



REAL ESTATE
CONVEYANCING

VENDOR: NATASHA NIKOLOVSKI (FORMERLEY STOJANOVSKI)

CONTRACT OF SALE OF REAL ESTATE

Property: 33 Mareborne Street, Epping VIC 3076

Real Estate Conveyancing
PO Box 1115
Craigieburn VIC 3064
Tel: 03 9745 2381
Mobile: 0411 550 467
JN: 24/848

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address 33 Mareborne Street, 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 that 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 / /

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

State nature of authority, if applicable:

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

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

Print name(s) of person(s) signing: **Natasha Nikolovski (formerley Stojanovski)**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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

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.

A substantial period of time may elapse between the day on which you sign

Particulars of sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address:
Email: sold@rataandco.com.au

Tel: 94657766 Mob: Fax: Ref:

Vendor

Natasha Nikolovski (formerley Stojanovski)

Vendor's legal practitioner or conveyancer

Name: Real Estate Conveyancing
Address: PO Box 1115 Craigieburn VIC 3064
Email: jana@realestateconvey.com.au
Tel: Mob: 0411 550 467 Ref: JN: 24/848

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
10931/582	345	PS532410

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 33 Mareborne Street, Epping VIC 3076

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings of a permanent nature.

Payment (general condition 11)

Price	\$			
Deposit	\$	_____	by _____	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern' in this box

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

Settlement (general condition 10)

is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

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 :

(*only complete the one that applies. Check tenancy agreement/lease before completing details)

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words 'terms contract' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

**Special
conditions**

INFORMATION ONLY

General Conditions

Part 2 being Form 2 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 that 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 personal property –
- (a) that –
 - (i) the purchaser intends to use predominately 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 be described by a 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 Property 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. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general 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, 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) by 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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 or on 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 a 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 the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

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 Interpretation and Definitions

1.1 The following words have these meanings in this Contract unless the contrary intention appears:

Guarantee means the guarantee and indemnity annexed to this Contract.

Vendor's Statement means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this Contract.

1.2 In this Contract, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa and the use of a gender includes other genders as the case requires;
- (b) an obligation of two or more parties shall bind them jointly and severally;
- (c) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (d) a reference to:
 - (i) a person includes a body corporate, a firm, a natural person, an unincorporated association and an authority;
 - (ii) a person includes a reference to the person's legal personal representatives successors and permitted substitutes and assigns;
 - (iii) a statute ordinance code or other law includes regulations and other statutory instruments under it and consolidations amendments, re-enactments or replacements of any of them.

2 Auction Rules

2.1 The property is offered for sale by public auction. Subject to the Vendor's reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser.

2.2 The Rules for the conduct of the public auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any Rules prescribed by regulation which modify or replace those Rules together with the additional requirements as set out in this special condition. A copy of the Schedule 1 Rules are annexed to this Contract and marked "Annexure A".

2.3 Within 15 minutes after the fall of the hammer the successful bidder must:

- (a) sign this Contract;
- (b) pay the deposit set out in this Contract; and
- (c) arrange for all persons to sign the Guarantee as required under this Contract.

2.4 If the successful bidder fails to comply with special condition 2.3, the Vendor may sell the property, either by auction or private treaty, to any other person. In that event the successful bidder will not have:

- (a) any right of action against the Vendor or the Vendor's agent; or
- (b) any interest in the property, whether legal or equitable.

3 Acknowledgment

3.1 The Purchaser acknowledges receiving, before paying any money or signing any document relating to this sale:

- (a) a copy of this Contract;
- (b) a Vendor's Statement (signed by the Vendor); and
- (c) if a promise has been made with respect to obtaining a loan of money for defraying some or all of the price, a statement in writing containing the particulars required by section 51 of the *Estate Agent's Act 1980*.

4 Whole Contract

4.1 The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:

- (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;

- (b) the Vendor's agents, representatives, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;
- (c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and
- (d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

5 Measurements

- 5.1 The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

6 Planning Restrictions

- 6.1 The Purchaser buys subject to any restriction on the use of the property imposed by the relevant planning scheme, all planning permits, all other relevant planning controls or by any authority empowered by legislation to control the use of the property.

7 Condition of Property

- 7.1 The Purchaser warrants to the Vendor that, as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 7.2 The Purchaser will not make a claim or requisition or delay completion of this transaction or rescind or terminate this Contract because of anything concerning the matters referred to in special condition 7.1 or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 7.3 The Purchaser acknowledges that the improvements on the property may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not avoid this Contract or make any requisition or claim any compensation from the Vendor on that ground.
- 7.4 The Vendor sells the property with all fencing as it presently exists irrespective of whether fencing is on its correct boundary or whether there may be encroachments by or upon the property. The Vendor will not be liable for any claim or compensation in respect of the need to erect new fencing on correct boundaries or to dismantle existing fencing.
- 7.5 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on or after the day of sale in respect of all orders or requirements under the building regulations.
- 7.6 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self contained smoke alarms, the Purchaser must do so at the Purchaser's cost and expense.

8 Deposit Held Under Sale of Land Act

- 8.1 The deposit must be paid to the Vendor's representatives or the Vendor's estate agent and will be held by either of them as stakeholder under section 24 of the *Sale of Land Act* 1962.
- 8.2 All other moneys must be paid by bank cheques drawn in favour of the payees as directed by the Vendor's representatives.
- 8.3 The parties authorise the transfer of the deposit less any commission and expenses to the Vendor's representatives as stakeholders to be held in an interest bearing account with a bank as defined by section 5(1) of the *Banking Act* 1959 until it is released pursuant to section 27 of the *Sale of Land Act*. If this Contract is avoided through no fault of the Purchaser interest on the account will accrue for the benefit of and be paid to the Purchaser, but otherwise will accrue for the benefit of and be paid to the Vendor. In either case, bank accounts debits tax may be deducted from interest paid and if a tax file number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the *Income Tax Assessment Act* may be appropriated in accordance with that Act.

9 Indemnity

- 9.1 The Purchaser indemnifies the Vendor from and against all stamp duty assessed under or in connection with this sale and the transfer giving effect to the sale.

10 Default

- 10.1 If the Vendor gives a notice of default under this Contract to the Purchaser, the default will not be remedied until all of the following have occurred:
- (a) The remedy by the Purchaser of the default.
 - (b) The payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default including without limitation all interest and bank charges payable by the Vendor under any existing mortgage affecting the property, calculated to the settlement date.
 - (c) Payment of the Vendor's representatives reasonable legal costs and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.
 - (d) Payment of interest under the following special condition.

11 Default Interest

- 11.1 If the Purchaser defaults in payment of any money under this Contract, the Purchaser must without prejudice to any other rights of the Vendor, pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* on the amount in default from the time it fell due until the default ceases.

12 Waiver

- 12.1 The Purchaser's liability and obligation to pay any money and otherwise to perform the terms and conditions of this Contract will not be, or be deemed to be, waived or varied by any time indulgence or forbearance allowed or granted by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser not in accordance with this Contract. Time will be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

13 Purchaser to Procure Execution of a Guarantee

- 13.1 If the Purchaser is or includes a company or a corporation (as those words are defined in the *Corporations Act 2001*) not included in an official list of the Australian Stock Exchange Ltd, the Purchaser must:
- (a) Immediately upon execution of this Contract, procure the execution of the Guarantee by a director who has a beneficial interest in the company or by a shareholder of the company; and
 - (b) within seven days after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (or if the Vendor requires, by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representatives and to be in substantially the same form as the Guarantee and Indemnity annexed to this Contract and marked "Annexure B" but with the necessary changes being made.

14 Substituted Purchaser

- 14.1 The Vendor and the Purchaser hereby agree that upon the Purchaser producing to the Vendor not later than twenty-eight (28) days prior to the Settlement Date of this Contract a nomination form and statutory declaration (in accordance with the requirements of the State Revenue Office) and thereon the Purchaser complying with all the provisions of the Duties Act 2000 in respect of such nomination and also complying with the following provisions, the Vendor will transfer the Property to the Nominee on the date the Vendor would but for this Special Condition transfer the Property to the Purchaser PROVIDED FURTHER upon the Vendor's acceptance of such nomination all monies previously paid by the Purchaser under this Contract shall and are hereby authorised to be credited and paid by the Purchaser or nominated Purchaser and PROVIDED FURTHER:
- (a) That until settlement or the payment in full to the Vendor of all monies due and payable to the Vendor under this Contract, the Purchaser remains personally and absolutely bound by this Contract as if the nomination had not taken place.
 - (b) That to further secure the Purchaser or any other person or persons or corporation associated with the Purchaser of the Nominee's performance of the Contract, the Purchaser must and does hereby guarantee the performance by the Nominee or substitute Purchaser of its obligations.
 - (c) The Nominee shall by the nomination be deemed to have accepted title and shall not be entitled to make requisitions hereunder.
 - (d) The Purchaser under this Contract will always indemnify and keep indemnified the Vendor from and against any claim or claims which hereafter are or may be made against the Vendor arising howsoever under the provisions of this Contract of Sale relating to any such nomination and to:
 - (i) fully and truthfully disclose the circumstances of such nomination to the State Revenue Office; and
 - (ii) pay any additional legal costs incurred by the Vendor arising out of the arrangements above.

The Purchaser acknowledges that the Vendor makes and has made no representations, claims or promises in respect of the stamp duty implications or consequences of any nomination by the Purchaser and that in all respects the Purchaser is only responsible for ascertaining and paying whatever stamp duty (if any) may become payable as a consequence of such nomination.

15 Foreign Acquisitions and Takeovers Act 1975

- 15.1 If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions & Takeovers Act 1975* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the Foreign Acquisitions & Takeovers Regulations to enter into this Contract, the Purchaser warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- 15.2 The Purchaser unconditionally indemnifies the Vendor against any loss or expense (including any consequential loss) which the Vendor suffers as a result of the Purchaser's breach of the warranty given under special condition 15.1.

16 Chattels

- 16.1 Property in the chattels passes to the Purchaser upon payment of the price.
- 16.2 The Purchaser may not make any requisitions or objection, claim compensation or refuse or delay payment of the price on account of the condition of the chattels.

17 No Merger

- 17.1 Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

18 Acceptance of title

- 18.1 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.

19 Foreign resident capital gains withholding

- 19.1 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.
- 19.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
- 19.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 19.4 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.
- 19.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 19.6 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 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.
- 19.7 The representative is taken to have complied with the obligations in special condition 19.6 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.

- 19.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(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.
- 19.9 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.
- 19.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

20 Amendment of General Conditions

- 20.1 These General Conditions are amended as follows:
- (a) General Condition 11.6 is deleted completely and replaced with:
"At settlement, the purchaser must pay the fees on all cheques drawn on an authorised deposit-taking institution".

21 Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 21 applies, if the box is marked "EC"

- 21.1 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.
- 21.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 21.3 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.
- 21.4 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.
- 21.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 21.6 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.
- 21.7 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 21.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 21.8 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.
- 21.9 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.

21.10 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.

22 GST withholding - Residential premises or potential residential land

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

<input type="checkbox"/> Withholding payment is required to be made	
<input checked="" type="checkbox"/> No withholding payment for residential premises because	<input type="checkbox"/> No withholding payment for potential residential land because
<input checked="" type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the buyer is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

22.1 Vendor's notice

If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise the vendor shall give the buyer notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

22.2 Amount to be withheld by the Purchaser

Where the margin scheme applies 7% of the purchase price; otherwise 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

22.3 Purchaser to notify Australian Taxation Office

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

22.4 Purchaser to remit withheld amount

- (a) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- (b) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

22.5 Vendor to indemnify Purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

23. Land Tax

Notwithstanding any other Condition or provision contained in this Contract (this Special Condition taking priority in all respects as to Land Tax), any Land Tax liability attached to or as a charge on the property will not be adjusted between the parties, where the sale price of the property is less than \$10,000,000.00. The Vendor remains liable for all land tax assessed on the property up until settlement.

AUCTION RULES

REIV

Sale of Land Regulations 2005

SCHEDULE 1

**RULES FOR THE CONDUCT OF
PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the action.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Annexure B

GUARANTEE AND INDEMNITY

TO: The Vendor described in the annexed Contract which expression includes the Vendor's transferees, successors and assigns ("Vendor").

IN CONSIDERATION of the Vendor having agreed, at the request of the person or persons named in the schedule to this Guarantee ("Guarantor"), to sell the land described in the annexed Contract ("Contract") to the Purchaser named in the Contract ("Purchaser") the Guarantor guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase price and interest payable under the Contract and all other moneys that are or may become payable pursuant to the Contract ("guaranteed moneys") and the due performance and observance by the Purchaser of the covenants, conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed ("Purchaser's obligations"). The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

This Guarantee is given upon and subject to the following conditions:

1. If the Purchaser fails to pay the Vendor the guaranteed moneys as and when due, the Guarantor will immediately on demand pay them to the Vendor.
2. If the Purchaser fails to carry out or perform any of the Purchaser's obligations, the Guarantor will immediately on demand carry out and perform them.
3. The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the guaranteed moneys and in performing the Purchaser's obligations. It will not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the guaranteed moneys or to carry out and perform the Purchaser's obligations.
4. This Guarantee is a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.
5. This Guarantee is in addition to and not in substitution for any other guarantee or security given in favour of the Vendor and will not merge with or be affected by any other guarantee or security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.
6. Nothing in this Guarantee imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under this Guarantee particulars of the Purchaser's default resulting in that demand.
7. The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs arising out of the default of the Purchaser in payment of the guaranteed moneys or the performance of the Purchaser's obligations.
8. This Guarantee binds the Guarantor's personal representatives, successors, substitutes and assigns.
9. The Vendor's remedies against the Guarantor will not be affected if any security held by the Vendor in relation to the Contract or the indebtedness of the Purchaser is void, voidable or unenforceable for any reason.
10. The liability of the Guarantor will not be affected by the transfer or assignment of the benefit of this Guarantee to any person to whom the whole of the interest of the Vendor in the Contract has been transferred or assigned.
11. When this Guarantee is executed or intended to be executed by two or more persons:
 - (a) each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security;
 - (b) if one or more persons has not signed this Guarantee, the other person or persons having executed the Guarantee will not be released from liability but will be bound by it as a continuing security;
 - (c) a demand or notice given under this Guarantee if given to any one or more of those persons is deemed to have been given to all of them; and
 - (d) the expression "Guarantor" includes all of those persons jointly and each of them severally.

SCHEDULE

GUARANTOR:

Name:

Address:

GUARANTOR:

Name:

Address:

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
 [Signature]

..... Witness
 [Signature]

..... (Name of Witness)
 [Please Print]

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
 [Signature]

..... Witness
 [Signature]

..... (Name of Witness)
 [Please Print]

SIGNED SEALED AND DELIVERED by the Guarantor in the presence of:)
)
 [Signature]

..... Witness
 [Signature]

..... (Name of Witness)
 [Please Print]



REAL ESTATE
CONVEYANCING

Vendor: Natasha Nikolovski (formerley Stojanovski)

VENDORS STATEMENT

33 MAREBORNE STREET, EPPING
(Property)

REAL ESTATE CONVEYANCING
PO Box 1115
Tel: 0411550467
Email: jana@realestateconvey.com.au
Ref: JN: 24/848

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land: 33 Mareborne Street, Epping

Vendor: Natasha Nikolovski (formerley Stojanovski)

_____/_____/20_____
Vendor's signature Date

Purchaser:

_____/_____/20_____
Purchaser's signature Date

Purchaser:

_____/_____/20_____
Purchaser's signature Date

1. FINANCIAL

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings

(and any interest on them):-

Are contained in the attached certificate(s).

Their total does not exceed: \$

Their amounts are:

Authority	Amount	Interest (if any)
-----------	--------	-------------------

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

Nil, so far as the vendor(s) are aware.

As attached

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

Not applicable.

As attached

1.3 Terms Contract

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

Not applicable.

"Additional Vendor Statement" is attached.

1.4 Sale Subject to Mortgage

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

Not applicable.

"Additional Vendor Statement" is attached.

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable.

Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:

Type of policy:

Policy number:

Expiry Date:

Amount insured:

2.2 **Owner-Builder**

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

Not applicable.

Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:

Policy number:

Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. **LAND USE**

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s.

Is as follows:

Not applicable.

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

In the attached copies of title document/s.

As follows:

Not applicable.

3.2 **Road Access**

There is:

access to the property by road

NO access to the property by road

3.3 **Designated Bushfire Prone Area**

The land:

Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 **Planning Scheme**

- Attached is a certificate with the required specified information.
- The Planning Scheme information required to be provided is as follows:
 - Name of planning scheme: Planning Scheme
 - Name of responsible authority:
 - Zoning of the land:
 - Name of planning overlay:

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

- Not applicable.
- Are contained in the attached certificates and/or statements.
- Are as follows:

4.2 **Agricultural Chemicals**

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

- Not applicable.
- Are contained in the attached certificates and/or statements.
- Are as follows:

4.3 **Compulsory Acquisition**

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

- Not applicable.
- Are contained in the attached certificates and/or statements.
- Are as follows:

5. BUILDING PERMITS

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

- Not applicable.
- Are contained in the attached certificates and/or statements.
- Are as follows:

6. OWNERS CORPORATION

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

- Not applicable.

- Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.
- Attached is the information prescribed for the purposes of section 151(4)(a) of the Owner Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
- The owners corporation is INACTIVE

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

- GAIC (and Section 7) is NOT applicable on the sale of this property.
- GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement
 The land IS to be transferred under the agreement
- (b) The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)
 The land IS land on which the works are to be carried out under the agreement (other than Crown Land)
- (c) The land is NOT land in respect of which a GAIC is imposed
 The land IS land in respect of which a GAIC is imposed

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an “X” indicate that such a certificate or notice that is attached:

- Any certificate of release from liability to pay a GAIC
- Any certificate of deferral of the liability to pay the whole or part of a GAIC
- Any certificate of exemption from liability to pay a GAIC
- Any certificate of staged payment approval
- Any certificate of no GAIC liability
- Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability
- A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2(a) to (f) above

8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

- Electricity supply
- Gas supply
- Water supply
- Sewerage
- Telephone services

9. TITLE

9.1 Attached are copies of the following **title documents**:

- A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.
- General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.
- Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

- This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.
- This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

10.1 Unregistered Subdivision

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

- Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
- Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the Subdivision Act 1988.

- Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-
 - attached.
 - as follows:
- The proposals relating to subsequent stages that are known to the vendor are:
 - attached.
 - as follows:
- The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
 - attached.
 - as follows:

10.3 Further Plan of Subdivision

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

- Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY INFORMATION

- Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.
- Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS included in this Vendor Statement for convenience.

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

- Not applicable.
- Are contained in the attached building energy efficiency certificate.
- Are as follows:

12. DUE DILIGENCE CHECKLIST

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

- Is attached.
- Is not attached.

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

VOLUME 10931 FOLIO 582

Security no : 124116748552D
Produced 19/07/2024 09:22 AM

LAND DESCRIPTION

Lot 345 on Plan of Subdivision 532410N.
PARENT TITLE Volume 10892 Folio 105
Created by instrument PS532410N 14/03/2006

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NATASHA NIKOLOVSKI of 75 MAIN STREET THOMASTOWN VIC 3074
AJ997427X 30/10/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX898934K 12/04/2024
MACQUARIE BANK LTD

COVENANT PS532410N 14/03/2006

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 PS532410N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AX898933M (E)	DISCHARGE OF MORTGAGE	Registered	12/04/2024
AX898934K (E)	MORTGAGE	Registered	12/04/2024

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

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

Street Address: 33 MAREBORNE STREET EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

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

eCT Control 18440T MSA NATIONAL
Effective from 12/04/2024

DOCUMENT END

INFORMATION ONLY



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PLAN OF SUBDIVISION	Stage No. /	LR use only EDITION 2	Plan Number PS 532410N
----------------------------	----------------	---------------------------------	----------------------------------

Location of Land
 Parish: WOLLERT
 Township: -
 Section: 10
 Crown Allotment: -
 Crown Portion: 4 (PART)
 Title References
 C/T VOL 10892 FOL 105
 Last Plan Reference: Lot D on PS 528528M
 Postal Address: 100B ANGLERS DRIVE
 (At time of subdivision) EPPING 3076
 AMG Co-ordinates: E 326 900
 (Of approx. centre of plan) N 5 833 300 Zone 55

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref: 605784

~~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 11/1/2005

~~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 ~~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 10/1/2006

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1 RESERVE No. 2	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL SPI ELECTRICITY PTY LTD

Notations

Depth Limitations: DOES NOT APPLY

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

Lots 1 to 267 (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			

LR use only

Statement of compliance/
 Exemption Statement

Received

Date: 2/3/2006

LR use only

PLAN REGISTERED
 TIME 4:46.
 Date: 14/3/2006

[Signature]
 Assistant Registrar of Titles.

HAYSTON VALLEY ESTATE - STAGE 5 (80 LOTS) AREA OF STAGE - 6.768ha Sheet 1 of 10 Sheets

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LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE DATE / /

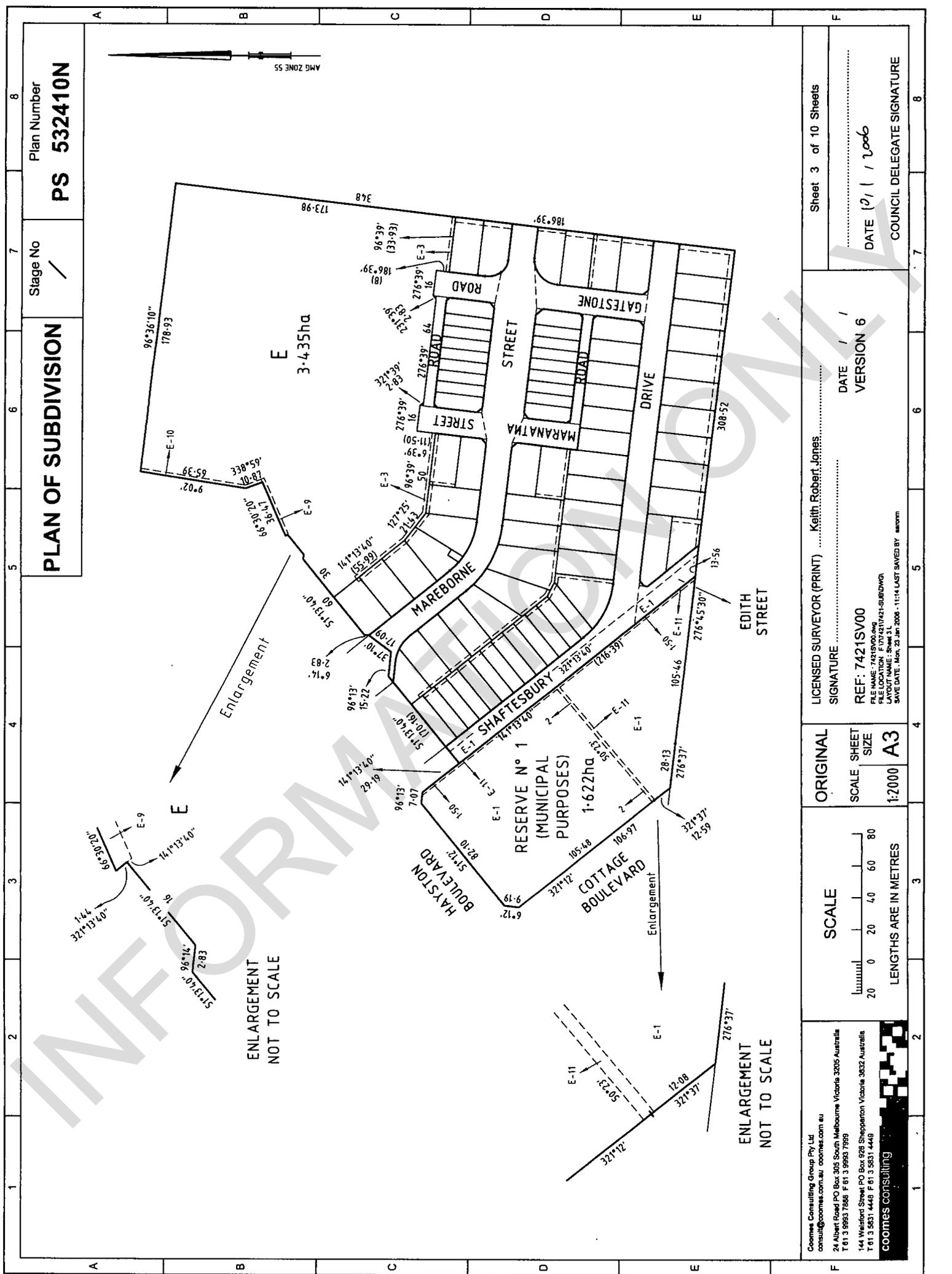
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PLAN OF SUBDIVISION

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Plan Number
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 DATE 21 / 1 / 2006
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Stage No

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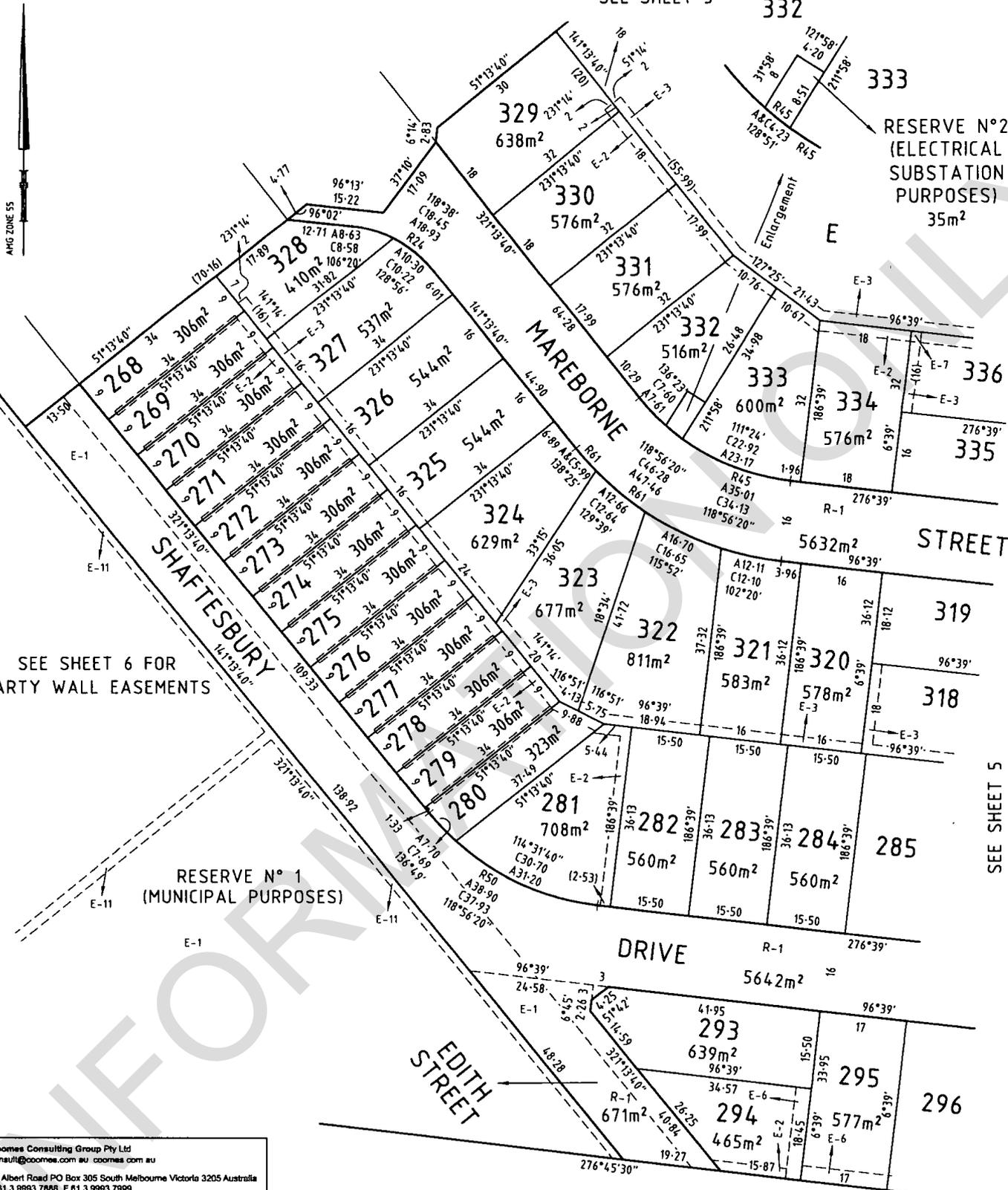
PS 532410N

SEE SHEET 3

332

333

RESERVE N°2
(ELECTRICAL
SUBSTATION
PURPOSES)
35m²



SEE SHEET 6 FOR
PARTY WALL EASEMENTS

RESERVE N° 1
(MUNICIPAL PURPOSES)

STREET

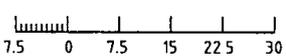
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EDITH
STREET

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DATE 10/11/2006
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SIGNATURE

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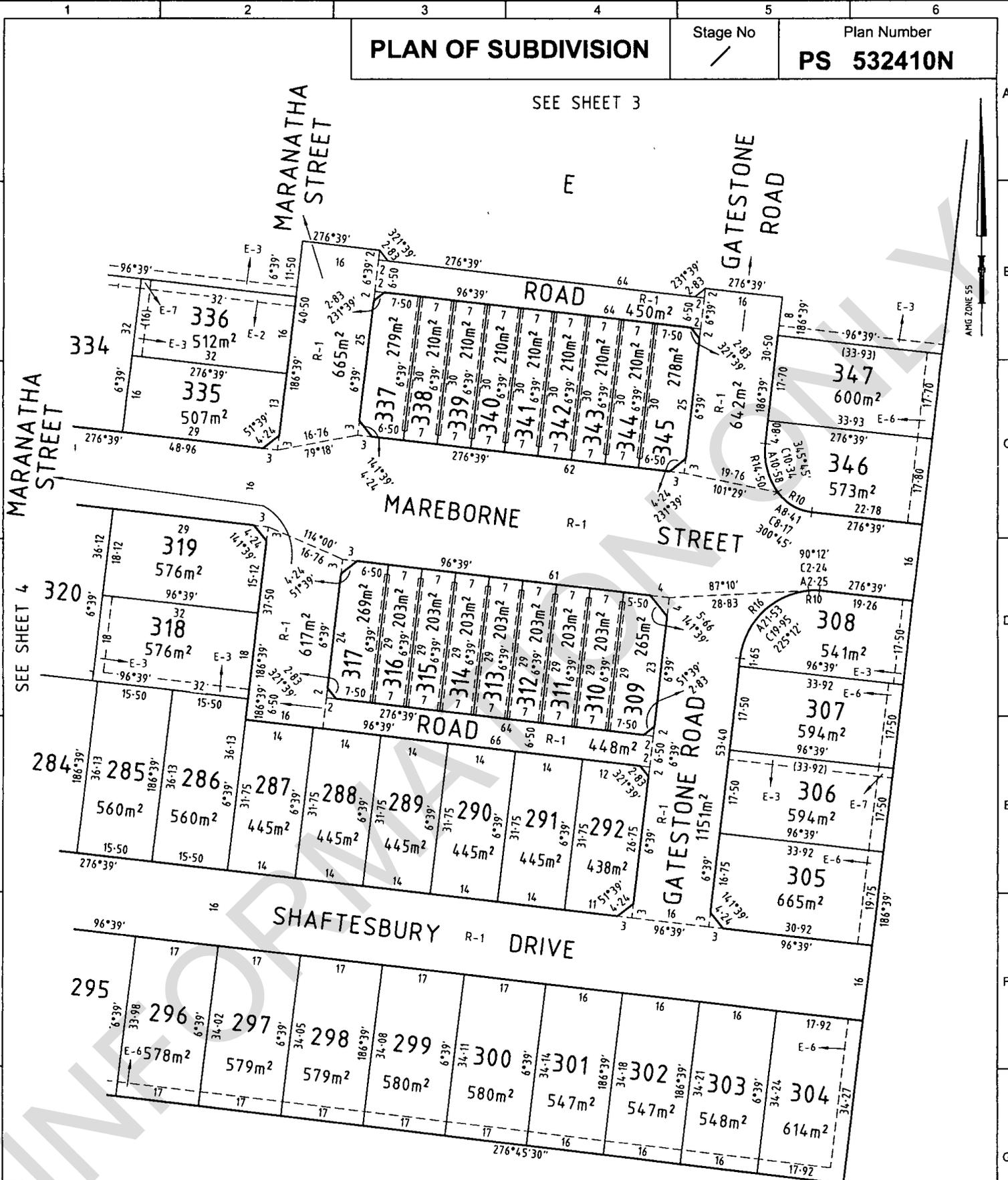
SEE SHEET 5

PLAN OF SUBDIVISION

Stage No
/

Plan Number
PS 532410N

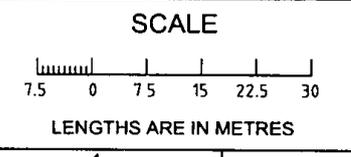
SEE SHEET 3



SEE SHEET 4

SEE SHEET 7 FOR
PARTY WALL EASEMENTS

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Sheet 5 of 10 Sheets
DATE **10/11/2006**
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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 268 to 347 (all inclusive) on this plan.

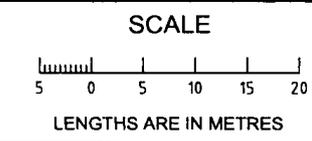
LAND TO BE BURDENED: Lots 268 to 347 (all inclusive) on this plan.

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 268 to 280, 287 to 292, 294, 309 to 317, 328, 337 to 345 (all inclusive) construct any dwelling outside the area shown thus on Sheets 9 and 10 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.

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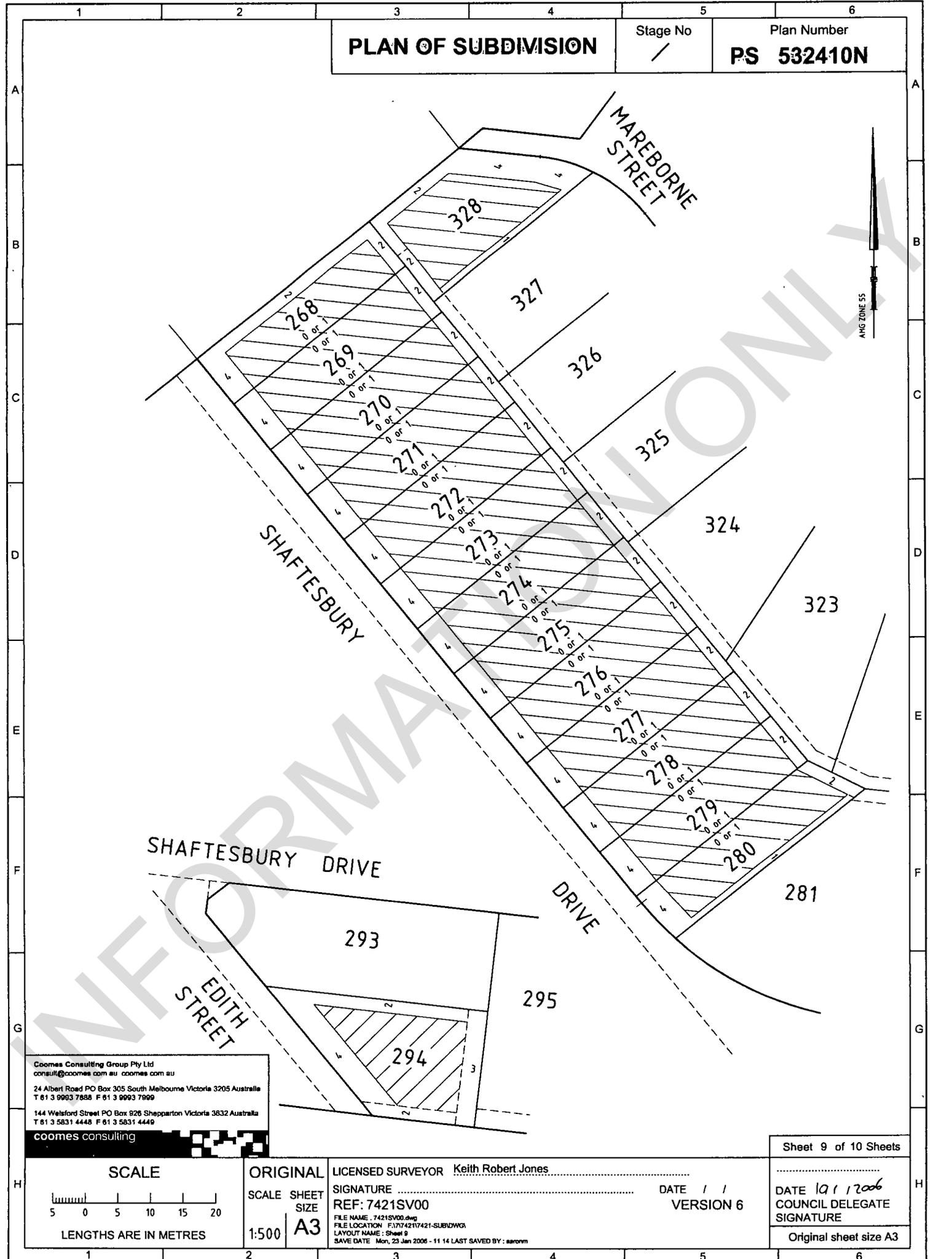
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Sheet 8 of 10 Sheets
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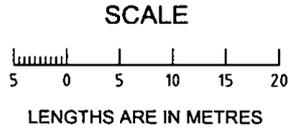
PLAN OF SUBDIVISION

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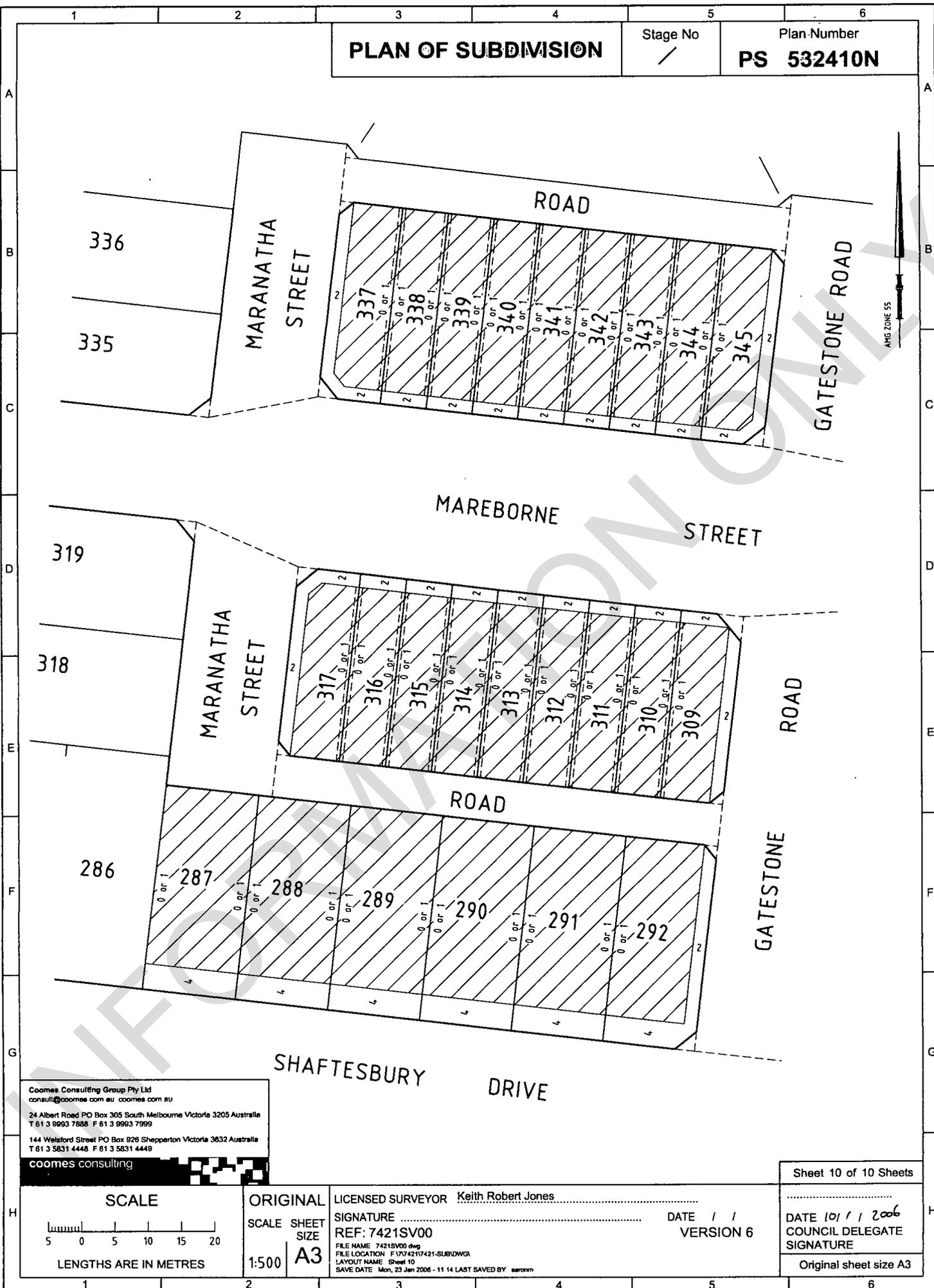
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PLAN OF SUBDIVISION

Stage No /

Plan-Number

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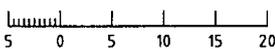


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IXPIA

FORM 13

Schedule 1 of the *Planning and Environment Regulations 1998*

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



s. 181 (1)

Planning and Environment Act 1987

AD005180W

27/07/2004 \$59 173



Lodged at the Land Titles Office by:

Name: BEST HOOPER

Phone: 9670 8951

Address: 563 Little Lonsdale Street, Melbourne

Ref: TVR:KW:03051084

Customer Code: 0485 U

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

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

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

Authority: City of Whittlesea

Section and Act under which Agreement made:

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: GRAEME BRENNAN

Position Held: CHIEF EXECUTIVE

Dated: 15/7/04



DAD005180W-1-0

RB 27.7.04

ENDURING POWER OF ATTORNEY

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

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



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

Handwritten signature of Charles Raymond Hay and printed name CHARLES RAYMOND HAY

Witnessed by:

AD005180W

27/07/2004 \$59 173



Handwritten signature of Graham Neill and printed name Signature of Witness

GRAHAM NEILL Name of Witness

5 KIMBERLEY DRIVE Address of Witness

BROADFORD VIC 3658

Witnessed by:

Handwritten signature of Audrey June Hay and printed name Signature of Witness

Audrey June HAY Name of Witness

9 Paul Cresc Address of Witness

EPPING 3076

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

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

SPECIMEN SIGNATURE OF ATTORNEYS

Handwritten signature of Stephen Fenton Glen Hay and printed name STEPHEN FENTON GLEN HAY

Handwritten signature of Sonia Audrey Neill and printed name SONIA AUDREY NEILL

AD005180W

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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

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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 ~~AC 782696D~~ ~~AC 640646W~~ 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.



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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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(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:-

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




Chief Executive Officer

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



Stephen Hay
Signature of Director

[Signature]
Signature of Secretary

STEPHEN HAY
Full Name

KENNETH ROWLAND BIRD
Full Name

3 Skyline Drive Maribyrnong
Usual address
Vic.

601/241 WELLINGTON ROAD
EAST RUSSELL PARK
Usual address

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

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

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

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

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'A'

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

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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?

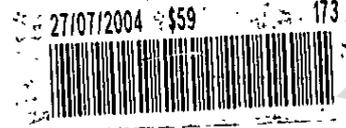
- The Responsible Authority has issued a permit.

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.

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WHEN DOES A PERMIT EXPIRE?



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

WHAT ABOUT APPEALS?

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

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

2. Section 173 Agreement – Neighbourhood Commercial Facility

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

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

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



3. Layout Not Altered

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

4. Subdivision Restriction

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

i. Landscape Masterplan

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

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



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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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Signature for the
Responsible Authority: JPh.

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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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Signature for the Responsible Authority: 





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

11. Bonding of Approved Landscape Works

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

12. Conduits Requirement

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

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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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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:

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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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Date Amended: 22 October 2003

Signature for the Responsible Authority:

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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

Date issued: 27 May 2003
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Signature for the Responsible Authority:



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

VicRoads Conditions

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

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

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

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



Date issued: 27 May 2003
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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.
- 5. Engineering Plans of the subdivision (A1 size) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.
- 46. Any roadway designed to act as an overland flow path must be designed in accordance with Melbourne Water's Land Development Manual Appendix G. Unless otherwise agreed with Melbourne Water, finished lot levels must achieve a minimum of 300mm freeboard above the associated flood level.



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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

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

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

Signature for the Responsible Authority: 

'B'

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

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 / /

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Vesting of Roads or Reserves

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

Notations

Depth Limitations: DOES NOT APPLY

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

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



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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

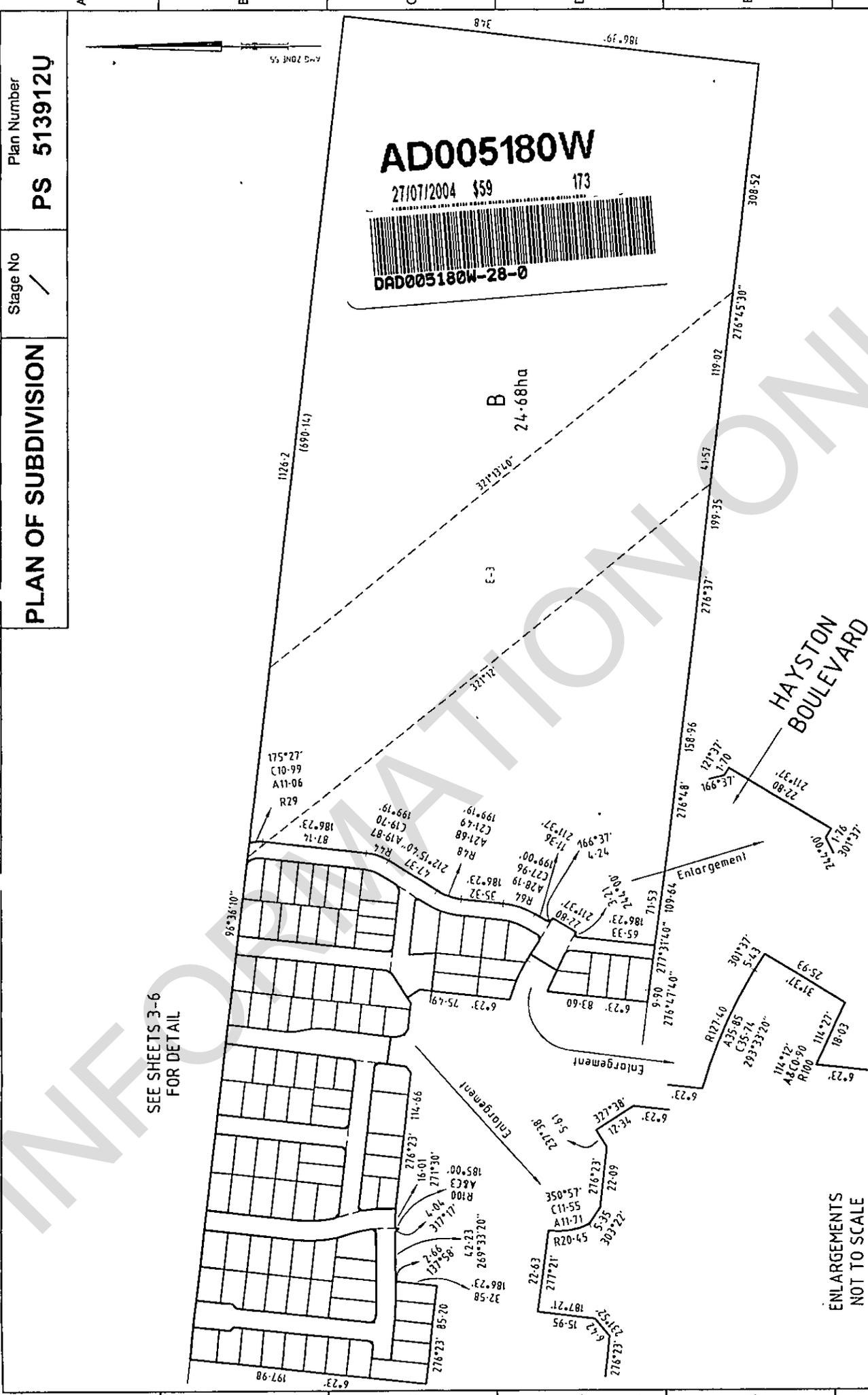
Date: / /

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

<p>Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering</p>  <p>Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia AQN 050 029 431 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999 Email coms@coomes.com.au Web www.coomes.com.au</p>	<p>LICENSED SURVEYOR (PRINT) <u>Keith Robert Jones</u></p> <p>SIGNATURE <u>[Signature]</u> DATE <u>13/4/04</u></p> <p>REF: 7410SV00 VERSION 7</p> <p><small>HILL NAME: 7410SV00.dwg HILL LOCATION: 177410F410 SV00.DWG LAYOUT NAME: Sheet 1 SAVL DATE: Wed 07 Apr 2004 17:32 LASF: SAVLD BY: mshirley</small></p>
<p>DATE / / COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>	



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
/

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	<p>SEE SHEETS 3-6 FOR DETAIL</p>			

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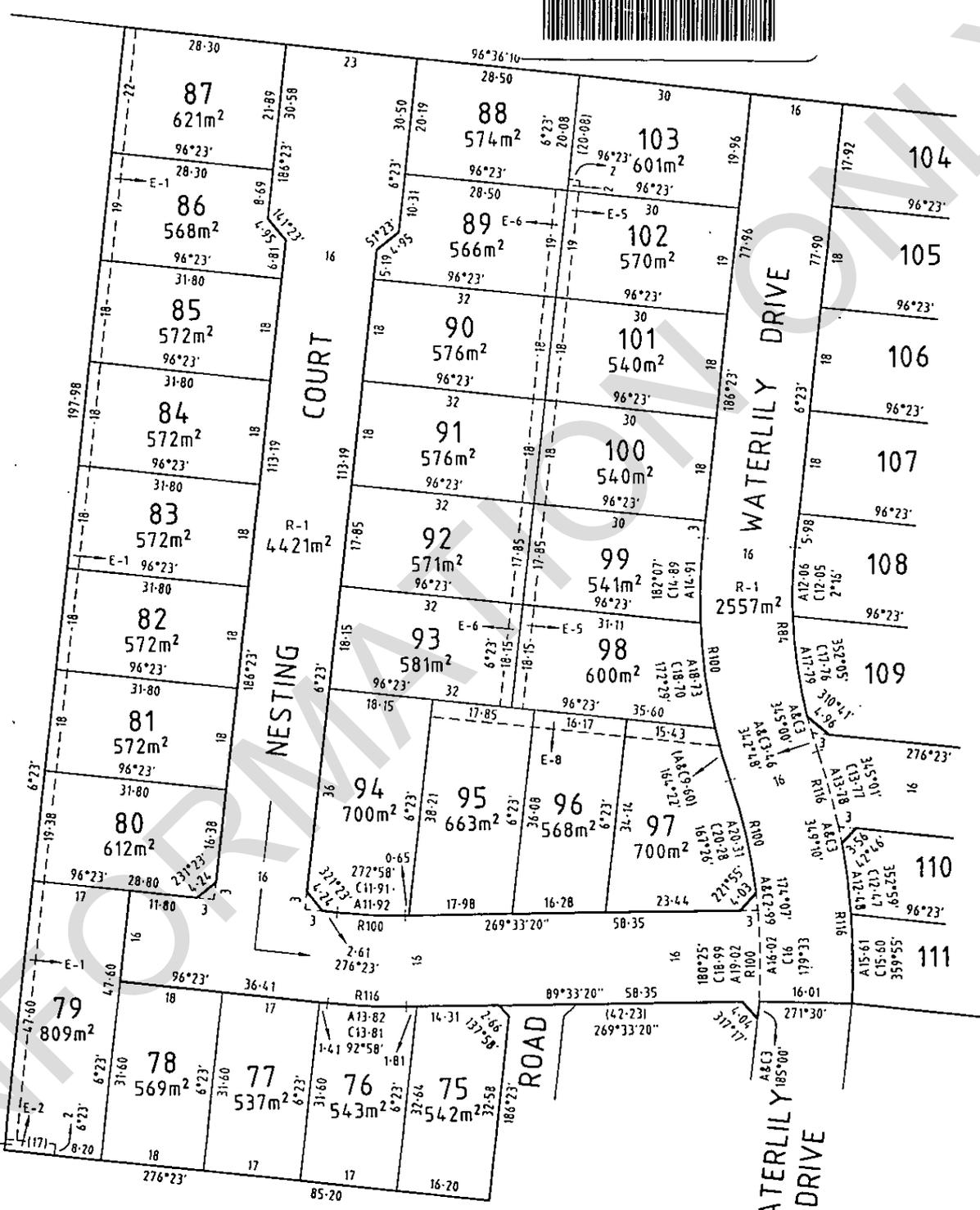
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ANG ZONE 55

SEE SHEET 4



DAD005180W-29-3

Sheet 3 of 9 Sheets

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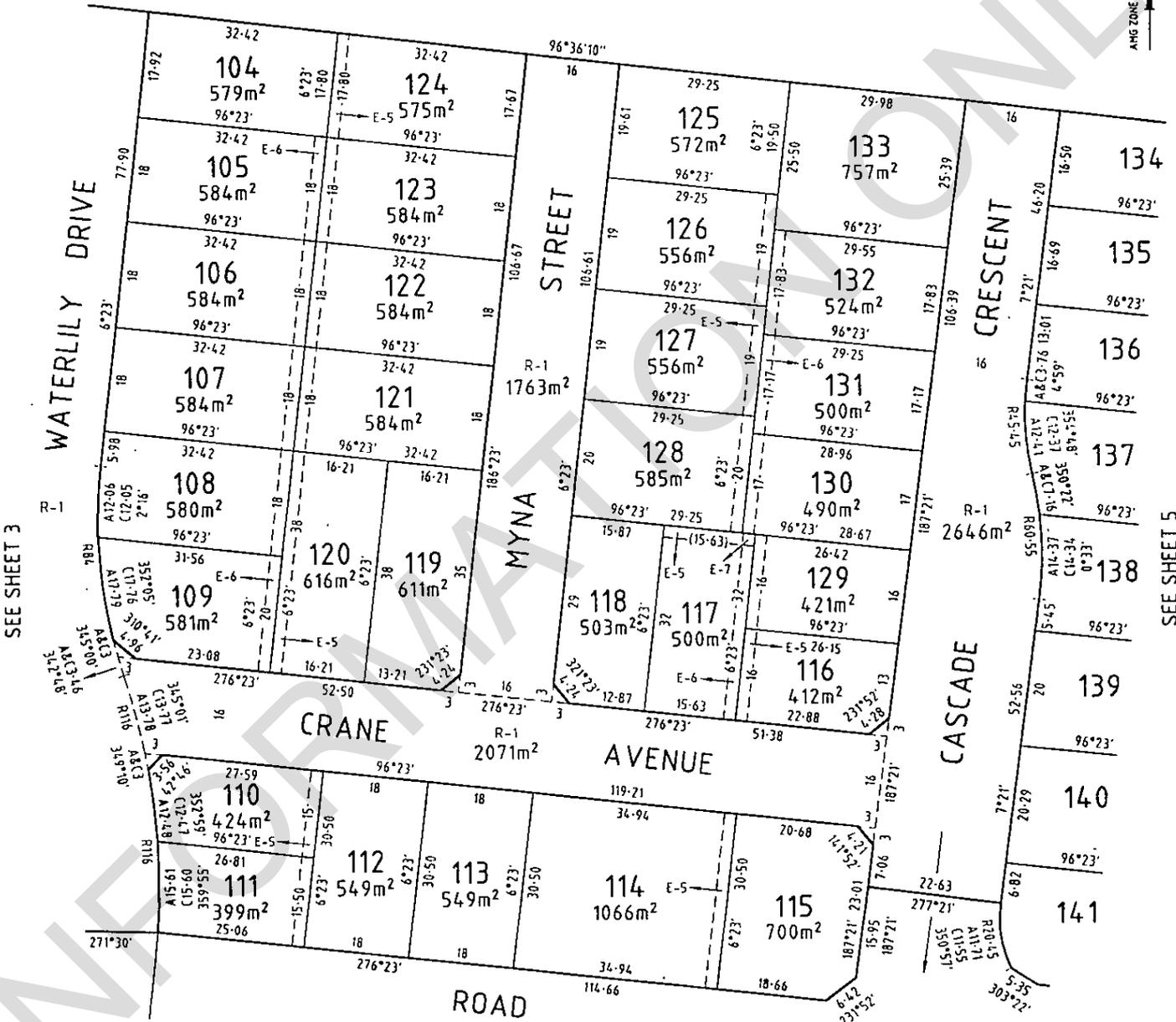
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SEE SHEET 3

SEE SHEET 5

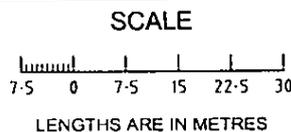


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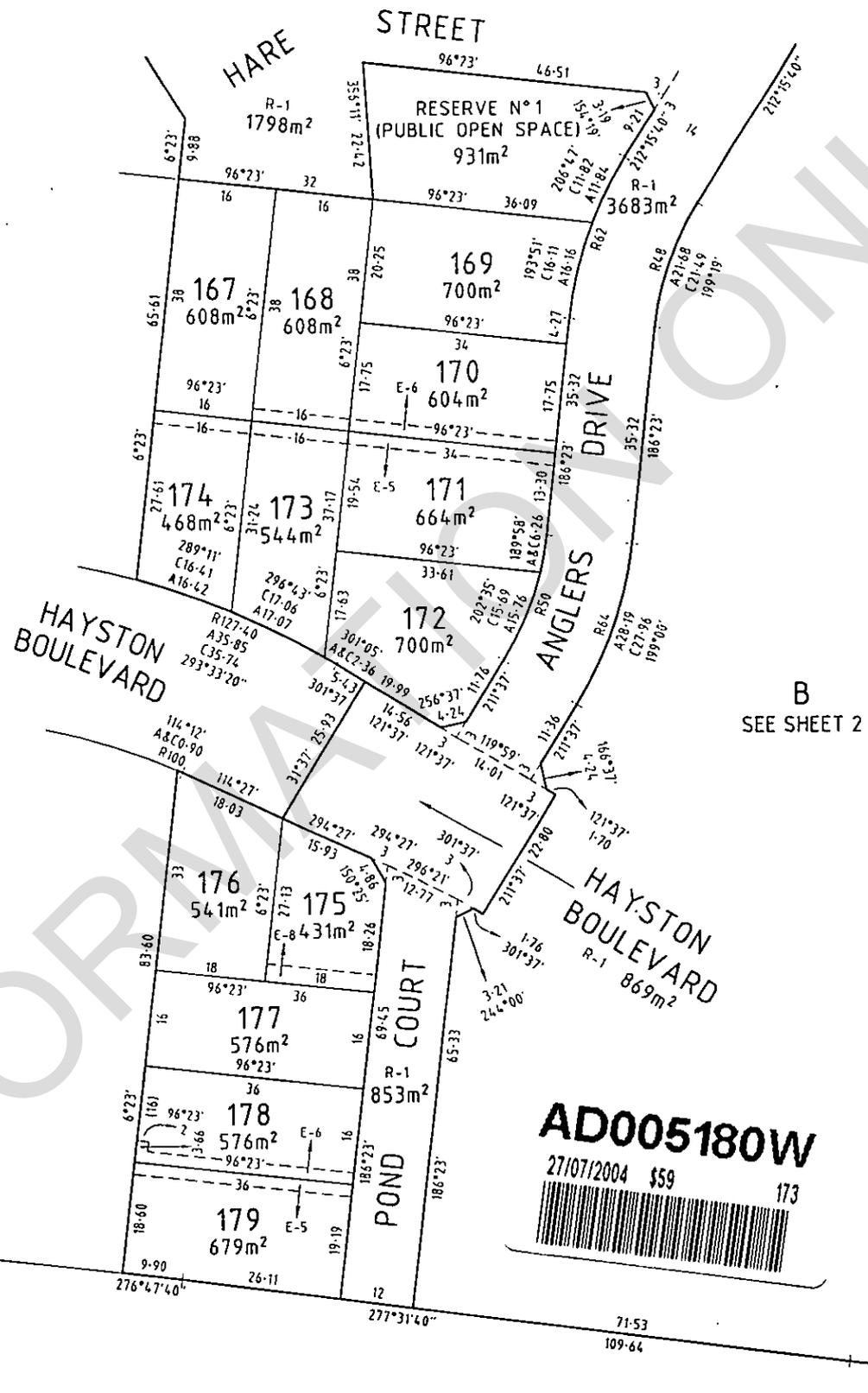
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PLAN OF SUBDIVISION	Stage No /	Plan Number PS 513912U
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SEE SHEET 5



B SEE SHEET 2

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Sheet 6 of 9 Sheets

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PLAN OF SUBDIVISION

Stage No

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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.



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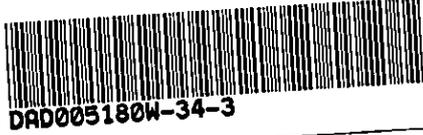
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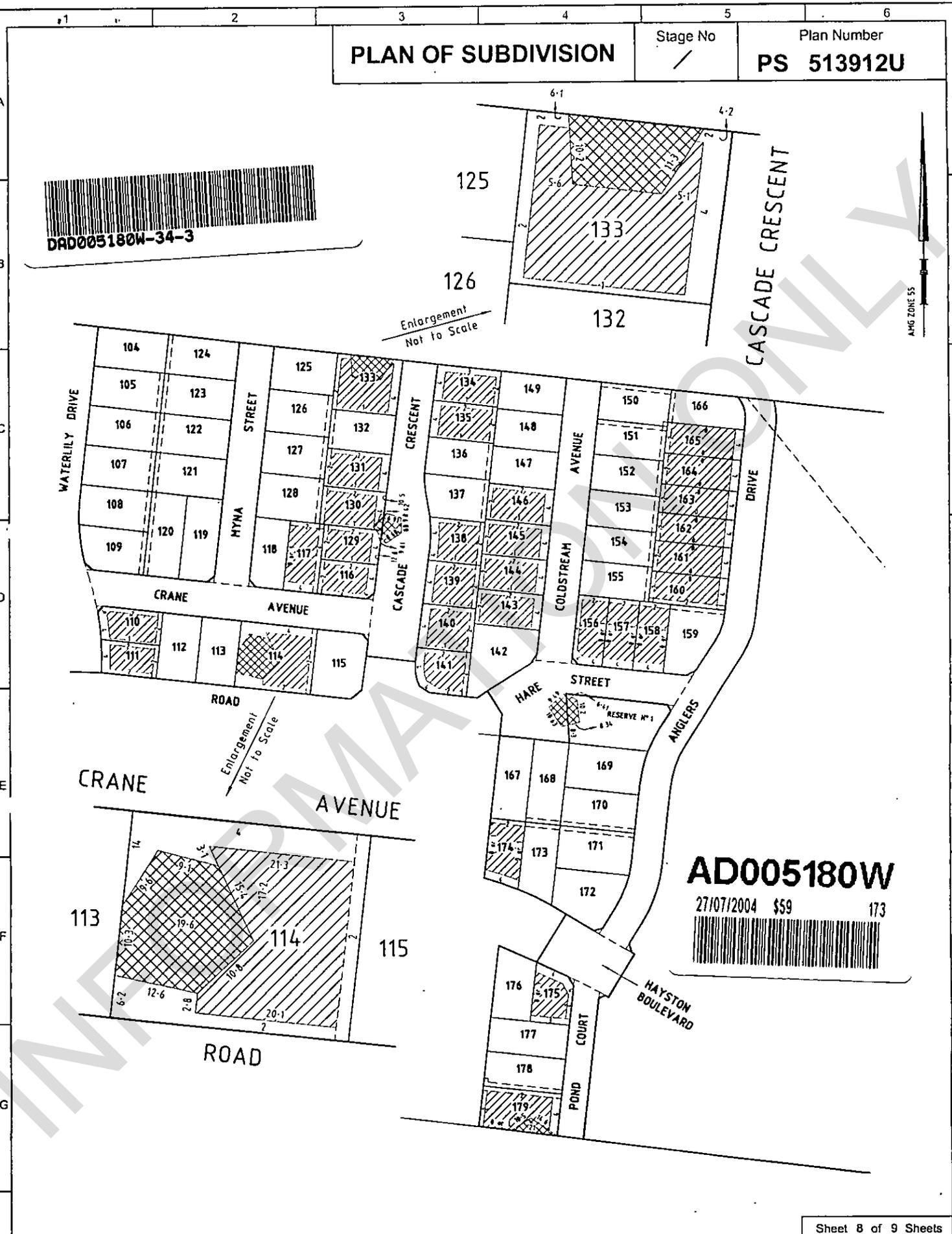
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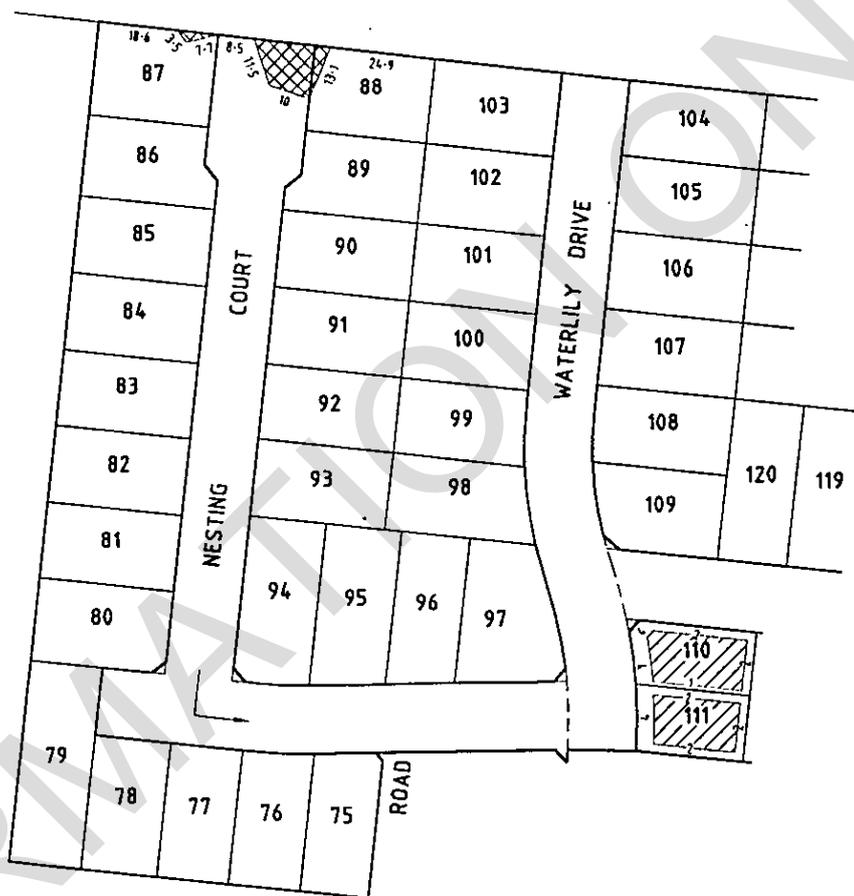
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PLAN OF SUBDIVISION	Stage No /	Plan Number PS 513912U
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SCALE

LENGTHS ARE IN METRES

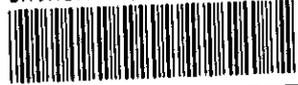
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LICENSED SURVEYOR *Keith Robert Jones*
SIGNATURE ..*Keith Robert Jones* DATE 13/4/04
REF: 7410SV00 VERSION 7
FILE NAME : 7410SV00.dwg
FILE LOCATION : F:\1732-1032-10-SUB\DWG1
LAYOUT NAME : Sheet 9
SAVE DATE : Wed, 07 Apr 2004 - 17:32 LAST SAVED BY : m.jeffery

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27/07/2004 \$59 173



C

Tree Exclusion Zone Requirements

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

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

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

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

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

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

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

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

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



AD005180W-36-1



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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.

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

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FORM 13

4

AC782656R

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Schedule 1 of the *Planning and Environment Regulations 1987*

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

s. 181 (1)

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

BLAKE DAWSON WALDRON

Name: ~~BEST HOOPER~~

496P

Phone: ~~9670 8951~~

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

Ref: ~~TVR:KW:03051084~~

Customer Code: ~~048511~~

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

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

Land:

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

Part - error
AE
2/5/04

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

AMENDED

Section and Act under which Agreement made:

- 3 MAY 2004

Section 173 Planning and Environment Act 1987

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

A copy of the Agreement is attached to this Application.

[Handwritten Signature]

Signature for the Authority:

Name of Officer: GRAEME BRENNAN

Position Held: CHIEF EXECUTIVE OFFICER

Dated: 29th MARCH 2004



DAC782656R-1-8

23 APR 2004
[Handwritten Signature]

AC782656R

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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

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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.

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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.

GAM MACKINTOSH
GAM MACKINTOSH AUDBE FOR
Australia and New Zealand Banking Group Limited
ACN.005.357.522 by its authority under.....
Power of Attorney DATED 18-11-2002
BOOK NO 277 PAGE 19

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

Stephen Hay
Sonia A Neill



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

'A'

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

AC782656R



PLANNING PERMIT

WHITTLESEA PLANNING
SCHEME

ADDRESS OF THE LAND:

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



THE PERMIT ALLOWS:

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

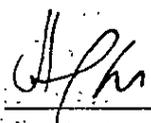
THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Amended Plan Required

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

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

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

Signature for the
Responsible Authority: 



DAC782656R-10-1

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

2. Section 173 Agreement – Neighbourhood Commercial Facility

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

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

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

3. Layout Not Altered

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

4. Subdivision Restriction

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

5. Landscape Masterplan

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

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

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Date Amended: 22 October 2003

Signature for the Responsible Authority: 



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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.



DAC782656R-11-4

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

Signature for the
Responsible Authority: JPH





8. Landscape Plans

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

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

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

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

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



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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;

Date issued: 27 May 2003
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Signature for the
Responsible Authority: 

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

11. Bonding of Approved Landscape Works

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

12. Conduits Requirement

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



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Date issued: 27 May 2003
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Signature for the
Responsible Authority: _____

[Handwritten Signature]





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: 





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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.

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

Signature for the
Responsible Authority: 

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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:

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

Signature for the Responsible Authority: 





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

attachment
c

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

22. Tree Protection Mechanisms (Security Deposit)

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

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23. Fences adjoining Reserves

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

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

Signature for the Responsible Authority:



24. **Removal of Topsoil**

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

25. **Street Lighting**

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

26. **Filling of Land**

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

27. **Development Contributions**

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

Note: Development contributions include contributions for Community Infrastructure.

28. **Restrictive Covenant Restriction**

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



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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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Responsible Authority: 



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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.

Date issued: 27 May 2003
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Signature for the
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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.

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

Signature for the
 Responsible Authority:





Yarra Valley Water Conditions

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

TXU Conditions

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

Telstra Conditions

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

Date issued: 27 May 2003
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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



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

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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Date Amended: 22 October 2003

**Signature for the
Responsible Authority:**



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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.

AC782656R



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

Signature for the Responsible Authority:

'B'

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



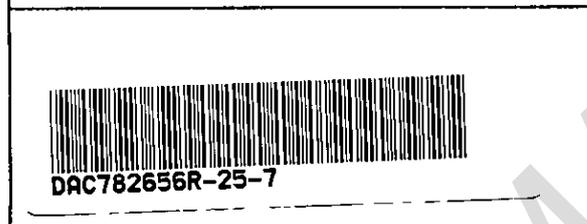
AC782656R

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)

LR use only

Statement of compliance/
 Exemption Statement

Received

Date: / /

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

LR use only

**PLAN REGISTERED
 TIME**

Date: / /

Assistant Registrar of Titles.

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

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

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

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REF: 7407SV00 VERSION 11

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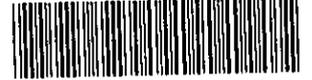
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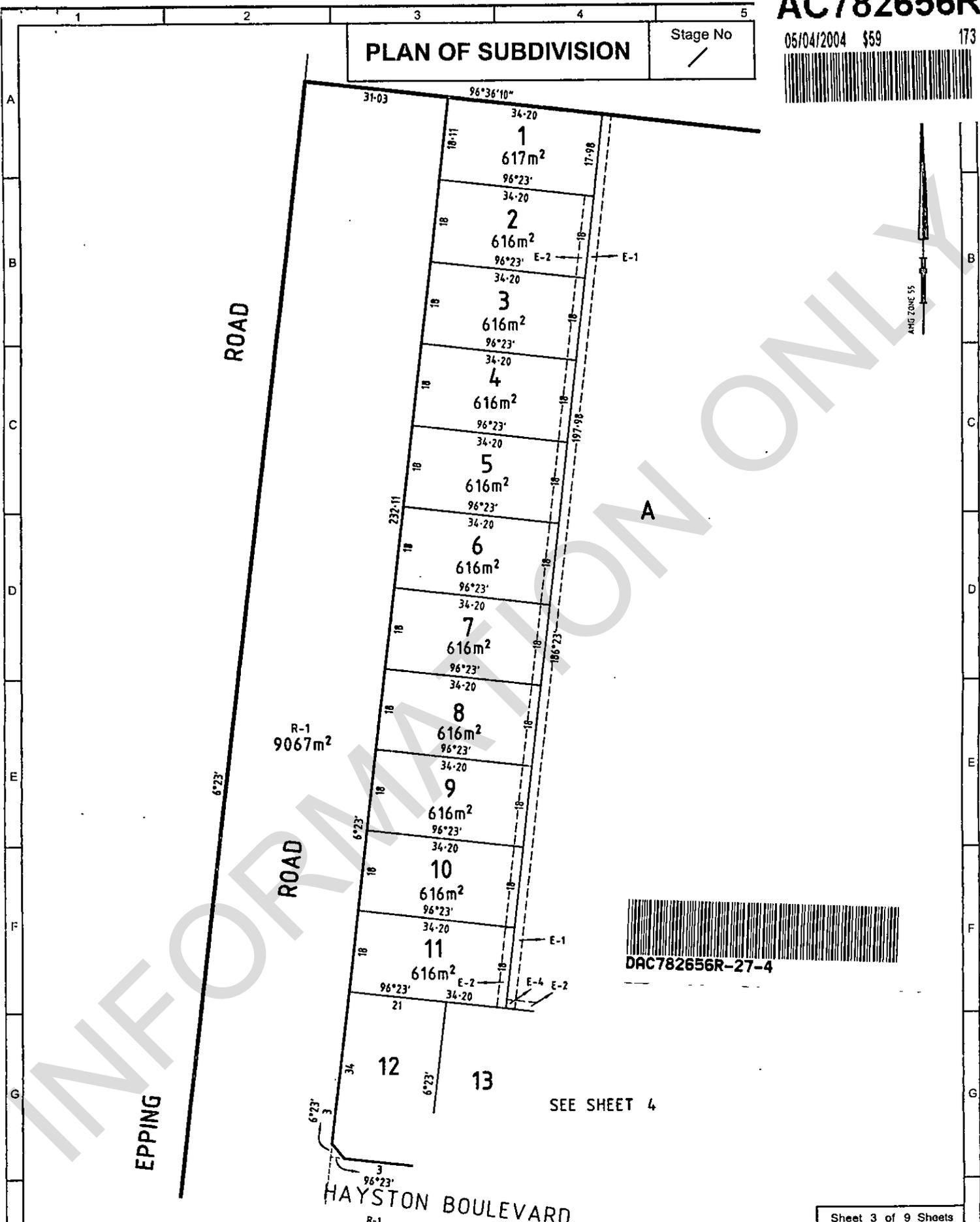
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PLAN OF SUBDIVISION

Stage No

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SEE SHEET 4

Sheet 3 of 9 Sheets

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31 Albert Road South Melbourne VIC 3200 Australia
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SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
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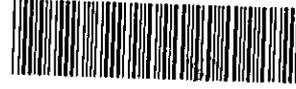
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Stage No
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Plan Number
PS 511702S

AC782656R

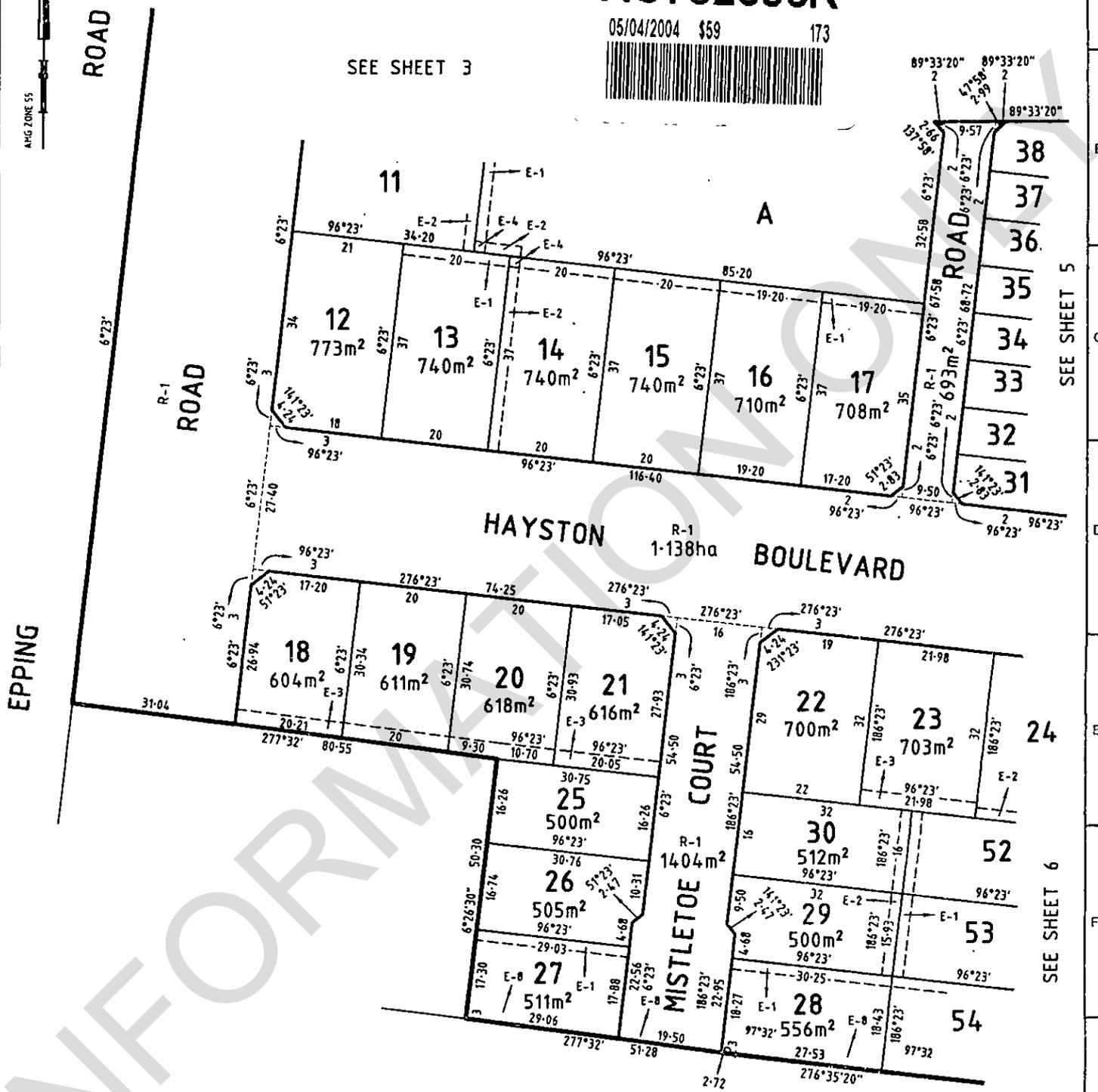
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SEE SHEET 3

SEE SHEET 5

SEE SHEET 6



EPPING ROAD

R-1 ROAD

HAYSTON

BOULEVARD

MISTLETOE COURT



DAC782656R-28-8

Sheet 4 of 9 Sheets

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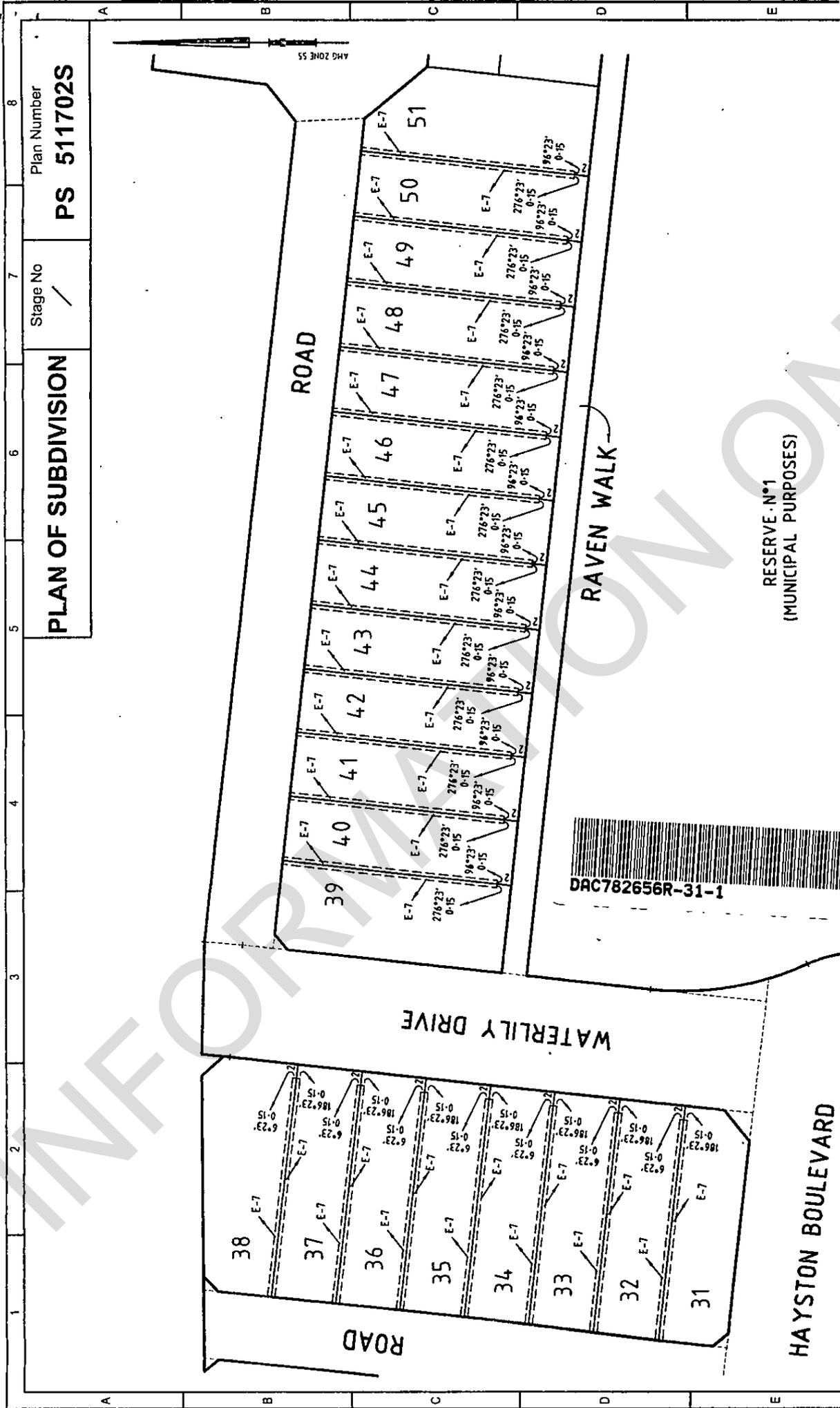
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Plan Number
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PLAN OF SUBDIVISION

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LENGTHS ARE IN METRES

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PLAN OF SUBDIVISION	Stage No. /	LR use only EDITION	Plan Number PS 511702S
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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 Rescove apply to all lots on this plan.



Sheet 8 of 9 Sheets

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Project Management
Landscape Architecture
Environmental Science
Agricultural Engineering

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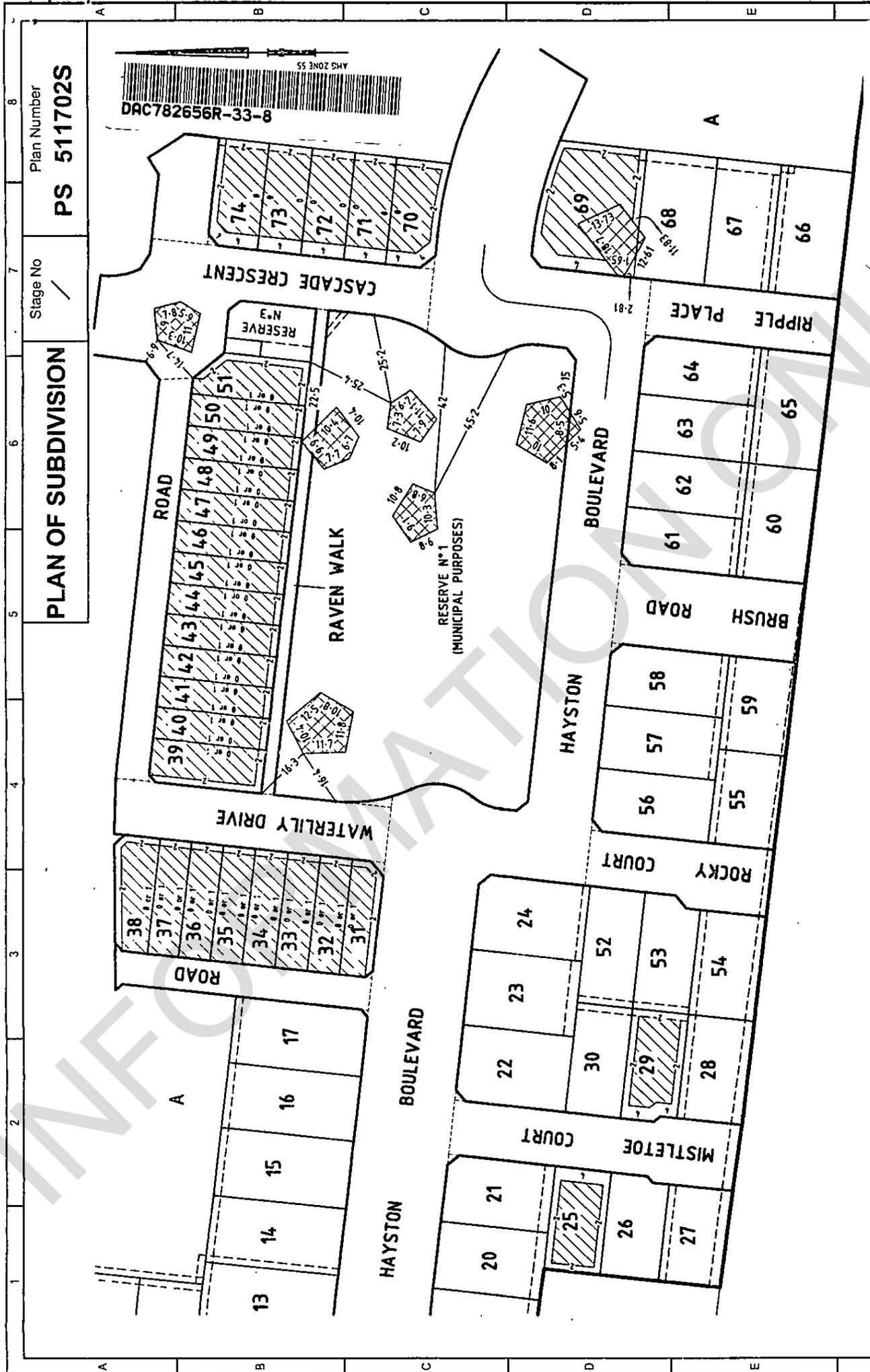
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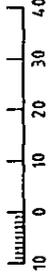
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Plan Number
PS 511702S

Stage No
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PLAN OF SUBDIVISION

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C

Tree Exclusion Zone Requirements

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

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

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

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

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

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

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

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

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



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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: _____

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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 ¹⁰⁸⁶⁶ ~~10819~~ Folio ⁸⁹⁸ ~~515~~ (Part Lot B), Hayston Boulevard, Epping.

VOLUME 10866 FOLIO 898 INCLUSIVE
939
944

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





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2

THIS AGREEMENT made the 4th 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 ^{10866 Folio 898} ~~10678 Folio 005 and Volume 10679 Folio 875~~ 10866 Folio 939 inclusive (Lot C) ^{Hayston Boulevard, Epping-} 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~~ ^{AC782696P} 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.

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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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- (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:

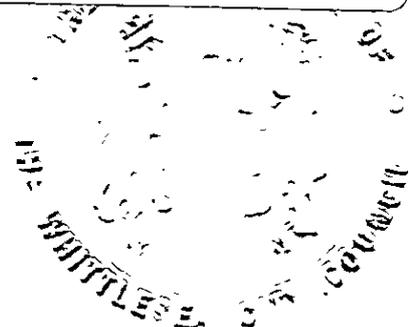
- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (d) If a party consists of more than 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: *MZ 13442 Mining*



DAD586934Y-7-8

A

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

AD586934Y



PLANNING PERMIT

WHITTLESEA PLANNING
SCHEME

ADDRESS OF THE LAND:

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



THE PERMIT ALLOWS:

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

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Amended Plan Required

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

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

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

Signature for the
Responsible Authority: 

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

- * The Responsible Authority has issued a permit.

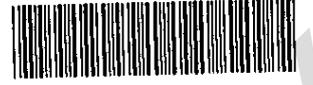
WHEN DOES A PERMIT BEGIN?

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 300m² and 500m² in accordance with Clause 56.06 of the Whittlesea Planning Scheme.

2. Section 173 Agreement – Neighbourhood Commercial Facility

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

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

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

3. Layout Not Altered

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

4. Subdivision Restriction

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

5. Landscape Masterplan

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

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

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

Signature for the Responsible Authority:

- (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

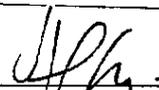
The demolition of the Old Travellers Inn (Hays Homestead) and associated outbuildings must be undertaken in accordance with the requirements of Heritage Victoria and the interpretive recommendations contained in the report 'Hays Homestead, Epping North (H7922/0213): Proposed Options for Heritage Interpretation,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

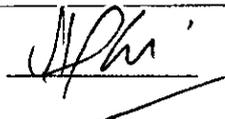
12. Conduits Requirement

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.



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

Signature for 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

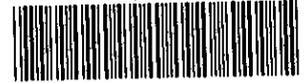
- (a) All fences adjoining Council Reserves are to be erected by the developer at no cost to Council.
- (b) Prior to the issue of the Statement of Compliance, the developer must enter into an agreement pursuant to Section 173 of the Planning and Environment Act, which requires the future maintenance 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

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

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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PLAN OF SUBDIVISION	Stage No. /	LR use only EDITION	Plan Number PS 519648C
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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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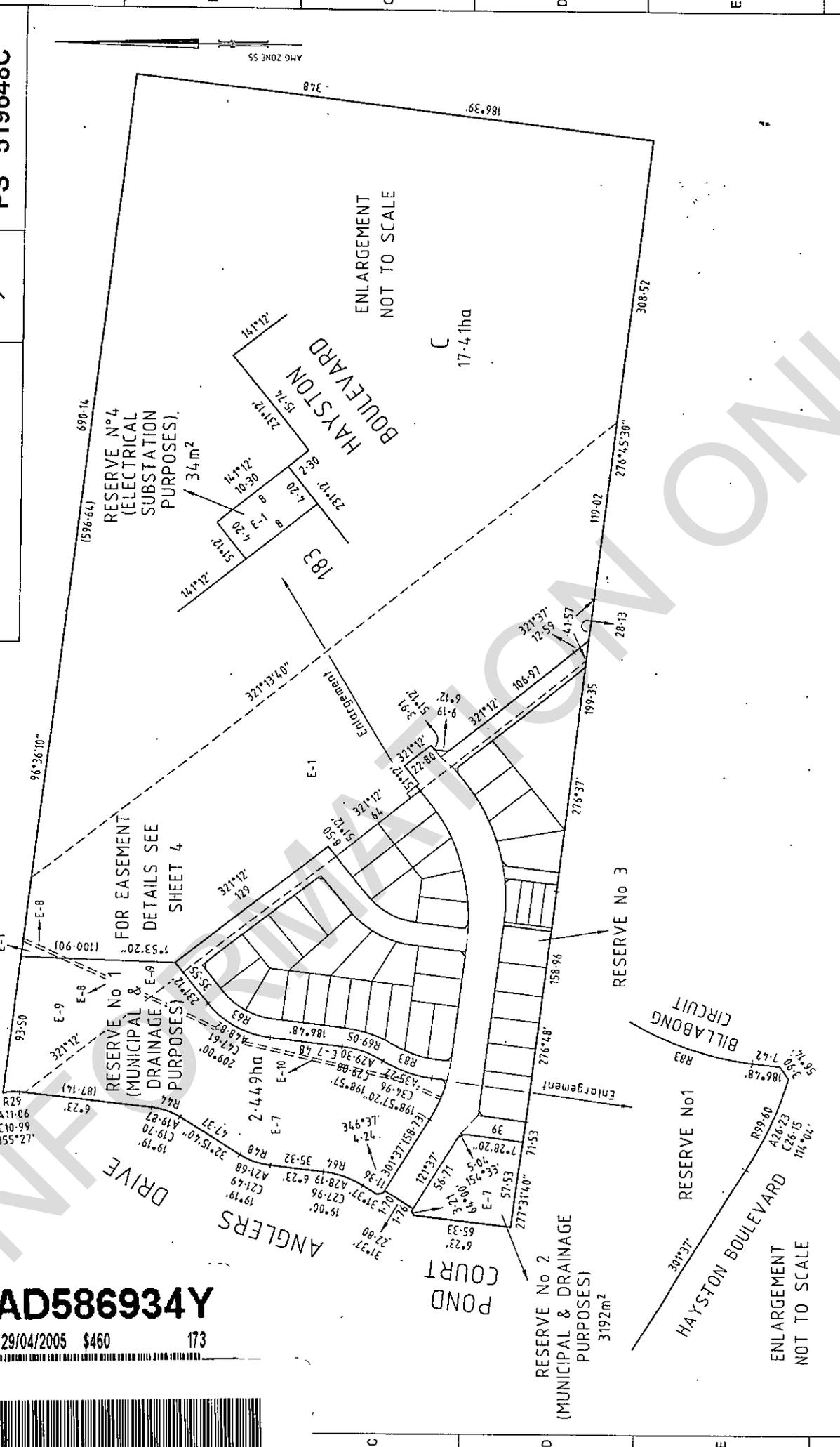
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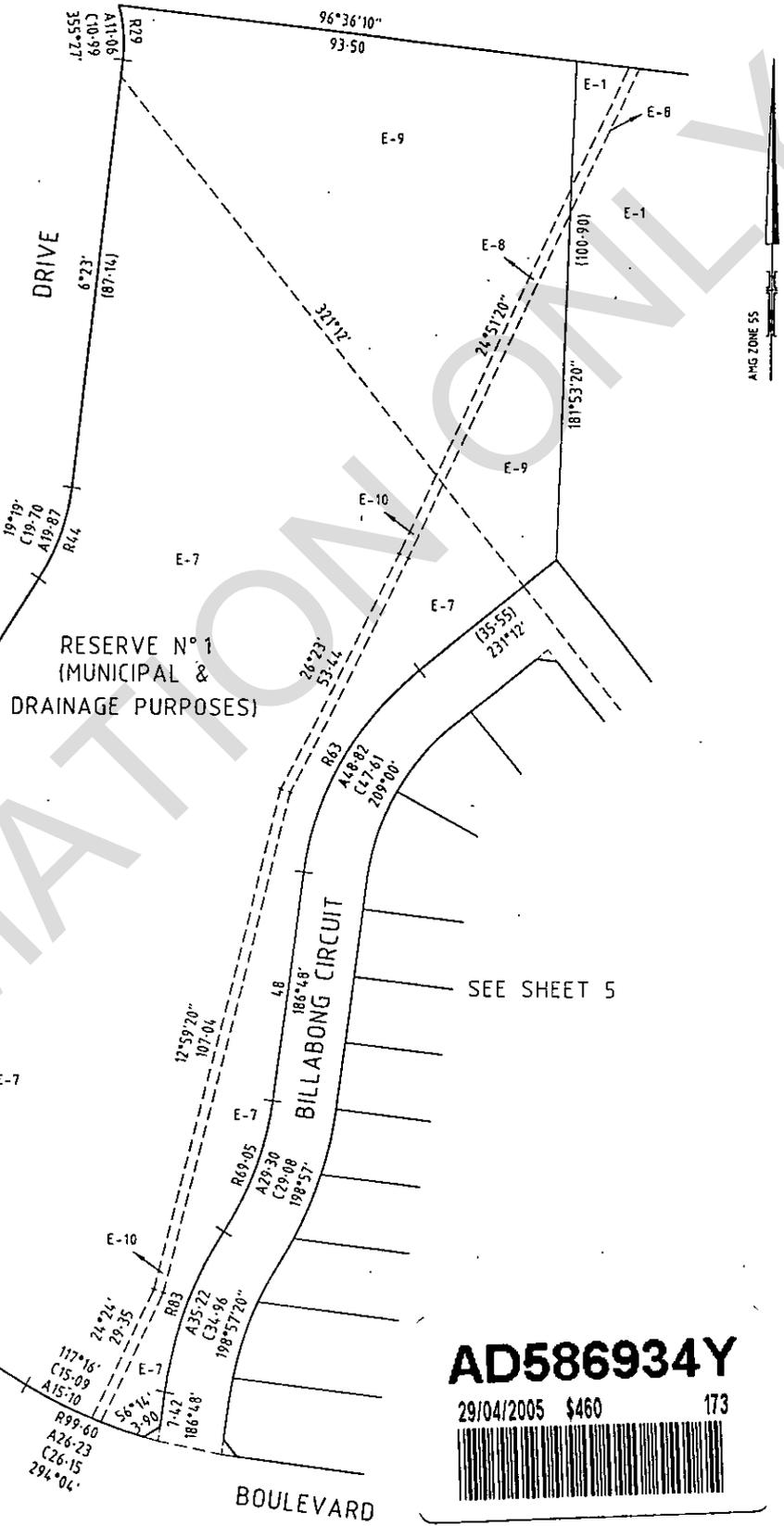
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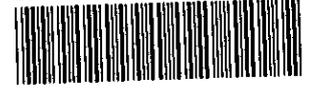


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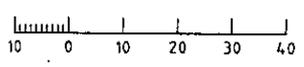
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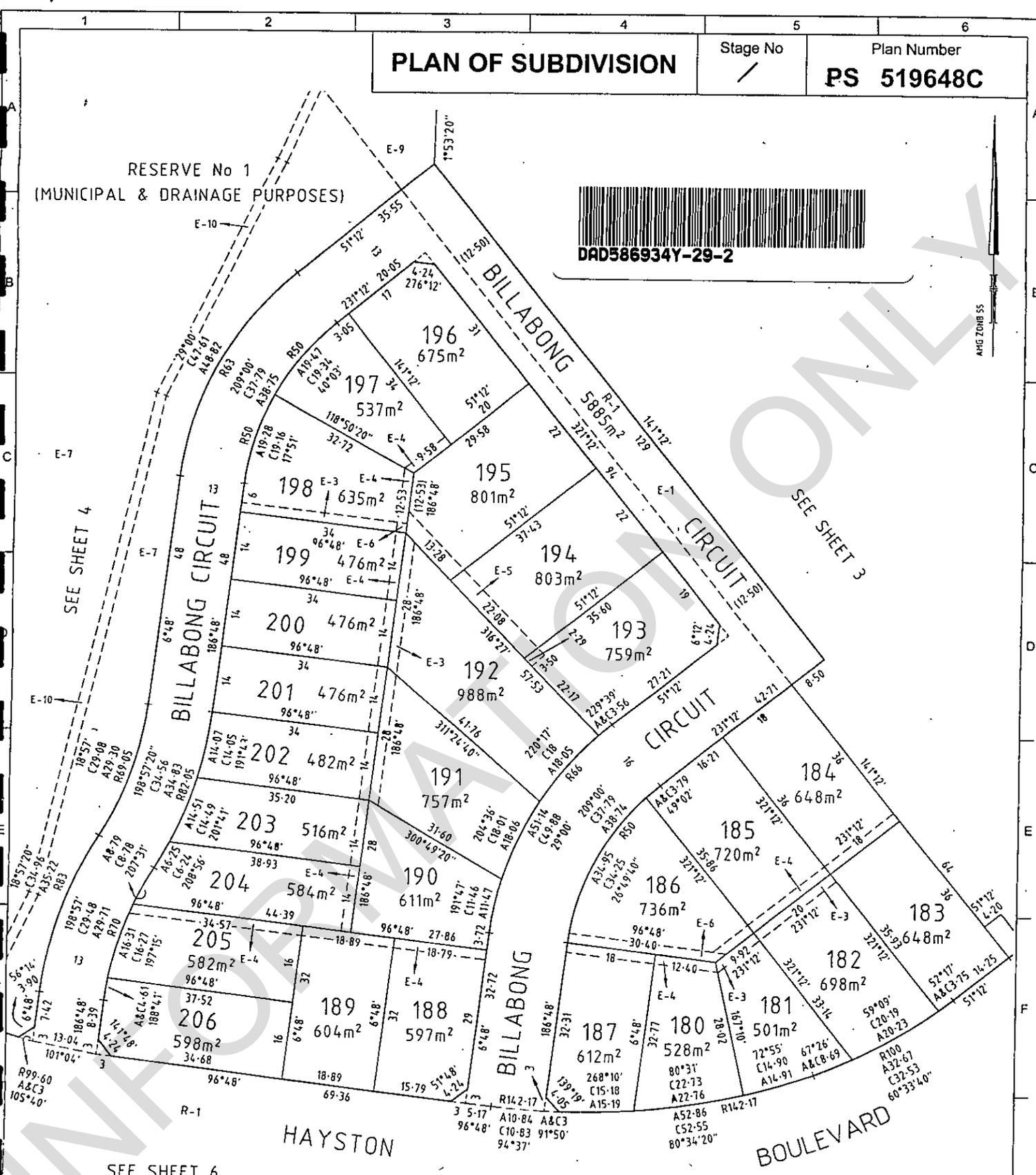
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RESERVE No 1
(MUNICIPAL & DRAINAGE PURPOSES)

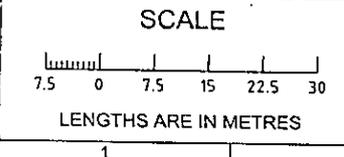


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PLAN OF SUBDIVISION

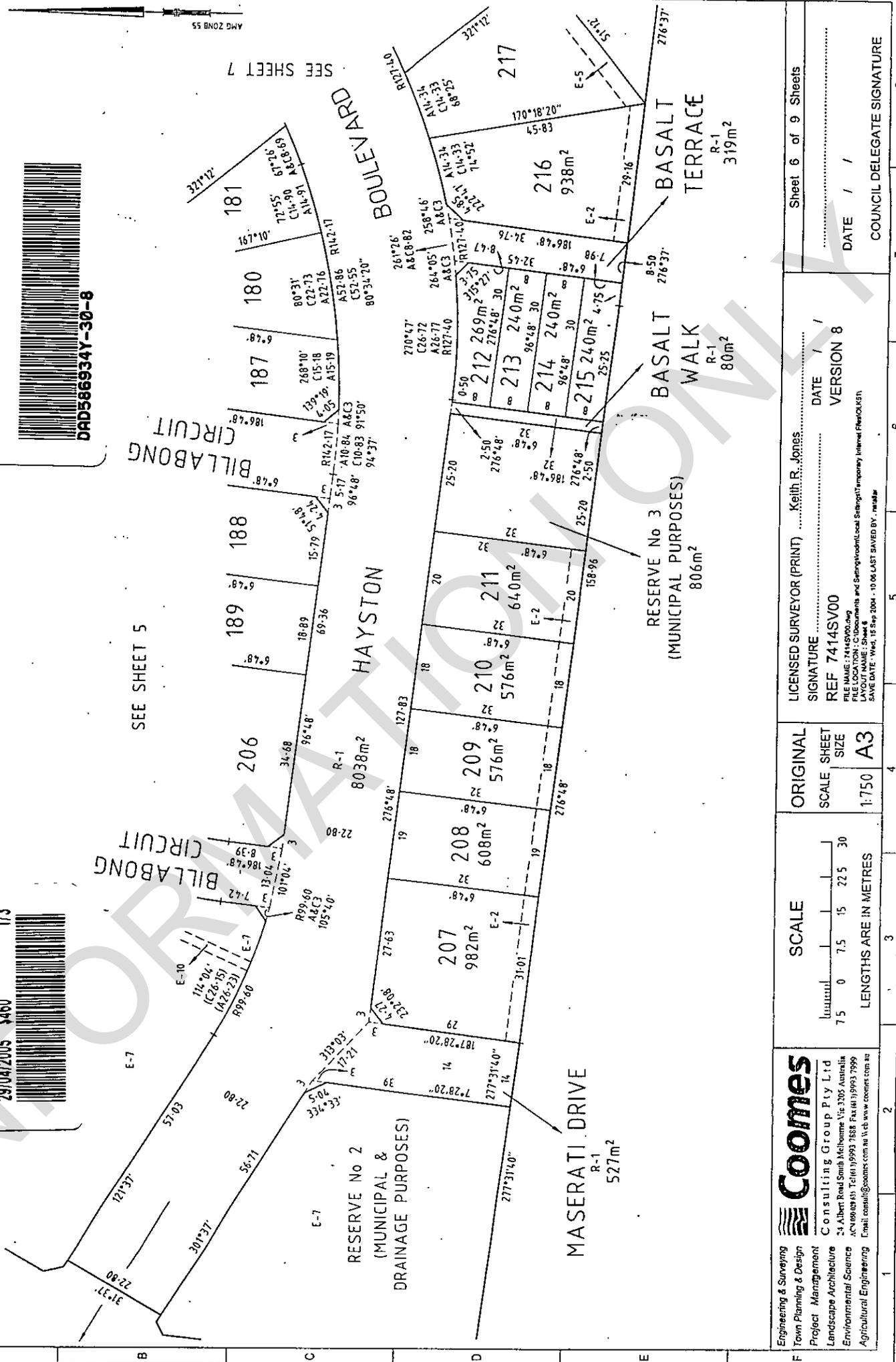
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Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Email: consult@coomes.com.au Web: www.coomes.com.au	Coomes Consulting Group Pty Ltd 24 Albert Road South Melbourne VIC 3205 Australia ACN 080261611 Tel: (61) 39953 7888 Fax: (61) 39953 7999		ORIGINAL SCALE SHEET SIZE 1:750 A3	LICENSED SURVEYOR (PRINT) Keith R. Jones SIGNATURE REF 7414S/000 FILE NAME: 7414S/000.dwg FILE LOCATION: C:\Documents and Settings\kcoomes\My Recent Documents\7414S/000.dwg LAYOUT NAME: Sheet 6 SAVE DATE: Wed, 15 Sep 2004 - 10:06 LAST SAVED BY: m.miller	SHEET 6 OF 9 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
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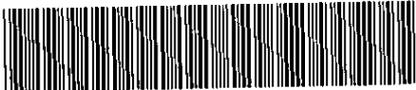
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BUILDING ENVELOPE PLAN

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RESERVE No 1
(MUNICIPAL & DRAINAGE PURPOSES)

RESERVE No 2
(MUNICIPAL & DRAINAGE PURPOSES)

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HAYSTON

BOULEVARD

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LICENSED SURVEYOR Keith R Jones

SIGNATURE

REF: 7414SV00

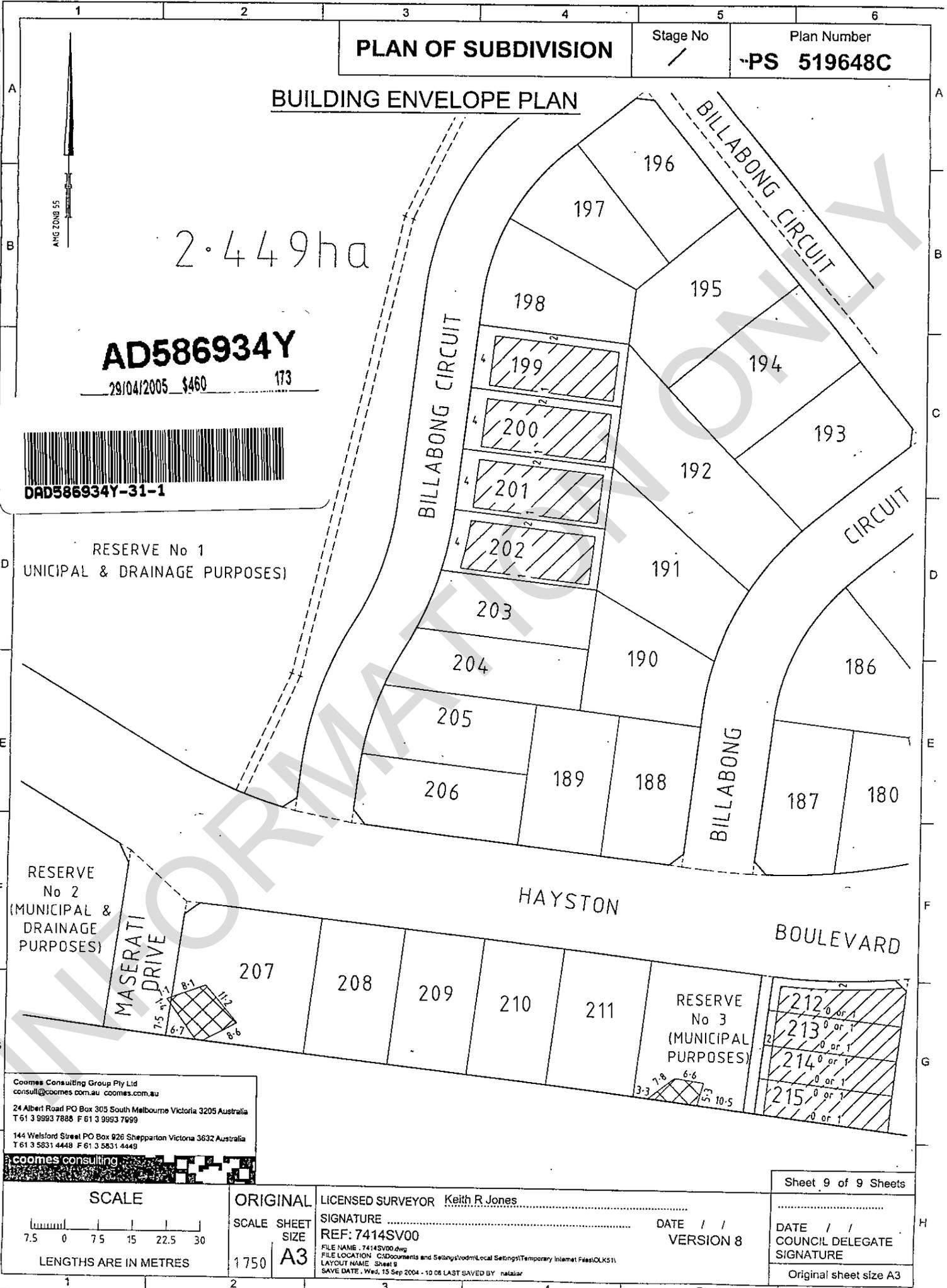
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FILE LOCATION: C:\Documents and Settings\rodml\Local Settings\Temporary Internet Files\OLK511
LAYOUT NAME: Sheet 9
SAVE DATE: Wed, 15 Sep 2004 - 10:08 LAST SAVED BY: natalia

DATE / /
VERSION 8

Sheet 9 of 9 Sheets

DATE / /
COUNCIL DELEGATE SIGNATURE

Original sheet size A3



	PLAN OF SUBDIVISION	Stage No. /	LR use only EDITION	Plan Number PS 519648C
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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.

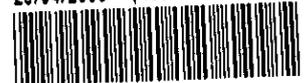
NOTE: The provisions of the Whittlesea Planning Scheme, the Hayston Valley siting and design guidelines for new homes and Rescode apply to all lots on this plan.



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 3rd post is to be TP
- SP to be placed intermediately between the TP posts at 3 metre intervals
- the ring lock mesh to encircle the structure and be firmly secured at each post



AD586934Y

29/04/2005 \$460 173



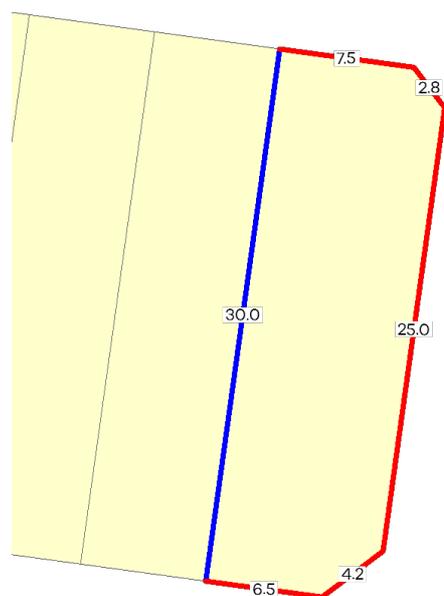
PROPERTY DETAILS

Address: **33 MAREBORNE STREET EPPING 3076**
Lot and Plan Number: **Lot 345 PS532410**
Standard Parcel Identifier (SPI): **345\PS532410**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **598300**
Directory Reference: **Melway 182 E6**

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: 278 sq. m

Perimeter: 76 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

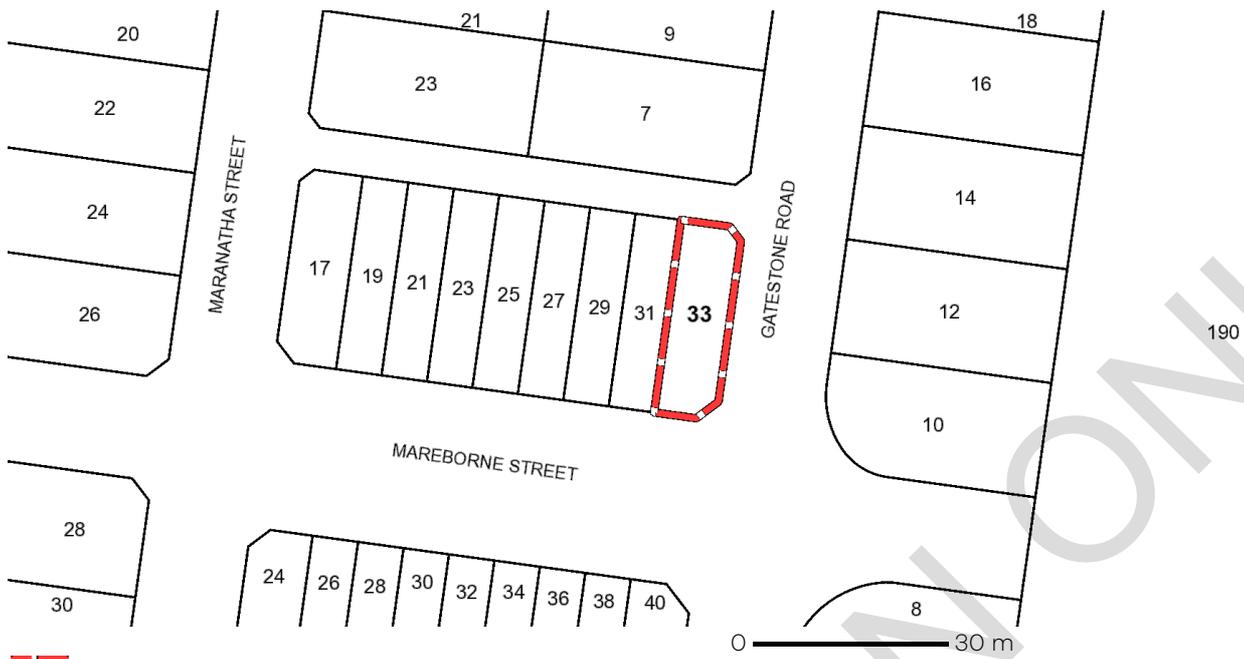
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

From www.planning.vic.gov.au at 23 July 2024 05:41 PM

PROPERTY DETAILS

Address: **33 MAREBORNE STREET EPPING 3076**
Lot and Plan Number: **Lot 345 PS532410**
Standard Parcel Identifier (SPI): **345\PS532410**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **598300**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 182 E6**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

Planning Zones

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

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

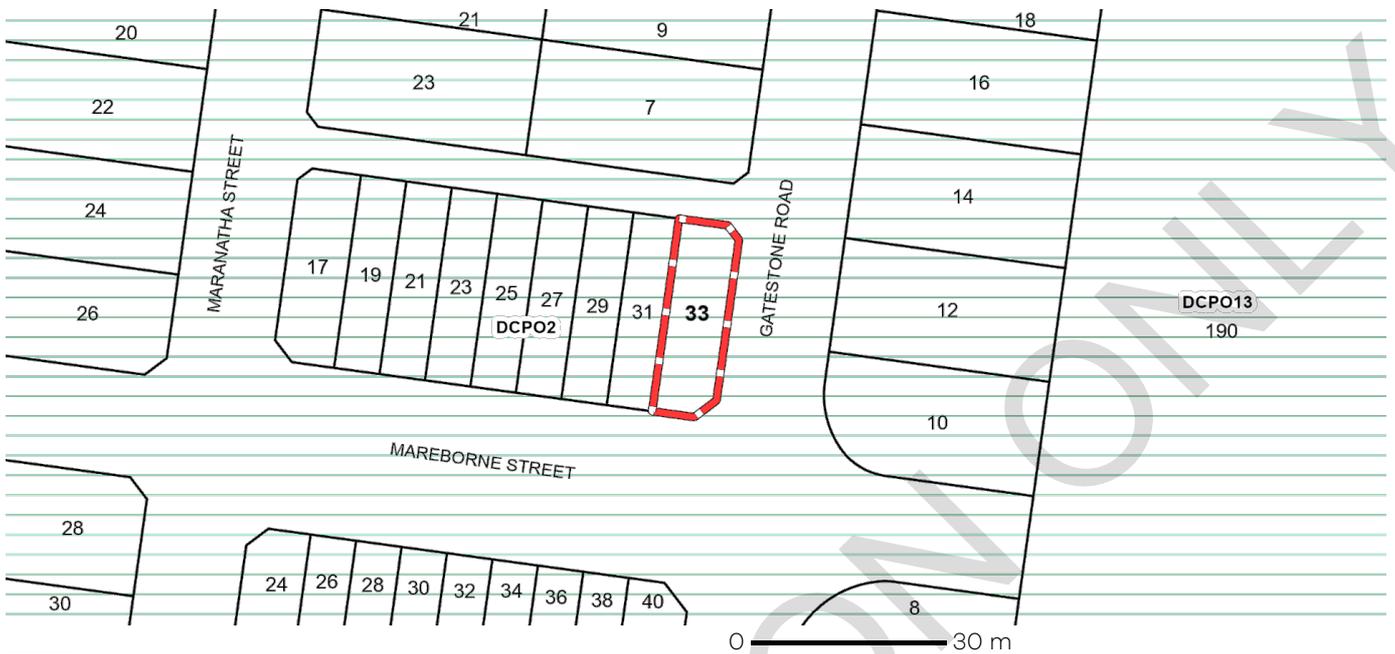


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

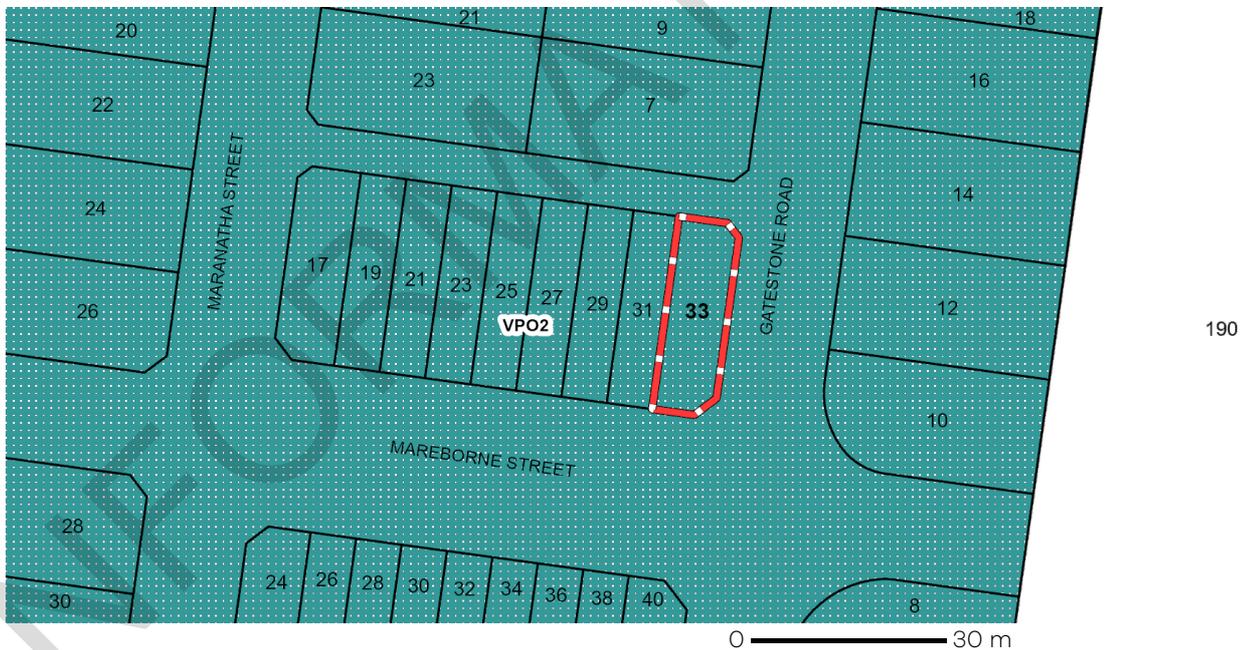


 **DCPO - Development Contributions Plan Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 **VPO - Vegetation Protection Overlay**

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

Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

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

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

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

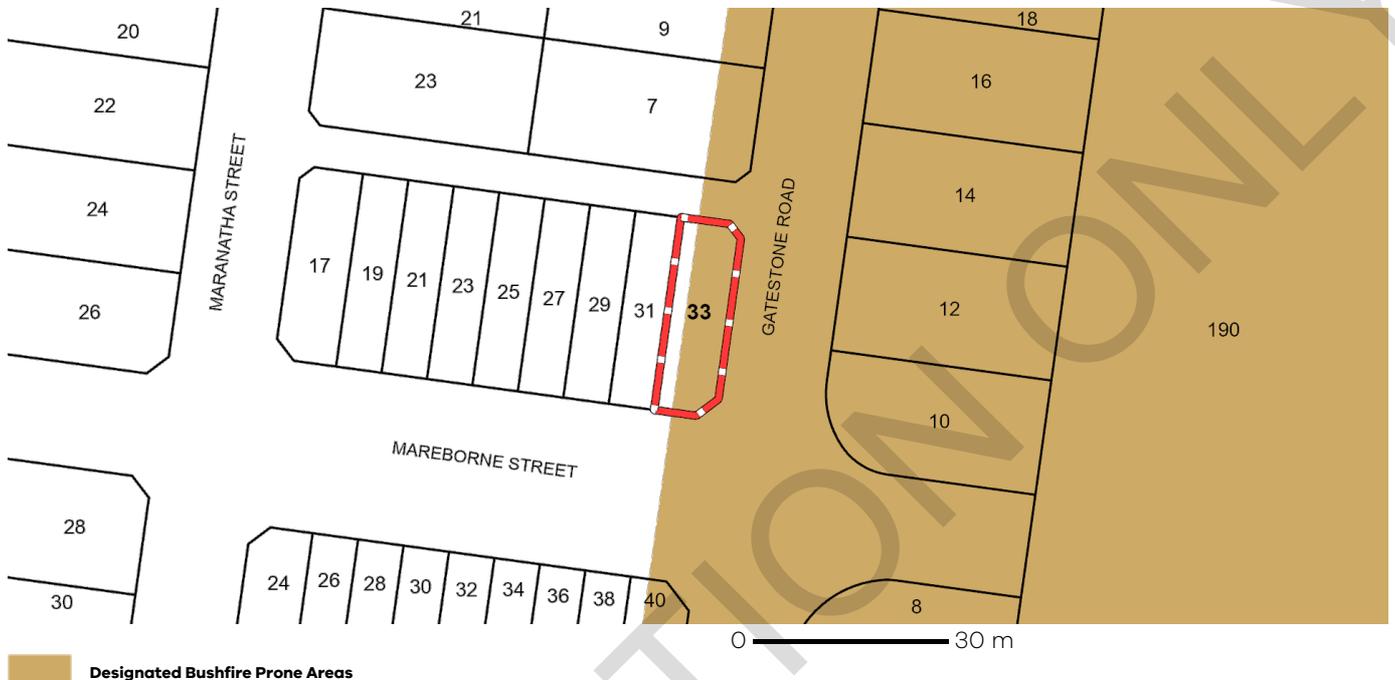
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

Extractive Industry Work Authorities (WA)

All or parts of this property are within 500 metres of Extractive Industry Work Authorities (current).

On 22 March 2022, Amendment VC219 introduced changes to all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protection for nearby accommodation in rural zones.

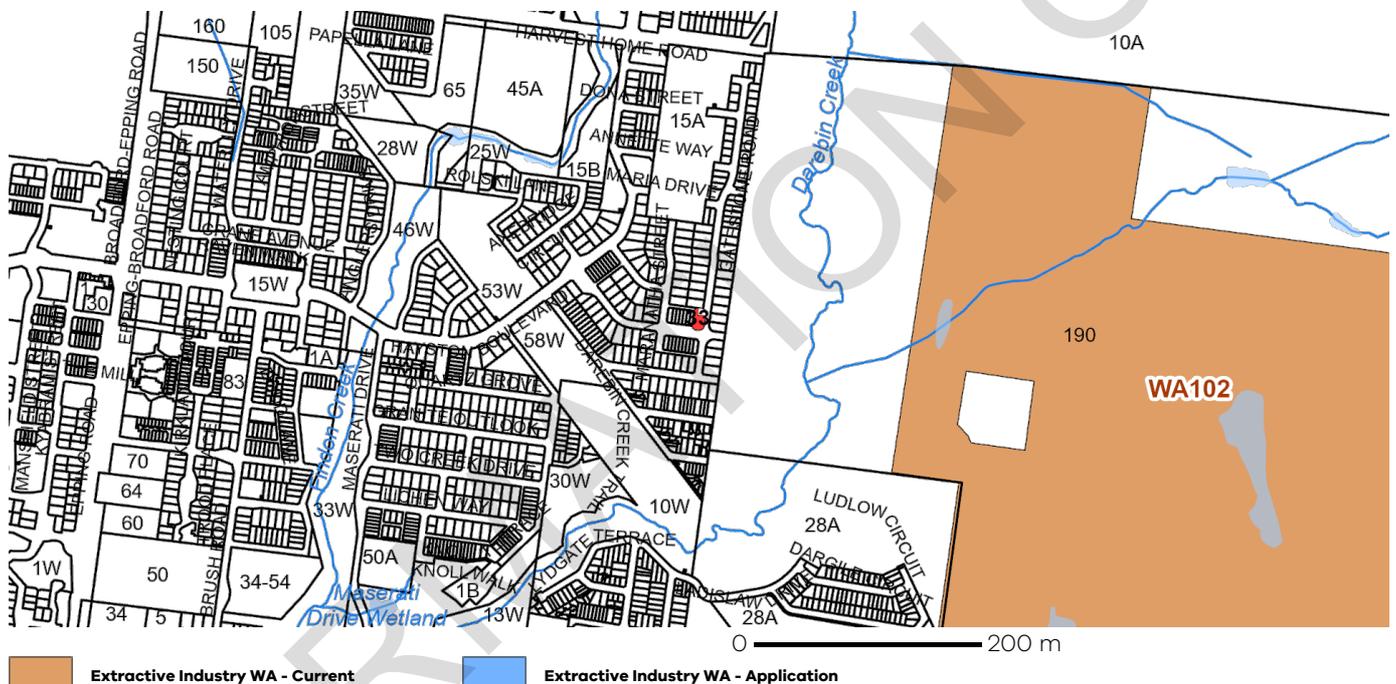
The amendment made changes to the Rural Living Zone, Green Wedge Zone, Green Wedge Zone A, Rural Activity Zone, Farming Zone and Rural Conservation Zone, introducing a permit requirement for accommodation and building and works associated with accommodation that is located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the Mineral Resources (Sustainable Development) Act 1990 (MRSD Act).

The Amendment also introduced new referral and notice requirements, and decision guidelines.

VicPlan mapping shows property information, including whether a work authority application has been made or approved under the MRSD Act.

Guidance on accessing work authority maps is detailed at the DELWP [Extractive Resources \(planning.vic.gov.au\)](https://planning.vic.gov.au) webpage.

Further information on extractive and mining activities in Victoria can be found on the ([GeoVic - Earth Resources](https://www.geovic.vic.gov.au)) website which is maintained by the Resources Branch within the Department of Jobs, Precincts and Regions. Limited information is available for unregistered users (anonymous user).



Date of issue
22/07/2024

Assessment No.
598300

Certificate No.
162820

Your reference
73587390-021-7

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 33 Mareborne Street EPPING 3076

Description: LOT: 345 PS: 532410N

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$600,000	\$300,000	\$30,000

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

1. Rates, charges and other monies:

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

Rates & charges

General rate levied on 01/07/2024	\$1,405.07
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$52.20
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 22/07/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$1,809.17

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$1,809.17
--	-------------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 598300



Phone 1300 301 185
Ref 598300



Billers Code 5157
Ref 598300

19th July 2024

Jana Najdovski C/- LANDATA
LANDATA

Dear Jana Najdovski C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	33 MAREBORNE STREET EPPING 3076
Applicant	Jana Najdovski C/- LANDATA LANDATA
Information Statement	30868344
Conveyancing Account Number	7959580000
Your Reference	Mareborne

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	33 MAREBORNE STREET EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	33 MAREBORNE STREET EPPING 3076
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STATEMENT UNDER SECTION 158 WATER ACT 1989

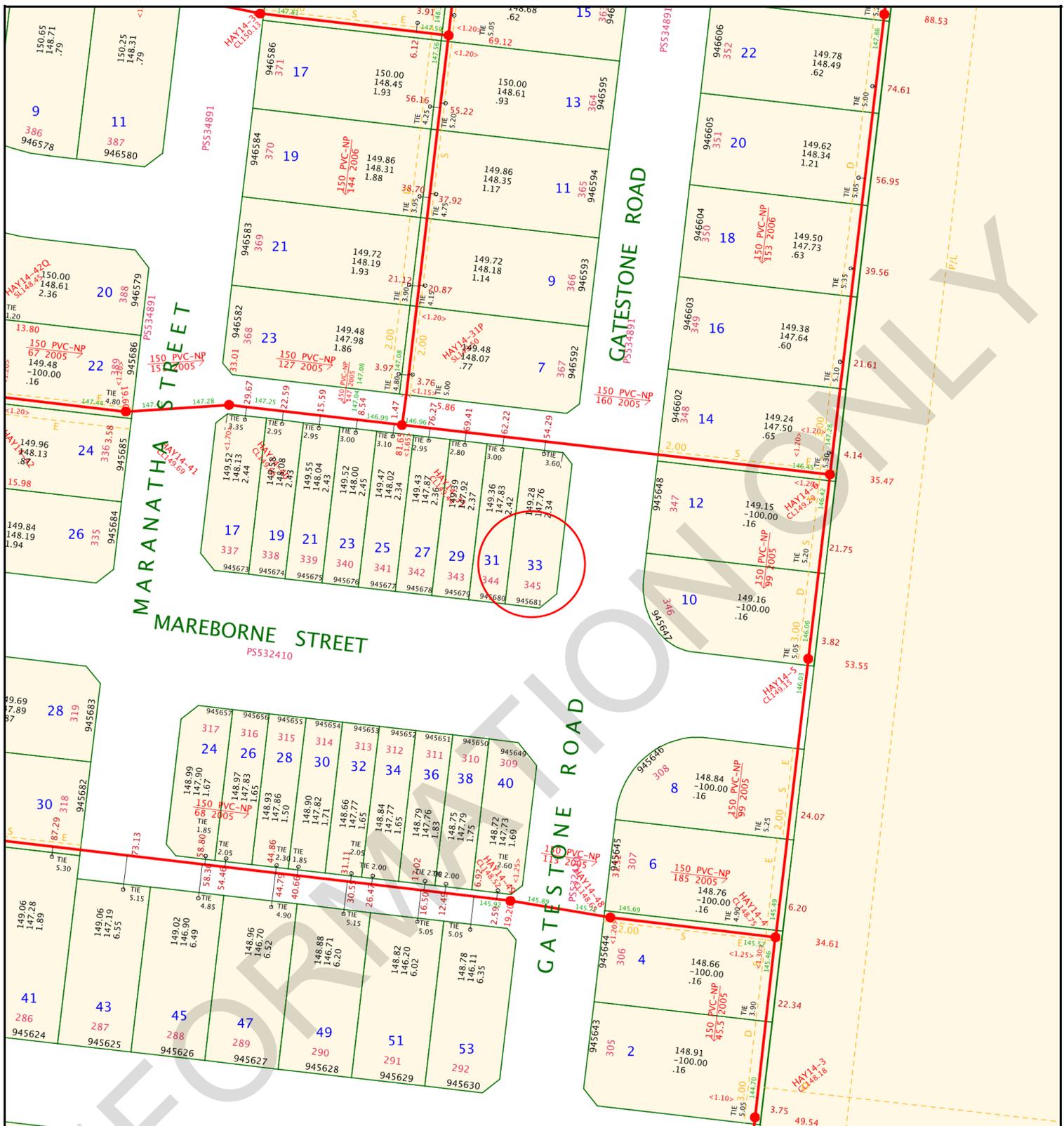
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30868344**

Address	33 MAREBORNE STREET EPPING 3076
Date	19/07/2024
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title		Access Point Number		GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole			MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow			MW Drainage Manhole	
Existing Sewer		Sewer Offset		<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch				

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

Jana Najdovski C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1593455394
Rate Certificate No: 30868344

Date of Issue: 19/07/2024
Your Ref: Mareborne

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
33 MAREBORNE ST, EPPING VIC 3076	345\PS532410	1632116	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge <i>Step 1 – 37.840000kL x \$3.34380000 = \$126.53</i> <i>Step 2 – 3.160000kL x \$4.38730000 = \$13.86</i> Estimated Average Daily Usage \$1.63	13-02-2024 to 09-05-2024	\$140.39	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$193.11



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

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

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

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

Property No: 1632116

Address: 33 MAREBORNE ST, EPPING VIC 3076

Water Information Statement Number: 30868344

HOW TO PAY



Biller Code: 314567
Ref: 15934553946

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



JANA NAJDOVSKI

Your Reference:	LD:73587390-017-0.MAREBOI
Certificate No:	79082738
Issue Date:	19 JUL 2024
Enquiries:	ESYSPROD

Land Address: 33 MAREBORNE STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
33839804	345	532410	10931	582	\$0.00

Vendor: NATASHA STOJANOVSKI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS NATASHA STOJANOVSKI	2024	\$290,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

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:	\$575,000
SITE VALUE:	\$290,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 79082738

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" 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 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 = \$975.00

Taxable Value = \$290,000

Calculated as \$975 plus (\$290,000 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 79082738

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 79082738

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



JANA NAJDOVSKI

Your Reference:	LD:73587390-017-0.Mareborne
Certificate No:	79082738
Issue Date:	19 JUL 2024
Enquires:	ESYSPROD

Land Address: 33 MAREBORNE STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
33839804	345	532410	10931	582	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$575,000
SITE VALUE:	\$290,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79082738

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



JANA NAJDOVSKI

Your LD:73587390-017-0.

Reference: MAREBORNE

Certificate No: 79082738

Issue Date: 19 JUL 2024

Land Address: 33 MAREBORNE STREET EPPING VIC 3076

Lot	Plan	Volume	Folio
345	532410	10931	582

Vendor: NATASHA STOJANOVSKI

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 79082738

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



Biller Code: 416073
Ref: 79082731

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 79082731

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

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 (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.

(04/10/2016)

- 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.