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# Adami Duque Lawyers

## CONTRACT OF SALE OF REAL ESTATE

**Vendor:**

**Joe Garro & Paola Garro**

**Property:**

**3 Abbey Street, Epping**

159 Sydney Road  
Coburg VIC 3058

Telephone: (03) 9386 9961

Email: [property@adamiduquelawyers.com.au](mailto:property@adamiduquelawyers.com.au)

[www.adamiduquelawyers.com.au](http://www.adamiduquelawyers.com.au)

# Contract of sale of land

**Property:** 3 Abbey Street, Epping 3076

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# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

### Approval

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

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**WARNING TO ESTATE AGENTS**

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

**WARNING:** YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../ /2025

**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) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ...../ /2025

**Print name(s) of person(s) signing: JOE GARRO AND PAOLA GARRO**

.....

State nature of authority, if applicable: .....

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

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# Particulars of sale

## Vendor's estate agent

Name: Harcourts Rata & Co  
Address: 1/337 Settlement Road, Thomastown, VIC 3074  
Email: sold@rataandco.com.au

Tel: 9465 7766      Mob:      Fax: 9464 3177      Ref:

## Vendor

Name: **JOE GARRO AND PAOLA GARRO**  
Address:

## Vendor's legal practitioner or conveyancer

Name: Adami Duque Lawyers  
Address: 159 Sydney Road, Coburg VIC 3058  
Email: property@adamiduquelawyers.com.au

Tel: : (03) 9386 9961 Mob:      Fax: (03) 9386 2484      Ref: AD:KD:25075

## Purchaser's estate agent

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

## Purchaser

Name: .....  
Address: .....  
ABN/ACN: .....  
Email: .....

## Purchaser's legal practitioner or conveyancer

Name: .....  
Address: .....  
Email: .....  
Tel: ..... Fax: ..... DX: ..... Ref: .....

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10892 Folio 080	243	PS528528M
Volume                      Folio		

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is **3 Abbey Street, Epping 3076**

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

**All fixed floor coverings, electrical light fittings, window furnishings and fixtures and fittings of a permanent nature.**

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.4)

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

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

- a lease for a term ending on \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of \_\_\_\_\_ years
- OR
- a residential tenancy for a fixed term ending on \_\_\_\_\_
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_

(or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_\_

**Building report**

— General condition 21 applies only if the box is checked

**Pest report**

— General condition 22 applies only if the box is checked

INFORMATION ONLY

# Special conditions

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

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

- GC 23 – special condition**  
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- GC 28 – special condition**  
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.
1. The property is offered for sale by public auction, subject to the Vendor’s reserve price. The rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.
  2. If the Purchaser is a Corporation the Purchaser shall forthwith deliver to the Vendor an enforceable guarantee for performance by the Purchaser of every obligation of the Purchaser under this Contract duly executed by each and every Director of the Purchaser and any other person or Corporation as may reasonably be required by the Vendor.
  3. The Purchaser buys subject to any restrictions imposed by and to the provisions of the Darebin Planning Scheme and any other Town Planning Acts or Scheme.
  4. The Purchaser hereby acknowledges that no promise has been made by the Vendor’s Agent or Auctioneer with respect to the obtaining of a loan or money to defray some or all of the cost of the purchase price of the real estate and that before signing any agreement or document legally binding or intending to legally bind the Purchaser in respect of the sale, the Purchaser has received from the Vendor’s Agent a Statement pursuant to Section 32 of the Sale of Land Act, together with a copy of this Contract.
  5. The Purchaser acknowledges that the Purchaser does not rely on this Contract upon any warranty or representation made by the Vendor, or any person on behalf of the Vendor (which are hereby withdrawn), except which are expressly provided herein, but has relied entirely upon the Purchasers own inquiries relating to an inspection of the property.
  6. The Purchaser warrants that he will use the property sold for residential purposed and agrees to keep the Vendors indemnified against all loss, liability or expense suffered by the Vendors arising directly or indirectly from the breach of this warranty and in particular in relation to any liability which might arise for GST pursuant to A New Tax System (Goods and Services Tax) Act 1999.
  7. The Purchaser agrees that in an event the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale or on any such date as may have been mutually agreed to by the parties, then the Purchaser will pay to the Vendor interest on the balance owing under the Contract of Sale at the rate set out in General Condition 33 as well as reimburse the following to the Vendor (in addition to any other amount to be paid by the Purchaser or the amount forfeited by the Purchaser):
    - 7.1. All costs incurred by the Vendor associated with the obtaining bridging finance to complete the Vendor’s purchase of any other property and interest charged on such bridging finance;
    - 7.2. Accommodation expenses necessarily incurred by the Vendor;
    - 7.3. Additional costs and expenses between the vendor and the vendor’s solicitor;
    - 7.4. Any costs, expenses and penalties incurred by the vendor to a third party through any delay in completion of the Vendor’s purchase;
    - 7.5. Re-booking fee and settlement fee payable to the Vendor’s solicitor in the sum of \$250.00 plus any such fees levied by the Vendor’s mortgagee and third parties.
  8. **Stamp Duty:** Purchasers buying unequal interests.
    - 8.1. If there is more than one purchaser, it is the Purchasers’ responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (‘the proportions’).

- 8.2. If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional stamp duty which may be assessed as a result of the variation.
- 8.3. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 8.4. This Special Condition will not merge on completion.
9. In the interpretation of the Contract, save where the context requires otherwise, words importing the singular only shall include the plural and words importing the plural shall include the singular and words importing the masculine gender shall include the feminine gender and/or a Body Corporate.
10. **Release of Security Interest:** General Condition 11 Is deleted and replaced by the following:
- 10.1. 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.
- 10.2. The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Properties Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 11.3. However, the Vendor is only required to so advise if the Purchaser makes a request at least 21 days before the due date for settlement. The Purchaser must keep the Vendor's date of birth secure and confidential.
- 10.3. 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 writings 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 nor will not be property in which the security interest is granted.
- 10.4. The Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that-
- (a) (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and  
  
(ii) has a market value of not more than \$5,000 or, if a greater amount has prescribed for the purposes of section 47(1) of **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
  - (b) Is sold in the ordinary course of the Vendor's business or selling personal property of that kind; unless
  - (c) The personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or
  - (d) The Purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 10.5. A release for the purposes of special condition 10.3(a) must be in writing. The release 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.
- 10.6. The Vendor must provide the Purchaser with a copy of the release under special condition 10.3(a) at or as soon as practicable after settlement.
- 10.7. The Vendor must also 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 in addition to ensuring a release is received under special condition 10.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 10.8. The Purchaser must advise the Vendor of any security interest that is registered at or before the date 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.

- 10.9. The Vendor may delay settlement until 21 days after the Purchaser advises the Vendor of the security interest that the Purchaser reasonably requires to be released if the Purchaser does not provide and advice under special condition 10.8.
- 10.10. The Purchaser must pay the Vendor the following if settlement is delayed under special condition 10.9-
- (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 earlier: and
  - (b) Any reasonable costs incurred by the Vendor as a result of the delay; and
  - (c) As though the purchaser was in default.
- 10.11. The Vendor is not required to ensure the Purchaser receives a release in respect of the land. This special condition 10.11 applies despite special condition 10.1.
- 10.12. Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in special condition 7 unless the context requires otherwise.

## 11. **GST farming business**

- 11.1. General condition 19.2.(b) is deleted and replaced by the following:

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 38-48 of the GST Act; or

- 11.2. General condition 19.4 is deleted and replaced by the following:

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.

## 12. **Service**

- 12.1. General Condition 27.4 is deleted and replaced by the following:

Any document sent by –

- (a) Post is taken to have been served on the next business day after posting, unless provided otherwise;
- (b) Email is taken to have been served at the time of receipt as provided in section 13A of the **Electronic Transactions (Victoria) Act 2000**.

- 12.2. General Condition 27.1 is deleted and replaced by the following:

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 the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

- (d) By email.

### 13. **Nomination**

- 13.1. 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.

### 13.2. **Exercise of nomination**

The purchaser may not exercise its right of nomination under special condition 13 without the consent of the Vendor unless the Purchaser;

- (a) Is not and has not been in default under this contract;
- (b) Delivers to the Vendor at least 30 days before the Date of Settlement:
  - i. A nomination form, properly completed with the relevant particulars executed by the Purchaser, nominee Purchaser and any Guarantor under any guarantee and indemnity;
  - ii. Where the nominee Purchaser is or includes a company, a guarantee and indemnity executed by the directors and shareholders of the nominee Purchaser in the form of the Guarantee, except for any changes necessary due to the nomination, guaranteeing the obligations of the Purchaser and the nominee Purchaser;
  - iii. Where the nominee Purchaser is or includes a trustee of trust, and the nominee Purchaser executes the nomination form as trustee of that trust, a guarantee and indemnity executed by all the beneficiaries of the trust in the form of the Guarantee, except the obligation of the Purchaser and nominee Purchaser; and
  - iv. Pay to the Vendor's Solicitor an amount of \$350.00 to reimburse the Vendor's Solicitor for its reasonable legal, administration and out of pocket costs incurred in relation to the nomination.

### 14. **Building**

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

### 15. **Solar Panels**

- 15.1. The Purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:
  - (a) Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier in respect to feed-in tariffs pass with the sale of the property is a matter for enquiry and confirmation by the Purchaser;
  - (b) The Purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
  - (c) The Vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes which they were installed, their in-pu to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

### 16. **Adjustments**

- 16.1. General Condition 23.3 is deleted and replaced by the following:

The purchaser must provide adjustments to the vendor's solicitor at least 7 days prior to settlement. The purchaser must order new, current certificates and provide copies of same and any other information used to calculate the adjustments under general condition 23. All parties understand that failure to adhere to this condition will result in the purchaser being in default of the contract of sale and penalties in accordance with general condition 33 will apply until said default is remedied.

## GUARANTEE

TO: The Vendor named and described in the Schedule hereto (hereinafter called "the Vendor" which expression shall where the context so admits be deemed to mean and include the Vendor and his transferees, successors and assigns).

IN CONSIDERATION of the Vendor at the request of the Guarantor named and described in the Schedule hereto (hereinafter called "the Guarantor") having agreed to enter into the within written Contract of Sale (hereinafter referred to as "the Contract") with the Purchaser named and described in the Schedule hereto (hereinafter called "the Purchaser") for the purchase of the land described in the Schedule hereto for the consideration specified therein the Guarantor HEREBY for himself his heirs successors and assigns GUARANTEES to the vendor the payment to the Vendor of each and all sums of money interest and damage which the Purchasers may be or hereafter may become liable to pay to the Vendor (including future and contingent liabilities) under or pursuant to the Contract or arising from the breach of the contract (hereinafter referred to as "the guaranteed moneys") and the due and punctual performance and observance by the Purchaser of each and every of the terms conditions and obligations contained in the Contract AND the Guarantor FURTHER AGREES:-

1. That to the extent (if any) the Guarantee herein set out may be void or unenforceable by reason of the fact that all or any of the obligations of the Purchaser pursuant to the Contract may not be or may cease to be enforceable against the Purchaser the Guarantor AGREES for himself his heirs successors and assigns to INDEMNIFY the Vendor in respect of any loss damage cost or expenses suffered by or occasioned to the Vendor as a result of any failure by the Purchaser to pay all or any of the guaranteed moneys or as a result of any failure by the Purchaser to duly and punctually perform and observe all or any of the terms conditions and obligations contained in the Contract.
2. That this Guarantee shall be a continuing guarantee and accordingly shall be irrevocable and shall remain in full force and effect until all of the guaranteed moneys have been paid to the Vendor and all of the terms and conditions and obligations contained in the Contract have been duly and punctually observed and performed by the Purchaser.
3. That the liability of the Guarantor hereunder shall not be affected by:-
  - (i) the insolvency or death or supervening contractual incapacity of the Purchaser or Guarantor, administration in equity or otherwise of the estate or assets in whole or in part of the Purchaser Guarantor as the case may be or where either the Purchaser or Guarantor is a Corporation the entering into of any scheme of arrangement or composition with creditors or by the appointment of a liquidator, official manager, receiver or receiver and manager to the Guarantor or the Purchaser;
  - (ii) the granting of time, credit or any indulgence or concession to the Purchaser of any compounding or compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of the Vendor against the Purchaser or by any neglect or omission to exercise any such rights or;
  - (iii) the transfer or assignment of the benefit of these presents to any person to whom the whole or any part of the interest of the Vendor in the Contract has been transferred or assigned (whether at the same or at different times);
  - (iv) the conveyance of the land sold and purchased pursuant to the Contract and referred to therein by the Vendor to the Purchaser if at that time the provisions of Clause 2 hereof have not been complied with.
4. That this Guarantee is in addition to and not in substitution for any other security which the Vendor may hold in respect of the said Contract and may be enforced without first having recourse to any such security and without taking any steps or proceedings against the Purchaser whether pursuant to the Contract or such security or otherwise notwithstanding that any other security or the Contract shall be in whole or any part unenforceable by reason of any rule of law or equity.
5. That in the event of the Purchaser becoming bankrupt or assigning his estate for the benefit of creditors or where the Purchaser is a Corporation in the event of the liquidation of the Purchaser the Guarantor will not prove in such bankruptcy assignment or liquidation in competition with the Vendor and the Guarantor hereby authorizes the Vendor to prove for all moneys which it has paid hereunder and to retain any amounts received until the Vendor shall with the aid thereof have been paid one hundred cents in the dollar in respect of all guaranteed moneys.
6. That this Guarantee will render the Guarantor liable to reimburse the Vendor for any moneys which the Vendor may have to pay or elect to pay to any liquidator official manager or Trustee in Bankruptcy of the Purchaser in response to any claim by such liquidator official manager or Trustee in Bankruptcy for payment to him of any moneys received by the Vendor from the Purchaser pursuant to or in relation to the Contract.
7. Any notice or demand hereunder may be signed on behalf of the Vendor personally or where the Vendor is Corporation by any of its Officers or by his or its Solicitors and may be served on the Guarantor by delivering the same or by posting the same to the Guarantor at the address of the Guarantor shown herein or at the address of the registered office of the Guarantor shown herein or at the address of the registered office of the Guarantor in the State of Victoria for the time being and if posted the same shall be deemed to have been served on the day following the date of posting whether actually received or not PROVIDED HOWEVER that the making of a demand shall not be condition precedent to the liability of the Guarantor.
8. A certificate signed by the Vendor or his Solicitors or where the Vendor is a Corporation by any Director Manager Security or Attorney for the time being of or for the Vendor stating that an amount owing hereunder by the Guarantor at the date or dates specified therein or stating any other failure by the Purchaser to observe and perform any of the terms conditions and obligations contained in the Contract as at any date or dates specified therein shall be prima facie evidence of the facts stated therein.



## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
  - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
  - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## 20. LOAN

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

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
  - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

---

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

---

## Vendor/supplier GST withholding notice

Pursuant to section 14–255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

Purchaser/recipient: The Purchaser

Property address: 3 Abbey Street

Epping VIC 3076

Lot no.: 243 Plan of subdivision: PS528528M

*[Cross out whichever is not applicable]*

The Purchaser/recipient is not required to make a payment under section 14–250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.



MRS PAOLA GARRO  
C/- KEEGAN DUQUE  
159 SYDNEY ROAD  
COBURG VIC 3058

Our reference: 7158642867568

Phone: **13 28 66**

5 May 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello PAOLA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411064011742
Vendor name	PAOLA GARRO
Clearance Certificate Period	2 May 2025 to 5 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR JOE GARRO  
C/- KEEGAN DUQUE  
159 SYDNEY ROAD  
COBURG VIC 3058

Our reference: 7158573695018

Phone: **13 28 66**

2 May 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JOE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411064010963
Vendor name	JOE GARRO
Clearance Certificate Period	2 May 2025 to 5 May 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

DATED

2025

**JOE GARRO AND PAOLA GARRO**

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**VENDORS STATEMENT**

---

**Property: 3 Abbey Street, Epping 3076**

Adami Duque Lawyers  
159 Sydney Road  
Coburg VIC 3058  
Tel: (03) 9386 9961

Ref: AD:KD:25075

# 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.

<b>Land</b>	3 Abbey Street, Epping 3076	
-------------	-----------------------------	--

<b>Vendor's name</b>	Joe Garro	<b>Date</b> / /
----------------------	-----------	--------------------

<b>Vendor's signature</b>		
---------------------------	--	--

<b>Vendor's name</b>	Paola Garro	<b>Date</b> / /
----------------------	-------------	--------------------

<b>Vendor's signature</b>		
---------------------------	--	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>		
------------------------------	--	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>		
------------------------------	--	--

# 1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

## 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

	To	
--	----	--

Other particulars (including dates and times of payments):

--

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

## 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

<p>(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows</p>	AVPCC No. 110
<p>(b) Is the land tax reform scheme land within the meaning of the CIPT Act?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows</p>	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

Not Applicable.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**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.

**5 BUILDING PERMITS**

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

Not Applicable.

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

**8 SERVICES**

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

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

## 9 TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

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

Page 1 of 2

VOLUME 10892 FOLIO 080

Security no : 124124011373H  
Produced 29/04/2025 04:00 PM

**LAND DESCRIPTION**

Lot 243 on Plan of Subdivision 528528M.  
PARENT TITLE Volume 10866 Folio 899  
Created by instrument PS528528M 05/08/2005

**REGISTERED PROPRIETOR**

Estate Fee Simple  
TENANTS IN COMMON  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
JOE ANTHONY GARRO of HAYSTON VALLEY ESTATE EPPING VIC 3076  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
PAOLA GARRO of HAYSTON VALLEY ESTATE EPPING VIC 3076  
AE616130W 20/09/2006

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AM861032G 16/06/2016  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS528528M 05/08/2005

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

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

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

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

**DIAGRAM LOCATION**

SEE PS528528M FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 3 ABBEY STREET EPPING VIC 3076

**ADMINISTRATIVE NOTICES**

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

---

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS528528M</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>29/04/2025 16:00</b>

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<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION 1</b>	Plan Number <b>PS 528528M</b>
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Location of Land  
 Parish: WOLLERT  
 Township: -  
 Section: 10  
 Crown Allotment: -  
 Crown Portion: 4 (PART)  
 Title References  
 C/T VOL 10866 FOL 899  
 Last Plan Reference: Lot C on PS 519648C

Postal Address: 100B ANGLERS DRIVE  
 (At time of subdivision) EPPING 3076

AMG Co-ordinates: E 326 750  
 (Of approx. centre of plan) N 5 833 450 Zone 55

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref: 605732

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 20/12/04

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

~~Council delegate~~  
~~Council seal~~  
~~Date / /~~

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

**Notations**

Depth Limitations: DOES NOT APPLY

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

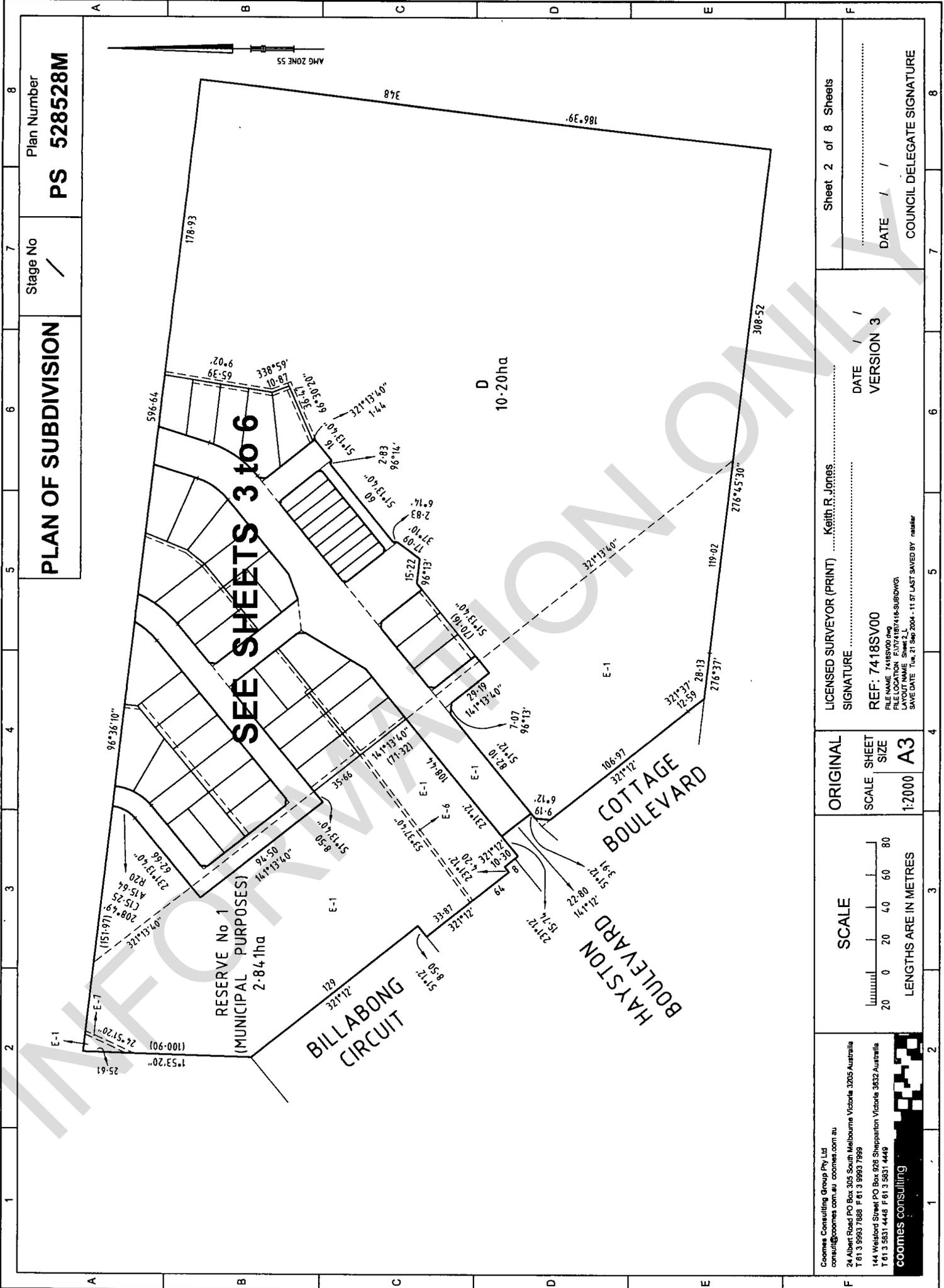
Lots 1 to 219 (both inclusive) have been omitted from this plan

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

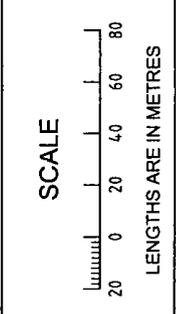
This survey has been connected to permanent mark no(s). 27 & 76  
 in Proclaimed Survey Area no. -

Easement Information					LR use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	Received <input checked="" type="checkbox"/>
E-1	Electricity Supply	See Diag.	C/E E 315622	State Electricity Commission	Date: 28/7/05
E-2	Sewerage	2	This Plan	Yarra Valley Water Limited	
E-3	Drainage & Sewerage	3	This Plan	Land in this Plan	LR use only <b>PLAN REGISTERED</b> TIME 3:18 PM Date: 5/8/2005  Assistant Registrar of Titles.
E-3	Sewerage	3	This Plan	Yarra Valley Water Limited	
E-3	Drainage	3	This Plan	Whittlesea City Council	
E-4	Drainage	2	This Plan	Whittlesea City Council	
E-5	Drainage & Sewerage	2	This Plan	Land in this Plan	
E-5	Sewerage	2	This Plan	Yarra Valley Water Limited	
E-5	Drainage	2	This Plan	Whittlesea City Council	
E-6	Electricity Supply	2	C/E E 315622	State Electricity Commission	
E-6	Sewerage	2	This Plan	Yarra Valley Water Limited	
E-7	Electricity Supply	2	C/E E 315622	State Electricity Commission	
E-7	Sewerage	2	PS 519648C	Yarra Valley Water Limited	
E-7	Drainage, Wetland, Floodway & Storm Water Quality Management Purposes	2	PS519648C	Melbourne Water Corporation	
E-8	Party Wall	0.15	This Plan	The relevant abutting Lot on this plan.	

<b>HAYSTON VALLEY ESTATE - STAGE 4 (48 LOTS)</b>		<b>AREA OF STAGE - 7.206ha</b>	Sheet 1 of 8 Sheets
Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7899 144 Welford Street PO Box 926 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4449 coomes consulting	LICENSED SURVEYOR (PRINT) Keith R. Jones SIGNATURE ..... DATE 21/9/04 REF: 7418SV00 VERSION 3 <small>FILE NAME 7418SV00.dwg                  FILE LOCATION F:\7418\7418-SUB\DWG                  LAYOUT NAME Sheet 1_P                  SAVE DATE Tue, 21 Sep 2004 - 11:57 LAST SAVED BY: natalia</small>	DATE 20/12/04 COUNCIL DELEGATE SIGNATURE Original sheet size A3	



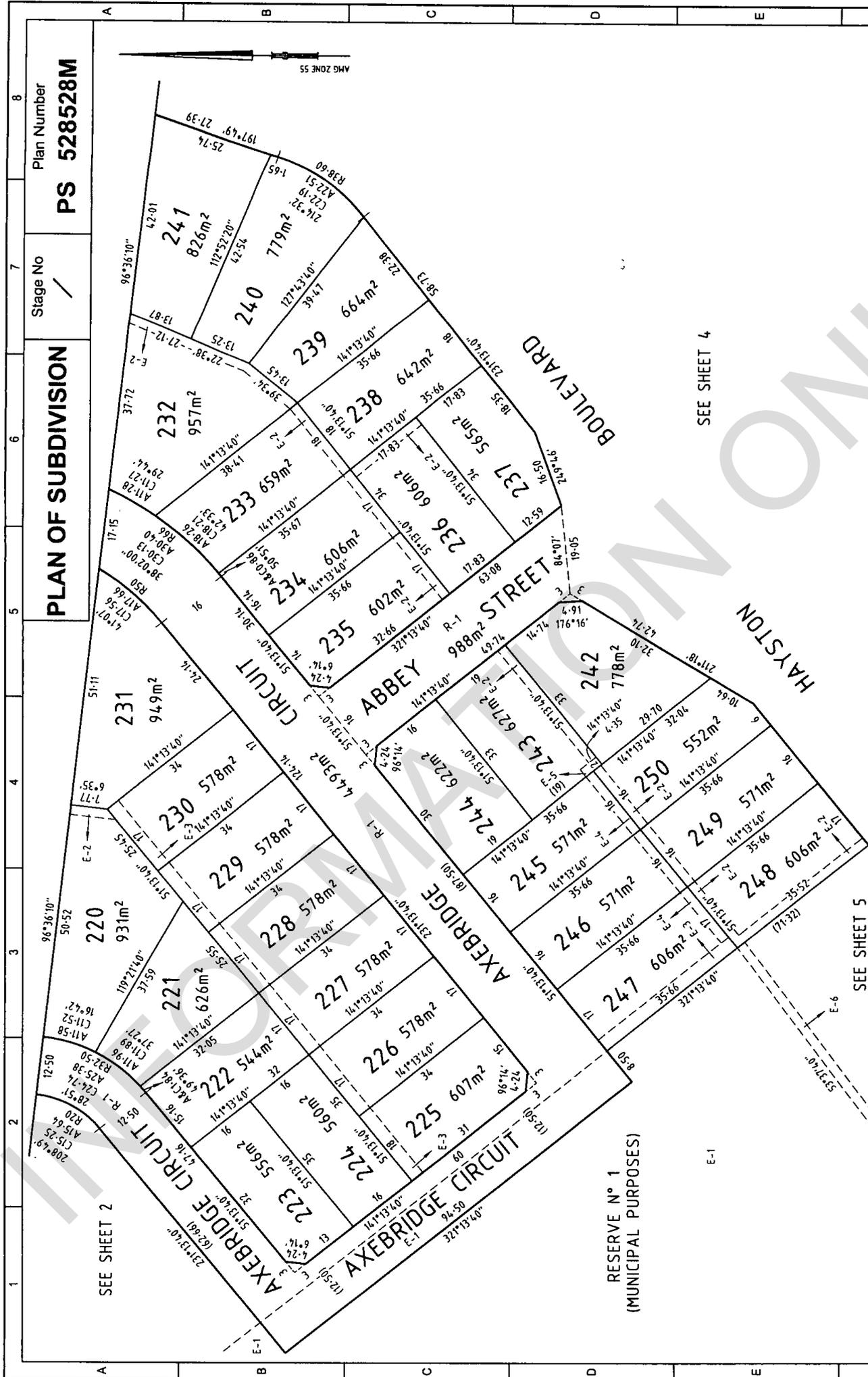
Coomes Consulting Group Pty Ltd  
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 T 61 3 9831 4448 F 61 3 9831 4449  
**coomes consulting**



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SCALE SHEET SIZE  
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LICENSED SURVEYOR (PRINT) Keith R. Jones  
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 DATE / /  
 VERSION 3

Sheet 2 of 8 Sheets  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION  
 Stage No /  
 Plan Number PS 528528M

Coomes Consulting Group Pty Ltd consulting@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9693 7888 F 61 3 9693 7899 144 Welford Street PO Box 828 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4449 coomes consulting	ORIGINAL SCALE SHEET SIZE 1:750 A3	LICENSED SURVEYOR (PRINT) Keith R. Jones SIGNATURE ..... REF: 7418SV00 FILE NAME: 7418SV00.dwg FILE LOCATION: F:\7418\7418-SUBDIV00 LAYOUT NAME: Sheet 3.1 SAVE DATE: Thu, 21 Sep 2006 - 11:57 LAST SAVED BY: nashley	SHEET 3 OF 8 SHEETS DATE / / VERSION 3 COUNCIL DELEGATE SIGNATURE
	SEE SHEET 2 SEE SHEET 3 SEE SHEET 4 SEE SHEET 5	SCALE LENGTHS ARE IN METRES 7.5 0 7.5 15 22.5 30	SEE SHEET 2 SEE SHEET 3 SEE SHEET 4 SEE SHEET 5

**PLAN OF SUBDIVISION**

Stage No  
/

Plan Number  
**PS 528528M**



SEE SHEET 3

SEE SHEET 2

SEE SHEET 5 FOR EASEMENT DETAILS

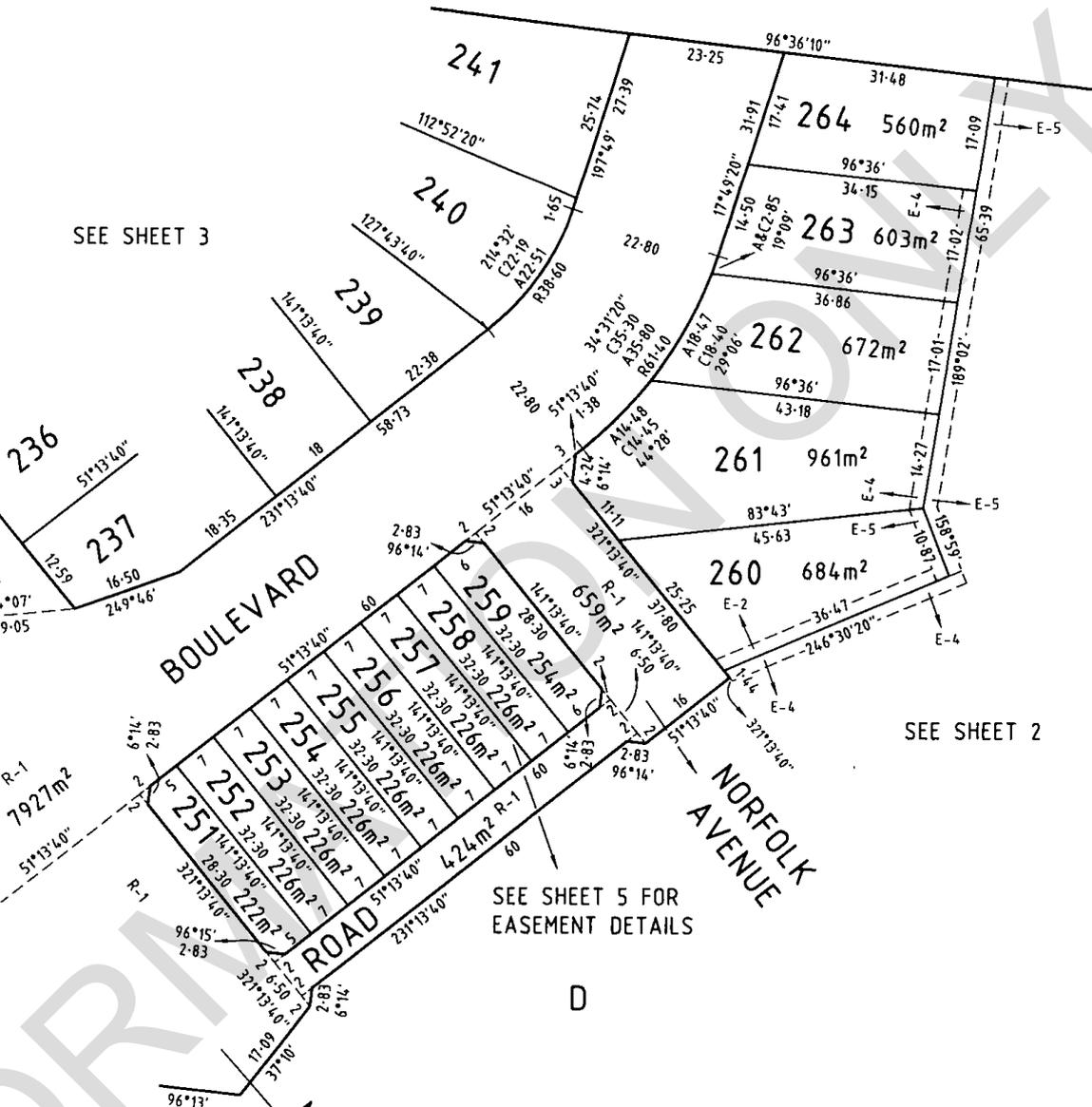
SEE SHEET 6

**ABBEEY STREET**  
R-1  
242  
HAYSTON

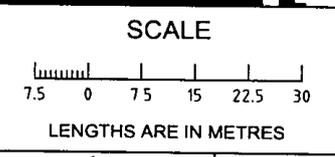
**BOULEVARD**

**NORFOLK AVENUE**

**MAREBORNE STREET**



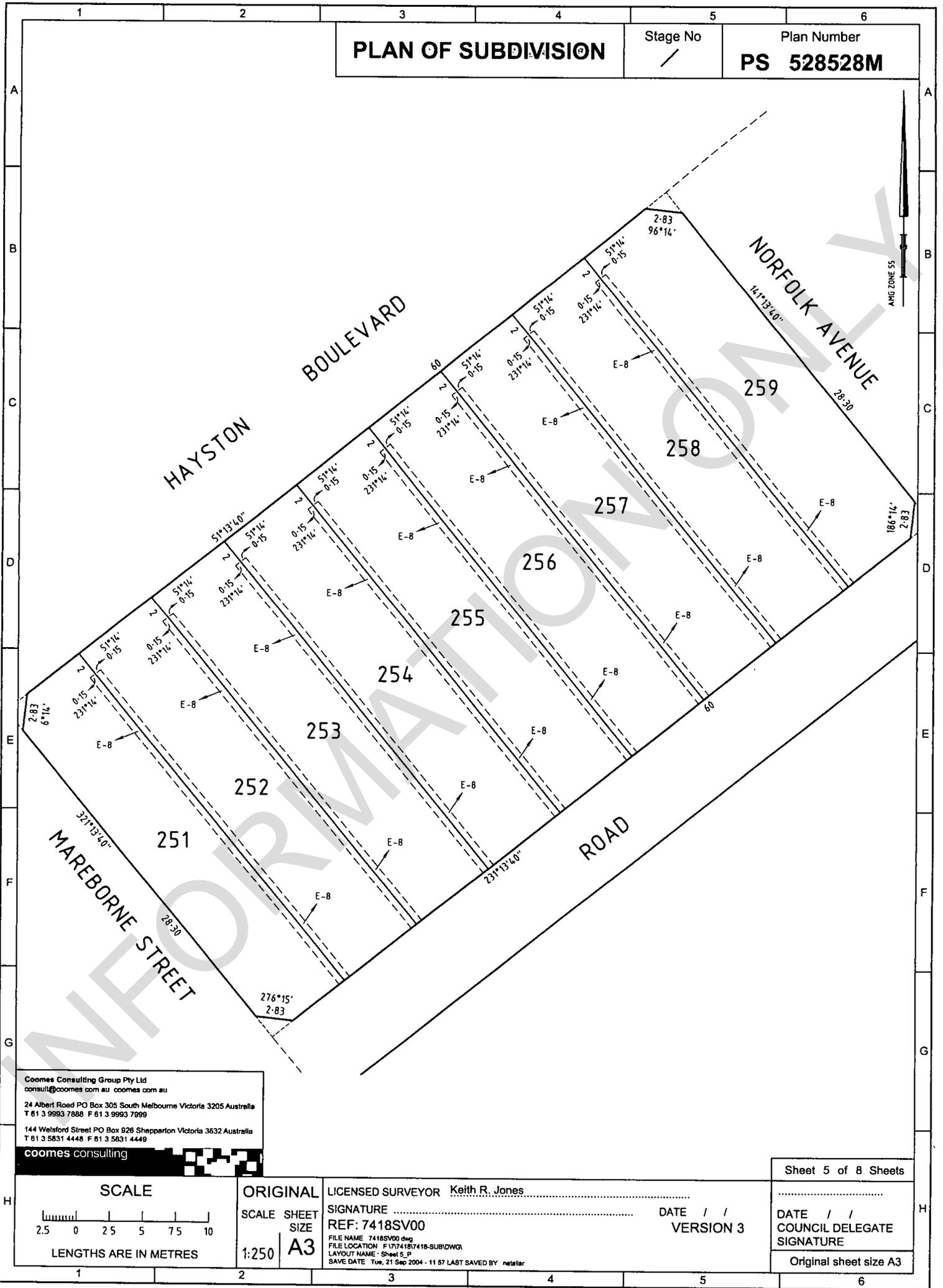
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LICENSED SURVEYOR **Keith R. Jones**  
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Sheet 4 of 8 Sheets  
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**PLAN OF SUBDIVISION**

Stage No /	Plan Number <b>PS 528528M</b>
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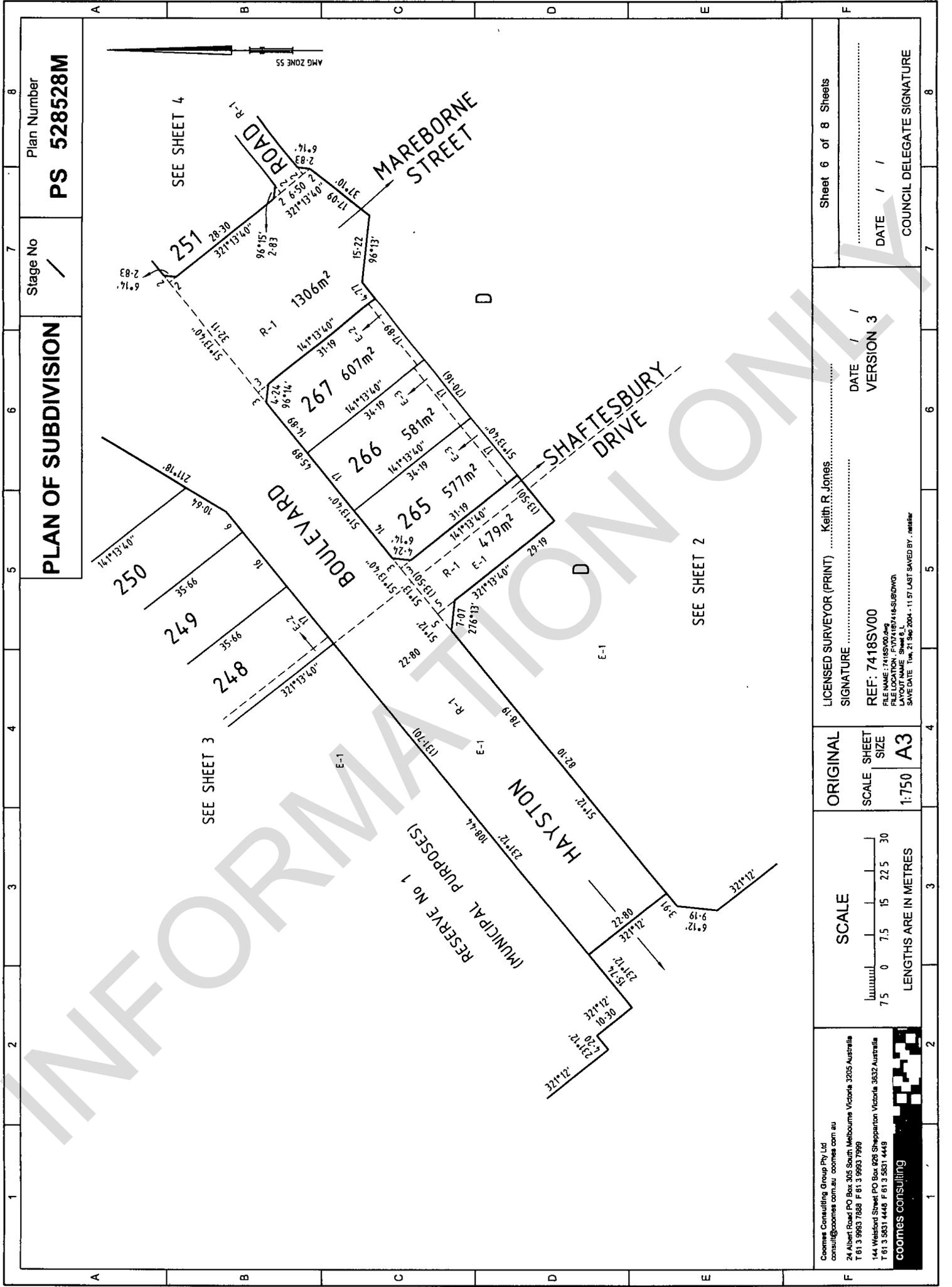
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**SCALE**

LENGTHS ARE IN METRES

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Sheet 5 of 8 Sheets
DATE / / COUNCIL DELEGATE SIGNATURE
Original sheet size A3

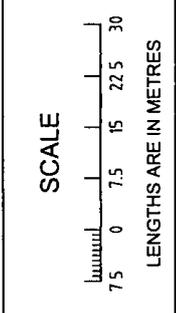


**PLAN OF SUBDIVISION**

Stage No /

Plan Number  
**PS 528528M**

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T 61 3 5831 4448 F 61 3 5831 4449  
**COOMES CONSULTING**



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Sheet 6 of 8 Sheets  
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COUNCIL DELEGATE SIGNATURE

SEE SHEET 2

SEE SHEET 3

SEE SHEET 4

**PLAN OF SUBDIVISION**

Stage No  
/

Plan Number

**PS 528528M**

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 220 to 267 (all inclusive) on this plan.

LAND TO BE BURDENED: Lots 220 to 267 (all inclusive) 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 251 to 259 (all inclusive) construct any dwelling outside the area shown thus  on Sheet 8 of this plan.
- 3) For Lot 241 and Roads R-1 construct any building within the tree exclusion zone shown thus  on Sheet 7 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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consult@coomes.com.au coomes.com.au  
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Sheet 7 of 8 Sheets

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SIZE  
**A3**

LICENSED SURVEYOR Keith R. Jones

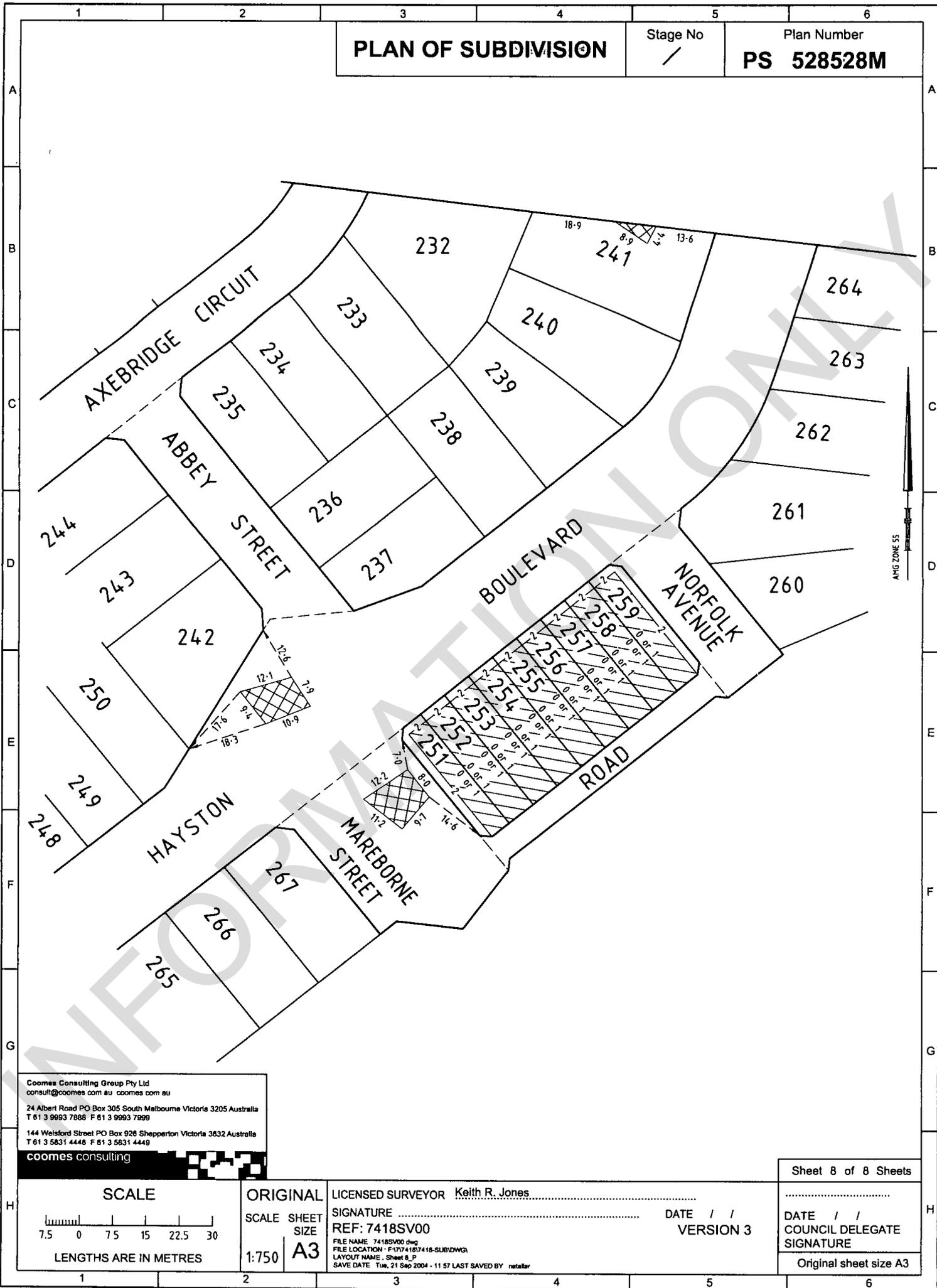
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SIGNATURE

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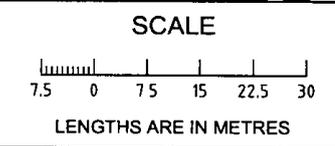


**PLAN OF SUBDIVISION**

Stage No / Plan Number  
**PS 528528M**

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**coomes consulting**



**ORIGINAL**  
 SCALE SHEET SIZE  
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Sheet 8 of 8 Sheets

DATE / /  
 COUNCIL DELEGATE  
 SIGNATURE

Original sheet size A3

# Imaged Document Cover Sheet

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Document Identification	<b>AC782656R</b>
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Document Assembled	<b>29/04/2025 16:50</b>

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FORM 13

4

AC782656R

05/04/2004 \$59 173



Schedule 1 of the *Planning and Environment Regulations 1987*

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

s. 181 (1)

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

BLAKE DAWSON WALDRON

Name: ~~BEST HOOPER~~

496P

Phone: ~~9670 8951~~

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

Ref: ~~TVR:KW:03051084~~

Customer Code: ~~048511~~

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

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

Land:

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

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



DAC782656R-1-8

23 APR 2004  
*[Handwritten Signature]*

**AC782656R**

05/04/2004 \$59 173



**PLANNING AND ENVIROMENT ACT 1987**

**SECTION 173 AGREEMENT**

**WHITTLESEA CITY COUNCIL**

**AND**

**HAYSTON VALLEY ESTATE PTY LTD**

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



**DAC782656R-2-6**

**BEST HOOPER**

Solicitors

563 Little Lonsdale Street

MELBOURNE VIC 3000

INFORMATION ONLY

THIS AGREEMENT made the

29

day of

MARCH 2004

AC782656R

05/04/2004 \$59

173



BETWEEN

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

AND

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

WHEREAS:

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

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



DAC782656R-3-4

C. The parties enter into this agreement:-

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

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

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

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

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

AC782656R

05/04/2004 \$59 173



3. The Owner covenants and agrees that:-

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

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

5. The Owner further covenants and agrees that:



DAC782656R-4-2

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

6. The Owner warrants and covenants that:-

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



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

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



DAC782656R-5-1

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

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

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

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

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

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

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

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

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

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

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

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

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

14. In this Agreement unless the context admits otherwise:

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



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

**IN WITNESS WHEREOF:-**

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



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

**AC782656R**

05/04/2004 \$59 173



**DAC782656R-7-7**

AC782656R

05/04/2004 \$59 173



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

*Stephen Hay*  
Signature of Director

*Sonia A Neill*  
Signature of Secretary

STEPHEN FENTON GLEN HAY  
Full Name

SONIA AUDREY NEILL  
Full Name

3 SKYLINE DRIVE MARIBYRON NSW  
Usual address

RSD 6318 SLEWAROONA ROAD  
Usual address BROADFOLD.

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

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

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

*Stephen Hay*  
*Sonia A Neill*



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

'A'

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

**AC782656R**



**PLANNING PERMIT**

WHITTLESEA PLANNING SCHEME

**ADDRESS OF THE LAND:**

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



**THE PERMIT ALLOWS:**

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

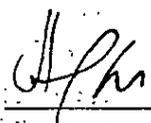
**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

**1. Amended Plan Required**

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

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

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

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

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

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

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

**3. Layout Not Altered**

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

**4. Subdivision Restriction**

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

**5. Landscape Masterplan**

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

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

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

#### 6. Functional Layout Plan Requirements

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

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

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

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

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



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## 8. Landscape Plans

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

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

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

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

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



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

## 9. Staged Plan

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

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

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

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

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

#### 11. Bonding of Approved Landscape Works

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

#### 12. Conduits Requirement

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



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### 13. As Constructed Plans

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

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

### 14. Certification Plan Requirements

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

### 15. Stormwater Drainage

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

The following is noted about the drainage requirements:

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

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

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

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

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

Works shall only be permitted to commence after the following:

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

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

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

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

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

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

**19. Embellishment of Open Space**

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

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



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

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

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

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

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

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

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

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

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).

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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.



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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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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.

**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:**



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**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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**Signature for the Responsible Authority:**

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

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

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref:

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

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

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

Council delegate  
 Council seal  
 Date / /



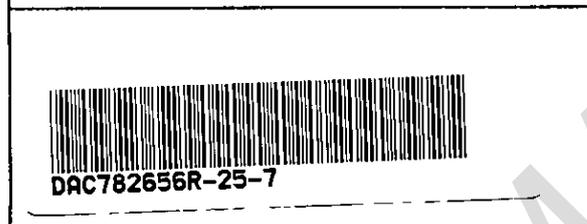
AC782656R

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

**Notations**

Depth Limitations: NIL

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



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

**Easement Information**

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

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

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

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

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

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

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

LICENSED SURVEYOR (PRINT) Keith Robert Jones  
 SIGNATURE ..... DATE / /  
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 FILE NAME: 7407sv00.dwg  
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 LAYOUT NAME: Sheet 1  
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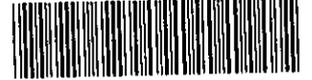
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AC782656R

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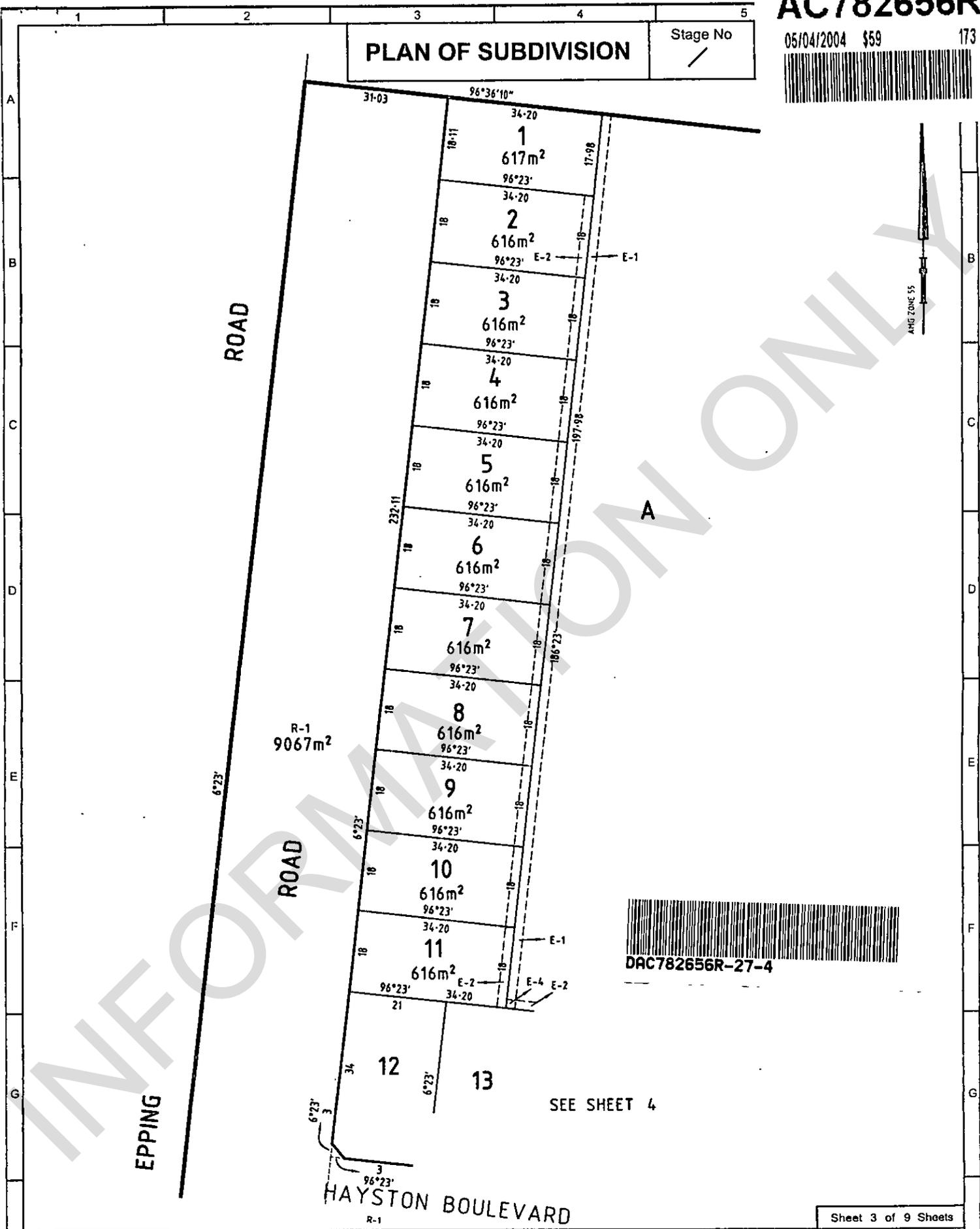
173



PLAN OF SUBDIVISION

Stage No

/



SEE SHEET 4

Sheet 3 of 9 Sheets

Engineering & Surveying  
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Project Management  
Landscape Architecture  
Environmental Science  
Agricultural Engineering

**Coomes**  
Consulting Group Pty Ltd  
31 Albert Road South Melbourne VIC 3206 Australia  
Tel: (03) 9591 1518 Fax: (03) 9493 7999  
Email: sales@coomes.com.au Web: www.coomes.com.au

SCALE

7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

1:750 A3

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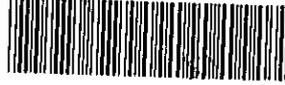
# PLAN OF SUBDIVISION

Stage No  
/

Plan Number  
**PS 511702S**

## AC782656R

05/04/2004 \$59 173



SEE SHEET 3

89°33'20" 89°33'20"  
137°58' 9°57'  
137°58' 2°99'  
89°33'20"

ROAD

R-1  
ROAD

38  
37  
36  
35  
34  
33  
32  
31

SEE SHEET 5

HAYSTON

R-1  
1.138ha

BOULEVARD

EPHING

MISTLETOE COURT

24

52

53

54

SEE SHEET 6



DAC782656R-28-8

Sheet 4 of 9 Sheets

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

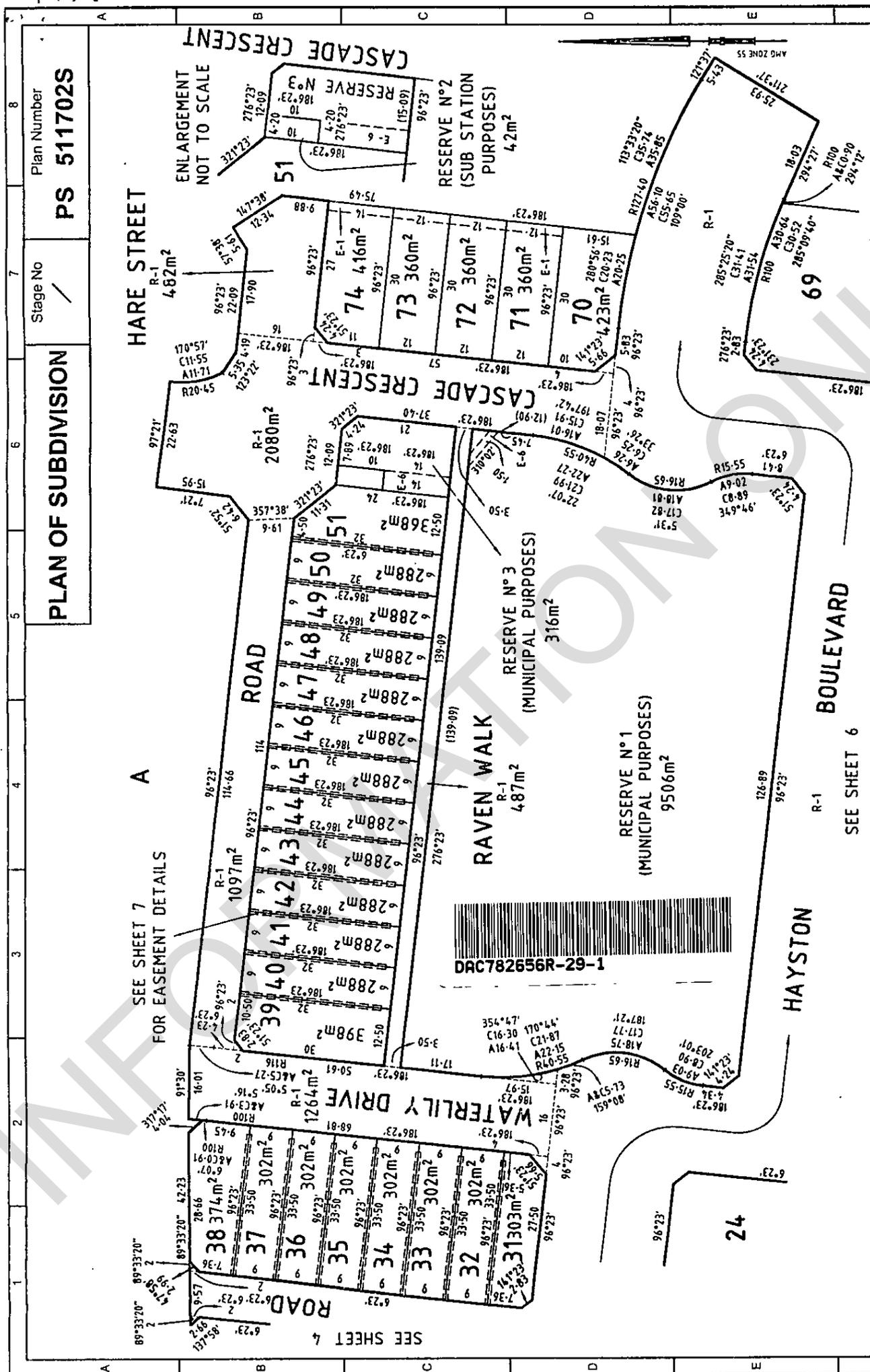
**Coomes**  
Consulting Group Pty Ltd  
24 Albert Road South Melbourne Vic 3200 Australia  
Tel: (03) 9593 7888 Fax: (03) 9593 7999  
Email: coomes@coomes.com.au Web: www.coomes.com.au

SCALE  
  
LENGTHS ARE IN METRES

ORIGINAL  
SCALE SHEET  
SIZE  
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LICENSED SURVEYOR Keith Robert Jones  
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DATE / /  
COUNCIL DELEGATE  
SIGNATURE  
Original sheet size A3



Plan Number  
**PS 511702S**

Stage No  
**PLAN OF SUBDIVISION**

**AC782656R**  
05/04/2004 \$69  
173

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DATE / /  
VERSION 11  
REF 7407SV00  
DATE

ORIGINAL SCALE SHEET SIZE  
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LENGTHS ARE IN METRES

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Consulting Group Pty Ltd  
74 Albert Road South Melbourne Vic 3205 Australia  
A/C: 03 9485 7410; F: 03 9485 7888; Fax: 03 9485 7999  
Email: coomes@coomes.com.au; Web: www.coomes.com.au



SEE SHEET 6

SEE SHEET 7  
FOR EASEMENT DETAILS

HARE STREET

BOULEVARD

HAYSTON

ENLARGEMENT  
NOT TO SCALE

CASCADE CRESCENT

CASCADE CRESCENT

RAVEN WALK  
RESERVE N° 3  
(MUNICIPAL PURPOSES)  
316m<sup>2</sup>

RESERVE N° 1  
(MUNICIPAL PURPOSES)  
950.6m<sup>2</sup>

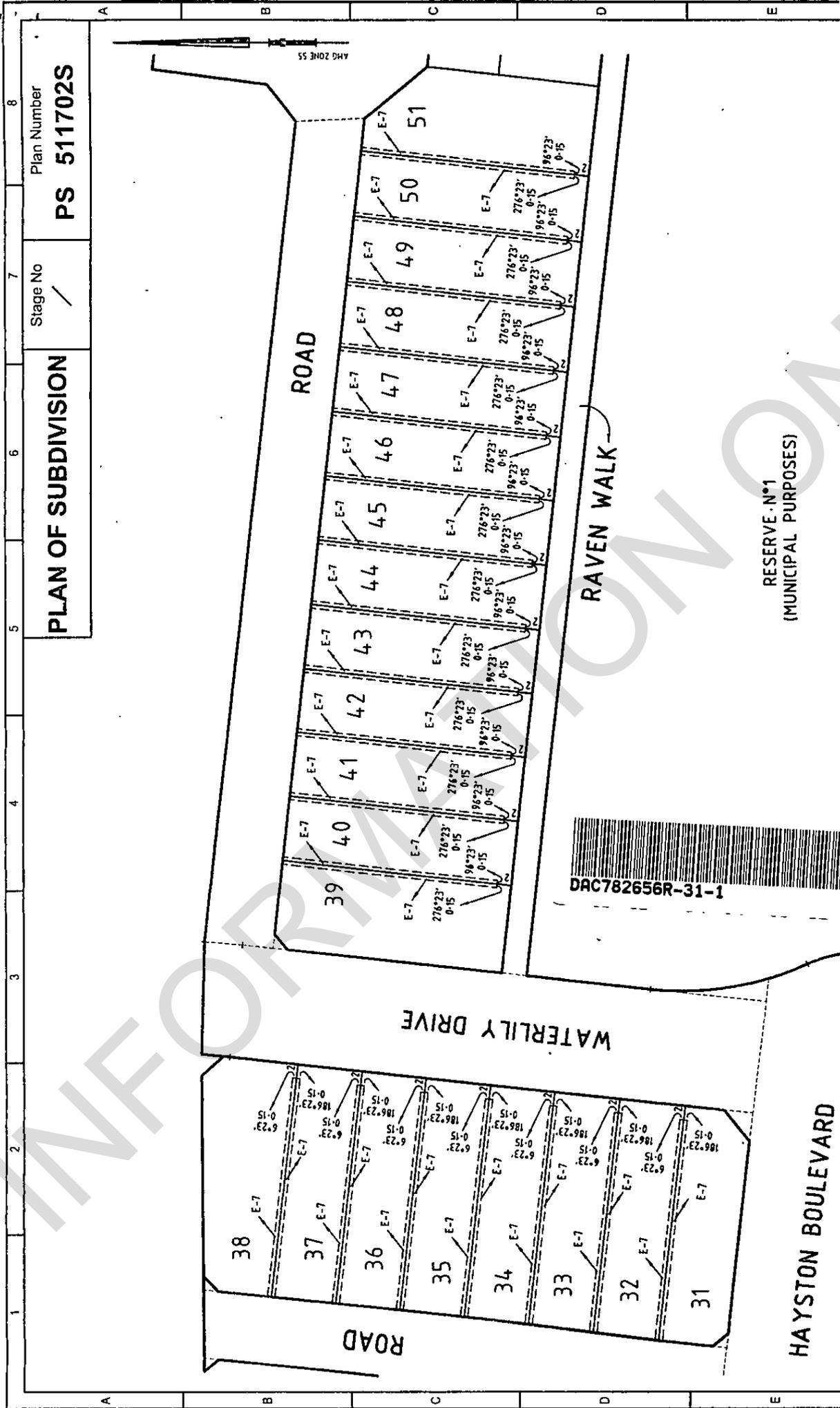
RESERVE N° 2  
(SUB STATION  
PURPOSES)  
4.2m<sup>2</sup>

WATERLILY DRIVE

SEE SHEET 4

SEE SHEET 6





Plan Number  
**PS 511702S**

Stage No  
/

**PLAN OF SUBDIVISION**

05/04/2004 \$59  
1/3  
**AC782656R**

LICENSED SURVEYOR (PRINT) ..... Keith Robert Jones  
SIGNATURE .....  
DATE / /  
VERSION 11  
REF 7407SV00  
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SAVE DATE : Tue, 16 Mar 2004 14:48: LAST SAVED BY : m...

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5 0 5 10 15 20  
LENGTHS ARE IN METRES

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24 Albert Road South, Melbourne VIC 3205 Australia  
ACN 998 275 244 (t) 0993 7888 Fax (t) 0993 7999  
Email: coomes@coomes.com.au Web: www.coomes.com.au

DAC782656R-31-1

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

05/04/2004 \$59 173



CREATION OF RESTRICTION

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

For the purposes of this restriction:

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

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

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

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

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

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



**DAC782656R-32-4**

Sheet 8 of 9 Sheets

Engineering & Surveying  
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Project Management  
Landscape Architecture  
Environmental Science  
Agricultural Engineering



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24 Albert Road South Melbourne Vic 3205 Australia  
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SIGNATURE ..... DATE / /

REF: 7407SV00 ..... VERSION 11

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LAYOUT NAME : Sheet 8  
SAVE DATE : Tue, 16 Mar 2004 - 14:48 LAST SAVED BY : j.manc

DATE / /  
COUNCIL DELEGATE SIGNATURE

Original sheet size A3



**AC782656R**

05/04/2004 \$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:

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

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

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

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

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



DAC782656R-34-1

**AC782656R**

05/04/2004 \$59 173



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

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

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

INFORMATION ONLY



DAC782656R-35-5

Date issued: -

Signature for the Responsible Authority: \_\_\_\_\_

# Imaged Document Cover Sheet

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IXPIA

FORM 13

Schedule 1 of the *Planning and Environment Regulations 1998*

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



s. 181 (1)

*Planning and Environment Act 1987*

**AD005180W**

27/07/2004 \$59 173



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

**Name:** BEST HOOPER

**Phone:** 9670 8951

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

**Ref:** TVR:KW:03051084

**Customer Code:** 0485 U

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

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

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

**Authority:** City of Whittlesea

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

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

**Signature for the Authority:**

**Name of Officer:** GRAEME BRENNAN

**Position Held:** CHIEF EXECUTIVE

**Dated:** 15/7/04



DAD005180W-1-0

RB 27.7.04

**ENDURING POWER OF ATTORNEY**

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

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



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

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

Witnessed by:

**AD005180W**

27/07/2004 \$59 173



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

GRAHAM NEILL  
.....  
Name of Witness

5 KIMBERLEY DRIVE  
.....  
Address of Witness

BROADFORD VIC 3658  
.....

Witnessed by:

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

Audrey June HAY  
.....  
Name of Witness

9 Paul Cresc  
.....  
Address of Witness

EPPING 3076  
.....

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

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

**SPECIMEN SIGNATURE OF ATTORNEYS**

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

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

**AD005180W**

27/07/2004 \$59 173



PLANNING AND ENVIROMENT ACT 1987

SECTION 173 AGREEMENT

WHITTLESEA CITY COUNCIL

AND

HAYSTON VALLEY ESTATE PTY LTD

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

**BEST HOOPER**

Solicitors

563 Little Lonsdale Street  
MELBOURNE VIC 3000



**DAD005180W-3-6**

THIS AGREEMENT made the

day of

**AD005180W**

2004

27/07/2004 \$59 173



**BETWEEN**

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

**AND**

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

**WHEREAS:**

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



**DAD005180W-4-4**

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

3. The Owner covenants and agrees that:-

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

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

5. The Owner further covenants and agrees that:

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

6. The Owner warrants and covenants that:-

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

**AD005180W**

27/07/2004 \$59 173



**DAD005180W-5-2**



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

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

**AD005180W**

27/07/2004 \$59 173



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

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

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

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

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

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

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

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

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

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

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

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

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

**AD005180W**

27/07/2004 \$59

173



DAD005180W-7-9

14. In this Agreement unless the context admits otherwise:



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

IN WITNESS WHEREOF:-

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



  
Chief Executive Officer

**AD005180W**

27/07/2004 \$59 173



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



*Stephen Hay*  
Signature of Director

*[Signature]*  
Signature of Secretary

STEPHEN HAY  
Full Name

KENNETH ROWLAND BIRD  
Full Name

3 Skyline Drive Maribyrnong  
Usual address  
Vic.

601/241 WELLINGTON ROAD  
EAST RUSSELL PAS  
Usual address

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

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

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

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

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

AD005180W

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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?



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

### WHAT ABOUT APPEALS?

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

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

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

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

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

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

3. **Layout Not Altered**



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

4. **Subdivision Restriction**

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

i. **Landscape Masterplan**

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

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



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

#### 6. Functional Layout Plan Requirements

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

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

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

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

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

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**8. Landscape Plans**

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

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

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

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

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

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

**9. Staged Plan**

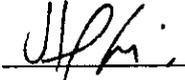
Where the subdivision is to be developed in stages, a satisfactory sequential staging plan must be submitted to and approved by the Responsible Authority.

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

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

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

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

**11. Bonding of Approved Landscape Works**

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

**12. Conduits Requirement**

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

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**13. As Constructed Plans**

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

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

**14. Certification Plan Requirements**

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

**15. Stormwater Drainage**

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

The following is noted about the drainage requirements:

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

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

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

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

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

Works shall only be permitted to commence after the following:

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



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

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

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

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

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

**19. Embellishment of Open Space**

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

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

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

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

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

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

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

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

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

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

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

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

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

**23. Fences adjoining Reserves**

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

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**24. Removal of Topsoil**

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

**25. Street Lighting**

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

**26. Filling of Land**

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

**27. Development Contributions**

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

Note: Development contributions include contributions for Community Infrastructure.

**28. Restrictive Covenant Restriction**

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

**29. Construction Access Maintenance**



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

**30. Erosion and Sediment Control Plan**

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

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

**VicRoads Conditions**

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

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

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

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



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

**Melbourne Water Conditions**

- 39. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage system.
- 40. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
- 41. Unless otherwise agreed in writing by Melbourne Water, all lot levels must be a minimum of 600 mm above the applicable flood level of Findons Creek.
- 42. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways during the construction of subdivision works.
- 43. Prior to commencement of works separate application, direct to Melbourne Water, must be made for any new or modified storm water connection to Melbourne Water's drains or watercourses. Prior to accepting an application, evidence must be provided demonstrating that Council has considered that it is not feasible to connect to the local drainage system.
- 44. At least seven days prior to the construction a Site Management Plan, detailing pollution and sediment control measures, must be submitted to Melbourne Water.
- 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.

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

Signature for the  
 Responsible Authority:



**Water Supply**

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

**Protective Features**

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

**SPI PowerNet Conditions**

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

**AD005180W**

27/07/2004 \$59 173



**NOTES:**

**Time Limit Note**

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

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

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

**Signature for the Responsible Authority:**

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

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

**Native Vegetation Note**

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

**Melbourne Water Note**

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

**Amended Permit Note**

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

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



**AD005180W**

27/07/2004 \$59 173



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

**Signature for the Responsible Authority:**

'B'

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

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

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

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

**Council Certification and Endorsement**

Council Name: WHITTLESEA CITY COUNCIL Ref:

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

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

Council delegate  
 Council seal  
 Date / /

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

Council delegate  
 Council seal  
 Date / /

**AD005180W**

27/07/2004 \$59 173



**Vesting of Roads or Reserves**

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

**Notations**

Depth Limitations: DOES NOT APPLY

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

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



**DAD005180W-27-6**

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

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

**Easement Information**

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

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

**LR use only**

Statement of compliance/  
 Exemption Statement

Received

Date: / /

**LR use only**

PLAN REGISTERED  
 TIME  
 Date: / /

Assistant Registrar of Titles.

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

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



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

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE [Signature] DATE 13/4/04

REF: 7410SV00 VERSION 7

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DATE / /

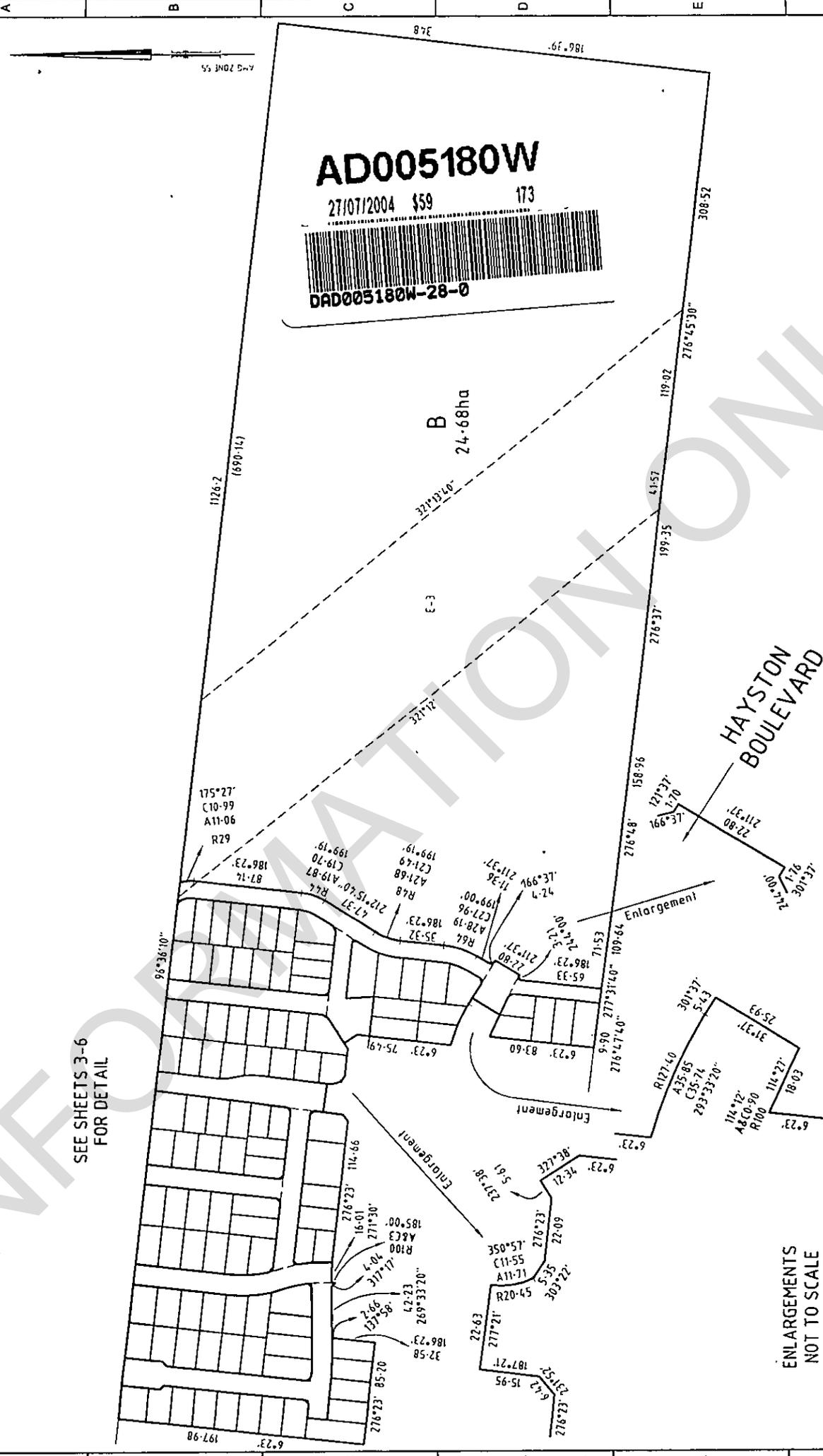
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Original sheet size A3

# PLAN OF SUBDIVISION

Stage No /

Plan Number  
**PS 513912U**



SEE SHEETS 3-6 FOR DETAIL

## AD005180W



27/07/2004 \$59 173

B  
24.68ha

### HAYSTON BOULEVARD

ENLARGEMENTS  
NOT TO SCALE

Engineering & Surveying  
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Environmental Science  
Agricultural Engineering

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ACN 06 07 03 Tel (61) 3993 7188 Fax (61) 3993 7999  
Email: coomes@coomes.com.au Web: www.coomes.com.au

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LENGTHS ARE IN METRES

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SIGNATURE .....  
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DATE / /  
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# PLAN OF SUBDIVISION

Stage No

Plan Number

## PS 513912U

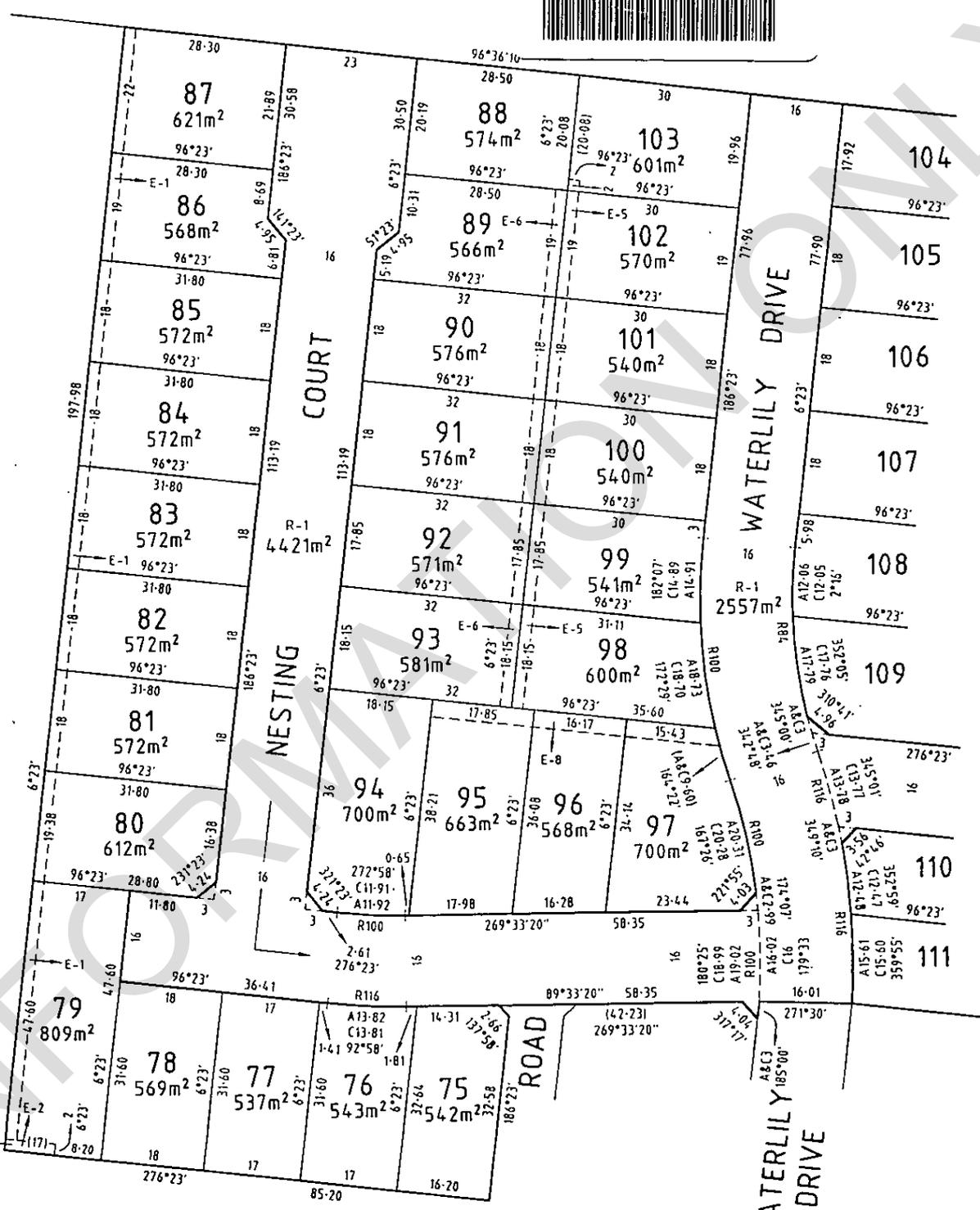
### AD005180W

27/07/2004 \$59 173



ANG ZONE 55

SEE SHEET 4

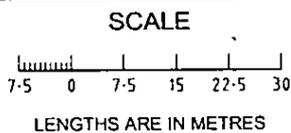


DAD005180W-29-3

Sheet 3 of 9 Sheets

Engineering & Surveying  
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34 Albert Road South Melbourne VIC 3206 Australia  
1300 363 626 (Toll Free) (03) 9593 7999  
Email: [enquiries@coomes.com.au](mailto:enquiries@coomes.com.au) Web: [www.coomes.com.au](http://www.coomes.com.au)



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PLAN OF SUBDIVISION

Stage No /

Plan Number

PS 513912U

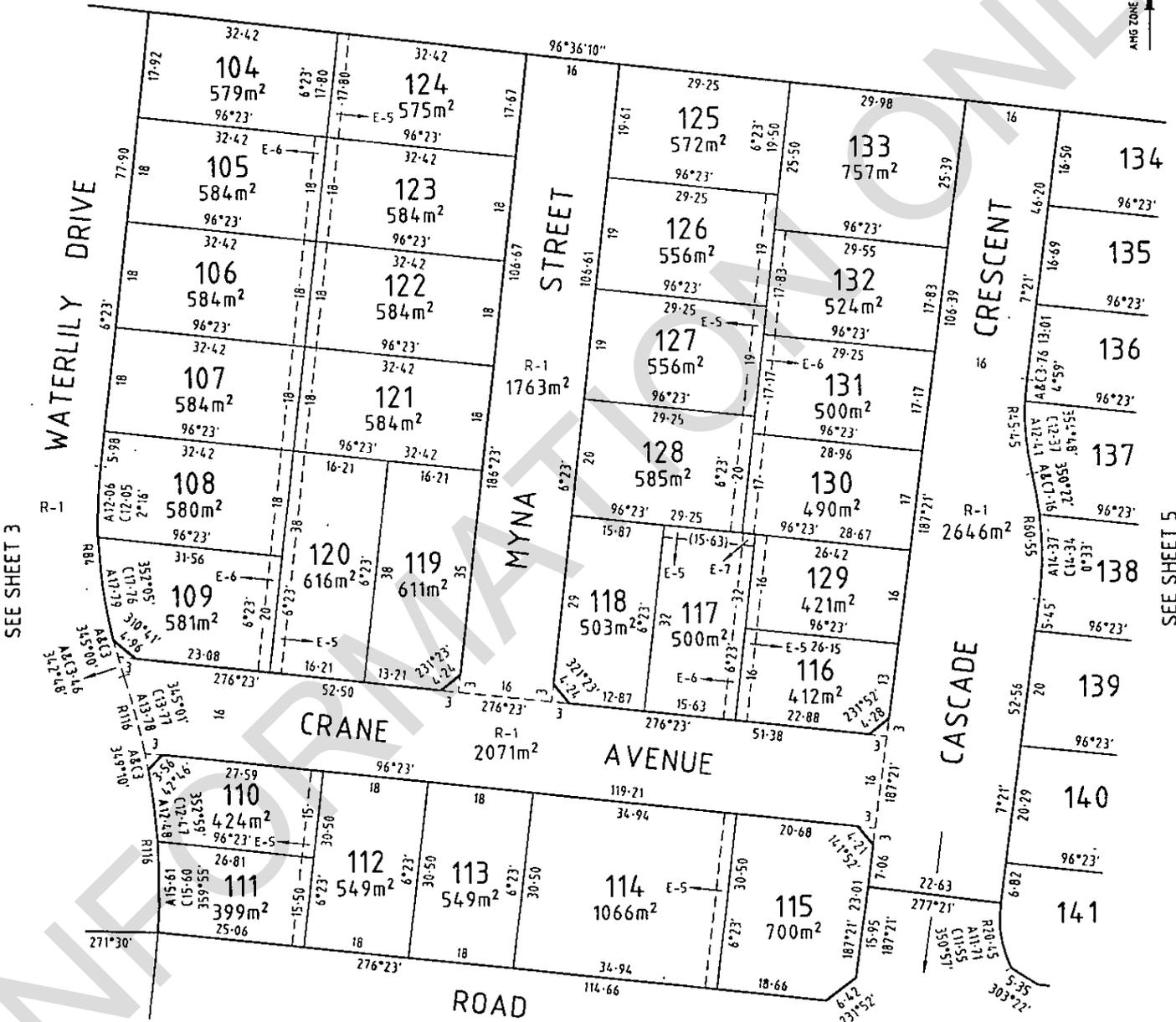
AD005180W

27/07/2004 \$59

173



ANG ZONE 55



SEE SHEET 3

SEE SHEET 5

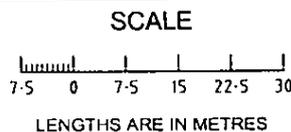


DAD005180W-30-9

Sheet 4 of 9 Sheets

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Landscape Architecture  
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Agricultural Engineering

**Coomes**  
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24 Albert Road South Melbourne, Vic 3200 Australia  
Tel: (03) 9593 1999 Fax: (03) 9593 1999  
Email: coomes@coomes.com.au Web: www.coomes.com.au



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SIGNATURE

Original sheet size A3

# PLAN OF SUBDIVISION

Stage No

Plan Number

## PS 513912U



DAD005180W-31-2

AMG ZONE 55



SEE SHEET 4

SEE SHEET 2

SEE SHEET 6

# AD005180W

27/07/2004 \$59 173



1 of 9 Sheets

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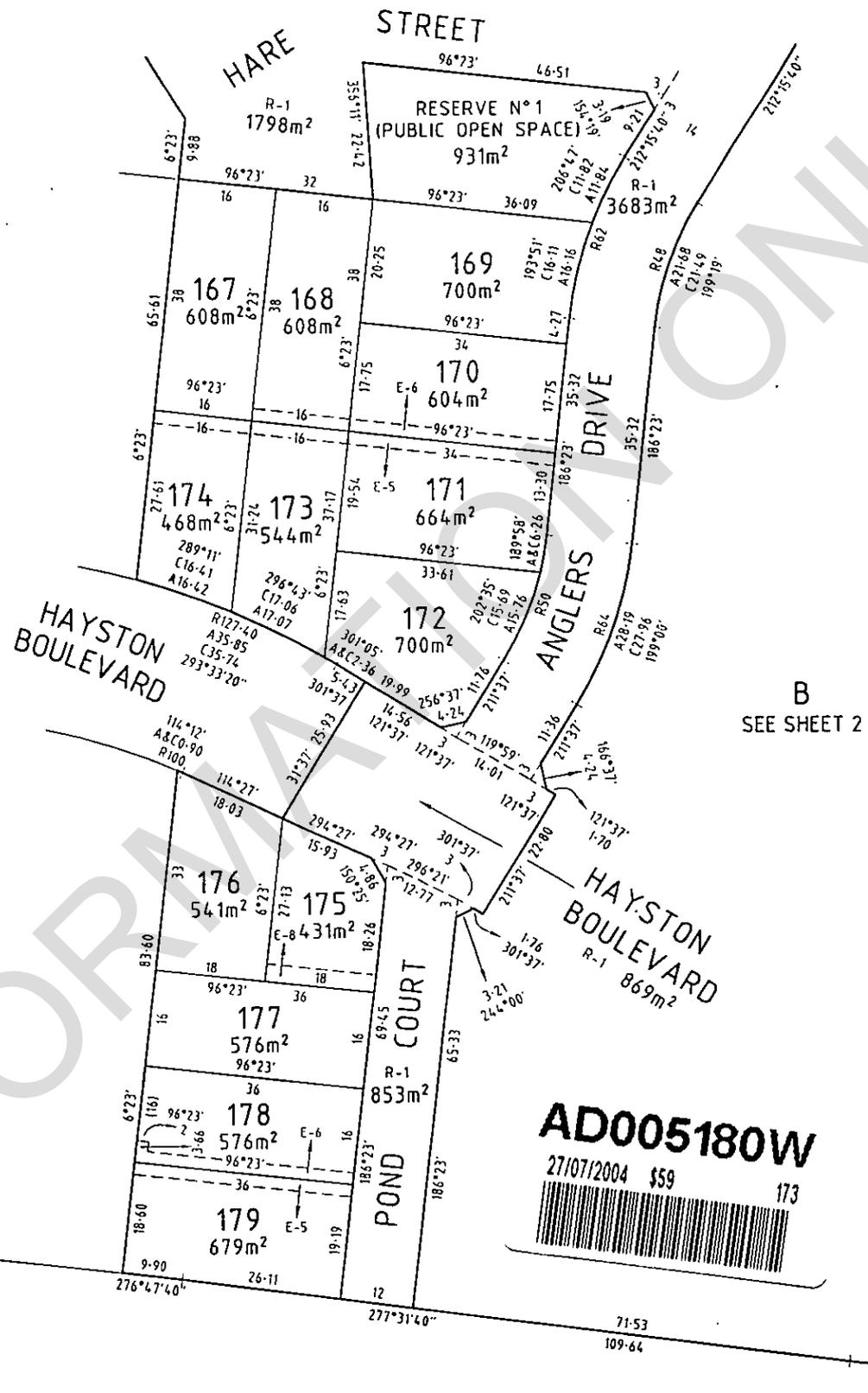
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PLAN OF SUBDIVISION	Stage No /	Plan Number <b>PS 513912U</b>
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SEE SHEET 5



B  
SEE SHEET 2

AD005180W

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Sheet 6 of 9 Sheets

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Agricultural Engineering

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SCALE

LENGTHS ARE IN METRES

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DATE / /  
COUNCIL DELEGATE  
SIGNATURE  
Original sheet size A3

# PLAN OF SUBDIVISION

Stage No

/

Plan Number

**PS 513912U**

## CREATION OF RESTRICTION

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

For the purposes of this restriction:

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

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

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

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

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

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



DAD005180W-33-0

### AD005180W

27/07/2004 \$59 173



Sheet 7 of 9 Sheets

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t 03 9584 2400 f 03 9584 2401  
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ORIGINAL  
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SIZE  
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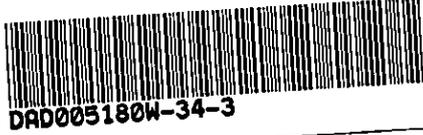
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# PLAN OF SUBDIVISION

Stage No /

Plan Number

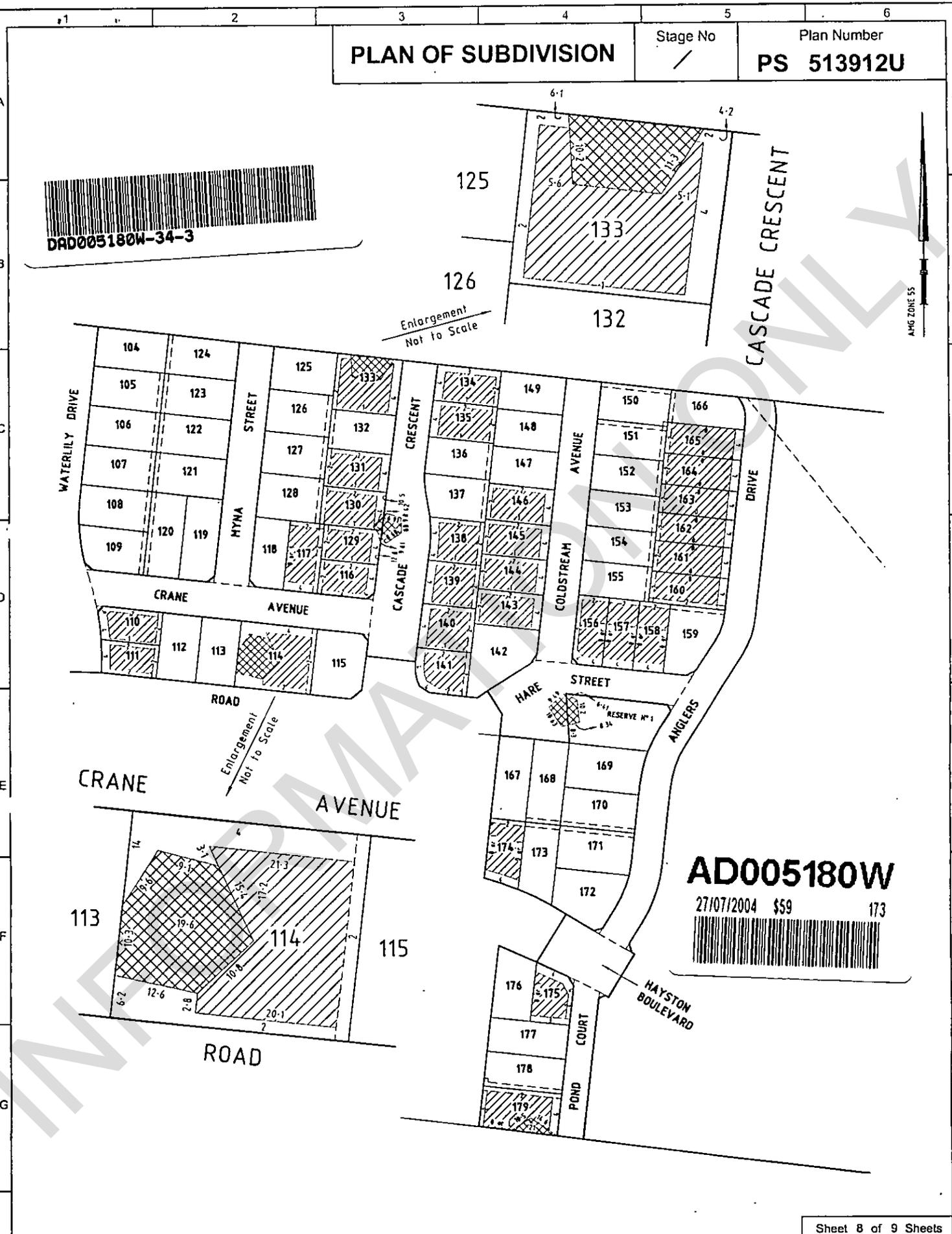
## PS 513912U



DAD005180W-34-3



ANG ZONE 55



### AD005180W

27/07/2004 \$59 173



Sheet 8 of 9 Sheets

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34 Albert Road South Melbourne VIC 3206 Australia  
Telephone: Total 9993 7986 Facsimile 9993 7999  
Email: enquiries@coomes.com.au Web: www.coomes.com.au

**SCALE**

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LENGTHS ARE IN METRES

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

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Sheet 9 of 9 Sheets

Engineering & Surveying  
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**SCALE**

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**AD005180W**

27/07/2004 \$59 173



C

### Tree Exclusion Zone Requirements

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

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

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

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

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

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

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

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

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



AD005180W-36-1



DAD005180W-37-4

C

## Tree Exclusion Zone Requirements

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

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

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

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

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

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- 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

AD005180W

27/07/2004 \$59 173



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AD586934Y</b>
Number of Pages (excluding this cover sheet)	<b>34</b>
Document Assembled	<b>29/04/2025 16:50</b>

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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



*Planning and Environment Act 1987*

s. 181 (1)

Lodged at the Land Titles Office by: PETER DAVIS  
~~BAZZANI BRAND DAVIS~~  
 Name: ~~BEST HOOPER~~  
 Phone: 96001800  
 9670 8951  
 Address: 14/200 Queen Street, Melbourne  
 563 Little Lonsdale Street, Melbourne  
 Ref: PD:NB:405190  
 TVR:KW:03051084 Customer Code: 27004  
 0485 U

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

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

VOLUME 10866 FOLIO 898 INCLUSIVE  
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*





DAD586934Y-2-7

2

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

**BETWEEN**

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

**AND**

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

**WHEREAS:**

- A. The Owner is the registered proprietor of the Land contained in Certificates of Title Volume <sup>10866 Folio 898</sup> ~~10866 Folio 939 inclusive (Lot C)~~ <sup>Hayston Boulevard, Epping-</sup> ~~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 ~~AC782696P~~ <sup>AC540646W</sup> in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Land.

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

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

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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:

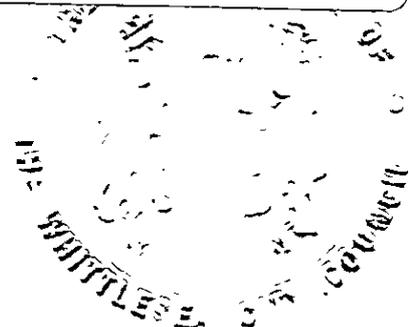
- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (d) If a party consists of more than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



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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:

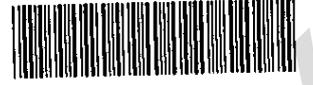
## IMPORTANT INFORMATION ABOUT THIS NOTICE

### WHAT HAS BEEN DECIDED?

- \* The Responsible Authority has issued a permit.

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### WHEN DOES A PERMIT BEGIN?

A permit operates:

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

### WHEN DOES A PERMIT EXPIRE?



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

### WHAT ABOUT APPEALS?

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



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

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

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

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

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

**3. Layout Not Altered**

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

**4. Subdivision Restriction**

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

**5. Landscape Masterplan**

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

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

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

#### 6. Functional Layout Plan Requirements

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

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

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

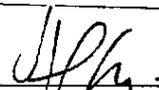
The demolition of the Old Travellers Inn (Hays Homestead) and associated outbuildings must be undertaken in accordance with the requirements of Heritage Victoria and the interpretive recommendations contained in the report 'Hays Homestead, Epping North (H7922/0213): Proposed Options for Heritage Interpretation,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

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



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Responsible Authority: 

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**8. Landscape Plans**

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

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

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

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

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

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

**9. Staged Plan**

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

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

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

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

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

**11. Bonding of Approved Landscape Works**

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

**12. Conduits Requirement**

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



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**13. As Constructed Plans**

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

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

**14. Certification Plan Requirements**

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

**15. Stormwater Drainage**

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

The following is noted about the drainage requirements:

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

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

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

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

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

**Signature for the Responsible Authority:** 





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

Works shall only be permitted to commence after the following:

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



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

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

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

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

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

Signature for the Responsible Authority:

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

**19. Embellishment of Open Space**

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

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

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

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

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

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

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

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

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

Date issued: 27 May 2003

Date Amended: 22 October 2003

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).

Date issued: 27 May 2003  
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**

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

**30. Erosion and Sediment Control Plan**

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

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

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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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Date Amended: 22 October 2003

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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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 Date Amended: 22 October 2003

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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

**Date issued: 27 May 2003**  
**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.



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

Signature for the  
Responsible Authority:



'B'

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

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

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

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref:

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

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

The requirement is to be satisfied in Stage

Council delegate  
 Council seal  
 Date / /

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

Council delegate  
 Council seal  
 Date / /

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

**Notations**

Depth Limitations: DOES NOT APPLY

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

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

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

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



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

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LR use only  
 Statement of compliance/  
 Exemption Statement

Received

Date: / /

LR use only  
 PLAN REGISTERED  
 TIME  
 Date: / /

Assistant Registrar of Titles.

<b>HAYSTON ESTATE - STAGE 3 (40 LOTS)</b> Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering	 Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia ALN 650 029 635 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999 Email: consult@coomes.com.au Web: www.coomes.com.au	LICENSED SURVEYOR (PRINT) <u>Keith R. Jones</u> SIGNATURE ..... DATE / / REF: 7414SV00 FILE NAME: 7414SV00.dwg FILE LOCATION: C:\Documents and Settings\rodml.local\Settings\Temporary Internet Files\DLK511 LAYOUT NAME: Sheet 1 SAVE DATE: Wed, 15 Sep 2004 - 10:08 LAST SAVED BY: natalia	<b>AREA OF STAGE - 6.958ha</b> DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
Sheet 1 of 9 Sheets			

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



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Sheet 2 of 9 Sheets

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Environmental Science  
Agricultural Engineering



Consulting Group Pty Ltd  
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ACN 050 027 433 Tel: (61 3) 9993 7888 Fax: (61 3) 9993 7999  
Email: consult@coomes.com.au Web: www.coomes.com.au

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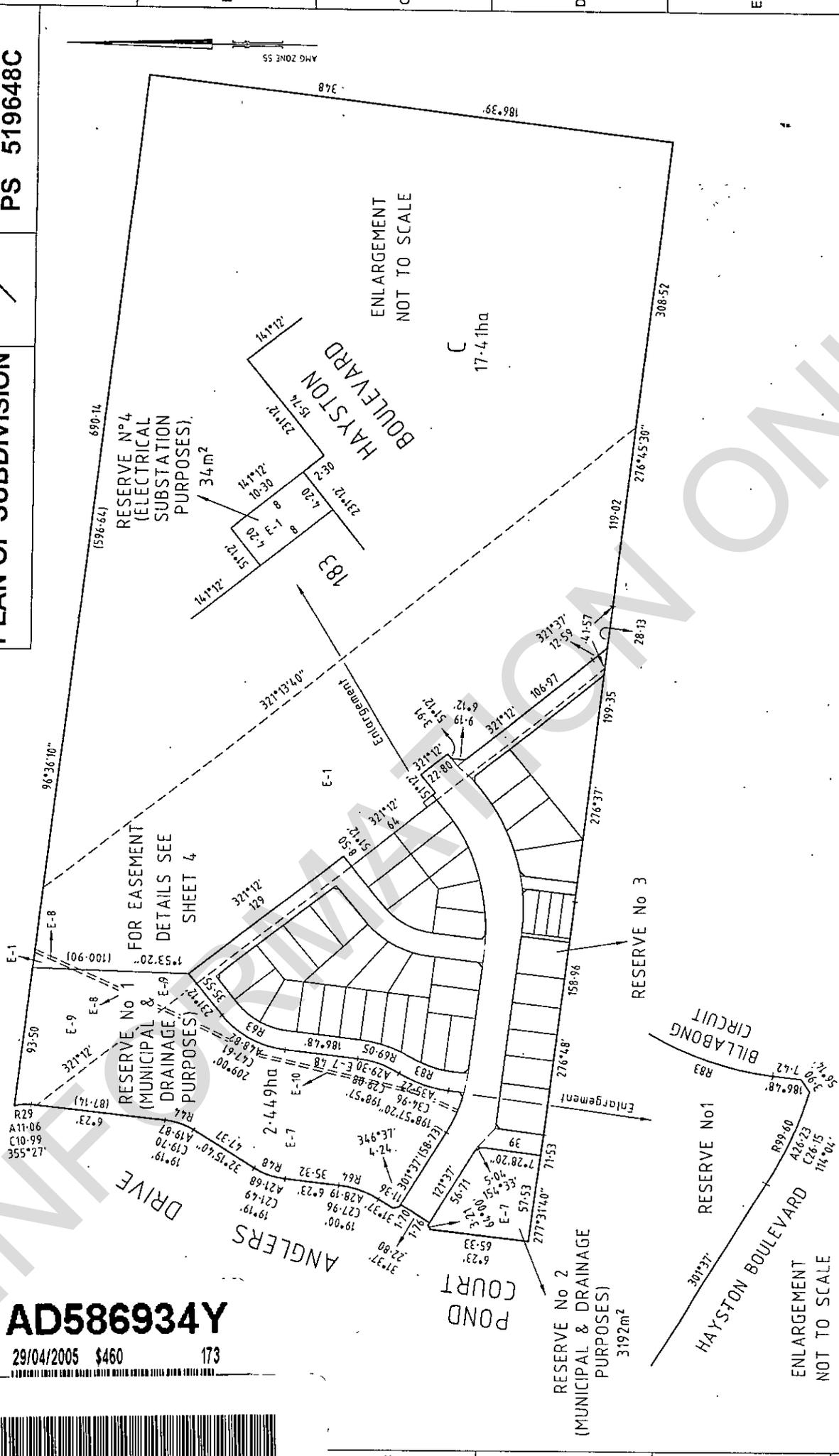
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## AD586934Y

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DRIVE

RESERVE N° 1  
(MUNICIPAL &  
DRAINAGE PURPOSES)

ANGLERS

BILLABONG CIRCUIT

HAYSTON

BOULEVARD

SEE SHEET 5

SEE SHEET 6

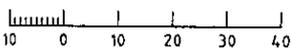
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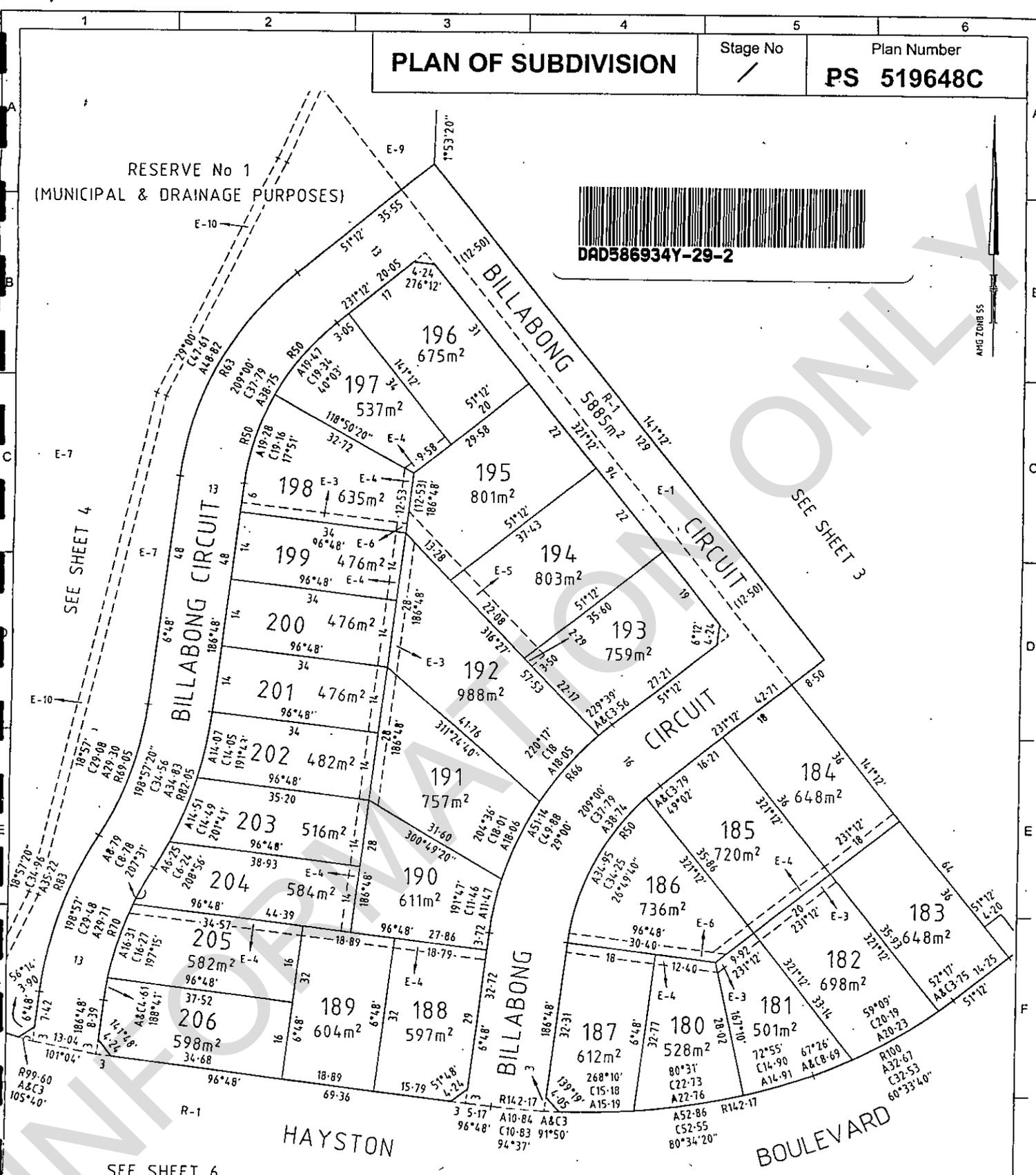
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RESERVE No 1  
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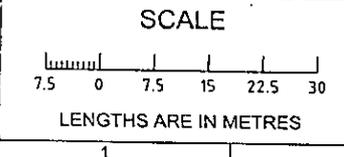


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**PLAN OF SUBDIVISION**

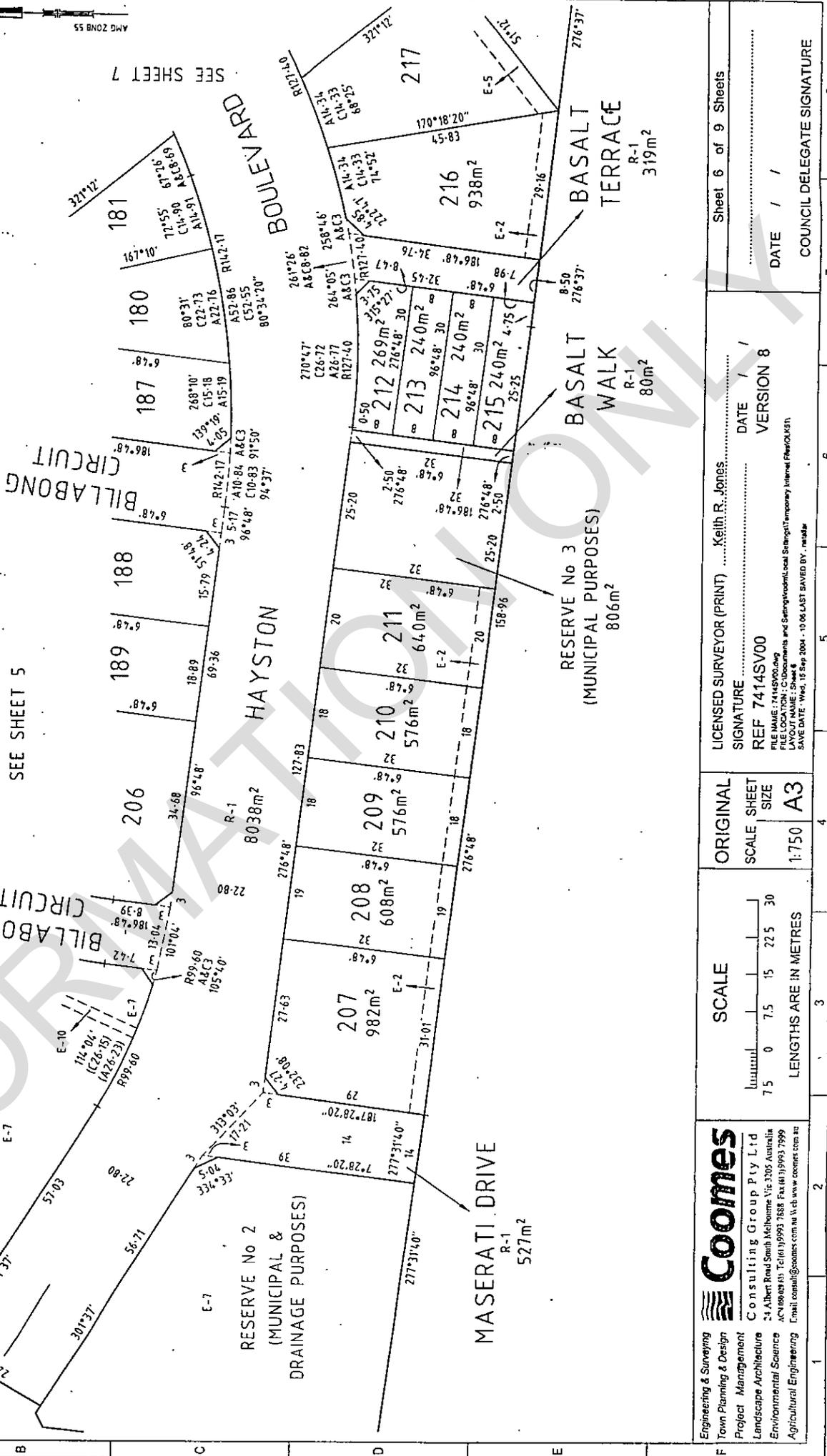
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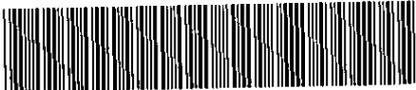
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BUILDING ENVELOPE PLAN

2.449ha

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RESERVE No 1 (MUNICIPAL & DRAINAGE PURPOSES)

RESERVE No 2 (MUNICIPAL & DRAINAGE PURPOSES)

MASERATI DRIVE

HAYSTON

BOULEVARD

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T 61 3 5831 4448 F 61 3 5831 4449



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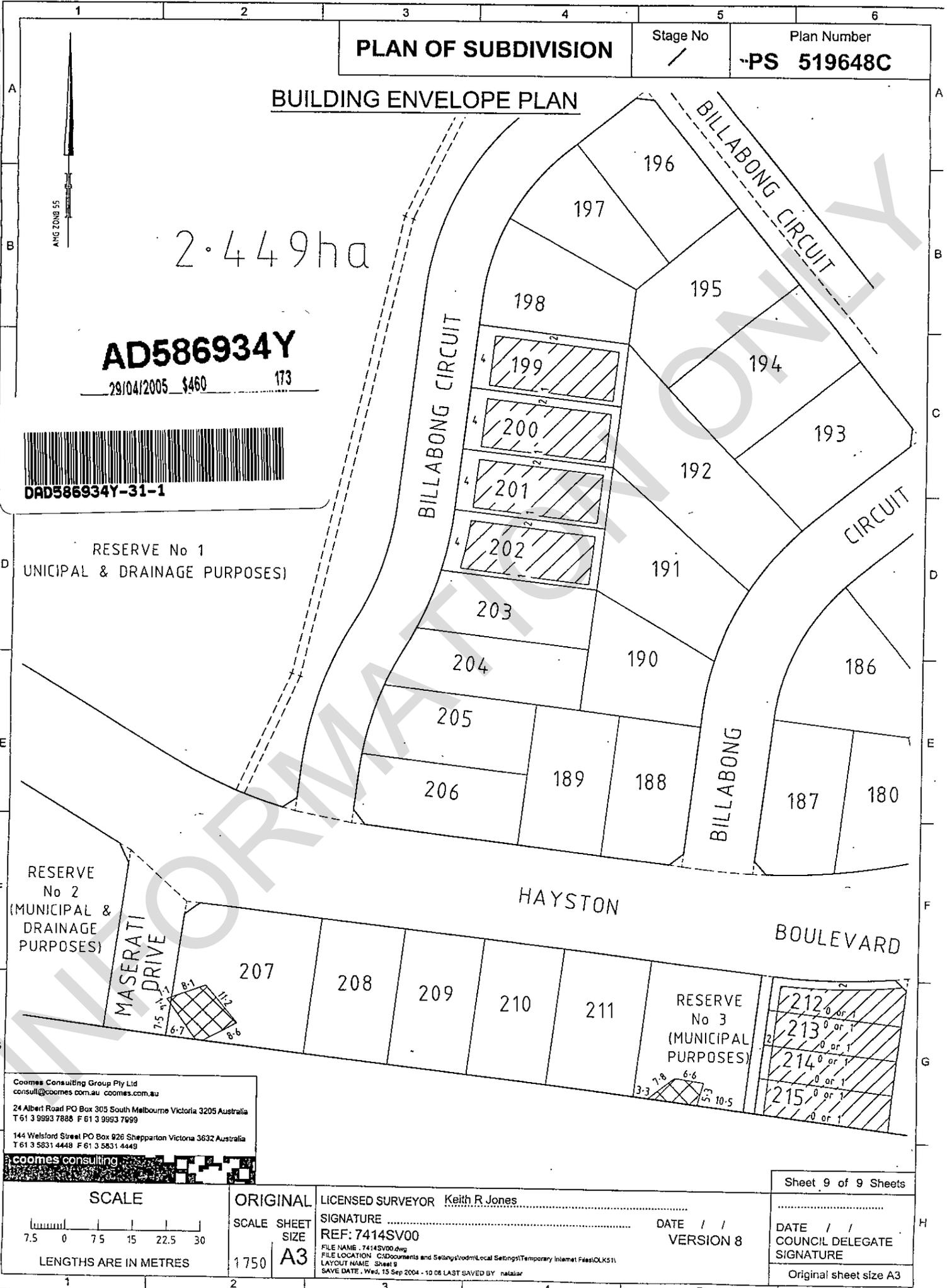
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Original sheet size A3



# PLAN OF SUBDIVISION

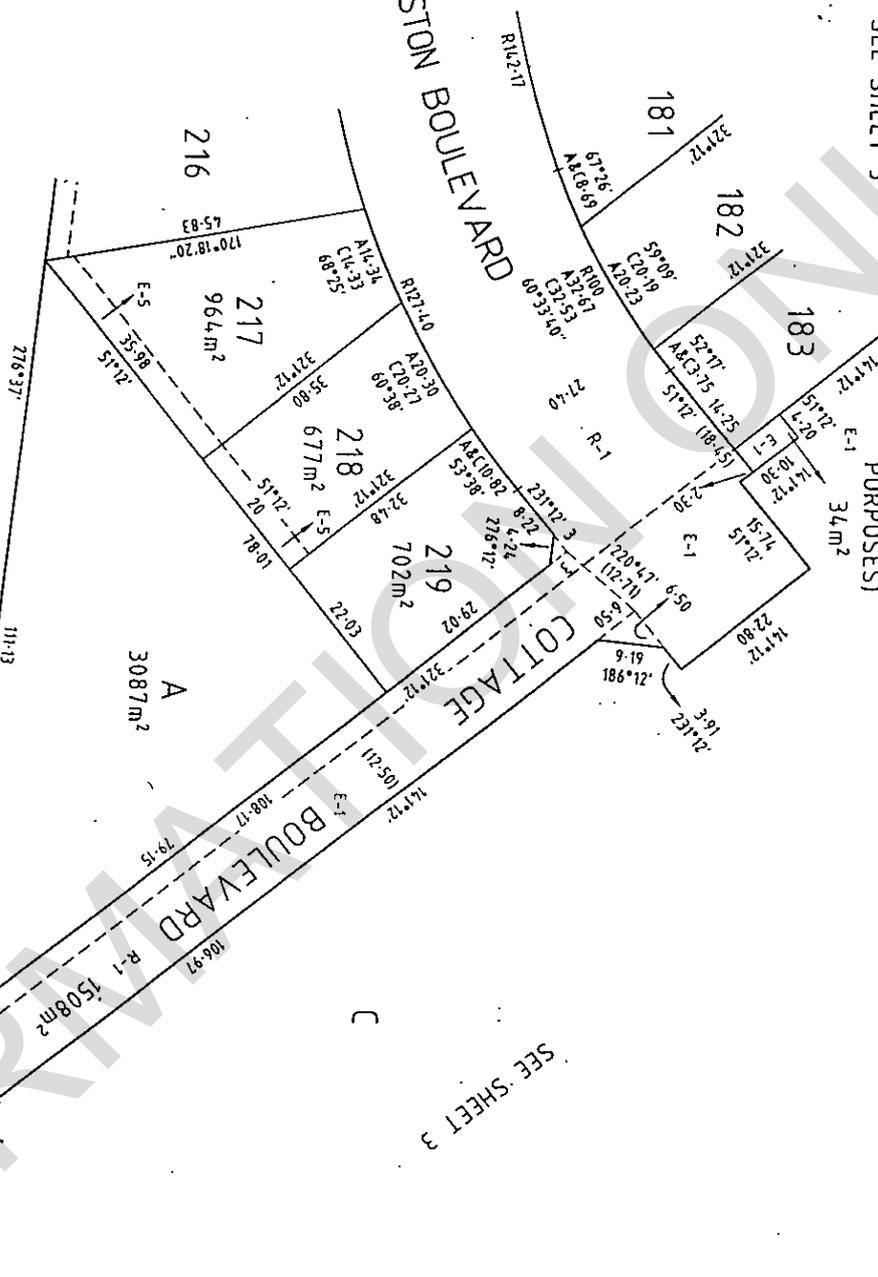
Stage No  
/

Plan Number  
**PS 519648C**

RESERVE No 4  
(ELECTRICAL SUBSTATION  
PURPOSES)  
34m<sup>2</sup>

HAYSTON BOULEVARD

SEE SHEET 6



## AD586934Y

29/04/2005 \$460 173



DAD586934Y-32-5

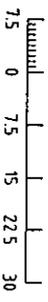
AMG ZONB 55



**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 069 407 743 (p 39993) 7888 Fax (61 3) 9993 7999  
Email: coomes@coomes.com.au Web: www.coomes.com.au

### SCALE



LENGTHS ARE IN METRES

### ORIGINAL SCALE SHEET SIZE

1:750  
**A3**

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

SIGNATURE .....  
REF 74145V00  
DATE / /  
VERSION 8

Sheet 7 of 9 Sheets

DATE / /  
COUNCIL DELEGATE SIGNATURE

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

CREATION OF RESTRICTION

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

For the purposes of this restriction:

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

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

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

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

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

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



DAD586934Y-33-9

**AD586934Y**

29/04/2005 \$460 173



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



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

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

Sheet 8 of 9 Sheets
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

C

## Tree Exclusion Zone Requirements

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

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

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

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

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

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

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

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

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



**AD586934Y**

29/04/2005 \$460 173



**Date of issue**  
30/04/2025

**Assessment No.**  
585372

**Certificate No.**  
171503

**Your reference**  
76608234-020-4

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

**Property location:** 3 Abbey Street EPPING 3076

**Description:** LOT: 243 PS: 528528M

**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	\$800,000	\$440,000	\$40,000

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. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2024	\$1,873.43
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$69.60
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	-\$0.04
Interest to 30/04/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	-\$309.50
Sustainable land management rebate	\$0.00
Payments	-\$1,625.98
<b>Balance of rates &amp; charges due:</b>	<b>\$464.56</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$464.56**

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](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

 **131 450**

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

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

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

## 3. Notices and orders:

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

No Orders applicable.

## 4. Specified flood level:

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

## 5. Special notes:

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

### **Interest penalty on late payments**

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

## 6. Other information:



Authorising Officer

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

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

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**Payment can be made using these options.**

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **585372**



Phone 1300 301 185  
Ref **585372**



Billers Code **5157**  
Ref **585372**

29th April 2025

Astrid C/- LANDATA  
LANDATA

Dear Astrid C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	3 ABBEY STREET EPPING 3076
<b>Applicant</b>	Astrid C/- LANDATA LANDATA
<b>Information Statement</b>	30936475
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	25075 - Garro

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](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	3 ABBEY STREET EPPING 3076
------------------	----------------------------

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	3 ABBEY STREET EPPING 3076
------------------	----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

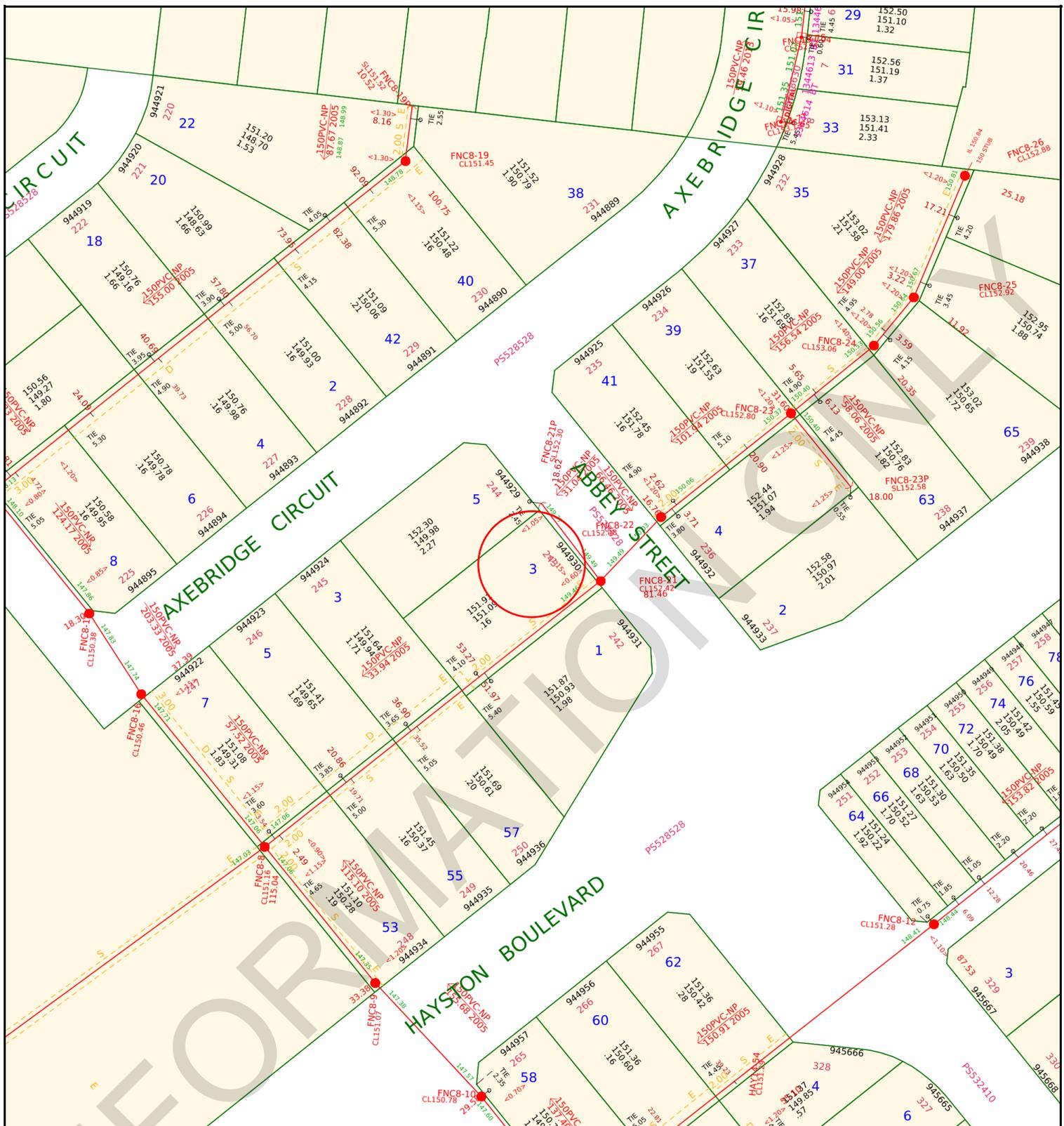
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30936475**

<b>Address</b>	3 ABBEY STREET EPPING 3076
<b>Date</b>	29/04/2025
<b>Scale</b>	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	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;

Astrid C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 7166730000  
**Rate Certificate No:** 30936475

**Date of Issue:** 29/04/2025  
**Your Ref:** 25075 - Garro

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
3 ABBEY ST, EPPING VIC 3076	243\PS528528	1628512	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Water and Sewer Usage Charge <i>Step 1 – 30.000000kL x \$3.43420000 = \$103.03</i> Estimated Average Daily Usage \$1.10	11-11-2024 to 13-02-2025	\$103.03	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		-\$163.21 cr
	<b>Total for This Property</b>		\$27.80



GENERAL MANAGER  
RETAIL SERVICES

### Note:

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

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

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:** 1628512

**Address:** 3 ABBEY ST, EPPING VIC 3076

**Water Information Statement Number:** 30936475

## HOW TO PAY



**Billers Code:** 314567  
**Ref:** 71667300000

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1133431

## APPLICANT'S NAME & ADDRESS

ASTRID C/- LANDATA  
DOCKLANDS

## VENDOR

GARRO, JOE

## PURCHASER

GARRO, JOE

## REFERENCE

25075 - Garro

This certificate is issued for:

LOT 243 PLAN PS528528 ALSO KNOWN AS 3 ABBEY STREET EPPING  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2

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

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

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

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

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

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

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

29 April 2025

**Sonya Kilkenny**  
Minister for Planning

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

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

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

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



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

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

### Privacy Statement

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

Enquiries: *Building and Planning Administration 9217 2170*  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 76608234-022-8

19 May 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
 3 (Lot 243) Abbey Street, Epping**

Further to your application for property information for the above address I write to advise the following:

**Regulation 51 1 (a)\***

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

**Regulation 51 1 (b) (c)**

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**  
 Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**  
*(Please consult with Owner for copy of Building Notice where applicable)*

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

Yours sincerely

**BUILDING & PLANNING  
 CITY OF WHITTLESEA**

**Council Offices**  
 25 Ferres Boulevard  
 South Morang VIC 3752  
  
 Locked Bag 1  
 Bundoora MDC VIC 3083  
  
 ABN 72 431 091 058

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 **Free Telephone Interpreter Service**

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廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Astrid  
C/O LANDATA Online Services  
DOCKLANDS 3008

Client Reference: 25075 - Garro

NO PROPOSALS. As at the 29th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

3 ABBEY STREET, EPPING 3076  
CITY OF WHITTLESEA

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

Date of issue: 29th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

# Property Clearance Certificate

## Land Tax



ASTRID

<b>Your Reference:</b>	LD:76608234-016-7.25075 - G
<b>Certificate No:</b>	90000547
<b>Issue Date:</b>	29 APR 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 3 ABBEY STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
33306908	243	528528	10892	80	\$0.00

**Vendor:** JOE GARRO

**Purchaser:** JOE GARRO

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS PAULA GARRO	2025	\$440,000	\$0.00	\$0.00

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

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

**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 (CIV):	\$800,000
-------------------------------	-----------

SITE VALUE (SV):	\$440,000
------------------	-----------

<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>
---	---------------

# Notes to Certificate - Land Tax

Certificate No: 90000547

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,770.00

Taxable Value = \$440,000

Calculated as \$1,350 plus ( \$440,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,000.00

Taxable Value = \$800,000

Calculated as \$800,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 90000547

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 90000547

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



ASTRID

Your Reference:	LD:76608234-016-7.25075 - Garr
Certificate No:	90000547
Issue Date:	29 APR 2025
Enquires:	ESYSPROD

**Land Address:** 3 ABBEY STREET EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
33306908	243	528528	10892	80	\$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:	\$800,000
SITE VALUE:	\$440,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 90000547

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



ASTRID

**Your** LD:76608234-016-7.25075 -

**Reference:** GARR

**Certificate No:** 90000547

**Issue Date:** 29 APR 2025

**Land Address:** 3 ABBEY STREET EPPING VIC 3076

Lot	Plan	Volume	Folio
243	528528	10892	80

**Vendor:** JOE GARRO

**Purchaser:** JOE GARRO

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: 90000547

## 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: 90000548

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 90000548

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

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

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

## Extract of EPA Priority Site Register

Page 1 of 1

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 3 ABBEY STREET

SUBURB: EPPING

MUNICIPALITY: WHITTLESEA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 182 Reference D5

Melways 40th Edition, Street Directory, Map 182 Reference E5

DATE OF SEARCH: 29th April 2025

### ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference (Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842).

For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

[Extract of Priority Sites Register] # 76608234 - 76608234154549  
'25075 - Garro'

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

(04/10/2016)