXS17

Land Address: 79 CEDAR STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13757820	136	13481	8194	940	\$4,400.25

Vendor: CEDAR BOULEVARD PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
CEDAR BOULEVARD PROPERTY TRUS	2025	\$525,000	\$4,400.25	\$0.00	\$4,400.25


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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$675,000
SITE VALUE (SV):	\$525,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$4,400.25

Notes to Certificate - Land Tax

Certificate No: 86600725

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,025.00

Taxable Value = \$525,000

Calculated as \$1,350 plus (\$525,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,750.00

Taxable Value = \$675,000

Calculated as \$675,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 86600725

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 86600725

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / BELVEDERE LAWYERS

Your Reference:	3633
Certificate No:	86600725
Issue Date:	13 MAR 2025
Enquires:	DXS17

Land Address: 79 CEDAR STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13757820	136	13481	8194	940	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$675,000
SITE VALUE:	\$525,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 86600725

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / BELVEDERE LAWYERS

Your Reference:	3633
Certificate No:	86600725
Issue Date:	13 MAR 2025

Land Address: 79 CEDAR STREET THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
136	13481	8194	940

Vendor: CEDAR BOULEVARD PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 86600725

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 86600723

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 86600723

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Property Clearance Certificate

Land Tax



INFOTRACK / BELVEDERE LAWYERS

Your Reference:	3633
Certificate No:	86564660
Issue Date:	12 MAR 2025
Enquiries:	ESYSPROD

Land Address: 77 CEDAR STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13757812	135	13481	8056	929	\$4,400.25

Vendor: CEDAR BOULEVARD PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
CEDAR BOULEVARD PROPERTY TRUS	2025	\$525,000	\$4,400.25	\$0.00	\$4,400.25


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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$675,000
SITE VALUE (SV):	\$525,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$4,400.25

Notes to Certificate - Land Tax

Certificate No: 86564660

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,025.00

Taxable Value = \$525,000

Calculated as \$1,350 plus (\$525,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,750.00

Taxable Value = \$675,000

Calculated as \$675,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 86564660

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 86564660

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / BELVEDERE LAWYERS

Your Reference:	3633
Certificate No:	86564660
Issue Date:	12 MAR 2025
Enquires:	ESYSPROD

Land Address: 77 CEDAR STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13757812	135	13481	8056	929	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$675,000
SITE VALUE:	\$525,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 86564660

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / BELVEDERE LAWYERS

Your Reference:	3633
Certificate No:	86564660
Issue Date:	12 MAR 2025

Land Address: 77 CEDAR STREET THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
135	13481	8056	929

Vendor: CEDAR BOULEVARD PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

INFORMATION ONLY

Notes to Certificate - Windfall Gains Tax

Certificate No: 86564660

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 86564663

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 86564663

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Date of issue 12/03/2025	Assessment No. 109660	Certificate No. 169854	Your reference 76126825-015-5
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 79 Cedar Street THOMASTOWN 3074

Description: LOT: 136 LP: 13481

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$675,000	\$525,000	\$33,750

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,580.71
Food/Green waste bin charge levied on 01/07/2024	\$210.30
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$58.73
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 12/03/2025	\$41.37
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<i>Balance of rates & charges due:</i>	\$2,243.01

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$2,243.01
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

  **131 450**

2. Outstanding or potential liability / sub-divisional requirement:

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

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 109660



Phone 1300 301 185
Ref 109660



Billers Code 5157
Ref 109660

Date of issue 12/03/2025	Assessment No. 109652	Certificate No. 169856	Your reference 76126879-015-6
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Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 77 Cedar Street THOMASTOWN 3074

Description: LOT: 135 LP: 13481

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$675,000	\$525,000	\$33,750

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,580.71
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$58.73
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 12/03/2025	\$39.36
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$2,135.85

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$2,135.85
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 109652



Phone 1300 301 185
Ref 109652



Billers Code 5157
Ref 109652

12th March 2025

Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA
LANDATA

Dear Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA,

RE: Application for Water Information Statement

Property Address:	77 CEDAR STREET THOMASTOWN 3074
Applicant	Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA LANDATA
Information Statement	30924688
Conveyancing Account Number	7959580000
Your Reference	573121

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	77 CEDAR STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

There is a backflow prevention device for containment purposes installed on the property which will require annual testing and maintenance by the owner. The selection and installation of the device shall at all times be in accordance with the Plumbing Standards Regulations 1998 (Victoria) and AS/NZS 3500:1.

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection opening.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

watercourse.

INFORMATION ONLY

Melbourne Water Property Information Statement

Property Address	77 CEDAR STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

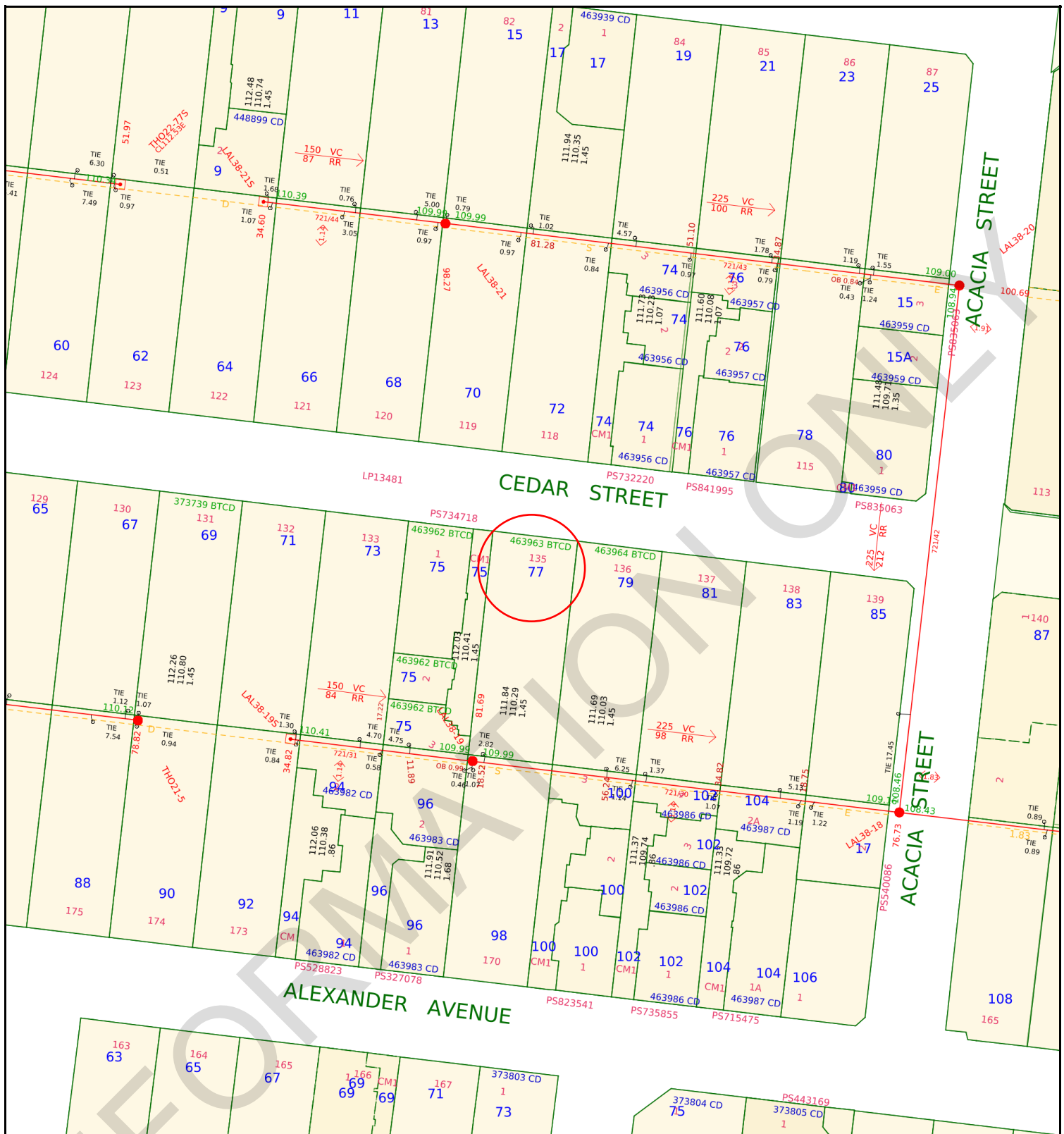
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30924688**

Address	77 CEDAR STREET THOMASTOWN 3074
Date	12/03/2025
Scale	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

9th September 2024

Application ID: 643793

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Connection Details

Product	Pipe Material	Pipe Size	Qty	Street where main located
40mm Connection - Drinking Water	UPVC-THICK WALLED P	100	1	Cedar Street

Required Services

Product	Qty
40mm Connection - Drinking Water	1
40mm Meter Purchase - Drinking Water	1
Standard Plugging Small	2
Std 20mm DW Meter & Installation (incl meter w/lock)	8

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	463963

Multiple Lots

Number of Lots	8
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Specific conditions affecting encumbrances on property:

Private Main
Backflow Prevention

INFORMATION ONLY

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

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

- Plumbing Regulations 2018 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

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

Driveways and paving are permitted over Yarra Valley Water sewer assets, provided they maintain a minimum vertical cover of 900 millimetres and a maximum thickness of 125 millimetres. In the event that access to sewer assets is required, Yarra Valley Water will perform reinstatement using plain concrete only.

Any proposed stormwater pipe must have a minimum 300 millimetre horizontal clearance and a minimum 150 millimetre vertical clearance from any sewer main or branch servicing the property, servicing an adjoining property or multiple property branches. The stormwater pipes must have

minimum 1 metre horizontal clearance from the centreline of the sewer main for any maintenance structure. Drainage pits require a minimum 1.5 metres clearance from the centreline of the sewer main for any maintenance structure. Sewers must always cross pipelines as close to 90° as practicable, but not less than 45°.

WATER

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

The existing service is to be disconnected and the main plugged. The meter must be returned to Yarra Valley Water. Please make sure the meter is available for our contractor to collect at the time of disconnection. If the meter is not available for collection, the tapping may be cancelled and a rebooking fee will apply. Please note: if the plugging is for a new estate connection that has not been metered yet, there is no requirement to return the meter(s).

Water supply(s) services that are to be removed are listed in the Conditions of Connection. In a mandated recycled water area the recycled water service(s) must also be removed and are referenced in the same table.

All water provided to the property must be metered. This development must have a main meter with individual meters for each dwelling/lot to be taken from this supply. If you are installing shared facilities within the development such as a swimming pool or a communal laundry, then a separate meter must also be installed at that facility.

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

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's meter installation contractor on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Yarra Valley Water's meter installation contractor.

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

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

hours fee will apply.

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

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

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

Yarra Valley Water's meter installation contractor can be contacted on 1300 735 328

The plumber is required to tag all risers (meters) and the corresponding unit with the relevant unit number in order to allow tap audits to be carried out by Yarra Valley Water's contractor.

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Water's meter installation contractor on 1300 735 328 to schedule a date and time. Prior to our meter installation contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's meter installation contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

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

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds

- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

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

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

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

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

REMOVAL OF WATER METERS

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

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

DAMAGED OR STOLEN METERS

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

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

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

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

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be

found at www.yvw.com.au/help-advice/develop-build/plumbers/water-metering-and-servicing

The installation of pumps on any water service to boost pressure or fill storage tanks directly from a water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

Backflow Prevention

A Backflow Prevention Device (BPD) for containment protection must be provided on the water supply connection to: all industrial/commercial properties regardless of the proposed water service size; all residential properties serviced by a 32mm or larger supply; any premises that require containment protection, must have a Reduced Pressure Zone Device (RPZD) fitted at the time of connection.

The Owner must comply with all relevant laws and Australian Standards, including:

- Water Act 1989
- Plumbing Standards Regulations 1998 (Vic)
- AS/NZ 3500.1.2003 –Plumbing and drainage – Water services;
- AS 2845 – Water Supply – Mechanical Backflow Prevention devices.
- The Owner must not use any fire service installed at the Property for any purpose other than fighting fire.

The Owner must ensure that any BPD installed at the property boundary complies with, and is marked as complying with AS 2845.

The Owner must ensure that any BPD is installed by a person licensed to install and commission BPD's. The BPD must be installed at or near the Property's boundary; in a place which is easily accessible and which will prevent water in the BPD from freezing; in accordance with the manufacturer's instructions; and is commissioned by a licensed person when installed.

Where appropriate the owner must ensure that any BPD which is being installed is tested at least once in every year by a person accredited to test BPD's. Testing must be in accordance with the manufacturer's instructions and AS 2845.

The Owner must ensure that a report on commissioning the BPD and the results of each annual test are promptly sent to: Backflow Prevention Officer, Yarra Valley Water Corporation, Private Bag 1, Mitcham 3132 or e-mail backflow@yvw.com.au The Owner must also keep a record of the date and details of any maintenance work and each annual test and make that record available for inspection at the request of a representative of YVW.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the

connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Properties being developed that are serviced by a combined drain shared with adjoining properties will require sewer works. Yarra Valley Water's development policy does not permit additional lots to connect to an existing combined drain. The developer must provide separate sewer connection points. This may require either the construction of new sewer connections or a sewer extension which will be at the developer's expense.

If this combined drain development requirement is not met a statement of compliance will not be issued to Council.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

The existing sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the existing sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

INFORMATION ONLY

CONDITIONS OF CONSENT

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT

This development must comply with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. If your plans of the proposed works do not comply with these conditions you must either amend your planned development to comply with these conditions or else undertake works to relocate or protect Yarra Valley Water assets in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. Note for subdivisional developments where corrective action is required and has not been undertaken a statement of compliance will not be issued to Council.

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at www.esc.vic.gov.au.

The New Customer Contribution fees remain valid for 90 days from the date of this letter and are based on the information provided in your application. Further fees may be imposed if it is found that this development involves works other than declared on your application. If there are changes to the details supplied or if the approval period expires, revised conditions of connection and additional fees will be applicable. If this occurs it will be necessary to resubmit a new application.

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

SUBDIVISIONAL CONDITIONS

We advise that should this development proceed to subdivision the plan of subdivision must include an Owners Corporation schedule. Should an Owners Corporation schedule not form part of the plan of subdivision, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

Water and sewerage services are required to be extended to each individual lot within the development. The extended sewerage property service drain must adequately control all lots via gravity.

Easements must be created over any existing or proposed Yarra Valley Water assets. Your

surveyor will need to ensure that these easements are included on any plan of subdivision.

An encumbrance will be placed on lots in this subdivision advising prospective purchasers that the properties are serviced by shared sewer and/or water connections.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.

INFORMATION ONLY

9th September 2024

Application ID: 648672

CONDITIONS OF CONNECTION

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

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	463963

Service Request Number: 8561524

Multiple Lots

Number of Lots	1
----------------	---

Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

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

- Plumbing Regulations 2018 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

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

Driveways and paving are permitted over Yarra Valley Water sewer assets, provided they maintain a minimum vertical cover of 900 millimetres and a maximum thickness of 125 millimetres. In the event that access to sewer assets is required, Yarra Valley Water will perform reinstatement using plain concrete only.

Any proposed stormwater pipe must have a minimum 300 millimetre horizontal clearance and a minimum 150 millimetre vertical clearance from any sewer main or branch servicing the property, servicing an adjoining property or multiple property branches. The stormwater pipes must have

minimum 1 metre horizontal clearance from the centreline of the sewer main for any maintenance structure. Drainage pits require a minimum 1.5 metres clearance from the centreline of the sewer main for any maintenance structure. Sewers must always cross pipelines as close to 90° as practicable, but not less than 45°.

SEWER

The new sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the new sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

A new sewer branch or minor sewer works is required for this development. The sewer branch or minor sewer works must be undertaken by one of Yarra Valley Water's accredited live sewer contractors (see attached list).

The accredited live sewer contractor will need to submit a pre-construction verification form on the Works Portal at least 3 days prior to any work commencing on Yarra Valley Water's sewer assets.

Where work is required in adjoining properties the applicant must:

1. Give reasonable notice and negotiate access with the respective owners well before any work commences & provide written confirmation to the live sewer contractor verifying access is granted, and
2. Restore the property to its former condition in the area where work was performed.

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

For the construction of a new sewer branch from an existing sewer main please ensure your selected location for the new sewer branch is able to adequately control the entire site via gravity. If the new sewer branch is unable to service the development via gravity connection additional fees and works will apply.

AMENDMENTS

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

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

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

- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5189770505
Rate Certificate No: 30924688

Date of Issue: 12/03/2025
Your Ref: 573121

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
77 CEDAR ST, THOMASTOWN VIC 3074	135\LP13481	1222895	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Water and Sewer Usage Charge <i>Step 1 – 41.360000kL x \$3.43420000 = \$142.04</i> <i>Step 2 – 8.640000kL x \$4.50590000 = \$38.93</i> Estimated Average Daily Usage \$1.93	28-10-2024 to 30-01-2025	\$180.97	\$180.97
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$506.42
	Total for This Property		\$876.30

Usage charges have been estimated for 6 months or more.

This will cause incorrect settlement adjustments. We need a current meter reading from your client urgently to accurately update this document. Please ask them to contact us on 1800 305 066.



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 1222895

Address: 77 CEDAR ST, THOMASTOWN VIC 3074

Water Information Statement Number: 30924688

HOW TO PAY



Biller Code: 314567
Ref: 51897705055

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

12th March 2025

Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA
LANDATA

Dear Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA,

RE: Application for Water Information Statement

Property Address:	79 CEDAR STREET THOMASTOWN 3074
Applicant	Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA LANDATA
Information Statement	30924686
Conveyancing Account Number	7959580000
Your Reference	573121

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	79 CEDAR STREET THOMASTOWN 3074
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

There is a backflow prevention device for containment purposes installed on the property which will require annual testing and maintenance by the owner. The selection and installation of the device shall at all times be in accordance with the Plumbing Standards Regulations 1998 (Victoria) and AS/NZS 3500:1.

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection opening.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

watercourse.

INFORMATION ONLY

Melbourne Water Property Information Statement

Property Address	79 CEDAR STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

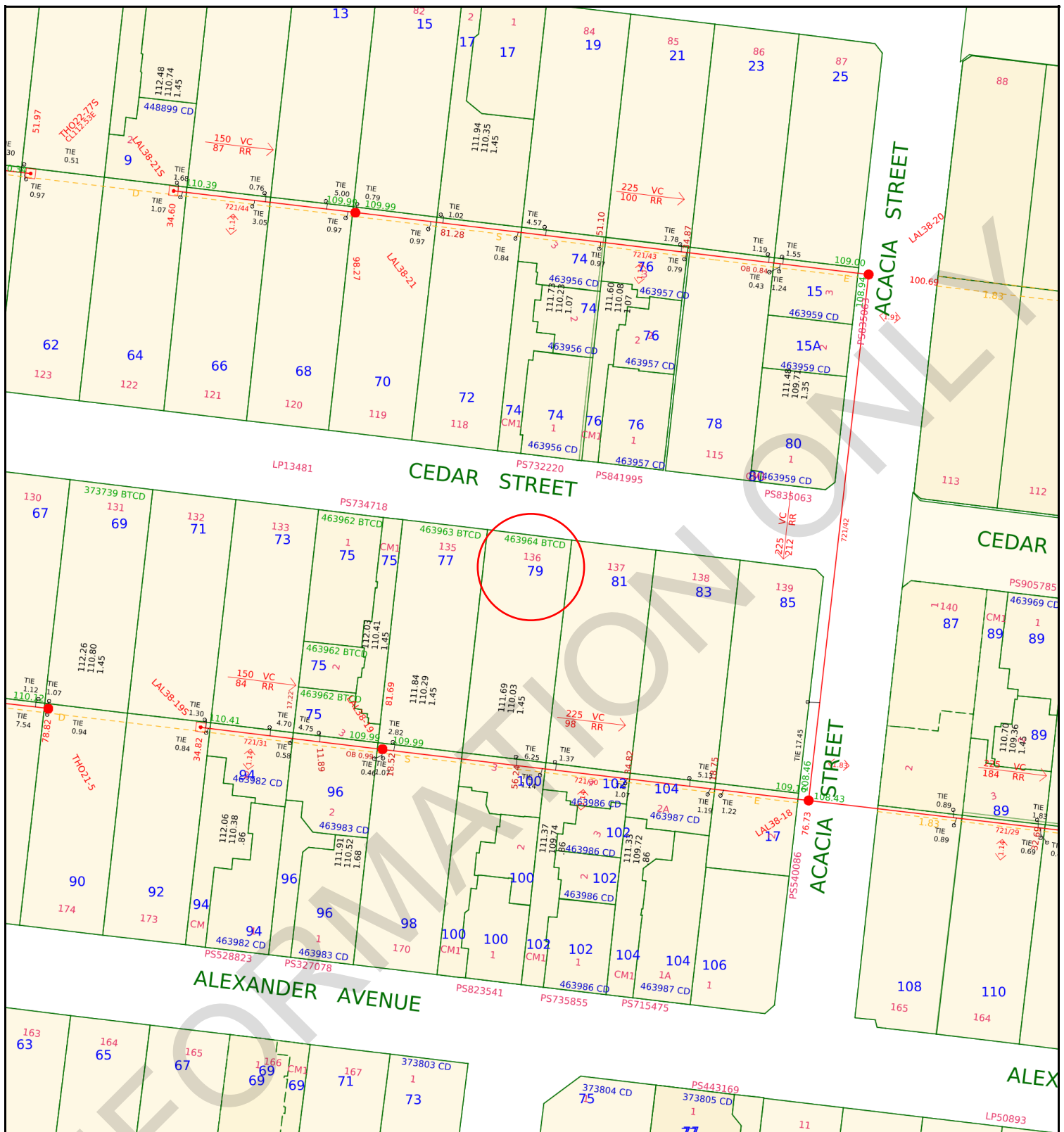
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30924686**

Address	79 CEDAR STREET THOMASTOWN 3074
Date	12/03/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline
Proposed Title	Sewer Manhole	MW Drainage Underground Centreline	MW Drainage Natural Waterway
Easement	Sewer Pipe Flow	MW Drainage Manhole	MW Drainage Natural Waterway
Existing Sewer	Sewer Offset	MW Drainage Manhole	MW Drainage Natural Waterway
Abandoned Sewer	Sewer Branch	MW Drainage Manhole	MW Drainage Natural Waterway

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

Belvedere Lawyers C/- InfoTrack (Smokeball) C/- LA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4672867897
Rate Certificate No: 30924686

Date of Issue: 12/03/2025
Your Ref: 573121

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
79 CEDAR ST, THOMASTOWN VIC 3074	136\LP13481	1222896	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$20.41
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$116.90
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$21.50
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$30.10
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$386.22
Total for This Property			\$575.13



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
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11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 1222896

Address: 79 CEDAR ST, THOMASTOWN VIC 3074

Water Information Statement Number: 30924686

HOW TO PAY



Billers Code: 314567
Ref: 46728678977

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1118818

APPLICANT'S NAME & ADDRESS

BELVEDERE LAWYERS C/- INFOTRACK (SMOKEBALL) C/-
LANDATA

MELBOURNE

VENDOR

CEDAR BOULEVARD PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

573121

This certificate is issued for:

LOT 136 PLAN LP13481 ALSO KNOWN AS 79 CEDAR STREET THOMASTOWN
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 4
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

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

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

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

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

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

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

12 March 2025

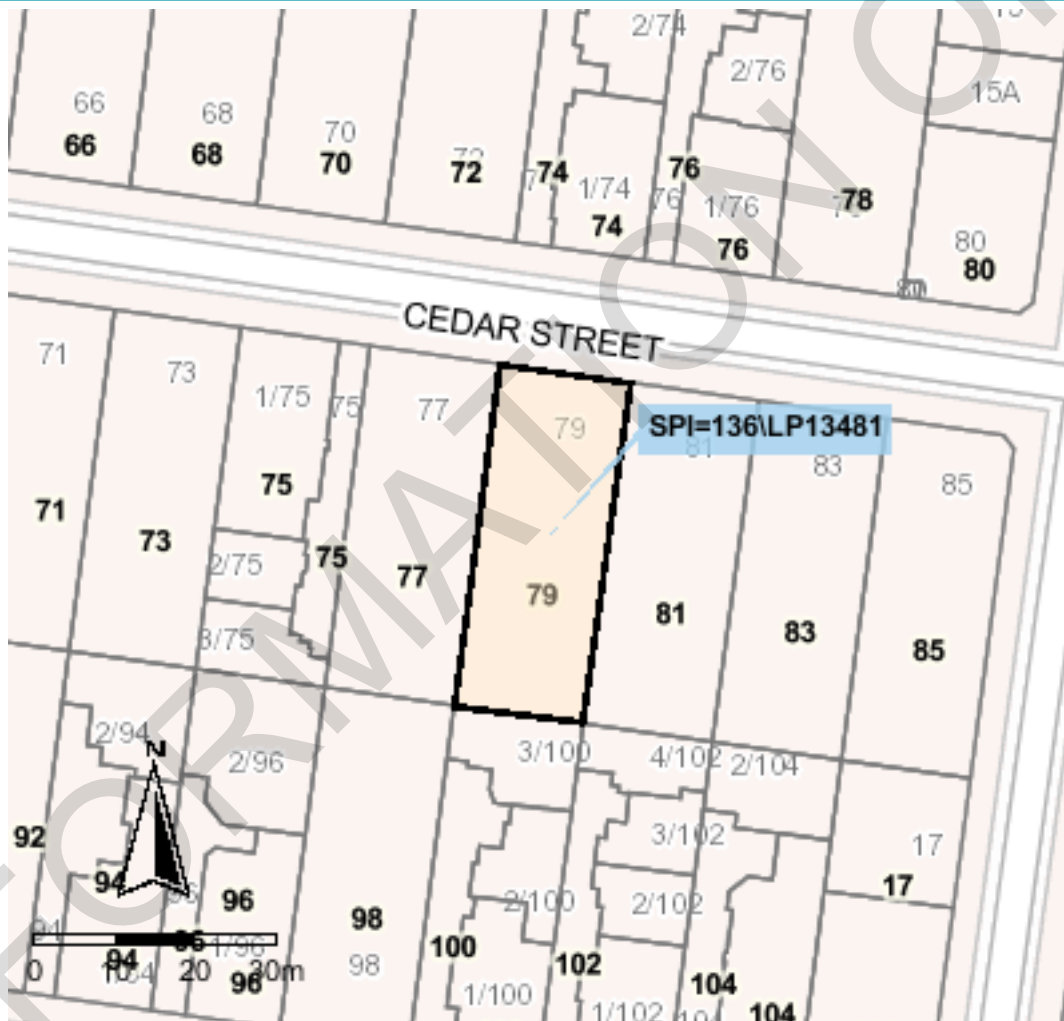
Sonya Kilkeny
Minister for Planning

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1118815

APPLICANT'S NAME & ADDRESS

BELVEDERE LAWYERS C/- INFOTRACK (SMOKEBALL) C/-
LANDATA

MELBOURNE

VENDOR

CEDAR BOULEVARD PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

573121

This certificate is issued for:

LOT 136 PLAN LP13481 ALSO KNOWN AS 79 CEDAR STREET THOMASTOWN
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 4
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
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Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
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of issue of this certificate and which are
still the subject of active consideration

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

LANDATA@

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

12 March 2025

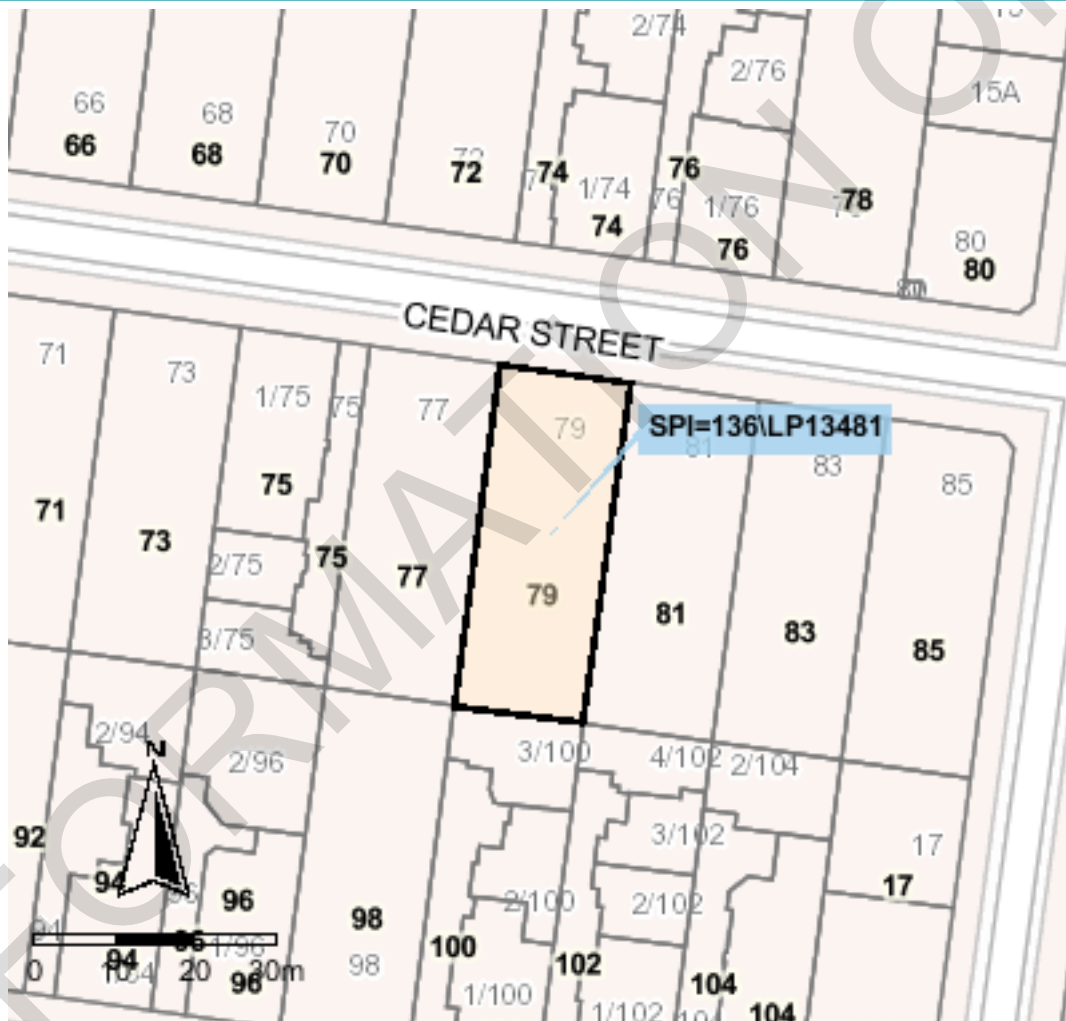
Sonya Kilkeny
Minister for Planning

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Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

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From www.planning.vic.gov.au at 26 June 2024 10:59 AM

PROPERTY DETAILS

Address: **79 CEDAR STREET THOMASTOWN 3074**
 Lot and Plan Number: **Lot 136 LP13481**
 Standard Parcel Identifier (SPI): **136\LP13481**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **109660**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 9 A8**

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: **NORTHERN METROPOLITAN**
 Legislative Assembly: **THOMASTOWN**

OTHER

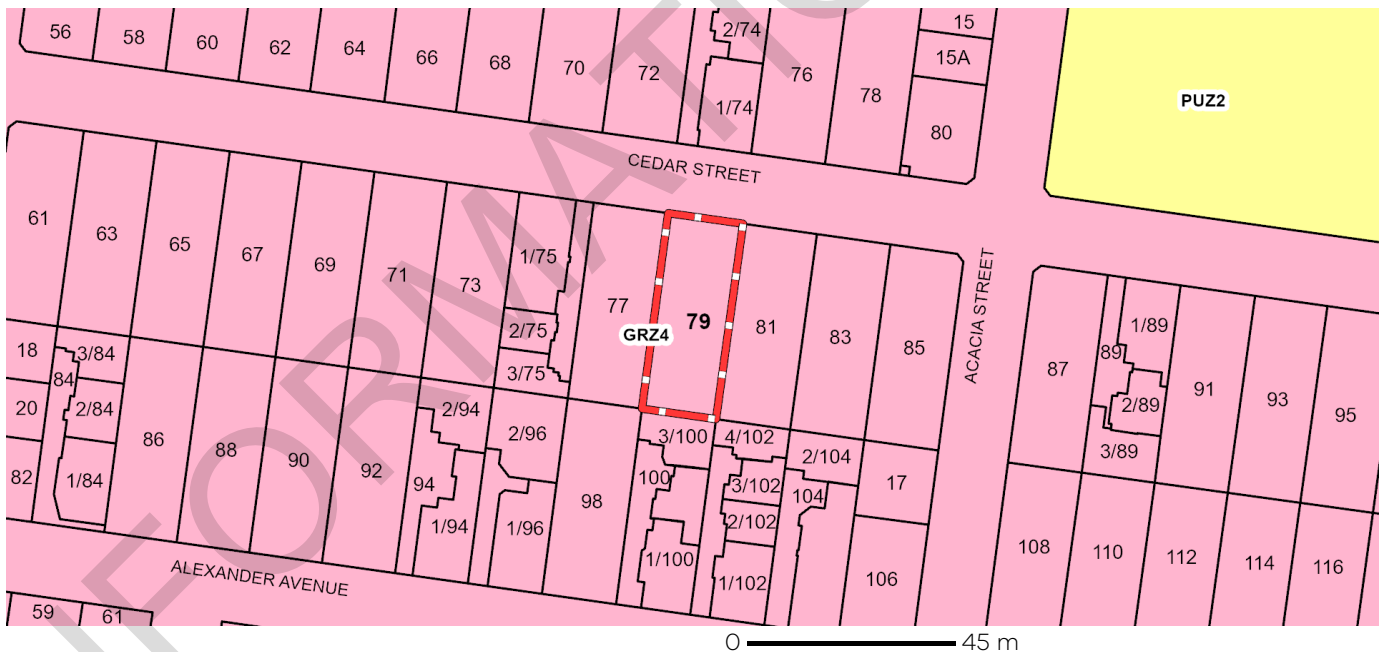
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



GRZ - General Residential **PUZ2 - Public Use-Education**

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

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



Further Planning Information

Planning scheme data last updated on 20 June 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.

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

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Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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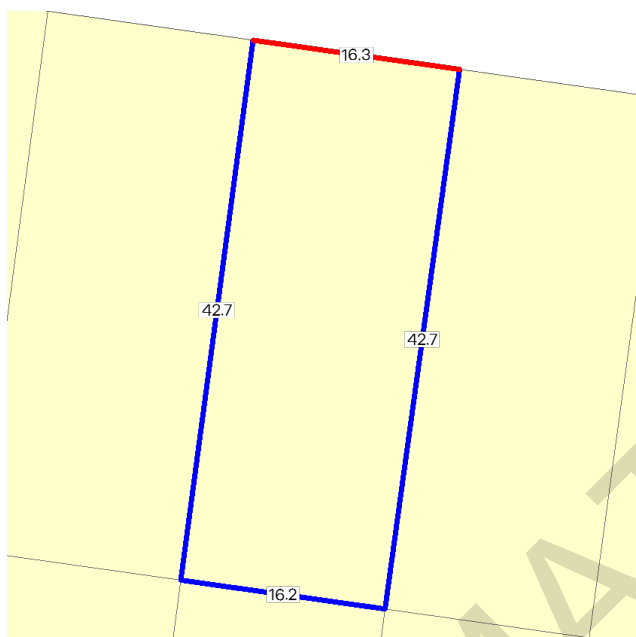
PROPERTY DETAILS

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Lot and Plan Number: **Lot 136 LP13481**
Standard Parcel Identifier (SPI): **136\LP13481**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **109660**
Directory Reference: **Melway 9 A8**

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: 693 sq. m

Perimeter: 118 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: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

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>

From www.land.vic.gov.au at 26 June 2024 10:58 AM

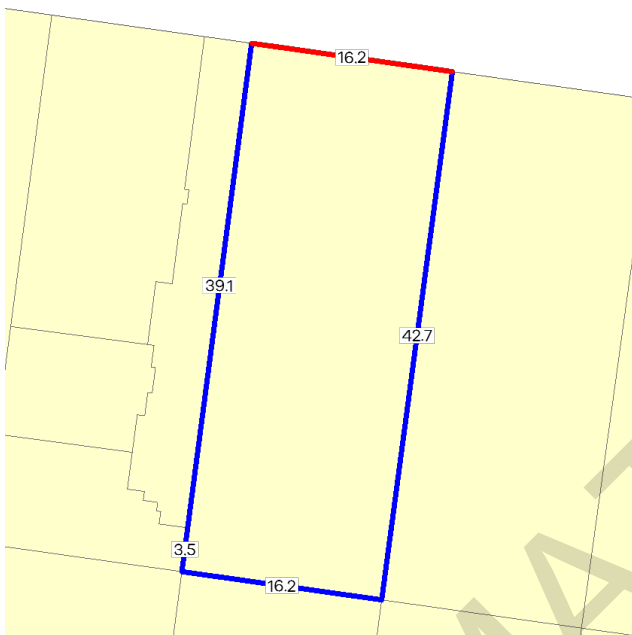
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Lot and Plan Number: **Lot 135 LP13481**
Standard Parcel Identifier (SPI): **135\LP13481**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **109652**
Directory Reference: **Melway 9 A7**

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: 691 sq. m

Perimeter: 118 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

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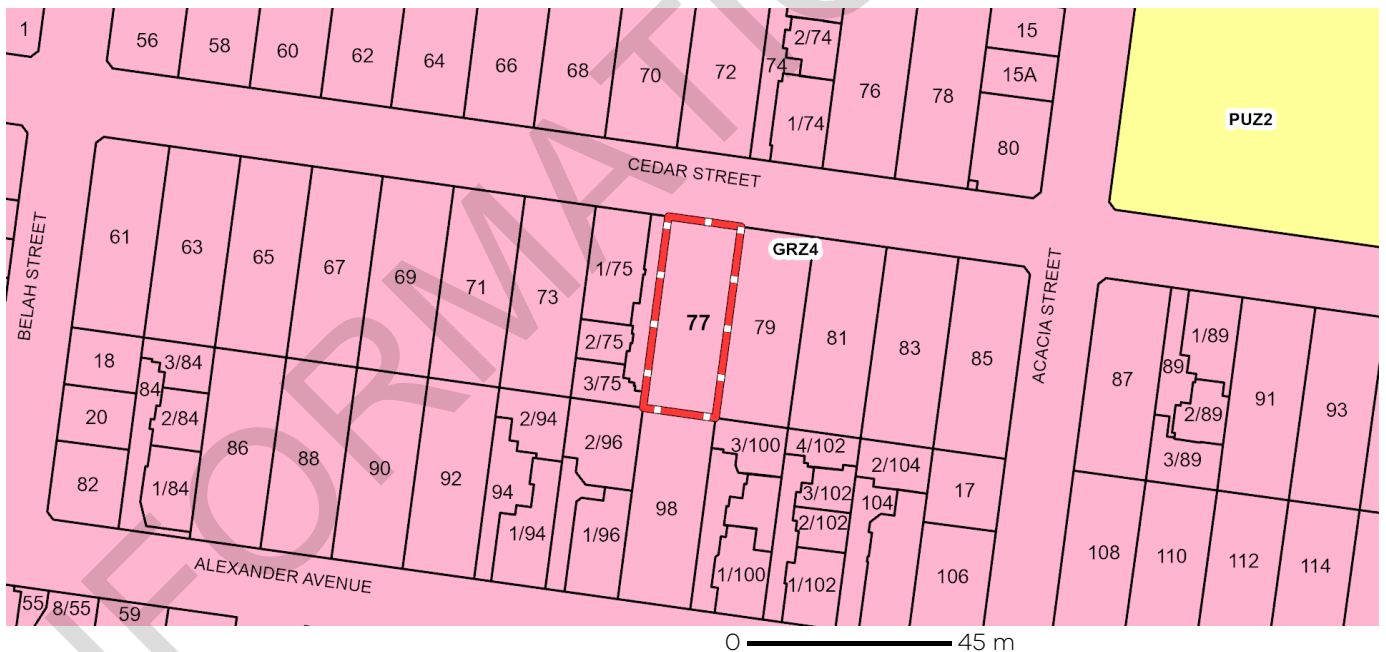
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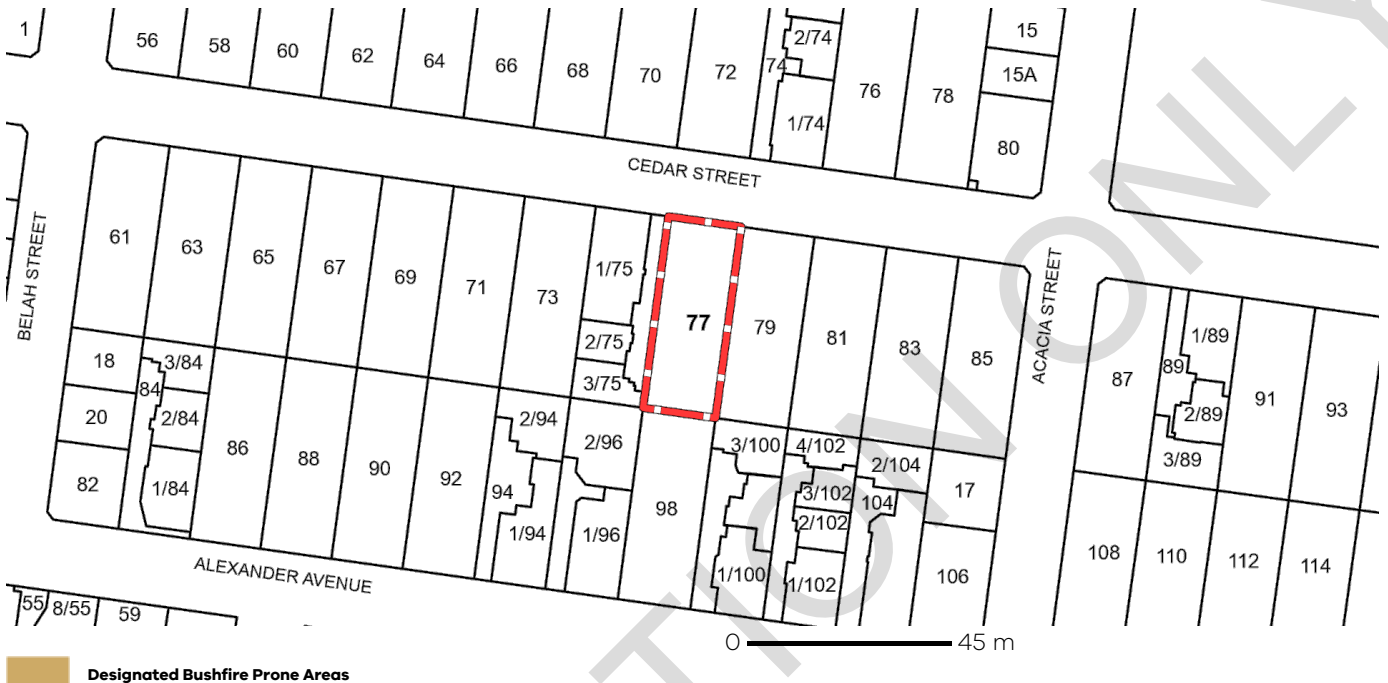
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PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

77 – 79 CEDAR STREET THOMASTOWN
LOT 135 & 136 LP: 13481

THE PERMIT ALLOWS:

IN ACCORDANCE WITH THE ENDORSED PLAN
CONSTRUCTION OF EIGHT DWELLINGS OVER TWO LOTS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Payments Required

1. Prior to the endorsement of plans, the permit holder must pay to Council a contribution for drainage pursuant to Clause 45.06 of the Whittlesea Planning Scheme. The drainage contribution will be subject to the Consumer Price Index (CPI) applicable at the time of payment.

Plans Required

2. Before the development hereby permitted starts, three copies of amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. The plans must be generally in accordance with the plans dated 22 December 2021 and prepared by Christopher M Shields but modified to show:
 - a. Deletion of fencing of the secluded private open space of Dwellings 1 and 8 where it surrounds canopy trees 03 and 05.
 - b. Deletion of temporary bin locations for fortnightly collection and associated fencing.

Date Issued: 13-Sep-2022

720009/1

**Signature for the
Responsible Authority:**


Natalie Papadopoulos

- c. Provide eaves or similar to the ground floor of each Dwelling to the satisfaction of the Responsible Authority.
 - d. Landscaping as required by Condition 3 of this permit.
 - e. Schedule of external materials, finishes and colours.
3. Concurrent with the endorsement of plans under Condition 2 and before the development and/or use hereby permitted commences, three copies of a landscape plan prepared by a suitably qualified (or experienced) landscape designer to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of this permit. The landscaping plan must be generally in accordance with the landscape concept plan dated 15 June 2021 prepared by Adaptive Landscape Design. The plan must show:
 - a. Details of landscaping for the front setback (or other areas as applicable) including a schedule of all proposed trees, shrubs and ground covers;
 - b. Paving, retaining walls, fence design details and other landscape works including areas of cut and fill;
 - c. Layout of the development to be consistent with modifications required by Condition 1 of this permit.
 - d. Provide one canopy tree in both the front and rear setbacks. Each canopy tree must achieve a minimum six metres mature height and be accommodated (centred) in a pervious area of at least 5 metres by 5 metres, that does not contain driveways or car parking. This area is to be provided in addition to secluded private open space.
 - e. Incorporate additional canopy trees at a ratio of one canopy tree for every two dwellings on development sites of 1,000 square metres or more.
 - f. Stormwater management details as per the STORM/MUSIC report, including the specific sizes and location of the rainwater harvesting tanks, etc; and
 - g. If proposed; a section detail of permeable paving.
4. Before the development hereby permitted starts, a Sustainable Design Assessment to the satisfaction of the responsible authority must be submitted to, and approved by, the responsible authority. When approved, the plans will be endorsed and will then form part of this Permit. The amended plans and Sustainable Design Assessment must be generally in accordance with the submitted Sustainable Design Assessment prepared by Frater Consultants, dated 07 July 2021 but modified to show:
 - a. Consistency with plans under Condition 2 of this permit.
5. Prior to the commencement of works, including demolition and excavation, a Construction Management Plan must be submitted to and endorsed by the Responsible Authority and be in accordance with the Responsible Authority's Construction Management Plan template and include a detailed Site Management Plan. No works are permitted to occur until the Plan has

Date Issued: 13-Sep-2022

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**Signature for the
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 *Natalie Papadopoulos*

been endorsed by the Responsible Authority. Once endorsed, the Construction Management Plan will form part of the permit and must be implemented to the satisfaction of the Responsible Authority.

For further information, including submission, please contact Council's Infrastructure Protection unit on 9217 2170 or info@whittlesea.vic.gov.au.

Layout Not Altered

6. The 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.
7. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Landscaping and Stormwater Management

8. Prior to the occupation of the dwellings hereby approved, landscaping and stormwater management works shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.

Actions Before Use Commences

9. Prior to the occupation of any building approved under this permit, a compliance inspection and report from the author of the *Sustainable Design Assessment (SDA)* approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority.

The compliance report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the SDA have been implemented in accordance with the approved documentation.

10. Prior to the occupation of the development hereby permitted, the area(s) set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
 - a. Constructed;
 - b. Properly formed to such levels that they can be used in accordance with the plans;
 - c. Surfaced with an all-weather sealcoat or treated to the satisfaction of the Responsible Authority to prevent dust and gravel being emitted from the site;
 - d. Rained and maintained;

Date Issued: 13-Sep-2022

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**Signature for the
Responsible Authority:**

 Natalie Papadopoulos

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

11. Vehicular access to the site must be by way of a vehicle crossing(s) constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will be using the crossing(s). The location, design and construction of the vehicle crossing(s) must be approved by the Responsible Authority. Any existing unused or redundant crossing(s) must be removed and replaced with concrete kerb, channel and nature strip to the satisfaction of the Responsible Authority. All vehicle crossing works are to be carried out with Council supervision under a 'Infrastructure Protection Permit.'
12. The permit holder shall be responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The permit holder shall be responsible for obtaining prior specific written approval for any works involving the alteration of Council or other Public Authority assets.
13. Prior to occupation of any dwelling on the subject site, a letter box and house number to the satisfaction of the Responsible Authority shall be provided for each dwelling.
14. At all times during the construction phase of the development, the permit holder shall take measures to ensure that pedestrians are able to use with safety any footpath along the boundaries of the site.
15. Upon completion of all buildings and works authorised by this permit the permit holder must notify the Responsible Authority of the satisfactory completion of the development and compliance with all relevant conditions.

Drainage Management

16. Discharge of stormwater from the land is required by means of an underground pipe drainage system designed to the satisfaction of the Responsible Authority and discharging to the legal point of discharge in a street or an underground pipe drain to the requirements of the Responsible Authority. In this regard no water must be discharged from any pipe or paved area onto the surface of any adjacent land.

Stormwater flows in excess of the approved capacity of the pipe drainage system must not be trapped by any construction but must be permitted to flow over the finished surface of the site to the street or drainage easement.

Date Issued: 13-Sep-2022

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 *Natalie Papadopoulos*

17. Before starting any buildings or works, engineering plans showing a properly prepared design (with computations) for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system (if required), must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.
18. Prior to the occupation of the dwellings hereby approved, the permit holder is required to construct at no cost to Council, drainage works between the subject site and the Council nominated point of discharge. Such drainage works must be designed by a qualified engineer and submitted to and approved by Council. Computations will also be required to demonstrate that the drainage system will not be overloaded by the new development. Construction of the drainage system must be carried out in accordance with Council specifications and under Council supervision.
19. Prior to the occupation of the dwellings hereby approved, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.

General Amenity – Construction Works

20. Any litter generated by building activities on the site shall be collected and stored in an appropriate enclosure which complies with Council's Code of Practice for building/development sites. The enclosures shall be regularly emptied and maintained such that no litter overflows onto adjoining land. Prior to occupation and/or use of the building, all litter shall be completely removed from the site.
21. Prior to the development hereby permitted starts (including any demolition, excavations, tree removal, delivery of building/construction materials and/or temporary buildings, tree protection zone fencing is to be constructed in accordance with the endorsed Tree Protection Zone plan and City of Whittlesea's current standards for the existing street tree.
22. The tree protection zone fencing must not be removed or relocated at any time during construction without the prior written consent of the Responsible Authority.
23. During the construction phase, vehicles leaving the site must not deposit mud or other materials on roadways. Any mud or other materials deposited on roadways as a result of construction works on the site must be cleaned to the satisfaction of the Responsible Authority within two hours of it being deposited.

Expiry of permit for development

Date Issued: 13-Sep-2022

720009/1

**Signature for the
Responsible Authority:**

 *Natalie Papadopoulos*

24. This permit as it relates to development (buildings and works) will expire if one of the following circumstances applies:

- a. The development is not started within two (2) years of the issue date of this permit.
- b. The development is not completed within four (4) years of the issue date of this permit.

In accordance with section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the responsible authority for an extension of the periods referred to in this condition.

Note: This is a permit issued at the direction of VCAT order P604/2022

Date Issued: 13-Sep-2022

720009/1

**Signature for the
Responsible Authority:**

 Natalie Papadopoulos

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

- * The Responsible Authority has issued a permit.

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

- * The responsible authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of 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*.
2. 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.
3. 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.
4. 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.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- * The person who applied for the permit may 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.

INFORMATION ONLY



PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

77 – 79 CEDAR STREET THOMASTOWN
LOT 135 & 136 LP: 13481

THE PERMIT ALLOWS:

IN ACCORDANCE WITH THE ENDORSED PLAN
CONSTRUCTION OF EIGHT DWELLINGS OVER TWO LOTS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Payments Required

1. Prior to the endorsement of plans, the permit holder must pay to Council a contribution for drainage pursuant to Clause 45.06 of the Whittlesea Planning Scheme. The drainage contribution will be subject to the Consumer Price Index (CPI) applicable at the time of payment.

Plans Required

2. Before the development hereby permitted starts, three copies of amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. The plans must be generally in accordance with the plans dated 22 December 2021 and prepared by Christopher M Shields but modified to show:
 - a. Deletion of fencing of the secluded private open space of Dwellings 1 and 8 where it surrounds canopy trees 03 and 05.
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 - a. Details of landscaping for the front setback (or other areas as applicable) including a schedule of all proposed trees, shrubs and ground covers;
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 - e. Incorporate additional canopy trees at a ratio of one canopy tree for every two dwellings on development sites of 1,000 square metres or more.
 - f. Stormwater management details as per the STORM/MUSIC report, including the specific sizes and location of the rainwater harvesting tanks, etc; and
 - g. If proposed; a section detail of permeable paving.
4. Before the development hereby permitted starts, a Sustainable Design Assessment to the satisfaction of the responsible authority must be submitted to, and approved by, the responsible authority. When approved, the plans will be endorsed and will then form part of this Permit. The amended plans and Sustainable Design Assessment must be generally in accordance with the submitted Sustainable Design Assessment prepared by Frater Consultants, dated 07 July 2021 but modified to show:
 - a. Consistency with plans under Condition 2 of this permit.
5. Prior to the commencement of works, including demolition and excavation, a Construction Management Plan must be submitted to and endorsed by the Responsible Authority and be in accordance with the Responsible Authority's Construction Management Plan template and include a detailed Site Management Plan. No works are permitted to occur until the Plan has

Date Issued: 13-Sep-2022

720009/1

**Signature for the
Responsible Authority:**


Natalie Papadopoulos

been endorsed by the Responsible Authority. Once endorsed, the Construction Management Plan will form part of the permit and must be implemented to the satisfaction of the Responsible Authority.

For further information, including submission, please contact Council's Infrastructure Protection unit on 9217 2170 or info@whittlesea.vic.gov.au.

Layout Not Altered

6. The 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.
7. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Landscaping and Stormwater Management

8. Prior to the occupation of the dwellings hereby approved, landscaping and stormwater management works shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.

Actions Before Use Commences

9. Prior to the occupation of any building approved under this permit, a compliance inspection and report from the author of the *Sustainable Design Assessment (SDA)* approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority.

The compliance report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the SDA have been implemented in accordance with the approved documentation.

10. Prior to the occupation of the development hereby permitted, the area(s) set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
 - a. Constructed;
 - b. Properly formed to such levels that they can be used in accordance with the plans;
 - c. Surfaced with an all-weather sealcoat or treated to the satisfaction of the Responsible Authority to prevent dust and gravel being emitted from the site;
 - d. Rained and maintained;

Date Issued: 13-Sep-2022

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

11. Vehicular access to the site must be by way of a vehicle crossing(s) constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will be using the crossing(s). The location, design and construction of the vehicle crossing(s) must be approved by the Responsible Authority. Any existing unused or redundant crossing(s) must be removed and replaced with concrete kerb, channel and nature strip to the satisfaction of the Responsible Authority. All vehicle crossing works are to be carried out with Council supervision under a 'Infrastructure Protection Permit.'
12. The permit holder shall be responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The permit holder shall be responsible for obtaining prior specific written approval for any works involving the alteration of Council or other Public Authority assets.
13. Prior to occupation of any dwelling on the subject site, a letter box and house number to the satisfaction of the Responsible Authority shall be provided for each dwelling.
14. At all times during the construction phase of the development, the permit holder shall take measures to ensure that pedestrians are able to use with safety any footpath along the boundaries of the site.
15. Upon completion of all buildings and works authorised by this permit the permit holder must notify the Responsible Authority of the satisfactory completion of the development and compliance with all relevant conditions.

Drainage Management

16. Discharge of stormwater from the land is required by means of an underground pipe drainage system designed to the satisfaction of the Responsible Authority and discharging to the legal point of discharge in a street or an underground pipe drain to the requirements of the Responsible Authority. In this regard no water must be discharged from any pipe or paved area onto the surface of any adjacent land.

Stormwater flows in excess of the approved capacity of the pipe drainage system must not be trapped by any construction but must be permitted to flow over the finished surface of the site to the street or drainage easement.

Date Issued: 13-Sep-2022

720009/1

**Signature for the
Responsible Authority:**

 Natalie Papadopoulos

17. Before starting any buildings or works, engineering plans showing a properly prepared design (with computations) for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system (if required), must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.
18. Prior to the occupation of the dwellings hereby approved, the permit holder is required to construct at no cost to Council, drainage works between the subject site and the Council nominated point of discharge. Such drainage works must be designed by a qualified engineer and submitted to and approved by Council. Computations will also be required to demonstrate that the drainage system will not be overloaded by the new development. Construction of the drainage system must be carried out in accordance with Council specifications and under Council supervision.
19. Prior to the occupation of the dwellings hereby approved, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.

General Amenity – Construction Works

20. Any litter generated by building activities on the site shall be collected and stored in an appropriate enclosure which complies with Council's Code of Practice for building/development sites. The enclosures shall be regularly emptied and maintained such that no litter overflows onto adjoining land. Prior to occupation and/or use of the building, all litter shall be completely removed from the site.
21. Prior to the development hereby permitted starts (including any demolition, excavations, tree removal, delivery of building/construction materials and/or temporary buildings, tree protection zone fencing is to be constructed in accordance with the endorsed Tree Protection Zone plan and City of Whittlesea's current standards for the existing street tree.
22. The tree protection zone fencing must not be removed or relocated at any time during construction without the prior written consent of the Responsible Authority.
23. During the construction phase, vehicles leaving the site must not deposit mud or other materials on roadways. Any mud or other materials deposited on roadways as a result of construction works on the site must be cleaned to the satisfaction of the Responsible Authority within two hours of it being deposited.

Expiry of permit for development

Date Issued: 13-Sep-2022

720009/1

**Signature for the
Responsible Authority:**


Natalie Papadopoulos

24. This permit as it relates to development (buildings and works) will expire if one of the following circumstances applies:

- a. The development is not started within two (2) years of the issue date of this permit.
- b. The development is not completed within four (4) years of the issue date of this permit.

In accordance with section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the responsible authority for an extension of the periods referred to in this condition.

Note: This is a permit issued at the direction of VCAT order P604/2022

THIS PERMIT HAS BEEN EXTENDED AS FOLLOWS:

Date of extension	Brief description of the extension	Duration of extension
12 August 2025	<p>The development must now commence by 13 September 2026.</p> <p>The development must now be completed by 13 September 2028.</p> <p>PLN-45040</p>	One year

Date Issued: 13-Sep-2022

720009/1

**Signature for the
Responsible Authority:**

 Natalie Papadopoulos

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

- * The Responsible Authority has issued a permit.

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

- * The responsible authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of 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*.
2. 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.
3. 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.
4. 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.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- * The person who applied for the permit may 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.

INFORMATION ONLY

DEFINITION:
AN UNCOVERED OUTDOOR AREA OF A DWELLING OR RESIDENTIAL BUILDING NORMALLY ASSOCIATED WITH A GARDEN. IT INCLUDES OPEN ENTERTAINING AREAS, DECKS, LAWNS, GARDEN BEDS, SWIMMING POOLS, TENNIS COURTS AND THE LIKE. IT DOES NOT INCLUDE A DRIVEWAY, ANY AREA SET ASIDE FOR CAR PARKING, ANY BUILDING OR ROOFED AREA AND ANY AREA THAT HAS A DIMENSION OF LESS THAN 1 METER.

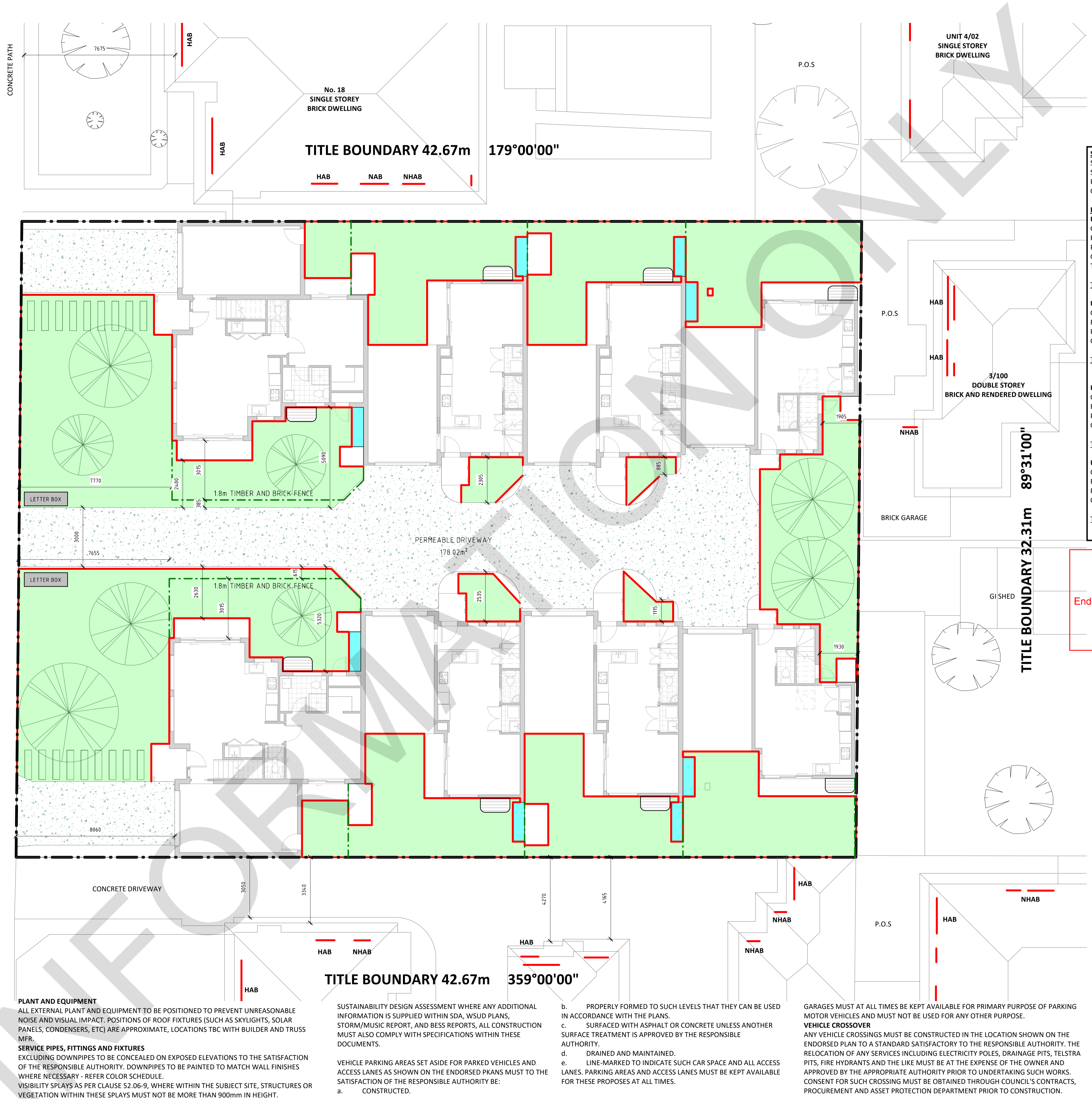
NOTES:
ALL INTERNAL / EXTERNAL DIMENSIONS ARE SHOWN TO STRUCTURAL / TIMBER FRAMES AND DO NOT INCLUDE CLADDING / PLASTERBOARD THICKNESS. ALL SERVICE METER LOCATIONS TO BE CONFIRMED DURING WORKING DRAWINGS STAGE.
ALL LEVELS TO AHD.
PROPOSED CLOTHESLINE
fold down - wall or ground mount
PROPOSED 6 CUBIC METER STORAGE SHED (TYP. 1.7Wx1.7Lx2.2H)
PROPOSED LETTER BOX

REFER TO SITE ANALYSIS DOCUMENTS FOR NEIGHBOURING DWELLING DETAILS
LANDSCAPE PLAN TO BE PROVIDED BY CERTIFIED LANDSCAPE ARCHITECT TO SHOW PLANT SCHEDULE AND LAYOUTS
ADJOINING WINDOW LEGEND
HW ADJOINING HABITAT WINDOW
DW ADJOINING DOOR/WINDOW COMBINATION
W ADJOINING WINDOW
NHW NON-HABITAT WINDOW

CEDAR STREET
TITLE BOUNDARY 32.31m 89°31'00"

NOTES:
TOWN PLANNING DRAWINGS ARE TO BE READ AS A WHOLE. NOTES ONLY INCLUDED ON AN INDIVIDUAL PAGE ARE STILL REQUIRED BY THE WHOLE PROPOSAL.
ELECTRICITY COMPANY CONNECTIONS TO THE PROPOSED DWELLING/S ARE TO BE PROVIDED UNDERGROUND.
ALL STORM WATER INFRASTRUCTURE AS REQUIRED BY CONDITIONS OF THE PLANNING PERMIT ARE TO BE LOCATED WITHIN THE DRIVEWAY AND NOT IN THE AREAS SET ASIDE FOR LANDSCAPING.
ALFRESCO/DECK
ANY PROPOSED EXTERNAL LIVING AREAS SUCH AS ALFRESCO OR DECKING FOR EACH DWELLING IS NOT TO BE FULLY ENCLOSED AT ANY TIME. SIDE AND/OR REAR SECTION MUST BE LEFT OPEN TO PRIVATE OPEN SPACE.

GARDEN AREA PLAN
SCALE: 1:100 @A1



SITE AND AREA ANALYSIS

SITE AREA (approx.)	1379m ²
SITE COVERAGE	572.87m ² 41.54%
PERMEABILITY	825.96m ² 59.90%
GARDEN AREA	574.95m ² 41.69% > 35% REQ.

FLOOR AREAS:	FLOOR AREAS:
UNIT 1	UNIT 5
GROUND FLOOR 63.59m ²	GROUND FLOOR 34.41m ²
FIRST FLOOR 42.95m ²	FIRST FLOOR 38.22m ²
PORCH 3.30m ²	PORCH 1.14m ²
GARAGE 24.10m ²	GARAGE 22.74m ²
TERRACE 12.78m ²	
TOTAL AREA 146.72m² 15.79sq	TOTAL AREA 96.51m² 10.39sq
UNIT 2	UNIT 6
GROUND FLOOR 36.62m ²	GROUND FLOOR 38.87m ²
FIRST FLOOR 43.07m ²	FIRST FLOOR 42.93m ²
PORCH 1.99m ²	PORCH 2.10m ²
GARAGE 22.68m ²	GARAGE 22.10m ²
TOTAL AREA 104.36m² 11.23sq	TOTAL AREA 106.00m² 11.41sq
UNIT 3	UNIT 7
GROUND FLOOR 38.87m ²	GROUND FLOOR 36.62m ²
FIRST FLOOR 42.93m ²	FIRST FLOOR 43.07m ²
PORCH 2.10m ²	PORCH 1.99m ²
GARAGE 22.10m ²	GARAGE 22.68m ²
TOTAL AREA 106.00m² 11.41sq	TOTAL AREA 104.36m² 11.23sq
UNIT 4	UNIT 8
GROUND FLOOR 34.41m ²	GROUND FLOOR 63.59m ²
FIRST FLOOR 38.22m ²	FIRST FLOOR 42.95m ²
PORCH 1.14m ²	PORCH 3.30m ²
GARAGE 22.74m ²	GARAGE 24.10m ²
TERRACE 12.78m ²	TERRACE 12.78m ²
TOTAL AREA 96.51m² 10.39sq	TOTAL AREA 146.72m² 15.79sq

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720009
Application Ref. No.: PLN-42875
Endorsed to show compliance with Condition (s) 2, 3
Sheet 1 of 5 Date: 30/05/2024

IMPORTANT NOTE
NOTE: IT IS THE OWNER/BUILDERS RESPONSIBILITY TO ENSURE THAT THIS ARCHITECTURAL DRAWING IS READ IN CONJUNCTION & CONFORMS WITH ENDORSED PLANNING PERMIT DOCUMENTS AND CONDITIONS.
*DO NOT SCALE THIS DRAWING
*FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE.
BUILDERS TO CONFIRM DIMENSIONS ON SITE PRIOR TO COMMENCEMENT
SITE & FLOOR LEVELS TO BE CONFIRMED ON SITE BY BUILDER PRIOR TO COMMENCEMENT OF ANY WORKS.

REV.	DESCRIPTION	ISSUE BY	DATE
A	DRAWING AMENDMENT	RM	30.05.24

SHEET No. **TP01/WD05**
JOB No. 20246692
DRAWN: RM CHECK: MM
TOWN PLANNING

PROJECT: PROPOSED UNITS DEVELOPMENT
AT: 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074
FOR: Ironsons Homes

misk
P (03) 9467 6954 M 0403 568 160
48 Ball Street, Heidelberg Heights, VIC 3081
info@miskdesign.com.au
miskdesign.com.au
- New Homes
- Unit Developments
- Extensions
- Commercial

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PLANT AND EQUIPMENT
ALL EXTERNAL PLANT AND EQUIPMENT TO BE POSITIONED TO PREVENT UNREASONABLE NOISE AND VISUAL IMPACT. POSITIONS OF ROOF FIXTURES (SUCH AS SKYLIGHTS, SOLAR PANELS, CONDENSERS, ETC) ARE APPROXIMATE, LOCATIONS TBC WITH BUILDER AND TRUSS MFR.
SERVICE PIPES, FITTINGS AND FIXTURES
EXCLUDING DOWNPIPES TO BE CONCEALED ON EXPOSED ELEVATIONS TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY. DOWNPIPES TO BE PAINTED TO MATCH WALL FINISHES WHERE NECESSARY - REFER COLOR SCHEDULE.
VISIBILITY SPLAYS AS PER CLAUSE 52.06-9, WHERE WITHIN THE SUBJECT SITE, STRUCTURES OR VEGETATION WITHIN THESE SPLAYS MUST NOT BE MORE THAN 900mm IN HEIGHT.

SUSTAINABILITY DESIGN ASSESSMENT WHERE ANY ADDITIONAL INFORMATION IS SUPPLIED WITHIN SDA, WSUD PLANS, STORM/MUSIC REPORT, AND BESS REPORTS, ALL CONSTRUCTION MUST ALSO COMPLY WITH SPECIFICATIONS WITHIN THESE DOCUMENTS.
VEHICLE PARKING AREAS SET ASIDE FOR PARKED VEHICLES AND ACCESS LANES AS SHOWN ON THE ENDORSED PKANS MUST TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY BE:
a. CONSTRUCTED.

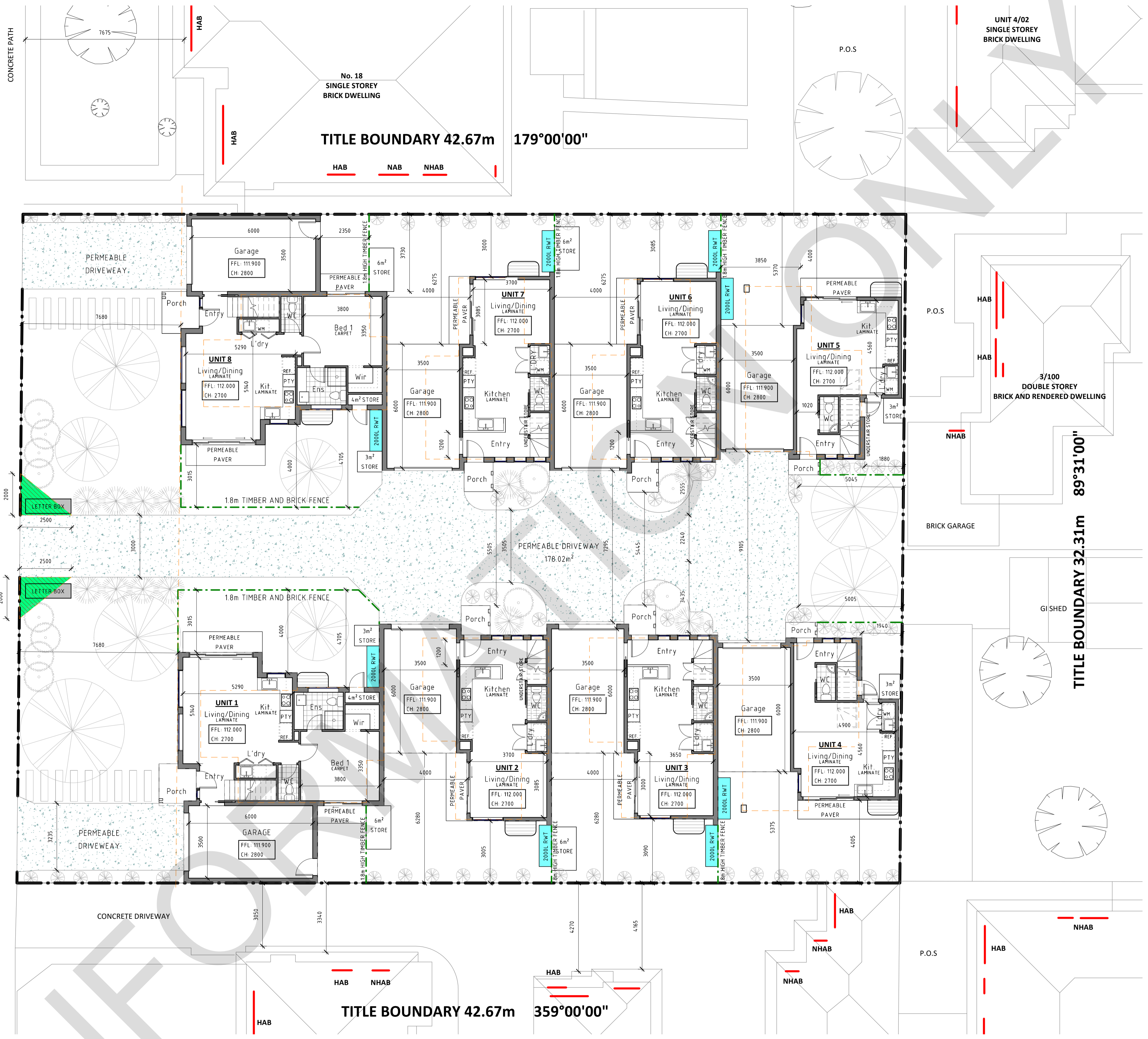
b. PROPERLY FORMED TO SUCH LEVELS THAT THEY CAN BE USED IN ACCORDANCE WITH THE PLANS.
c. SURFACED WITH ASPHALT OR CONCRETE UNLESS ANOTHER SURFACE TREATMENT IS APPROVED BY THE RESPONSIBLE AUTHORITY.
d. DRAINED AND MAINTAINED.
e. LINE-MARKED TO INDICATE SUCH CAR SPACE AND ALL ACCESS LANES. PARKING AREAS AND ACCESS LANES MUST BE KEPT AVAILABLE FOR THESE PROPOSES AT ALL TIMES.

GARAGES MUST AT ALL TIMES BE KEPT AVAILABLE FOR PRIMARY PURPOSE OF PARKING MOTOR VEHICLES AND MUST NOT BE USED FOR ANY OTHER PURPOSE.
VEHICLE CROSSOVER
ANY VEHICLE CROSSINGS MUST BE CONSTRUCTED IN THE LOCATION SHOWN ON THE ENDORSED PLAN TO A STANDARD SATISFACTORY TO THE RESPONSIBLE AUTHORITY, THE RELOCATION OF ANY SERVICES INCLUDING ELECTRICITY POLES, DRAINAGE PITS, TELSTRA PITS, FIRE HYDRANTS AND THE LIKE MUST BE AT THE EXPENSE OF THE OWNER AND APPROVED BY THE APPROPRIATE AUTHORITY PRIOR TO UNDERTAKING SUCH WORKS. CONSENT FOR SUCH CROSSING MUST BE OBTAINED THROUGH COUNCIL'S CONTRACTS, PROCUREMENT AND ASSET PROTECTION DEPARTMENT PRIOR TO CONSTRUCTION.

PROPOSED UNITS DEVELOPMENT AT 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074

CEDAR STREET

TITLE BOUNDARY 32.31m 89°31'00"



TITLE BOUNDARY 42.67m 179°00'00"

TITLE BOUNDARY 32.31m 89°31'00"

TITLE BOUNDARY 42.67m 359°00'00"

IMPORTANT NOTE
 NOTE: IT IS THE OWNER/BUILDERS RESPONSIBILITY TO ENSURE THAT THIS ARCHITECTURAL DRAWING IS READ IN CONJUNCTION & CONFORMS WITH ENDORSED PLANNING PERMIT DOCUMENTS AND CONDITIONS.
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 BUILDERS TO CONFIRM DIMENSIONS ON SITE PRIOR TO COMMENCEMENT.
 SITE & FLOOR LEVELS TO BE CONFIRMED ON SITE BY BUILDER PRIOR TO COMMENCEMENT OF ANY WORKS.

REV.	DESCRIPTION	ISSUE BY	DATE
A	DRAWING AMENDMENT	RM	30.05.24

SHEET No. **TP02/WD05**
 JOB No. 20246692
 DRAWN: RM CHECK: MM
TOWN PLANNING

PROJECT: PROPOSED UNITS DEVELOPMENT
 AT: 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074
 FOR: Ironsons Homes

P (03) 9467 6954 M 0403 568 160 - New Homes
 48 Bell Street, Heidelberg Heights, VIC 3081 - Unit Developments
 info@miskdesign.com.au - Extensions
 miskdesign.com.au - Commercial

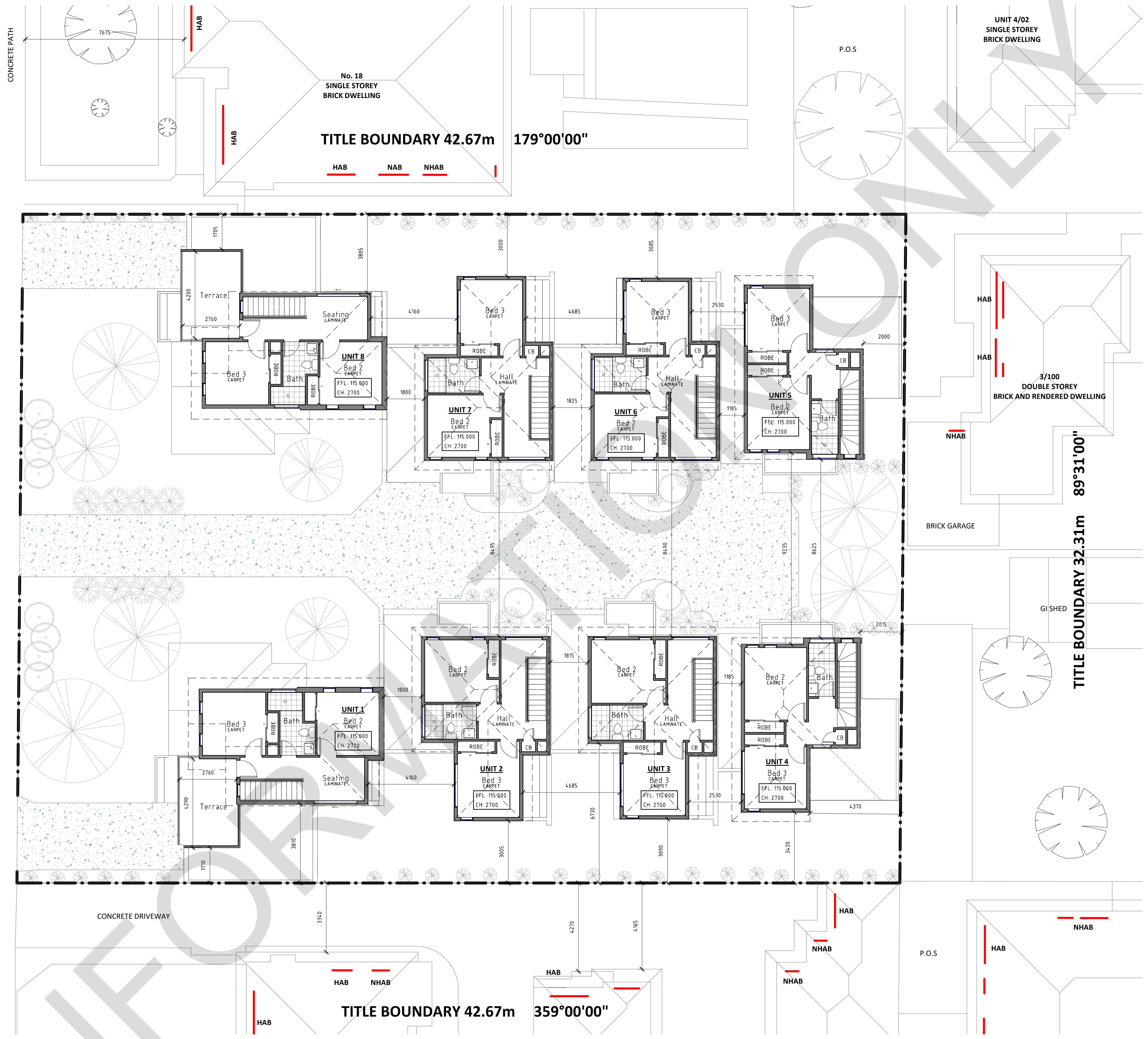
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GROUND FLOOR PLAN
 SCALE: 1:100 @A1

PROPOSED UNITS DEVELOPMENT AT 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074

CEDAR STREET

TITLE BOUNDARY 32.31m 89°31'00"



TITLE BOUNDARY 42.67m 359°00'00"

TITLE BOUNDARY 32.31m 89°31'00"

FIRST FLOOR PLAN
 SCALE: 1:100 @A1

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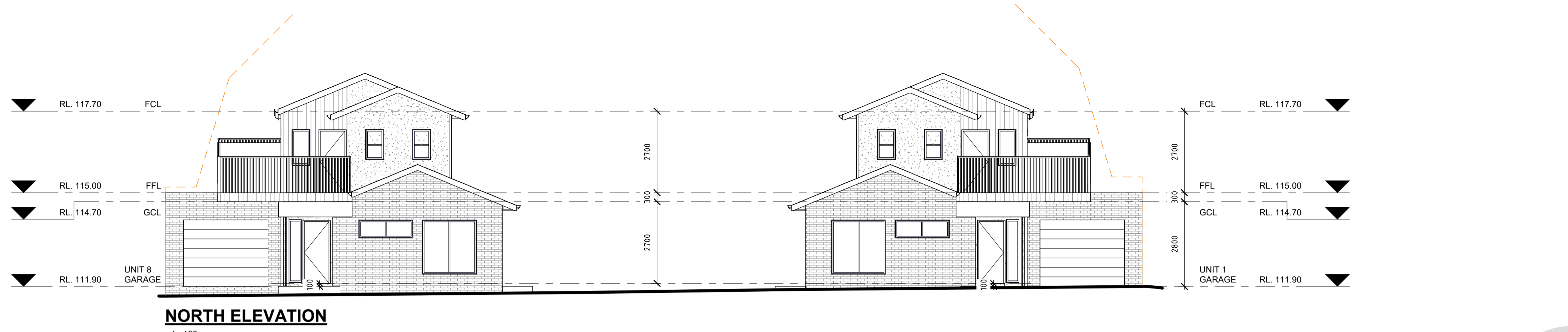
SHEET No. **TP03/WD05**
 JOB No. 20246692
 DRAWN: RM CHECK: MM
TOWN PLANNING

PROJECT: PROPOSED UNITS DEVELOPMENT
 AT: 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074
 FOR: Ironsons Homes

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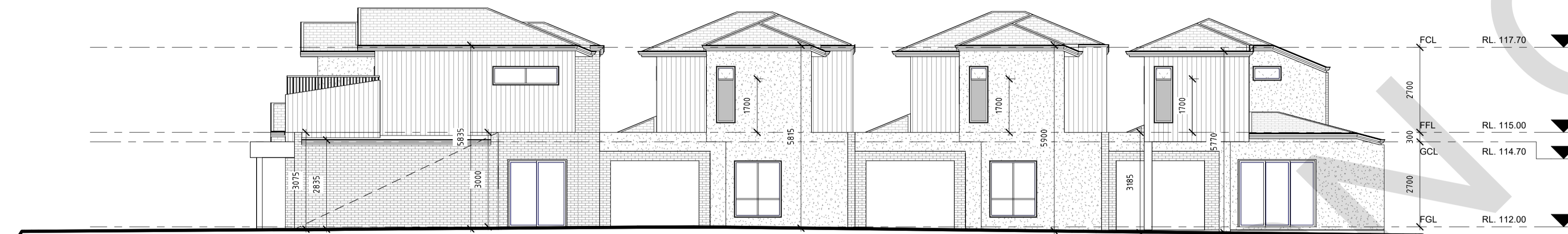
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PROPOSED UNITS DEVELOPMENT AT 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074



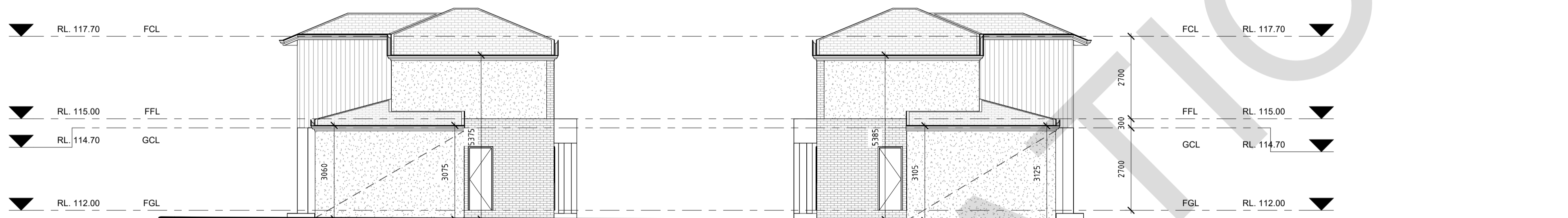
NORTH ELEVATION

1:100



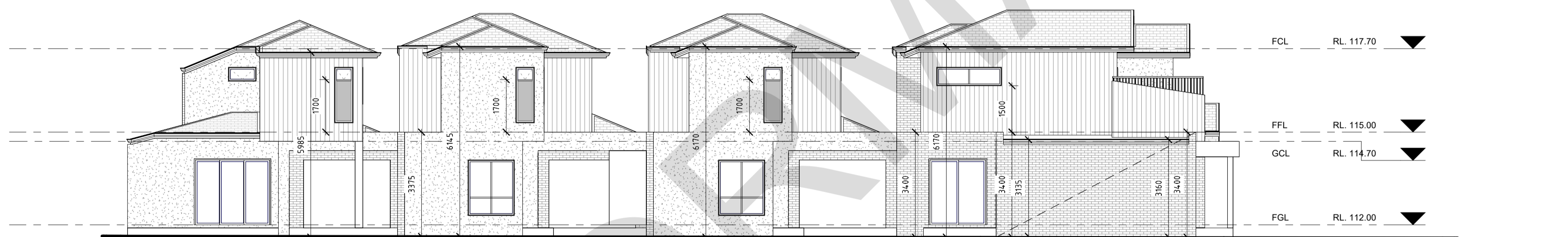
WEST ELEVATION

1:100



SOUTH ELEVATION

1:100



EAST ELEVATION

1:100



INNER WEST ELEVATION (TYP.)

1:100

ELEVATIONS

SCALE: 1:100 @A1

EXTERNAL COLOR AND MATERIAL SCHEDULE	
BRICK WORK	CONCRETE ROOF TILES
AUSTRAL BRICKS INDUSTRIAL CHAR	CONCRETE ROOF PAINT CHARCOAL COLOR
GUTTER & FASCIA	DOWNPIPES
COLORBOND PAINT MONUMENT	COLORBOND PAINT MONUMENT
WIDNOW AND DOOR FRAME	FRONT DOOR
COLORBOND PAINT MONUMENT	DULUX PAINT SHALE GREY
VERTICAL CLADDING WALL	RENDER
DULUX PAINT WHITE	DULUX PAINT SHALE GREY
GARAGE DOOR	CONCRETE DRIVEWAY
SLIMLINE PAINT SHALE GREY	CONCRETE FLOOR PAINT CHARCOAL COLOR

PLANNING & ENVIRONMENT ACT 1987
 WHITTLESEA PLANNING SCHEME
 Planning Permit No: 720009
 Application Ref. No.: PLN-42875
 Endorsed to show compliance with Condition (s) 2, 3
 Sheet 4 of 5 Date: 30/05/2024

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 BUILDERS TO CONFIRM DIMENSIONS ON SITE PRIOR TO COMMENCEMENT.
 SITE & FLOOR LEVELS TO BE CONFIRMED ON SITE BY BUILDER PRIOR TO COMMENCEMENT OF ANY WORKS.

REV.	DESCRIPTION	ISSUE BY	DATE
A	DRAWING AMENDMENT	RM	30.05.24

SHEET No.	TP04/WD05
JOB No.	20246692
DRAWN: RM	CHECK: MM
TOWN PLANNING	

PROJECT: PROPOSED UNITS DEVELOPMENT
 AT: 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074
 FOR: Ironsons Homes



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PROPOSED UNITS DEVELOPMENT AT 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074

TREE PROTECTION ZONE NOTES
DEMOLITION AND SITE CLEARING
SITE CLEARING HAS THE POTENTIAL TO CAUSE SIGNIFICANT DAMAGE TO ANY TREES TO BE RETAINED ON SITE OR TREES THAT ARE IN ADJOINING PROPERTIES THROUGH DISTURBANCE TO THE SOIL, CHANGES IN SOIL GRADIENTS, SOIL COMPACTION AND PHYSICAL DESTRUCTION OF TREE ROOTS FROM EXCAVATION AND SCRAPING.
TREE PROTECTION MEASURES (SEE BELOW) NEED TO BE IMPLEMENTED PRIOR TO ANY SITE CLEARING AND DEMOLITION WORKS COMMENCING.
WHERE SITE CLEARING INTRUDES INTO THE TPZ OF TREES TO BE RETAINED AND/OR TREES IN NEIGHBOURING PROPERTIES CARE MUST BE TAKEN TO PREVENT ANY UNNECESSARY DAMAGE TO TREES AND TREE ROOTS.

BASIC TREE PROTECTION REQUIREMENTS
THE FOLLOWING BASIC TREE PROTECTION MEASURES WILL NEED TO BE IMPLEMENTED PRIOR TO ANY WORK COMMENCING ON SITE AND REMAIN IN PLACE FOR THE DURATION OF WORK.

- BEFORE COMMENCING WORK ON SITE, THE CONTRACTOR IS REQUIRED TO MEET WITH THE CONSULTANT ARBORIST TO REVIEW ALL WORK PROCEDURES, ACCESS ROUTES, STORAGE AREAS AND TREE PROTECTION MEASURES.
- TEMPORARY PROTECTIVE FENCING TO A MINIMUM HEIGHT OF 1.8M MUST BE ERRECTED ALONG THE PERIMETER OF THE TPZ (OR MODIFIED TPZ) FOR ANY TREES THAT ARE TO BE RETAINED ON THE SITE. PRIOR TO ANY MACHINERY OR MATERIALS BEING BROUGHT ON SITE AND BEFORE ANY WORKS INCLUDING DEMOLITION COMMENCES.
- ONCE ERRECTED PROTECTIVE FENCING MUST NOT BE REMOVED OR ALTERED WITHOUT APPROVAL FROM THE PROJECT ARBORIST.
- PROTECTIVE FENCING NEEDS TO BE IN ACCORDANCE WITH AS 4687. SIGNS IDENTIFYING THE TPZ SHOULD BE PLACED AROUND THE PROTECTIVE FENCING.
- CONSTRUCTION VEHICLES AND STORAGE AREAS MUST REMAIN OUTSIDE FENCED AREAS ALWAYS.
- IF TREE ROOTS ARE ENCOUNTERED OR DAMAGED DURING CONSTRUCTION THEY NEED TO BE CUT CLEANLY TO SOUND TISSUE WITH SHARP SECATEURS OR A PRUNING SAW.
- SURPLUS CONSTRUCTION MATERIALS (E.G. SOIL, CEMENT, BASE ROCK ETC.) ARE NOT TO BE STORED OR TO REMAIN INSIDE THE TREES' TPZ.
- ADDITIONAL TREE PRUNING REQUIRED DURING CONSTRUCTION MUST BE CARRIED OUT BY AN APPROPRIATELY QUALIFIED CONTRACTOR AND IN ACCORDANCE WITH AUSTRALIAN STANDARDS 4373:2007, PRUNING OF AMENITY TREES AND NOT BY CONSTRUCTION PERSONNEL.
- ALL UNDERGROUND SERVICES INCLUDING DRAINAGE AND IRRIGATION MUST BE ROUTED OUTSIDE OF TREES' TPZS, IF THIS IS NOT POSSIBLE EXCAVATION IS TO BE CARRIED OUT BY TUNNELLING OR BORING BENEATH THE TREE PROTECTION ZONE.
- TREES RETAINED ON SITE ARE TO BE REGULARLY WATERED (MINIMUM WEEKLY) DURING PERIODS OF DRY CONDITIONS WITHIN THE TREE PROTECTION ZONE.
- IF TREES ARE DAMAGED DURING CONSTRUCTION, IT SHOULD BE EVALUATED AS SOON AS POSSIBLE BY THE PROJECT ARBORIST SO THAT APPROPRIATE TREATMENTS CAN BE APPLIED.
- EROSION CONTROL SUCH AS SILT FENCING, DEBRIS BASINS AND WATER DIVISION METHODS SHALL BE INSTALLED TO PREVENT SILTATION AND/OR EROSION WITHIN THE TREE PROTECTION ZONE.
- IF TEMPORARY ACCESS ROADS MUST PASS OVER THE ROOT AREAS (TPZ) OF TREES TO BE RETAINED A ROAD BED OF 150MM OF MULCH OR CRUSHED ROCK SHALL BE CREATED TO PREVENT SOIL COMPACTION WITHIN THE TREE'S ROOT AREA. THE ROAD BED MATERIAL SHALL BE MAINTAINED TO A DEPTH OF 150MM THROUGHOUT CONSTRUCTION.
- ONCE CONSTRUCTION IS COMPLETED ALL FOREIGN (NON-ORGANIC) DEBRIS NEEDS TO BE REMOVED FROM WITHIN THE TREE PROTECTION ZONE.

TREE PROTECTION ZONES (TPZ) AND FENCING

TREE PROTECTION MEASURE ARE TO BE IN ACCORDANCE WITH AUSTRALIAN STANDARD AS 4970 - 2009. PROTECTION OF TREES ON DEVELOPMENT SITES OR AS OTHERWISE APPROVED IN WRITING BY THE RESPONSIBLE AUTHORITY.
TREE PROTECTION FENCING MUST BE CONSTRUCTED OF STAR PICKET AND CHAIN MESH (OR SIMILAR) AND REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE, TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY.
THE TREE PROTECTION FENCING MUST BE MAINTAINED AT ALL TIMES AND MAY ONLY BE REMOVED THE MINIMUM AMOUNT NECESSARY FRO APPROVED BUILDINGS AND WORKS TO OCCUR WITH A TPZ. THE MOVEMENT OF THE FENCING TO ALLOW SUCH BUILDINGS AND WORKS SHALL ONLY OCCUR FOR THE PERIOD THAT SUCH BUILDINGS AND WORKS ARE UNDERTAKEN, AFTER WHICH TIME THE FULL EXTENT OF THE FENCING MUST BE REINSTATED. NO VEHICULAR OR PEDESTRIAN ACCESS, TRENCHING OR SOIL EXCAVATION IS TO OCCUR WITHIN A TPZ, SAVE FOR THAT ALLOWED TO COMPLETE THE APPROVED DEVELOPMENT. NO STORAGE OR DUMPING OF TOOLS, EQUIPMENT OR WASTE IS TO OCCUR WITHIN A TPZ. WHERE APPLICABLE TO A TREE ON A NEIGHBOURING LOT, A TPZ ONLY APPLIES WHERE WITHIN THE SUBJECT SITE. ANY PRUNING WORKS MUST BE CARRIED OUT IN ACCORDANCE WITH THE AUSTRALIAN STANDARD AS 4373 - 2007: PRUNING OF AMENITY TREES.

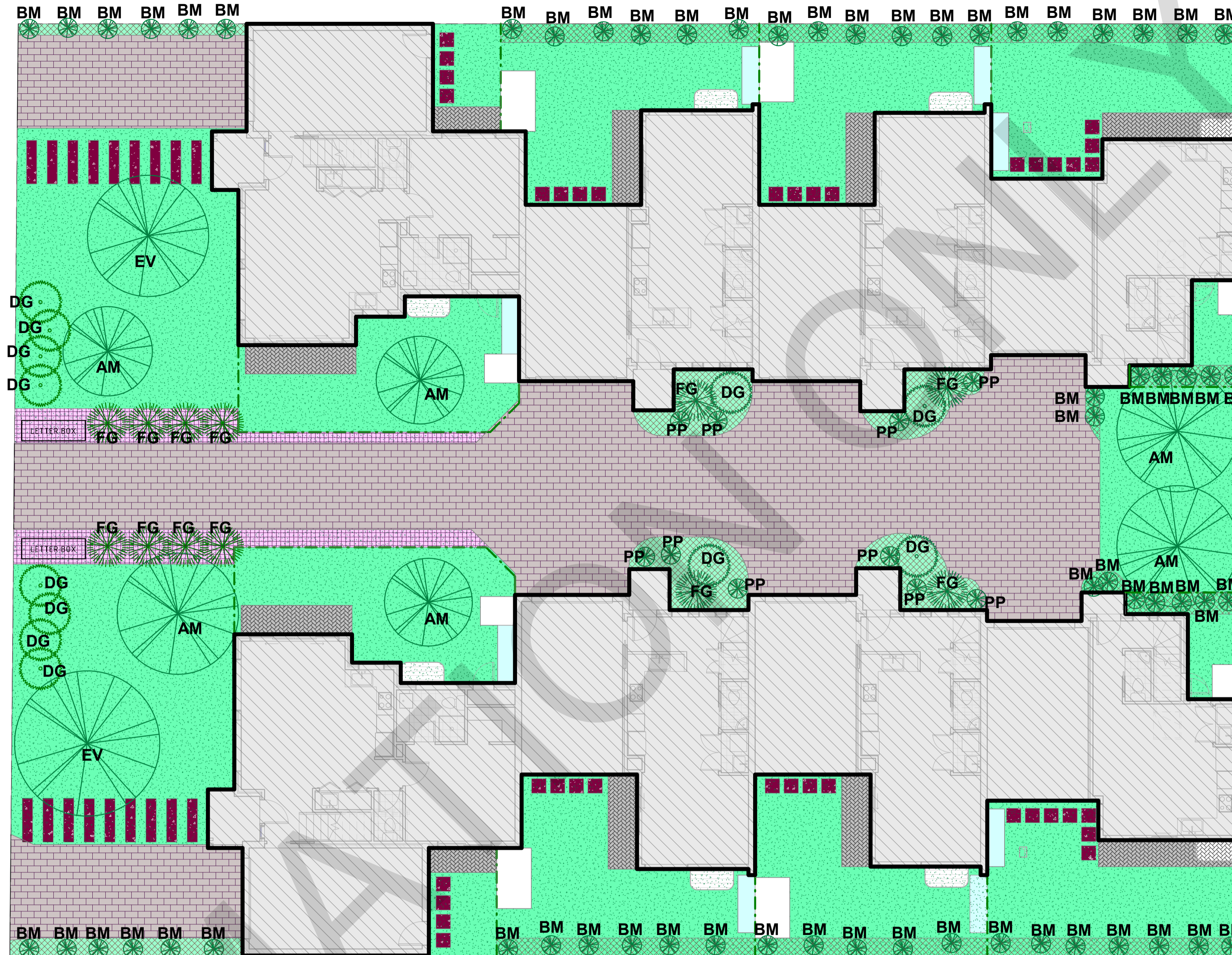
CANOPY TREE MUST BE A MINIMUM 1.5m HIGH AT THE TIME OF PLANTING.

EXISTING TREES DETAILS AS PER ARBORIST REPORT.

SPECIFICATION NOTES
THE CONTRACTOR SHOULD SPECIFY CONSTRUCTION METHODS TO CLIENT. ALL MEASUREMENTS AND HEIGHTS (STEPS) SHOULD BE CHECKED PRIOR TO QUOTATION. ALL STRUCTURES INCLUDING BUT NOT LIMITED TO PAVEMENTS, PERGOLAS, DRIVEWAYS, RETAINING WALLS ETC, SHOULD BE SIGNED OFF BY AN ENGINEER PRIOR TO COMMENCEMENT OF WORKS. CONTRACTOR TO VERIFY LOCATION OF ALL SERVICES, PRIOR TO COMMENCEMENT OF ANY WORKS.

SITE PREPARATION
BUILDING MATERIAL, RUBBISH AND WEEDS TO BE REMOVED FROM PLANTING AREAS PRIOR TO BEGINNING OF LANDSCAPE WORKS.

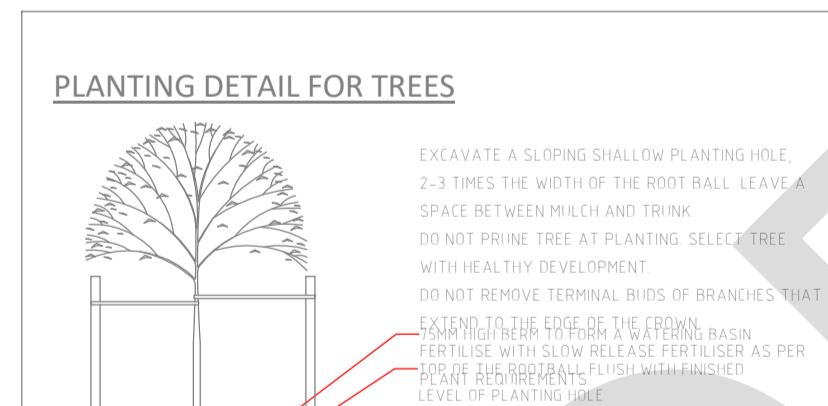
SUB GRADE
GARDEN BEDS ARE TO BE DUG TO A DEPTH OF NO LESS THAN 150MM BELOW FINISHED GROUND LEVELS. SUB GRADE TO BE TESTED TO DETERMINE PH, SALINITY AND GYPSUM REQUIREMENT. GYPSUM TO BE SPREAD AT MANUFACTURERS RECOMMENDED RATE AND CULTIVATED INTO SUB GRADE IF THERE IS A CLAY SUB SURFACE.
BEDS TO BE FILLED WITH 150MM OF PREMIUM COMPOST TO GET THE NEW PLANTS STARTED. LAYER OF SANDY LOAM TO BE ADDED TO ALL LAWN AREAS.
LAWN STARTER TO BE ADDED BEFORE PLANTING OF MUNNS ARID FESCUE LAWN SEED OR INSTANT TURF. SATURATED TO BE SPREAD OVER NEW SOIL TO ASSIST IN WATER PENETRATION, THIS SHOULD BE RE-APPLIED EVERY 3-4 MONTHS.
MULCH
TO BE SPREAD OVER ALL GARDEN BEDS TO A DEPTH OF 75-100MM TO SUPPRESS WEEDS AND RETAIN MOISTURE. CAREFUL POSITIONING OF MULCH IS REQUIRED AROUND THE BASE OF PLANTS TO KEEP MULCH AWAY FROM PLANT STEMS.
MULCH TYPE TO BE A MIXTURE OF COARSE AND FINE PARTICLES OF MINIMUM 60 PERCENT WOOD CHIPS. MULCH TO BE RE-APPLIED EVERY 3 - 6 MONTHS AS REQUIRED.
WATER
SEVERAL TIMES AFTER PLANTING TO ENSURE WATER PENETRATES INTO THE SOIL.
AN IN-GROUND AUTOMATIC DRIP IRRIGATION SYSTEM TO BE INSTALLED TO ALL GARDEN AREAS AND PLANTER BOXES (IF APPLICABLE) IN ACCORDANCE WITH CURRENT LOCAL WATERING REGULATIONS
TIMBER EDGING
TO BE THE FLEXIBLE 10 X 90MM HARDWOOD STRIPS.
THE TIMBER TO BE FIXED TO HARDWOOD STAKES SPACED AT A MAXIMUM DISTANCE APART OF 900MM WITH GALVANISED SCREWS. AT NO TIMES DO THE TIMBER EDGING OVERLAP. WHEN JOINING 2 LENGTHS OF TIMBER, USE A 300MM LENGTH AT THE REAR OF THE EDGING TO CONNECT THE 2 LENGTHS.
HARDWOOD STAKES AND CONNECTION PIECES TO BE A MINIMUM OF 20MM BELOW THE TOP OF THE EDGING.
GRAVEL
TO BE A LOCALLY SOURCED GRANITIC SAND OR PEBBLE TO A MINIMUM DEPTH OF 75MM.
TREES
ARE TO BE STAKED WITH TWO (2) 1500MM X 25MM X 25MM HARDWOOD HDD STAKES, DRIVEN 600MM INTO GROUND. TREES TO BE TIED WITH STRAP CANVAS OR SIMILAR (SEE TREE DETAIL). REFER TO ANY ARBORIST'S REPORT FOR DETAILS ON ANY SIGNIFICANT EXISTING TREES



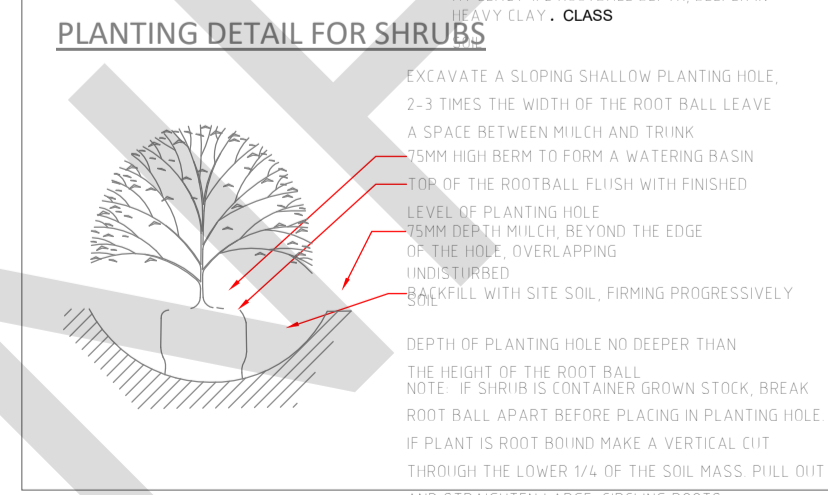
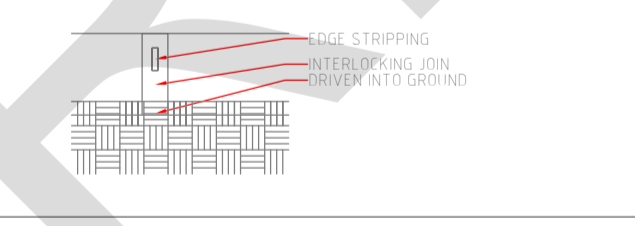
PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720009
Application Ref. No: PLN-42875
Endorsed to show compliance with Condition (s) 2, 3
Sheet 5 of 5 Date: 30/05/2024

LEGEND

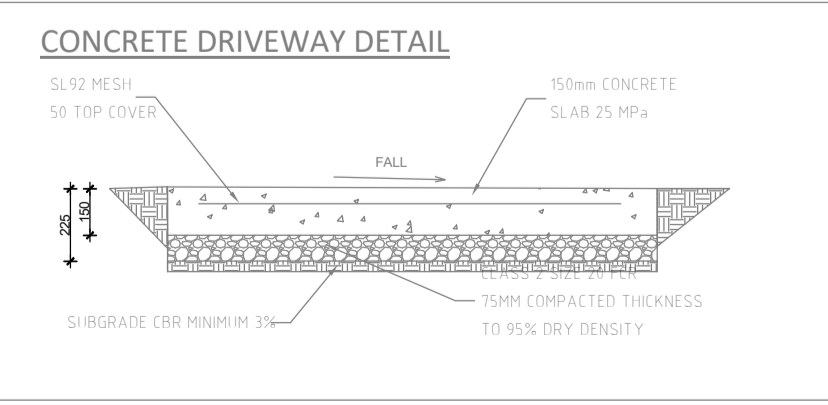
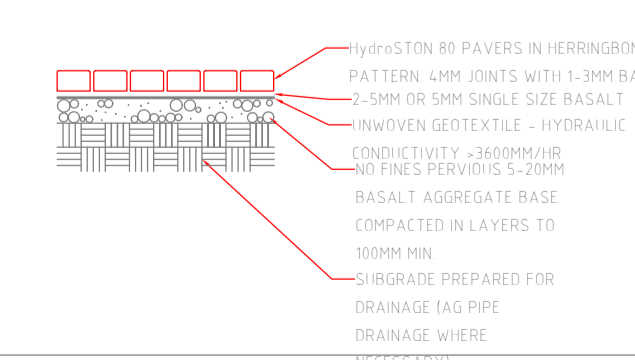
- PROPOSED LAWN/ GARDEN BED
- PROPOSED PERMEABLE DRIVEWAY
- PROPOSED CONCRETE PAVER BOARD
- PROPOSED PEAMEABLE PAVER/SLABS
- PROPOSED FEATURE PEBBLE STONE
- PROPOSED COLORED MULCH WOOD



PROVIDE 'WHITES 1180MM GARDEN EDGING STRIP' OR SIMILAR BETWEEN ALL CHANGES IN SURFACES.



HYDROSTONE 80 PREVIOUS DRIVING PAVING DETAIL



PLANTING SCHEDULE						
KEY	BOTANICAL NAME	COMMON NAME	QTY	PLANTING DENSITY	POT SIZE	FINAL SIZE (H x W)
	TURF AND LAWN SUBSTITUTES					
CC	CENCHRUS CLANDESTINUS	EUREKA KIKUYU	497m ²		ROLL TURF	
	GROUNDCOVER, TUSsocks, SHRUBS					
PP	POMADERIS PRUNFOLIA	PLUM-LEAF POMADERIS	10	1000mm	140mm	3X2.5m
BM	BRACHYCOMBE MULTIFIDA	CUT-LEAFED DAISY	62	600mm	50mm	0.2X0.3m
DG	DIETES GRANDIFLORA	WILD IRIS	11	1000mm	50mm	1X1m
FG	FESTUCA GLAUCA	BLUE FESCUE	12	600mm	50mm	0.2X0.3m
	TREES					
EV	EUCALYPTUS VIMINALIS	MANNA GUM	2		200mm	30X10m
AM	ACACIA MELANOXYLON	BLACKWOOD WATTLE	6		1000mm	12X4m

IMPORTANT NOTE
NOTE: IT IS THE OWNER/BUILDERS RESPONSIBILITY TO ENSURE THAT THIS ARCHITECTURAL DRAWING IS READ IN CONJUNCTION & CONFORMS WITH ENDORSED PLANNING PERMIT DOCUMENTS AND CONDITIONS.
*DO NOT SCALE THIS DRAWING
*FIGURED DIMENSIONS TO TAKE PRECEDENCE OVER SCALE.
BUILDERS TO CONFIRM DIMENSIONS ON SITE PRIOR TO COMMENCEMENT
SITE & FLOOR LEVELS TO BE CONFIRMED ON SITE BY BUILDER PRIOR TO COMMENCEMENT OF ANY WORKS.

REV.	DESCRIPTION	ISSUE BY	DATE
A	DRAWING AMENDMENT	RM	30.05.24

SHEET No. **TP05/WD05**
JOB No. 20246692
DRAWN: RM CHECK: MM
TOWN PLANNING

PROJECT: PROPOSED UNITS DEVELOPMENT
AT: 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074
FOR: Ironsons Homes



P (03) 9467 6954 M 0403 568 160
48 Bell Street, Heidelberg Heights, VIC 3081
info@miskdesign.com.au
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New Homes
Unit Developments
Extensions
Commercial

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PROPOSED UNITS DEVELOPMENT AT 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074

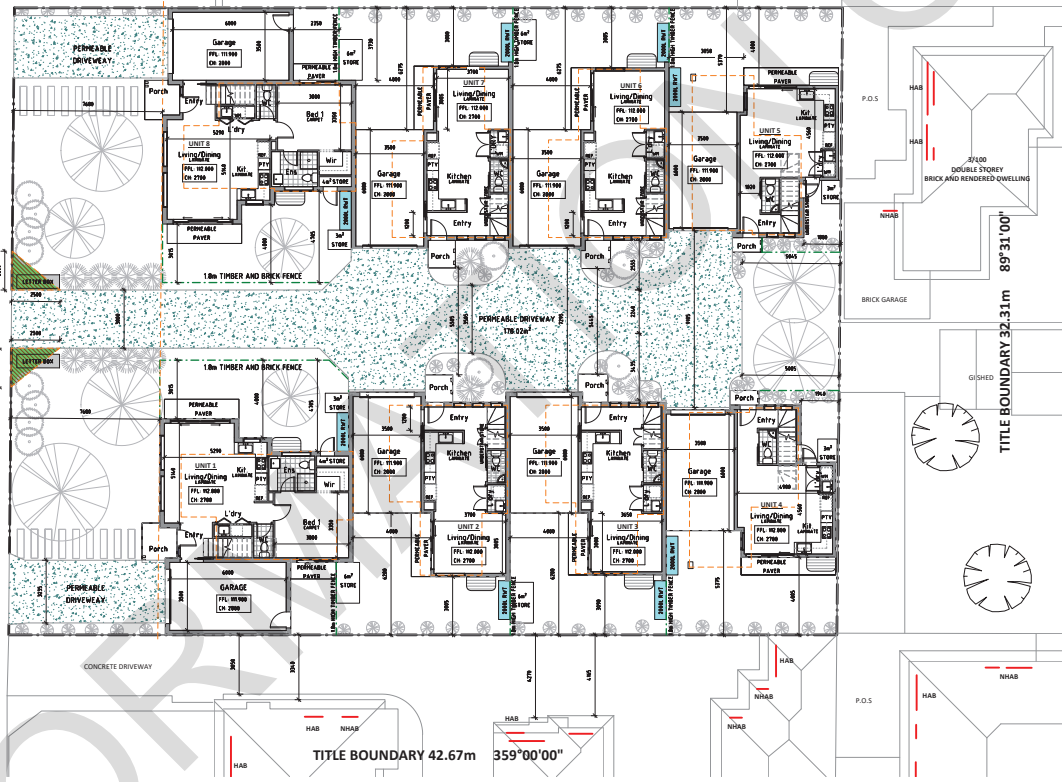
CEDAR STREET

TITLE BOUNDARY 32.31m 89°31'00"

TITLE BOUNDARY 42.67m 179°00'00"

TITLE BOUNDARY 32.31m 89°31'00"

TITLE BOUNDARY 42.67m 359°00'00"



GROUND FLOOR PLAN
 SCALE: 1:100 @A1

PROPOSED UNITS DEVELOPMENT AT 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074

IMPORTANT NOTE
 NOTE: IT IS THE RESPONSIBILITY OF THE CLIENT TO ENSURE THAT THIS ARCHITECTURAL DRAWING IS READ IN CONJUNCTION WITH ALL RELEVANT PLANNING PERMIT DOCUMENTS AND CONDITIONS. THIS DRAWING DOES NOT SCALE. THE DRAWING IS FOR INFORMATION ONLY. BUILDERS TO COMPARE DIMENSIONS ON SITE PRIOR TO COMMENCEMENT OF ANY WORKS.

REV	DESCRIPTION	DATE	BY

SHEET No. **TP02/WD05**

JOB No. 2024002

DRAWN: RM CHECK: MJ

TOWN PLANNING

PROJECT: PROPOSED UNITS DEVELOPMENT AT 77-79 CEDAR STREET, THOMASTOWN, VIC, 3074

FOR: Ironsons Homes

misk

P: (03) 947 8554 M: 040 565 180
 48 Ball Street, Heidelberg Heights, VIC 3081
 ironsons@risk.com.au
 ironsons.com.au


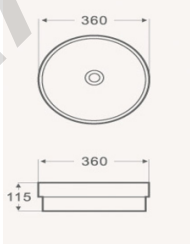

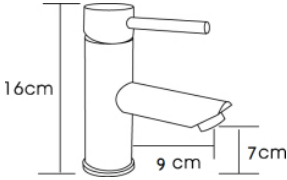
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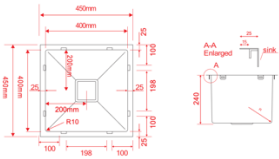


159 OHERNS ROAD
 EPPING.VIC-3076
 P:0434320222, 1300120222
 info@bathandkitchen.com.au


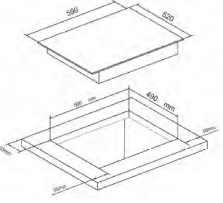

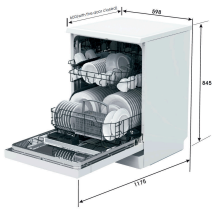
Builder: IRONSONS HOMES
Client's Name: CON
Address: 77-79 CEDAR ST,
THOMASTOWN
Email:
Contact No:
Date: 01/05/24

Employee's name: SUPRIYA

ITEM PICTURE	SPECIFICATION	CODE
		<p>RBK-3134D</p> <p>INSERT IN BASIN NO OVERFLOW</p>
 <p>BL162</p>		<p>BL162</p> <p>MATT BLACK BASIN MIXER</p>

		<p>S001B MATT BLACK SHOWER RAIL</p>
		<p>RBK-2132 BACK TO WALL RIMLESS TOILET SUITE</p>
	<p>600MM</p>	<p>TOWEL RAIL</p>
		<p>ROLL HOLDER</p>
		<p>BVS490 PWD VANITY</p>
		<p>NR2080MB TOWEL RING</p>
		<p>RBK-45 LAUNDRY SINK U.M / TOP MOUNT</p>

		<p>BKM201 LAUNDRY MIXER</p>
		<p>RBK-88 UNDERMOUNT / TOP MOUNT KITCHEN SINK</p>
		<p>17C-106B KITCHEN MIXER</p>
		<p>ER52UMBG 52CM EURO BLACK UNDERMOUNT RANGEHOOD</p>
		<p>EO605VBK 600MM BLACK EURO BUILT IN OVEN</p>

		<p>ECT600C4 EURO 600MM CERAMIC COOKTOP</p>
		<p>ED614BK EURO 600MM BLACK DISHWASHER</p>

INFORMATION ONLY