



## **CONTRACT OF SALE**

**Vendor: Harsimran Kaur**  
**Property: 4 Billabong Circiut, Epping VIC 3076**

Prepared By:  
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VIC

**Property: 4 Billabong Circuit, Epping**

As per the new legislation we enclose a GST Withholding Notice for you and your client's attention.

Our Client, Harsimran Kaur, confirms the Purchaser, **IS NOT** required to remit any GST to the ATO pursuant to the GST Withholding clause in the Contract of Sale dated .

**GST WITHHOLDING NOTICE – NO PAYMENT REQUIRED**

Affective of the 1 July 2018, purchasers of new residential properties and subdivisions are now required to withhold and remit GST directly to the ATO unless the purchaser is purchasing the property for a creditable purpose.

**Property Details**

Property Type	Residential Dwelling
Property Address	4 Billabong Circuit, Epping VIC 3076
Lot and Plan	205 PS519648C
Volume and Folio	10866/925

**Vendor Details**

Vendors Full Name	Harsimran Kaur
Vendor ABN	

**Transaction Details**

Purchase Price	\$
GST Withholding amount	No amount payable

Vendor's Signature \_\_\_\_\_

Date \_\_\_\_\_

# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**Property Address: 4 Billabong Circuit, Epping VIC 3076**

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 -

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

**SIGNED BY THE VENDORS** ..... on ...../...../20.....

Print name of person signing Harsimran Kaur

State nature of authority if applicable N/A

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

### IMPORTANT NOTICE TO PURCHASERS

#### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave 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 or within 3 clear business days **before or after** a publicly advertised auction; 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 have 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) **Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of 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.

PARTICULARS OF SALE

REAL ESTATE AGENT: Harcourts Rata & Co

VENDOR: Harsimran Kaur

VENDOR'S REPRESENTATIVE: SINGH PROPERTY TRANSFERS  
Contact Person – Jaspal Singh  
Ph: 03 9631 2788  
Email: [info@singhpropertytransfers.com.au](mailto:info@singhpropertytransfers.com.au)  
Office: 45 Miller Street, Epping VIC - 3076  
Ref: 26:9684:Kaur

PURCHASER: Name/s: .....  
.....  
Address: .....

PURCHASER'S REPRESENTATIVE: Name: .....  
Address: .....  
Tel: ..... Email: .....

STREET ADDRESS: 4 Billabong Circiut, Epping VIC 3076  
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 205 on PS519648C.  
Certificate of Title VOLUME: 10866 FOLIO: 925

CHATTELS: All fixtures, floor coverings, electric light fittings and window furnishings as inspected.

PRICE: \$ \_\_\_\_\_

DEPOSIT: \$ \_\_\_\_\_ PAYABLE BY \_\_\_/\_\_\_/\_\_\_ OF WHICH  
\$ \_\_\_\_\_ HAS BEEN PAID.

BALANCE: \$ \_\_\_\_\_

SETTLEMENT/PAYMENT OF BALANCE is due on \_\_\_/\_\_\_/\_\_\_  
(general condition 10)  
being the **SETTLEMENT DATE** or earlier by mutual agreement. And is the date upon which vacant possession / or receipts of the rents and profits of the property and chattels shall be given, namely upon acceptance of Title and payment of the whole of the purchase price, unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; or
- 14 days after the purchaser's representative has been notified of the registration of the Plan of Subdivision; or
- 14 days after the purchaser's representative has been notified of the issuing of the certificate of occupancy or certificate of completion

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

**GST** (refer to general condition 13)

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

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

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

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

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

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

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

**Encumbrances**

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

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

**Special conditions**

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

**Loan (refer to general conditions 14)**

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

Lender:

Loan Amount: \$

Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Off the Plan Concession

### FOR OWNER OCCUPIER ONLY

#### Apportionment for Price and Land and Home- Fixed Percentage Method

The Vendor and the Purchaser agree that the Price is apportioned as follows:

Class of building	Fixed % building works component
<input type="checkbox"/> Single lot freestanding	45%
<input type="checkbox"/> Multi-lot low rise up to and including three storeys	80%
<input type="checkbox"/> High rise	75%

$$\begin{array}{rclcl}
 \text{Contract price including GST} & \times & \text{\% of building works component} & \text{Equals} & \text{100\% building works components} \\
 \$ \boxed{\phantom{000000}} & \times & \boxed{\phantom{000000}} \% & = & \$ \boxed{\phantom{000000}} \\
 \text{From (1) above} & & \text{From (2) above} & & 
 \end{array}$$

Actual % of construction works completed after the contract  %

$$\begin{array}{rclcl}
 \text{100\% building Deemed construction costs after the contract} & \times & \text{works component Deemed \% con} & \text{Equals} & \text{works components after the contract*} \\
 \$ \boxed{\phantom{000000}} & \times & \boxed{\phantom{000000}} \% & = & \$ \boxed{\phantom{000000}} \\
 \text{From (3) above} & & \text{Please round up, ie 60\&, 70\%} & & 
 \end{array}$$

Deemed percentage construction works after contract, is the rounded up percentage (up to the next 10 per cent increment) of construction to be completed after the contract date. For example, if 63 per cent of the construction is still to be completed after the date the contract was signed, then the rounded up percentage would be 70 per cent. If no construction has commenced, then it would be 100 per cent.

$$\begin{array}{rcl}
 \text{The contract price (total price paid including GST)} & & \$ \boxed{\phantom{000000}} \\
 \text{From (1) above} & & \\
 \text{Less the cost of construction occurring after the contract including GST} & \text{less} & \$ \boxed{\phantom{000000}} \\
 \text{From (5) above} & & \\
 \text{The dutiable value for the lot} & \text{Equals} & \$ \boxed{\phantom{000000}}
 \end{array}$$

# CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

## TITLE

### 1. Encumbrances

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

### 2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

### 3. Identity of the land

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

### 4. Services

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

### 5. Consents

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

### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

- 7. Release of security interest**
- 7.1** This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2** For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## MONEY

### 10. Settlement

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

### 11. Payment

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

### 12. Stakeholding

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

### 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## TRANSACTIONAL

- 16. Time**
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. Service**
- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Nominee**
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. Liability of signatory**
- Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.
- 20. Guarantee**
- The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
- 21. Notices**
- The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. Inspection**
- The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- 23. Terms contract**
- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

**24. Loss or damage before settlement**

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

**25. Breach**

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

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

**DEFAULT**

**26. Interest**

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

**27. Default notice**

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

**28. Default not remedied**

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

## Special Conditions

1

### 1A Acceptance of title

General condition 12.4 is added:

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.

### 1B Foreign resident capital gains withholding

\*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### 3 Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

### 4 No representations

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 of this contract.

### 5 Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

### 6 Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

### 7 Auction

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

### 8 Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

### 9 FIRB Approval

- 9.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 9.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 9.3 This warranty and indemnity do not merge on completion of this contract.

### 10. Solar Panels

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

### 11. Goods

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

### 12. Cancellation and Re-Scheduling of Settlement

The Purchaser will be liable for payment of the Vendor's costs associated with cancellation and or re-scheduling of settlement. The Purchaser will be liable for \$220.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the Purchaser's representative.

### 13. Variations

The Buyer acknowledges that pictures provided of building including exteriors and interiors in this contract are digitally generated and are intended for illustrative purposes only and may not necessarily reflect the final product.

The Vendor reserves the right to make variations to the facade, plans, materials, and color selections as they deem necessary during the construction process. These variations may be made without notice to the Buyer.

The Buyer understands and agrees that no changes or alterations to the initial facade, plan, material, colors, appliances, or selections shall be requested during the construction process. The right to make any such changes solely rests with the Vendor.

The Buyer agrees not to make any claims or demands for alterations to the agreed-upon specifications. The Vendor's decision regarding these matters is final, and the Buyer shall accept the property in accordance with the final specifications determined by the Vendor.

#### **14. Plan of Subdivision (If Applicable)**

Settlement Date shall be on the date noted on the Contract of Sale OR within 14 days of approval of the Plan of Subdivision by the Registrar of Titles OR within 14 days of the Purchaser receiving the Certificate of Occupancy, whichever is the latter.

If the Plan of Subdivision is not registered within eighteen (18) months after the day of sale, either the Purchaser or the Vendor may after the expiration of that eighteen (18) months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.

The Vendor reserves the right to make alteration to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the Purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, occupation or otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.

Words used in this special condition that are defined in the Building Act 1993 ("the Act") have the same meaning as is given to them by the Act.

The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of Titles.

#### **15. Windfall Gains Tax (If Applicable)**

The Purchaser and Vendor acknowledge and agree that in the event a rezoning event occurs in accordance with the Planning and Environment Act in respect of the Property which is sold and purchased pursuant to this Contract which results in any Windfall Gains Tax (WGT) amount being assessed against the Vendor or Property pursuant to the Windfall Gains Act or other statutory instrument between the Day of Sale and Settlement, then the Purchaser acknowledges and agrees that it must pay an amount equivalent to the WGT amount assessed on the Vendor or Property at Settlement by way of an adjustment to the Price in favour of the Vendor on Settlement.

In the event a WGT amount is assessed on the Vendor or Property between the Day of Sale and Settlement, the Purchaser acknowledges that the Vendors obligation to proceed to Settlement will be subject to and conditional upon the Purchaser paying the WGT amount to the Vendor.

The Purchaser acknowledges that in the event the Purchaser fails to complete Settlement, but a rezoning event has occurred in relation to Property (or any portion of the Property) after the Day of Sale, notwithstanding the Purchaser's failure to complete the Contract, the Purchaser and the Purchaser Guarantors separately indemnify the Vendor for the total WGT amount that is assessed on the Vendor and/or the Property. This Special Condition 6 survives termination and Settlement of this Contract.

The Vendor and Purchaser acknowledge and agree that in the event that a rezoning event occurs in relation to the Property (or any portion of the Property) after the Day of Sale and before Settlement, then any additional rates, charges, duties or taxes assessed by a relevant Authority between the date of rezoning and the Settlement date will be payable by the Purchaser on demand. In the event that the Purchaser fails to complete Settlement and a rezoning event has occurred in relation to the Property (or any portion of the Property) after the Day of Sale, the Purchaser and Purchaser Guarantors separately indemnify the Vendor for any additional rates, charges, duties or taxes assessed by a relevant Authority and which the Purchaser must pay directly to the Authority on demand.

#### **16. NO LAND TAX ADJUSTMENT**

Where the Day of Sale is 1/1/2024 or later, and the Sale Price of the Property is less than \$10,000,000.00, General Condition 15 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the Property, and the Purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at Settlement or otherwise.

#### **17. Adjustments and Supporting Documents**

Purchaser's legal representative/solicitor/conveyancer shall promptly furnish all necessary adjustments, accompanied by supporting certificates. Failure to provide such certificates shall constitute default by the purchaser, absolving the vendor of any obligation to proceed with property settlement until all requisite certificates, including but not limited to those from council, water, land tax, and owners corporation, are furnished.

**GUARANTEE**

The Guarantors described below, in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth hereby for ourselves our respective Executors and Administrators covenant with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

This Guarantee shall also be a continuing Guarantee in the instance the vendor and the purchaser substitute a Contract in place of the Contract to which this Guarantee is attached and then this Guarantee will extend to a Guarantee on the substituted Contract and the purchaser under that Contract.

**SIGNED SEALED AND DELIVERED**

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..... )



## VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

**VENDOR** Harsimran Kaur  
**LAND BEING SOLD** That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 10866 Folio: 925 and known as

**STREET ADDRESS** 4 Billabong Circiut, Epping VIC 3076

### IMPORTANT NOTICES TO PURCHASERS

**MATTERS RELATING TO LAND USE** - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

a) Description: As attached.

b) Particulars of any existing failure to comply with their terms are: - **None to the Vendor's knowledge** However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is** access to the property by road.

The land **is not** in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme: Whittlesea Planning Scheme

The responsible authority is: Whittlesea

Zoning and/or Reservation: Refer to property report below

Name of Planning overlay: Refer to property report below

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

**FINANCIAL MATTERS IN RESPECT OF THE LAND-** Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$5000.00**

1. Whittlesea
2. Yarra Valley Water
3. Owners Corporation details (if applicable)
4. State Revenue Office Land Tax (if applicable)

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:

- Owners Corporation (if applicable) special levies
- Land Tax if the property is not exempt as your principal place of residence
- Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

**NON- CONNECTED SERVICES** – The following services are not connected to the land:

Not applicable

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

**INFORMATION RELATING TO ANY OWNERS CORPORATION-**

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

**EVIDENCE OF TITLE-** Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
  - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988-
  - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
  - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
  - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
  - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - II. If the later plan has not yet been certified, a copy of the latest version of the plan

**BUILDING PERMITS**- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

No such building permit has been granted to the Vendor's knowledge.

**INSURANCE DETAILS IN RESPECT OF THE LAND**- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

**NOTICES MADE IN RESPECT OF LAND**- 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 that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

INFORMATION ONLY

**VENDOR'S STATEMENT**- I confirm that this statement has been prepared solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I understand that this statement is only current until any of the details contained herein change and will not hold Singh Property Transfers responsible if it is not updated or if it is used by any real estate agent other than those it is first forwarded to by Singh Property Transfers.

I have read the statement and its attachments and accept sole responsibility for the accuracy of the information contained herein or omissions made. I will keep the property and all improvements thereon full insured until the final settlement of this matter.

I certify that, other than those contained in this statement and its attachments, I am not aware of any:

- variation between the land occupied by me and the land described in the certificate/s of title (including the occupation of adjacent land which is not being sold herein) or any other rights over the land (such as a right of way)
- any proposal in relation to any other property which may affect the land being sold
- any failure to comply with a planning or building regulations or permit (including the failure to obtain a permit)
- the property being affected any flooding, landslip or other environmental issues
- any latent defects

DATE OF THIS STATEMENT

DAY OF

20

*Signature/s of Vendor/s* .....

**PURCHASER'S ACKNOWLEDGEMENTS-**

The purchaser hereby acknowledges that they received a copy of this vendors statement executed by the vendor prior to entering in to any contract of sale. The Purchaser also acknowledges that the information herein is provided solely by the vendor and that no statement or representation contained herein are made by Singh Property Transfers as to anything in relation to the property. The purchaser agrees that if they require an updated owners corporation certificate they will apply and pay for the certificate or information.

DATE OF ACKNOWLEDGMENT

DAY OF

20

*Signature/s of Purchaser/s* .....

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

Page 1 of 2

VOLUME 10866 FOLIO 925

Security no : 124133961654K  
Produced 21/04/2026 01:22 PM

### LAND DESCRIPTION

Lot 205 on Plan of Subdivision 519648C.  
PARENT TITLE Volume 10819 Folio 615  
Created by instrument PS519648C 08/04/2005

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
HARSIMRAN KAUR of 175 DAREBIN DRIVE LALOR VIC 3075  
AK699285U 06/11/2013

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS837409T 19/12/2019  
WESTPAC BANKING CORPORATION

COVENANT PS519648C 08/04/2005

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AC782656R 05/04/2004

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AD586934Y 29/04/2005

### DIAGRAM LOCATION

SEE PS519648C 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: 4 BILLABONG CIRCUIT EPPING VIC 3076

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 19/12/2019

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

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DOCUMENT END

INFORMATION ONLY



# Imaged Document Cover Sheet

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Document Identification	<b>PS519648C</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>21/04/2026 13:22</b>

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<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION 3</b>	Plan Number <b>PS 519648C</b>
----------------------------	----------------	---------------------------------	----------------------------------

Location of Land  
 Parish: WOLLERT  
 Township: -  
 Section: 10  
 Crown Allotment: -  
 Crown Portion: 4 (PART)  
 Title References  
 C/T VOL10819 FOL 615  
 Last Plan Reference: Lot B on PS 513912U

Postal Address: 100B Anglers Drive  
 (At time of subdivision) EPPING 3076

AMG Co-ordinates: E 326 700  
 (Of approx. centre of plan) N 5 833 400 Zone 55

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1, 2 & 3 RESERVE No. 4	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL TXU Electricity Limited (ACN 064 651 118)

**Council Certification and Endorsement**

Council Name: WHITTLESEA CITY COUNCIL Ref: 605539

1. ~~This Plan is certified under Section 6 of the Subdivision Act 1988:~~
2. This plan is certified under section 11(7) of the Subdivision Act 1988  
Date of original certification under section 6 ...../...../
3. ~~This is a statement of compliance issued under section 24 of the Subdivision Act 1988:~~
  - OPEN SPACE
  - (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.
  - (ii)
  - (iii) The requirement has been satisfied.

~~The requirement is to be satisfied in Stage-~~

Council delegate  
 Council seal  
 Date / /

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate  
 Council seal  
 Date 24/2/05

**Notations**

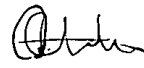
Depth Limitations: DOES NOT APPLY

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

Lots 1 to 179 (both inclusive) have been omitted from this plan

Survey: This plan is based on survey AP 121957D & AP 122159D  
 (To be completed where applicable)

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

Easement Information					LR use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	Received <input checked="" type="checkbox"/>
SEE SHEET 2					Date: 24/3/05
					LR use only PLAN REGISTERED TIME 4:23pm Date: 8/4/05  Assistant Registrar of Titles.

<b>HAYSTON ESTATE - STAGE 3 (40 LOTS)</b>	<b>AREA OF STAGE - 6.958ha</b>	Sheet 1 of 9 Sheets
---	--------------------------------	---------------------

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 Project Management  
 Landscape Architecture  
 Environmental Science  
 Agricultural Engineering



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<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION</b>	Plan Number <b>PS 519648C</b>
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Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Electricity Supply	See Diag.	C/E E 315622	State Electricity Commission
E-2	Drainage & Sewerage	3	This Plan	Land in this Plan
E-2	Sewerage	3	This Plan	Yarra Valley Water Limited
E-2	Drainage	3	This Plan	Whittlesea City Council
E-3	Drainage	2	This Plan	Whittlesea City Council
E-4	Sewerage	2	This Plan	Yarra Valley Water Limited
E-5	Drainage & Sewerage	3.50	This Plan	Land in this Plan
E-5	Sewerage	3.50	This Plan	Yarra Valley Water Limited
E-5	Drainage	3.50	This Plan	Whittlesea City Council
E-6	Drainage & Sewerage	2	This Plan	Land in this Plan
E-6	Sewerage	2	This Plan	Yarra Valley Water Limited
E-6	Drainage	2	This Plan	Whittlesea City Council
E-7	Drainage, Wetland, Floodway & Stormwater Quality Management Purposes	See Diag.	This Plan	Melbourne Water Corporation
E-7	AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS NUMBER AA0821	SEE DIAG	AD956021M	MELBOURNE WATER CORPORATION
E-8	Sewerage	2	This Plan	Yarra Valley Water Limited
E-8	Electricity Supply	2	C/E E 315622	State Electricity Commission
E-8	Drainage, Wetland, Floodway & Stormwater Quality Management Purposes	2	This Plan	Melbourne Water Corporation
E-8	AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS NUMBER AA0821	SEE DIAG	AD956021M	MELBOURNE WATER CORPORATION
E-9	Electricity Supply	See Diag.	C/E E 315622	State Electricity Commission
E-9	Drainage, Wetland, Floodway & Stormwater Quality Management Purposes	See Diag.	This Plan	Melbourne Water Corporation
E-9	AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS NUMBER AA0821	SEE DIAG	AD956021M	MELBOURNE WATER CORPORATION
E-10	Sewerage	2	This Plan	Yarra Valley Water Limited
E-10	Drainage, Wetland, Floodway & Stormwater Quality Management Purposes	2	This Plan	Melbourne Water Corporation
E-10	AS SET OUT IN MEMORANDUM OF COMMON PROVISIONS NUMBER AA0821	SEE DIAG	AD956021M	MELBOURNE WATER CORPORATION

Sheet 2 of 9 Sheets

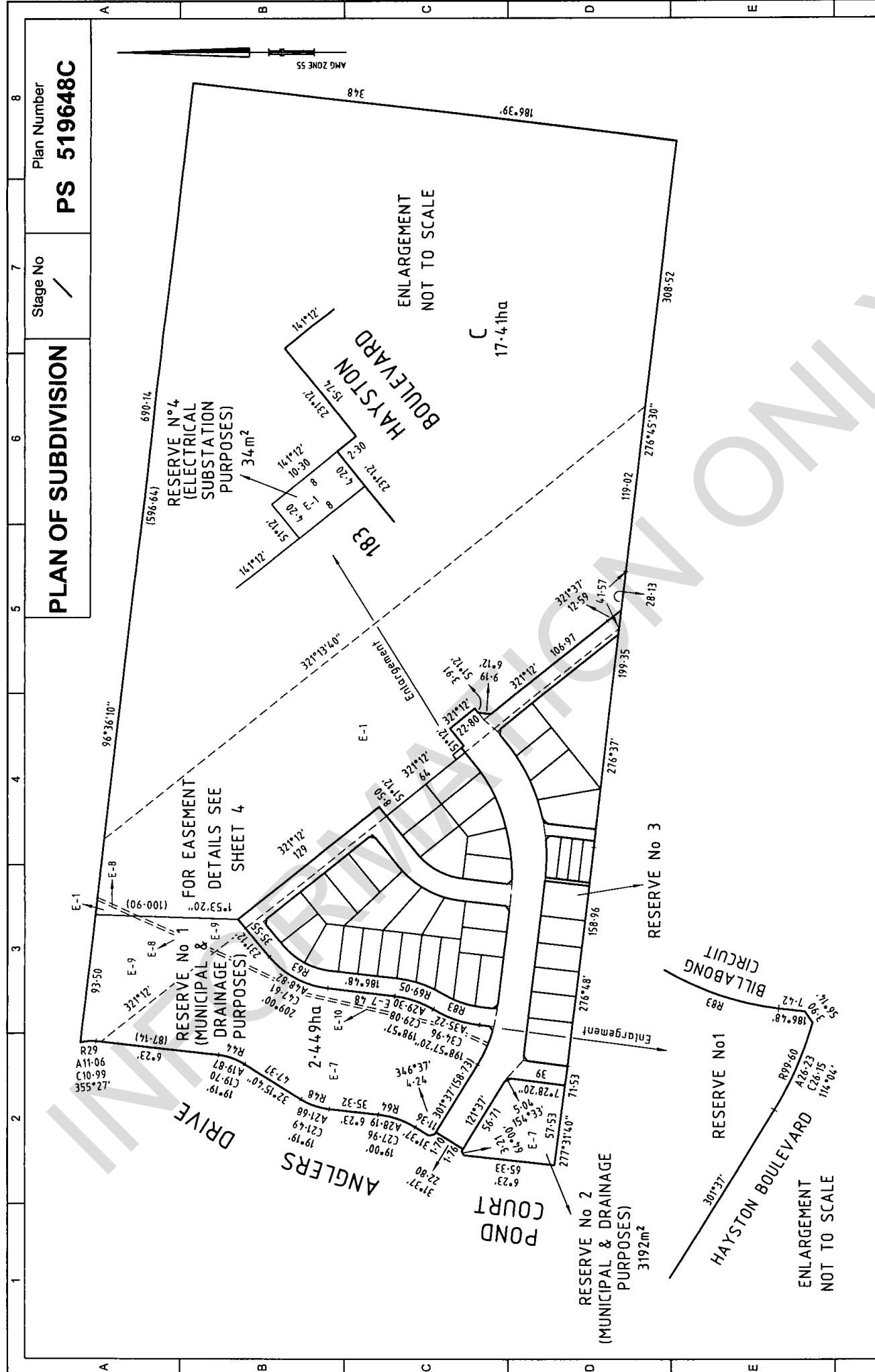
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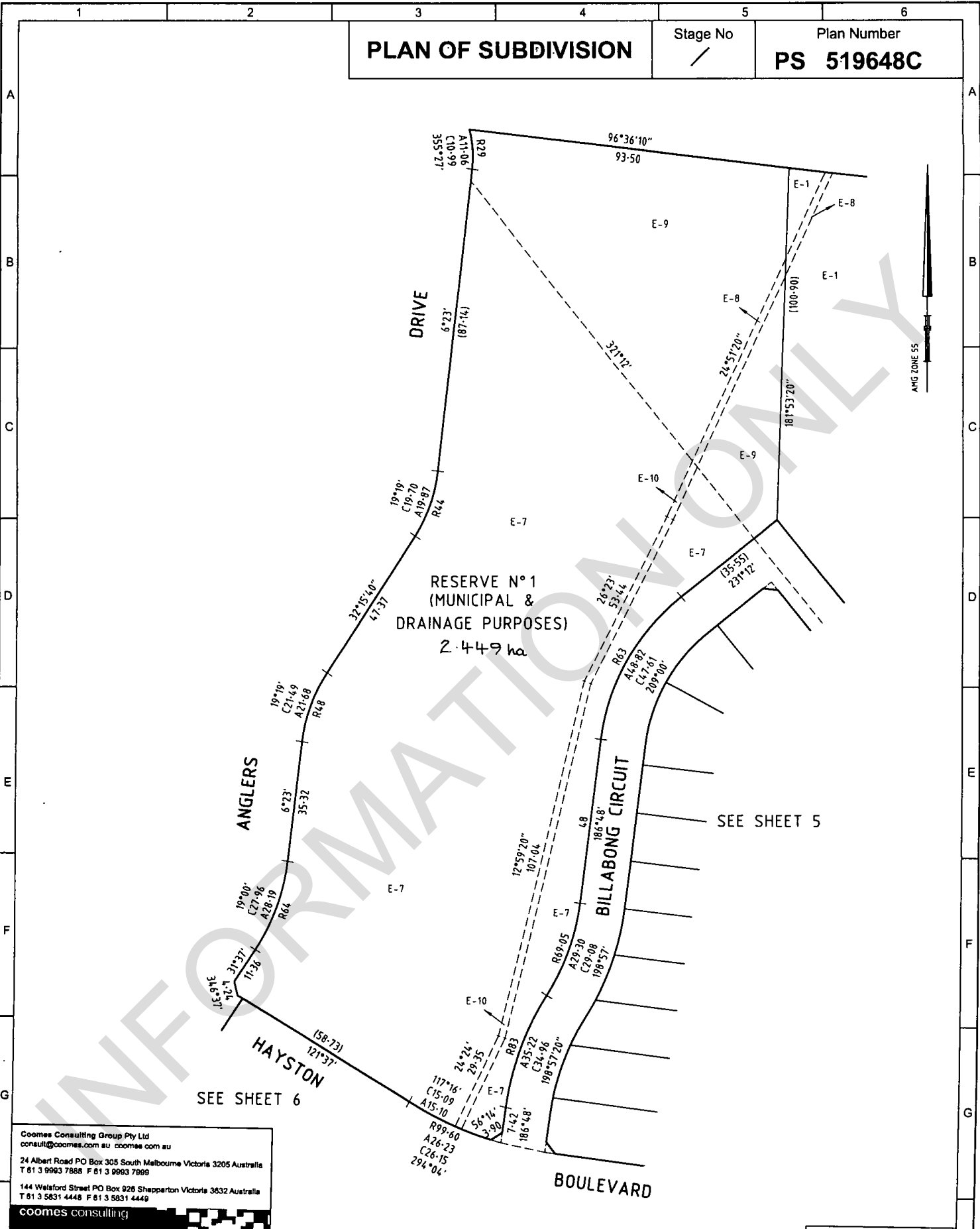
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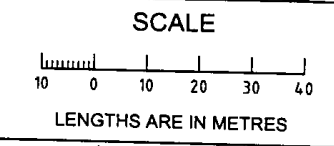
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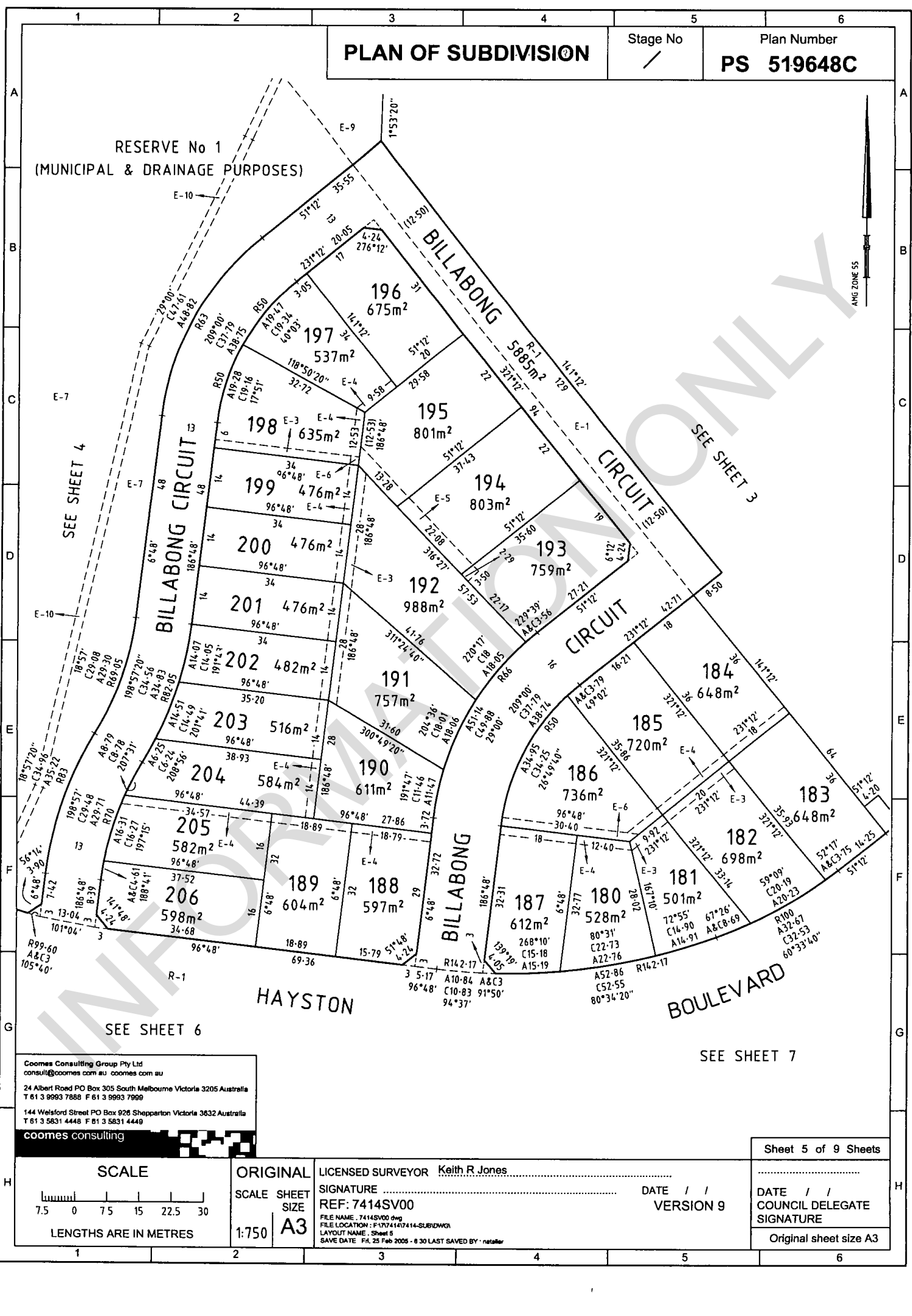
# PLAN OF SUBDIVISION

Stage No  
/

Plan Number

## PS 519648C

RESERVE No 1  
(MUNICIPAL & DRAINAGE PURPOSES)



ANG ZONE 55

SEE SHEET 3

SEE SHEET 4

SEE SHEET 6

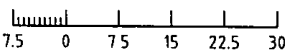
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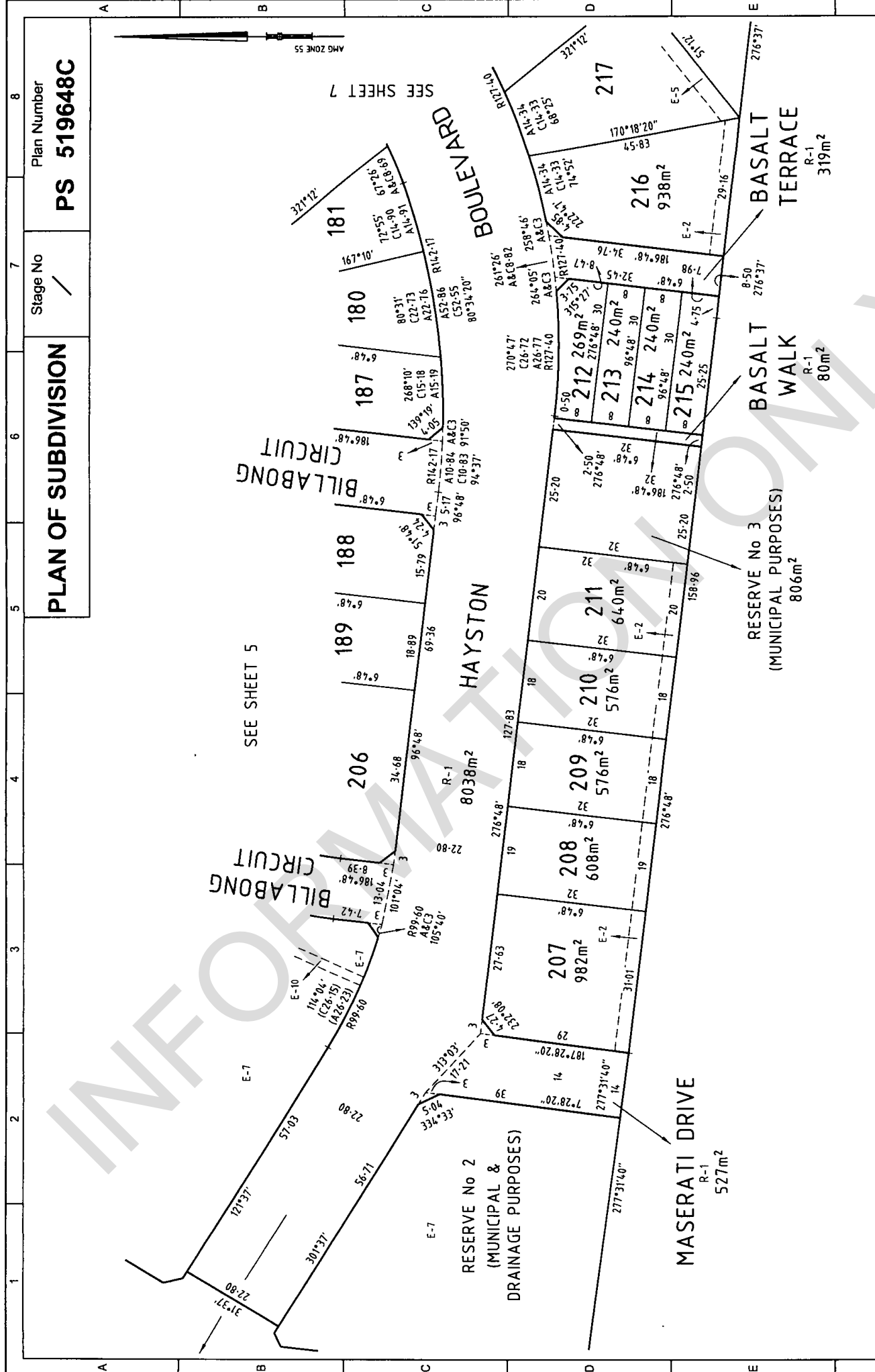
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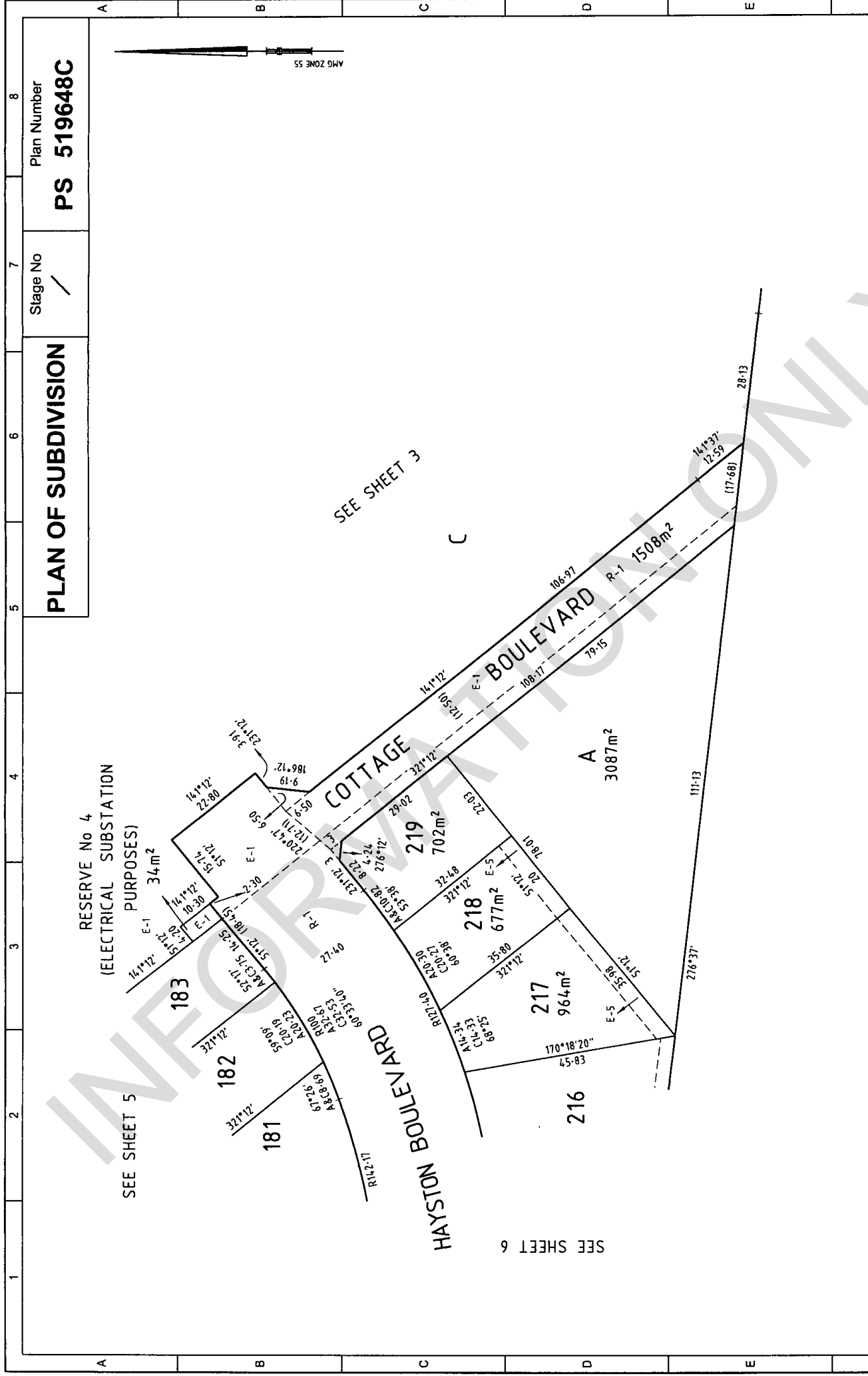
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<p><b>Coomes</b></p> <p>Engineering &amp; Surveying</p> <p>Town Planning &amp; Design</p> <p>Project Management</p> <p>Landscape Architecture</p> <p>Environmental Science</p> <p>Agricultural Engineering</p> <p>Consulting Group Pty Ltd</p> <p>24 Albert Road South Melbourne Vic 3205 Australia</p> <p>ACH 60027633 Tel (61) 3 9953 7888 Fax (61) 3 9953 7999</p> <p>Email: <a href="mailto:consult@coomes.com.au">consult@coomes.com.au</a> Web: <a href="http://www.coomes.com.au">www.coomes.com.au</a></p>	<p>1 2 3 4 5 6 7 8</p>



Plan Number  
**PS 519648C**

Stage No  
/

**PLAN OF SUBDIVISION**

<p>Engineering &amp; Surveying Town Planning &amp; Design Project Management Landscape Architecture Environmental Science Agricultural Engineering</p> <p><b>Coomes</b> Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia ACN 050 099 603 Tel (61) 9993 7888 Fax (61) 9993 7999 Email: coomes@coomes.com.au Web: www.coomes.com.au</p>	<p>SCALE</p> <p>75 0 75 15 225 30</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE SHEET SIZE</p> <p>1:750 A3</p>	<p>LICENSED SURVEYOR (PRINT) ... Keith R. Jones</p> <p>SIGNATURE ..... DATE / /</p> <p>VERSION 9</p>	<p>Sheet 7 of 9 Sheets</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
	<p>SEE SHEET 5</p>			<p>DATE / /</p>

	<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION</b>	Plan Number <b>PS 519648C</b>
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CREATION OF RESTRICTION

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



For the purposes of this restriction:

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

LAND TO BENEFIT: Lots 180 to 219 (all inclusive) on this plan.

LAND TO BE BURDENED: Lots 180 to 219 (all inclusive), Reserve No 3 and Roads R-1 on this plan.

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

- 1) Construct more than one dwelling on any lot on this plan.
- 2) For Lots 199 to 202 and 212 to 215 (all inclusive) construct any dwelling outside the area shown thus  on Sheet 9 of this plan.
- 3) Reserve No 3 and Roads R-1 construct any building within the tree exclusion zone shown thus  on Sheet 9 of this plan.

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

Sheet 8 of 9 Sheets

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Landscape Architecture  
Environmental Science  
Agricultural Engineering

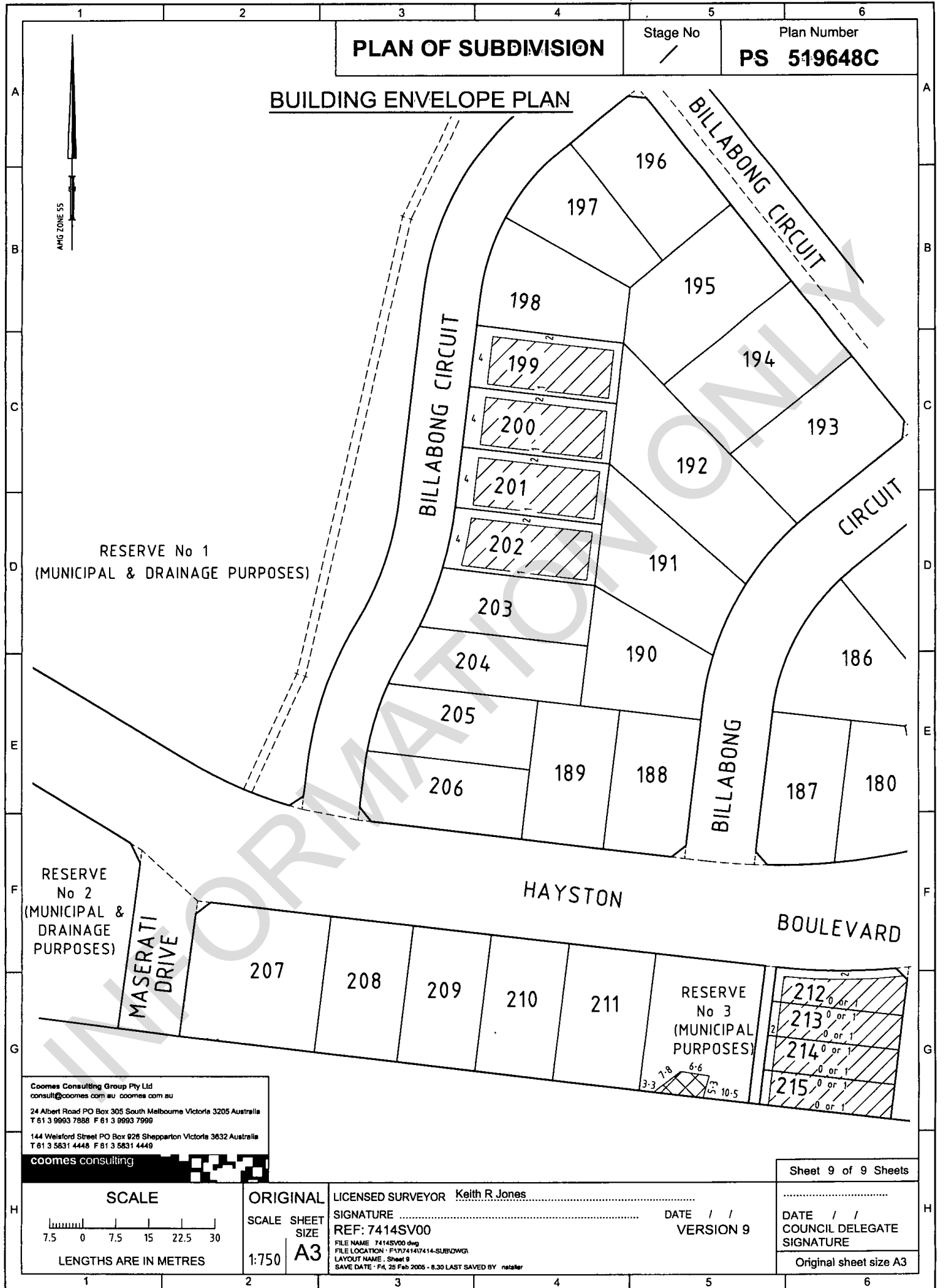


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Email [consult@coomes.com.au](mailto:consult@coomes.com.au) Web [www.coomes.com.au](http://www.coomes.com.au)

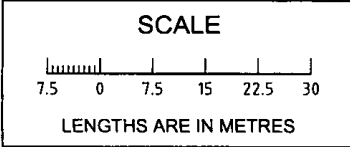
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FORM 13

AD586934Y

Schedule 1 of the *Planning and Environment Regulations* 1998



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



s. 181 (1)

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by: PETER DAVIS  
~~BAZZANI BRAND DAVIS~~  
 Name: ~~BEST HOOPER~~  
 Phone: 96001800  
 9670 8951  
 Address: 14/200 Queen Street, Melbourne  
 563 Little Lonsdale Street, Melbourne  
 Ref: PD:NB:405190  
 TVR:KW:03051084

Customer Code: 27004  
0485 U

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

Land: Certificate of Title Volume <sup>10866</sup> ~~10819~~ Folio <sup>898</sup> ~~515~~ (Part Lot B), Hayston Boulevard, Epping.

VOLUME 10866 FOLIO 898 INCLUSIVE

Authority: City of Whittlesea, FERRIS BOULEVARD, SOUTH MORANG

Section and Act under which Agreement made:  
Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

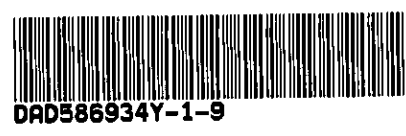
Signature for the Authority:

Name of Officer: GRAEME BRENNAN

Position Held: CHIEF EXECUTIVE OFFICER

Dated: 4/2/05

*Dr 29/4/05*





2

THIS AGREEMENT made the 4<sup>th</sup> day of February 2003

**BETWEEN**

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

**AND**

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

**WHEREAS:**

- A. The Owner is the registered proprietor of the Land contained in Certificates of Title Volume ~~10678 Folio 005 and Volume 10679 Folio 875~~ <sup>10866 Folio 898</sup> ~~situated at 110 Epping Road, Epping ("the Land")~~ <sup>to 10866 Folio 939 inclusive (Lot C) Hayston Boulevard, Epping-</sup>
- B. On 27 May 2003 the Council issued Permit No. 707589 ("Permit") allowing the Land to be subdivided in stages in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Conditions 21 and 23 of the Permit require the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Permit is attached to this Agreement and marked "A".
- C. The parties enter into this agreement:-
  - (a) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Land and the vicinity thereof;
  - (b) to comply with conditions 21 and 23 of the Permit.
- D. Council is the responsible authority pursuant to the Act for the Planning Scheme.
- E. As at the date of this Agreement, the Land is encumbered by Mortgage Nos. AB622237T and ~~AC540646W~~ <sup>AC782696P</sup> in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Land.

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

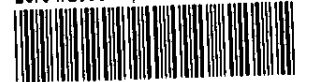
- 1. Without limiting the operation or effect which this agreement otherwise has, the parties hereto acknowledge that this agreement is made pursuant to the provisions of Section 173 of the Planning & Environment Act 1987 and the obligations of the Owner under this Agreement are obligations to be performed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

**AD586934Y**  
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2. Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.
3. The Owner covenants and agrees that:-
  - (a) the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building or Works on any lot outside of a Building Envelope, without the written consent of Council;
  - (b) during any Building and Works on the Land, the Tree Exclusion Zone must be fenced and treated in accordance with the document attached to this Agreement and marked "C".
  - (c) the Owner will not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building or Works within any Tree Exclusion Zone;
  - (d) the Owner must ensure that no Tree to be Retained is destroyed, felled, lopped, ringbarked or uprooted without the written consent of Council.
4. The Owner covenants and agrees that the Owner of each lot which borders on any Reserve must, at its own cost, maintain and repair all fences on the boundaries between their lot and the Reserve to the satisfaction of Council, except where damage is caused to the fence by Council whilst undertaking maintenance works.
5. The Owner further covenants and agrees that:
  - (a) the Owner will do all things necessary to give effect to this Agreement;
  - (b) the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.
6. The Owner warrants and covenants that:-
  - (a) it is the registered proprietor and beneficial owner of the Land;
  - (b) save for a mortgage to Charles Raymond Hay and the ANZ Banking Group Ltd, there are no mortgages or other rights inherent in any person affecting the Land and not disclosed by the usual searches;

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**DAD586934Y-3-5**

- (c) the Land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights, or encumbrances mentioned in Section 42 Transfer of Land Act 1958.
7. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its successors the existence and nature of this Agreement.
8. The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.
9. Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title shall be required to:
- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
  - (b) execute a deed agreeing to be bound by the terms of this Agreement.
10. Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.
11. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be served and the other provisions of this Agreement will remain operative.
12. It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.
13. In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**Act** means the Planning and Environment Act 1987.



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

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

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

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

**lot** means a lot on the Endorsed Plan.

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

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

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

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

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

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

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

**Works** has the same meaning as in the Act.

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14. In this Agreement unless the context admits otherwise:

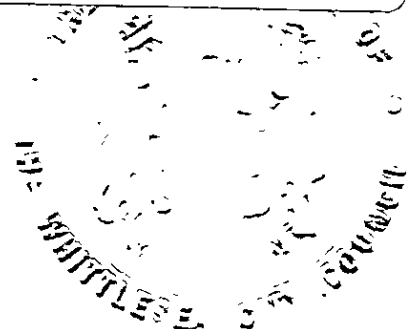
- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (d) If a party consists of more than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

**IN WITNESS WHEREOF:-**



**DAD586934Y-6-0**

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



*[Handwritten Signature]*

Chief Executive Officer

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

AD586934Y

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*Stephen Hay*  
Signature of Director

*Gary Ingram*  
Signature of Secretary

STEPHEN HAY  
Full Name

GARY INGRAM  
Full Name

3 Skyline Drive Maribyrnong  
Usual address

25 CAMBRIDGE PDE MANLY  
Usual address

ANZ Banking Group Ltd as Mortgagee of registered mortgage No. AC540646W consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED by AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
By being SIGNED by it's Attorney Partner Of Gadens Lawyers

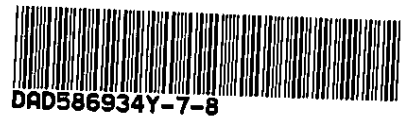
Under Power of Attorney dated 9/10/1992  
A certified copy of which is filed

Charles Raymond Hay as Mortgagee of registered mortgage No. AB622371 consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

in the permanent order Book Number 277 Page 016 and Power of Attorney Dated 12/04/2001 a certified copy of which is filed in Permanent order Book Number 277 as page 017 in the presence of:

*Stephen Hay* *Sonia A Skell*  
as under Power of Attorney

To the Registrar of Titles  
Please register Section 173  
And on completion issue Certificate of Title to Gadens Lawyers.  
Per *[Signature]*  
Gadens Lawyers 027C  
Current Practitioners within the meaning Of the Legal Practice Act 1996 for the Mortgagee: *ANZ Bank Limited*



DAD586934Y-7-8

A

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

**AD586934Y**

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**PLANNING PERMIT**

WHITTLESEA PLANNING  
SCHEME

**ADDRESS OF THE LAND:**

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



DAD586934Y-8-6

**THE PERMIT ALLOWS:**

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

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

**1. Amended Plan Required**

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

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

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

Signature for the  
Responsible Authority:

## IMPORTANT INFORMATION ABOUT THIS NOTICE

### WHAT HAS BEEN DECIDED?

- \* The Responsible Authority has issued a permit.

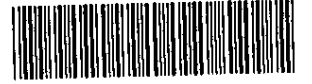
### WHEN DOES A PERMIT BEGIN?

A permit operates:

- \* from the date specified in the permit, or
- \* if no date is specified, from
  - (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.

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### WHEN DOES A PERMIT EXPIRE?



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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.



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- (c) Survey details of the canopy and trunk location and size of all trees proposed to be retained noting that where these differ significantly from the current plans, Council may require the subdivision to be redesigned to properly accommodate the tree or trees.
- (d) The dimensions and layout of turn-arounds in "No-Through" roads, courts, cul-de-sacs, etc. such that the Austroads 8.8m service vehicle can negotiate a three-point turn unencumbered by on-street parking. In addition, the swept path of the service vehicles and the nominated on-street parking for adjacent lots, should be indicated.
- (e) Building envelopes for all lots between 300m<sup>2</sup> and 500m<sup>2</sup> in accordance with Clause 56.06 of the Whittlesea Planning Scheme.

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

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

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

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

3. **Layout Not Altered**

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

4. **Subdivision Restriction**

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

5. **Landscape Masterplan**

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

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

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

Signature for the Responsible Authority:

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

#### 6. Functional Layout Plan Requirements

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

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

#### 7. Demolition of the Old Travellers Inn

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

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



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

Signature for the  
Responsible Authority: 

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8. Landscape Plans

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

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

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

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

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

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

9. Staged Plan

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

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

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

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

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

Signature for the Responsible Authority:

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

**11. Bonding of Approved Landscape Works**

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

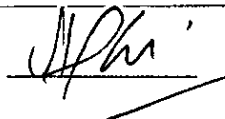
**12. Conduits Requirement**

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



DAD586934Y-13-2

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

Signature for the Responsible Authority: 

**AD586934Y**

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**13. As Constructed Plans**

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

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

**14. Certification Plan Requirements**

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

**15. Stormwater Drainage**

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

The following is noted about the drainage requirements:


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

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

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

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

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

**Signature for the Responsible Authority:** 

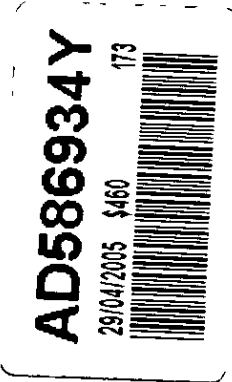




minimum of five days prior to the holding of a pre-commencement meeting on the site of the works.

Works shall only be permitted to commence after the following:

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



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

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

**18. Maintenance Period – Street trees and landscaping works**

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

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

Signature for the Responsible Authority:

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

**19. Embellishment of Open Space**

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

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

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**20. Tree Protection Mechanisms (Plan)**

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

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

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

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

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

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

Date issued: 27 May 2003

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Signature for the

Responsible Authority:



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

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

## 22. Tree Protection Mechanisms (Security Deposit)

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

## 23. Fences adjoining Reserves

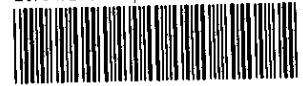
- (a) All fences adjoining Council Reserves are to be erected by the developer at no cost to Council.
- (b) Prior to the issue of the Statement of Compliance, the developer must enter into an agreement pursuant to Section 173 of the Planning and Environment Act, which requires the future maintenance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

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**24. Removal of Topsoil**

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

**25. Street Lighting**

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

**26. Filling of Land**

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

**27. Development Contributions**

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

Note: Development contributions include contributions for Community Infrastructure.

**28. Restrictive Covenant Restriction**

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

**29. Construction Access Maintenance**

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

**30. Erosion and Sediment Control Plan**

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

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

**VicRoads Conditions**

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

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

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

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

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

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

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

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



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

**Melbourne Water Conditions**

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

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**Yarra Valley Water Conditions**

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

**TXU Conditions**

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

**Telstra Conditions**

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

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

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

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

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Country Fire Authority Conditions

Access

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

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**Water Supply**

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

**Protective Features**

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

**SPI PowerNet Conditions**

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

**NOTES:**

**Time Limit Note**



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

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

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

**Signature for the Responsible Authority:**

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

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

**Native Vegetation Note**

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

**Melbourne Water Note**

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

**Amended Permit Note**

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

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



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

Signature for the  
Responsible Authority:

'B'

<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION</b>	Plan Number <b>-PS 519648C</b>
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Location of Land  
 Parish: WOLLERT  
 Township: -  
 Section: 10  
 Crown Allotment: -  
 Crown Portion: 4 (PART)  
 Title References  
 C/T VOL .... FOL ...  
 Last Plan Reference: Lot B on PS 513912U

Postal Address: 100B Anglers Drive  
 (At time of subdivision) EPPING 3076

AMG Co-ordinates: E 326 700 Zone 55  
 (Of approx. centre of plan) N 5 833 400

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref:

1. This Plan is certified under Section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988  
Date of original certification under section 6 ...../...../
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

**OPEN SPACE**  
 (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.  
 (ii)  
 (iii) The requirement has been satisfied.

The requirement is to be satisfied in Stage

Council delegate  
 Council seal  
 Date / /

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate  
 Council seal  
 Date / /

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1, 2 & 3 RESERVE No. 4	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL TXU Electricity Limited (ACN 064 651 118)

**Notations**

Depth Limitations: DOES NOT APPLY

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

Lots 1 to 179 (both inclusive) have been omitted from this plan

Survey: This plan is based on survey AP 121957D & AP 122159D  
 (To be completed where applicable)

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



Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
	SEE SHEET 2			

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Assistant Registrar of Titles.

<b>HAYSTON ESTATE - STAGE 3 (40 LOTS)</b> Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering	<b>AREA OF STAGE - 6.958ha</b>	Sheet 1 of 9 Sheets
 Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia ALN 650 829 635 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999 Email: coomes@coomes.com.au Web: www.coomes.com.au	LICENSED SURVEYOR (PRINT) <u>Keith R. Jones</u> SIGNATURE ..... DATE / / REF: 7414SV00 VERSION 8 FILE NAME: 7414SV00.dwg FILE LOCATION: C:\Documents and Settings\rodml.local\Settings\Temporary Internet Files\IJKLS11 LAYOUT NAME: Sheet 1 SAVE DATE: Wed, 15 Sep 2004 - 10:08 LAST SAVED BY: natalia	LR use only Statement of compliance/ Exemption Statement Received <input type="checkbox"/> Date: / / LR use only PLAN REGISTERED TIME Date: / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION</b>	Plan Number <b>PS 519648C</b>
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Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Electricity Supply	See Diag.	C/E E 315622	State Electricity Commission
E-2	Drainage & Sewerage	3	This Plan	Land in this Plan
E-2	Sewerage	3	This Plan	Yarra Valley Water Limited
E-2	Drainage	3	This Plan	Whittlesea City Council
E-3	Drainage	2	This Plan	Whittlesea City Council
E-4	Sewerage	2	This Plan	Yarra Valley Water Limited
E-5	Drainage & Sewerage	3.50	This Plan	Land in this Plan
E-5	Sewerage	3.50	This Plan	Yarra Valley Water Limited
E-5	Drainage	3.50	This Plan	Whittlesea City Council
E-6	Drainage & Sewerage	2	This Plan	Land in this Plan
E-6	Sewerage	2	This Plan	Yarra Valley Water Limited
E-6	Drainage	2	This Plan	Whittlesea City Council
E-7	Drainage	See Diag.	This Plan	Melbourne Water Corporation
E-8	Sewerage	2	This Plan	Yarra Valley Water Limited
E-8	Electricity Supply	2	C/E E 315622	State Electricity Commission
E-8	Drainage	2	This Plan	Melbourne Water Corporation
E-9	Electricity Supply	See Diag.	C/E E 315622	State Electricity Commission
E-9	Drainage	See Diag.	This Plan	Melbourne Water Corporation
E-10	Sewerage	2	This Plan	Yarra Valley Water Limited
E-10	Drainage	2	This Plan	Melbourne Water Corporation



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Sheet 2 of 9 Sheets

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



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24 Albert Road South Melbourne Vic 3205 Australia  
ACN 050 027 433 Tel: (61 3) 9993 7888 Fax: (61 3) 9993 7999  
Email: consult@coomes.com.au Web: www.coomes.com.au

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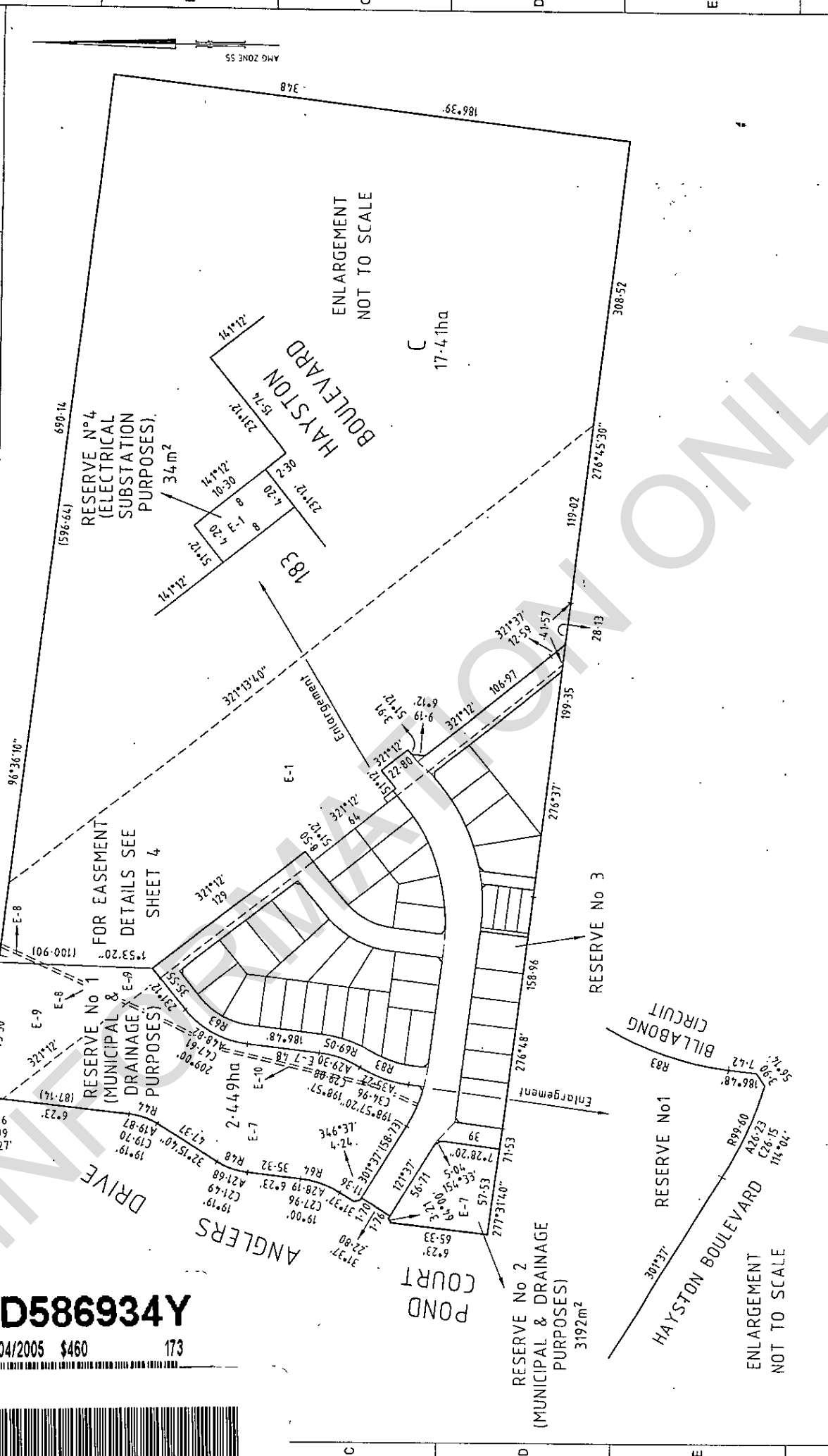
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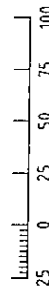
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Plan Number  
**PS 519648C**

**AD586934Y**  
29/04/2005 \$460 173



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<b>Coomes</b> Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering 33 Althen Road South Melbourne Vic 3205 Australia ACN000645 Tel: (61) 9993 7888 Fax: (61) 9993 7999 Email: consult@coomes.com.au Web: www.coomes.com.au	SCALE  LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE 12500 A3	LICENSED SURVEYOR (PRINT) ..... Keith R. Jones SIGNATURE ..... REF 7414SV00 FILE NAME: 7414SV00.dwg LAYOUT NAME: SD - Documents and Settings\Local Subgrids\Temporary Internal Files\04351 SAVE DATE: Wed, 15 Sep 2004 - 10:06 LAST SAVED BY: nairae	SHEET 3 OF 9 SHEETS DATE / / VERSION 8 COUNCIL DELEGATE SIGNATURE
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# PLAN OF SUBDIVISION

Stage No /

Plan Number  
**PS 519648C**



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DRIVE

RESERVE N° 1  
(MUNICIPAL &  
DRAINAGE PURPOSES)

ANGLERS

BILLABONG CIRCUIT

HAYSTON

BOULEVARD

SEE SHEET 5

SEE SHEET 6

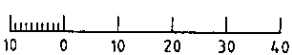
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29/04/2005 \$460 173

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SCALE



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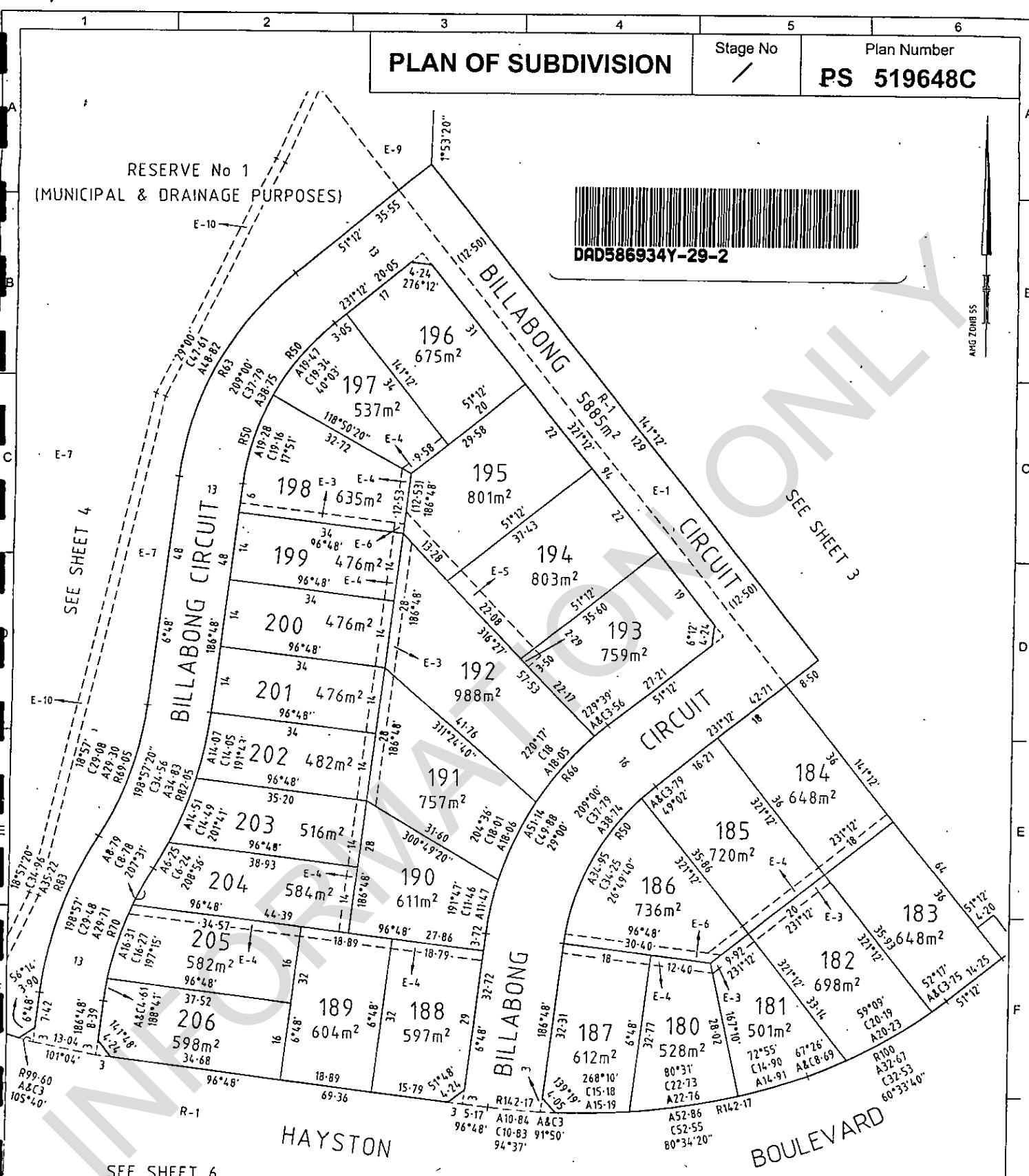
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Plan Number  
**PS 519648C**



RESERVE No 1  
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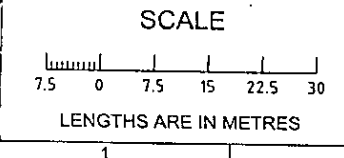


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T 61 3 5831 4448 F 61 3 5831 4449



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PLAN OF SUBDIVISION

Stage No /

Plan Number

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SEE SHEET 5

BILLABONG CIRCUIT

BILLABONG CIRCUIT

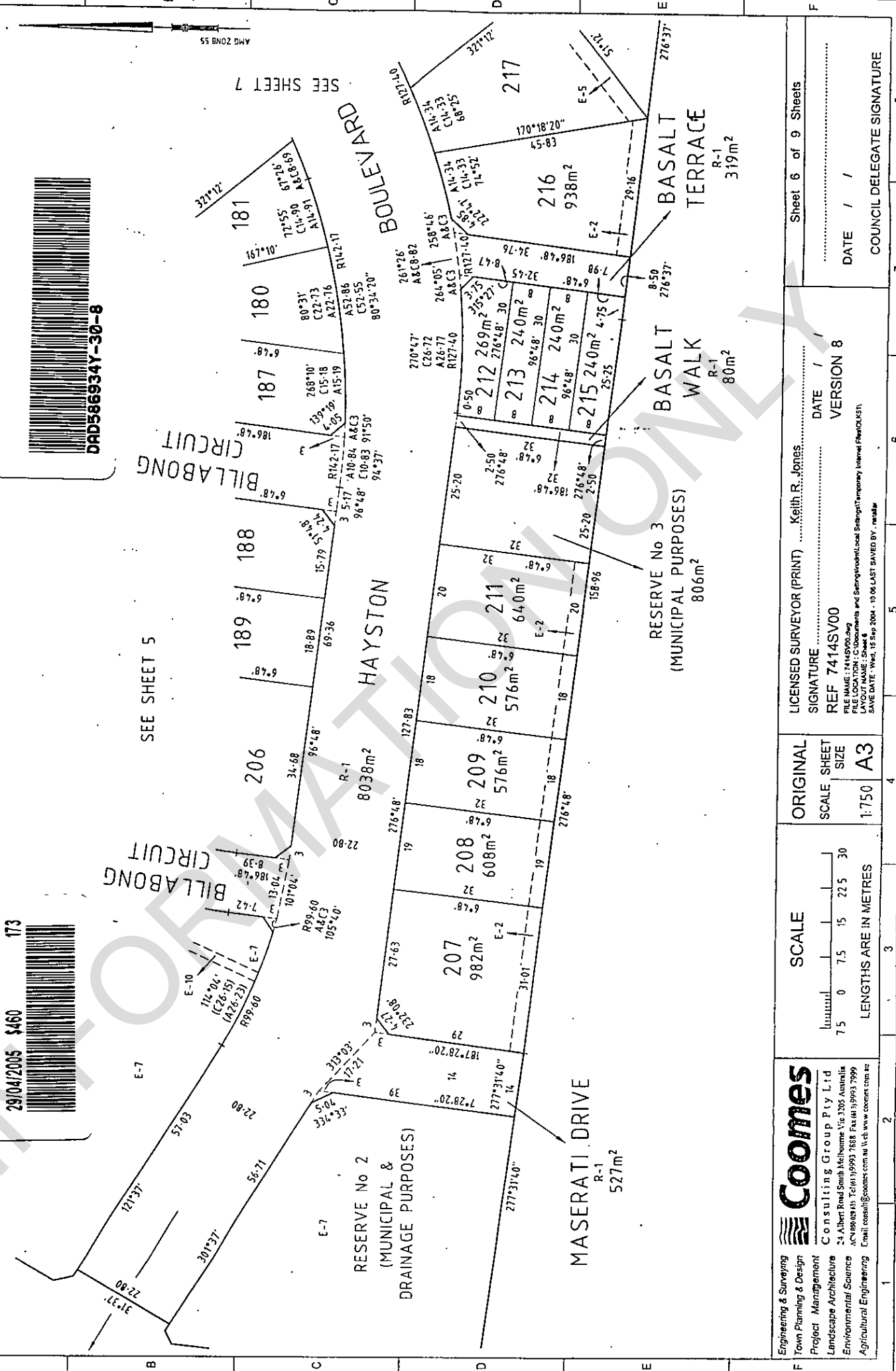
RESERVE No 2  
(MUNICIPAL &  
DRAINAGE PURPOSES)

MASERATI DRIVE  
R-1  
527m<sup>2</sup>

RESERVE No 3  
(MUNICIPAL PURPOSES)  
806m<sup>2</sup>

BASALT WALK  
R-1  
80m<sup>2</sup>

BASALT TERRACE  
R-1  
319m<sup>2</sup>



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Environmental Science  
Agricultural Engineering  
E-mail: coomes@coomes.com.au | Web: www.coomes.com.au

SCALE

1:750	0	7.5	15	22.5	30
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LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

1:750	A3
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LICENSED SURVEYOR (PRINT) **Keith R. Jones** DATE / /  
SIGNATURE DATE / /  
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FILE NAME: 7414SV000.dwg  
FILE LOCATION: C:\Documents and Settings\kraj\My Recent Places\7414SV000.dwg  
LAYOUT NAME: Sheet 6  
SAVE DATE: Wed, 15 Sep 2004 - 10:06 LAST SAVED BY: maha

Sheet 6 of 9 Sheets  
DATE / /  
COUNCIL DELEGATE SIGNATURE

# PLAN OF SUBDIVISION

Stage No  
/

Plan Number

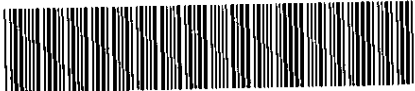
**-PS 519648C**

## BUILDING ENVELOPE PLAN

2.449ha

**AD586934Y**

29/04/2005 \$460 173



DAD586934Y-31-1

RESERVE No 1  
(MUNICIPAL & DRAINAGE PURPOSES)

RESERVE No 2  
(MUNICIPAL & DRAINAGE PURPOSES)

MASERATI DRIVE

HAYSTON

BOULEVARD

Coomes Consulting Group Pty Ltd  
 consult@coomes.com.au coomes.com.au  
 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia  
 T 61 3 9993 7888 F 61 3 9993 7999  
 144 Welsford Street PO Box 926 Shepparton Victoria 3632 Australia  
 T 61 3 5831 4448 F 61 3 5831 4449

**coomes consulting**

### SCALE

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

1750 A3

LICENSED SURVEYOR Keith R Jones

SIGNATURE

REF: 7414SV00

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LAYOUT NAME: Sheet 9  
SAVE DATE: Wed, 15 Sep 2004 - 10:08 LAST SAVED BY: natalia

DATE / /  
VERSION 8

Sheet 9 of 9 Sheets

DATE / /  
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

**PLAN OF SUBDIVISION**

Stage No /

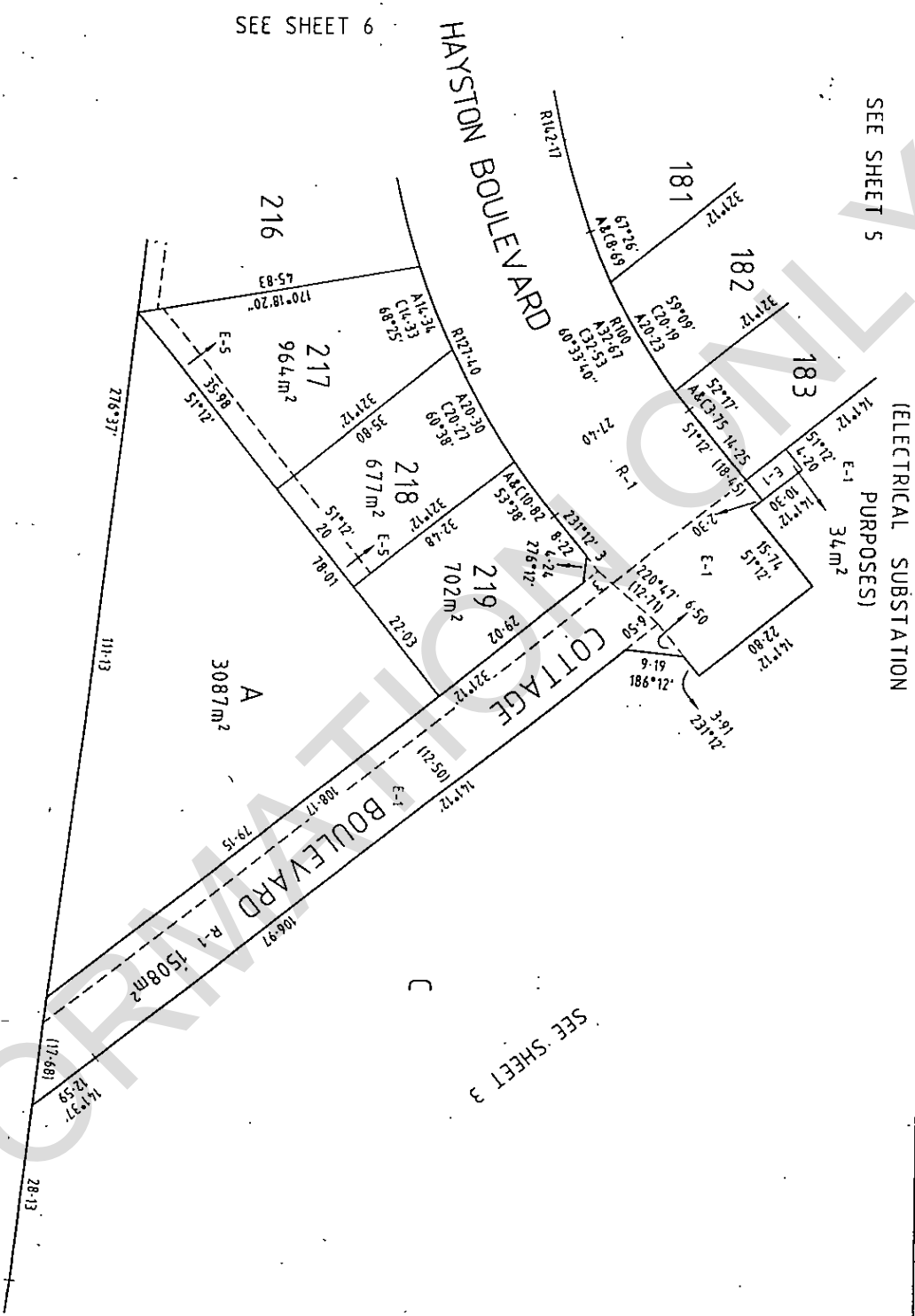
Plan Number **PS 519648C**

**AD586934Y**

29/04/2005 \$460 173



**DAD586934Y-32-5**

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

**Consulting Group Pty Ltd**  
 24 Albert Road South Melbourne Vic 3205 Australia  
 ACN 078 407 749 Tel (61 3) 9593 7388 Fax (61 3) 9593 7999  
 Email: coomes@coomes.com.au Web: www.coomes.com.au

**SCALE**

LENGTHS ARE IN METRES

**ORIGINAL SCALE SHEET SIZE**

1:750 **A3**

**LICENSED SURVEYOR (PRINT) ... Keith R. Jones**

SIGNATURE .....

REF 74145V00

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SAVE DATE: Wed, 18 Sep 2004 - 10:00 LAST SAVED BY: melder

DATE / /

VERSION 8

Sheet 7 of 9 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION</b>	Plan Number <b>PS 519648C</b>
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CREATION OF RESTRICTION

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



For the purposes of this restriction:

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

LAND TO BENEFIT: Lots 180 to 219 (all inclusive) on this plan.

LAND TO BE BURDENED: Lots 180 to 219 (all inclusive), Reserve No 3 and Roads R-1 on this plan.

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

- 1) Construct more than one dwelling on any lot on this plan.
- 2) For Lots 199 to 202 and 212 to 215 (all inclusive) construct any dwelling outside the area shown thus  on Sheet 9 of this plan.
- 3) For Lot 207, Reserve No 3 and Roads R-1 construct any building within the tree exclusion zone shown thus  on Sheet 9 of this plan.

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



DAD586934Y-33-9

**AD586934Y**

29/04/2005 \$460 173



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



**Coomes**  
Consulting Group Pty Ltd  
24 Albert Road South Melbourne Vic 3205 Australia  
ACN 650 027 435 Tel: (61 3) 9993 7858 Fax: (61 3) 9993 7999  
Email: consult@coomes.com.au Web: www.coomes.com.au

LICENSED SURVEYOR (PRINT) Keith Robert Jones  
SIGNATURE ..... DATE / /  
REF: 7414SV00 VERSION 8  
FILE NAME: 7414SV00.dwg  
FILE LOCATION: C:\Documents and Settings\rodm\Local Settings\Temporary Internet Files\OLK511  
LAYOUT NAME: Sheet 8  
SAVE DATE: Wed, 15 Sep 2004 - 10:06 LAST SAVED BY: natalia

Sheet 8 of 9 Sheets

DATE / /  
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

C

## Tree Exclusion Zone Requirements

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

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

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

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

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

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

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

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

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



**AD586934Y**

29/04/2005 \$460 173





# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AD005180W</b>
Number of Pages (excluding this cover sheet)	<b>37</b>
Document Assembled	<b>21/04/2026 13:22</b>

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IXPIA

FORM 13

Schedule 1 of the *Planning and Environment Regulations 1998*

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



s. 181 (1)

*Planning and Environment Act 1987*

**AD005180W**

27/07/2004 \$59 173



**Lodged at the Land Titles Office by:**

**Name:** BEST HOOPER

**Phone:** 9670 8951

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

**Ref:** TVR:KW:03051084

**Customer Code:** 0485 U

ATTACHMENT: <u>Yes/No</u>	JUL 2004
ORIGINAL TO: <u>PJD</u>	
COPY TO:	

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

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

**Authority:** City of Whittlesea

**Section and Act under which Agreement made:**

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

**Signature for the Authority:**

**Name of Officer:** GRAEME BRENNAN

**Position Held:** CHIEF EXECUTIVE

**Dated:** 15/7/04



DAD005180W-1-0

RB 27.7.04

**ENDURING POWER OF ATTORNEY**

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

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



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

*[Signature]*  
.....  
**CHARLES RAYMOND HAY**

Witnessed by:



*[Signature]*  
.....  
Signature of Witness

GRAHAM NEILL  
.....  
Name of Witness

5 KIMBERLEY DRIVE  
.....  
Address of Witness

BROADFORD VIC 3658  
.....

Witnessed by:

*[Signature]*  
.....  
Signature of Witness

Audrey June HAY  
.....  
Name of Witness

9 Paul Cresc  
.....  
Address of Witness

EPPING 3076  
.....

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

*[Signature]*  
**TIMOTHY VANNAN RINTOUL**  
563 Lt. Lonsdale St., Melbourne  
A natural person who is a current practitioner within the meaning of the Legal Practice Act 1996.

**SPECIMEN SIGNATURE OF ATTORNEYS**

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

*[Signature]*  
.....  
**SONIA AUDREY NEILL**

**AD005180W**

27/07/2004 \$59 173



PLANNING AND ENVIROMENT ACT 1987

SECTION 173 AGREEMENT

WHITTLESEA CITY COUNCIL

AND

HAYSTON VALLEY ESTATE PTY LTD

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

**BEST HOOPER**

Solicitors

563 Little Lonsdale Street  
MELBOURNE VIC 3000



**DAD005180W-3-6**

THIS AGREEMENT made the

day of

**AD005180W**

2004

27/07/2004 \$59 173



**BETWEEN**

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

**AND**

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

**WHEREAS:**

- A. The Owner is the registered proprietor of the Land contained in Certificates of Title Volume 10678 Folio 005 and Volume 10679 Folio 875 situated at 110 Epping Road, Epping ("the Land").
- B. On 27 May 2003 the Council issued Permit No. 707589 ("Permit") allowing the Land to be subdivided in stages in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Conditions 21 and 23 of the Permit require the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Permit is attached to this Agreement and marked "A".
- C. The parties enter into this agreement:-
  - (a) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Land and the vicinity thereof;
  - (b) to comply with conditions 21 and 23 of the Permit.
- D. Council is the responsible authority pursuant to the Act for the Planning Scheme.
- E. As at the date of this Agreement, the Land is encumbered by Mortgage Nos. AB622237T and ~~AC540646W~~ <sup>AC 782696D</sup> in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Land.

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

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



**DAD005180W-4-4**

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

3. The Owner covenants and agrees that:-

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

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

5. The Owner further covenants and agrees that:

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

6. The Owner warrants and covenants that:-

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

**AD005180W**

27/07/2004 \$59 173



**DAD005180W-5-2**



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

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

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

9. Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title shall be required to:

(a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

(b) execute a deed agreeing to be bound by the terms of this Agreement.

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

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

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

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

**Act** means the Planning and Environment Act 1987.

**AD005180W**

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

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

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

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

**lot** means a lot on the Endorsed Plan.

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

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

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

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

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

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

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

**Works** has the same meaning as in the Act.

**AD005180W**

27/07/2004 \$59

173



DAD005180W-7-9

14. In this Agreement unless the context admits otherwise:




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

IN WITNESS WHEREOF:-

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



  
Chief Executive Officer

**AD005180W**

27/07/2004 \$59 173



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



*Stephen Hay*  
Signature of Director

*[Signature]*  
Signature of Secretary

STEPHEN HAY  
Full Name

KENNETH ROWLAND BIRD  
Full Name

3 Skyline Drive Maribyrnong  
Usual address  
Vic.

601/241 WELLINGTON ROAD  
EAST RUSSELL NSW  
Usual address

ANZ Banking Group Ltd as Mortgagee of registered mortgage No. ~~AC540646W~~ <sup>ACT782696D</sup> consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

*[Signature]*  
Australia and New Zealand Banking Group Limited by its attorney

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

Charles Raymond Hay as Mortgagee of registered mortgage No. AB622237T consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

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



'A'

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

AD005180W

27/07/2004 \$59 173



**PLANNING PERMIT**

WHITTLESEA PLANNING  
SCHEME

**ADDRESS OF THE LAND:**

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



DAD005180W-10-2

**THE PERMIT ALLOWS:**

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

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

1. **Amended Plan Required**

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

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

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

Signature for the  
Responsible Authority:

## IMPORTANT INFORMATION ABOUT THIS NOTICE

### WHAT HAS BEEN DECIDED?

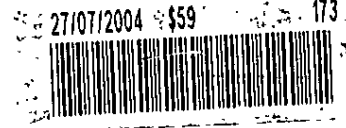
- The Responsible Authority has issued a permit.

### WHEN DOES A PERMIT BEGIN?

A permit operates:

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

**AD005180W**



### WHEN DOES A PERMIT EXPIRE?



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

### WHAT ABOUT APPEALS?

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

- (c) Survey details of the canopy and trunk location and size of all trees proposed to be retained noting that where these differ significantly from the current plans, Council may require the subdivision to be redesigned to properly accommodate the tree or trees.
- (d) The dimensions and layout of turn-arounds in "No-Through" roads, courts, cul-de-sacs, etc. such that the Austroads 8.8m service vehicle can negotiate a three-point turn unencumbered by on-street parking. In addition, the swept path of the service vehicles and the nominated on-street parking for adjacent lots, should be indicated.
- (e) Building envelopes for all lots between 300m<sup>2</sup> and 500m<sup>2</sup> in accordance with Clause 56.06 of the Whittlesea Planning Scheme.

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

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

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

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

3. **Layout Not Altered**



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

4. **Subdivision Restriction**

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

i. **Landscape Masterplan**

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

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



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

## 6. Functional Layout Plan Requirements

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

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

## 7. Demolition of the Old Travellers Inn

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

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



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**8. Landscape Plans**

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

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

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

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

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

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

**9. Staged Plan**

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

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

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

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



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

**11. Bonding of Approved Landscape Works**

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

**12. Conduits Requirement**

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

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**13. As Constructed Plans**

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

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

**14. Certification Plan Requirements**

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

**15. Stormwater Drainage**

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

The following is noted about the drainage requirements:


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

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

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

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

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

Works shall only be permitted to commence after the following:

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



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

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

**18. Maintenance Period – Street trees and landscaping works**

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

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

**19. Embellishment of Open Space**

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

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

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**20. Tree Protection Mechanisms (Plan)**

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

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

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

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

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

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

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

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

**22. Tree Protection Mechanisms (Security Deposit)**

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

**23. Fences adjoining Reserves**

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

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**24. Removal of Topsoil**

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

**25. Street Lighting**

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

**26. Filling of Land**

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

**27. Development Contributions**

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

Note: Development contributions include contributions for Community Infrastructure.

**28. Restrictive Covenant Restriction**

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

**29. Construction Access Maintenance**



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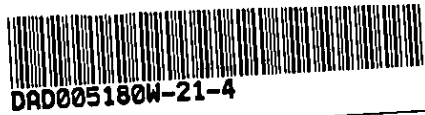
Prior to commencing any works, the developer is to provide appropriate vehicle-cleaning facilities to the satisfaction of the Responsible Authority. The facilities must be managed during the construction stage to ensure no spoil or litter is deposited or left where it will reduce amenity or impact upon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

**30. Erosion and Sediment Control Plan**

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

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

**VicRoads Conditions**

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

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

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

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

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

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

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

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



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

**Melbourne Water Conditions**

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



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**Yarra Valley Water Conditions**

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

**TXU Conditions**

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

**Telstra Conditions**

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

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

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

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

**Country Fire Authority Conditions**

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**Access**

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

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**Water Supply**

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

**Protective Features**

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

**SPI PowerNet Conditions**

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

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**NOTES:**

**Time Limit Note**

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

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

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

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

**Native Vegetation Note**

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

**Melbourne Water Note**

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

**Amended Permit Note**

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

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



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'B'

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

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

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

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

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref:

1. This Plan is certified under Section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988  
Date of original certification under section 6 ...../...../
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE  
 (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.  
 (ii) The requirement has been satisfied.  
 (iii) The requirement is to be satisfied in Stage  
 Council delegate  
 Council seal  
 Date / /

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate  
 Council seal  
 Date / /

Vesting of Roads or Reserves

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

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Notations

Depth Limitations: DOES NOT APPLY

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



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

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

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

Easement Information

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

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

LR use only

Statement of compliance/  
Exemption Statement

Received

Date: / /

LR use only  
 PLAN REGISTERED  
 TIME  
 Date: / /

Assistant Registrar of Titles.

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

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

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

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE [Signature] DATE 13/4/04

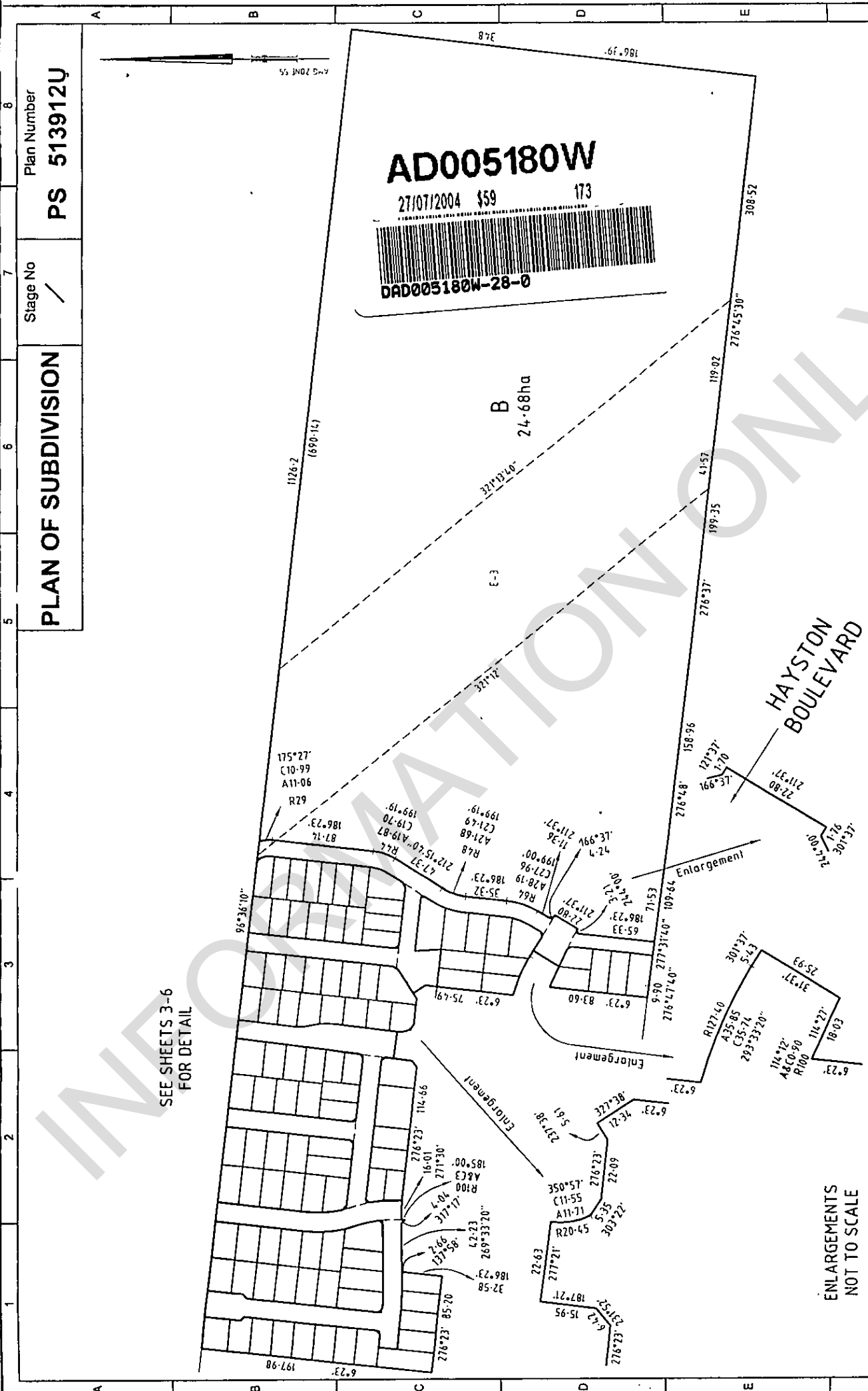
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 LAYOUT NAME: Sheet 1  
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DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



SEE SHEETS 3-6 FOR DETAIL

# AD005180W



## B

24.68ha

### HAYSTON BOULEVARD

Enlargement

Enlargement

ENLARGEMENTS  
NOT TO SCALE

# PLAN OF SUBDIVISION

Plan Number  
**PS 513912U**

Stage No  
/

Sheet 2 of 9 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE *Keith Robert Jones*

DATE 13/4/04

VERSION 7

REF 7410SV00 (STAGE 2)

FILE NAME: P410SV00.dwg

FILE LOCATION: F:\7410SV00\10-SUB.DWG

SAVE DATE: Wed, 07 Feb 2004 17:33 LAST SAVED BY: rjones

ORIGINAL SCALE	SHEET SIZE
1:3000	A3

LENGTHS ARE IN METRES

**Coomes**

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

Consulting Group Pty Ltd  
24 Albert Road South Melbourne Vic 3205 Australia  
ACN 06 07 03 Tel (61) 3 9993 7188 Fax (61) 3 9993 7999  
Email: coomes@coomes.com.au Web: www.coomes.com.au

# PLAN OF SUBDIVISION

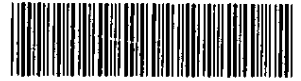
Stage No /

Plan Number

## PS 513912U

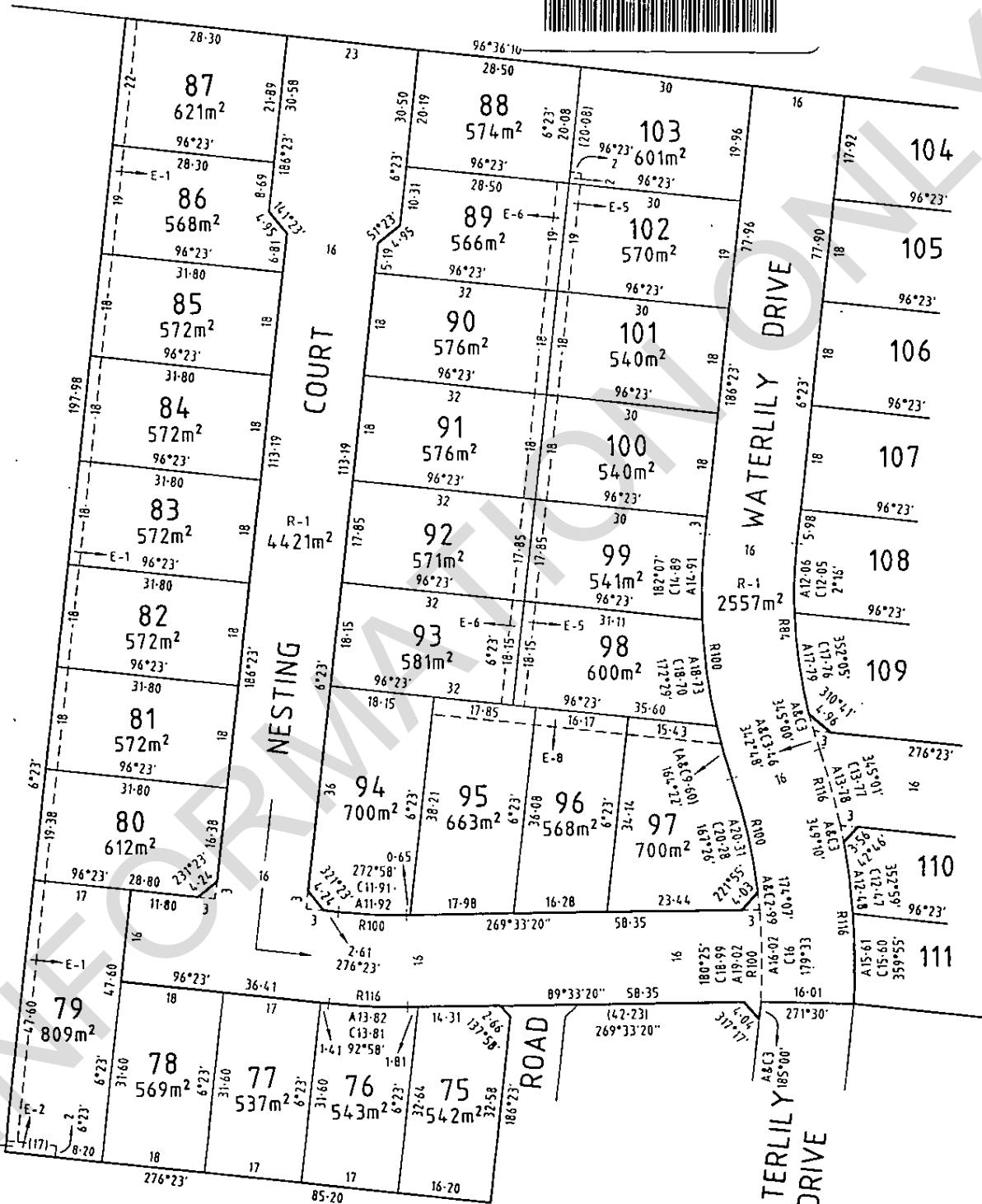
### AD005180W

27/07/2004 \$59 173



ANG ZONE 55

SEE SHEET 4



DAD005180W-29-3

Sheet 3 of 9 Sheets

Engineering & Surveying  
Town Planning & Design  
Project Management  
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Consulting Group Pty Ltd  
34 Albert Road South Melbourne VIC 3207 Australia  
1300 654 654 (Toll Free) 03 9594 7999  
Email: info@coomes.com.au Web: www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

1:750 A3

LICENSED SURVEYOR Keith Robert Jones  
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SAV1, DALL Wed, 07 Apr 2004 - 17:32 LAST SAVLD BY: mmm

DATE / /  
COUNCIL DELEGATE SIGNATURE  
Original sheet size A3

PLAN OF SUBDIVISION

Stage No /

Plan Number

PS 513912U

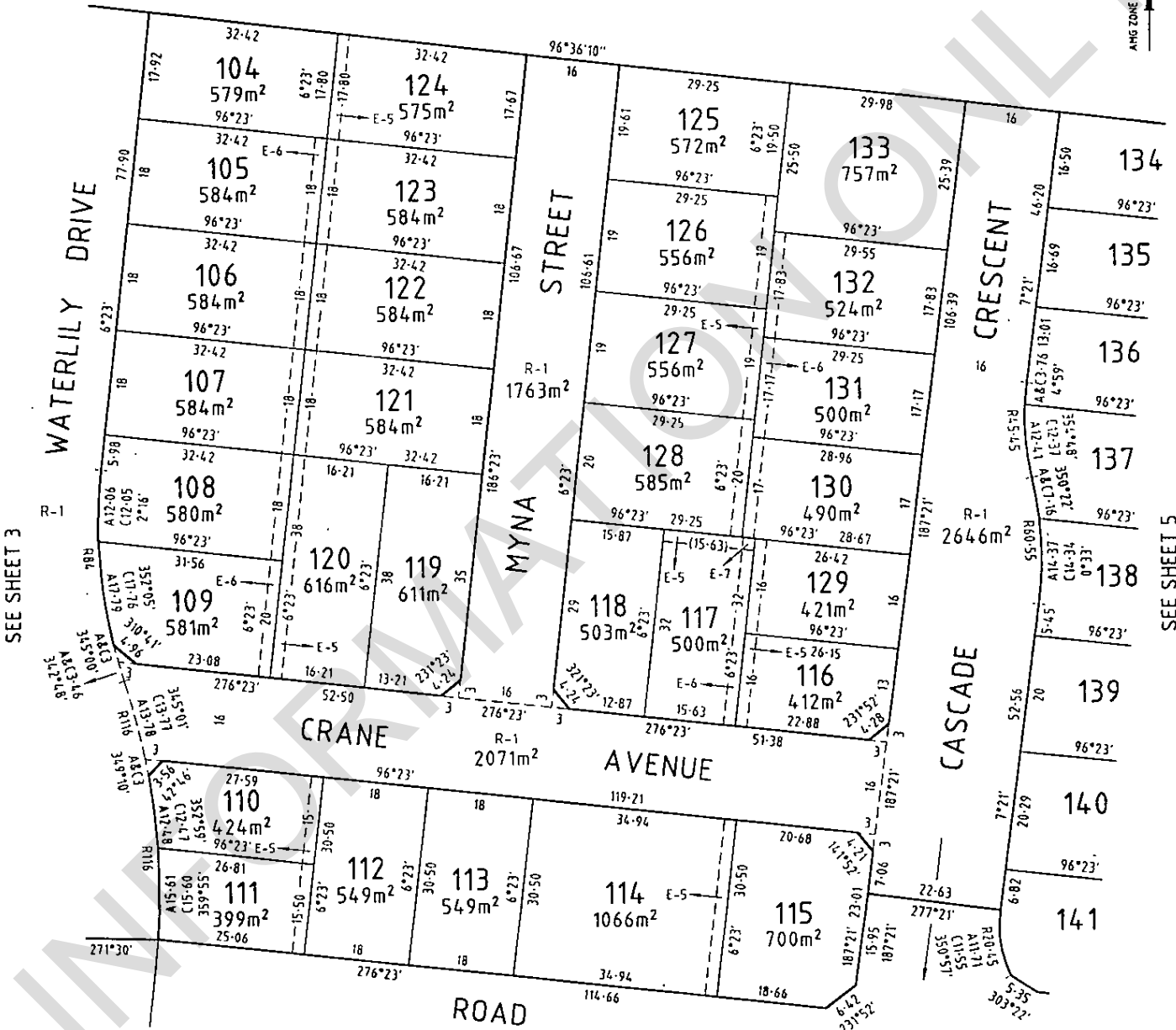
AD005180W

27/07/2004 \$59

173



ANG ZONE 85



SEE SHEET 3

SEE SHEET 5



DAD005180W-30-9

Sheet 4 of 9 Sheets

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

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Consulting Group Pty Ltd  
24 Albert Road South Melbourne, Vic 3200 Australia  
Tel: (03) 9581 1000 Fax: (03) 9581 1001  
Email: coomes@coomes.com.au Web: www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

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SIGNATURE [Signature] DATE 13/4/04  
REF: 7410SV00 VERSION 7

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DATE / / COUNCIL DELEGATE SIGNATURE

Original sheet size A3

# PLAN OF SUBDIVISION

Stage No

Plan Number

## PS 513912U



DAD005180W-31-2

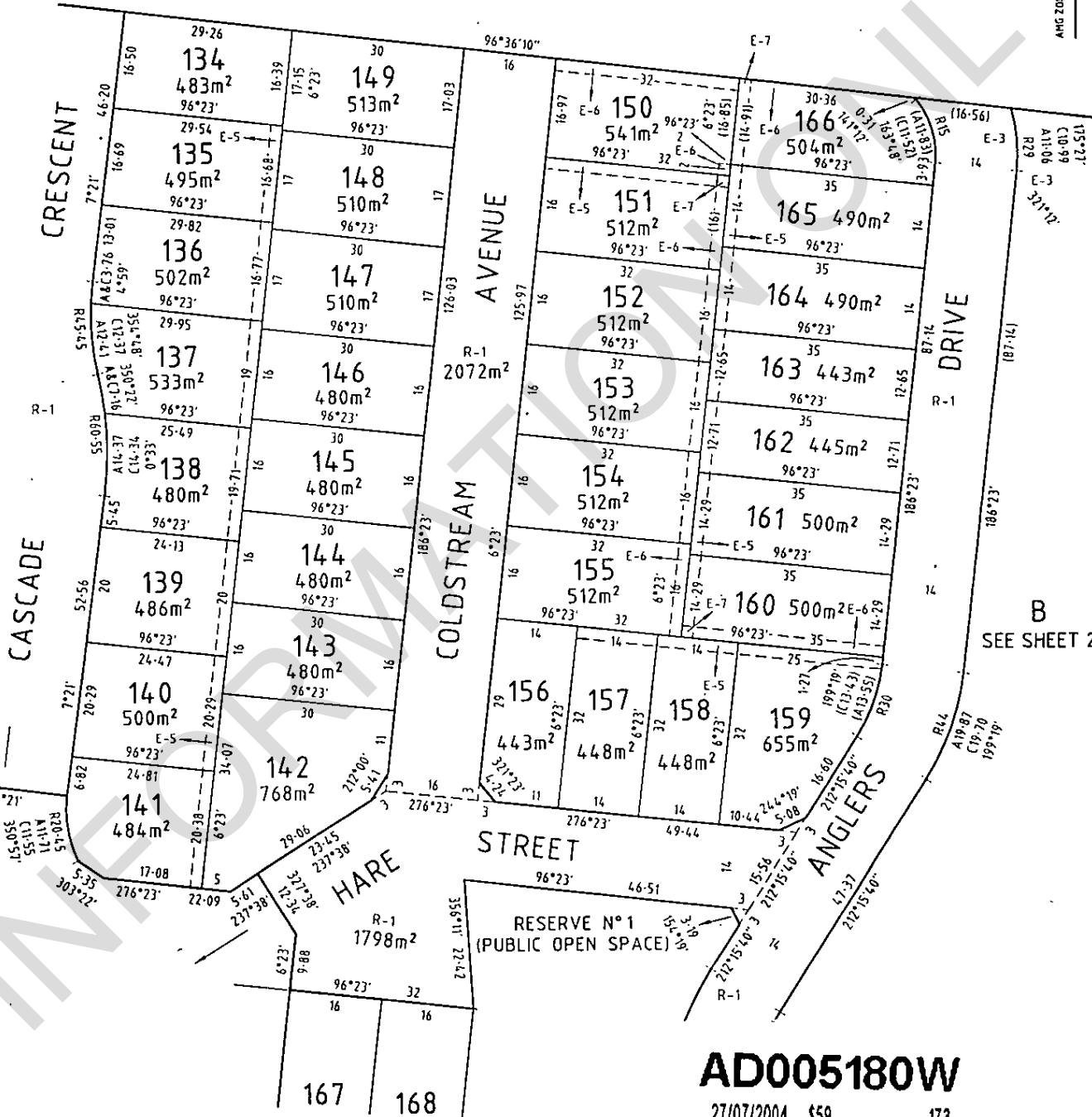
AMG ZONE 55

SEE SHEET 4

SEE SHEET 2

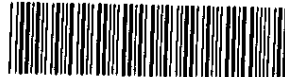
SEE SHEET 6

t 5 of 9 Sheets



# AD005180W

27/07/2004 \$59 173



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

**Coomes**  
Consulting Group Pty Ltd  
31 Albert Road South Melbourne VIC 3205 Australia  
419 999 9999 Fax 419 999 9999  
Email: info@coomes.com.au Web: www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

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LAYOUT NAME: Sheet 5  
SAVFL DATE: Wed, 07 Apr 2004 - 11:32 LAST SAVFL BY: nashley

DATE / /  
COUNCIL DELEGATE  
SIGNATURE

Original sheet size A3



DAD005180W-32-6

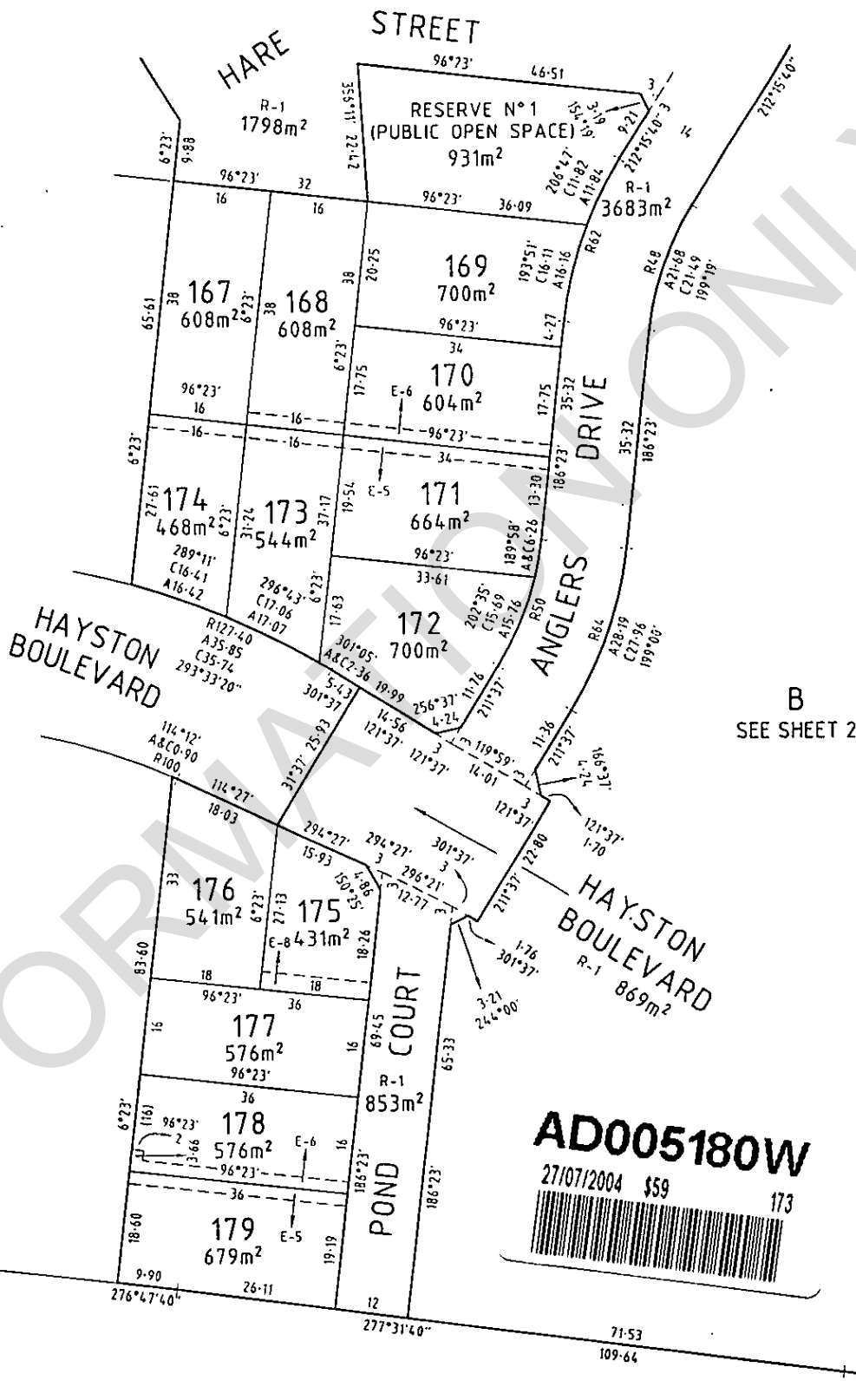
# PLAN OF SUBDIVISION

Stage No

Plan Number

PS 513912U

SEE SHEET 5



## AD005180W

27/07/2004 \$59 173



Sheet 6 of 9 Sheets

Engineering & Surveying  
Town Planning & Design  
Project Management  
Landscape Architecture  
Environmental Science  
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www.coomes.com.au Tel: (03) 9593 7000 Fax: (03) 9593 7000  
Email: info@coomes.com.au Web: www.coomes.com.au

**SCALE**

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

ORIGINAL  
SCALE SHEET  
SIZE  
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LICENSED SURVEYOR / Keith Robert Jones  
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SAVED DATE: Wed, 07 Apr 2004 - 17:32 LAST SAVED BY: nashley

DATE / /  
COUNCIL DELEGATE  
SIGNATURE  
Original sheet size A3

**PLAN OF SUBDIVISION**

Stage No  
/

Plan Number  
**PS 513912U**

CREATION OF RESTRICTION

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



For the purposes of this restriction:

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

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

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

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

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

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



DAD005180W-33-0

**AD005180W**

27/07/2004 \$59 173



Sheet 7 of 9 Sheets

Engineering & Surveying  
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34 Albert Road South Melbourne, Vic 3200 Australia  
Tel: (03) 9591 7888 Fax: (03) 9591 7999  
Email: info@coomes.com.au Web: www.coomes.com.au

ORIGINAL  
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LICENSED SURVEYOR *Keith Robert Jones*  
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LAYOUT NAME: Sheet 7  
SAVLD DATE: Wed 07 Apr 2004 - 17:32 LAST SAVLD BY: nethw

DATE / /  
COUNCIL DELEGATE  
SIGNATURE

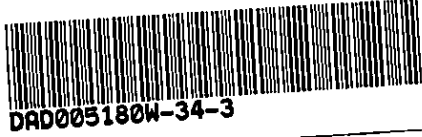
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# PLAN OF SUBDIVISION

Stage No /

Plan Number

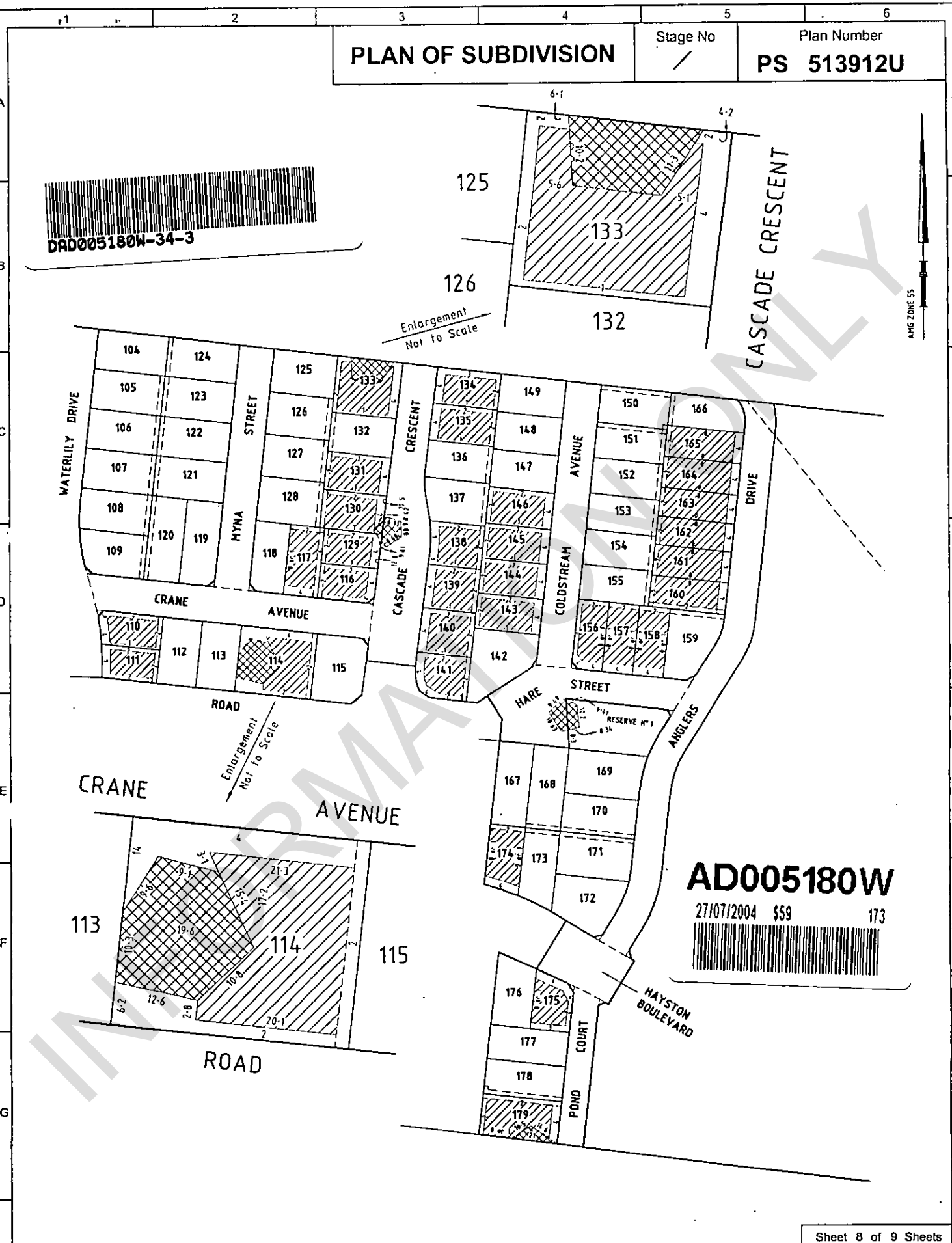
## PS 513912U



AD005180W-34-3



ANG ZONE 55



### AD005180W

27/07/2004 \$59 173



Sheet 8 of 9 Sheets

Engineering & Surveying  
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Agricultural Engineering

**Coomes**  
Consulting Group Pty Ltd  
34 Albert Road South Melbourne VIC 3206 Australia  
Telephone: Total 9993 7988 Facsimile 9993 7999  
Email: enquiries@coomes.com.au Web: www.coomes.com.au

**SCALE**

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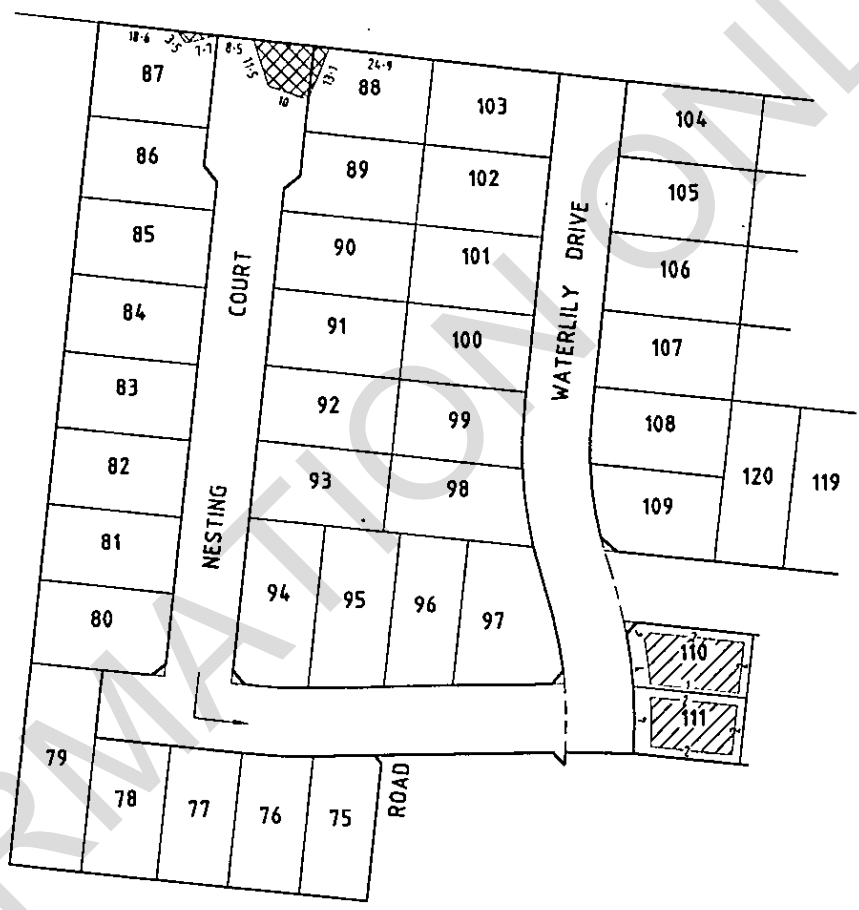
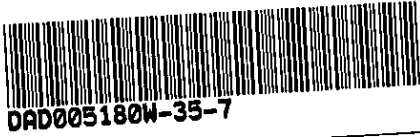
LENGTHS ARE IN METRES

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LICENSED SURVEYOR **Keith Robert Jones**  
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DATE / /  
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SIGNATURE  
Original sheet size A3

<b>PLAN OF SUBDIVISION</b>	Stage No /	Plan Number <b>PS 513912U</b>
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**AD005180W**

27/07/2004 \$59 173



Sheet 9 of 9 Sheets

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

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34 Albert Road South Melbourne Vic 3206 Australia  
Australia Tel: 03 9593 7888 Fax: 03 9593 7999  
Email: info@coomes.com.au Web: www.coomes.com.au

**SCALE**

LENGTHS ARE IN METRES

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LAYOUT NAME : Sheet 9  
SAVL DATE : Wed, 07 Apr 2004 - 17:32 LAS1 SAVL BY : m.jelliffe

.....  
DATE / /  
COUNCIL DELEGATE  
SIGNATURE  
Original sheet size A3

**AD005180W**

27/07/2004 \$59 173



C

### Tree Exclusion Zone Requirements

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

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

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

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

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

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

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

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

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



AD005180W-36-1



DAD005180W-37-4

C

## Tree Exclusion Zone Requirements

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

AD005180W

27/07/2004 \$59 173



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Document Identification	<b>AK699285U</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>21/04/2026 13:22</b>

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**AK699285U**

# Transfer of Land

## Section 45 Transfer of Land Act 1958

**Privacy Collection Statement**  
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: .....  
Phone: .....  
Address: **Scott Ashwood P/L**  
**Code 1557Q**  
Reference: .....  
Customer Code: .....

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio)

Volume 10866 Folio 925

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

All my estate in fee simple

Consideration:

\$640,000.00

Transferor: (full name)

MIGUELINA DUNIA CARRIO

Transferee: (full name and address including postcode)

HARSIMRAN KAUR of 175 Darebin Drive, Lalor, Vic 3075 as Sole Tenant

Directing Party: (full name)

Dated: **28/10/13**  
Execution and attestation:

Signed by **MIGUELINA DUNIA CARRIO** in the presence of:

) *Miguelina D Carrio*  
MIGUELINA DUNIA CARRIO

Witness: *awitlan*

Signed by **HARSIMRAN KAUR** in the presence of:

) *Harsimran Kaur*  
HARSIMRAN KAUR

Witness: *Cher*

33231105A

Order to Register

Duty Use Only

**T1**

Please register and issue Certificate of Title to

**464164329725**

Page 1 of 1

Signed

Customer Code:

**THE BACK OF THIS FORM MUST NOT BE USED**

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

# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AC782656R</b>
Number of Pages (excluding this cover sheet)	<b>35</b>
Document Assembled	<b>21/04/2026 13:22</b>

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FORM 13

4

AC782656R

05/04/2004 \$59 173



Schedule 1 of the *Planning and Environment Regulations 1987*

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

s. 181 (1)

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

BLAKE DAWSON WALDRON

Name: ~~BEST HOOPER~~

496P

Phone: ~~9670 8951~~

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

Ref: ~~TVR:KW:03051084~~

Customer Code: ~~048511~~

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

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

Land:

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

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

AMENDED

Section and Act under which Agreement made:

- 3 MAY 2004

Section 173 Planning and Environment Act 1987

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

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: GRAEME BRENNAN

Position Held: CHIEF EXECUTIVE OFFICER

Dated: 29<sup>th</sup> MARCH 2004



DAC782656R-1-8

23 APR 2004

Part - error  
AE  
2/5/04

**AC782656R**

05/04/2004 \$59 173



**PLANNING AND ENVIROMENT ACT 1987**

**SECTION 173 AGREEMENT**

**WHITTLESEA CITY COUNCIL**

**AND**

**HAYSTON VALLEY ESTATE PTY LTD**

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



**DAC782656R-2-6**

**BEST HOOPER**

Solicitors

563 Little Lonsdale Street

MELBOURNE VIC 3000

INFORMATION ONLY

THIS AGREEMENT made the

29

day of

MARCH 2004

AC782656R

05/04/2004 \$59

173



BETWEEN

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

AND

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

WHEREAS:

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

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



DAC782656R-3-4

C. The parties enter into this agreement:-

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

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

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

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

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

AC782656R

05/04/2004 \$59 173



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

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

5. The Owner further covenants and agrees that:



DAC782656R-4-2

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

6. The Owner warrants and covenants that:-

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



7. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its successors the existence and nature of this Agreement.
  
8. The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.
  
9. Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title shall be required to:
  - (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
  - (b) execute a deed agreeing to be bound by the terms of this Agreement.
  
10. Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.
  
11. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be served and the other provisions of this Agreement will remain operative.
  
12. It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.
  
13. In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

**Act** means the Planning and Environment Act 1987.



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

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

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

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

**lot** means a lot on the Endorsed Plan.

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

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

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

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

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

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

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

**Works** has the same meaning as in the Act.

14. In this Agreement unless the context admits otherwise:

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



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

**IN WITNESS WHEREOF:-**

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



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

**AC782656R**

05/04/2004 \$59 173



**DAC782656R-7-7**

AC782656R

05/04/2004 \$59 173



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

*Stephen Hay*  
Signature of Director

*Sonia A Neill*  
Signature of Secretary

STEPHEN FENTON GLEN HAY  
Full Name

SONIA AUDREY NEILL  
Full Name

3 SKYLINE DRIVE MARIBYRON NSW  
Usual address

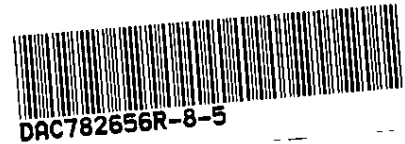
RSD 6318 SLEWAROONA ROAD  
Usual address BROADFOLD.

ANZ Banking Group Ltd as Mortgagee of registered mortgage No. AC540646W consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

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

Charles Raymond Hay as Mortgagee of registered mortgage No. AB622237T consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

*Stephen Hay*  
*Sonia A Neill*



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

A

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

**AC782656R**

05/04/2004 \$59 173

**PLANNING PERMIT**

WHITTLESEA PLANNING  
SCHEME

**ADDRESS OF THE LAND:**

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

DAC782656R-9-3

**THE PERMIT ALLOWS:**

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

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

**1. Amended Plan Required**

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

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

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- (c) Survey details of the canopy and trunk location and size of all trees proposed to be retained noting that where these differ significantly from the current plans, Council may require the subdivision to be redesigned to properly accommodate the tree or trees.
- (d) The dimensions and layout of turn-arounds in "No-Through" roads, courts, cul-de-sacs, etc. such that the Austroads 8.8m service vehicle can negotiate a three-point turn unencumbered by on-street parking. In addition, the swept path of the service vehicles and the nominated on-street parking for adjacent lots, should be indicated.
- (e) Building envelopes for all lots between 300m<sup>2</sup> and 500m<sup>2</sup> in accordance with Clause 56.06 of the Whittlesea Planning Scheme.

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

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

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

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

**3. Layout Not Altered**

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

**4. Subdivision Restriction**


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

**5. Landscape Masterplan**

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

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

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

#### 6. Functional Layout Plan Requirements

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

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

#### 7. Demolition of the Old Travellers Inn

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

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



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## 8. Landscape Plans

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

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

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

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

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



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

## 9. Staged Plan

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

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

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

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

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

**11. Bonding of Approved Landscape Works**

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

**12. Conduits Requirement**

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



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### 13. As Constructed Plans

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

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

### 14. Certification Plan Requirements

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

### 15. Stormwater Drainage

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

The following is noted about the drainage requirements:


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

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

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

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

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

Works shall only be permitted to commence after the following:

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


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

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

**18. Maintenance Period – Street trees and landscaping works**

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

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

**19. Embellishment of Open Space**

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

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



**20. Tree Protection Mechanisms (Plan)**

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

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


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

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

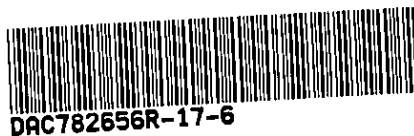
**21. Building Envelope Plan and Tree Exclusion Zone (S173 Agreement)**

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

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

attached document  
c

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

**22. Tree Protection Mechanisms (Security Deposit)**

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

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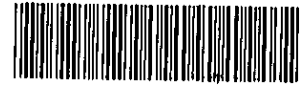
**23. Fences adjoining Reserves**

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



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24. **Removal of Topsoil**

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

25. **Street Lighting**

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

26. **Filling of Land**

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

27. **Development Contributions**

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

Note: Development contributions include contributions for Community Infrastructure.

28. **Restrictive Covenant Restriction**

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

29. **Construction Access Maintenance**




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

30. **Erosion and Sediment Control Plan**

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

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

### VicRoads Conditions

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

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

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

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

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

**Melbourne Water Conditions**

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



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**Yarra Valley Water Conditions**

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

**TXU Conditions**

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

**Telstra Conditions**

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

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

Signature for the Responsible Authority:

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 06/04/2004 \$59 173

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

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

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

**Country Fire Authority Conditions**



**Access**

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



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**AC782656R**

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

Signature for the  
Responsible Authority:

**AC782656R**

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**Water Supply**

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

**Protective Features**

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

**SPI PowerNet Conditions**

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

**NOTES:**



**DAC782656R-23-0**

**Time Limit Note**

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

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

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

**Signature for the Responsible Authority:**

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

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

**Native Vegetation Note**

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

**Melbourne Water Note**

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

**Amended Permit Note**

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

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

**AC782656R**

05/04/2004 \$59 173



**DAC782656R-24-3**

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

**Signature for the Responsible Authority:**

'B'

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

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

Council Certification and Endorsement

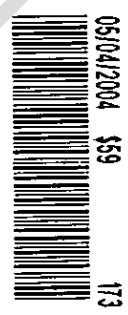
Council Name: WHITTLESEA CITY COUNCIL Ref:

1. This Plan is certified under Section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988  
Date of original certification under section 6 ...../...../.....
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE  
 (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.  
 (ii) The requirement has been satisfied.  
 (iii) The requirement is to be satisfied in Stage  
 Council delegate  
 Council seal  
 Date / /

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate  
 Council seal  
 Date / /

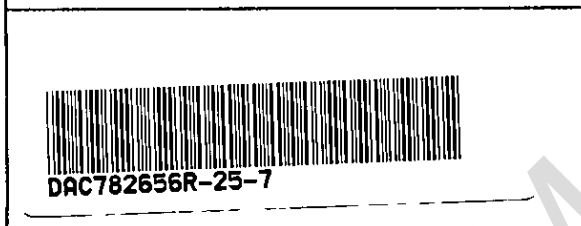


AC782656R

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

**Notations**

Depth Limitations: NIL      Staging: This is not a staged subdivision  
 Planning permit No. \_\_\_\_\_



Survey: This plan is based on survey - Ap 121957D & Ap 122159D  
 (To be completed where applicable)

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

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

LR use only

Statement of compliance/  
Exemption Statement

Received

Date: / /

---

LR use only

PLAN REGISTERED  
TIME  
Date: / /

Assistant Registrar of Titles.

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

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

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

LICENSED SURVEYOR (PRINT) Keith Robert Jones

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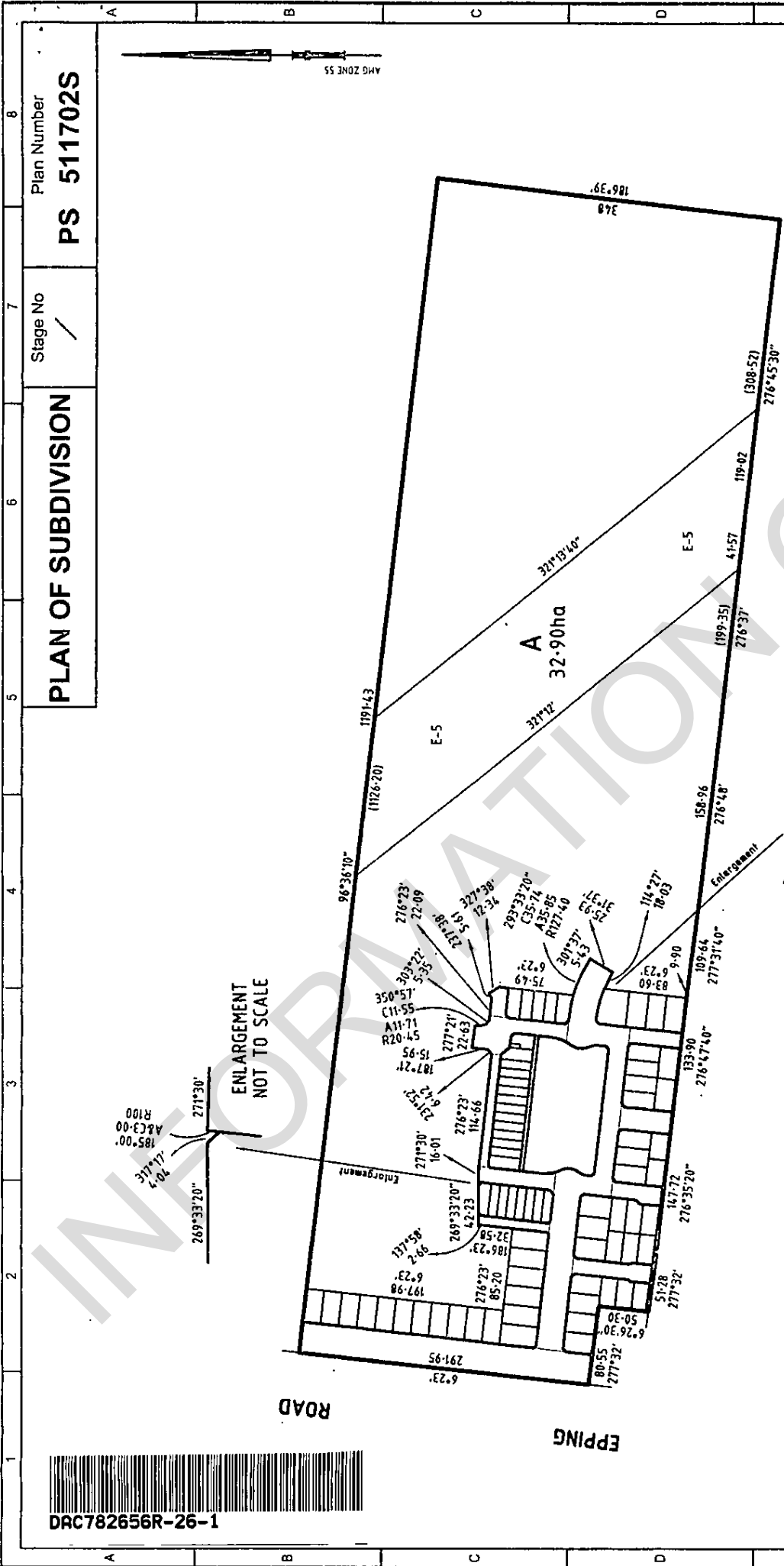
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PLAN OF SUBDIVISION

Stage No /

Plan Number PS 511702S

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Sheet 2 of

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Agricultural Engineering

Consulting Group Pty Ltd

34 Albert Road South Brisbane, Vic 3205 Australia

AC 6288 011 Tel: (61) 3 9993 7888 Fax: (61) 3 9993 7999

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

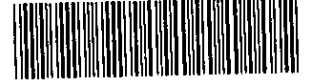


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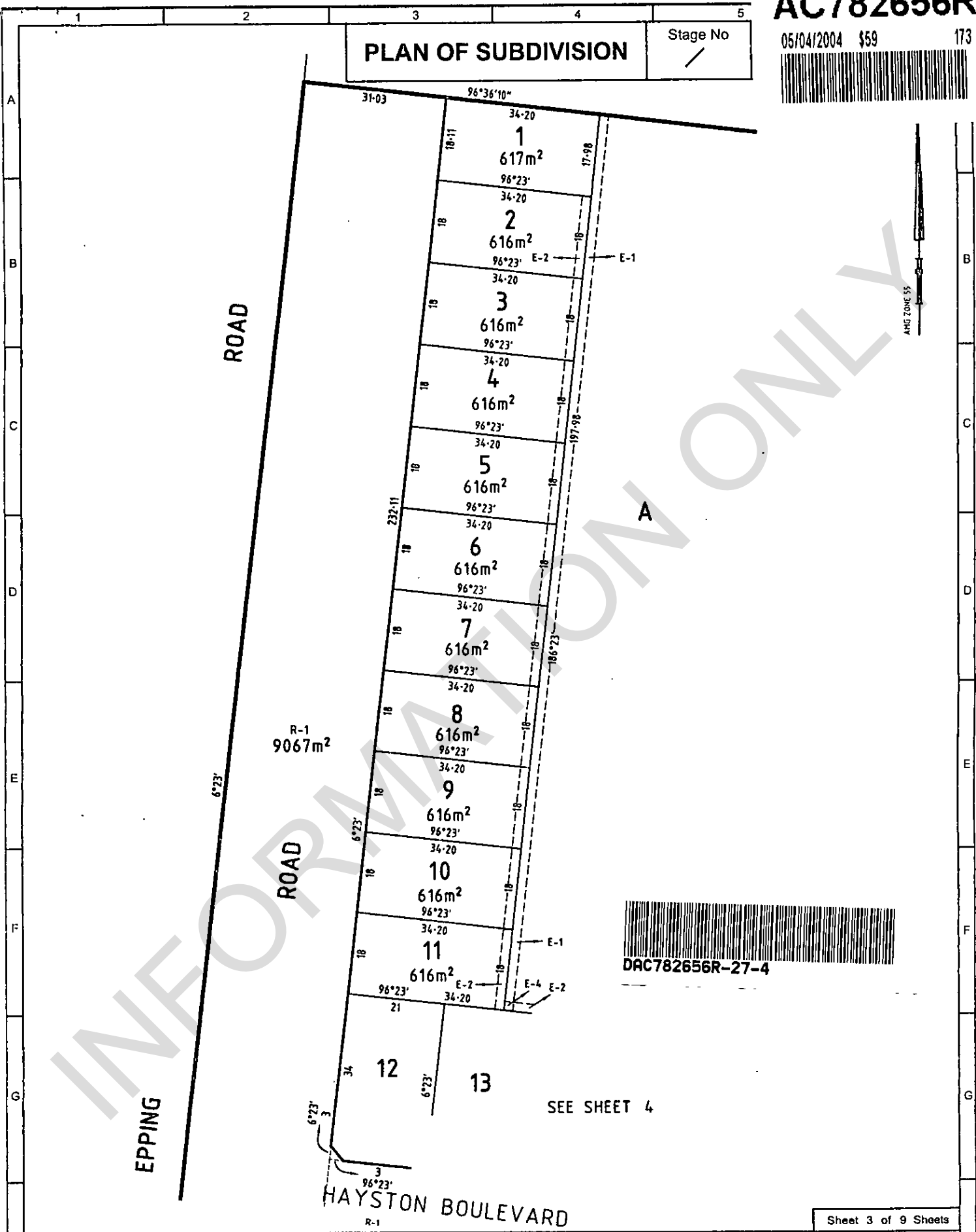
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PLAN OF SUBDIVISION

Stage No

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SEE SHEET 4

Sheet 3 of 9 Sheets

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Consulting Group Pty Ltd  
31 Albert Road South Melbourne VIC 3206 Australia  
Tel: (03) 9594 1111 Fax: (03) 9594 7999  
Email: sales@coomes.com.au Web: www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

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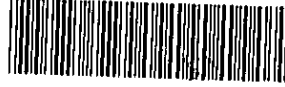
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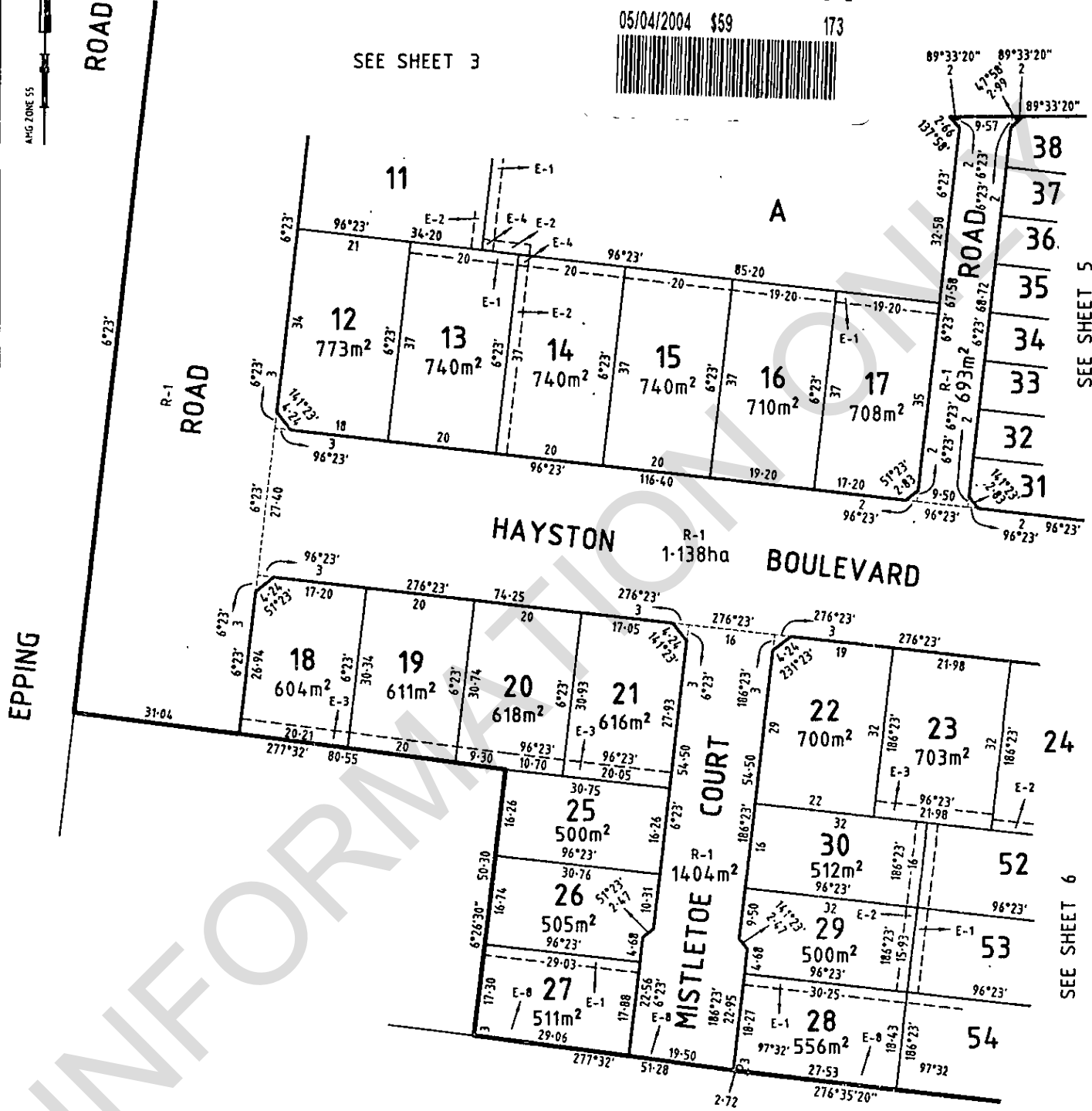
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SEE SHEET 3

SEE SHEET 5

SEE SHEET 6



DAC782656R-28-8

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24 Albert Road South Melbourne Vic 3200 Australia  
Tel: (03) 9593 7888 Fax: (03) 9593 7999  
Email: coomes@coomes.com.au Web: www.coomes.com.au

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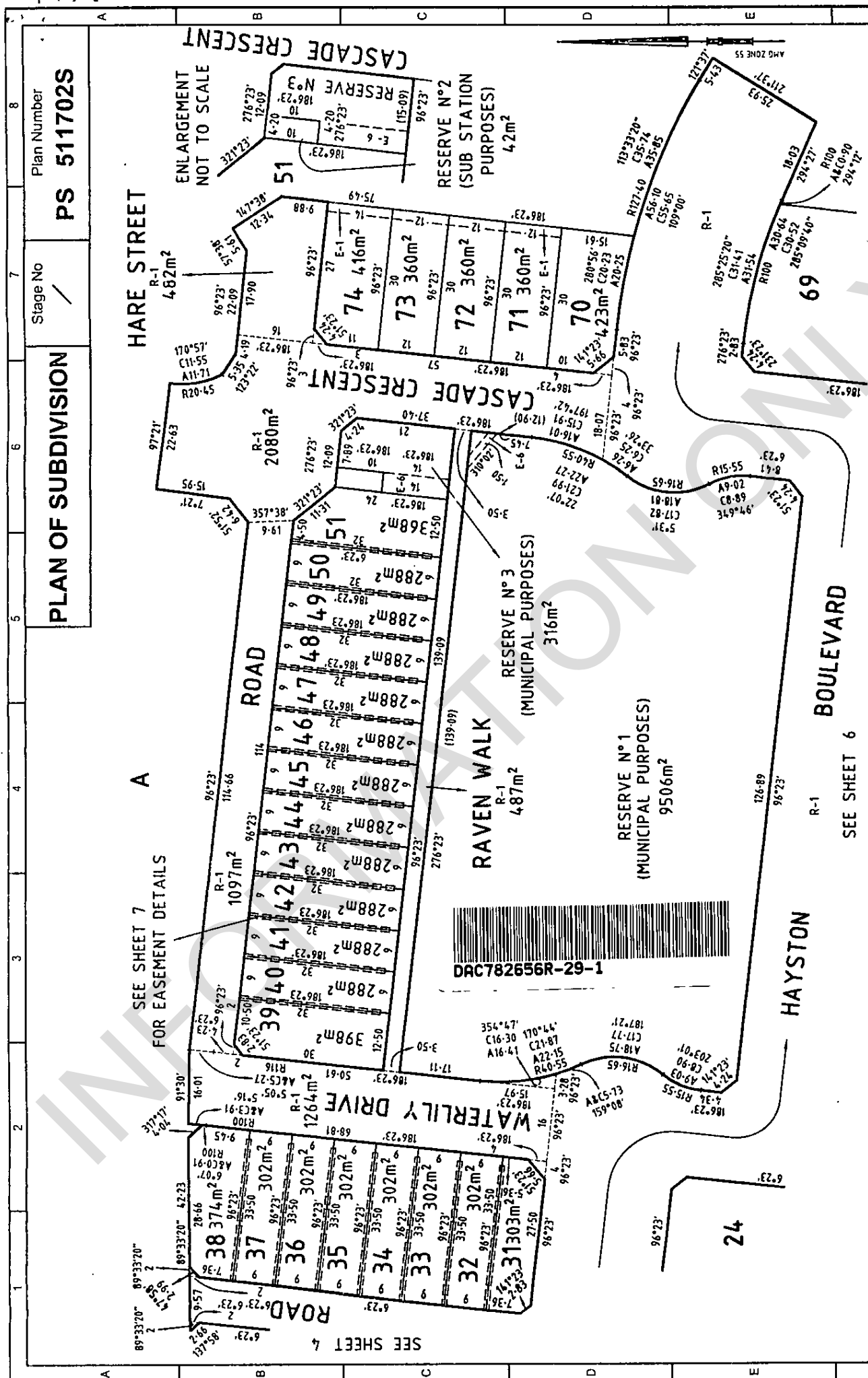
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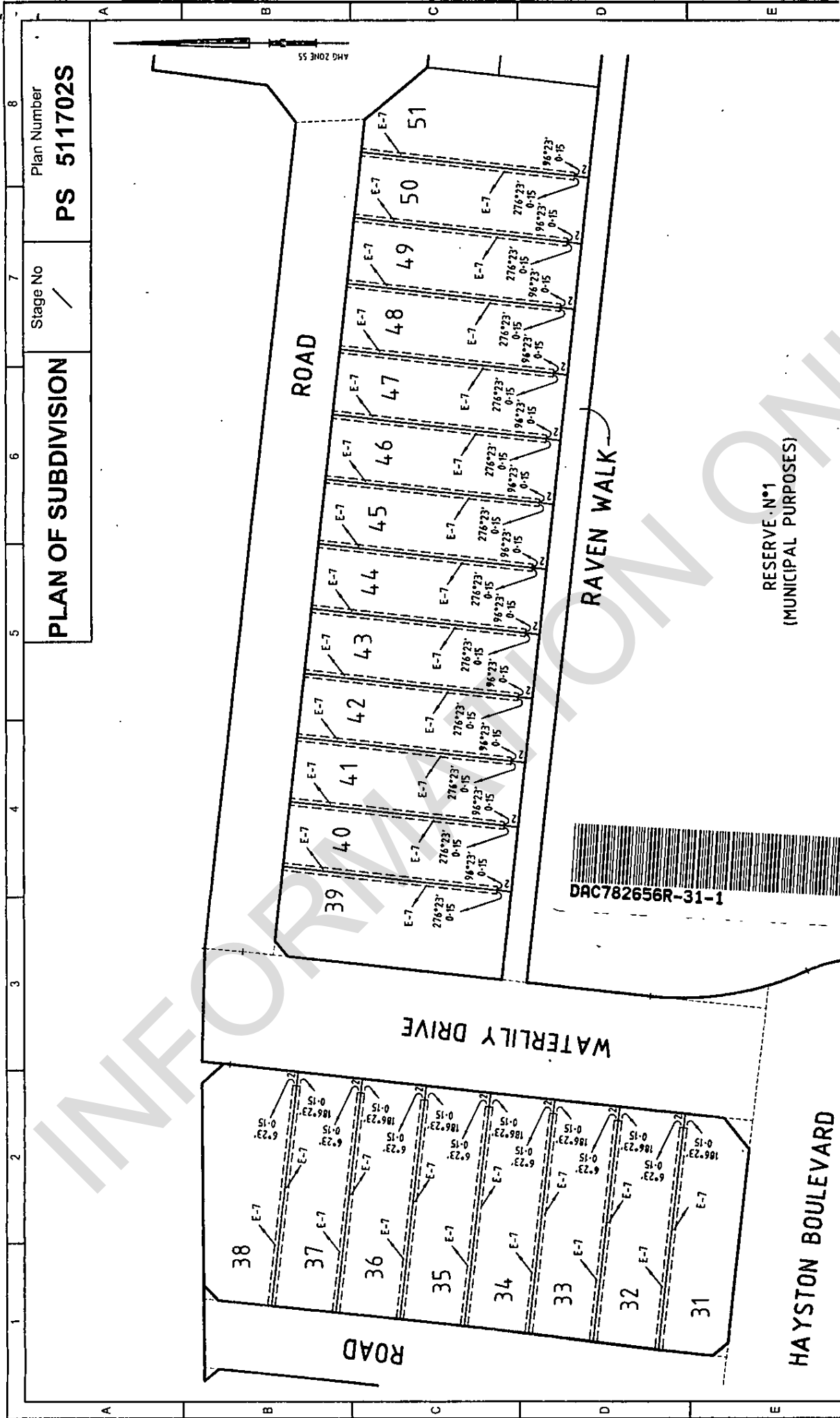
Sheet 4 of 9 Sheets

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PLAN OF SUBDIVISION

Stage No /

Plan Number PS 511702S

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**AC782656R**



RESERVE N°1  
(MUNICIPAL PURPOSES)

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Consulting Group Pty Ltd

24 Albert Road South, Melbourne VIC 3207 Australia

ACN 999 999 999 Tel: (03) 9999 7888 Fax: (03) 9999 7999

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

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

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CREATION OF RESTRICTION

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



For the purposes of this restriction:

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

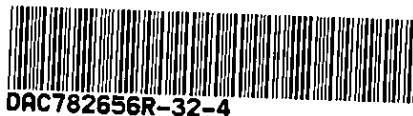
LAND TO BENEFIT: Lots 1 to 74 (all inclusive) on this plan.

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

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


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

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



Sheet 8 of 9 Sheets

Engineering & Surveying  
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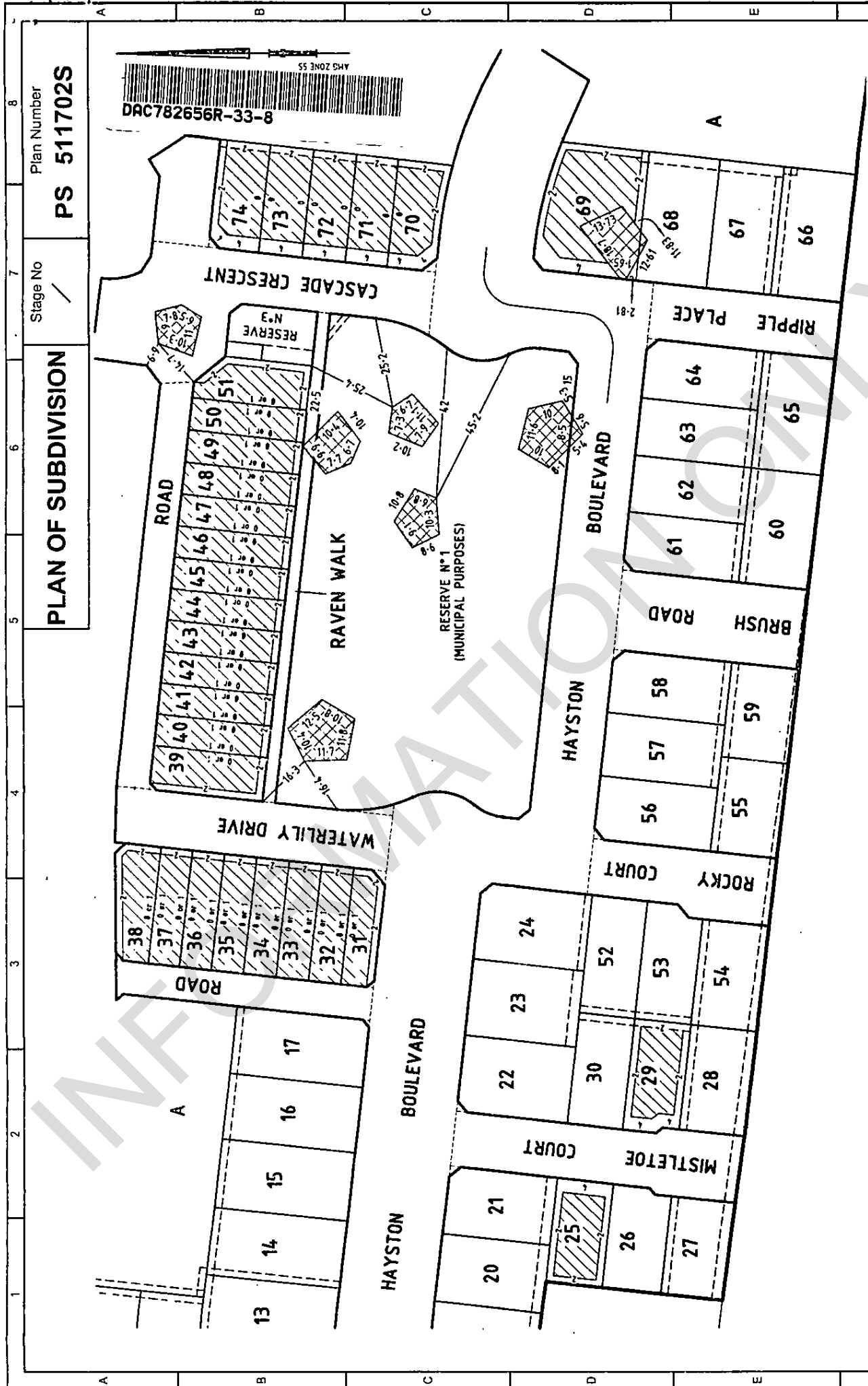


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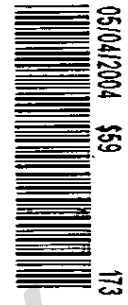
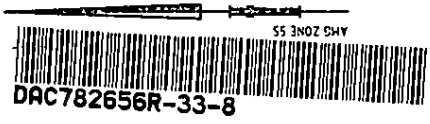
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Plan Number  
**PS 511702S**

Stage No  
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**PLAN OF SUBDIVISION**



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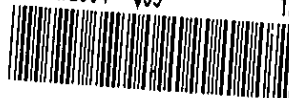
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**AC782656R**

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C

## Tree Exclusion Zone Requirements

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

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

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

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

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

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

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

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

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



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

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

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

INFORMATION ONLY



DAC782656R-35-5

Date issued: -

Signature for the Responsible Authority: \_\_\_\_\_

Created at 21 April 2026 01:37 PM

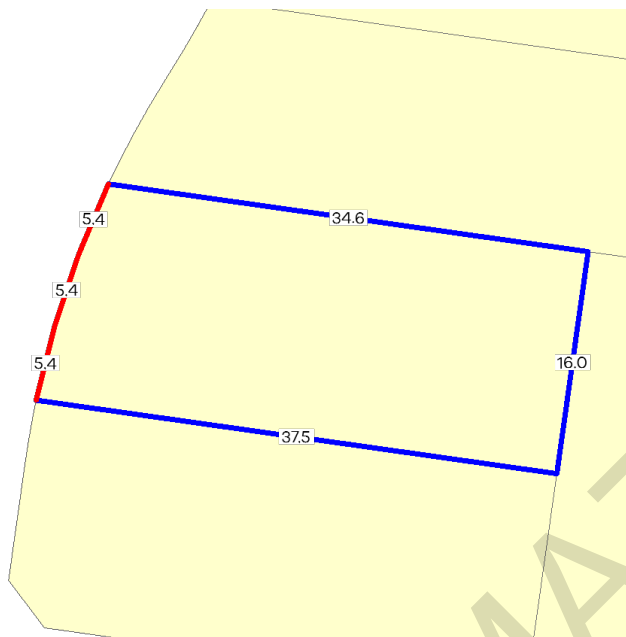
## PROPERTY DETAILS

Address: **4 BILLABONG CIRCUIT EPPING 3076**  
Lot and Plan Number: **Lot 205 PS519648**  
Standard Parcel Identifier (SPI): **205\PS519648**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **577783**  
Directory Reference: **Melway 182 D6**

[www.whittlesea.vic.gov.au](http://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:** 581 sq. m  
**Perimeter:** 104 m

For this property:

— Site boundaries  
— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 21 April 2026 01:38 PM

## PROPERTY DETAILS

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 Council Property Number: **577783**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 182 D6**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

[Planning Scheme - Whittlesea](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
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## STATE ELECTORATES

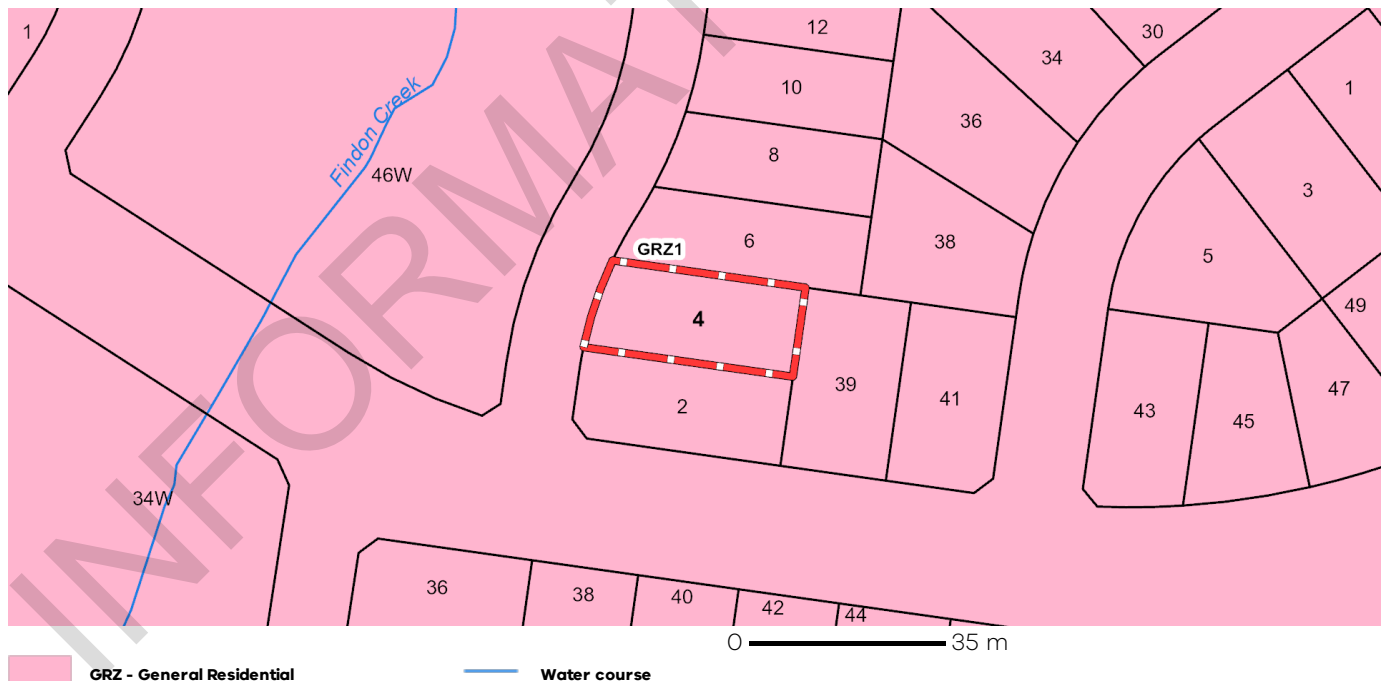
Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **MILL PARK**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



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

## Planning Overlays

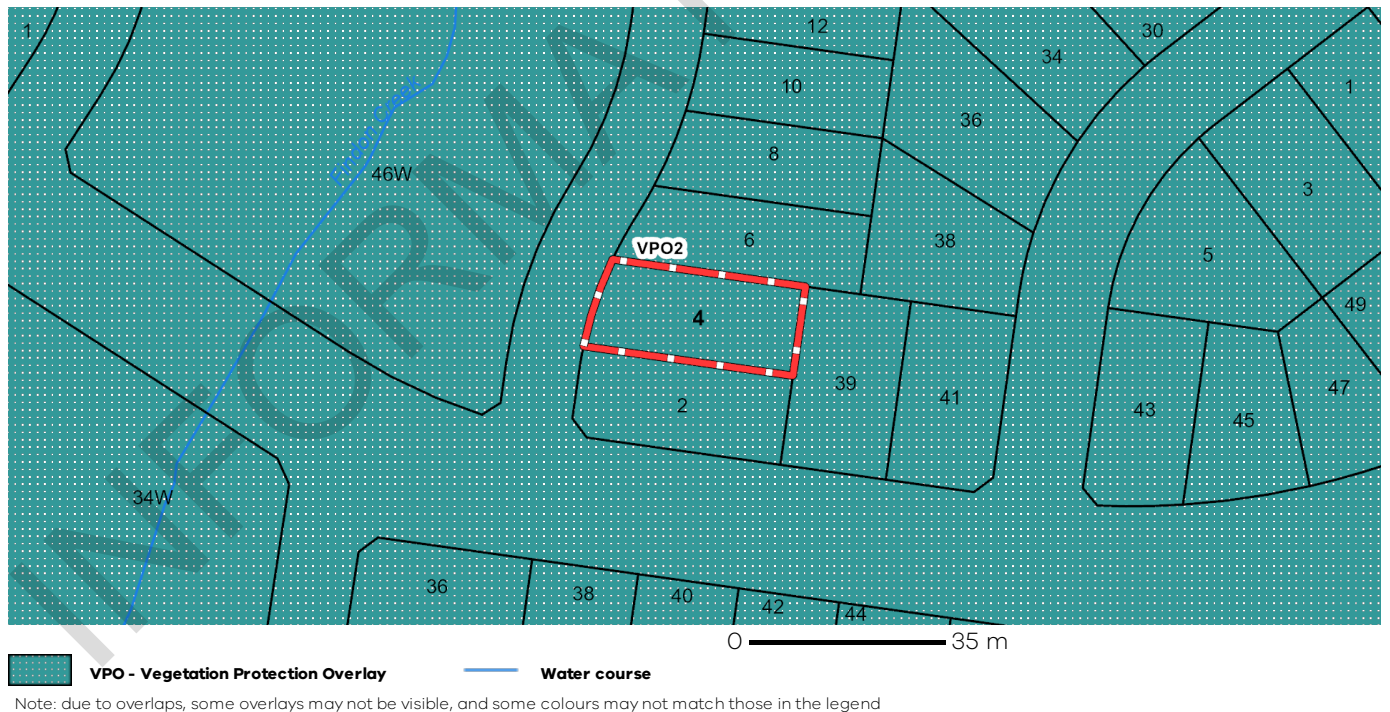
### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



### VEGETATION PROTECTION OVERLAY (VPO)

### VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

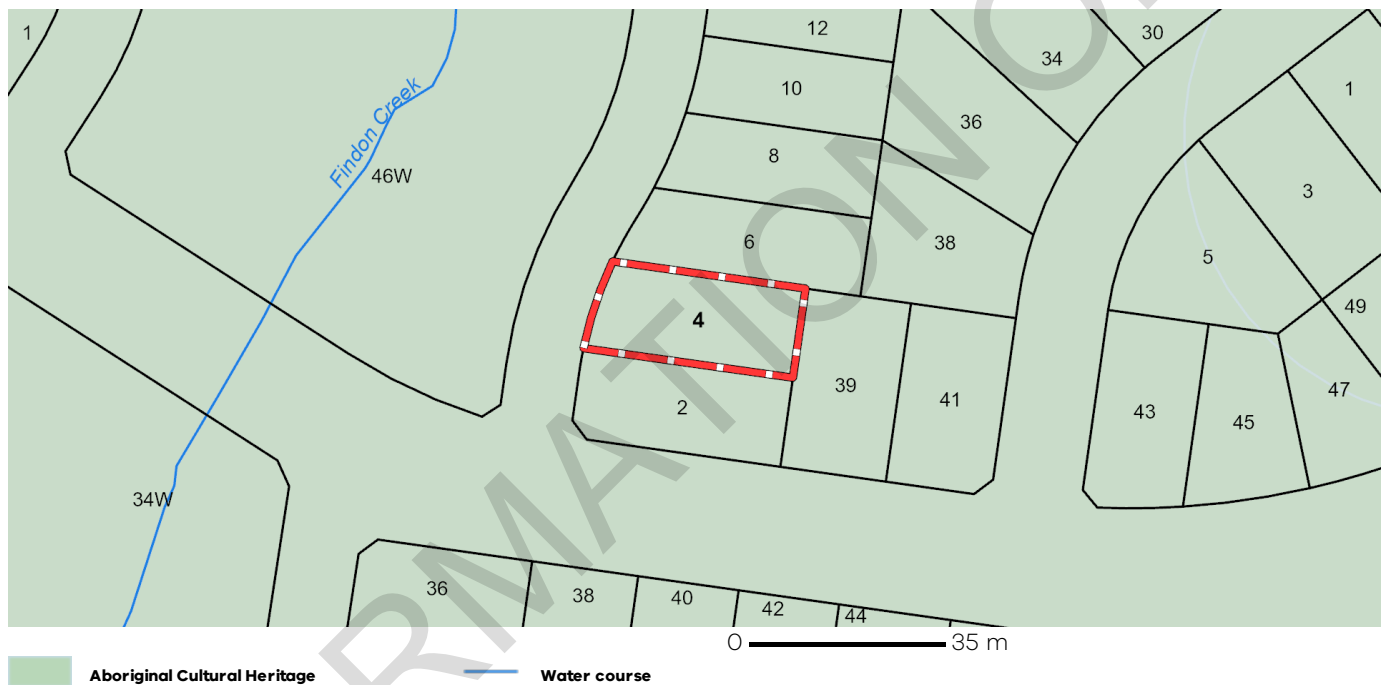
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 9 April 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

Terms and Conditions apply

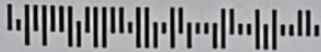
\$30

Hard Waste

Green Waste

Timber Waste

Brick & Rubble Waste



H Kaur  
4 Billabong Circuit  
EPPING VIC 3076



029  
1042076  
R9\_9191

Issue Date 25/08/2023

**Assessment Number**  
**0577783**



For emailed notices register at  
[whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
Reference No: 6F2B31276V

**Property Details** 4 Billabong Circuit EPPING VIC 3076

LOT 205 PS 519648C

Owner : H Kaur

**Valuation Details**

<b>Site Value</b>	<b>Capital Improved Value</b>	<b>Net Annual Value</b>
\$450,000	\$875,000	\$43,750

Level of value date 01/01/2023      Valuation operative date 01/07/2023

AVPCC 110 Detached Dwelling

**Rates and Charges**

<b>Council Charges</b>		
General rate 43,750 x 0.04724460		\$2,066.95
Waste Service Charge (Res/Rural) 1 x 171.45		\$171.45
<b>State Government Charges</b>		
Fire services charge (Res) 1 x 125.00		\$125.00
Fire services levy (Res) 875,000 x 125.00		\$40.25
Waste Landfill Levy Res/Rural 1 x 11.85		\$11.85

**Total** **\$2,415.50**

**INSTALMENT 1**

\* **\$606.50**  
Due By 30/09/2023

**INSTALMENT 2**

**\$603.00**  
Due By 30/11/2023

**INSTALMENT 3**

**\$603.00**  
Due By 28/02/2024

**INSTALMENT 4**

**\$603.00**  
Due By 31/05/2024

**\*If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

**LUMP SUM**

**\$2,415.50**  
Due By 15/02/2024

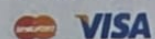


Scan here to pay



**Where to pay**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)



**Billers Code: 5157**  
**Ref: 0577783**

BPAY™ this payment via internet or phone banking.  
BPAY View™ - View and pay this bill using internet banking  
BPAY View Registration No.: 0577783



**Billpay Code: 0350**  
**Ref: 5777835**

Pay in person at any post office, phone 13 18 16 or go to [postbillpay.com.au](http://postbillpay.com.au)  
Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.

**Phone 1300 301 185**



**Council Offices**

Hours - 8.30am to 5.00 pm Mon. to Fri.  
(except public holidays).



\*350 5777835



\*350 5777835

# Property Clearance Certificate

## Land Tax



JASPAL SINGH

<b>Your Reference:</b>	LD:80303584-015-9.4 BILLABK
<b>Certificate No:</b>	98783822
<b>Issue Date:</b>	21 APR 2026
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 4 BILLABONG CIRCUIT EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32989606	205	519648	10866	925	\$0.00

**Vendor:** HARSIMRAN KAUR

**Purchaser:** Y X

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
HARSIMRAN KAUR	2026	\$480,000	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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Arrears of Vacant Residential 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):	\$900,000
SITE VALUE (SV):	\$480,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

Certificate No: 98783822

## 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 = \$1,890.00

Taxable Value = \$480,000

Calculated as \$1,350 plus ( \$480,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,000.00

Taxable Value = \$900,000

Calculated as \$900,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Biller Code: 5249  
Ref: 98783822

### 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](http://www.bpay.com.au)

### CARD



Ref: 98783822

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



JASPAL SINGH

<b>Your Reference:</b>	LD:80303584-015-9.4 Billabong
<b>Certificate No:</b>	98783822
<b>Issue Date:</b>	21 APR 2026
<b>Enquires:</b>	ESYSPROD

**Land Address:** 4 BILLABONG CIRCUIT EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32989606	205	519648	10866	925	\$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

<b>CAPITAL IMPROVED VALUE:</b>	\$900,000
<b>SITE VALUE:</b>	\$480,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98783822

## 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](http://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



JASPAL SINGH

**Your** LD:80303584-015-9.4

**Reference:** BILLABONG

**Certificate No:** 98783822

**Issue Date:** 21 APR 2026

**Land Address:** 4 BILLABONG CIRCUIT EPPING VIC 3076

Lot	Plan	Volume	Folio
205	519648	10866	925

**Vendor:** HARSIMRAN KAUR

**Purchaser:** Y X

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

# Notes to Certificate - Windfall Gains Tax

Certificate No: 98783822

## 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: 98783822

### 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](http://www.bpay.com.au)

### CARD



Ref: 98783822

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://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.



735092-001 001736(3471) D029 H4

MR H KAUR  
4 BILLABONG CCT  
EPPING VIC 3076

*Paid - 23/2/26*

Enquiries 1300 304 688  
Faults (24/7) 13 27 62  
Account number 20 7495 5442  
Invoice number 2074 6149 78809  
Issue date 10 Feb 2026  
Property address 4 BILLABONG CCT  
EPPING  
Property reference 1619876, LOT 205  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

## Summary

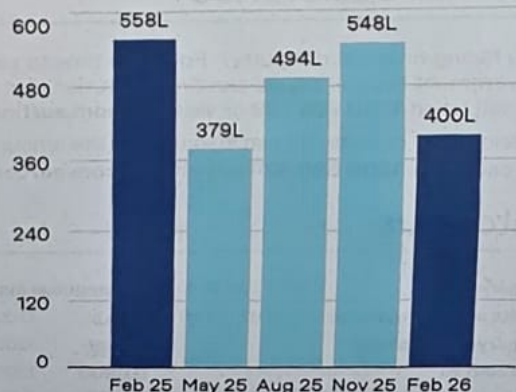
<b>Previous bill</b>	<b>\$391.41</b>
Payment received thank you	-\$391.41
<b>Balance carried forward</b>	<b>\$0.00</b>
<b>This bill</b>	
<b>Usage charges</b>	<b>\$135.75</b>
<b>Service charges</b>	
Water supply system	\$20.80
Sewerage system	\$119.92
<b>Other authority charges</b>	
Waterways and drainage	\$30.82
Parks	\$22.14
<b>Total this bill (GST does not apply)</b>	<b>\$329.43</b>
<b>Total balance</b>	<b>\$329.43</b>



- Usage charges
- Service charges
- Other authority charges

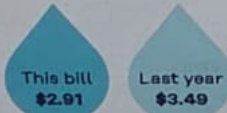
## Your household's daily water use

Target 150L of water use per person, per day.



## Your daily spend

This bill compared to the same time last year.  
Excludes other authority charges.



Average use in litres per day

