

Contract of Sale of Land

Property:

301 Fifth Avenue, Eden Park VIC 3757

Mountain Ranges Conveyancing Pty Ltd
WHITTLESEA VIC 3757
Tel: 03 9923 7493 / 0491 286 220
PO Box 346, Whittlesea VIC 3757
Ref: KG:2377

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2023

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2023

Print names(s) of person(s) signing: Debra Joan Secombe

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: Stone Real Estate - Whittlesea
Address: Shop 1, 75 Church Street, Whittlesea VIC 3757
Email: deanzammit@stonerealestate.com.au
Tel: 03 9716 2000 Mob: 0405 140 704 Fax: Ref: Dean Zammit

Vendor

Name: Debra Joan Secombe
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Mountain Ranges Conveyancing Pty Ltd
Address: PO Box 346, Whittlesea VIC 3757
Email: kathryn@mountainrangesconveyancing.com.au
Tel: 03 9923 7493 Mob: 0491 286 220 Fax: Ref: 2377

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 08983 Folio 233	534	LP 002644

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 301 Fifth Avenue, Eden Park VIC 3757

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

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

Payment

Price \$ _____
Deposit \$ _____ by / / 2023 (of which \$ has been paid)
Balance \$ _____ payable at settlement

Deposit bond

~~General condition 15 applies only if the box is checked~~

Bank guarantee

~~General condition 16 applies only if the box is checked~~

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

~~**Lease** (general condition 5.1)~~

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

~~**Terms contract** (general condition 30)~~

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof. The Purchaser having been supplied with the Statement required by Section 32(2)(c) of the Sale of Land (Amendment) Act 1982 purchases subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the said land.

4. GST Withholding Notice

The Purchaser 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. By signing this Contract of Sale, the Purchaser hereby accepts this Special Condition as the required notice pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth) and in accordance with General Condition 25.3 of this Contract of Sale.

5. Identity of the Land

The Purchaser hereby acknowledges and agrees that an omission or mistake in the description of the property of any deficiency in the area, description or measurements of the land does not invalidate the sale. The Purchaser may not make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements or require the Vendor to amend Title or pay any costs of amending Title.

6. Solar

If the property includes solar panels, the purchaser acknowledged that:

- i. The Vendor makes no warranties as to the condition of the solar panels; and
- ii. The Vendor makes no warranties as to any savings that may be available to the purchaser as a result of the existence of the solar panels; and
- iii. The purchaser must comply with any relevant regulations imposed currently or in the future by any regulatory authority which may apply to the solar panels and will not call upon the Vendors for any matter relating to the same; and
- iv. The purchaser agrees to indemnify and keep indemnified, the vendor, against any non-compliance of any regulation by the Vendor from the day of sale.

7. Auction

If the property is offered for sale by public auction, it is 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 Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

8. Chattels

The property in any chattels sold by this Contract shall not pass to the Purchaser until payment in full of the purchase price.

9. Guarantee

If the Purchaser shall be or include a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor.

10. Default

10.1 The Vendor gives notice to the Purchaser that, if the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Purchaser will be required to pay, in addition to interest payable on the balance of the purchase monies under the Contract, the following losses and expenses (Compensation) which the Vendor may incur:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for Settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal costs and expenses as between solicitor and Vendor on a full indemnity basis;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property; and
- (f) any further costs, damages or loss whatsoever sustained by the Vendor as a result of the Purchaser's failure to complete as aforesaid.

10.2 The Vendor's right to receive payment of the losses and expenses referred to in Special Condition 10.1 shall be in addition to the rights conferred on the Vendor pursuant to General Condition 35.4.

10.3 The purchaser expressly acknowledges and agrees that;

- (a) the Vendor shall not be required to complete Settlement unless an amount equivalent to the Compensation being claimed by the Vendor is tendered by the Purchaser at Settlement; and
- (b) Compensation will continue to accrue until settlement is effected.

11. Variation

Any Variation to this Contract shall not be binding unless it is in writing by or on behalf of both Vendor and Purchaser and, without limiting the foregoing, may be signed electronically, by Counterpart execution or exchange of e-mails or a combination of. In any such Variation, it is warranted, acknowledged, and agreed that each party's Conveyancer has Authority to complete Variations to this Contract for their respective Clients, and any such Variation shall not constitute a new Contract, and where the Cooling Off rights of the Purchaser have expired or do not apply, such Variation does not add; trigger or recommence any Cooling Off rights for the Purchaser.

12. Condition, risk, identity and use of property

12.1 The Purchaser buys and accepts the Property in its condition on the Day of Sale.

12.2 The Purchaser relied on their own enquiries about the nature, quality and condition of the Property (including any fill or the extent of any fill on the Property) in entering into this Contract.

12.3 If any buildings or improvements fail to comply with any applicable Law, this does not constitute a defect in the Vendors' title, or affect the validity of this Contract.

12.4 The Vendor and the Representatives of the Vendor make no representation or warranty:

1. that the property as offered for sale is identical with that described in the Particulars of Sale;
2. that the improvements are constructed on or inside the boundaries of the land;
3. that any improvements owned by third parties do not encroach onto the land;
4. that any boundary fences or walls are correctly located on the title boundaries of the land;
5. that the property may be used for any particular purpose;

6. that the property complied with any applicable laws, whether Building, Planning or Environmental Law or any requirements of any Government Agency;
7. that the property is habitable;
8. whether any contaminants are present or exist in, on or adjacent to the property;
9. as to the value of the property or any financial return or income derived or to be derived from the property; and
10. as to the condition of the property or their suitability or fitness for any particular purpose.

12.5 The Purchaser buys the Property subject to:

- a. any faults or defects;
- b. any notices or orders disclosed in the Vendor's Statement or otherwise;
- c. all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) including those disclosed in the Vendor's Statement or otherwise;
- d. any restrictions or conditions on their use or development imposed by any Law or Government Agency; and
- e. any applicable Laws.

12.6 The Purchaser inspected and made an independent assessment of the property, Contract, Vendor's Statement and any other agreement, contract, document, correspondence and other information available or provided to the Purchaser or any Representative of the Purchaser and the Purchaser has obtained or had the opportunity to obtain independent legal and financial advice prior to signing this Contract of Sale.

12.7 The Purchaser has no right to make any requisitions or enquiries of the Vendor and the Purchaser must not make any Claim by reason of any matter arising out of or in connection with any part of this Special Condition or require the Vendor to pay all or any part of the cost of making any alterations or require any compensation for any matter arising out of or in connection with any part of this Special Condition.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 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.
- 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.
-

GUARANTEE and INDEMNITY

I/We, of

And , of

being the **Sole Director / Directors** of

of (called the "Guarantors")

IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.

This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

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

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

this day of 2023

SIGNED by the said)	
)	
)	
.....	
Print Name:		Director (Sign)

in the presence of:)	
)	
)	
.....	
Witness:		


Vendor Statement

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

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

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

Land	301 FIFTH AVENUE, EDEN PARK VIC 3757
-------------	--------------------------------------

Vendor's name	Debra Joan Secombe	Date	05/03/2024
Vendor's signature			

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

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$3,500.00

Property not separately rated.

Any further amounts for which the purchaser(s) may become liable as a consequence of the purchase are as set out below:-

- Owners Corporation fees, including fees for any Owners Corporation which was not operative at the Day of Sale but which may become operative after the Day of Sale, and/or any Special Levies struck after the Day of Sale (if applicable);
- Land Tax, if the property has been assessed for Land Tax after this Vendor's Statement has been prepared. The Purchaser will also be responsible for and Land Tax assessed for following years if the property is not exempt as the Purchaser's principal place of residence;
- Annual increases in all rates and outgoings if the Day of Sale falls into the next rating period after this Vendor's Statement was prepared.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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



3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are as follows

Other than those disclosed herein, none to the Vendors' knowledge. The Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. MATERIAL FACT DISCLOSURE

Existing dwelling on land is fire damaged. The Purchaser must make their own enquiries with Council. The property is being sold "as is". The Vendor will not undertake any construction work or obtain any permits. The purchaser further acknowledges that the Vendor makes no representations in regards to the permits or any potential for constructions. The purchaser will, at their sole expense, undertake their own research and enquiries in regards to their ability to build on the property and hereby indemnities the Vendor of any liability in relation to the same.

The swimming pool on the property is not registered and does not comply with the *Building Regulations 2018* (Vic). The purchaser acknowledges that it shall be the purchaser's sole responsibility to comply at the purchaser's cost with the *Building Regulations 2018* (Vic) insofar as they apply to the relevant swimming pool or spa and that no claims, objections or requisitions on or to the vendor may be raised by the purchaser in this regard.

13. DUE DILIGENCE CHECKLIST

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

Is attached

14. ATTACHMENTS

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

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)
(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 08983 FOLIO 233

Security no : 124110168706K
Produced 31/10/2023 01:37 PM

LAND DESCRIPTION

Lot 534 on Plan of Subdivision 002644.
PARENT TITLE Volume 07186 Folio 177
Created by instrument E839754 01/06/1973

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DEBRA JOAN SECOMBE of 295-301 FIFTH AVENUE EDEN PARK VIC 3757
AC471291R 13/11/2003

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC471292P 13/11/2003
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE LP002644 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: 301 FIFTH AVENUE EDEN PARK VIC 3757

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 22/10/2016

DOCUMENT END

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Document Identification	LP002644
Number of Pages (excluding this cover sheet)	7
Document Assembled	28/11/2023 13:18

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LP 26444
 EDITION 5
 PLAN MAY BE LODGED 24/4/89

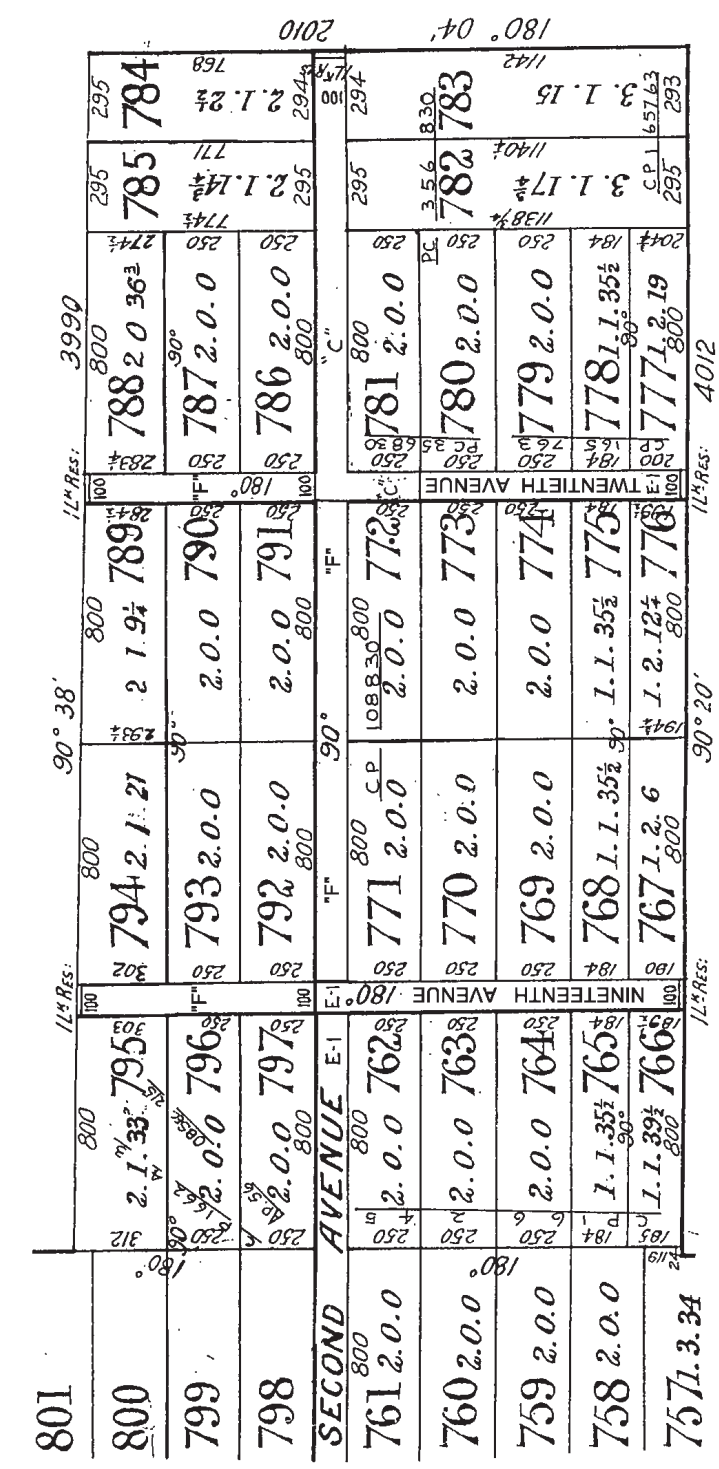
PLAN OF SUBDIVISION OF
 PART OF CROWN PORTIONS 1 AND 2 SEC 8
 AND 2 OF SEC 1
 PARISH OF TOOROURRONG
 COUNTY OF BOURKE
 Measurements are in Links
 Conversion Factor
 LINKS X 0.201168 = METRES
 VOL.2173 FOL.533

COLOUR CODE
 E-1 = BROWN

ROADS COLOURED BROWN

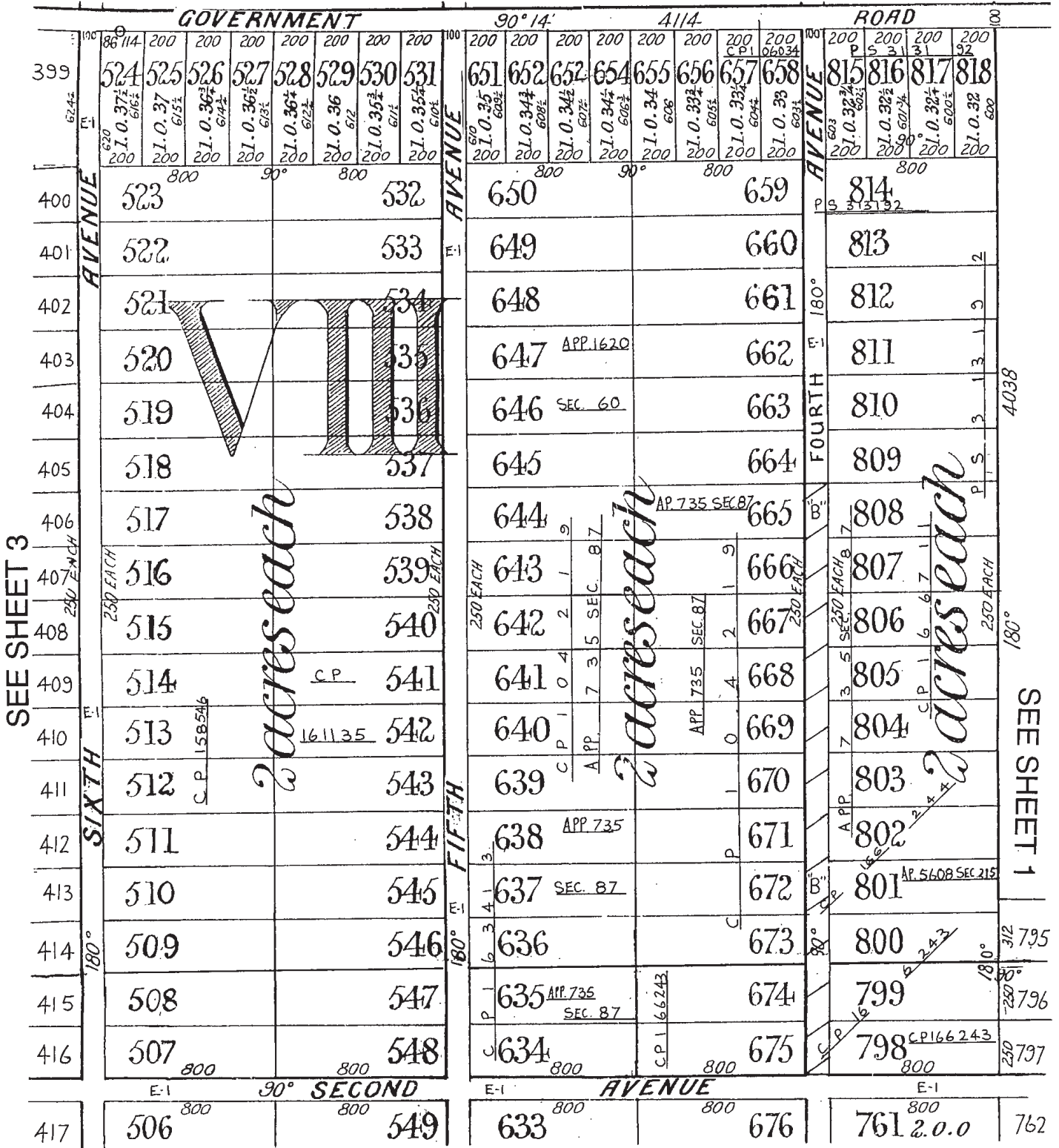
LIST OF MODIFICATIONS		
LAND	MODIFICATION	DEALING No:
"A"	ROAD DISCONTINUED	LGD 7012
"B"	ROAD DISCONTINUED	LGD 5351
"C"	ROAD CLOSED	LGD 7609

SEE SHEET 2



6 SHEETS
 SHEET 1

LP 2644



SEE SHEET 3

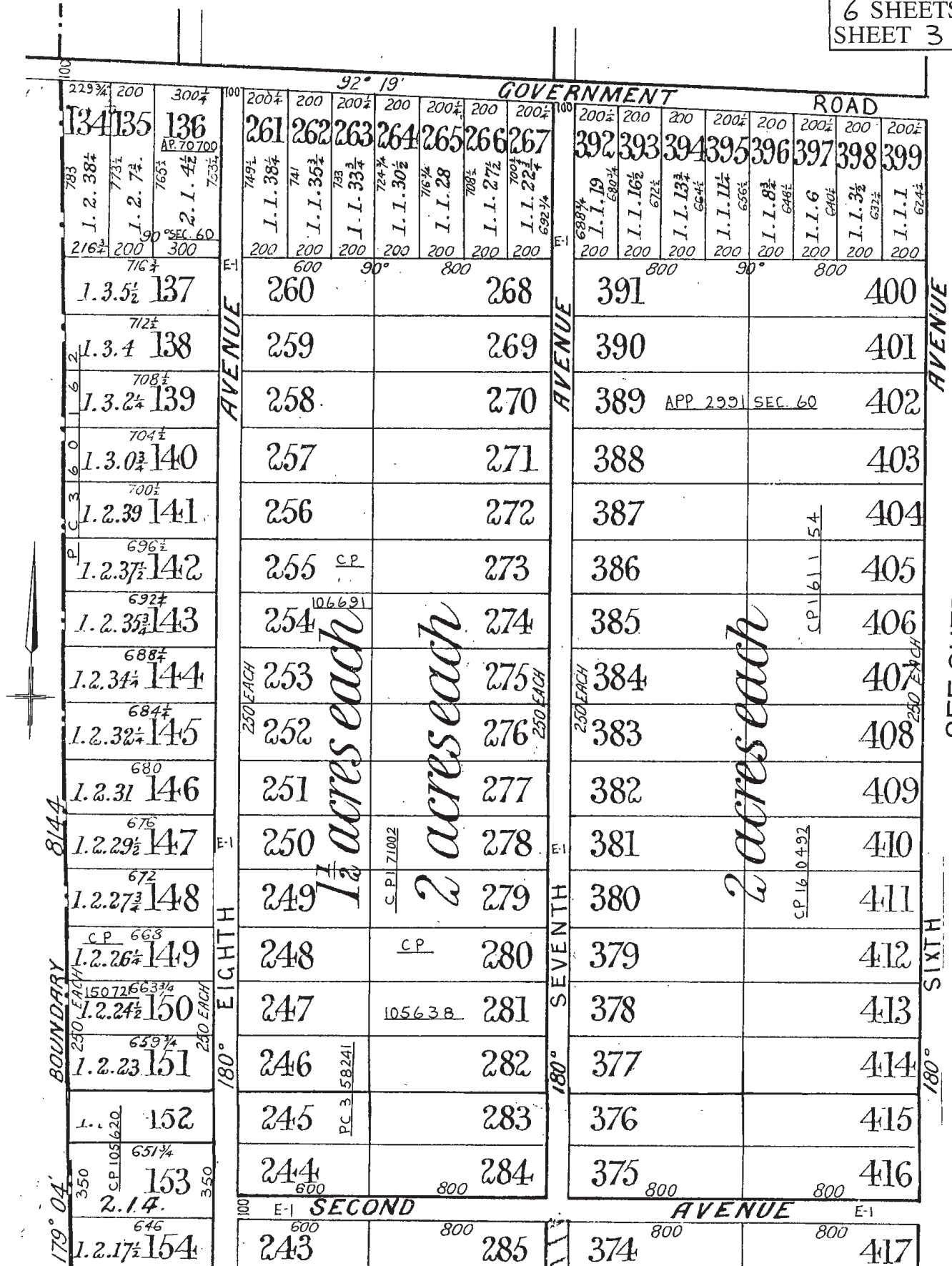
SEE SHEET 1

SEE SHEET 5

6 SHEETS
SHEET 2

LP 2644

6 SHEETS
SHEET 3

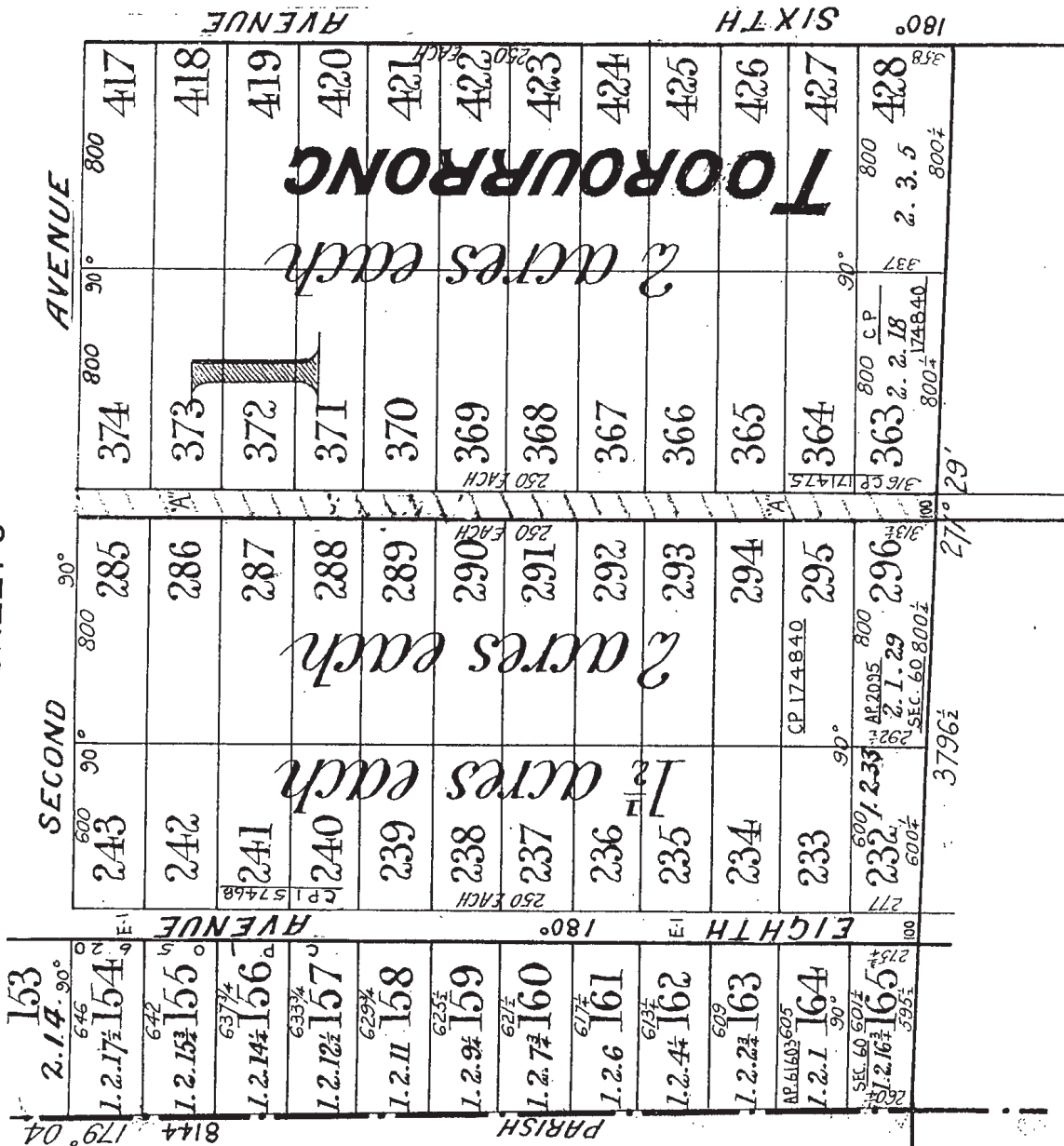


SEE SHEET 4

SEE SHEET 2

LP 2644

SEE SHEET 3



SEE SHEET 5

6 SHEETS
SHEET 4

SEE SHEET 2

6 SHEETS
SHEET 5

LP 2644

90° SECOND

AVENUE

417	506	800 AP.2454 SEC.60	800	549	633	800	800	676	761	800 AP.735 SEC.87	762
418	505			550	632			677	760	2.0.0	763
419	504			551	631	APP.1364 SEC.60		678	759	2.0.0	764
420	503			552	630			679	758	2.0.0	765
421	502			553	629			680	757	1.3.34	766
422	501			554	628	APP.1364 SEC.60		681	756	1.3.29½	
423	500			555	627			682	755	1.3.28½	
424	499			556	626			683	754	1.3.27½	
425	498			557	625			684	753	1.3.27	
426	497			558	624			685	752	1.3.26	
427	496			559	623			686	751	1.3.25½	
428	495			560	1600				750	1.3.24½	
	494			561	1600				749	1.3.23¾	
	493			562	1600				748	1.3.23	
	492			563	1600				747	1.3.23½	
	491			564	1600				746	1.3.24	
	490			565	1600				745	1.3.24½	
	489			566	1600				744	1.3.25½	
	488			567	1600				743	1.3.26	
	487			568	1600				742	1.3.26½	
	486			569	1600				741	1.3.27	
	485			570	1600				740	1.3.27½	
	484			571	1600				739	1.3.28	
	483			572	1600				738	1.3.28½	

2 acres each

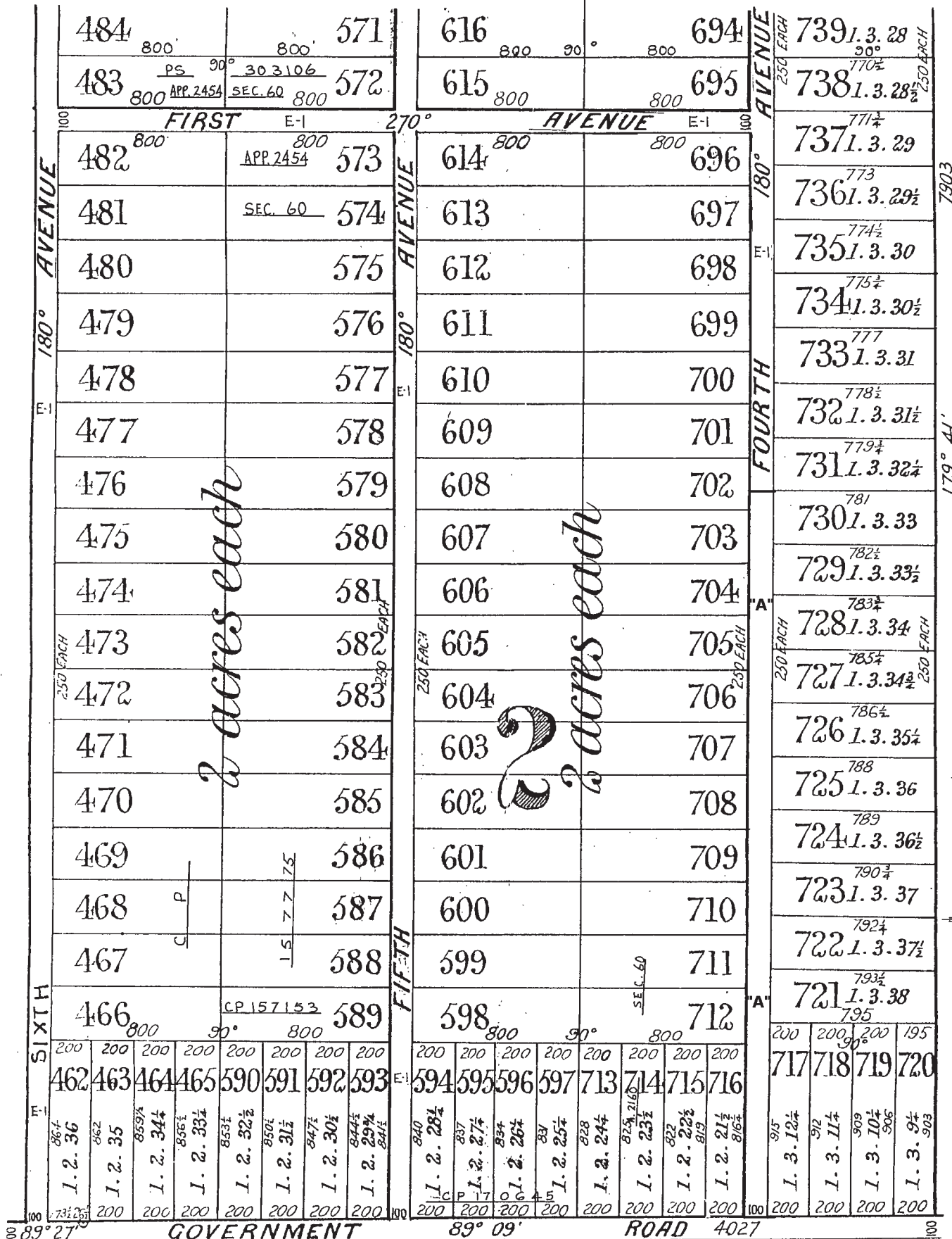
2 acres each



SEE SHEET 6

LP 2644

SEE SHEET 5



6 SHEETS
SHEET 6

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

985317

APPLICANT'S NAME & ADDRESS

MOUNTAIN RANGES CONVEYANCING C/- TRICONVEY2
(RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

SECOMBE, DEBRA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

414017

This certificate is issued for:

LOT 534 PLAN LP2644 ALSO KNOWN AS 301 FIFTH AVENUE EDEN PARK
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 GREEN WEDGE ZONE
- is within a RESTRUCTURE OVERLAY - SCHEDULE 1
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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/>

28 November 2023

Sonya Kilkenny
Minister for Planning

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.

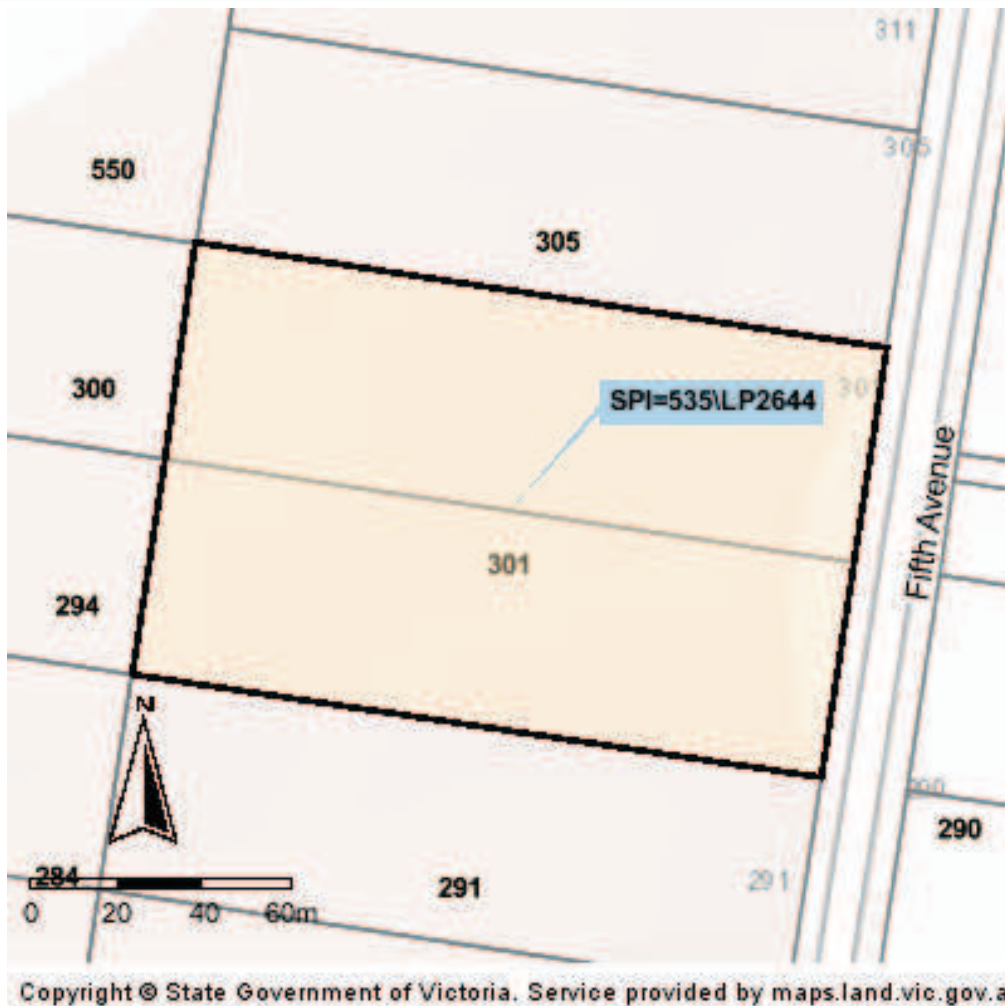
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

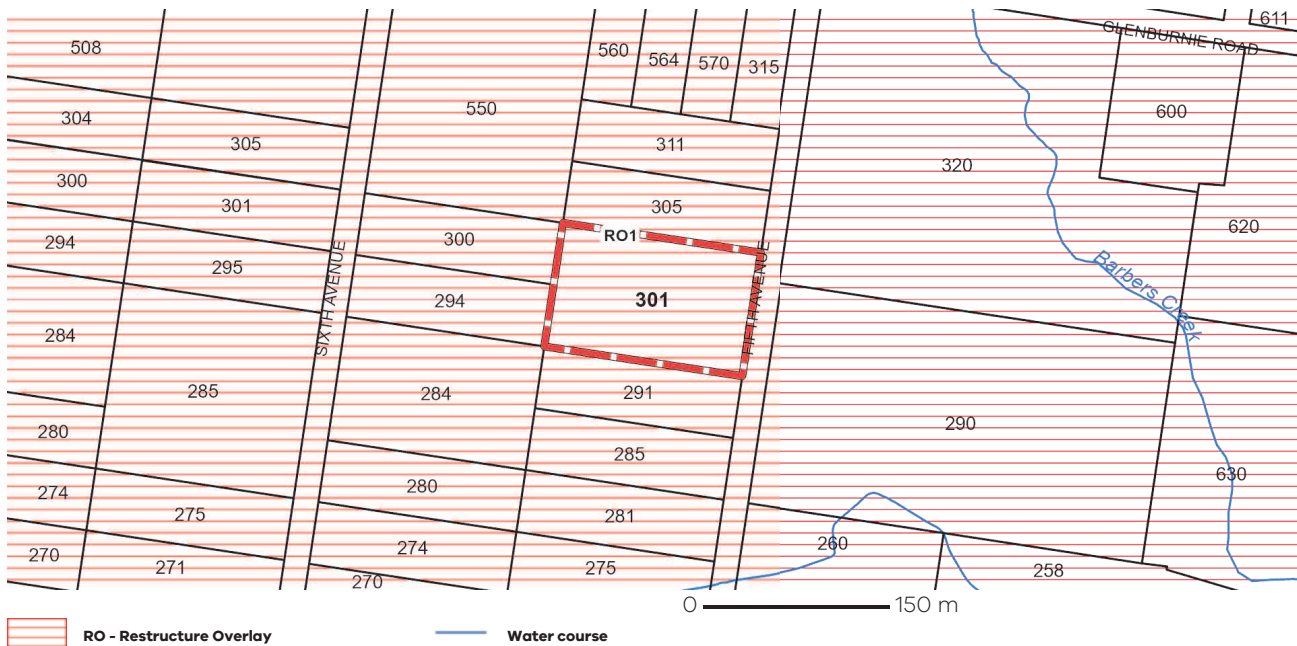
Privacy Statement

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

Planning Overlay

RESTRUCTURE OVERLAY (RO)

RESTRUCTURE OVERLAY - SCHEDULE 1 (RO1)



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

Further Planning Information

Planning scheme data last updated on 16 November 2023.

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

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

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

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

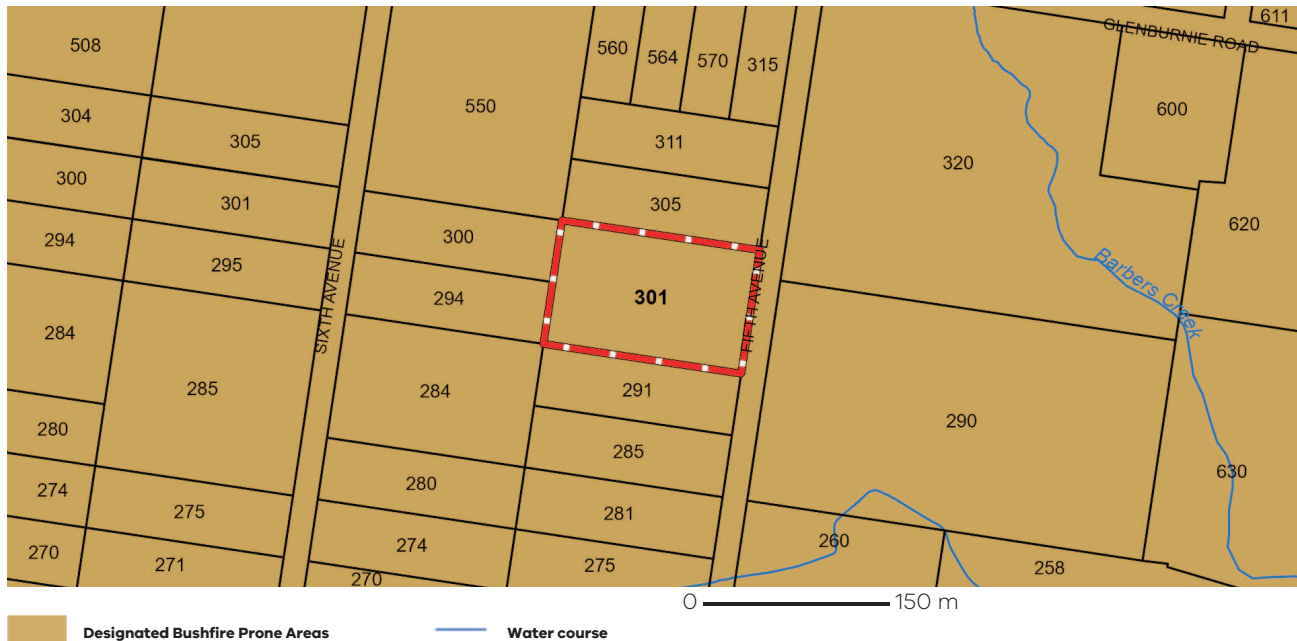
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

28th November 2023

Mountain Ranges Conveyancing C/- Triconvey2 (Resel
LANDATA

Dear Mountain Ranges Conveyancing C/- Triconvey2 (Resel,

RE: Application for Water Information Statement

Property Address:	301 FIFTH AVENUE EDEN PARK 3757
Applicant	Mountain Ranges Conveyancing C/- Triconvey2 (Resel LANDATA
Information Statement	30812341
Conveyancing Account Number	7959580000
Your Reference	414017

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 enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	301 FIFTH AVENUE EDEN PARK 3757
------------------	---------------------------------

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	301 FIFTH AVENUE EDEN PARK 3757
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STATEMENT UNDER SECTION 158 WATER ACT 1989

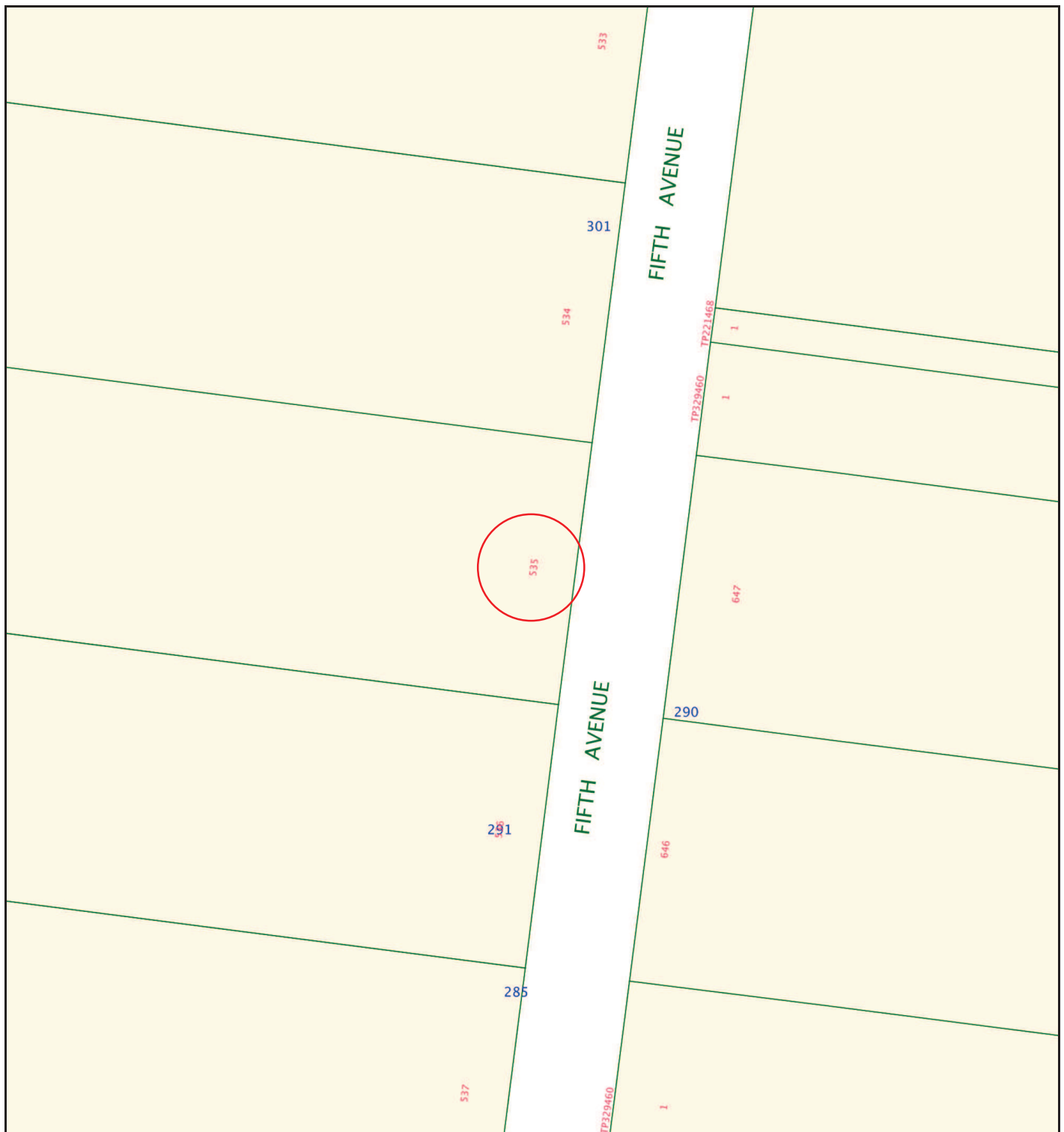
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30812341**

Address	301 FIFTH AVENUE EDEN PARK 3757	
Date	28/11/2023	
Scale	1:1000	



Yarra Valley Water
ABN 93 066 902 501

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Mountain Ranges Conveyancing C/- Triconvey2 (Resel)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7495450000
Rate Certificate No: 30812341

Date of Issue: 28/11/2023
Your Ref: 414017

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
301 FIFTH AVE, EDEN PARK VIC 3757	535\LP2644	1242517	Residential

Agreement Type	Period	Charges	Outstanding
Drainage Fee	01-10-2023 to 31-12-2023	\$16.31	\$16.31
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$46.17
	Total for This Property		\$62.48

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 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 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 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 01/07/2023, Residential Recycled Water Usage is billed 188.71 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.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

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: 1242517

Address: 301 FIFTH AVE, EDEN PARK VIC 3757

Water Information Statement Number: 30812341

HOW TO PAY



Bill Code: 314567
Ref: 74954500008

Amount
Paid

Date
Paid

Receipt
Number

Terms and Conditions apply

\$30



D J Secombe
301 Fifth Avenue
EDEN PARK VIC 3757



025
1023717
R6_14611

Issue Date 25/08/2023

Assessment Number
0527770

For emailed notices register at
whittlesea.enotices.com.au
Reference No: DC64059DCA

Property Details 301 Fifth Avenue EDEN PARK VIC 3757

LOT 534-535 LP 2644

Owner : D J Secombe

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$775,000	\$975,000	\$48,750

Level of value date 01/01/2023 Valuation operative date 01/07/2023

AVPCC 117 Residential Rural/Rural Lifestyle

Rates and Charges

Balance Brought Forward \$26,404.04

Council Charges

General rate 48,750 x 0.04724460 \$2,303.17

State Government Charges

Fire services charge (Res) 1 x 125.00 \$125.00

Fire services levy (Res) 975,000 x 0.00004600 \$44.85

Waste Landfill Levy General 1 x 0.00004600 \$13.90

Total \$28,890.96

INSTALMENT 1

* \$27,027.96
Due By 30/09/2023

INSTALMENT 2

\$621.00
Due By 30/11/2023

INSTALMENT 3

\$621.00
Due By 28/02/2024

INSTALMENT 4

\$621.00
Due By 31/05/2024

***If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

LUMP SUM

\$28,890.96
Due By 15/02/2024



Payments received after 15 August 2023 may not be included on this notice

Scan here to pay



Where to pay

www.whittlesea.vic.gov.au



Billers Code: 5157

Ref: 0527770



Billpay Code: 0350

Ref: 5277706

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au
Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.



Phone 1300 301 185



Council Offices

Hours - 8.30am to 5.00 pm Mon. to Fri.
(except public holidays).



*350 5277706



*350 5277706

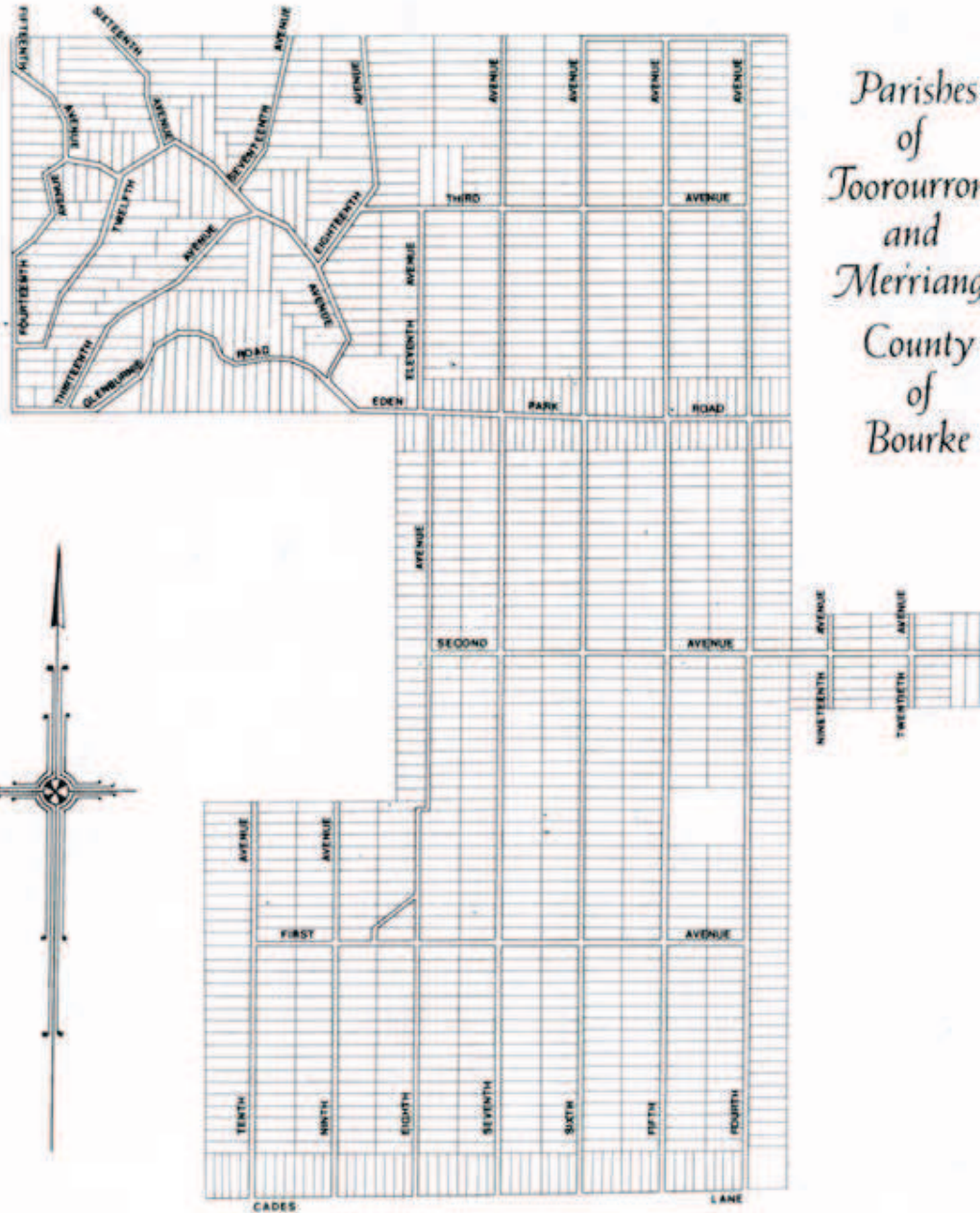


Green Waste

Food & Rubble Waste

Brick & Rubble Waste

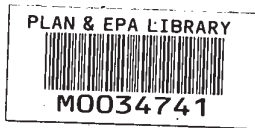
EDEN PARK



Report and Restructuring Proposal

711.
4099
451
WHI:E

Prepared by the Eden Park Working Committee
for the Minister for Planning



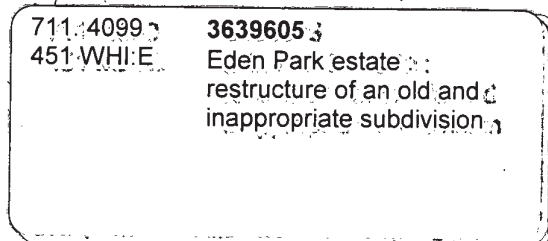
EDEN PARK ESTATE -
RESTRUCTURE OF AN OLD
AND INAPPROPRIATE SUBDIVISION



Prepared by

The Eden Park Working Committee
for the Minister for Planning

August 1980.



EDEN PARK ESTATECONTENTS

RECOMMENDATIONS

Section 1 - INTRODUCTION

Location	1.01
Eden Park Working Committee	1.03

Section 2 - THE HISTORY OF THE EDEN PARK ESTATE

The Creation of the Subdivision	2.01
The Sale of Allotments	2.05
Ownership Details	2.11
Existing Houses	2.14
Roads	2.17
Provision of Services	2.18
Social and Community Facilities	2.19

Section 3 - PLANNING POLICIES AND CONTROLS

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Controls prior to 30 December 1978	3.05
Council IDO 1966	3.06
MMBW IDO's 1968 & 1971	3.07
Minister's Dispensation	3.08
Town Planning Appeals Tribunal	3.09
Present Planning Controls	3.10
Conservation 'A' Zone	3.12
Corridor 'A' Zone	3.13
The Implications of Existing Controls	3.15

Section 4 - COMMUNITY NEEDS

Household Attitude Survey	4.01
Water Storage	4.03
Community Facilities	4.06

Section 5 - ASSESSMENT OF PHYSICAL & AESTHETIC RESOURCES

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Drainage	5.04
Flooding	5.08
Erosion	5.09
Pollution Considerations	5.16
Suggestions for on Site Disposal of Waste-Water	5.21
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Landforms	5.30
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Implications for Future Development	5.54

Section 6 - EXAMINATION OF THE DEVELOPMENT OPTIONS

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Option I	6.04
Option II	6.05
Option III	6.06
Evaluation of Options	6.07
- Development by Restructure Plan 1B (Option 1)	6.08
- Development according to the existing MMBW Planning Control (Option II)	6.09
- Development by re-subdivision (Option III)	6.10
Recommendation	6.11

APPENDICES

1	Soil Conservation Authority Comments
2	Soil Conservation Authority advice to owners.
3	Environment Protection Authority of Victoria comments.

PLATES	PARAGRAPH (IMD. FOLL.)	PLATES	PARAGRAPH (IMD. FOLL.)
1	1.01	11	5.12
2	1.01	12	5.12
3	2.17	13	5.12
4	2.17	14	5.12
5	5.07	15	5.12
6	5.11	16	5.12
7	5.11	17	5.14
8	5.11	18	5.14
9	5.11	19	5.15
10	5.11	20	5.15

PLANS

1A	Recommendations	6	2.21
1B	Recommendations	7	3.12
2	1.01	8	5.07
3	2.06	9	5.40
4	2.06	10	5.49
5	2.15	Option II	6.06
		Option III	6.06

FIGURES

1	2.15
2	3.12
3	3.16

TABLES

1	Recommendations
2	5.40
3	6.07
4	6.07
5	6.07
6	6.07

A STUDY FOR THE RESTRUCTURING OF THE EDEN PARK ESTATE

RECOMMENDATIONS:

1 It is proposed to restructure the Eden Park Estate as shown on Plan 1B of this report. This will allow a total of 403 houses (352 within the Existing Corridor 'A' Zone) on the 'estate' which at present has 1,297 lots mostly 0.8 ha. (2 acres) in area. At an occupancy rate of 2.5 persons per dwelling, the population of the restructured estate could be expected to reach 1,000 persons.

2 Development of the existing subdivision without expensive water supply, drainage and sewerage systems would be incompatible with the capability of the land to accommodate such development over the long term. The existing lots are too small having regard to the low capability of the soil to absorb household effluents, its high susceptibility to erosion, the steepness of the land and the hazard of flooding in parts of the estate.

3 Restructure Plan 1B is a means of reducing the potential damage to the environment by the above factors while providing a solution to every lot owner on the estate. The scattered pattern of the existing development and the varying capability of the soil as well as the location of wide gullies and areas of flooding, dictate variations in the number of original lots proposed to be consolidated to form a new restructure lot. Under the proposal existing house owners and owners of land for which permits are current will not be required to obtain additional lots.

4 A schedule of land ownership from Council rate records is contained in Table 1 of this report for each of the 403 restructure lots. Of these, a detached house exists on 175 of these lots and a current permit exists for a further 55 lots.

5 Only one planning permit for a detached dwelling will be issued for each restructure lot. Many restructure lots consist of lots owned by different people, some of these may wish to buy out their neighbours while others may desire to sell their land. Other restructure lots are at present in common ownership making consolidation easier.

6 The restructure plan involves a road hierarchy in which the main collector roads are as much as possible located on hill crests. This should reduce the deterioration of the roads and combined with regular grading the roads are expected to cope with the eventual increase in traffic. The sealing of the roads is therefore not recommended at this stage.

7 After the exhibition period, and subject to any changes which may be made, the following assistance for owners of lots requiring consolidation jointly with other owners will be available:

- (i) Preparation of legal agreements between owners who wish to sell their restructure lot jointly,
- (ii) Necessary re-surveying of restructure lots,
- (iii) Preparation of a Plan of Consolidation,
- (iv) Sealing of the Plan of Consolidation
- (v) The issue of a planning permit for a detached dwelling.

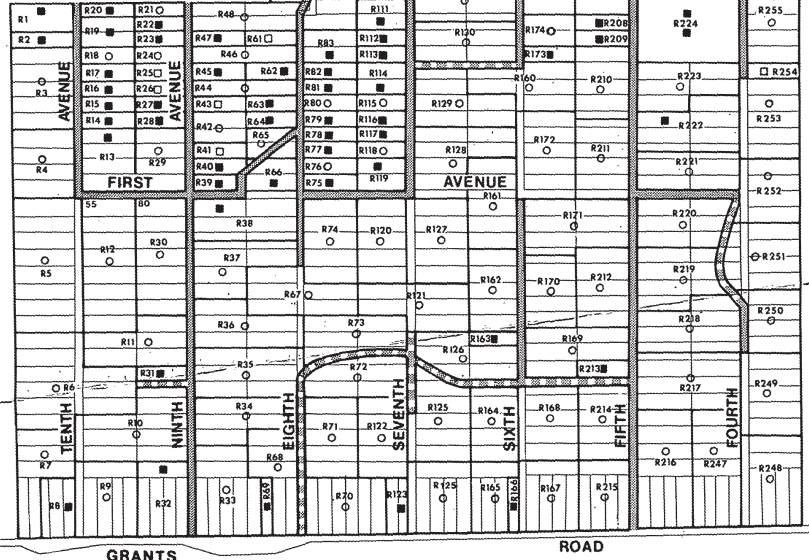
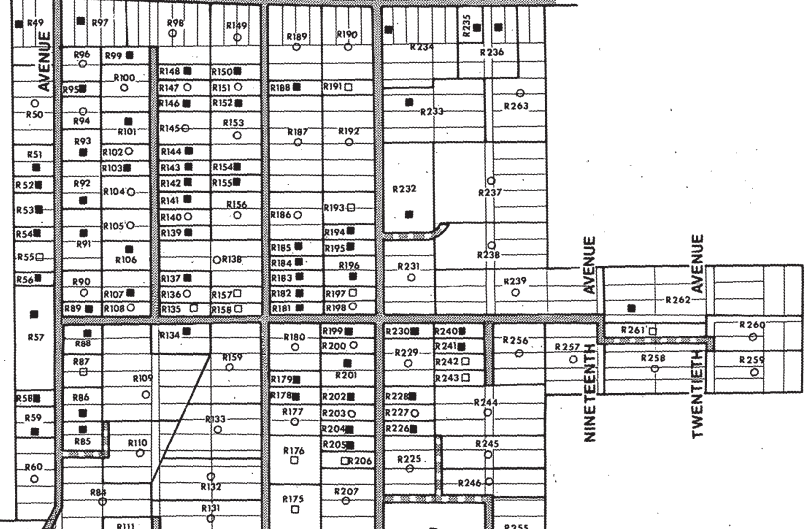
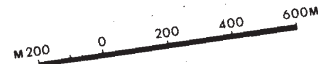
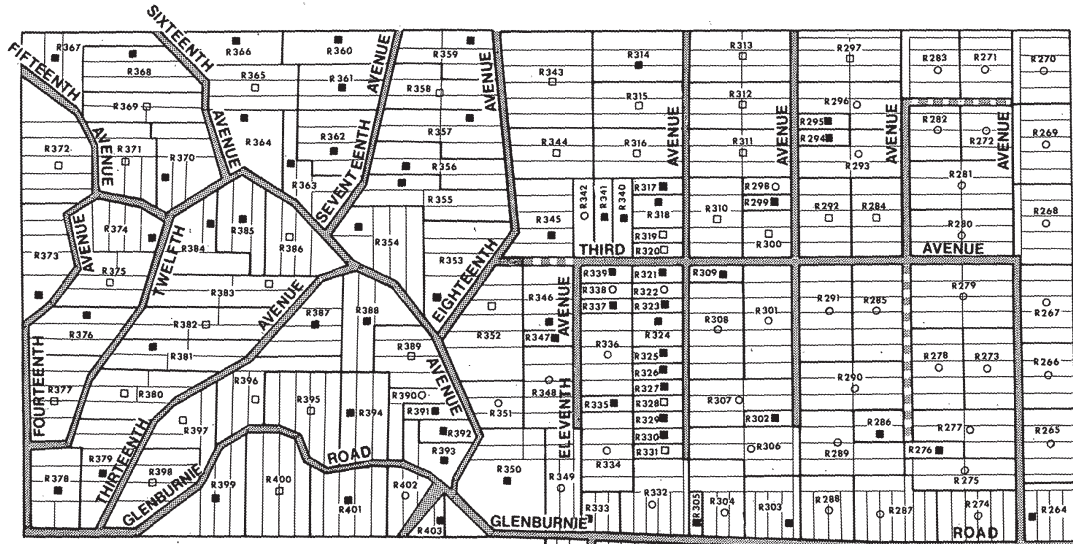
Owners of land comprising a restructure lot who wish to sell can make their own selling arrangements at any time or wait until assistance is available to list the restructure lot for sale with local real estate agents. If sold through an agent, the standard selling commission as fixed by the Real Estate and Stock Institute will be deducted by the agent before distribution of the balance to the vendors.



- Legend**
- Proposed detached house on restructured lot
 - Existing detached house
 - Current permit for detached house
 - Proposed road
 - Roads to be retained (constructed and non-constructed)
- NOTE :** Location of houses existing proposed is diagrammatic

**EDEN PARK : PROPOSED RESTRUCTURE
SHOWING EXISTING LOT NUMBERS**

Plan



Legend

- Proposed detached house on restructured lot
- Existing detached house
- Current permit for detached house
- Proposed road
- Roads to be retained (constructed and non-constructed)

NOTE : Location of houses existing proposed is diagrammatic

EDEN PARK : PROPOSED RESTRUCTURE SHOWING PROPOSED LOT NUMBERS

Plan 1

TABLE 1 - SCHEDULE OF LAND OWNERSHIP FOR THE RESTRUCTURED LOTS
To be read in conjunction with Plans 1a and 1b

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R1	1/2 10th Ave	G H SHALLARD	Lot 1 Tenth Ave., EDEN PARK
R2	3 10th Ave	M E CAVANAGH	Lot 3 Tenth Ave., EDEN PARK
R3	4 10th Ave	A C CAVANAGH, R E CAVANAGH & G H SHALLARD	Lot 1 Tenth Ave., EDEN PARK
	5/6 10th Ave	A C CAVANAGH	Midland Highway Junction, JEERALANG
	7/8 10th Ave	R E CAVANAGH	Lot 3 Tenth Ave., EDEN PARK
R4	9/12 10th Ave	J H FLETCHER	"Highview" Tenth Ave., EDEN PARK
R5	13/20 10th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
R6	21/26 10th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
	44/45 10th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
	43 10th Ave	M N MCGILVRAY	"The Oaks" Grants Rd., EDEN PARK
R7	27/29 10th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
	30 Grants Rd	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
	31 Grants Rd	NORVEST PTY LTD	29 Montalto Ave., TOORAK
R8	32/34 Grants Rd	P E CAJRN	Lots 32/34 Grants Rd., EDEN PARK
R9	35/38 Grants Rd	M N MCGILVRAY	"The Oaks" Grants Rd., EDEN PARK
	39 10th Ave	M N MCGILVRAY	"The Oaks" Grants Rd., EDEN PARK
	40/42 10th Ave	M N MCGILVRAY	"The Oaks" Grants Rd., EDEN PARK
R10	92/95 9th Ave	M N MCGILVRAY	"The Oaks" Grants Rd., EDEN PARK
	91 9th Ave	G D GUMLEY	Lot 11 Old Sydney Rd., WALLAN
	87/89 9th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
R11	47/45 10th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
	55 10th Ave	T W MURPHY	Whitfield Rd., DOCKER
R12	54/48 10th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
R13	56/59 10th Ave	J H FLETCHER	"Highview" Tenth Ave., EDEN PARK
R14	60 10th Ave	P J McDONALD	Lot 60 Tenth Ave., EDEN PARK
R15	61 10th Ave	C MacKENZIE	7 Michael St., NORTH FITZROY
R16	62 10th Ave	J W BOURKE	Lot 62 Tenth Ave., EDEN PARK
R17	63 10th Ave	A J MILLER	Lot 63 Tenth Ave., EDEN PARK
R18	64 10th Ave	T & C BELLIDIS	7 Talbot Ave., THOMASTOWN
R19	65/66 10th Ave	W L KROG	Lot 66 Tenth Ave., EDEN PARK
R20	67 10th Ave	B A MacKENZIE	Lot 67 Tenth Ave., EDEN PARK
R21	68 9th Ave	R J WORTH	Flat 9 148 Princess St., KEW
R22	69 9th Ave	P R FACKLER & F O THOMSON	25 Ortolon Ave., BROADMEADOWS
R23	70 9th Ave	R J TANCREDI	Lot 70 Ninth Ave., EDEN PARK
R24	71 9th Ave	R M SMITH	23 Koolplaza Cres., TIMI N.T.
R25	72 9th Ave	R A SELICK	3 Nicholle St., MACLEOD
R26	73 9th Ave	J L COVAN	109 The Boulevard, THOMASTOWN
R27	74 9th Ave	G J S BRUNTON	Lot 74 Ninth Ave., EDEN PARK

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R28	75 9th Ave	N S BRUNTON	Ninth Ave., EDEN PARK
R29	76 9th Ave	B J P BUNCLE	22 Elder St., WATSONIA
	77 9th Ave	F KERIN	34 Williamstown St., HOLDER ACT
	78 9th Ave	G H FRISKIN	3 Leonard St., HEIDELBERG WEST
	79 9th Ave	A SOLOMIDIS	16 Jackman St., PRESTON EAST
R30	80/86 9th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
R31	90 9th Ave	G B CUMMINS	Lot 90 Ninth Ave., EDEN PARK
	96 9th Ave	M N MCGILVRAY	"The Oaks" Grants Road., EDEN PARK
R32	97/100 Grants Rd	M N MCGILVRAY	"The Oaks" Grants Road., EDEN PARK
R33	103/104 & 193 Grants Rd	S PAPALED	Lot 196 Grants Rd., EDEN PARK
	105/106 9th Ave	S PAPALED	Lot 196 Grants Rd., EDEN PARK
	101/102 Grants Rd	M N MCGILVRAY	Grants Rd., EDEN PARK
R34	107/109 9th Ave	S PAPALED	Lot 196 Grants Rd., EDEN PARK
	190/191 8th Ave	S PAPALED	Lot 196 Grants Rd., EDEN PARK
R35	112 9th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
	107/188 8th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
	111 9th Ave	T W MURPHY	Whitfield Rd., DOCKER
	110 9th Ave	S PAPALED	Lot 196 Grants Rd., EDEN PARK
	189 8th Ave	S PAPALED	Lot 196 Grants Rd., EDEN PARK
R36	113/115 9th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
	185/186 8th Ave	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
R37	180/181 8th Ave	T W MURPHY	Whitfield Rd., DOCKER
	119/118 9th Ave	T W MURPHY	Whitfield Rd., DOCKER
	116/117	A.S.L.	Car Victoria & Bathdowne Sts., CARLTON
R38	119 9th Ave	T W MURPHY	Whitfield Rd., DOCKER
	120/121 9th Ave	T W MURPHY	Whitfield Rd., DOCKER
	180 8th Ave	T W MURPHY	Whitfield Rd., DOCKER
	178/179 8th Ave	T W MURPHY	Whitfield Rd., DOCKER
R39	122 9th Ave	R J & A M DEGG	137 Lincoln Rd., ESSENDON
R40	123 9th Ave	R J PHILLIPS	Lot 123 Ninth Ave., EDEN PARK
R41	124 9th Ave	P L MONTAGNA	28 Pinlayson St., ROSANNA
R42	125 9th Ave	A C LUNEMAN	Flat 4/4 Clyde St., KEW
	126 9th Ave	D DRAPAC & L SCHWARZDE	8 Alisa Gve., IVANHOE 16 Winpole Cres., WEST HEIDELBERG
R43	127 9th Ave	H W STEELE	1 Kalara Close, THOMASTOWN
R44	128 9th Ave	R ESPOSITO	155 Anderson Rd., FAWNER
	171 8th Ave	S LUCAS	13 O'Briene Lane, TENDLESTONE
R45	129 9th Ave	R W ANDREWS	Lot 129 Ninth Ave., EDEN PARK
R46	130 9th Ave	S H HICKS	17 Dryanda Ave., EPPING
	169 8th Ave	W A HICKS	17 Dryanda Ave., EPPING
R47	131 9th Ave	G J & S A CHAPMAN	Lot 131 Ninth Ave., EDEN PARK
R48	132 9th Ave	P D HOLDEN & H F OUSLEY	3 Golders St., HEIDELBERG
	133 9th Ave	Estate of M E HAIR	Trustees Exec, 401 Collins St., MELBOURNE
	166 8th Ave	H E WASTLEND	33 Vintor Ave., CROYDON
	167 8th Ave	C C SHARPLES	Bumevale Rd., WHITTLESIA

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R49	134/136 Glenburnie Rd	D M TOSIN	Lot 134 Glenburnie Rd., EDEN PARK
	137 8th Ave	D M TOSIN	Lot 134 Glenburnie Rd., EDEN PARK
R50	138/142 8th Ave	D M TOSIN	Lot 134 Glenburnie Rd., EDEN PARK
R51	143/144 8th Ave	J A TOLLEY	Lot 144 Eighth Ave., EDEN PARK
R52	145 8th Ave	A WEILAND	Lot 145 Eighth Ave., EDEN PARK
R53	146/147 8th Ave	J F SCOTT	Lot 147 Eighth Ave., EDEN PARK
R54	148 8th Ave	A C KINGSTON	Lot 148 Eighth Ave., EDEN PARK
R55	149/150 8th Ave	F W POINTER	Lot 150 Eighth Ave., EDEN PARK
R56	151 8th Ave	R L MEYER	Lot 151 Eighth Ave., EDEN PARK
R57	152/157 8th Ave	S MOSS	Lot 153 Eighth Ave., EDEN PARK
R58	158 8th Ave	J L HAMEZ	Lot 158 Eighth Ave., EDEN PARK
R59	159/160 8th Ave	R HAYSON	Lot 160 Eighth Ave., EDEN PARK
R60	161/165 8th Ave	G R MARTIN	184 St Georges Rd., NORTHCOOTE
	164/165 8th Ave	V COLOSIMO	2A Erue St., BOX HILL NORTH
R61	168 8th Ave	T ANDRUS	24 Munro St., MACLEOD
R62	170 8th Ave	B KIRBY	'Selkirk Park' Donnybrook Rd., YAN YEAN
R63	172 8th Ave	G HOUTZAGER	Lot 172 Eighth Ave., EDEN PARK
R64	173 8th Ave	M W DAVIS & BDDY	Lot 173 Eighth Ave., EDEN PARK
R65	174/175 8th Ave	Estate of J W CHAPMAN	P/T Office 168 Exhibition St., MELBOURNE
R66	176/177 8th Ave	T G SULLIVAN	Lot 177 Eighth Ave., EDEN PARK
R67	182/184 8th Ave	A.S.L.	Cnr Victoria & Rathdowne Sts., CARLTON
	213/214 8th Ave	A.S.L.	Cnr Victoria & Rathdowne Sts., CARLTON
R68	197/198 Grants Rd	S PAPALED	Lot 196 Grants Road., EDEN PARK
	192/194 8th Ave	S PAPALED	Lot 196 Grants Road., EDEN PARK
R69	196 Grants Rd	S PAPALED	Lot 196 Grants Road., EDEN PARK
R70	199 Grants Rd	A D'ALEO	43 Dickens St., LALOR
	200 Grants Rd	P F HOOPER	Lot 200 Grants Rd., EDEN PARK
	201/202 Grants Rd	V P CELLIANTE	208 Little Collins St., MELBOURNE
	326/327 Grants Rd	V P CELLIANTE	208 Little Collins St., MELBOURNE
R71	203 8th Ave	J P PAMPAKAS	1 Allawha Crt., VERMONT SOUTH
	204 8th Ave	J R COLE	22 McGuire Ave., SUNBURY
	205 8th Ave	G PETRIDES	1 Partridge St., LALOR
	206 8th Ave	P HERMEC	4 Mora St., CROYDON
	207 8th Ave	M A & P A O'HEHIR	3 Long View Pde., MACLEOD WEST
R72	210 8th Ave	A.S.L.	Cnr Victoria & Rathdowne Sts., CARLTON
	318 7th Ave	A.S.L.	Cnr Victoria & Rathdowne Sts., CARLTON
	309 8th Ave	L ARBOTT	13 Fleetwood Crt., FRANKSTON
	208 8th Ave	B KAMTAR	8 Porcest St., NEWPORT
	319/220 7th Ave	V P CELLIANTE	208 Little Lonsdale St., MELBOURNE
R73	210 8th Ave	A.S.L.	Cnr Victoria & Rathdowne Sts., CARLTON
	211/212 8th Ave	A.S.L.	Cnr Victoria & Rathdowne Sts., CARLTON

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
	316/317 7th Ave	A.S.L.	Cnr Victoria & Rathdowne Sts., CARLTON
	318 7th Ave	A.S.L.	Cnr Victoria & Rathdowne Sts., CARLTON
R74	217/219 8th Ave	T W MURPHY	Whitfield Rd., DOCKER
	215 8th Ave	T W MURPHY	Whitfield Rd., DOCKER
	216 8th Ave	A.S.L.	Cnr Victoria & Rathdowne Sts., CARLTON
R75	220 8th Ave	C MILSE	Derawick Way, MALLAN MALLAN
R76	221 8th Ave	M V BEVITT	1 River St., GREENSBOROUGH
R77	222 8th Ave	W R C SZATERS	44 Lee Anne Crt., BUNDOORA
R78	223 8th Ave	A S RUTLEY	Lot 223 Eighth Ave., EDEN PARK
R79	224 8th Ave	J SUTTON	Lot 224 Eighth Ave., EDEN PARK
R80	225 8th Ave	C J GRAY	77 Crookston Rd., RESERVOIR
R81	225 8th Ave	B R SPEARMAN	Lot 226 Eighth Ave., EDEN PARK
R82	227 8th Ave	N M AUGUSTUS	626 High St., PRESTON
R83	229/228 8th Ave	R L MOORE	Lot 228 Eighth Ave., EDEN PARK
R84	235/236 7th Ave	V COLOSIMO	2A Erue St., BOX HILL NORTH
	230/231 8th Ave	V COLOSIMO	2A Erue St., BOX HILL NORTH
	232/233 8th Ave	F CONSTANZO	11 Dredge St., RESERVOIR
	234/235 8th Ave	L P NEALE	10 Windsor Cres., BUNDOORA
R85	236/237 8th Ave	R E CLARK	Lot 236 Eighth Ave., EDEN PARK
R86	239 8th Ave	G W PMSH	1532 High St., GLEN IRIS
	238 8th Ave	L KETELAAR	Lot 238 Eighth Ave., EDEN PARK
R87	241/240 8th Ave	R C ANDERSON	96 Bruce St., COBURG
R88	243/242 8th Ave	W A LONDON	Lot 243 Eighth Ave., EDEN PARK
R89	244 8th Ave	R R GRAHAM	Lot 244 Eighth Ave., EDEN PARK
R90	245 8th Ave	G S MCALIECE	8 Eastern St., CRAIGIEBURN
	246 8th Ave	K B VENETIANS	956 High St., RESERVOIR
R91	247/250 8th Ave	F W & J V JARRETT	Lot 249 Eighth Ave., EDEN PARK
R92	251/253 8th Ave	V SAVOLA	11 Anderson St., LALOR
R93	254/255 8th Ave	R L MILES	Lot 254 Eighth Ave., EDEN PARK
R94	256/257 8th Ave	G M POINTER	Lot 244 Eighth Ave., EDEN PARK
R95	258 8th Ave	A L PORTER	Lot 258 Eighth Ave., EDEN PARK
R96	259 8th Ave	EDEN PARK PROGRESS ASSOC	PO Box 91, WHITTLESEA
	260 8th Ave	C DEGUARA	24 Bruce St., LALOR
R97	261/265 Glenburnie Rd	J L GOOD	Lot 261 Glenburnie Rd., EDEN PARK
R98	391 7th Ave	F J ROME	516th Ave., EDEN PARK
	392/395 Glenburnie Rd	F J ROME	516th Ave., EDEN PARK
	266/267 Glenburnie Rd	J A B TARN & F KIRBY	23 Bradshaw St., KINGSBURY
R99	268 7th Ave	J A MOLE	Lot 268 Seventh Ave., EDEN PARK
R100	269 7th Ave	K B VENETIANS	956 High St., RESERVOIR
	270 7th Ave	A STAMBOLIS	76 Winter Crt., RESERVOIR
	271 7th Ave	A R GASCOYNE	Main Rd., SMITH GULLY
R101	272/273 7th Ave	R C HANSFIELD	Lot 272 Seventh Ave., EDEN PARK
R102	274 7th Ave	C MAKRIDIS	76 St Vigeous St., RESERVOIR

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R103	275 7th Ave	R W & J C PAINE	Lot 275 Seventh Ave., EDEN PARK
R104	276/277 7th Ave	V SAVUCA	44 Miller St., CLIFTON HILL
R105	278 7th Ave	D LIBERTONE	126 Dundas St., PRESTON
	279 7th Ave	C SOLDMO	97 Ramsen St., CLIFTON HILL
R106	280/281 7th Ave	P C SELLIANI	Seventh Ave., EDEN PARK
R107	282/283 7th Ave	C V FOWELL	Lot 283 Seventh Ave., EDEN PARK
R108	284 7th Ave	MS P A BANSON	33 Cape St., HEIDELBERG
R109	285/286 7th Ave	A ANDERSON	54 Bellevue Ave., ROSANNA
	287/290 7th Ave	L K HALL	Lot 374 Seventh Ave., EDEN PARK
	369/372 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
R110	291/292 7th Ave	L K HALL	Lot 374 Seventh Ave., EDEN PARK
	293/294 7th Ave	V COLOSIMO	2A Erno St., ^{BOX HILL} MONTALBERT NORTH
	366/367 7th Ave	T W MURPHY	Whitfield Rd., DOCKER
	368 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
R111	298/297 7th Ave	R McVILLY	Lot 298 Seventh Ave., EDEN PARK
R112	299 7th Ave	G T HEWAT	Lot 299 Seventh Ave., EDEN PARK
R113	300 7th Ave	D TANIAKIAS	Lot 300 Seventh Ave., EDEN PARK
R114	302/301 7th Ave	F A HUNNAM	186-Melville Rd., PASCOE VALE SOUTH
R115	303 7th Ave	P A DOWLING	82 Bellevue Ave., ROSANNA
R116	304 7th Ave	A J BANKS	Flat 2/20 Merrick Rd., GREENSBOROUGH
R117	305 7th Ave	P F COLLINGS	Lot 305 Seventh Ave., EDEN PARK
R118	306 7th Ave	P F COLLINS & TEYLINGEN	LOT 305 Seventh Ave., EDEN PARK
R119	308/307 7th Ave	D L WILDMOTT	Lot 307 Seventh Ave., EDEN PARK
R120	309/313	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
R121	314/315 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
	343 7th Ave	K ZARIEGALA	57 Dumbarton St., RESERVOIR
	344 7th Ave	C P KAY	15 Borrie St., RESERVOIR
	345 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
R122	321 7th Ave	V P CELLANTE	208 Little Collins St., MELBOURNE
	322 7th Ave	E RIZIO	11 Frederick St., THOMASTOWN
	323/325 7th Ave	V P CELLANTE	208 Little Collins St., MELBOURNE
R123	328/239 7th Ave	R W CHALMERS	Lot 328 Grants Rd., EDEN PARK
R124	330 Grants Rd	E F JOHNSTONE	270 Cumberland Rd., PASCOE VALE
	331 Grants Rd	C VENEZIA	25 Gertz Ave., EAST RESERVOIR
	334 7th Ave	G VENEZIA & V GIOVINAZZA	25 Gertz Ave., EAST RESERVOIR 153 North Rd., RESERVOIR
	332 Grants Rd	J P C BONDEL	Lot 332 Grants Rd., EDEN PARK
	333 Grants Rd	B L TAYLOR	12 Howitt Dve., LOWER TEMPLESTONE
R125	339/340 7th Ave	V P CELLANTE	208 Little Lonsdale St., MELBOURNE
	338 7th Ave	V P CELLANTE	208 Little Lonsdale St., MELBOURNE

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
	335 7th Ave	G DESANTIS	40 Darebin Dve., THOMASTOWN
	336/337 7th Ave	V P CELLANTE	208 Little Lonsdale St., MELBOURNE
R126	340/341 7th Ave	V P CELLANTE	208 Little Collins St., MELBOURNE
	342 7th Ave	A A GERZINA	34 Harold St., WANTIRNA
	450 6th Ave	K D HART	128eston St., EAST RESERVOIR
	451 6th Ave	V MATISON	Lot 461 Grants Rd., EDEN PARK
R127	346/349 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
	350 7th Ave	T W MURPHY	Whitfield Rd., DOCKER
R128	351/354 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
	437/438 6th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
R129	353/357 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
	358 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
	463/466 6th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
R130	430/432 6th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
	361/359 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
R131	361/363 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
	430/428 6th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
R132	425/427 6th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
	364/365 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
	366 7th Ave	T W MURPHY	Whitfield Rd., DOCKER
R133	366/367 7th Ave	T W MURPHY	Whitfield Rd., DOCKER
	368/369 7th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
	425/422 6th Ave	A.S.L.	Cnr Victoria & Bathdowne Sts., CARLTON
R134	373/374 7th Ave	L K HALL	Lot 374 Seventh Ave., EDEN PARK
R135	375 7th Ave	E E EGERTON	45 Fordham St., HAMPTON PARK
R136	376 7th Ave	F DI LUZIO	Lot 376 Seventh Ave., EDEN PARK
R137	377 7th Ave	R I THOMAS	Lot 377 Seventh Ave., EDEN PARK
R138	378 7th Ave	A BRANCATINI	24 Richardson St., THOMASTOWN
	379 7th Ave	D G KERR	212 Nell St., GREENSBOROUGH
	412 6th Ave	B SCHWINDT	13 Mashroobra St., COBURG
	413 6th Ave	R BRUNI	19 Black St., WATSONIA
	414 6th Ave	A A ADMS	914 Haverley Rd., GLEN WAVERLEY
R139	380 7th Ave	R A HADDRELL	Walout St., WHITTLESEA
R140	381 7th Ave	G J GRIFFIN	Lot 87 Harold St., WANTIRNA
R141	382 7th Ave	S I MURPHY	Lot 382 Seventh Ave., EDEN PARK
R142	383 7th Ave	B J WHITE	Lot 383 Seventh Ave., EDEN PARK
R143	384 7th Ave	W F POINTER	Lot 384 Seventh Ave., EDEN PARK
R144	385 7th Ave	P J FITZGERALD	Lot 385 Seventh Ave., EDEN PARK
R145	386/387 7th Ave	L GIACOMANTONIO	5 Cleburne St., BULLEEN

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R146	388 7th Ave	T J WHEELER	Lot 388 Seventh Ave., EDEN PARK
R147	389 7th Ave	F R HAMMOND	"Mayanda" Kurrack Rd., YARRAMBAT
R148	390 7th Ave	K E & M DARLING	Lot 390 Seventh Ave., EDEN PARK
R149	396/399 Glenburnie Rd	P J ROWE	Sixth Ave., EDEN PARK
	400 6th Ave	P J ROWE	Sixth Ave., EDEN PARK
R150	401 6th Ave	J M DOW	Lot 401 Sixth Ave., EDEN PARK
R151	402 6th Ave	F R HAMMOND	"Mayanda" Kurrack Rd., YARRAMBAT
R152	403 6th Ave	J X BANKS	Lot 403 Sixth Ave., EDEN PARK
R153	404 6th Ave	G BARRO	33 Cedar St., THOMASTOWN
	405 6th Ave	S D SMITH	39 Clunes St., BUNDOORA
	406 6th Ave	W WABYLENEH	1 Eden Ave., WATSONIA
R154	407 6th Ave	R W WILD	Lot 407 Sixth Ave., EDEN PARK
R155	408 6th Ave	J LEAFORD	Lot 408 Sixth Ave., EDEN PARK
R156	409 6th Ave	V PIZZICA	110 Anderson Rd., FAWNER
	410 6th Ave	G GALLAS	11A Clyde St., OAKLEIGH
	411 6th Ave	V P CELLANTE	208 Little Collins St., MELBOURNE
R157	415 6th Ave	S GOLDSMITH	5 O'Connell St., KINGSBURY
R158	416 6th Ave	A LONGHARDI	305 Amess St., CARLTON
R159	421/419 6th Ave	A.S.L.	Cor Victoria & Rathdowne Ste., CARLTON
	370/372 7th Ave	A.S.L.	Cor Victoria & Rathdowne Ste., CARLTON
	418/417 6th Ave	T W MURPHY	Whitfield Rd., DOCKER
R160	33/34 6th Ave	A.S.L.	Cor Victoria & Rathdowne Ste., CARLTON
	488 6th Ave	P G BYRNE	14 Silk St., ROSANNA
	489 6th Ave	A W ADAMS	14 Somerset St., WANTIRNA
	490 6th Ave	HS P K WARD	82 Grandview Cve., ROSANNA
R161	439/440 6th Ave	A.S.L.	Cor Victoria & Rathdowne Ste., CARLTON
	442/443 6th Ave	A.S.L.	Cor Victoria & Rathdowne Ste., CARLTON
	441 6th Ave	T W MURPHY	Whitfield Rd., DOCKER
R162	444/445 6th Ave	A.S.L.	Cor Victoria & Rathdowne Ste., CARLTON
	446/448 6th Ave	V P CELLANTE	208 Little Lonsdale St., MELBOURNE
R163	449 6th Ave	K D HART	12 Seston St., EAST RESERVOIR
R164	452/456 6th Ave	V MATISON	Lot 461 Grants Rd., EDEN PARK
R165	457 6th Ave	V MATISON	Lot 461 Grants Rd., EDEN PARK
	458/460 Grants Rd	V MATISON	Lot 461 Grants Rd., EDEN PARK
R166	461 Grants Rd	V MATISON	Lot 461 Grants Rd., EDEN PARK
R167	466 6th Ave	V MATISON	Lot 461 Grants Rd., EDEN PARK
	462/465 Grants Rd	V MATISON	Lot 461 Grants Rd., EDEN PARK
R168	467/471 6th Ave	V MATISON	Lot 461 Grants Rd., EDEN PARK
R169	472/474 6th Ave	V MATISON	Lot 461 Grants Rd., EDEN PARK
	581 5th Ave	L M FENECH	7 Oxley Ave., BUNDOORA
	582 5th Ave	S LUCAS	17 Hayfair Ave., LOWER TEMPLESTONE
R170	475/479 6th Ave	A.S.L.	Cor Victoria & Rathdowne Ste., CARLTON

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R171	479/482	A.S.L.	Cor Victoria & Rathdowne Ste., CARLTON
	573/574 5th Ave	K F TORY	4 Coolbah Crt., BAYSWATER
	575 5th Ave	P WERNER	29 Victoria St., GREENSBOROUGH
R172	487 6th Ave	E N THOMAS	27 Sherwood Rd., IVANHOE
	486 6th Ave	D PAPANASTIOU	45 Partridge St., LALOR
	485 6th Ave	B J KELLY	14 Ethol St., MOONEE PONDS
	484 6th Ave	G TOSSLES	18 Heyington Ave., THOMASTOWN
	483 6th Ave	G J THOMPSON	North Oaklands Rd., YARRAMBAT
R173	491 6th Ave	P A MITTLE	1 Alawara Dve., MOOROOLBARK
R174	493 6th Ave	P C CRESWELL	84 Watoora Rd., BOSANNA
	492 6th Ave	H G BARNARD	7 Duncan Ave., GREENSBOROUGH
R175	496/494 6th Ave	C M SIMPSON	Woodlands Park, Donnybrook Rd., DONNYBROOK
R176	499/497 6th Ave	C M SIMPSON	Woodlands Park, Donnybrook Rd., DONNYBROOK
R177	501 6th Ave	W L IRELAND	PO Box 16, SEYMOUR
	500 6th Ave	R W KNIGHT	143 Bonds Rd., LOWER PLENTY
R178	502 6th Ave	H P KINMOTH	Lot 502 Sixth Ave., EDEN PARK
R179	503 6th Ave	T M MARTIN	Lot 503 Sixth Ave., EDEN PARK
R180	506 6th Ave	C FORMICA	3 Carewa Crt., BUNDOORA
	505 6th Ave	M TENACE	35 Balmoral Ave., LOWER TEMPLESTONE
	504 6th Ave	K H BIERL	177 Elder St., GREENSBOROUGH
R181	507 6th Ave	D J WINN	Lot 507 Sixth Ave., EDEN PARK
R182	508 6th Ave	W BRENDMANN	Lot 508 Sixth Ave., EDEN PARK
R183	509 6th Ave	R E JONES	Lot 509 Sixth Ave., EDEN PARK
R184	510 6th Ave	H B KERMIN	1 Hubert St., PRESTON
R185	511 6th Ave	V J McHUGH	Lot 511 Sixth Ave., EDEN PARK
R186	512/513 6th Ave	A PANJARI	1 Bull Place., LALOR
	514 6th Ave	I H PRATT	10 Aetley St., LOWER PLENTY
R187	515 6th Ave	V P CELLANTE	208 Little Lonsdale St., MELBOURNE
	516 6th Ave	4 H W SHOZL M H KERBATLIEH	22 Oldis Ave., NORTHGATE 26 Green St., BRUNSWICK
	517 6th Ave	I R BATTEN	Recreation Rd., TAN YEAN
	518 6th Ave	I S DOOLAN	26 Curtis Ave., WATSONIA
	519 6th Ave	Estate of A R LEW	33 Mountainview Rd., THOMASTOWN
	520 6th Ave	P L OLSEN	12 Balah St., BALWYN
R188	521 6th Ave	P J ROWE	Sixth Ave., EDEN PARK
R189	522/523 6th Ave	P J ROWE	Sixth Ave., EDEN PARK
	524/527 Glenburnie Rd	P J ROWE	Sixth Ave., EDEN PARK
R190	528/531 Glenburnie Rd	A T GIBSON	Glenburnie Rd., EDEN PARK
	530 Glenburnie Rd	G LENTO	8 Winalow Ave., LALOR
	529 Glenburnie Rd	E PACIOCCO	89 McFadzema Ave., RESERVOIR
	532 5th Ave	A & E SCHENES & E BARAGLIANIS	13 Bocha Ave., RESERVOIR 9 Kiama Crt., NORTH CARLTON
	533 5th Ave	P BARILARO	35 Broadhurst Ave., RESERVOIR
R191	534 5th Ave	L M ROWE	Glenburnie Rd., EDEN PARK
R192	535 5th Ave	R W CHALMERS	Bruce Creek Rd., WHITTLESEA
	536 5th Ave	G BELANTE	45 William St., FEILOR EAST
	537 5th Ave	G STRANGIS	225 Derby St., PASGUE VALE SOUTH
	538 5th Ave	A MATARAZZO	29 Ethal St., BRUNSWICK EAST
	539 5th Ave	H D FORREST	12 Gilbert St., COBURG
	540 5th Ave	H B HOLENKAMP	1 First Ave., STRATHMORE

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R193	541/542 5th Ave	R FORGIONI	40 Church St., EPPING
R194	543 5th Ave	L J & M M ABELA	Lot 543 Fifth Ave., EDEN PARK
R195	544 5th Ave	B T JURKIV	Lot 544 Fifth Ave., EDEN PARK
R196	545/546 5th Ave	T NOEL	PO Box 1918, LAE, PAPUA NEW GUINEA
R197	547 5th Ave	I B COSTA	34 McGregor St., FAIRFIELD
R198	548 5th Ave	A COSTA	224 Station St., FAIRFIELD
R199	549 5th Ave	J X BUSHBY	Lot 549 Fifth Ave., EDEN PARK
R200	550 5th Ave	A FERRARO	2 Howell St., LALOR
R201	552/551 5th Ave	R K FIELD	Lot 551 Fifth Ave., EDEN PARK
R202	553 5th Ave	R K AUCHETTL	Lot 553 Fifth Ave., EDEN PARK
R203	554 5th Ave	S COGNO	44 Gloucester Dve., ROSANNA
R204	555 5th Ave	R E RUSSELL	Lot 555 Fifth Ave., EDEN PARK
R205	556 5th Ave	S SAPURNAS	29 Ardoch Ave., THOMASTOWN
R206	557 5th Ave	G A SPARKS	Lot 557 Fifth Ave., EDEN PARK
R207	561 5th Ave	J W TIBALLS	94 Lincoln Rd., CROYDON
	560 5th Ave	M NUDELMAN	4 McNamara St., PRESTON
	559 5th Ave	E M MARTIN	36 Central St., THOMASTOWN
	558 5th Ave	G J BALLINGER	40 Martins Lane, ROSANNA
R208	562 5th Ave	G VENEZIANO	29 David Cres., BUNDJORA
R209	563 5th Ave	D C LAFTHORNE	Lot 563 Fifth Ave., EDEN PARK
R210	568 5th Ave	J S BRANIGAN	4 Evarh Plice., GREENSBOROUGH
	567 5th Ave	K A BAIRD	25 Inverness St., RESERVOIR
	566 5th Ave	M M ZANATTA	4 Hugo Crt., FAWCNER
	565 5th Ave	R G HEALY	44 Crevall St., RESERVOIR
	564 5th Ave	P NUDELMAN	4 McNamara St., PRESTON
R211	572 5th Ave	G J BAKER	62 Lloyd Ave., RESERVOIR
	571 5th Ave	S J HUNTER	39 Belgrave St., PRESTON
	570 5th Ave	A TESSIERI	3 Marjory St., THOMASTOWN
	569 5th Ave	C KARASHANIS	54 Lower Plenty Rd., ROSANNA
	568 5th Ave	J S BRANIGAN	4 Evarh Plice., GREENSBOROUGH
R212	580 5th Ave	S SAPURNAS	29 Ardoch Ave., THOMASTOWN
	579 5th Ave	W M BAISCH	132 Arvon Rd., STRATMORE
	578/577 5th Ave	G VINDICINI	368 Station St., LALOR
	576 5th Ave	J PICCHINO	Bankins Rd., MONBULK
R213	583 5th Ave	G F TENNENT	Lot 583 Fifth Ave., EDEN PARK
R214	584/588 5th Ave	V MATISON	Lot 461 Grants Rd., EDEN PARK
R215	590/593 Grants Rd	V MATISON	Lot 461 Grants Rd., EDEN PARK
	589 5th Ave	V MATISON	Lot 461 Grants Rd., EDEN PARK
R216	602/598 5th Ave	A MURPHY	Fifth Ave., EDEN PARK
	594/597 Grants	A MURPHY	Fifth Ave., EDEN PARK
R217	705/708 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
	605/602 5th Ave	A MURPHY	Fifth Ave., EDEN PARK
R218	607/605 5th Ave	A MURPHY	Fifth Ave., EDEN PARK
	702/705 4th Ave	A MURPHY	Fifth Ave., EDEN PARK

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R219	699/701 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
	611/608 5th Ave	A MURPHY	Fifth Ave., EDEN PARK
R220	614/612 5th Ave	A MURPHY	Fifth Ave., EDEN PARK
	696/698 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
R221	693/695 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
	617/615 5th Ave	A MURPHY	Fifth Ave., EDEN PARK
R222	619/617 5th Ave	A MURPHY	Fifth Ave., EDEN PARK
	690/693 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
R223	622/620 5th Ave	A MURPHY	Fifth Ave., EDEN PARK
	688/689 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
R224	687 5th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
R225	626/623 5th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
R226	627 5th Ave	H B ROWLANDS	Lot 627 Fifth Ave., EDEN PARK
R227	628 5th Ave	G F McALLISTER	157 Manchester Rd., MOOROOLBARK
R228	629 5th Ave	L G MEENEY	Lot 629 Fifth Ave., EDEN PARK
R229	632 5th Ave	N ANZANELLO	1 Millson Crt., PASCOE VALE
	631 5th Ave	H A B FRASER	95 Mayona Rd., MONTMORENCY
	630 5th Ave	G F POWELL	Paddock St., WHITTLESEA
R230	633 5th Ave	P J & B J ROBINSON	Lot 633 Fifth Ave., EDEN PARK
R231	634/638 5th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
R232	639/644 5th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
R233	645/647 5th Ave	R L MARSHALL	11 McCasker Ave., RESERVOIR
	648 5th Ave	R H & A F PERCY & R L MARSHALL	11 McCasker Ave., RESERVOIR
	661/664 4th Ave	R L MARSHALL	11 McCasker Ave., RESERVOIR
R234	659/660 4th Ave	R H PERCY	Lot 815 Glenburnie Rd., EDEN PARK
	648 5th Ave	PERCY & R L MARSHALL	Lot 815 Glenburnie Rd., EDEN PARK
	649/650 5th Ave	R H PERCY	Lot 815 Glenburnie Rd., EDEN PARK
	651/656 Glenburnie Rd	R H PERCY	Lot 815 Glenburnie Rd., EDEN PARK
R235	657/658 Glenburnie Rd	M S HARVEY	215 Tyler St., PRESTON
R236	815/816 Glenburnie Rd	H K PERCY	Glenburnie Rd., EDEN PARK
	813/814 4th Ave	H K PERCY	Glenburnie Rd., EDEN PARK
	659/660 4th Ave	R H PERCY	Lot 815 Glenburnie Rd., EDEN PARK
R237	804/808 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
	670/665 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
R238	670/672 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
	801/803 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
R239	795/797 19th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
	798/800 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
	675/673 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R240	676 4th Ave	M & K LULZPOP	Lot 676 Fourth Ave., EDEN PARK
R241	677 4th Ave	M R HEN	Lot 677 Fourth Ave., EDEN PARK
R242	678 4th Ave	D H HARRIS	Flat 3/31 Cunningham St., NORTHCOLE
R243	679 4th Ave	A' ROMEO	260 Lennox St., RICHMOND
R244	755/757 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
	682 4th Ave	D C BROWN	351 Barkley St., BRUNSWICK
	681 4th Ave	L M CLZART	26 Shore Grove, COBURG
	680 4th Ave	B W CARTWRIGHT	Flat 1/79 Pyffe St., THORNBURY
R245	683/684 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
	753/754 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
R246	685/686 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
	751/752 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
R247	713/716 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
	709/712 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
R248	717/722 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
R249	723/727 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
R250	728/731 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
	701 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
R251	732/735 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
	701/697 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
R252	696/697 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
	736/739 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
R253	740/744 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
R254	745 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
R255	746/749 4th Ave	A MURPHY	Fifth Ave., EDEN PARK
	750 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
R256	758/761 4th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
R257	762/766 19th Ave	Estate of R HUNTER	C/- Lot 687 Fifth Ave., EDEN PARK
R258	767/770 19th Ave	S GULLI	172 Kingsway Dve., LALOR
	773/775 20th Ave	S GULLI	172 Kingsway Dve., LALOR
R259	777/779 20th Ave	MURRAY NOMS.	678 High St., THORNBURY
	782/783 2nd Ave	MURRAY NOMS.	678 High St., THORNBURY
R260	782/783 2nd Ave	MURRAY NOMS.	678 High St., THORNBURY
	780/781 20th Ave	MURRAY NOMS.	678 High St., THORNBURY
R261	772 20th Ave	F VISKOVIC	8 Shand Rd., RESERVOIR
	771 19th Ave	F VISKOVIC	8 Shand Rd., RESERVOIR
R262	792/794 19th Ave	S GULLI	172 Kingsway Dve., LALOR
	786/791 20th Ave	S GULLI	172 Kingsway Dve., LALOR
	784/785 2nd Ave	S GULLI	172 Kingsway Dve., LALOR
R263	817/818 Glenburnie Rd	H K PERCY	Glenburnie Rd., EDEN PARK
	809/812 4th Ave	H K PERCY	Glenburnie Rd., EDEN PARK
	813/814 4th Ave	H K PERCY	Glenburnie Rd., EDEN PARK
R264	819/822 Glenburnie Rd	G A MORLEY	Lot 822 Glenburnie Rd., EDEN PARK
	823 4th Ave	G A MORLEY	Lot 822 Glenburnie Rd., EDEN PARK

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R265	823/827 4th Ave	G A MORLEY	Lot 822 Glenburnie Rd., EDEN PARK
R266	828/831 4th Ave	G A MORLEY	Lot 822 Glenburnie Rd., EDEN PARK
R267	832/836 4th Ave	G A MORLEY	Lot 822 Glenburnie Rd., EDEN PARK
R268	837/841 4th Ave	TOOROURRONG DEV PTY LTD	Whittlesea House, Church St., WHITTLESEA
R269	842/846 4th Ave	TOOROURRONG DEV PTY LTD	Whittlesea House, Church St., WHITTLESEA
R270	847/850 4th Ave	TOOROURRONG DEV PTY LTD	Whittlesea House, Church St., WHITTLESEA
R271	851/854 4th Ave	TOOROURRONG DEV PTY LTD	Whittlesea House, Church St., WHITTLESEA
R272	855/858 4th Ave	TOOROURRONG DEV PTY LTD	Whittlesea House, Church St., WHITTLESEA
R273	873 4th Ave	B MURAD & H ZAKZOUK	50 Lygon St., EAST BRUNSWICK
	872 4th Ave	G R AIRS	50 Pardy St., PASCOE VALE
	871 4th Ave	S & H S KARABOLAT	31 Taylor Dve., GLADSTONE PARK
	870 4th Ave	M & H MAHMOUD	546 Sydney Rd., BRUNSWICK
	869 4th Ave	S J SCULLY	18 Hilgau St., COOLAROO
R274	879/882 Glenburnie Rd	G A MORLEY	Lot 822 Glenburnie Rd., EDEN PARK
	883 Glenburnie Rd	F P CARTER	58 Dorebin Blvd., RESERVOIR
	884 Glenburnie Rd	E J McMAHON	35 Kirby St., EAST RESERVOIR
R275	887 5th Ave	P & B E HOOKER	9 Crowey Rd., HEALESVILLE
	888 5th Ave	P & A ABRUZZESE	180 Dalton Rd., THOMASTOWN
	877/878 4th Ave	G A MORLEY	Lot 822 Glenburnie Rd., EDEN PARK
R276	889 5th Ave	M RILEY & J BARRAT	112 High St., SOUTH KEW
R277	891 5th Ave	S & I BAROUTAS	33 Beatty St., IVANHOE
	890 5th Ave	M RILEY & J BARRAT	112 High St., SOUTH KEW
	876 4th Ave	J & J E PSARRAS	105 Valentine St., IVANHOE
	875 4th Ave	L B HARVEY	215 Tyler St., PRESTON
	874 4th Ave	I L L HARVEY	215 Tyler St., PRESTON
R278	896 5th Ave	J SCULLY	18 Hilguy St., COOLAROO
	895 5th Ave	J P & C C & A C DICKSON	44 Lorenson Ave., NORTH COBURG
	894 5th Ave	G M REARDON	22 Plimsoll Ave., FAIRFIELD
	893 5th Ave	A C BRIENT	22 Plimsoll Ave., FAIRFIELD
	892 5th Ave	S & I BAROUTAS	33 Beatty St., IVANHOE
R279	868 4th Ave	C J SCULLY	18 Hilguy St., COOLAROO
	867 4th Ave	M TSICLEV	23 Seven Oaks Ave., CROYDON
	866 4th Ave	R M JAYASINHE	43 Thorpdale Ave., COOLAROO
	865 4th Ave	M R TSICLEV	23 Seven Oaks Ave., CROYDON
	900 5th Ave	R J MURPHY	7 Thames St., NORTHCOLE
	899 5th Ave	F MATEO & E BENNELL	9 Greenock St., RESERVOIR
	898 5th Ave	K A KALINCHEV	90 David St., LALOR
	897 5th Ave	K SCULLY	18 Hilguy St., COOLAROO
R280	862/864 4th Ave	TOOROURRONG DEV PTY LTD	Whittlesea House, Church St., WHITTLESEA
	901/903 5th Ave	TOOROURRONG DEV PTY LTD	Whittlesea House, Church St., WHITTLESEA
R281	904/906 5th Ave	TOOROURRONG DEV PTY LTD	Whittlesea House, Church St., WHITTLESEA
	859/861 4th Ave	TOOROURRONG DEV PTY LTD	Whittlesea House, Church St., WHITTLESEA
R282	907/910 5th Ave	TOOROURRONG DEV PTY LTD	Whittlesea House, Church St., WHITTLESEA

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R283	911/914 5th Ave	TOOROURUNG DEV PTY LTD	Whittlesea House, Church St., WHITTLESEA
R284	924 5th Ave	M J TURNER	47 Vermont Pde., GREENSBOROUGH
	925 5th Ave	R TURNER	Jacks Creek Rd., HUMEVALE
	926 5th Ave	E BRESKVAR	106 Elizabeth St., COBURG
	927 5th Ave	F MICALLEP	13 Cabrian Ave., PRESTON
	928 5th Ave	T CLARKE	49 Merton St., ALBERT PARK
R285	929 5th Ave	M LIVANIDIS	44 Koomung Rd., BLACKBURN
	930 5th Ave	R K TSICLEV	23 Seven Oaks Ave., CROYDON
	931 5th Ave	R TSICLEV	23 Seven Oaks Ave., CROYDON
	932 5th Ave	B M & M E BARRY	Seventh Ave., EDEN PARK
	933 5th Ave	B M & M E BARRY	Seventh Ave., EDEN PARK
	934 5th Ave	P A DUNCAN	6 Tucker St., BUNDOORA
R286	938 5th Ave	P & V MAROUKAS	16 Maltham Plice., RICHMOND
	939 5th Ave	P & V MAROUKAS	16 Maltham Plice., RICHMOND
R287	942 5th Ave	P J ROWE	Sixth Ave., EDEN PARK
	855 Glenburnie Rd	S MURAD	192/480 Lygon St., CARLTON
	886 Glenburnie Rd	A S & L M FLENGING	53 Wallara Cres., BUNDOORA
	943 Glenburnie Rd	P J ROWE	Sixth Ave., EDEN PARK
	944 Glenburnie Rd	P J ROWE	Sixth Ave., EDEN PARK
	945 Glenburnie Rd	P J ROWE	Sixth Ave., EDEN PARK
	946 Glenburnie Rd	P J ROWE	Sixth Ave., EDEN PARK
R288	947 Glenburnie Rd	P J ROWE	Sixth Ave., EDEN PARK
	948 Glenburnie Rd	P J ROWE	Sixth Ave., EDEN PARK
	949 Glenburnie Rd	P J ROWE	Sixth Ave., EDEN PARK
	950 Glenburnie Rd	P J ROWE	Sixth Ave., EDEN PARK
	951 6th Ave	P J ROWE	Sixth Ave., EDEN PARK
R289	940 5th Ave	A C MUIR & W J EAGLE	1 Ray St., LOWER TEMPLESTONE
	941 5th Ave	A C MUIR & W J EAGLE	1 Ray St., LOWER TEMPLESTONE
	955 6th Ave	R R HAWKE	Yea Rd., WHITTLESEA
	954 6th Ave	J & D P SZABO	16 Eisey Rd., RESERVOIR
	953/952 6th Ave	P J ROWE	EDEN PARK
R290	958 6th Ave	A J A MALLIA	8 Marie St., OAK PARK
	957 6th Ave	K GARKINIS	26 Avondale Rd., LALOR
	956 6th Ave	W & A MANSOUR	15 Orient Ove., PRESTON
	935 5th Ave	Z & J HINAWLEN	Flat 1/541 Rathdown St., CARLTON
	936 5th Ave	J & E SIVOV	36 Maxwell St., LALOR
	937 5th Ave	I C & D J SMITH	124 Greenwood Dve., BUNDOORA
R291	964 6th Ave	C COTSPOPOULOS	Flat 10/94 Beach Rd., MENTONE
	963 6th Ave	C COTSPOPOULOS	Flat 10/94 Beach Rd., MENTONE
	962 6th Ave	A E & A C RYAN	1 Hillview Crt., BUNDOORA
	961 6th Ave	P NICHOLSON	38 Hurte St., ASCOT VALE
	960 6th Ave	B & C KALINCEV	42 Menzies Pde., LALOR
	959 6th Ave	S & M PLESA	42 Menzies Pde., LALOR
R292	965 6th Ave	R PARKER	McMeikan St., WHITTLESEA
	966/967 6th Ave	K N BALHARRIE	Wallan Rd., WHITTLESEA
	968 6th Ave	T R BAKER	C/- 660 Waterdale Rd., WEST HEIDELBERG
	969 6th Ave	J KANVISIS	144 Coppin St., RICHMOND
R293	970 6th Ave	E F MCGLONE	"Amarco Park" Welen Rd., WARRANBOOL
	971 6th Ave	J A MORGON	110 Henry St., GREENSBOROUGH
	921/923 5th Ave	J KANVISIS	144 Coppin St., RICHMOND

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R294	972 6th Ave	W J CRANKSHAW	Lot 972 Sixth Ave., EDEN PARK
R295	973 6th Ave	B J SCHOLFIELD	Lot 973 Sixth Ave., EDEN PARK
R296	974/975 6th Ave	J KANVISIS	144 Coppin St., RICHMOND
	919/920 5th Ave	J KANVISIS	144 Coppin St., RICHMOND
	918 5th Ave	V R PATTISON	Flat 4/44 Moor St., FLITZBOY
R297	917 5th Ave	R L MOUNTFORD	Lot 99 Phillipdale Crt., SCORESBY
	916 5th Ave	G GREGORY	72 Memorial Ave., EPPING
	915 5th Ave	G C MORONEY	Lot 1101 Third Ave., EDEN PARK
	976/977 6th Ave	K N BALHARRIE	Wallan Rd., WHITTLESEA
R298	988 6th Ave	J D MORRIS	18 Marran Rd., ROSANNA
R299	989 6th Ave	N HEALITY	Lot 989 Sixth Ave., EDEN PARK
R300	990/991 6th Ave	K N BALHARRIE	Wallan Rd., WHITTLESEA
R301	998 6th Ave	A SOOSALU	44 Miranda Rd., RESERVOIR
	997 6th Ave	B BULLAN	8 Murial Crt., RESERVOIR
	996 6th Ave	P J JORDAN	5 Kenton Place., KEALBA
	995 6th Ave	J BONNICI	178 Mill Park Dve., MILL PARK
	994 6th Ave	B BOLLON	18 Murial Crt., RESERVOIR
	993 6th Ave	H E BISHOP	28 Dorset St., PASCOE VALE SOUTH
	992 6th Ave	R A PHILLIPS	30 Middleborough Rd., BURWOOD
R302	1001 6th Ave	D C TEICHELMAN	Lot 1001 Sixth Ave., EDEN PARK
R303	1005 6th Ave	ROWE	Lot 1006 Glenburnie Rd., EDEN PARK
	1006/1009 Glenburnie Rd	ROWE	Lot 1006 Glenburnie Rd., EDEN PARK
R304	1010 Glenburnie Rd	G J McDONALD	929 Mt Alexander Rd., ESSENDON
	1011 Glenburnie Rd	C VASSIS	89 Banfield Rd., WEST HEIDELBERG
	1012 Glenburnie Rd	K N BALHARRIE	Wallan Rd., WHITTLESEA
	1014 7th Ave	K N BALHARRIE	Wallan Rd., WHITTLESEA
	1015 7th Ave	D MDULOUBIS	21 Cunninghas St., NORTHCOE
R305	1013 Glenburnie Rd	E M KING	Lot 1013 Glenburnie Rd., EDEN PARK
R306	1002 6th Ave	N BARNES	100 Lloyd St., HEIDELBERG WEST
	1003 6th Ave	D J CAPEWELL	59 Strathnaver Ave., ESSENDON NORTH
	1004 6th Ave	K N BALHARRIE	Wallan Rd., WHITTLESEA
	1017 7th Ave	S BAROUTAS	33 Beatty St., IVANHOE
	1016 7th Ave	R BARTNEY	47 PINNACLE CRT., BULLIEN
R307	1020 7th Ave	A CARERI	26 Darebin Dve., THOMASTOWN
	1019 7th Ave	M C BARRIARD	120 Alexander Ave., THOMASTOWN
	1018 7th Ave	G E SOMMER	C/- R.S.D. BUNT Covangalt Rd., GLENBORNE
	999/1000 6th Ave	K D BART	12 Sesson St., RESERVOIR
R308	1026 6th Ave	V DIRACO	15 Pleasant Rd., BULLIEN
	1025 6th Ave	J BONNICI	178 Mill Park Dve., MILL PARK
	1024 6th Ave	V BUDHO	6 Keate St., ROSANNA
	1023 6th Ave	D A GREGORY	73 Erskine Rd., HADELSD
	1022 6th Ave	R D FLEAY	Hodgee Rd., HEALESVILLE
	1021 7th Ave	P P BROUGHTON	Standish St., MYRTLEFORD
R309	1027 7th Ave	W J YOUNG	Lot 1027 Seventh Ave., EDEN PARK
R310	1028 7th Ave	L MORGAN	Lot 5 Fore St., WHITTLESEA
	1029 7th Ave	D CAMMARERE	1 Murray St., PAKNER
	1030 7th Ave	R P FISHER	8 Warrandyte Rd., ELTHAM
	1031/1032 7th Ave	K N BALHARRIE	Wallan Rd., WHITTLESEA

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R311	1033/1034 7th Ave	K N BALHARRIE	Wallao Rd., WHITTLESEA
	1035 7th Ave	A R BRADESHAW	218 Boston St., ELTHAM
	985 6th Ave	RENUCE MONINEZS PTY LTD	406 Lonedale St., MELBOURNE
	986 6th Ave	B F STEBBINS	22 Woodlands Cve., OAKZIEGH
	987 6th Ave	P FRIEDE	11 Dougharty Rd., ROSANNA
R312	982 6th Ave	B M E KERIN	93 Eao Rd., CAULFIELD EAST
	983 6th Ave	M C BROGHAN	5 Brown St., PRESTON
	984 6th Ave	M A GREGORY	73 Erskine Rd., MACLEOD
	1036 7th Ave	G J TAYLOR	Flat 2/6 Edlington St., HAWTHORN
	1037 7th Ave	B BOZ	39 Mathieson St., HIGHETT
	1038 7th Ave	M M FENELON	15 Sunnyside Crt., WATTLE GLEN
R313	1039 7th Ave	P FRIEDE	1 Jirrina St., THE GAP, QUEENSLAND
	1040 7th Ave	J RHODE	2 King St., LALOR
	1041 7th Ave	A W ADAMS	14 Somerset St., WANTIRRA
	979 6th Ave	K N BALHARRIE	Wallao Rd., WHITTLESEA
	980 6th Ave	J F DIBBS	18 Suffolk Ave., COBURG
	981 5th Ave	R S PENBERTON	Moras Lane., TARRAMBAT
R314	1042/1044 7th Ave	A P SLOAN	Lot 1043 Seventh Ave., EDEN PARK
R315	1045/1047 7th Ave	R G NICHOLLS	32 Barvon Ave., RESERVOIR
R316	1048 7th Ave	J W GREENSMITH	24 Dunbar Crt., LALOR
	1049 7th Ave	R ROLTON	3 Barbara Ave., GLEN WAVERLEY
	1050 7th Ave	K N BALHARRIE	Wallao Rd., WHITTLESEA
R317	1051 7th Ave	B L & H M CROSS	Lot 1051 Seventh Ave., EDEN PARK
R318	1052/1053 7th Ave	R A CAMERON	Lot 1052 Seventh Ave., EDEN PARK
R319	1054 7th Ave	G W SILLERY	360 Grimshaw St., BUNDOORA
R320	1055 7th Ave	J MCCORMACK	257 Greenwood Dve., BUNDOORA
R321	1056 7th Ave	R W MCLONEY	LOT 1056 Seventh Ave., EDEN PARK
R322	1057 7th Ave	J W SPARKS	11 Lower Plenty Rd., ROSANNA
R323	1058 7th Ave	R A LINDSTROM	Lot 1058 Seventh Ave., EDEN PARK
R324	1060/1059 7th Ave	M M AIRD	Lot 1059 Seventh Ave., EDEN PARK
R325	1061 7th Ave	B BARRIE	Lot 1061 Seventh Ave., EDEN PARK
R326	1062 7th Ave	V COLOSIMO	Lot 1062 Seventh Ave., EDEN PARK
R327	1063 7th Ave	M K LANRIGAN	Lot 1063 Seventh Ave., EDEN PARK
R328	1064 7th Ave	G PACIOCCA	1 Austin St., BULLIEN
R329	1065 7th Ave	J W CUSWORTH	Lot 1065 Seventh Ave., EDEN PARK
R330	1066 7th Ave	B J NAYLOR	95 High St., SWAN HILL
R331	1067 7th Ave	R HERBERT	6 Heron Crt., GREENSBOROUGH
R332	1068/1069 7th Ave	J A HALL	Lot 1068 Glenburnie Rd., EDEN PARK
	1070/1074 Glenburnie Rd	J A HALL	Lot 1068 Glenburnie Rd., EDEN PARK

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R333	1075/1077 Glenburnie Rd	A KARANIKIS	Lot 1075 Glenburnie Rd., EDEN PARK
R334	1113 11th Ave	P UNSWORTH	Flinders Rd., MAIN RIDGE
	1114/1115 11th Ave	K N BALHARRIE	Wallao Rd., WHITTLESEA
	1116/1117 11th Ave	J A HALL, M H SHORT & A R EWERT	19 James St., WHITTLESEA
R335	1117 11th Ave	B F YOUNG	PO Box 172, HEIDELBERG WEST
R336	1107 11th Ave	M L WILSON	18 Cambridge Way, BUNDOORA
	1108 11th Ave	J B CRUTCHLEY	C/- 7 Cuthbert Rd., RESERVOIR
	1109 11th Ave	J E GRIBSEN	36 Livingstone Ed., VERMONT
	1110 11th Ave	K N BALHARRIE	Wallao Rd., WHITTLESEA
	1111 11th Ave	J G KING	15 McIntosh St., SHEPPARTON
R337	1106 11th Ave	R ARMSTRONG	Eleventh Ave., EDEN PARK
R338	1105 11th Ave	A SOUSALA	44 Miranda Ave., RESERVOIR
R339	1104 11th Ave	A G NATOLI	Lot 1104 Eleventh Ave., EDEN PARK
R340	1101 3rd Ave	MARDNEY	Lot 1101 Third Ave., EDEN PARK
R341	1102 3rd Ave	M P ORR	Lot 1102 Third Ave., EDEN PARK
R342	1103 3rd Ave	W J HAYWARD	Arnold St., WHITTLESEA
R343	1153/1158 18th Ave	S H BROOMHALL	Glenburdie Rd., WHITTLESEA
R344	1150/1152 18th Ave	A A DALTON	Lot 1150 Eighteenth Ave., EDEN PARK
R345	1145/1149 18th Ave	P CLEELAND	Eighteenth Ave., EDEN PARK
R346	1141/1144 11th Ave	M J WILSON	86 Hotham St., ST KILDA
R347	1140 11th Ave	T L WOOD	Lot 1140 Eleventh Ave., EDEN PARK
R348	1136 11th Ave	J K SYKES	27 Knight St., WATSONIA
	1135 11th Ave	L A THOMPSON	4 Diamond Dve., WODONGA
	1137 11th Ave	P PACIOCCA	74 The Fairway, BUNDOORA
	1138 11th Ave	M J SLATER	2 Apsley Crt., BUNDOORA
	1139 11th Ave	T I SINCLAIR	92 Eally Bay Rd., TORQUAY
R349	1118/1119 12th Ave	J A HALL, M H SHORT & A R EWERT	19 James St., WHITTLESEA
	1133/1134 11th Ave	J A HALL, M H SHORT & A R EWERT	19 James St., WHITTLESEA
R350	1120/1122 12th Ave	J A HALL, M H SHORT & A R EWERT	19 James St., WHITTLESEA
R351	1125/1124 12th Ave	C & M VASSIS	89 Benfield Rd., HEIDELBERG WEST
	1123 12th Ave	G & R RAINERI	140 Flinders St., THORNBURY
R352	1132 18th Ave	C D BOYER	107 Falconer St., NORTH FITZROY
	1131 18th Ave	P A BANSON	33 Cape St., ROSANNA
	1130 18th Ave	W E JACKSON	74 Darebin Boulevard, RESERVOIR
	1129 18th Ave	G I LIDDELL	Line St., WHITTLESEA
	1128 18th Ave	GROUP COLOUR PTY LTD	11 Norrell Street, WOOLLAHARA NSW
	1126 18th Ave	K P ADAMS	11 Forest St., COLLINGWOOD
	1127 12th Ave	P M FLEMING	46 Hakea St., GREENSBOROUGH
R353	1171/1174 18th Ave	R PANKOWSKI	Lot 1171 Twelfth Ave., EDEN PARK
R354	1228/1232 12th Ave	W T REES	Seventeenth Ave., EDEN PARK
R355	1230/1234 17th Ave	G C ELTON	PO Box 39, WHITTLESEA
	1169/1170 18th Ave	G C ELTON	PO Box 39, WHITTLESEA

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R356	1167/1168 18th Ave 1235/1235 17th	R C TYRES R C TYRES	Seventeenth Ave., EDEN PARK Seventeenth Ave., EDEN PARK
R357	1237/1238 17th Ave 1164/1166 18th Ave	L R & J M McARTHUR L R & J M McARTHUR	PO Box 101, WHITTLESEA PO Box 101, WHITTLESEA
R358	1162/1163 18th Ave 1239/1241 17th Ave	W S GAY W S GAY	6 Tandara Ave., DONCASTER 6 Tandara Ave., DONCASTER
R359	1242/1243 17th Ave 1159/1161 18th Ave	P D WILLIAMS P D WILLIAMS	PO Box 119, WHITTLESEA PO Box 119, WHITTLESEA
R360	1244/1245 17th Ave	C T PEJNA	47 Roseland Dve., DONCASTER
R361	1246/1248 17th Ave	H C STREET	Lot 1246 Seventeenth Ave., EDEN PARK
R362	1249/1252 17th Ave	A A CANN	Lot 1249 Seventeenth Ave., EDEN PARK
R363	1293/1294 12th Ave 1253/1254 12th Ave	I C & K M GRAHAM I C & K M GRAHAM	Twelfth Ave., EDEN PARK Twelfth Ave., EDEN PARK
R364	1295/1297 12th Ave 1298 16th Ave	R HISLOP R HISLOP	Twelfth Ave., EDEN PARK Twelfth Ave., EDEN PARK
R365	1299/1301 16th Ave	H DREIER	9 Burwood Crt., THOMASTOWN
R366	1302/1303 16th Ave	R & H BREMEL	Sixteenth Ave., EDEN PARK
R367	1304 16th Ave 1321/1323 15th Ave	D M CLARK D M CLARK	Sixteenth Ave., EDEN PARK Sixteenth Ave., EDEN PARK
R368	1305/1307 16th Ave	H A VERBEETEN	Lot 1306 Sixteen Ave., EDEN PARK
R369	1308/1309 16th Ave 1320 15th Ave	T P SCOTT T P SCOTT	64 Newton St., RESERVOIR 64 Newton St., RESERVOIR
R370	1310/1311 16th Ave 1312/1314 14th Ave	B C & L F HEATHER B C & L F HEATHER	PO Box 100, WHITTLESEA PO Box 100, WHITTLESEA
R371	1315/1319 15th Ave	T P MATHEWS	Twelfth Ave., EDEN PARK
R372	1324/1329 15th Ave	Z L HARVEY & D R HARVEY	15 Jamie Crt., NORTH FAWKNER 45 Harchwick St., COBURG
R373	1330/1334 14th Ave	W C BICKERTON	Lot 1330 Fourteenth Ave., EDEN PARK
R374	1335/1339 14th Ave	J L MATTHEWS	Lot 1335 Fourteenth Ave., EDEN PARK
R375	1341/1343 14th Ave 1340 12th Ave	F C BROWN F C BROWN	38 Barton St., RESERVOIR 38 Barton St., RESERVOIR
R376	1344/1346 14th Ave	G FRAZER	Lot 1344 Fourteenth Ave., EDEN PARK
R377	1347/1351 14th Ave	B B CARTLEDGE	47 Jacana Ave., LOWER TEMPLESTONE
R378	1271/1275 14th Ave	E HEWSON	Old Glenburnie Rd., EDEN PARK
R379	1265/1270 13th Ave	V T CARDWELL	Old Glenburnie Rd., EDEN PARK

RESTR. LOT	ORIGINAL LOT	OWNER	ADDRESS
R380	1262/1264 13th Ave 1276/1277 12th Ave	R W LILLYWHITE R W LILLYWHITE	C/- AMP Society, 19 Millicent St., ROSANNA C/- AMP Society, 19 Millicent St., ROSANNA
R381	1278/1279 12th Ave 1260/1261 13th Ave	E M GRECH E M GRECH	Lot 1260 Thirteenth Ave., EDEN PARK Lot 1260 Thirteenth Ave., EDEN PARK
R382	1258/1259 13th Ave 1280/1281 12th Ave	D W CLARK D W CLARK	Lot 2 Mt Pleasant Rd., ELTHAM Lot 2 Mt Pleasant Rd., ELTHAM
R383	1282/1283 12th Ave 1256/1257 13th Ave	B DARIS B DARIS	Post Office Box 123, WHITTLESEA Post Office Box 123, WHITTLESEA
R384	1284/1286 12th Ave	C E BOLLON	Lot 1284 Twelfth Ave., EDEN PARK
R385	1287/1289 12th Ave	A L JONES	Lot 1289 Twelfth Ave., EDEN PARK
R386	1290/1292 12th Ave 1255 12th Ave	B DARIS B DARIS	Post Office Box 123, WHITTLESEA Post Office Box 123, WHITTLESEA
R387	1222/1225 13th Ave	J E WOODS	Thirteenth Ave., EDEN PARK
R388	1175 12th Ave R1226/1227 12th Ave	D J CONNOR D J CONNOR	Lot 1175 Twelfth Ave., EDEN PARK Lot 1175 Twelfth Ave., EDEN PARK
R389	1176/1179 12th Ave	C KOUTSOURIDIS	4 Lois Crt., THOMASTOWN
R390	1180 12th Ave 1219 Glenburnie Rd	W SCHULZ PEKAR PTY LTD & C O'DEA	9 Norwell Cr., BROADMEADOWS 82 Elizabeth St., SYDNEY 39 Little Collins St., MELBOURNE
R391	1181 12th Ave	S S JAUNARI	95 Osborne St., WILLIAMSTOWN
R392	1182 12th Ave	L LEE	479 Gilbert Rd., PRESTON
R393	1220 & 1183 Glenburnie Rd	W P RUTLEY	Lot 1183 Twelfth Ave., EDEN PARK
R394	1216/1218 Glenburnie Rd	A O MOHTADI	Lot 1216 Old Glenburnie Rd., EDEN PARK
R395	1212/1215 Glenburnie Rd	C V ROBESON	63 Albion Cr., GREENSBOROUGH
R396	1221 13th Ave 1209/1211 Glenburnie Rd	E DVORSAK E DVORSAK	1 Willantie Crt., BUNDOORA 1 Willantie Crt., BUNDOORA
R397	1205/1208 13th Ave	W J HICKEY	24 Hardy St., PRESTON
R398	1201/1204 13th Ave	V K ROSENFELDT	170 Rosanna Rd., ROSANNA
R399	1197/1200 Glenburnie Rd	YARRINGA DOWNS	C/- Mrs J M Ziebell, Jalna Crt., ELTHAM
BA00	1193/1196 Glenburnie Rd	V T CARLIN	452 Station St., LALOR
BA01	1188/1192 Glenburnie Rd	M NEWMAN	"Pindari" Lot 1186 Old Glenburnie Rd., EDEN PARK
BA02	Pts 1185/1187 Glenburnie Rd	I C NAGLE	Lot 1185 Glenburnie Rd., EDEN PARK
BA03	Pts 1185/1187 Glenburnie Rd	I C NAGLE	Lot 1185 Glenburnie Rd., EDEN PARK
BA04	1184 Glenburnie Rd	Estate of M E HAIR	C/- Trustees Agency, 401 Collins St., MELBOURNE

SECTION 1 - INTRODUCTIONLocation

- 1.01 The Eden Park Estate is an 1889 subdivision comprising 1,299 allotments, mostly of 0.8ha. (2 acres) in area, within the Shire of Whittlesea. It is situated approximately 6 km west of the Whittlesea township and 40 km north of the Melbourne G P O (See Plan 2)

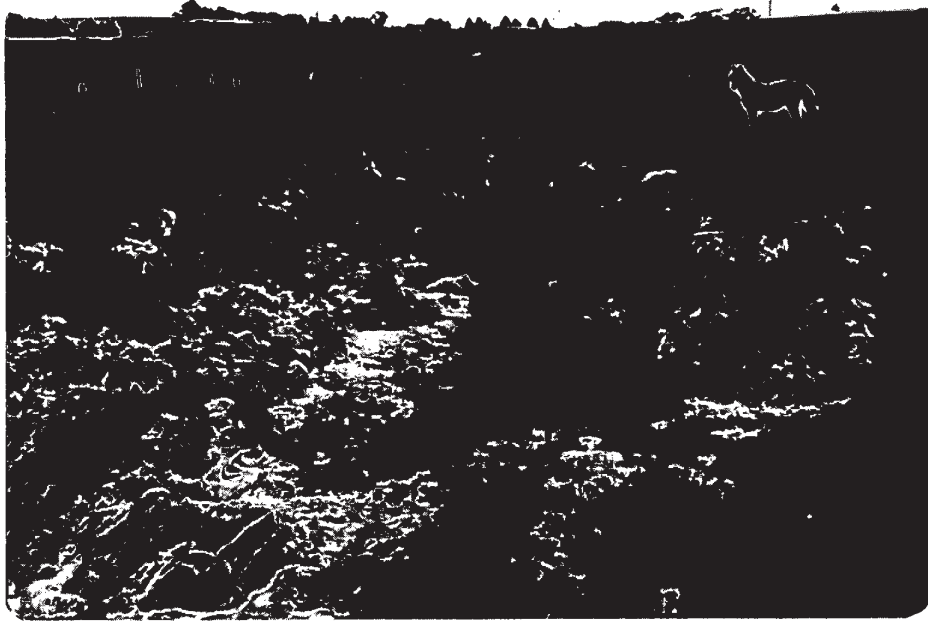
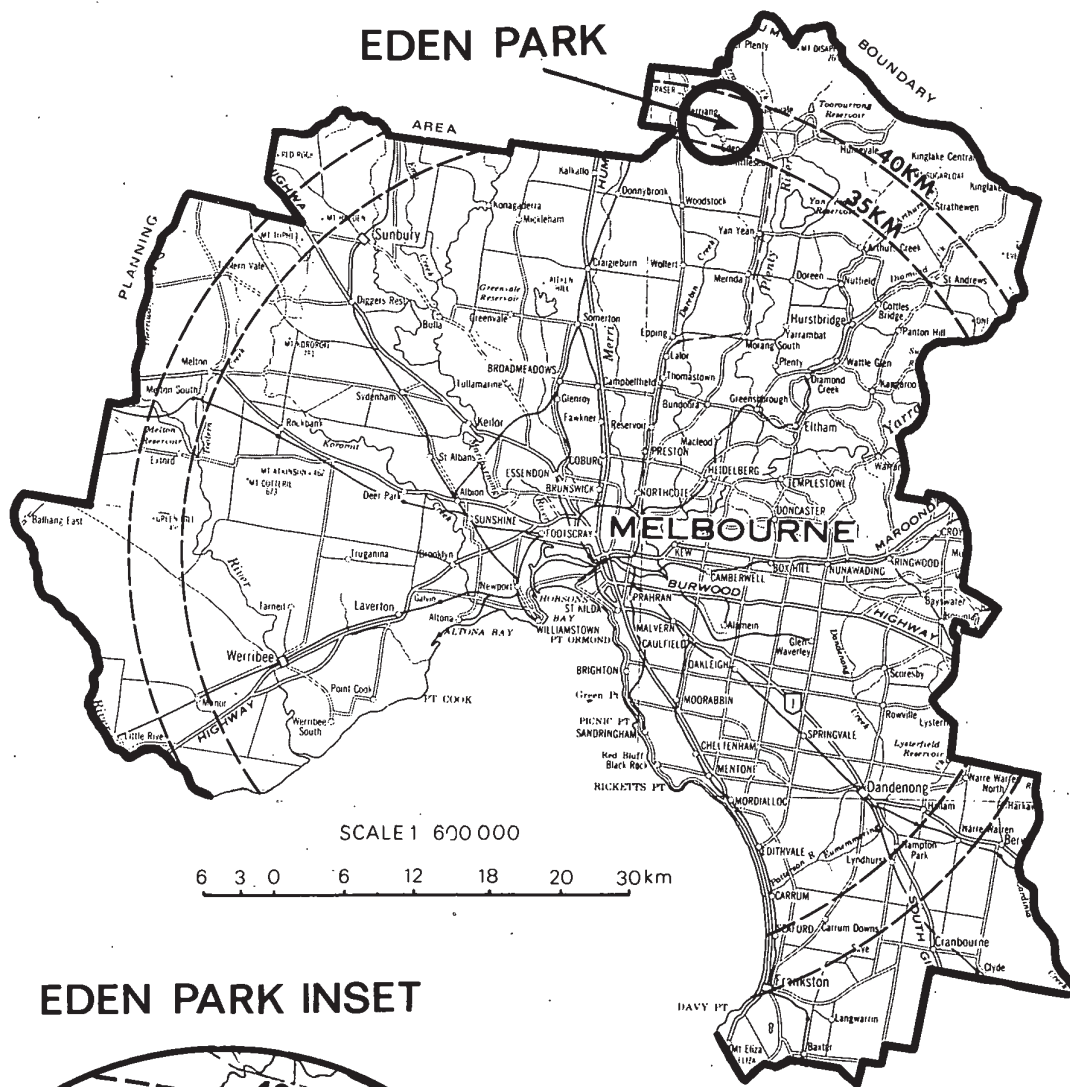


PLATE 1 - A gully near the junction of First and Sixth Avenues.

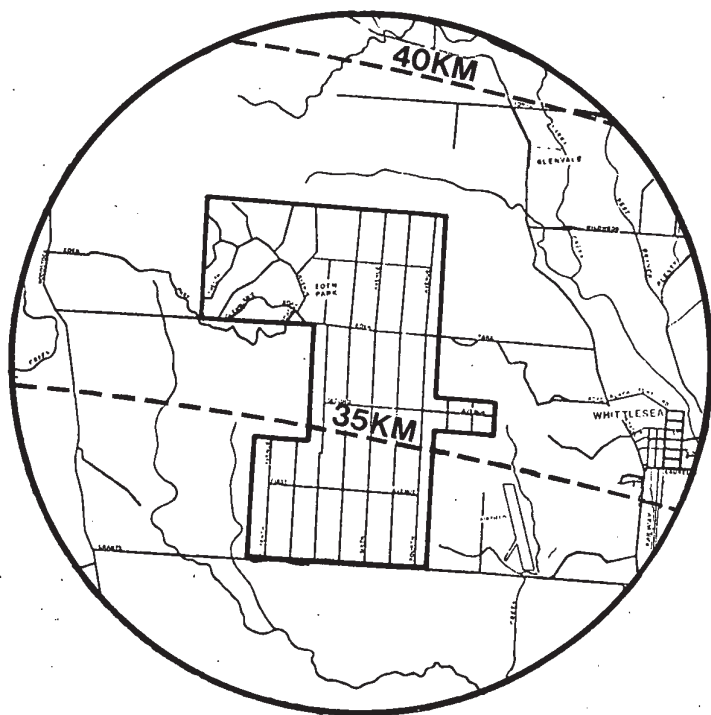


PLATE 2 - Undercutting on the outside of a bend along Barber's Creek.

EDEN PARK



EDEN PARK INSET



1 0 1 2 3 4 5km

- 1.02 On the 23rd April, 1969 the Melbourne and Metropolitan Board of Works took out an Interim Development Order over a large part of the Shire of Whittlesea including Eden Park to control unplanned development pending the adoption of a formal planning Scheme. The Planning Scheme, known as Amendment No. 3, Part 1A to the existing Melbourne Metropolitan Planning Scheme, was adopted by the Government in Council on 20 December 1978. The amendment included that part of the Eden Park Estate, east of Twelfth and Eighteenth Avenues, in a Corridor 'A' Zone (1,108 lots), and that part of the Estate west of Twelfth and Eighteenth Avenues, in a Conservation 'A' Zone. (189 lots)

Eden Park Working Committee

- 1.03 The Minister for Planning, had recommended that the amending planning Scheme include provisions relating to the Eden Park Estate as a holding action. This was on the understanding that a workable solution to the development problems of the estate would be prepared soon after and that any such solution would be the subject of a further amendment. On the Minister's initiative a working committee was established comprising officers of the Ministry for Planning, the Town and Country Planning Board, the Whittlesea Shire Council and the Melbourne and Metropolitan Board of Works, to examine the future of this old and inappropriate subdivision.
- 1.04 This resulting report identifies and evaluates alternative forms of development of the Eden Park Estate. The objective is to propose the highest level of use, consistent with the capability of the land to support such use in the long term.

SECTION 2 - THE HISTORY OF THE EDEN PARK ESTATEThe Creation of the Subdivision

- 2.01 Crown allotments were surveyed in 1839 and 1840 and sold by the Crown between 1840 and 1854. The area was originally known as Glenburnie, "Eden Park" being the subdivision name for the estate. (See Plans 3 and 4)
- 2.02 At the time of the survey for the subdivision in 1887 the Homestead (on Lot 687) was occupied by a Mr. Ewan Robertson. On the 31st January, 1888 Mr. Robertson entered into a contract for sale with a Mr. William Edgar Harold Phillips, Land Investor.
- 2.03 Mr. Barry C. Boys, Licensed Surveyor, signed the subdivision plans on the 4th March, 1889, and lodged L.P. 2644 at the Titles Office on the 24th April, 1889. L.P. 2645 was lodged on the 29th August, 1889. The subdivided area being described as Crown Allotments 1 and 2 of Section 8, Crown Section 9 and part of Section 7 Parish of Toorourrong and Section 6 and Crown Portion 18 Parish of Meriang, County of Bourke.
- 2.04 On the 22nd August, 1889, Mr. Phillips became the registered proprietor of the land described on Certificate of Title Volume 2173 Folio 533. The Burwood Land Building and Investment Co. Ltd., of 266 Pitt Street, Sydney is shown as becoming the registered proprietor on the 6th March, 1890 on Volume 2251 Folio 165.

The Sale of Allotments

- 2.05 Originally there were 1329 lots created by the subdivisions. (Currently 1,297 lots exist due to consolidations that have taken place).
- 2.06 J.W. Payne researched the following extracts of the selling of the Eden Park Estate lots for his book "The Plenty, a Centenary History of the Whittlesea Shire".

Prices £56 per 2 acre lot
£64 per 2 acre lot on a corner.

Terms were 60 equal monthly payments free of interest and amounted to 18/8^d per month for normal 2 acre lot and £1.1.4^d per month for corner lots. Facilities were available for loans against purchase money paid and periods of grace for illness, loss of employment etc. were available

Bonuses ranging from £2.10 up to £50 for the first 10 houses erected and completed before June 30th, 1889.

Selling Brochure the selling Agents, Phillips & Co., published a 30 page booklet called "Wrongs and how they may be Righted" to sell the allotments.

In persuasive text the agent appealed to persons of "limited means", market gardiner, small farmer and "tired" businessman. "Here the strained nerves and overtaxed brain, result of the high pressure rate at which we live and work in this present age, will find the rest and change which they need". Mr Payne has estimated that about 10% of the lots between Glenburnie and Grants Road were sold to small purchasers at the time of the original sale.

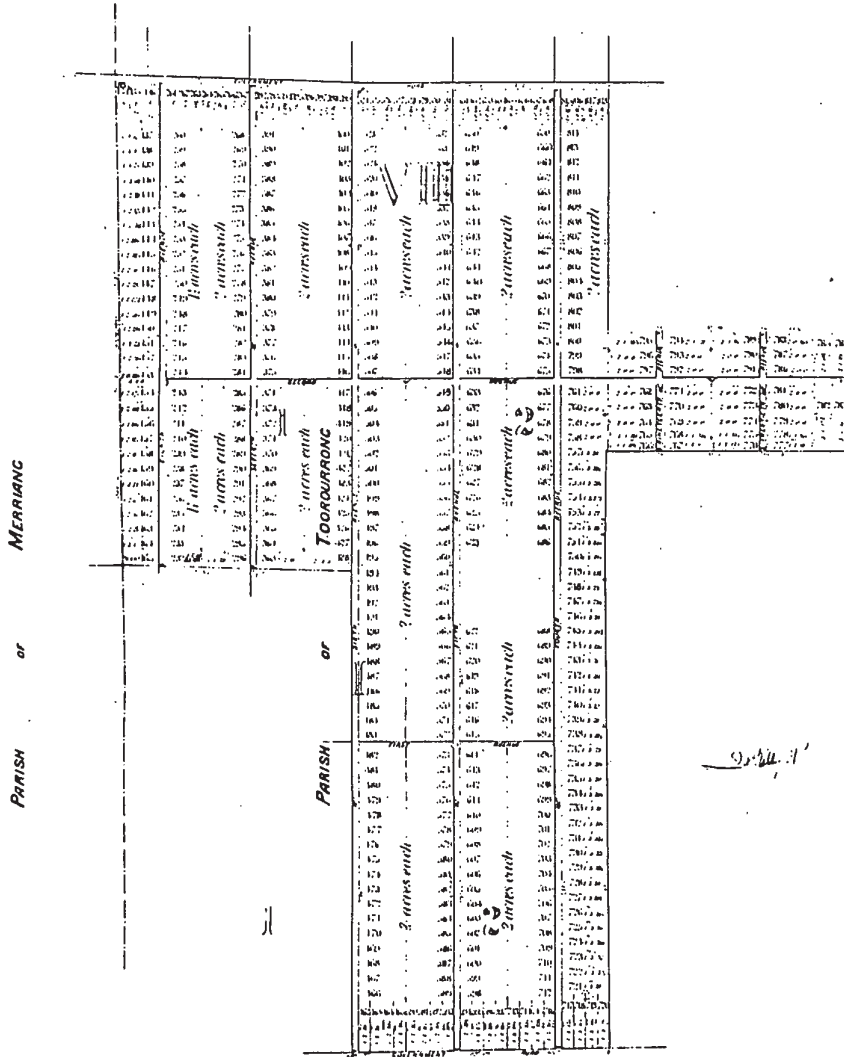
EDEN PARK

PARISHES
OF
TOOROURONG
AND
MERRIANG
COUNTY
OF
BOURKE
COLONY
OF
VICTORIA

TO
PURCHASERS
SECTION

62773/3.33

SCALE
8 chains to 1 Inch

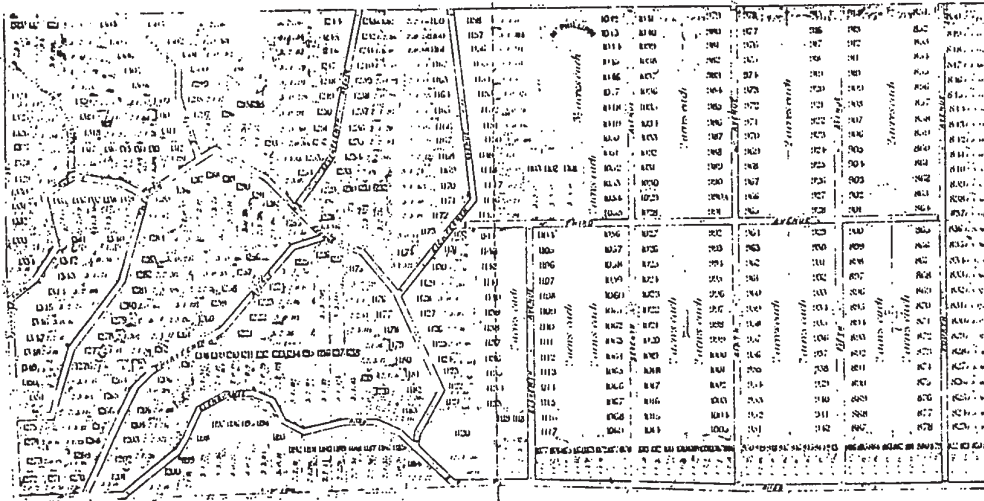


EDEN PARK

TU
1895

PARISHES
OF
TOOROURRONG
AND
MERRIANG
COUNTY
OF
BOURKE
COLONY
OF
VICTORIA

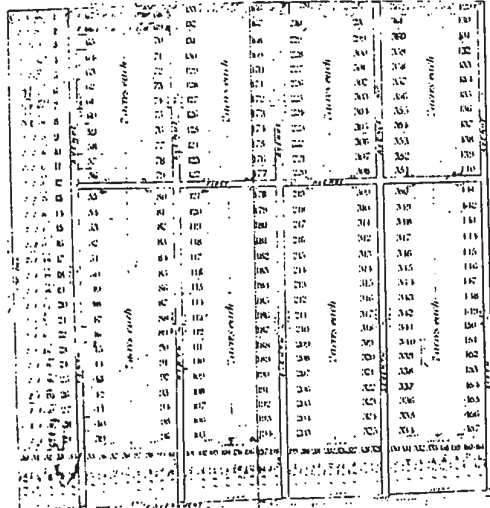
SCALE
8 chains to inch



PARISH OF MERRIANG

PARISH OF TOOROURRONG

2645
2646
2647
2648
2649



2645

Plan 4

In his book, Mr Payne indicates that "perusal of the Rate Book of the Shire of Epping shows that in 1901 upwards of one hundred persons of small means, domestic servants, retired clergyman, miners etc., were paying £1 per annum in rates for individual blocks with large areas still in possession of Burwood Building and Investment Co. Slowly the individual purchasers surrendered their blocks and the surviving settlers of over 30 families took over the area, much of it by adverse possession and for many years it became an area of small farms intersected by the estate avenues".

- 2.07 More recently the subdivision was rediscovered in the late 1960's. The 0.8 ha. (2 acre) blocks were aggressively marketed in 1969 at prices ranging from \$1700 to \$2200. Sales have continued from 1969 but have slowed since 1971.
- 2.08 A photocopy of a newspaper advertisement for the land in 1969 is attached as Figure 1.
- 2.09 In 1969 the average purchase price was \$2000 for a vacant 0.8 ha. allotment. More recently lots which have a planning permit for the erection of a detached house have been changing hands at prices from \$14,000 - \$18,000 with the occasional sale at \$20,000. Where no permit is available lots have been selling from \$6,000 to \$8,000, with the occasional sale in a poor location at \$3,000.
- 2.10 Allotments improved by the erection of a detached dwelling have been selling at prices from \$30,000 to \$70,000 depending upon the type and condition of the dwelling.

Ownership Details

- 2.11 According to the Whittlesea Shire Council's Rate Records there were approximately 450 individual owners in 1980. Of these approximately 350 were single lot owners, approximately 50 were dual lot owners and five owned more than thirty lots each.
- 2.12 The number of owners in the Eden Park Estate subdivision increased from the over thirty families mentioned by J.W. (Bill) Payne as follows:
- | | | |
|---------------|---|--------------------------------------|
| April 1969 | - | Approximately 120 individual owners. |
| December 1971 | - | Approximately 370 individual owners. |
| January 1980 | - | Approximately 450 individual owners. |

- 2.13 Table 1 shows the current ownership of the estate, derived from the Council rate records.

Existing Houses

- 2.14 An existing conditions plan, Plan 5, shows the location of existing detached houses. There are 175 detached houses in the Estate either constructed, or under construction. The section zoned Corridor 'A' has one hundred and forty-three of these houses whilst the balance of houses are in the Conservation 'A' Zone.
- 2.15 Most of the existing development in the Corridor 'A' Zone is concentrated in the centre of the Estate, bounded by Eighth and Seventh Avenues on the west and east and Third and First Avenues in the north and south. This central spine widens north of First Avenue to the east of Tenth Avenue and east of Seventh Avenue bounded by Second, Sixth Avenues and Glenburnie Road.

Our bank manager demands:

“REDUCE THE OVERDRAFT!”



NOW!

75 — 45 ONLY LEFT

2 acre lots ...each 165' x 528'
(equal to 10 building blocks)

EDEN PARK ESTATE

27 miles from the G.P.O. — via Whittlesea
— the “SATELLITE CITY” of the near future

\$1,700

...to \$2,200 maximum!

GENUINE 50% REDUCTION — COMPARE

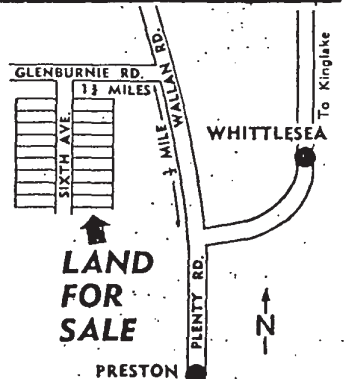
- All cleared, grassed and supered
- S.E.C. at vendors expense
- Terrific Investment potential
- Views from every lot
- Compare OUR prices!

BIG DISCOUNT for CASH!



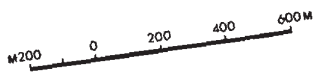
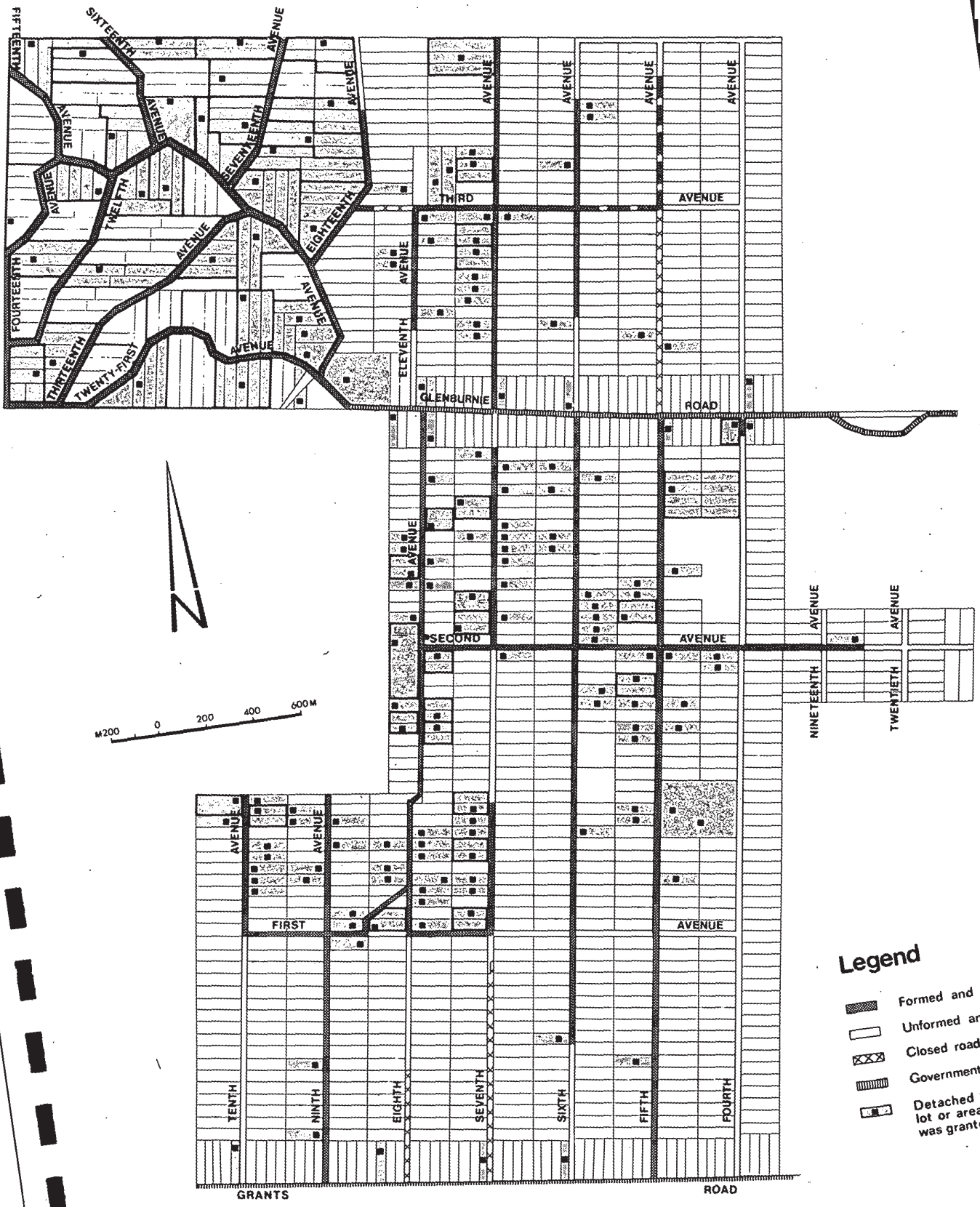
\$300 DEPOSIT!
\$8 weekly
4 YEARS TO PAY!
(6½% Interest)

LOCATION!








DIRECTIONS
Take Plenty Road via Preston to Whittlesea, proceed 1/2 mile along Wallan Road and turn left at Eden Park Estate sign into Glenburnie Road then continue 1 1/2 miles to Eden Park Estate on left hand side.

P.S. Millions of MUSHROOMS on estate! — BRING A BAG!



Legend

-  Formed and private road
-  Unformed and private road
-  Closed roads
-  Government roads
-  Detached house and h lot or area for which was granted

EDEN PARK : EXISTING CONDITIONS

Plan

- 2.16 In contrast to the random development of the Corridor 'A' Zone, the Conservation 'A' Zone has uniformly been developed in 4 ha. parcels in accordance with a permit issued in 1969.

Roads

- 2.17 Plan 5 shows formed Government Roads and formed, unformed and closed Private Roads. It can be seen that in parts of Fifth, Seventh and Eighth Avenues some lots have no legal access at present. All formed roads in the estate consist of formed earth roadway with thin natural gravel surfacing, earth table drains and pipe culverts across gullies and depressions. They are incapable of carrying continuous or heavy vehicular traffic without excessive maintenance.



PLATE 3 - Roadside erosion on Fifth Avenue to the north of First Avenue. Note the deposit of sediment behind the mound of earth at the bottom of the slope.



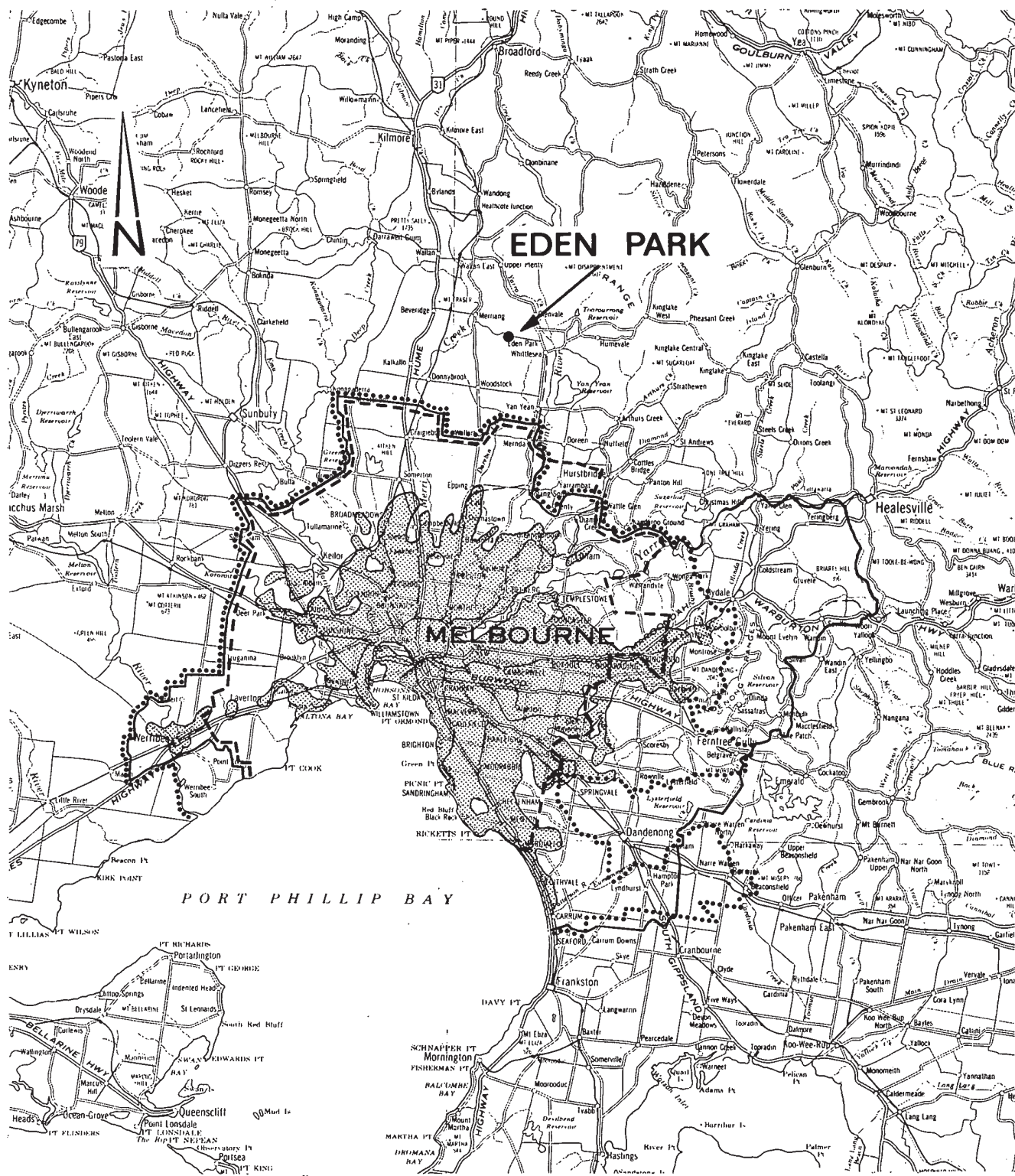
PLATE 4 - Roadside erosion
along Seventh Avenue
between Glenburnie
Road and Second
Avenue.

Provision of Services

- 2.18 There are no reticulated water, drainage or sewerage systems in the estate. The Estate is located over 8 km outside the Melbourne and Metropolitan Board of Works' water, sewerage and drainage boundary and over 18 km from the nearest sewerage area (See Plan 6).

Social and Community Facilities

- 2.19 There are no schools or pre-schools in the Eden Park Estate. A school bus takes children to the Whittlesea Primary School and the Whittlesea Technical High School. There is a Council owned pre-school centre in Whittlesea.
- 2.20 No public transport is available at Eden Park. However, a bus service operates between Whittlesea, Kinglake and Regent. Residents have to travel at least 6 km to Whittlesea for medical attention, shops, banks and a post office. Home Help Service and Family Day Care are available to families resident within the Shire. A swimming pool is located in Walnut Street, Whittlesea. The Mobile Library Service calls at Whittlesea twice a week: Monday 1.30 - 2.30 pm Whittlesea Primary School
Friday 6.30 - 8.00 pm Lime Street School
- 2.21 No recreational area exists within the estate, however, adjacent to the west is a 631 acre property dedicated to the State by a Miss Mair. At present it is currently held by her nieces and nephews who have a life interest. This land is heavily wooded and its survival as a flora and fauna park is threatened by dogs and cats of Eden Park Residents.



SCALE 1:600,000

Legend

- M.M.B.W. Water Supply Boundary
- M.M.B.W. Sewerage Boundary
- - - M.M.B.W. Drainage Boundary
- ▨ Serviced Area

MMBW SERVICE BOUNDARIES

SECTION 3 - PLANNING POLICIES AND CONTROLSPlanning Policies

- 3.01 A Ministerial Statement in 1975 established the following priorities for the future residential development of Melbourne :
- (1) Development of existing vacant serviced lots.
 - (2) Preferred Development Areas together with the declared satellite towns of Melton and Sunbury.
 - (3) The balance of undeveloped land located within the Reserved Living and other residential zones.
 - (4) The Investigation Areas named in the Metropolitan Investigation Area Study; (Town and Country Planning Board 1975) which are now zoned Corridor 'A' Zones. However, this land will only be released when the balance of the Reserved Living land has been utilised and in accordance with the objectives for the development of Melbourne and the rational provisions of services.
- 3.02 As at the 1st January, 1979, there were 1740 hectares of unsubdivided residential land in existing Reserved Living Zones in the Shire of Whittlesea. The lot consumption in the Shire of Whittlesea for the calendar year 1978 was 953 lots. A continuation of this consumption rate would ensure sufficient land in the Reserved Living Zones in the Shire to meet demand for a least the next 15 years.
- 3.03 It has been calculated that there is 7320 hectares of land available for development within the designated investigation areas of the Plenty Corridor. The planning or urban infrastructure services dictates that development proceeds in an orderly way from the South to North of the Corridor. Eden Park is located in the north-western extremity of the Corridor. If a consumption rate of 1500 lots per annum is assumed for the future development of the Plenty Corridor it would be at least another 25 years before subdivision at normal residential densities is justified in the Eden Park area.
- 3.04 However, a consumption rate of 1500 lots per annum in the Corridor Zone assumes that the built up area of Melbourne extends outwards in the future as in the past. This Board, in its recent publications "The Challenge of Change" March 1979 and "Alternative Strategies for Metropolitan Melbourne" November 1979, has suggested that a policy of containment might be preferable to a policy of urban spread. This policy would reduce the rate of residential expansion of the urban fringe whilst capitalising more rigorously on those development opportunities that exist in the present built up area of the metropolis.

Controls prior to 20th December 1978

- 3.05 The Estate was subject to dual planning control under both the Shire of Whittlesea and Melbourne and Metropolitan Board of Works Interim Development Orders (IDO) and its development has been influenced by decisions of the then Minister of Local Government, and the Town Planning Appeals Tribunal.

Council I.D.O. 1966

- 3.06 The land was, and still is, subject to the Shire of Whittlesea I.D.O. 1966 and is included in Schedule 1 to that order. The I.D.O. allows Council to consider an application for the erection of a house on any lot which was shown on a plan of subdivision sealed by Council prior to the commencement of the I.D.O. in 1966, notwithstanding that land being less than the 4 ha. required for new subdivisions under the provisions of the I.D.O..

M.M.B.W. I.D.O.'s 1968 and 1971

- 3.07 The Board's planning controls relate back to the 23rd April, 1969, when the Melbourne Metropolitan Interim Development Order, 1968 (Shire of Whittlesea) took effect over the subject land. The 1968 Whittlesea I.D.O. was replaced on the 1st December, 1971, by the Board's "Extension Area No. 2 100 as a precursor to the planning controls included in the final amending planning scheme. In administering the Orders the Board's policy was to grant permits for detached houses in the proposed Corridor and Conservation Zones where the sites are in excess of the required minimum subdivisional area of 12 ha. and 40 ha. respectively, or, to grant permits where a lot/s existed as a separate tenement (that is where no adjoining lot or lots was or were owned by the same person, persons or companies) at the commencement date (23rd April, 1969).

Minister's Dispensation

- 3.08 Following representations made to the Minister for Local Government in 1972 by the existing property owners, the Minister gave conditional approval for permits to allow the erection of homes for the personal residence of owners at the 1st December, 1971 (in lieu of 23/4/1969). Such application had to be made to the Board by the 31st December, 1973, and acted upon within specified periods. Permits were only issued on receipt of Statutory Declaration establishing applicant's bona fide intention to erect detached houses, and there was no provision to extend such permits. A total of 72 such "Minister's" permits were granted, of which 19 lapsed.

Town Planning Appeals Tribunal

- 3.09 In the period from the 23rd April, 1969, to the 20th December, 1978, the Town Planning Appeals Tribunal heard 57 appeals against the Board's refusal to grant a permit for the erection of detached houses on lots in Eden Park. Twenty-two permits were granted as a result of these appeals.

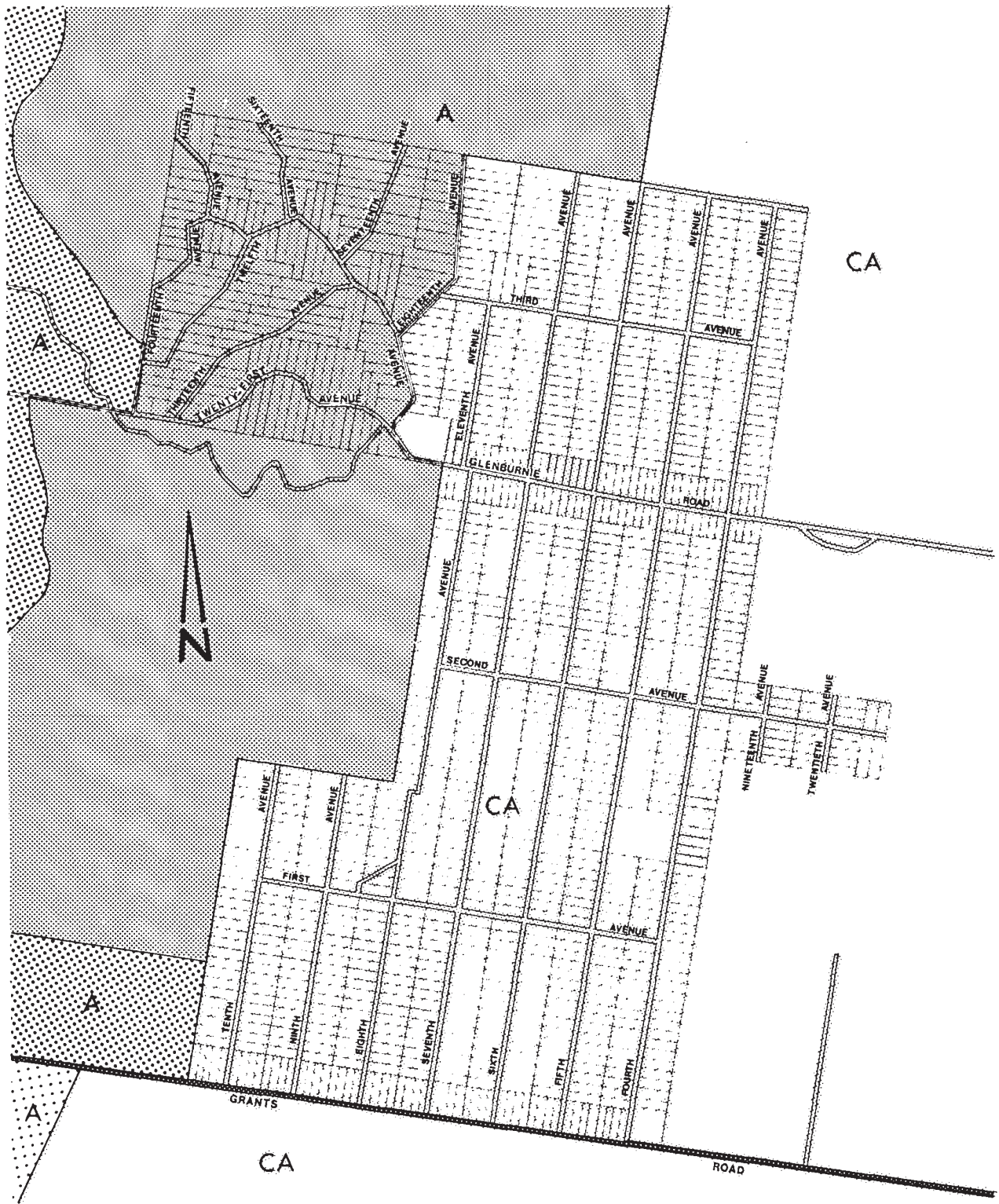
Present Planning Controls

- 3.10 Following the gazettal of the Amending Planning Scheme (1978), the Eden Park Estate is now controlled by the Melbourne Metropolitan Planning Scheme Ordinance, as well as the Council I.D.O. (See Plan 7)
- 3.11 The Corridor 'A' Zone and Conservation 'A' Zone are listed in the Table to Clause 7 of that Planning Scheme Ordinance. The erection of a detached house is allowed in both zones, subject to the specified conditions set down in Column 3 of the ordinance and reproduced in Fig. 2.

Conservation 'A' Zone






- 3.12 A permit was issued by the Board on the 22nd December, 1969, for the erection of 46 detached houses in that part of Eden Park included in the Conservation 'A' Zone. Thirty-two detached houses have been erected in accordance with the permit and therefore it would seem reasonable to control development in accordance with the permit already issued which is still current.

EDEN PARK



SCALE 1:30000

Legend

-  General Farming A
-  Landscape Interest A
-  Conservation A
-  Corridor CA
-  Secondary Road

EXISTING ZONING

Plan 7

TABLE TO CLAUSE 7 (Continued)

COLUMN 1	COLUMN 2	COLUMN 3		COLUMN 4	COLUMN 5
		PURPOSE	CONDITIONS		
Section 1C CORRIDOR "A" ZONE*	Afforestation Apiary Home Occupation Minor Utility Installation Passive Recreation Railway Road	Agriculture Animal Husbandry }	No detached house shall be erected unless in accordance with the condition applicable thereto as set forth in this Column.	Aerodrome Animal Boarding Establishment Animal Hospital Caretaker's House Dog Breeding Educational Establishment General Hospital Golf Course Health Centre Institutional Home Major Transmission Line Major Utility Installation Mental Institution Minor Sports Ground Open Air Cinema Pig Raising Place of Assembly Place of Worship Plant Nursery - Retail Poultry Farming Primary Produce Store Private Rubbish Tip Racecourse Racing Stables Reformatory Institution Research Centre Rural Industry Rural Recreation Show Ground Soil Removal	Any purpose not specified in any Column of this Section of this Table. Any purpose specified in Column 3 of this Section of this Table if the condition or conditions set forth opposite such purpose are not complied with.
		Detached House	The site comprises not less than 12 hectares or an allotment created pursuant to the provisions of Clause 20C (2)(b) or permission shall have been granted pursuant to Clause 11A or if prior to the 10th day of January, 1979 the site was comprised in land subdivided during the operation of an approved planning scheme and in accordance with the provisions thereof or of a permit granted thereunder and could then lawfully be used for the purpose of a detached house.		
		Flat	The flat forms portion of or is added to a detached house and not more than two flats are thereby created.		

See Clauses 11A and 20C

Inserted in AM. No. 21, Part BA. Amended by AM. No. 109.

TABLE TO CLAUSE 7 (Continued)

COLUMN 1	COLUMN 2	COLUMN 3		COLUMN 4	COLUMN 5
		PURPOSE	CONDITIONS		
Section 40A CONSERVATION "A" ZONE*	Apiary Road	Agriculture	No detached house shall be erected unless in accordance with the condition applicable thereto as set forth in this Column.	Afforestation Animal Husbandry Caretaker's House Home Occupation Minor Sports Ground Minor Utility Installation Passive Recreation Soil Removal	Any purpose not specified in any Column of this Section of this Table. Any purpose specified in Column 3 of this Section of this Table if the condition or conditions set forth opposite such purpose are not complied with.
		Detached House	This site comprises not less than 40 hectares or an allotment created pursuant to the provisions of Clause 20C (2)(b) or permission shall have been granted pursuant to Clause 11A or if prior to the 10th day of January, 1979 the site was comprised in land subdivided during the operation of an approved planning scheme and in accordance with the provisions thereof or of a permit granted thereunder and could then lawfully be used for the purpose of a detached house.		
		Flat	The flat forms portion of or is added to a detached house and not more than two flats are thereby created.		

See Clause 11A, 11C and 20C

Inserted in AM. No. 21, Part BA. Amended by AM. No. 109.

Corridor 'A' Zone

- 3.13 No permit is required for the erection of a detached house in the Corridor 'A' Zone provided the site has an area of at least 12 ha. Areas smaller than this might be able to obtain permits at the discretion of the MMBW, providing compliance with the provisions of Clauses 11A(1)(a)(i) and (ii) of the Melbourne Metropolitan Planning Scheme Ordinance is established (See Fig. 3).
- 3.14 Disregarding the current land ownership pattern a further 29 houses could be erected in the Corridor 'A' Zone.

The Implications of the Existing Controls

- 3.15 Option II illustrates the effect of maintaining the existing controls over the estate. Many other arrangements of the 12 ha lots are possible. Option II places them on the most suitable land.
- 3.16 At present 175 houses exist on 174 lots and a further 56 houses may be erected as a result of current planning permits. If no discretionary permits are issued under the provisions of Clauses 11A(1)(a)(i) and (ii) of the Melbourne Metropolitan Planning Scheme Ordinance, 331 lots would be left without permits which ever arrangement of the 12 ha. lots is undertaken.

FIGURE 3.

11A(1) Notwithstanding anything to the contrary in this Ordinance any land situate in a zone described in any of Sections 1C, 36A, 37A, 39A and 40A of the Table to Clause 7 may with the permission of the responsible authority be used for the purpose of a detached house if -

- (a) on the 1st day of December, 1971,
 - (i) the land could have been used for such purpose by or under an approved interim development order,
 - (ii) the land having an area of not less than one quarter of the area specified in the condition set forth opposite the purpose in Column 3 of the said Table comprised an allotment shown on a plan of subdivision approved by the Registrar of Titles or a Crown Allotment or part thereof or a Crown Portion or part thereof,
 - (iii) the land (not being land within the municipal district of the Shire of Whittlesea as lies more than a distance of 24.14 kilometres from the post office situate at the corner of Bourke Street and Elizabeth Street in the City of Melbourne) comprised one or more allotments shown on a plan of subdivision approved by the Registrar of Titles or a Crown Allotment or Crown Allotments or part thereof or a Crown Portion or part thereof and was on such date and has since continued to subsist as a separate tenement provided that such tenement shall be deemed to continue to so exist where the area thereof is increased,
 - (iv) the land consisted of one or more allotments shown on a plan of subdivision approved by the Registrar of Titles or a Crown Allotment or Crown Allotments or part thereof or Crown Portion or part thereof on none of which allotment, Crown Allotment or part thereof or Crown Portion or part thereof was erected a detached house and the land was comprised in a separate tenement having an area of not less than 8 hectares and which tenement contained only one detached house but so that not more than two dwelling houses may be erected upon the land comprised in the separate tenement on the said 1st day of December, 1971,
 - (v) the land on which no detached house is erected was comprised in a separate tenement having an area of not less than 8 hectares on which only one detached house was erected and consists of one of two allotments into which the responsible authority has concurrently with the permit granted hereunder, permitted pursuant to Clause 20C(2)(c) hereof the land to be subdivided.
- (b) on the 23rd day of April, 1969, the land being land within the municipal district of the Shire of Whittlesea as lies more than a distance of 24.14 kilometres from the post office situate at the corner of Bourke Street and Elizabeth Street in the City of Melbourne comprised one or more allotments shown on a plan of subdivision approved by the Registrar of Titles or a Crown

Allotment or Crown Allotments or part thereof or a Crown Portion or part thereof and was on such date and has since continued to subsist as a separate tenement provided that such tenement shall be deemed to continue to so exist where the area thereof is increased.

(2) Notwithstanding anything to the contrary in this Ordinance any land being not less than 8 hectares in area and situate in a zone described in any of Sections 1C, 36A, 37A and 39A of the Tables to Clause 7 upon which on the 1st day of December, 1971, a detached house was erected may with the permission of the responsible authority be used for the purpose of a second detached house but such permission shall in addition to any other conditions be subject to the following conditions -

- (a) the area of the land shall not be reduced,
- (b) the second detached house shall be occupied by a person engaged in carrying out the purpose for which the land is used at the date the permit is granted.

(3) In determining whether or not any permission pursuant to sub-clauses (1) or (2) hereof should be granted or what conditions (if any) are to be imposed if such permission be granted the responsible authority shall have regard to -

- (i) the primary purpose for which the land is zoned,
- (ii) the orderly and proper planning of the relevant zone,
- (iii) the preservation of the amenity of the neighbourhood,
- (iv) the capability of the land to accommodate the proposed development without detriment to the natural physical features or resources of the area including without affecting the generality of the foregoing the capacity of the soils and the water in the area to absorb wastes,
- (v) whether excision of any land permitted by or pursuant to any planning scheme or interim development order has prior to the 1st day of December, 1971, occurred in respect of the tenement under consideration.

SECTION 4 - COMMUNITY NEEDS

Household Attitude Survey

- 4.01 A survey of householders in Eden Park was conducted by the Town Planning Department of the Shire during February to April, 1978. Twenty four interviews were held with occupants, representing a sample of 14.7% of total households in Eden Park.
- 4.02 The intent of the survey was to obtain information on water tank capacity and annual household usage of water. Additionally, some questions were asked about community needs and facilities which residents expected would be provided in the near future.

Water Storage

- 4.03 The survey revealed that households with a storage tank capacity exceeding 10,000 gallons experienced no shortage, even during dry summer months. However, owners of three households with only 10,000 gallons stated that during the first year of residence they purchased an additional 1,000 gallons before they learnt to conserve their supply.
- 4.04 A number of allotments have dams and where the dam supply has been tapped, residents are able to supply water to gardens and for growing vegetables.
- 4.05 The smallest tank capacity was 3,000 gallons (two households) and both owners found it necessary to purchase additional water, annually. The smallest tank capacity where no additional water has yet been required was 6,000 gallons. However, this was one household only.

Community Facilities

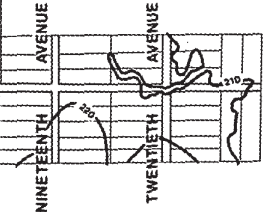
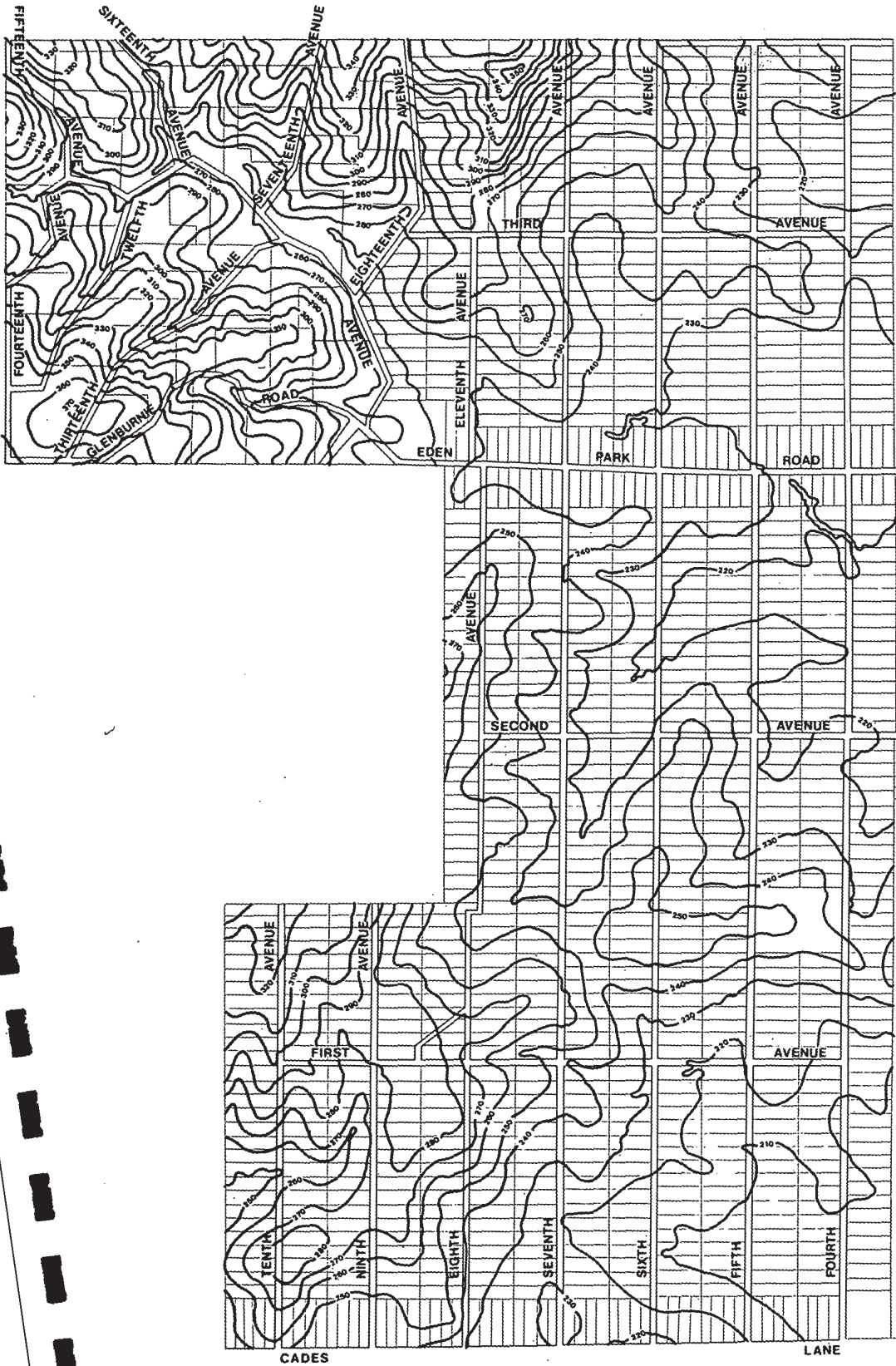
- 4.06 All residents interviewed were concerned with the state of the roads as each household is reliant upon the use of a car for journeys to work and purchase of household needs. Not all residents however requested the sealing of all roads but rather more frequent grading of the estate roads and the sealing of access roads to Merriang and Plenty Roads.
- 4.07 Weekly shopping trips are widely varying, since Whittlesea does not provide the variety of foodstuff for comparison shopping and residents tend to select Regional Shopping Centres close to their place of work or according to the purchase they wish to make. Greensborough featured prominently as a choice for weekly shopping trips with Lalor or Northland preferred by the majority of the remaining households interviewed.
- 4.08 A number of residents suggested a "corner" store to cater for their day to day food requirements.
- 4.09 Generally, the residents interviewed were satisfied with the lack of development at Eden Park as it suited their lifestyle. Most had moved to the area without any expectation of road improvement or the provision of facilities normally found in planned neighbourhood communities. However, all persons interviewed were not aware of the large number of existing allotments or the expected population of Eden Park if full housing development was allowed. In fact, the idea of increased vehicular traffic on the existing roads was abhorrent to all residents interviewed. The residents were also satisfied with the existing juxtaposition of houses and were concerned with a possible detrimental affect to their amenity should the housing density be permitted to increase.

SECTION 5 - ASSESSMENT OF PHYSICAL & AESTHETIC RESOURCESPhysical Land Description

- 5.01 The Eden Park Estate consists of gently undulating hills and wide valleys which merge westwards into sharply dissected hills with steep slopes. In the eastern section a rectangular subdivision grid was superimposed on the land with no regard for slopes, soil types, drainage lines or flood prone areas. Contours are shown on Plan 8.
- 5.02 The soils generally have a shallow A horizon with a loam or clay loam surface texture, and usually have a high percentage of gravel. It overlies a poorly drained, dispersible clay B horizon highly susceptible to tunnel and gully erosion.
- 5.03 Eden Park has two distinct land systems:
- (i) The Western section of Eden Park is based on Lower Palaeozoic sandstone and slates which are steeply dipping and strike approximately North-South, which results in a landform of sharply dissected low ridges with steep slopes on sharp spurs. The soils are very stony and primarily of a duplex nature. The major hazards on this type of land are high gullying and moderate sheet erosion, with the possible deterioration of adjacent lands by erosion and siltation.
 - (ii) The Eastern land system is based on Lower Palaeozoic sandstones, mudstones and shales, which has resulted in gentle low hills, rounded ridges, gentle slopes and many low lying drainage areas. The soil is primarily duplex, with a high clay and gravel content. It has low permeability and is susceptible to low sheet and tunnel erosion and some deep gullying.

Drainage

- 5.04 Eden Park covers an area of approximately 1100 hectares, and is drained by Barber's Creek and its headwater tributaries. Also an area of approximately 570 hectares to the north-west of Eden Park drains into this system and would have to be taken into account in the design of any drainage strategy for the Eden Park area. A small area to the northeast drains eastwards into the Bruce's Creek system.
- 5.05 Runoff is retarded within some of the subcatchments by on - and off - stream dams. The dams are generally small in size and are mainly located within minor tributary catchments. A number of dams are known to have failed, probably due to a combination of poor design and lack of maintenance.
- 5.06 Small dams have been constructed on some of the allotments on which houses have been built, but the dams are not always ideally sited to minimise runoff. Most of the developed allotments appear to be well-vegetated and this could be expected to aid infiltration. Runoff from the roofs of buildings is collected, almost without exception, in storage tanks.
- 5.07 Road surfaces in Eden Park are unsealed. Along some roads, runoff is diverted into the paddocks at regular intervals, but along the majority of the roads it follows the grade to the nearest watercourse.



Legend

 Contours (10 metres)

EDEN PARK : TOPOGRAPHY

Plan



PLATE 5 - Diversion channel for road runoff. Fifth Avenue, 200 metres north of Grants Road

Flooding

- 5.08 Lowlying land along the downstream reaches of the Barber's Creek drainage system is subject to flooding or waterlogged conditions. The extent of inundation varies considerably from locality to locality. The stretch of Glenburnie Road between Sixth and Eighth Avenues is flooded from time to time. To date, development has not occurred in the flood prone areas.

Erosion

- 5.09 The soils of the Eden Park area are extremely susceptible to erosion. Sheet, tunnel and gully erosion can be observed and, along a number of creek courses, the banks are being severely eroded. These types of erosion are summarised below and discussed in greater detail in Appendix 2. To date, however, no houses or buildings are threatened by erosion.
- 5.10 Sheet erosion is not widespread, generally being confined to the tops of the creek banks. In some localities rilling has developed (Plate 7). Incipient sheet erosion has been observed along the side of a recently constructed dam in an allotment grazed by sheep. Widespread sheet erosion occurred in the Woodstock area to the west of Eden Park during the early 1940's.
- 5.11 Deep slot-like gullies are extending headwards along some headwater tributaries (Plates 8, 9 & 10). If not stabilised they will continue to develop.

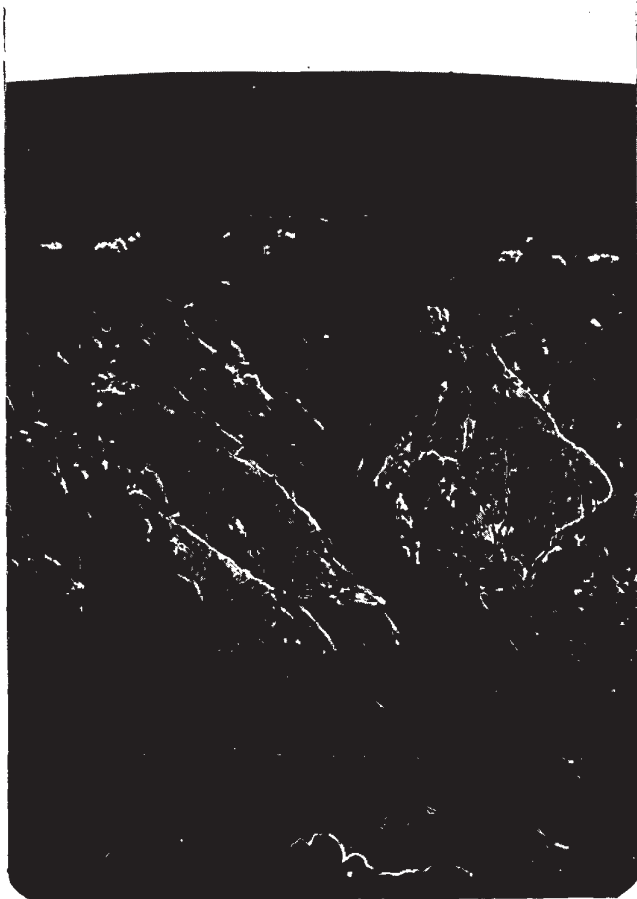


PLATE 6 - Tunnels and a collapsed tunnel in one of the creek banks shown in Plate 12. Extensive sheet erosion can be seen on the hillside in the background.



PLATE 7 - Sheet erosion along a creek bank south-east of the junction of First and Sixth Avenues.



Plate 8 - Gully Head
Eighteenth Avenue

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Plate 9 - A tributary of the
gully shown in plate
8. Erosion along this
gully has almost
certainly been
exacerbated by
runoff from
Eighteenth Avenues.

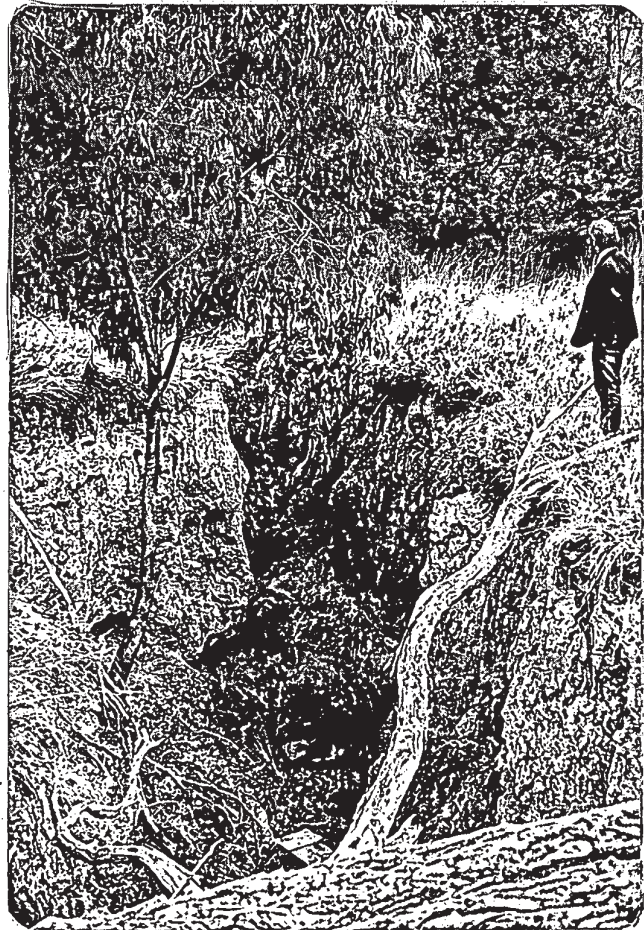




PLATE 10 - Deep gully head
100 metres
south-west of the
junction of First
and Ninth Avenues.

- 5.12 Along some of the major watercourses in the area accelerated fluvial erosion has caused considerable creek incision and widening (Plates 11 & 12). Along these reaches of the creeks the banks are vertical or sub-vertical. Erosion was observed to be more severe immediately downstream of a number of bridges and culverts.

PLATE 11 -

Bank erosion
downstream
from Sixth
Avenue just
south of
First Avenue.





PLATE 12 - A severely eroded section of Creek immediately south of Grant's Road to the west of Woodside Court.



PLATE 13 - Stilling pond at the bridge over Barber's Creek on Glenburnie Road between Fourth and Fifth Avenues.

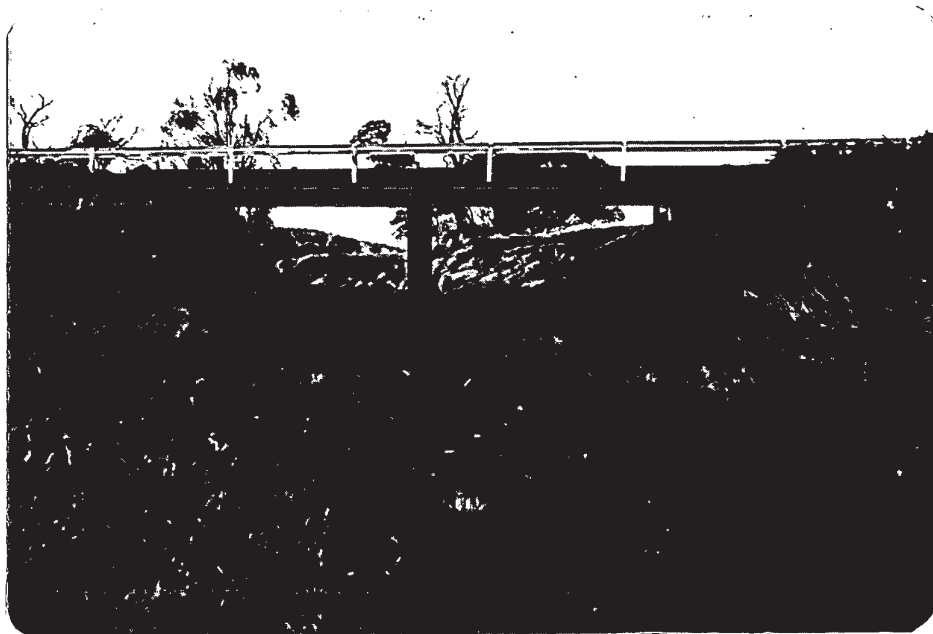


PLATE 14 - Looking upstream towards the stilling pond shown in Plate 13. The well-vegetated nature of the banks downstream of the bridge can be clearly seen.



PLATE 15 - Rills on the edge of a gully bank near the junction of First and Sixth Avenues.



PLATE 16 - Bank degradation by overland flow (location on Plate 15). The shallow gully is probably the remnant of a collapsed tunnel. Fine sediment from the tunnels has been deposited on the gully floor.

- 5.13 Immediately upstream of these structures, however, erosion was generally far less pronounced, presumably because of lower flow velocities resulting from ponding.
- 5.14 Many of the eroded creek banks are riddled with tunnels (Plates 6, 17 & 18). The collapse of these tunnels is a factor contributing to bank degradation. The following prerequisites for tunnel development occur in the Eden Park area:-
- . that the subsoil should be highly dispersible and prone to cracking during dry periods;
 - . that a relatively impermeable surface crust should develop during dry periods, particularly where the vegetation cover is sparse or patchy, and
 - . that there should be a marked dry season with occasional heavy storms

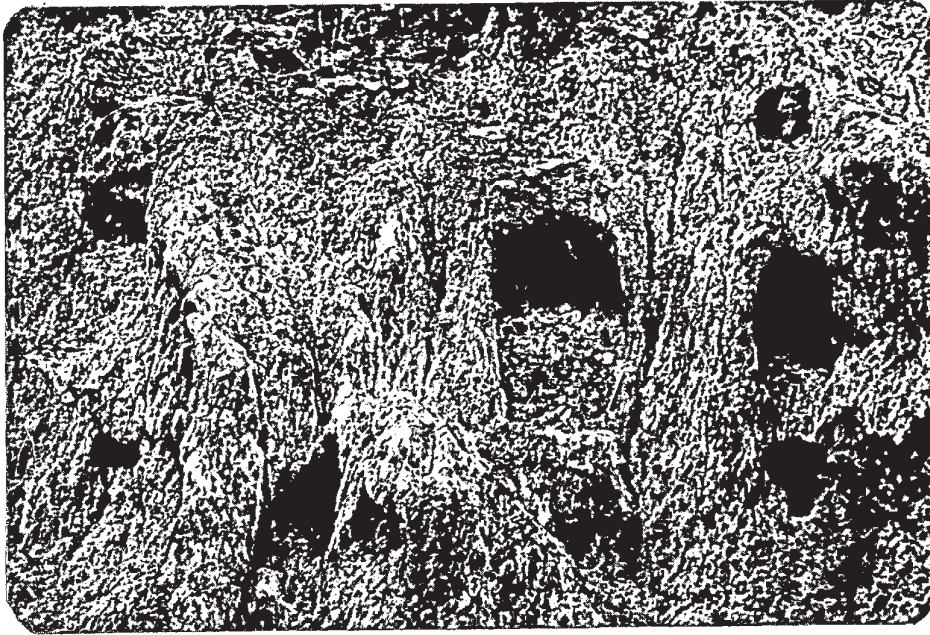


PLATE 17 - Close-up of some tunnels adjacent to those shown in Plate 6.
Note the biro for scale.

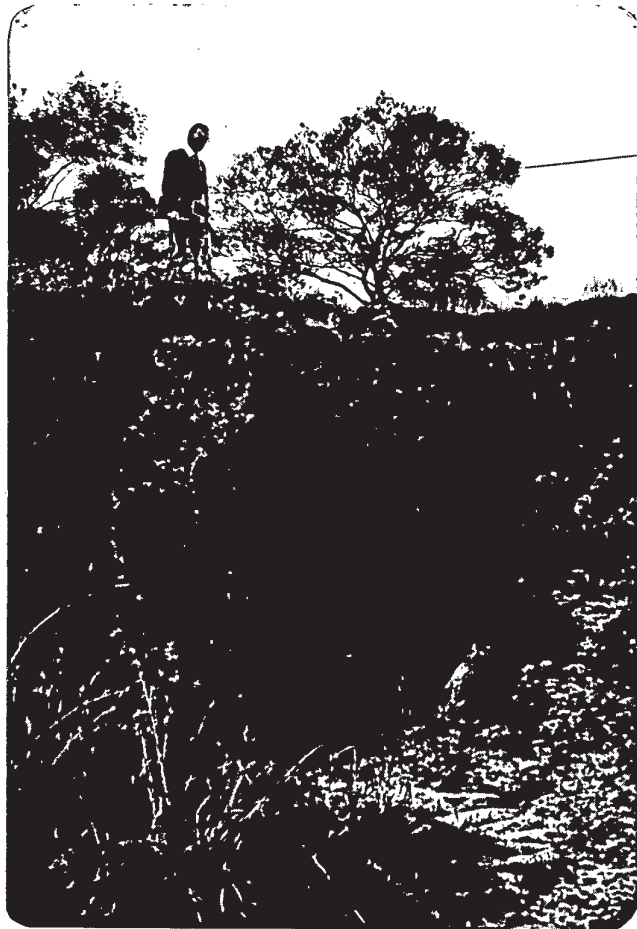


PLATE 18 -

A partially collapsed tunnel in the same locality as those shown in Plates 12 and 6. Runoff from Grant's Road may have accelerated the development of this tunnel.

- 5.15 Erosion is occurring along the sides of some of the roads. It is particularly pronounced along Fifth Avenue between First and Second Avenues; a deep rill or incipient gully has developed and sediment has been deposited at the base of the slope (Plate 3). Serious erosion can also be observed at a culvert at Sixth Avenue immediately south of First Avenue. Here runoff from an area of bare ground adjacent to the road has formed a tunnel and one of the wing walls of the culvert is being undermined (Plates 19 & 20).

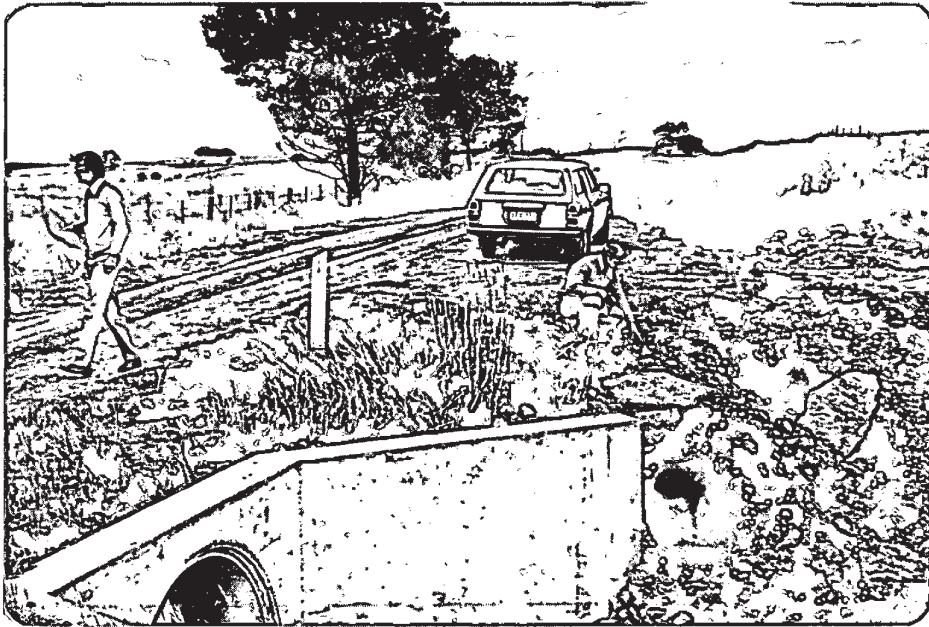


PLATE 19 - Tunnel erosion by the side of a culvert on Sixth Avenue immediately south of First Avenue.



PLATE 20 - Undermining of a wingwall of the culvert shown in Plate 19.

Pollution Considerations

- 5.16 The soils have a moderate to low capability to support rural/residential development principally because of the poor soil quality and terrain characteristics, which severely limit the capacity of the land to dispose of household effluent.
- 5.17 Pollutant loadings were generated (in terms of Total Nitrogen and Total Phosphorus) for three hypothetical development studies:- (1) full housing development (2) discretionary development, based on existing planning control; and (3) restricted development, based on land capability. The estimated pollutant loadings representing the excess load at the end of the soil absorption system are:
- | | | |
|---|----------------------------|---|
| 1 | Full Development: | Total Phosphorus = 9kg./day @ 20mg./LP.
Total Nitrogen = 29kg./day @ 60mg./LN. |
| 2 | Discretionary Development: | Total Phosphorus = 2kg./day @ 20mg./LP.
Total Nitrogen = 8kg./day @ 60mg./LN. |
| 3 | Restructured Development: | Total Phosphorus = 2kg./day @ 20mg./LP.
Total Nitrogen = 5kg./day @ 60mg./LN. |
- 5.18 These figures represent the sum total of pollutants which would be generated at the end of the soil absorption systems. No estimate has been made as to the subsequent passage of the wastes from the soil absorption system to farm dams and/or to streams.

5.19 The above figures show a marked contrast between the nutrient loadings generated under each development study. There is a greater than four-fold increase in the Total Phosphorus loads under full development as compared to restricted development and a greater than five fold increase in Total Nitrogen loadings. Hence the greater the amount of development, the greater the amount of stress placed on the system and any waste which is not capable of being absorbed will be released as runoff and will ultimately affect the quality of Barber's Creek and in turn the Plenty River.

5.20 Although wastes may be adequately contained within property boundaries during times when the ground is relatively dry, in winter the excess wastewater would drain into the creek system. The bacterial and virus content of the effluent, as well as the nutrient loadings, would be high and would be likely to cause the water quality of Barber's Creek and its tributaries to contravene the objectives for beneficial uses which have been proposed by the Environment Protection Authority. Even during dry weather, the resultant pollution of farm dams from ineffective absorption fields could render them a health hazard to children playing in or near them.

Suggestions for On-Site Disposal of Wastewater

5.21 Sullage wastewater should be passed through a septic tank/soil absorption system. Preferably, a separate septic tank should be provided for the sullage wastes. Otherwise, an all-waste septic tank should be used.

5.22 For dwellings located on terrain where the slopes are sufficiently steep for surface mounds utilizing evapo-transpiration, imported suitable soils for the construction of the soil absorption system should be used. Where slopes are flatter subsurface sand filters should be constructed.

5.23 For allotments on the valley floor, if there is no constraint on the building permit, transportation of wastewater from the property would be required for satisfactory all year round wastewater disposal.

5.24 Recommended set backs for soil absorption systems are as follows :

From streams - 25 m
 From drainage easements - 25 m
 From wells - 100 m
 From dams - ideally 100 m

5.25 The Council should ensure adequate construction and maintenance of on-site wastewater disposal systems.

Assessment of Land Capability for the Corridor 'A' Zone

5.26 Capability of land is the physical capacity of an area to support specific land uses and associated buildings or works. It is dependent upon:

- (i) the physical characteristics of the land;
- (ii) the level of management and inputs available;
- (iii) the use to which the land is put.

5.27 The land was assessed for its capability to support 'rural-residential' (or low density residential) development assuming that there would be no provision of reticulated water and sewerage and that all future dwellings will be served by an all-waste septic system. The assessment procedure

used land capability rating tables, formulated by the Soil Conservation Authority (SCA). For the purpose of Land Capability Assessment, the S C A categorises the land into five capability classes which are graded from Class 1 (Very Good) where normal safe management practices will minimize deterioration, even under intensive subdivision; to Class 5 (Very Poor), where the high degree of hazard imposed by the land characteristics makes the area totally unsuitable for rural/residential development.

- 5.28 The first step in deriving a capability rating for the land was to eliminate from further consideration land with the two most limiting factors, being lands susceptible to flooding and land with slopes of greater than 30 percent. Such land was classified as Class 5 (Very Poor) whereas land with slopes of between 15 and 30 percent was classified as Class 4 (Poor).
- 5.29 Following the initial step, other factors such as soil types, the existence of drainage lines, catchment areas and vegetation cover and vegetation cover were considered to determine the various classifications of the remaining land. Five major landforms were recognised using aerial photographic interpretation and topographical maps. A detailed field soil survey was performed using techniques developed by K H Northcote (1971) to recognise texture, structure, primary profile forms and other pertinent properties of the soils. From these samples the capability ratings were derived for each of the land systems within these major land forms.

Landforms

Crests and Ridge Lines

- 5.30 Western Land System: Class 5
- Very High Gravel and Stone Content - 70 percent
 - Depth to Seasonal Water Table - 75 mms
 - Depth to Impervious Layer - 75 mms (High Clay Content B Horizon)
 - Weak Structure

- 5.31 Eastern Land System: Class 4
- Extremely Heavy Clay, Blocky Structure
 - Dispersible Clays greater than 15 percent
 - Depth to Impervious Layer - 120 mms
 - Depth to Seasonal Water Table - 199 mms

Steep Side Slopes

- 5.32 Western Land System Only: Class 4
- Very High Gravel and Stone Content - 40 to 60 percent
 - Depth to Seasonal Water Table - 100 mms
 - Weak Structure

Intermediate Slopes

- 5.33 Western Land System: Class 4
- High Gravel and Stone Content - 40 percent
 - Very Heavy Clay, Blocky Structure
 - Depth to Seasonal Water Table - 100 mms
 - Depth to Impervious Layer - 100 mms
 - Dispersible Clays greater than 15 percent

5.34 Eastern Land System: Class 4

- Very High Gravel and Stone Content - 70 percent
- Depth to Seasonal Water Table - 125 mms
- Weak Structure

Long Gentle Slopes

5.35 Western Land System: Class 3

- High Clay Content, Blocky Structure
- Depth to Seasonal Water Table - 150 mms
- Depth to Impervious Layer - 150 mms
- Gravel and Stone Content - 30 percent

5.36 Eastern Land System: Class 3

- Gravel and Stone Content - 30 to 40 percent
- Gravel layers frequent at 120 mms
- High Clay Content, Blocky Structure
- Depth to Seasonal Water Table - 150 mms
- Depth to Impervious Layer - 150 mms

Low Lying Drainage Areas

5.37 Western Land System: Class 3

- Gravel and Stone Content - 20 to 40 percent
- Weak Structure
- Imperfect Drainage

5.38 Eastern Land System: Class 3

- Gravel and Stone Content - 25 to 40 percent
- Occasional Gravel Layer at 125 to 150 mms
- High Clay Content, Blocky Structure
- Imperfectly Drained

5.39 The above study revealed that the land capability over the entire estate ranges from Fair (Class 3) to Very Poor (Class 5), as shown on Plan 9. The lack of any Class 1 or 2 land confirmed the unsuitability of full development of the estate.

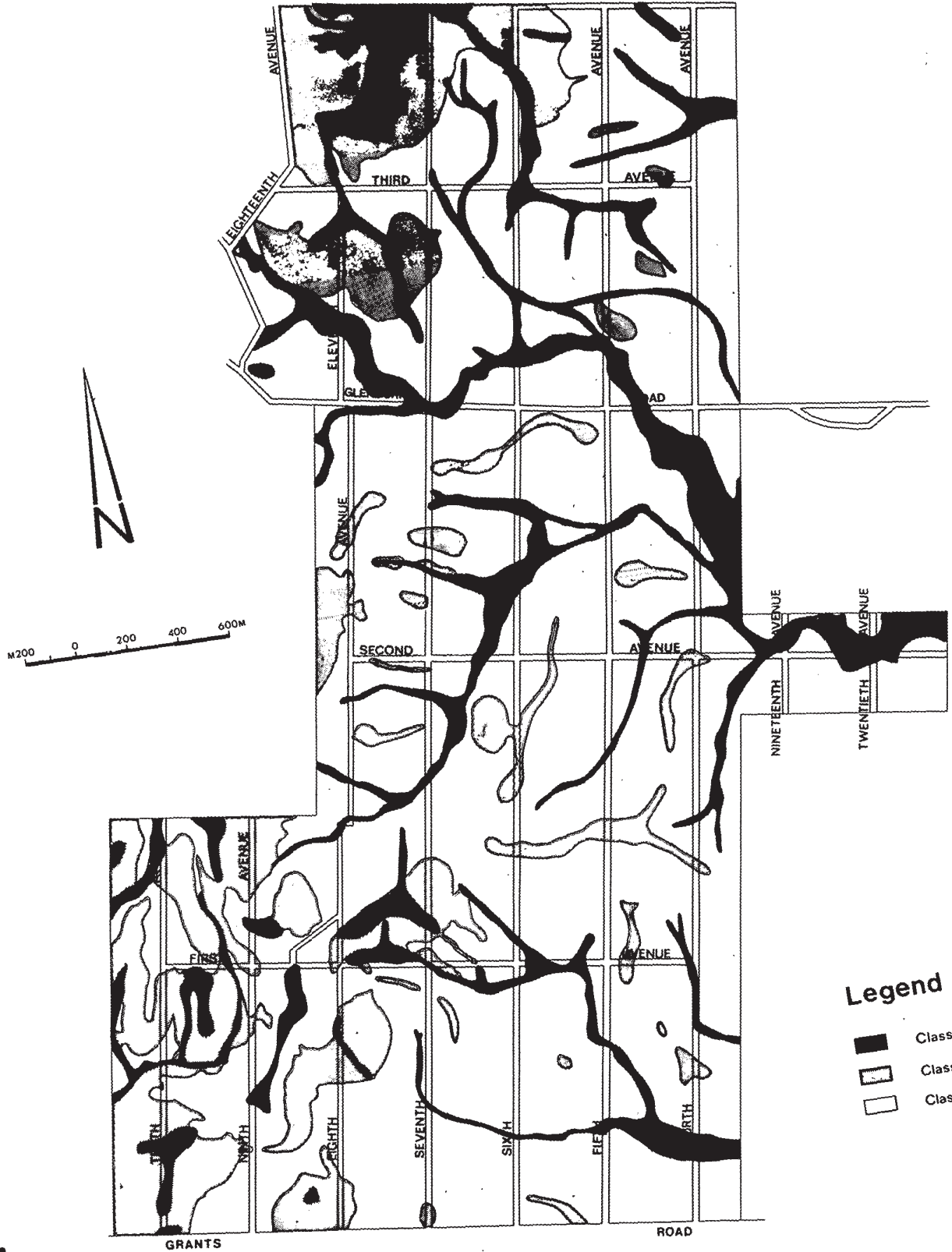
5.40 To illustrate this the capability function was determined for every block, as if for full development. (See Table 2) This shows that 994 houses might be erected at Eden Park, but of these a total of 846 lots have a capability function of less than one, with 825 of these being less than 0.3.

TABLE 2 - LAND CAPABILITY FUNCTIONS FOR FULL DEVELOPMENT OF EDEN PARK ESTATE - CORRIDOR ZONE ONLY

Capability Function (1.0 - 100%)	0.0	0.1	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.9	1.0	1.1	1.2	1.3	1.4	1.5	More than 1.5	Sub Totals	Total Lots
Developed Lots	8	54	63	9	3	1	-	-	2	-	1	-	1	-	-	1		143	
Undeveloped Lots	41	284	499	7	4	2	3	2	1	2	2	-	2	1	1	-	-	851	994

All lots accounted for

* Undeveloped Lots include lots which have a valid permit for the erection of a house.



EDEN PARK : LAND CAPABILITY FOR RURAL RESIDENTIAL

Plan

- 5.41 The capability function is a ratio of the area of a lot compared to the area of land required for rural-residential use. Thus, a capability function of one or greater implies that a lot may adequately cope with its development for residential use, while land with a capability function of less than one would be unsuitable for such development.
- 5.42 Under these circumstances, full development of the 'estate' could only be permitted in conjunction with the sealing of all roads; provision of a full drainage service, including construction of retarding basins; and the stabilisation of all bare soil, which would require provision of a reticulated water supply. A high rate of failure of on-site effluent absorption systems could be expected on the small allotments, with a resulting high level of pollution. Thus, complete sewerage reticulation would also be a necessity.
- 5.43 The costs associated with such a programme outlined above would be prohibitive: \$6m. would be required for reticulated sewerage plus \$2m. for an effluent outfall; \$5.3m for reticulated water; expenditure in excess of \$3m. on channel improvement and underground drainage works; and over \$4m. for construction of roads.
- 5.44 If some or all of these provisions were not met full development could potentially cause the most detrimental effects to the drainage system, the greatest deterioration in water quality, accelerated erosion, sedimentation and flooding of dwellings in some areas.

Landscape Assessment

Issues

- 5.45 On the northern and western margins of the estate the hills afford panoramic views north east to the Kinglake escarpment, south east to the valley of the Plenty River and the basalt plains to the south. Although Eden Park has an open Landscape, it is only visible from its eastern approach roads. The eastern section has almost entirely been cleared except for scattered eucalypts along Barber's Creek upstream from Seventh Avenue and also along the north west boundary of the estate.
- 5.46 The rectangular grid of the eastern section ignores the topography resulting in poorly sited roads which, combined with the shallow top soil and dispersive clay subsoil have resulted in roadside erosion on steep gradients. Excessive erosion and house and driveway excavation have produced significant landscape degradation.
- 5.47 In the Northwest section the roadside verges are well vegetated, heightening the landscape interest of the area and contrasting with roadsides in the eastern section which are in most cases devoid of any significant vegetation.
- 5.48 Tree plantations in strategic locations along Eighth Avenue, Seventh Avenue north and south of Glenburnie Road and along Sixth Avenue north of Second Avenue would help to 'hide' houses and sheds in the future.
- 5.49 Residential development has occurred on 12% of allotments east of Eleventh and Eighth Avenues. Many of these houses are situated on areas of relatively high elevation and positioned to take best advantage of the views to the north and east. Conversely, most of these houses are visible from other viewpoints within the estate. On the treeless ridges north of First and Second Avenues and Glenburnie Road the houses and telegraph lines are particularly discordant with their environment.

Assessment

- 5.50 The landscape of Eden Park has been assessed using two different approaches: an assessment of the degree of exposure or visibility of all parts of the estate from 30 selected viewpoints within the estate and also an assessment of aesthetic landscape quality.
- 5.51 The 'visual sensitivity' approach identified particularly sensitive areas which are visually prominent from many parts of the estate. The degree of sensitivity was found to be dependent on the landform configuration, presence/absence of trees and distance from subdivision roads. While all 'very sensitive' areas identified are located on or around ridges or crests, not all ridges have necessarily been included in such areas. Distance tends to 'soften' the impact of housing development while elevation generally increases the viewing distance and aesthetic appeal of the landscape. In some views the prominence of residential development in the landscape is reduced by the presence of the Kinglake escarpment in the background. Areas denoted on map as being 'least sensitive' are those which are least visible from within the estate or from its eastern approach roads. Although much of the estate has not been marked as either 'very sensitive' or 'least sensitive', most of the houses in the remaining areas are visible, if not prominent, from the ridges shown on the base map. This applies particularly to the land bounded by Second Avenue and Glenburnie Road.
- 5.52 It was found, not unexpectedly, that treeless ridges supporting houses, telegraph poles, etc. gave a low landscape score. However, a scattered tree cover has improved the appearance of a cluster of houses along Seventh Avenue immediately south of Third Avenue (the houses north of Glenburnie Road provide a stark contrast). Nevertheless, although trees may 'screen' some houses, many of the suburban housing styles are discordant with the form, colour and texture of the landscape - particularly in summer, when yellow and brown colours are dominant.
- 5.53 In general, the land between Second Avenue and Glenburnie Road received poor landscape scores while the north-west corner of the subdivision had the highest landscape appeal (See Plan 10).

Implications for Future Development

- 5.54 For any type of development of the estate appropriate control measures will be needed.
- 5.55 There is a need to avoid further deterioration of the creek system both within and downstream of Eden Park by reducing the runoff. The use of roof water storage tanks and the provision of dams would minimise runoff from each allotment whilst providing storage for a precious commodity. In addition these dams act as sediment traps.
- 5.56 Total residential development of the Estate would require an underground drainage system and/or rehabilitation and stabilisation of the eroded watercourses. (It should be appreciated that even with the system of dams proposed above, drainage systems will be required to carry flows in excess of dam capacity and/or to pass flows from upstream catchments not controlled by this technique).
- 5.57 In the cases of allotments severed by the watercourses there will be a demand for access culverts or bridges. Private bridges, often the source of drainage problems due to inadequate waterway, design, failure hazard and responsibility for repair, are generally considered undesirable. As noted earlier they are often the cause of downstream erosion in this area. In addition a substantial number of new or reconstructed road bridges and culverts will be required at all crossings.



EDEN PARK : VISUAL SENSITIVITY

- 5.58 In floodprone areas some allotments are clearly undesirable for development and others would need to meet certain prerequisites before development should be permitted, to avoid future flood problems.
- 5.59 There is a need to ensure that water quality does not deteriorate as a result of development, requiring that siltage and effluent be retained on each allotment.
- 5.60 The construction of roads, or the widening of existing roads will require improved roadside drainage to deal with the increased runoff and erosion potential. Diversion of road runoff into neighbouring allotments for storage and use could be beneficial.
- 5.61 It must be recognised that development of the estate will not occur overnight and may take 10 to 20 years to be reached. Therefore the short-term effects as well as the long-term ones must be considered. Many of the 'cure-all' solutions have limitations when viewed in this light. For example watercourse deterioration will continue to occur even from minor rainfalls due to runoff from undeveloped allotments with no control dams.
- 5.62 Purely from drainage considerations three main issues arise. The first is associated with planning controls - the need to establish and implement certain conditions for development. The second is technical - the need for overall drainage management, to develop a comprehensive drainage plan and programme, incorporating criteria for such things as:
- . the location, size, design, construction and maintenance of dams and storage tanks;
 - . the design, construction and maintenance of road and access bridges;
 - . all drainage improvement works;
 - . all rehabilitation and stabilisation measures;
 - . the location of buildings and access roads and minimum floor levels in floodprone areas
- The third issue is financial. Who pays and how? is a major consideration both in terms of initial capital cost and continuing maintenance. These three issues are interrelated and inter-dependent.
- 5.63 Comments contained throughout this report are based on the assumption that reticulated sewerage and water supply will not be available. It is inconceivable that reticulated sewerage would be provided without water supply. In the event of a water supply system being installed far greater concern over runoff and erosion would be expressed as there would cease to be the incentive to control and harvest the runoff from each allotment.

SECTION 6 - EXAMINATION OF DEVELOPMENT OPTIONS

Introduction

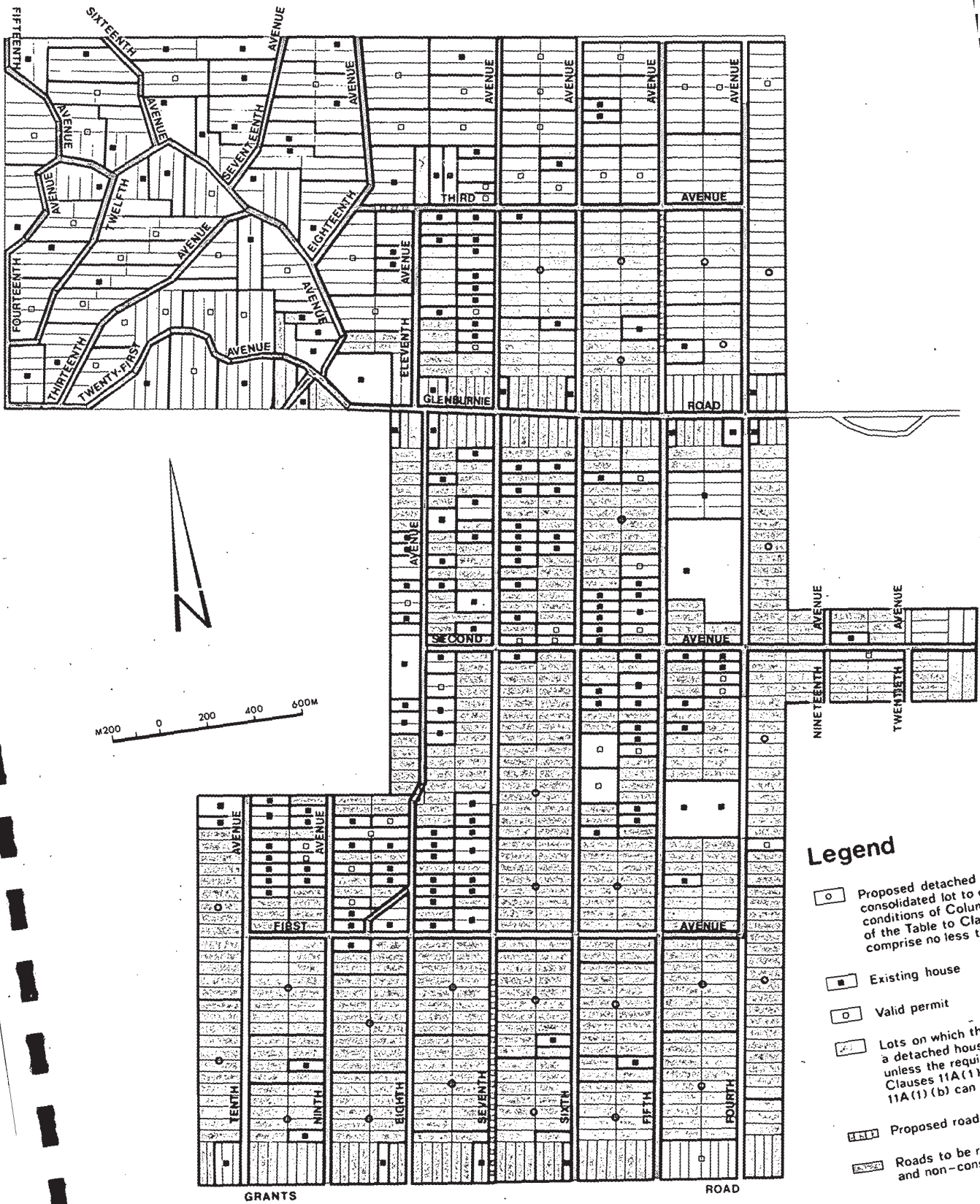
- 6.01 The preceeding section on land capability and pollution considerations eliminated the possibility of full development of the estate, without massive infrastructure expenditure, because of the unacceptable consequences such development would have on the environment. Other costs necessary with full development would be the provision of social and community facilities for the Estate. Further, full development would be contrary to the wishes of existing residents who are concerned with a possible detrimental effect to their amenity should the housing density be permitted to increase.
- 6.02 Subsequently three development options have been investigated as a basis for public discussion and as a means of illustrating the costs of control measures which would need to be initiated.
- 6.03 All of the options assume that the current permits would be extended or be re-issued. The development options as set out in table 3 are :
- 6.04 Option I - Development by Restructure Plan 1B. This is based on the varying land capability and the constraints imposed by the existing subdivision pattern and development. This option necessarily assumes there would be some control over the siting of houses within the restructure lots. Every lot would be included in a restructure lot, and a total of 403 houses would be allowed.
- 6.05 Option II - Development according to the existing MMBW planning control. This option was discussed in Section 3.15 (See Option II Plan) and was seen as allowing 259 house in total leaving many lots unusable for residential purposes.
- 6.06 Option III - Development by re-subdivision. This option is based on land capability, improved road alignments and retention of severely eroding gullies and areas subject to flooding. A total of 366 houses would be possible with some lots becoming reserves. (See Option III Plan).

Evaluation of the Options

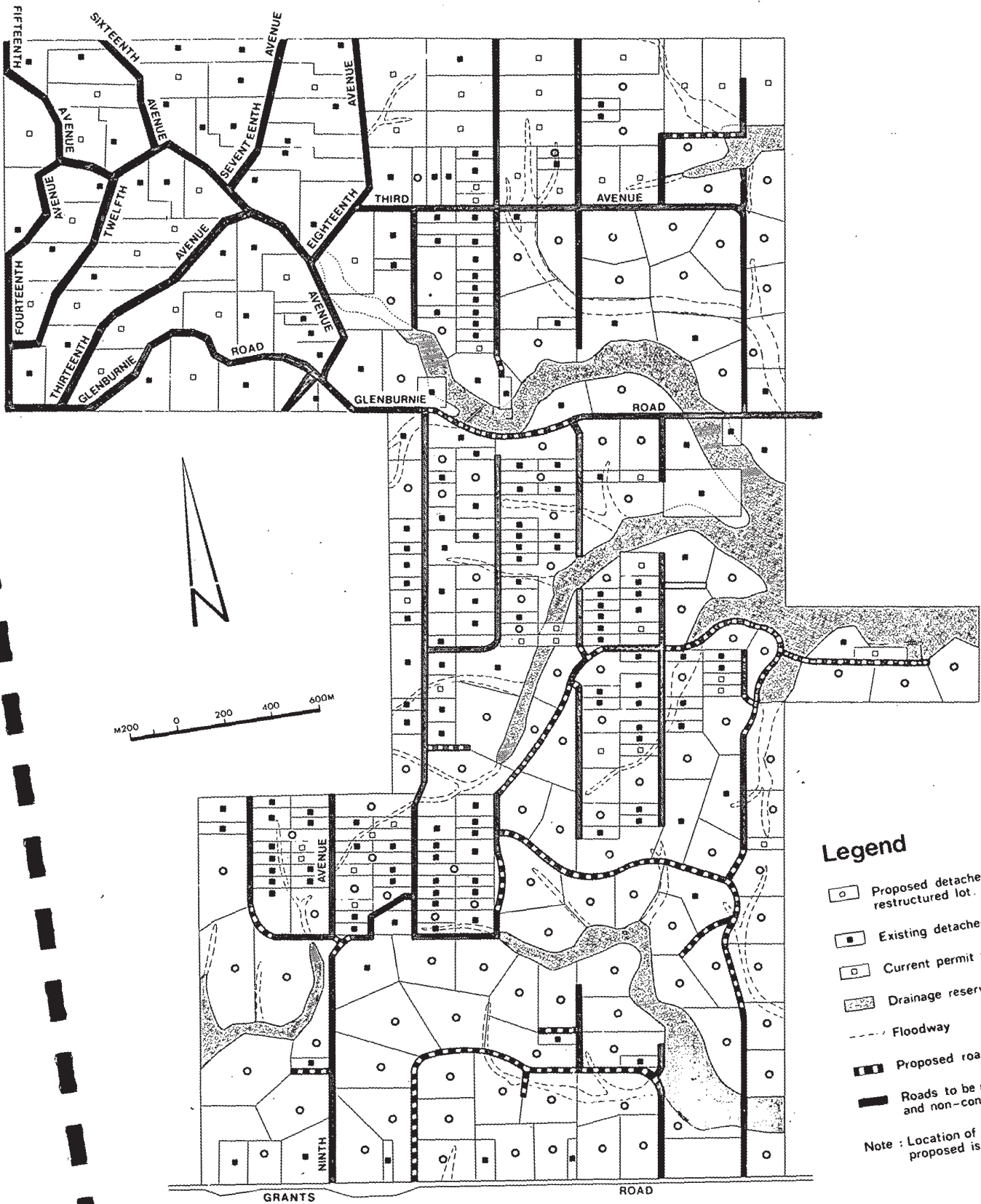
- 6.07 The evaluation involves a number of considerations which are summarized in Table 6. One of the main considerations is land capability and Table 4 shows the capability functions for each of the options. In Table 5 these functions have been averaged to give an overall assessment of each option. For this the lots which are not proposed to be developed in Options II and III are given a capability rating of 1.

TABLE 3 - DEVELOPMENT OPTIONS

	Corridor 'A'	ZONES Conservation	TOTAL
<u>OPTION I</u>			
Existing Lots	1,108	189	1,297
Existing Lots with house	143	32	175
Existing Lots with valid permit	38	17	55
Restructured Lots	171	2	173
<u>TOTAL OPTION I</u>	352	51	403
<u>OPTION II</u>			
Existing Lots	1,108	189	1,297
Existing Lots with house	143	32	175
Existing Lots with valid permit	43	17	60
Possible Consolidated Lots	28	-	28
<u>TOTAL OPTION II</u>	214	49	263
<u>OPTION III</u>			
Existing Lots	1,108	189	1,297
Existing Lots with house	143	32	175
Existing Lots with valid permit	41	17	58
Re-Subdivided lots	131	2	133
<u>TOTAL OPTION III</u>	315	51	365



EDEN PARK : DEVELOPMENT UNDER EXISTING CONTROL OF THE M.M.P.S.
 NOT RECOMMENDED
OPTION



Legend

- Proposed detached house on restructured lot.
- Existing detached house
- Current permit for detached hou
- Drainage reserve
- Floodway
- Proposed road
- Roads to be retained (constru and non-constructed

Note : Location of houses existing proposed is diagrammatic.

**EDEN PARK : DEVELOPMENT OPTION III
NOT RECOMMENDED**

OPTION

TABLE 4 - LAND CAPABILITY FUNCTIONS FOR RESTRUCTURED LOTS UNDER THE DEVELOPMENT OPTIONS - CORRIDOR ZONE ONLY

CAPABILITY FUNCTION (1.0 = 100%)	0.0	0.1	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.9	1.0	1.1	1.2	1.3	1.4	1.5	1.6	2.1	2.6	3.1	SUB TOTALS	TOTAL LOTS	
																	to 2.0	to 2.5	to 3.0	to 3.5			
OPTION I																							
Developed Lots	9	40	60	9	6	3	5	1	5	1	-	1	1	2	-	-	-	-	-	-	-	143	352**
Undeveloped Lots	1	18	31	5	13	10	13	24	18	33	30	6	2	3	1	1	-	-	-	-	209		
OPTION II																							
Developed Lots	8	54	63	9	3	1	-	-	2	-	1	-	-	1	-	-	-	-	-	2	-	143	213*
Undeveloped Lots	1	7	14	3	2	2	3	2	1	2	3	-	3	1	1	-	2	7	12	5	71		
OPTION III																							
Developed Lots	8	40	57	10	6	2	3	2	4	1	7	1	1	1	-	-	-	-	-	-	-	143	314**
Undeveloped Lots	1	13	23	9	9	8	10	5	16	5	48	8	8	6	2	1	-	-	-	-	172		

* An additional 331 lots, on which development is prohibited, are not accounted for.

** All lots are accounted for.

TABLE 5 - CAPABILITY FUNCTIONS FOR ORIGINAL LOTS UNDER THE DEVELOPMENT OPTIONS - CORRIDOR ZONE ONLY

CAPABILITY FUNCTION (1.0 = 100%)	0.0	0.1	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.9	1.0	1.1	1.2	1.3	1.4	1.5	1.6	2.1	2.6	3.1	TOTAL LOTS	MEAN CAPABILITY FUNCTION
																	to 2.0	to 2.5	to 3.0	to 3.5		
OPTION I	12	65	113	28	60	51	81	120	109	175	179	41	25	36	5	8	-	-	-	-	1108	0.71
OPTION II	10	64	90	23	14	14	8	11	8	13	356	-	32	16	7	-	37	116	200	89	1108	1.53
OPTION III	11	59	97	36	41	36	45	36	98	36	427	35	62	56	26	7	-	-	-	-	1108	0.81

$$\text{Mean Capability Function} = \frac{(\text{Capability Function} \times \text{Number of Lots})}{(\text{Total Number of Lots})}$$

TABLE 6 - EDEN PARK : EVALUATION OF DEVELOPMENT OPTIONS

	OPTION I	OPTION II	OPTION III
Proposed number of development lots	403	263 (331 0.8 ha. allotments remain with no development potential)	366
Population (2.5 p.p.d.)	1008	657	915
Road Maintenance	Moderate.	Minimal due to low volumes	Minimal due to road hierarchy
Traffic Management	Fair	Fair	Good
Reticulation services	Water tanks and septic sewer systems	Water tanks and septic sewer systems	Water tanks and septic sewer systems
Land Erosion	Minimal erosion	Minimal Erosion	Maximum control of erosion.
Pollution of watercourses	Minor nutrient and bacterial pollution and siltation	Overall high absorption route of effluents.	Minor nutrient and bacterial pollution and siltation.
Drainage and Flooding	Minor drainage and flooding problems on many of the lots and the internal roads. Landscape degradation due to more intense development.	Minor drainage and flooding problems on some of the smaller lots and the internal roads.	Best control over drainage and flooding by drainage reserves.
Landscape (visual)	Minor road and allotment boundary realignments. Small scale co-operation necessary between land owners. Legal costs and surveying costs involved.	Minimal impact on existing landscape.	Landscape degradation due to development offset by road realignments and drainage reserves.
Implementation	Minor road and allotment boundary realignments. Small scale co-operation necessary between land owners. Legal costs and surveying costs involved.	No road or allotment boundary re-alignment requirements. Large scale co-operation necessary between landowners. Many unsatisfied land owners left with lots without development potential.	Major road and allotment boundary re-alignments. Intervention required by a Government authority to undertake the complex resubdivision. Full co-operation necessary between Government and landowners. Legal costs and surveying costs involved.

Development by Restructure Plan 1B (Option I)

- 6.08 This option offers a solution for all lot owners. It allows the greatest number of houses (403). Although the capability of the land was taken into consideration in proposing the restructure lots, it has the worst mean land capability function indicating the need for all owners to observe erosion prevention methods which are discussed in Appendix 2.

The visual amenity of the estate would be lessened by this option, but this needs to be weighed against the most equitable result for owners and the comparative ease of implementation.

Development according to the existing MMBW Planning Control (Option II)

- 6.09 This option allows the least number of houses and therefore gives the best mean land capability function even though the pattern of development would not be based on the limitations and hazards of the site. Some local problems could be expected within the estate. This along with the aesthetic result would depend in part on the location of the 12 ha. lots.

The fragmented ownership on the estate could be expected to lead to difficulties in implementation, as agreement between up to 15 different owners could be required. The worst feature of this option is the 331 lots for which the erection of a detached house would remain prohibited while other lots could be consolidated to obtain a permit.

Development by re-subdivision (Option III)

- 6.10 This option would allow 366 houses to be accommodated with regard to the capability of the land. The landscape is likely to suffer the least degradation under this option.

The realigned road pattern would reduce the total length of road, introduce a road hierarchy and therefore would require the least maintenance and would not require reconstruction of the existing road bridges. The drainage reserves would enable maximum control of erosion. The landscape would suffer least from the detrimental impact of future development.

The implementation of this plan would be extremely difficult without legislation such as that contained in the Re-subdivision of Land Bill. Even with such legislation the surveying and legal costs associated with the option would be higher than any other.

Recommendation

- 6.11 The above options were formulated to present an example of the range of possibilities that should be considered for the development of the Eden Park Estate. Each option differed in terms of the level of achievement in overcoming the existing and future development problems of the estate and in terms of the cost and ease of implementation of the proposed developments.

The proposed Restructure Plan 1B - option I is recommended on the grounds of the most equitable result for all owners, allowing the maximum number of houses having regard to the limitations of the areas, and its comparative ease of implementation. The costs are similar to option II and only marginally more than option III when surveying and legal costs were taken into account. The recommended option is infinitely cheaper than if full development was undertaken and aesthetically preferable also as it reduces the total number of houses by over a third.



Enquiries:
D. Howe
Our ref:
SC/M/75
Your ref:

30th July, 1980

The Secretary,
Melbourne & Metropolitan Board of Works,
625 Little Collins Street,
MELBOURNE, 3000

Attention: The Eden Park Working Committee

Dear Committee Members,

The following comments are provided in answer to your request concerning proposals for development of the Eden Park Estate, Shire of Whittlesea.

There are two major soil types in the Estate: Shallow, stony gradational soils which occur on steep slopes, ridges and some crests and Yellow mottled duplex soils which are found on more gently sloping areas. The duplex soils have a considerable amount of silt and fine sand in a poorly structured A horizon overlying a poorly drained, dispersible clay B horizon.

From past experience with these types of soil, we know that several erosion problems can arise. In Yellow mottled duplex soils the topsoil has a tendency to set hard during dry spells resulting in a layer which is relatively impervious to early rain storms. High runoff velocities result which are capable of causing sheet and rill erosion. This problem becomes most pronounced where surface stabilizing vegetation is sparse. When the subsoil is exposed, sapping and slumping occurs, resulting in gullies and tunnels which yield considerable loads of sediment.

During wet periods water movement in these soils is restricted downwards by the clay B horizon. Soil water subsequently perches on top of the clay layer resulting in poor trafficability and very low capacity for absorbing effluent.

The Shallow stony gradational soils shed runoff water rapidly which concentrates on areas of deeper soil downslope increasing the likelihood of off-site erosion. The stony soils also have a low water holding capacity which limits the amount of plant growth and the resultant surface protection which plant cover affords. Also, severe limitations to activities such as house and road construction and servicing are associated with these soils because of the shallow depth to bedrock and steep gradients.

In the light of the weaknesses present in the physical environment, it can be appreciated that the hazard of erosion will be reduced if:

1. the area of disturbed soil (and subsequently exposed dispersible subsoil) is minimised;
2. disruption of natural drainage ways and resultant collection and concentration of runoff is avoided;
3. infiltration to soil of rain falling within catchments in the Estate is encouraged;
4. management practices adopted in the development take into account the incidence of high intensity rainfall and characteristics of the soils and terrain.

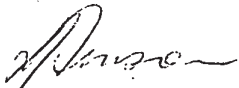
Development of each allotment would only be acceptable if development were to proceed simultaneously and if all roads were sealed, full drainage provided, all areas of bare soil stabilized (requiring reticulated water supply) and retarding basins constructed. A high rate of failure of on-site effluent absorption systems could be expected on small allotments in the soil types present. If these provisions were not met, accelerated erosion would most probably result, leading to deterioration of roads and culverts and severe erosion throughout the Estate and in local waterways. The costs of road maintenance and rehabilitation of eroded areas could be expected to become substantial.

Option II (development under existing planning controls) and option III (resubdivision based on land capability) appear at first to be similar, however, underlying option II is the assumption that land throughout the Estate is homogeneous (which it is not), requiring only an overall allotment minimum size to overcome presumed homogeneous limitations.

From the point of view of minimizing erosion Option III is preferred, however, the practical difficulties of achieving the resubdivision are acknowledged.

Option I (restructure Plan IB) recognizes the non-homogeneous nature of the Estate and observes to a large extent the existing subdivision and ownership pattern. The Authority stresses the need for all owners to observe erosion prevention methods as outlined in the enclosed "General Erosion and Sediment Control Practices".

Yours faithfully,



D.M. AUGHTERSON

SECRETARY



SOIL CONSERVATION AUTHORITY

GENERAL EROSION AND SEDIMENT CONTROL PRACTICES

BASIC CONSIDERATIONS

Block development and maintenance will be less costly and less harmful to the environment if attention is given to erosion and sediment control in the planning, design and construction phases of a project. In particular, it should be noted that:

1. Bare soils will erode more rapidly than vegetated, mulched or paved areas.
2. Erosion rates are significantly influenced by the amount of overland flow which, in turn is affected by surface infiltration rates.
3. Sand and silt sized material is easily removed from drainage waters, while it is usually impractical to remove the finer particles that contribute to turbidity of drainage waters.

GENERAL PRINCIPLES

1. Control surface drainage.
2. Keep the area of soil exposed to a minimum.
3. Minimise the time the soil is exposed and as far as possible avoid having the soil exposed during periods when high intensity or prolonged rain is prevalent.
4. Trap eroded soil before it damages downslope land, structures or waterways.

The most suitable program for a specific development depends on local circumstances and will usually involve a combination of the practices outlined below. More detailed information about conservation practices applicable to construction sites can be provided by the Soil Conservation Authority.

CONSERVATION MANAGEMENT OBJECTIVES

1. Development should be programmed to minimise the area disturbed at any one time and to allow rapid protection (by vegetation, mulching or paving) of bared areas. This is particularly important on steep slopes, in areas where highly erodible soil horizons will be exposed, and if the area will be bare during high intensity rains. It may be necessary to establish temporary vegetation or other protection on areas that would otherwise be bare but remain unworked for long periods during construction.

For further enquiries, please contact Mr. D. Hill, telephone (03) 89 0711

2. When planning roads and general levelling operations for building sites etc., steep slopes should be avoided as much as possible to reduce the amount of cut and fill needed. Aligning roads just off the contour in steep areas assists with surface drainage of the roads.
3. Topsoil and subsoil should be handled separately and placed in separate stockpiles, if stockpiling is necessary. Stockpiles should not be established within flood zones or in drainage lines, and if they are to remain unworked for long periods they should be protected by establishing a vegetative or other cover.
4. Adequate compaction of soil used for backfilling trenches, for fill batters and for general fill operations is necessary for short and long term stability. Allowance should be made for settlement of fill material where settlement could damage structures or interfere with surface drainage.
5. Where revegetation of bared areas is to be undertaken, the following measures should be followed as appropriate:
 - The surface of the subsoil should be loosened or roughened (e.g. by scarifying on broad areas, or by saw-tooth finish of cut batters) prior to topsoil spreading.
 - Topsoil should be slightly damp when spread and depths of about 5 to 10 cm are sufficient in most cases; deeper layers of topsoil may slump on steep slopes.
 - The area should be sown with grasses and legumes. Specific recommendations for seed and fertilizer mixtures can be provided by SCA District Officers. Autumn sowings are generally most successful for establishing vegetation with minimum management inputs such as follow-up watering or re-seeding.
 - In critical areas such as batters, steep areas, drainage lines, early stability can be assisted by chemical and/or organic mulches.
 - Follow-up watering, fertilizing and mowing may be necessary to establish and maintain a persistent and dense vegetative cover.
6. Construction traffic should be confined where possible, to existing or proposed road alignments. Drainage line crossings which are to remain when construction activities have concluded should be established as early as possible. If it is necessary to cross drainage lines at other than sites where permanent crossings are to be established, temporary culverts or causeways should be established.
7. Measures should be undertaken to prevent construction traffic depositing soil onto roads outside the construction site.
8. Roads, parking areas, footpaths and driveways should be paved as early as practical.
9. Control of drainage by either temporary, or preferably permanent works is necessary from the start of construction. Interception banks or channels should be used to divert upslope drainage away from bared areas. This is particularly important for cut or fill batters. Cut-off drains to intercept groundwater flow may be required above cut batters. Berm drains should be installed on high batters.

Cross drains, channels or pipes should be established as necessary within the construction area to prevent the uncontrolled concentration of surface drainage.

10. Drains should be designed and should discharge in a manner that will not cause scouring and erosion. Pipes or paved or grassed channels may be needed to convey water down steep slopes and batters. Prevention of erosion from drain outlets may require level-spreaders and concrete or rip rap aprons.
11. The increased flows that usually accompany development of an area and the possible need to stabilize natural waterways should be allowed for in planning and construction. The increased flows may be modified by using grassed waterways, sediment or retardation basins and overland flow rather than concrete pipes and channels.
12. Sediment in water draining from bared areas should be removed by passing the water through sediment trapping basins, over grass filter-strips, or by other means before it enters natural waterways or underground drains, or damages downslope land or structures. Sediment removal is generally easier if only small volumes of water are involved.
13. Construction tracks, borrow pits and other temporary works that involve land disturbance should have similar drainage control, surface stabilization and sediment control measures to those used for permanent structures and works. Once they are no longer required for construction, the areas should be re-instated and stabilized. Careful planning and design may enable temporary works to become a permanent feature - for example a sediment basin could become a water trap in a golf course or a lake in an urban park.



Environment Protection
Authority of Victoria

240 Victoria Parade
East Melbourne, Victoria
Postal address: Box 41
East Melbourne, Vic 3002

Telephone 6514011
Our Ref. 79/673

(JM/AEW/EA)

18 MAY 1979



Mr. J.E. Roach
Assistant Secretary
Melbourne & Metropolitan Board of Works
625 Little Collins Street
MELBOURNE 3000

Subject: Eden Park Estate, Whittlesea

Dear Sir,

Your letter of 30 April, 1979 is acknowledged, and the following comments are forwarded in reply.

The Authority is unable to provide any precise quantitative assessment of the potential pollution of the watercourses which could arise from each of the development proposals.

Water quality monitoring data for the Plenty River indicates that the development of the catchment has contributed to the deterioration of the water quality of the river.

Insufficient control of stormwater runoff contributes to deterioration of water quality, particularly increasing sediment transportation from urban development and civil engineering works, and nutrient inputs from unsewered premises, into the stream.

In the overall management of the land, it is of importance that construction works, particularly civil engineering works such as road-making, are adequately controlled to minimize land disturbance and sediment discharges.

It is therefore considered that existing and in particular new developments should be provided with appropriate environment protection works, in order to protect the surface water from pollution.

In commenting generally on the proposals, the Authority considers that the natural constraints of the land and the absence of any major urban environmental protection works, e.g. sewerage, require that the intensity of residential development be strictly controlled in order to protect the environment.

Consequently, the Authority considers that a conservative approach to the development be adopted, and agrees with the development being based on the assessment of land capability for "rural residential" use. This approach would allow approximately 310 dwellings to be erected in the area.

Development guidelines which should be adopted in the event of the development being agreed to, are as follows:-

INDEX / NAME



1. Disposal of domestic waste water:

In general, the area of each allotment will not be less than 0.8 Ha (2 acres). This area is considered to be generally adequate to provide for the containment, treatment and disposal of all domestic waste waters from a single family residence, provided:-

- (a) That the land slope does not exceed 20%.

Allotments with a land slope greater than 20% should be excluded from residential development, and as waste water disposal sites.

- (b) That soil absorption rates are not less than 2.5 cm/hr for disposal by ground absorption.

It is noted that the soil types vary over the Estate, and, consequently, effluent disposal by ground absorption will not be uniform throughout the area. This will require that each lot be individually assessed to determine whether or not ground absorption will be practicable, or whether some alternative method of waste water disposal should be used, e.g. evaporation ponds, transpiration beds.

- (c) Assessment of the suitability of the soil for waste water disposal should be determined using the EPA soil testing method.

The Authority would be available to assist by giving general advice on the most appropriate domestic waste water treatment and disposal method for particular areas located within the Estate.

It is considered that a condition should be included in any general planning approval to the effect that all domestic waste water disposal should be contained within the curtilage of the property.

2. Stormwater runoff:

Probably the major problem which will affect the water quality of the local watercourses will be that from uncontrolled discharge of stormwater from construction sites, hard standing and paved areas, (including roads).

It is noted that the roads, as shown on the plan of the Estate, do not relate to the natural contours or features of the land and that it is proposed that these roads be unsealed gravel roads. Many of these roads cross, at right angles, local watercourses. This road layout will facilitate the transport of sediment and pollutants into the watercourses.

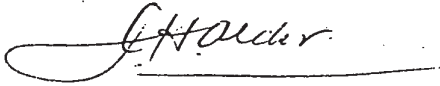
It is considered that the road pattern should be modified to avoid as far as practicable cross contour routing. Consideration should also be given to the construction at appropriate locations of ponding areas for the detention of stormwater runoff. These pondages should be of a size which will hold stormwater flows long enough to allow sedimentation to occur before releasing outflows into the watercourses. The Soil Conservation Authority may be able to assist the developer in this matter.

It is, of course, important that adequate supervision and maintenance be provided, both to ensure that the ponds are not rendered useless over time by the effect of siltation and that discrete discharges are controlled.

Diffuse stormwater discharges along the length of the watercourses may be controlled by the provision of a 25 metres wide streamside buffer strip, which should be kept permanently covered by grass, and other appropriate native vegetation. This will act as a biological filter and assist by a straining effect in the removal and retention of sediment from overland storm flows.

~~The Authority therefore recommends the implementation of sedimentation control practices contained in the "Guidelines for Control of Land Disturbance" (prepared jointly by the S.C.A. and the E.P.A.).~~

Yours faithfully,



J.H. Alder
Deputy Chairman

HISTORICAL SEARCH STATEMENT

Land Use Victoria

Page 1 of 4

Produced 19/12/2023 10:05 PM

Volume 8983 Folio 233

Folio Creation: Created as paper folio continued as computer folio

Parent title Volume 07186 Folio 177

THE IMAGE OF THE FOLIO CEASED TO BE THE DIAGRAM LOCATION ON 24/11/2003 11:46:33 AM

RECORD OF HISTORICAL DEALINGS

Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged	Dealing Type and Details
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RECORD OF VOTS DEALINGS

Date Lodged for Registration	Date Recorded on Register	Dealing	Imaged
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13/11/2003	13/11/2003	AC471290T	Y
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DISCHARGE OF MORTGAGE
MORTGAGE(S) REMOVED
J622814

13/11/2003	13/11/2003	AC471291R	Y
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TRANSFER OF LAND BY ENDORSEMENT

FROM:
XAVIER AGIUS
OLGA TERESA AGIUS
TO:
DEBRA JOAN SECOMBE

RESULTING PROPRIETORSHIP:

Estate Fee Simple
Sole Proprietor

DEBRA JOAN SECOMBE of 295-301 FIFTH AVENUE EDEN PARK VIC 3757
AC471291R 13/11/2003

13/11/2003	13/11/2003	AC471292P	Y
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MORTGAGE OF LAND

MORTGAGE AC471292P 13/11/2003
NATIONAL AUSTRALIA BANK LIMITED

STATEMENT END

VOTS Snapshot

Volume 08983 Folio 233

124008165846J

Produced 13/11/2003 01:20 pm

LAND DESCRIPTION

Lot 534 on Plan of Subdivision 002644.
PARENT TITLE Volume 07186 Folio 177
Created by instrument E839754 01/06/1973

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
XAVIER AGIUS
OLGA TERESA AGIUS both of 3 SHAPIRO COURT KEON PARK
J395320 25/03/1981

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE J622814 08/09/1981
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

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

DIAGRAM LOCATION

SEE DIAGRAM ON IMAGED FOLIO VOLUME 8983 FOLIO 233 FOR FURTHER DETAILS AND BOUNDARIES

Paper Title Images

8983/233 - Version 0, Date 09/03/2000

ORIGINAL

**NOT TO BE TAKEN FROM THE OFFICE
OF TITLES**



VICTORIA

REGISTER BOOK

8983

VOL.

FOL. 233

Certificate of Title

UNDER THE "TRANSFER OF LAND ACT"

LYNETTE MARGARET ROWE of Glenburnie Road Eden Park Cashier is now the proprietor of an estate in fee simple subject to the encumbrances-notified hereunder in ALL THAT piece of land delineated and coloured - red on the map hereon containing Two acres or thereabouts being - - - Lot 534 on Plan of Subdivision No.2644 and being part of Crown - - - - Portion 2 Section 8 Parish of Toorourrong County of Bourke - - - - Together with a right of carriage way over Fifth and Sixth Avenues - - coloured brown on the said Plan of Subdivision - - - - - - - - - -

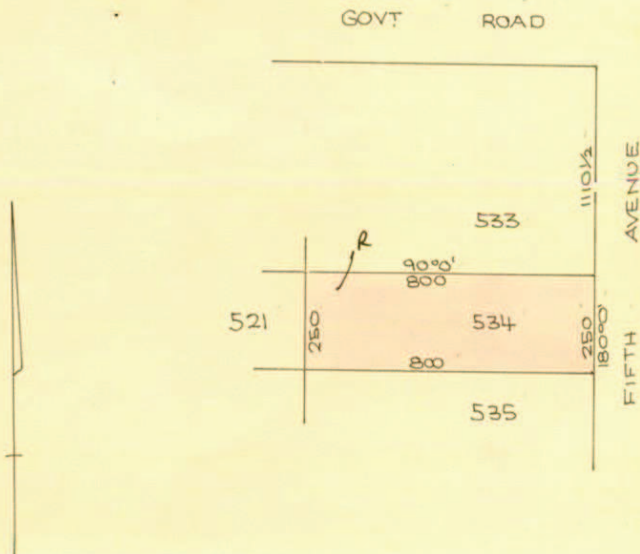
VOL. 8983 FOL. 233

DATED the 1st day of June 1973

Assistant Registrar of Titles



ENCUMBRANCES REFERRED TO



MEASUREMENTS ARE IN LINKS

Derived from Vol.7186 Fol.177
E839754

XAVIER AGIUS Builder and OLGA TERESA
AGIUS Housewife both of 3 Shapiro Court
Keon Park are now JOINT PROPRIETORS
Registered 25th March 1981
No. J395320



MORTGAGE to AUSTRALIA AND
NEW ZEALAND BANKING COMPANY LIMITED
Registered 8th September 1981
No. J622814



T08983-233-1-6

V. 8983 F. 233

3URGENT - 301 Fifth Ave, Eden Park

13 messages

Debbie Secombe <debbie.secombe@gmail.com>
To: buildplan@whittlesea.gov.au

21 December 2023 at 14:49

Hi,

I own 2 property lots on 2 separate titles being
Lot 534 Volume 8983 Folio 233 - Contains the home
Lot 535 Volume 8788 Folio 347 - Vacant Land

I am wanting to sell Lot 534(containing the home) and keep Lot 535(Vacant Land) for myself to use as a hobby farm and a place for my children and grandchildren to come.

Before putting the property up for sale I rang to discuss selling Lot 534 ONLY :-
Planning - Lachlan
Sub division - Ashley
Building - Sergio
Rates - Anna Vella

I was told that as the properties, even though they came under the restructure overlay, however are on 2 separate titles I was within my legal rights to sell the 2 acre property containing the home only and that a building permit could be issued for repairs, confirmed by Sergio

I was assured, after multiple lengthy calls, by all that I would have no problems going ahead with the sale and stated they could be contacted by any prospective buyers if needed.

The home is a fully double brick designer home of approx 104 sq, including carports and verandas.
A fire in the kitchen caused the damage to the middle of the home, including the roof, windows and fittings.
There is no inner or exterior structural damage other than some of the beams on the roof.
Living areas, bathrooms and bedrooms at each end of the house were not in the fire and there was no external damage to the property.

Any prospective buyers have been told that the house cannot be demolished and rebuilt, nor can the house be extended, changed or added to including any shedding etc, as no planning permit will be issued.
However, for the repairs, including replacing the roof and any internal renovations, I was told ONLY a building permit would be needed.

I am also fully aware that the vacant land cannot be built or lived on.

On Monday, the real estate called me to state that one of the potential buyers had called your planning department and was told that they had to buy the 4 acres and yesterday another one was told by the same Lachlan that I spoke to, that no permits at all would be issued to the property being either planning or building if only one lot was sold.

I rang and spoke to Antoinette on Tuesday to discuss the matter as apart from being confused on the conflicting information, it put me in an embarrassing and bad situation with the real estate and the potential buyers.

Antoinette stated that the restructure overlay would prevent the new owner from using the home lawfully and that no permit would be issued from planning if I only sold the house lot by itself. She also stated that the roof needed a planning permit which could not be issued.

This raises a number of questions that were not answered.

1. Both lots are on 2 separate titles, which can legally be sold separately.
2. I was originally told a planning permit will not be needed to repair the home, yet I am now told now I am told it does for roof **alterations**. However, the roof is not being altered but repaired and replaced.
3. Building department has told me that there is no problem in receiving a building permit. Now its is being stated it will not.
4. Lot 534, held a permit prior to the Restructure Overlay being established in 1980 and states that it did not need any other land attached to it.
5. Lot 535 was sold to the prior owner in 1990 and then sold to me in 2003.
6. It was stated that lot 534 could not be inhabited lawfully if sold on its own, however, under the S6 Planning & Environment Act 1987 it states."existing use" overrides the planning scheme.

I therefore have been advised to ask by my town Planner, where and under what sections or part of the Whittlesea Planning Scheme and/or the Planning & Environment Act 1987 is it written to give grounds for your decisions on all

counts.

I would appreciate your urgent and prompt reply, as you are fully aware this house is on the market and I have had to put on hold until this is resolved.

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: debbie.secombe@gmail.com

21 December 2023 at 14:50



Address not found

Your message wasn't delivered to **buildplan@whittlesea.gov.au** because the domain whittlesea.gov.au couldn't be found. Check for typos or unnecessary spaces and try again.

LEARN MORE

The response was:

DNS Error: DNS type 'mx' lookup of whittlesea.gov.au responded with code NXDOMAIN Domain name not found: whittlesea.gov.au Learn more at <https://support.google.com/mail/?p=BadRcptDomain>

Final-Recipient: rfc822; buildplan@whittlesea.gov.au

Action: failed

Status: 5.1.2

Diagnostic-Code: smtp; DNS Error: DNS type 'mx' lookup of whittlesea.gov.au responded with code NXDOMAIN Domain name not found: whittlesea.gov.au Learn more at <https://support.google.com/mail/?p=BadRcptDomain>

Last-Attempt-Date: Wed, 20 Dec 2023 19:50:47 -0800 (PST)

----- Forwarded message -----

From: Debbie Secombe <debbie.secombe@gmail.com>

To: buildplan@whittlesea.gov.au

Cc:

Bcc:

Date: Thu, 21 Dec 2023 14:49:30 +1100

Subject: 3URGENT - 301 Fifth Ave, Eden Park

----- Message truncated -----

Debbie Secombe <debbie.secombe@gmail.com>
To: buildplan@whittlesea.vic.gov.au

21 December 2023 at 15:24

[Quoted text hidden]

Antoinette Camille <Antoinette.Camille@whittlesea.vic.gov.au>
To: "debbie.secombe@gmail.com" <debbie.secombe@gmail.com>
Cc: Shared Mailbox - BUILDPLAN Services <buildplan@whittlesea.vic.gov.au>

21 December 2023 at 16:40

Good afternoon Debbie,

Thanks for putting your concerns in writing. We are just looking into the matter and will get a response to you as soon as possible.

Kind regards,

Antoinette Camille (she/her) | Principal Planner

City of Whittlesea

T (03) 9217 2170 | **National Relay Service** 133 677

Council Offices 25 Ferres Boulevard, South Morang

www.whittlesea.vic.gov.au

[Quoted text hidden]

Antoinette Camille <Antoinette.Camille@whittlesea.vic.gov.au>
To: "debbie.secombe@gmail.com" <debbie.secombe@gmail.com>

22 December 2023 at 12:54

Good afternoon Debbie,


In response to your enquiry, I can confirm the following:

Planning Permit No. 2900 allows for the use of the dwelling on lot 534. Subject to complying with the permit and endorsed plans, Council considers rectifying the parts of the dwelling previously damaged by fire do not require a planning permit. I've enclosed a copy of the permit and endorsed plans for your information.

With regards to the information given to potential purchasers of lot 534, a planning permit would be required if someone sought to; demolish the existing dwelling and replace this with a new dwelling, extend the existing dwelling, construct any outbuildings, etc. Council would be unlikely to support any applications of this nature as they would not accord with the restructure plan.

Hopefully this clarifies the matter to allow for you to progress with the sale of your land.

[Quoted text hidden]

 **2900,Fifth,Lot534_LP2644,Eden Park,L23-2-81,A16-3-81,Res.pdf**
218K

Debbie Secombe <debbie.secombe@gmail.com>
To: Antoinette Camille <Antoinette.Camille@whittlesea.vic.gov.au>

22 December 2023 at 13:15

Thank you Antoinette,

I appreciate your help in this matter.

However, Just so it is all clarified for the sale and the real estate, this also means

1. I can go ahead with selling only lot 534
2. A building permit can be issued to the new owner to complete the repair/restoration.

[Quoted text hidden]

Antoinette Camille <Antoinette.Camille@whittlesea.vic.gov.au>
To: Debbie Secombe <debbie.secombe@gmail.com>

22 December 2023 at 13:48

Hi Debbie,

You will require a new street number for the sale. To obtain this, you will need to put a request in writing to subdivision@whittlesea.vic.gov.au.

I'll forward your email to our building team to provide a response on the building permit.

Have a great festive season.

Antoinette Camille (she/her) | Principal Planner

City of Whittlesea

T (03) 9217 2170 | **National Relay Service** 133 677

Council Offices 25 Ferres Boulevard, South Morang

www.whittlesea.vic.gov.au

From: Debbie Secombe <debbie.secombe@gmail.com>
Sent: Friday, 22 December 2023 1:16 PM
To: Antoinette Camille <Antoinette.Camille@whittlesea.vic.gov.au>
Subject: Re: 3URGENT - 301 Fifth Ave, Eden Park

[EXTERNAL EMAIL] This email originated from outside of the organisation. DO NOT CLICK links or open attachments unless you recognise the sender and know the content is safe.

[Quoted text hidden]

Debbie Secombe <debbie.secombe@gmail.com>
To: Antoinette Camille <Antoinette.Camille@whittlesea.vic.gov.au>

22 December 2023 at 14:25

Hi Antoinette,

2 numbers already exist
301 is lot 534
295 is lot 535

Thanking you

[Quoted text hidden]

Debbie Secombe <debbie.secombe@gmail.com>
To: Dean Zammit <deanzammit@stonerealestate.com.au>

22 December 2023 at 14:28

----- Forwarded message -----

From: **Debbie Secombe** <debbie.secombe@gmail.com>
Date: Thu, 21 Dec 2023 at 15:24
Subject: Re: 3URGENT - 301 Fifth Ave, Eden Park
To: <buildplan@whittlesea.vic.gov.au>
[Quoted text hidden]

Dean Zammit <deanzammit@stonerealestate.com.au>
To: Debbie Secombe <debbie.secombe@gmail.com>

22 December 2023 at 21:26

Hi Debbie,

Can I please see their response?

DZ

Regards
Dean Zammit

From: Debbie Secombe <debbie.secombe@gmail.com>
Sent: Friday, December 22, 2023 2:28:14 PM
To: Dean Zammit <deanzammit@stonerealestate.com.au>
Subject: Fwd: 3URGENT - 301 Fifth Ave, Eden Park

[Quoted text hidden]

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Thank You.

Debbie Secombe <debbie.secombe@gmail.com>
To: Dean Zammit <deanzammit@stonerealestate.com.au>

22 December 2023 at 21:32

Sorry Dean
[Quoted text hidden]

 **2900,Fifth,Lot534_LP2644,Eden Park,L23-2-81,A16-3-81,Res.pdf**
218K

Shared Mailbox - BUILDPLAN Services <buildplan@whittlesea.vic.gov.au>
To: "debbie.secombe@gmail.com" <debbie.secombe@gmail.com>

27 December 2023 at 09:49

Hi Debbie

In response to your question on whether a building permit would be issued for the rectification works to the fire damaged building the simple answer is yes. This building permit can be issued by any building surveyor (private or council) provided that you obtain all the paperwork to enable the building permit to be issued (which is standard practice).

Sergio who is the only building department officer has responded to your concerns however someone from another department has unfortunately provided a response from building's perspective which unfortunately was not correct.

All your other concerns are all subject to planning rules and regulations and this is not something I can advise on therefore the planning officers you have dealt with thus far such as Antoinette etc you are best continue to receive guidance with.

I hope the above has assisted with your questions and I wish you success in the sale.

Kind Regards,

Snezana Trkulja-Djordjevic (She/Her) | Assistant Building Surveyor – Building Services

(Working Out of Office: Wednesday)

City of Whittlesea

T 03 9217 2170 | TTY: 133 677

Council Offices: 25 Ferres Boulevard, South Morang VIC 3752

www.whittlesea.vic.gov.au | E buildplan@whittlesea.vic.gov.au



Are you a swimming pool or a spa owner?

Learn about the regulations and registration including:

- ✔ Building Permits
- ✔ Registration
- ✔ Compliance
- ✔ Maintenance

The banner features the City of Whittlesea logo on the left and a black and white photograph of a smiling young girl on the right.

We recognise the rich Aboriginal heritage of this country and acknowledge the Wurundjeri Willum Clan and Taungurung People as the Traditional Owners of lands within the City of Whittlesea.

[Quoted text hidden]

Debbie Secombe <debbie.secombe@gmail.com>
To: Dean Zammit <deanzammit@stonerealestate.com.au>

13 January 2024 at 09:42

[Quoted text hidden]

Town and Country Planning Act 1961

✓
C.R.

Town Planning Permits and Appeals Regulations 1973.

Shire of Whittlesea Interim Development Order

(Name of planning scheme or interim development order)

Shire of Whittlesea

(Responsible Authority)

PERMIT No. 2900

Subject to the conditions (if any) set out hereunder the following is hereby permitted: (*)

Lot 534, LP 2644 Fifth Avenue Eden Park.

To have buildings and works erected thereon and to be used for the purpose of a detached house in accordance with the endorsed plan.

Conditions:

1. One only detached house shall be erected on the allotment described above.
2. Minimum area of the proposed dwelling is to be 75 square metres.
3. Drainage of the site to be to the satisfaction of the Council.
4. Submission to, and approval by, the Council of a formal Building Application prior to the commencement of any building works, including demolition or alterations.
5. New materials only to be used in the construction of the buildings authorised by this permit.

...../2

SHIRE OF WHITTLESEA

H. Claire Middleton

TOWN PLANNER

Date 16 MAR 1981

(Municipal Clerk or Secretary)

THE ISSUE OF THIS PERMIT DOES NOT OBVIATE THE NECESSITY FOR COMPLYING WITH THE REQUIREMENTS OF ANY OTHER AUTHORITY PURSUANT TO ANY STATUTE OR REGULATION.

* (Insert details of use, development, matter or thing permitted and description of land referred to)

NOTE.—SEE BACK.

2900

6. (i) All sewage and sullage waters shall be treated in accordance with the requirements of the Environment Protection Act 1970, the Health Act 1958 and the Council.
(ii) All effluents shall be disposed of within the curtilage of the land and shall not drain directly or indirectly onto an adjoining property, street or any watercourse or drain; and
(iii) Sufficient land shall be set aside and kept available for the purpose of effluent disposal.
7. Unless the use or development hereby permitted is commenced within two years from the date hereof or any extension of that period of two years which the Responsible Authority may on application made before or within 3 months after the expiry of the permit by writing allow, this permit shall lapse.
8. No native vegetation other than that necessary to carry out the erection of the detached house hereby permitted shall be lopped, felled, ringbarked, uprooted or otherwise removed without the consent of the Responsible Authority.
9. The detached house hereby permitted shall be located to the satisfaction of the Shire of Whittlesea.
10. Prior to the erection of a house, the allotment may be used for grazing purposes only, unless an appropriate land use permit is obtained.
11. The dwelling shall either be connection to a reticulated water supply or be equipped with rainwater storage tanks having a total capacity of not less than 45,000 litres, which tanks shall be filled and connected to the roof drains and to all fixtures and outlets including one to the approval of the Country Fire Authority, prior to occupation of the dwelling.
12. Notwithstanding any of the above conditions all buildings shall comply with the Uniform Building Regulations.

APPLICANT :
XAVIER G.P. AGIUS,
NO. 3 SHAPIRO COURT,
KEON PARK 3073

SHIRE OF WHITTLESEA
A. Claire Middleton
TOWN PLANNER

16 MAR 1981

--- : SHIRE OF WHITTELSEA : ---

Municipal Office
EPPING

--- : NOTICE PAPER : ---

MEETING OF COUNCIL TO BE HELD ON MONDAY MARCH 16TH, 1981, AT 7.00 P.M.

2900	Xavier G.D.Agius	Lot 543, LP2644, Fifth Avenue, Eden Park.	Erect a detached house.
------	------------------	---	----------------------------

For Council's noting and ratification.

RESOLUTION

Cr. Hurley moved.

Cr. McIlvenna seconded.

That the Schedule of applications administered by the Planning Department as submitted in Clause 4.1.1 be received and noted by Council.

Carried

SHIRE OF WHITTLESEA INTERIM DEVELOPMENT ORDER

(Name of planning scheme or interim development order)

Shire of Whittlesea

(Responsible Authority)

Permit Application No. 2900
Dated 26.2.1981

NOTICE OF PERMIT CONDITIONS PROPOSED BY DELEGATE

The responsible authority has delegated certain of its powers and functions. Your application has been considered by a delegate of the responsible authority and it has been decided that a permit should be granted in the following terms:

Subject to the conditions (if any) set out hereunder, the following is permitted:

Lot 534, LP 2644 Fifth Avenue Eden Park.

To have buildings and works erected thereon and to be used for the purpose of a detached house in accordance with the endorsed plan.

CONDITIONS:

1. One only detached house shall be erected on the allotment described above.
2. Minimum area of the proposed dwelling is to be 75 square metres.
3. Drainage of the site to be to the satisfaction of the Council.
4. Submission to, and approval by, the Council of a formal Building Application prior to the commencement of any building works, including demolition or alterations.

...../2

If a permit in these terms is not satisfactory to you, you may, on or before * 16 MAR 1981, request in writing that the application be referred to the responsible authority for determination. If you do not make such a request on or before that date, a permit in the terms stated above will be issued to you. If a permit is issued to you in this way, you may not then appeal against any of the conditions specified in the permit.

*Insert date being a date not less than ten days after this notice is delivered or sent to the applicant.

Date - 6 MAR 1981

SHIRE OF WHITTLESEA

H. Clouse Middleton
(Signature)

TOWN PLANNER

APPEAL PROVISIONS

Attention is drawn to the following provision contained in the *Town and Country Planning Act 1961*.

Section 18AB states—

“Where an application for a permit has been considered by a delegate of the responsible authority and the applicant has in accordance with a notice under section 11A (2) requested that it be referred to the responsible authority for determination, the application for the permit shall for the purposes of lodging an appeal be deemed to have been received on the date on which such request was received.”

2900

5. New materials only to be used in the construction of the buildings authorised by this permit.
6. (i) All sewage and sullage waters shall be treated in accordance with the requirements of the Environment Protection Act 1970, the Health Act 1958 and the Council.

(ii) All effluents shall be disposed of within the curtilage of the land and shall not drain directly or indirectly onto an adjoining property, street or any watercourse or drain; and

(iii) Sufficient land shall be set aside and kept available for the purpose of effluent disposal.
7. Unless the use or development hereby permitted is commenced within two years from the date hereof or any extension of that period of two years which the Responsible Authority may on application made before or within 3 months after the expiry of the permit by writing allow, this permit shall lapse.
8. No native vegetation other than that necessary to carry out the erection of the detached house hereby permitted shall be lopped, felled, ringbarked, uprooted or otherwise removed without the consent of the Responsible Authority.
9. The detached house hereby permitted shall be located to the satisfaction of the Shire of Whittlesea.
10. Prior to the erection of a house, the allotment may be used for grazing purposes only, unless an appropriate land use permit is obtained.
11. The dwelling shall either be connected to a reticulated water supply or be equipped with rainwater storage tanks having a total capacity of not less than 45,000 litres, which tanks shall be filled and connected to the roof drains and to all fixtures and outlets including one to the approval of the Country Fire Authority, prior to occupation of the dwelling.
12. Notwithstanding any of the above conditions all buildings shall comply with the Uniform Building Regulations.

APPLICANT :
XAVIER G.P. AGIUS,
NO. 3 SHAPIRO COURT,
KEON PARK 3073

SHIRE OF WHITTLESEA

H. Claire Middleton

TOWN PLANNER

- 6 MAR 1981

APPLICANT: XAVIER G. P. AGIUS

SUBJECT LAND: LOT 534 LP 2644

FIFTH AV. EDEN PARK.
~~SHIRE COURT~~

ZONING: NON URBAN

PROPOSAL: erect a detached house.

REPORT (IF APPROPRIATE): CURRENT BOARD PERMIT TP 95399
conform with restructure plan
siting satisfactory.

- * The proposal is likely to cause substantial detriment to adjoining or nearby properties. It is recommended that :-

The application required to be advertised:- Mail, Paper, Site.

- * The proposal is of a minor nature, not contrary to Council Policies and no objection has been received. It is recommended that :-

- The permit sought be granted,
- The Board be advised that no objection is seen to the proposal,
- Subject to the usual conditions plus:

Bob Brown

Planning Officer

Date *23-2-81*

ISSUE OF PERMIT/COMMENTS TO M.M.B.W. AUTHORISED BY DELEGATION
RESOLVED BY COUNCIL ON 24TH NOVEMBER, 1980.

[Signature]

Shire Engineer/Deputy Shire Engineer

Date *26-2-81*

OFFICE USE ONLY 2900
 No. 2900
 RECEIVED 23 FEB 1981

Shire of Whittlesea Interim Development Order

(Name of planning scheme or interim development order)

APPLICATION FOR PERMIT

A DETAILS OF APPLICANT (Please use block letters)

NAME *JAVIER G. P. AGUIR*
 ADDRESS *NO 3 SHAPING COURT HEON PARK*
 POSTCODE *3073* TELEPHONE No. *4602510*

B INTEREST OF APPLICANT IN LAND (e.g. owner, occupier, prospective purchaser)

NOTE: Where the applicant is not the owner, the owner's certification at Item F must be completed or satisfactory evidence attached that this application is made with the owner's knowledge. Any failure to comply with this requirement will be taken into account when the application is being considered.

C DETAILS OF LAND AND TITLE PARTICULARS

EXISTING USE OF LAND (IF LAND IS NOT USED WRITE "VACANT") <i>VACANT</i>	No.	<i>5th</i>	STREET <i>AVENUE</i>
	LOCALITY <i>EDEN PARK</i>		MUNICIPALITY <i>WHITTLESEA</i>

CROWN ALLOTMENT No.	SECTION	CROWN TOWNSHIP OR PARISH	LOT No.	LODGED PLAN No.	TITLE VOLUME	TITLE FOLIO
		<i>TOOROURONG</i>	<i>534</i>	<i>2644</i>		

SKETCH LOCALITY PLAN N
 SHOW ALL DETAILS INCLUDING

Adjoining street or road and the nearest intersecting or joining street or road and the names of these streets or roads

Dimensions of the land and distance from the nearest intersecting or joining street or road

D USE, DEVELOPMENT, MATTER OR THING FOR WHICH THE PERMIT IS SOUGHT

READ NOTE 1 ON BACK BEFORE COMPLETING THIS PART OF THE FORM

ERECTOR OF DETACHED HOUSE.

ADDITIONAL INFORMATION ATTACHED: MAPS OR PLANS PHOTOGRAPHS OTHER MATERIAL

E DATE *23-2-81* SIGNATURE OF APPLICANT 

F OWNER'S CERTIFICATION (WHERE APPLICANT IS NOT THE OWNER)

OWNER'S NAME AND ADDRESS

OWNER'S SIGNATURE  DATE: *23-2-81*

THIS FORM SHOULD BE SENT TO

(Title of appropriate officer)

POSTCODE TELEPHONE

(Postal Address of responsible authority)

FOR APPEAL PROVISIONS
 SEE NOTE 2 ON BACK

Town and Country Planning Acts

Interim Development Order made by
the Sires of Whitlosea

Plan referred to in Part I of the Land

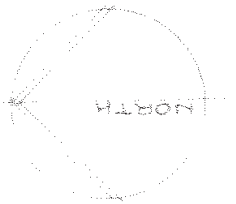
Application No. **2900**

A. Claire Middleton

For and on behalf of the Sires of Whitlosea

Note **16 MAR 1981**

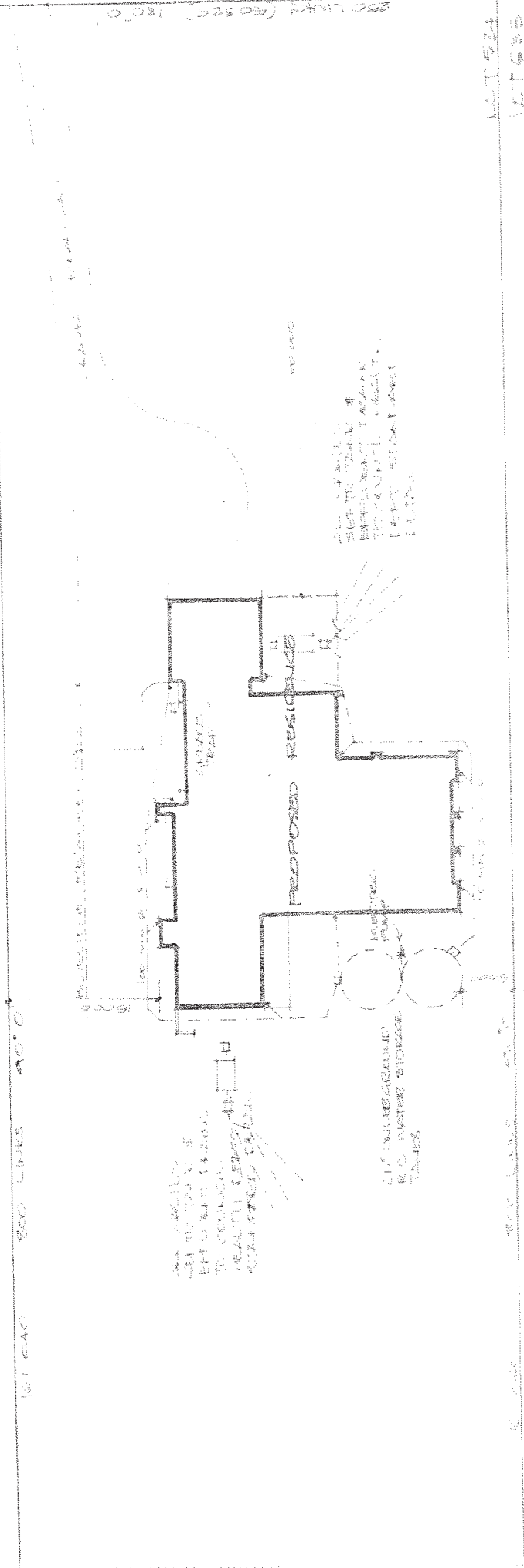
This Permit is for Land use only and does not
constitute a Building Permit.



GLENKUNNIE ROAD

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LOT 682



SITE PLAN

DATED

2023

DEBRA JOAN SECOMBE

VENDOR STATEMENT

Property: 301 Fifth Avenue, Eden Park VIC 3757

Mountain Ranges Conveyancing Pty Ltd
Licensed Conveyancer
WHITTLESEA VIC 3757
Tel: 03 9923 7493 / 0491 286 220
PO Box 346, Whittlesea VIC 3757
Ref: KG:2377