

# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address: 28 MAREBORNE STREET EPPING VIC 3076**

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

The terms of this contract are contained in the:

- \* Particulars of sale; and
- \* Special conditions, if any; and
- \* General conditions -

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing: .....

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

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

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

Print name of person signing.....

**RITA CALABRO**

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

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31

**Sale of Land Act 1962**

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

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

### Off-the-Plan Sales

Section 9AA(1A)

**Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

**PARTICULARS OF SALE**

**VENDOR'S ESTATE AGENT**

**HARCOURTS RATA & CO**  
1/337 Settlement Road  
THOMASTOWN VIC 3074

Tel: 9465 7766 Fax: Ref: Nicole Jahne Email: sold@rataandco.com.au

**VENDOR:**

**RITA CALABRO**

Tel: Email:

**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

**ARTHUR J DINES & CO**  
Suite 10, Level 1  
2 Enterprise Drive  
BUNDOORA VIC 3083

Tel: (03) 9470 8288 Ref: 007440 Email: leslie@ajdines.com.au

**PURCHASER**

Tel: Email:

**PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

Tel: Fax: Ref: Email:

**LAND**(general conditions 3 &9)

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11222/074	315	PS532410N

OR

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

The Land includes all improvements and fixtures.

**PROPERTY ADDRESS**

The address of the land is:  
**28 MAREBORNE STREET EPPING VIC 3076**

**GOODS SOLD WITH THE LAND**  
(general condition 2.3(f))

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

**PAYMENT**(general condition 11)

Price	\$	
Deposit	\$	Payable on the signing hereof
Balance	\$	Payable at settlement

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**GST**(general condition 13)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

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

**SETTLEMENT** (general condition 10)

Is due on ...../...../20

**LEASE** (general condition 1.1)

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

in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are:

**TERMS CONTRACT** (general condition 23)

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

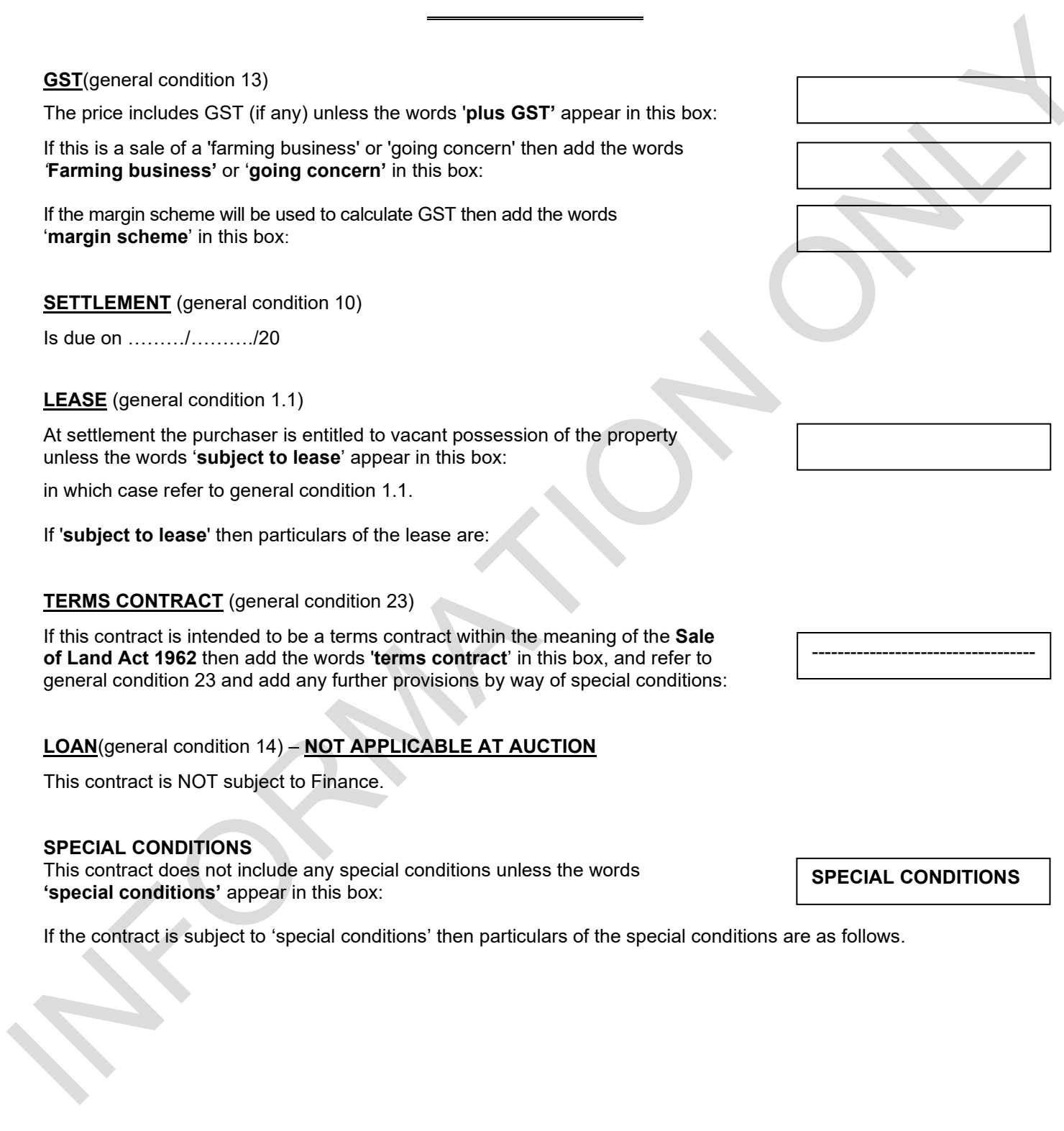
**LOAN**(general condition 14) – **NOT APPLICABLE AT AUCTION**

This contract is NOT subject to Finance.

**SPECIAL CONDITIONS**

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

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.



## SPECIAL CONDITIONS

1. The Property is offered for sale by Public Auction, subject to the Vendor's reserve price. The Rules for the conduct of the Auction shall be as set out in the Schedules 1 and 5 to the Sale of Land Regulations 2005 (Vic) or any rules prescribed by regulation which modify or replace those Rules and that the Auctioneer shall have the right to bid on behalf of the Vendor and that all such Vendor bids will be declared by the Auctioneer.

Rules for the conduct of an Auction

The schedules of the Sale of Land Regulations 2005 (Vic) prescribe rules for the conduct of Auctions are as follows:

- (a) The Auctioneer may make one or more bids on behalf of the Vendor at any time during the Auction and all such Vendor bids will be declared by the Auctioneer.
  - (b) The Auctioneer may refuse any bid.
  - (c) The Auctioneer may determine the amount by which bidding is to be advanced.
  - (d) The Auctioneer may withdraw the property from sale at any time.
  - (e) The Auctioneer may refer a bid to the Vendor at any time before the conclusion of the Auction.
  - (f) In the event of a dispute concerning a bid, the Auctioneer may re-submit the Property for sale at the last undisputed bid or start the bidding again.
  - (g) If a reserve price has been set for the property and the Property is passed in below the reserve price the Vendor will first negotiate with the highest bidder for the purchase of the Property.
2. If there shall be more than one Purchaser the agreements and obligations of the Purchaser and the conditions under this Contract shall bind them and any two or more of them jointly and each of them severally.
  3. The Purchaser covenants that he will pay to the Vendor any legal or other expenses reasonably incurred by the Vendor in respect of any default made by the Purchaser in carrying out the Purchaser's obligation under this Contract. Any such default shall not be deemed to be remedied until such expenses are paid by the Purchaser to the Vendor.

#### 4. FOREIGN CAPITAL GAINS WITHHOLDING

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

- 4.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this Special Condition unless the context requires otherwise.
- 4.2 Every Vendor under this contract is a foreign resident for the purposes of this Special Condition unless the Vendor gives the Purchaser a Clearance Certificate issued by the Commissioner under Section 14-220(1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The specified period in the Clearance Certificate must include the actual date of settlement.
- 4.3 The Special Condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with Section 14-2003(3) or Section 14-235 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** ("the amount" because one or more of the Vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**).
- 4.4 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.
- 4.5 The purchaser must:
  - (a) engage a Legal Practitioner or Conveyancer ("Representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations in the Special Condition; and
  - (b) ensure that the representative does so
- 4.6 The terms of the Representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the Representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the Representative in accordance with this Special Condition if the sale of the property settles;
  - (b) promptly provide the Vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this Special Condition; despite
  - (d) any contrary instructions, other than from both the Purchaser and the Vendor; and

(e) any other provision in the contract to the contrary.

4.7 The Representative is taken to have complied with the obligations in Special Condition 4.6 if:

- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

4.8 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.

4.9 The Vendor must provide the Purchaser with such information as the Purchaser required 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.

## 5. GST WITHHOLDING

5.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

5.2 This special condition 5 applies if the purchaser is 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 a *\*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 special condition 5 is to be taken as relieving the vendor from compliance with section 14-255.

5.3 The amount is to be deducted from the vendors entitlement to the contract *\*consideration* 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 represented by non-monetary consideration.

5.4 The purchaser must:

- (a) engage a legal practitioner or conveyancing ("representative") to conduct all the legal aspects of settlement including the performance of the purchaser's obligations under the legislation and this special condition; and
- (b) ensure that the representative does so.

5.5 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 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 special condition on settlement of the sale of 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 special condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor and
- (e) any other provision in this contract to the contrary.

5.6 The representative is taken to have complied with the requirements of special condition 5.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5.7 The purchaser may at settlement give 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 settlement system described in special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7, 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 to the vendor the bank cheque.

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

5.9 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 obligations 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 property providing the information warrants that it is true and correct.

5.10 The Vendor warrants that:

- (a) at settlement, the property is not new residential premises 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 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.

5.11 The purchaser is responsible for any penalties or interest payable by 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 the vendor's failure, including breach of a warranty in special condition 5.10; or
- (b) the purchaser's reasonable believe that the property is neither new residential 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 exemption applies.

5.12 This special condition will not merge on settlement.

6. **GST withholding – Residential premises or potential residential land**

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

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

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

**(a) Vendor's notice**

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

**(b) Amount to be withheld by the purchaser**

- (i) Where the margin scheme applies 7% of the purchase price; Otherwise
- (ii) 1/11<sup>th</sup> of the consideration inclusive of GST (which may include non-cash consideration).

**(c) Purchaser to notify Australian Taxation Office**

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

**(d) Purchaser to remit withheld amount**

do all things including the execution of a Lease which may be necessary or ancillary to the proper management of the Property.

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

**(e) Vendor to indemnify purchaser**

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

**7. GENERAL PROVISIONS**

**7.1 Amendments to General Conditions**

- (a) The warranties contained in General Conditions 2.1, 2.3 and 2.4 shall be read subject to these Special Conditions;
- (b) General Conditions 5 and 8 are deleted;
- (c) General Conditions 10.1(b)(i) is amended by substituting the words "do all things" with the words "provide all title documents reasonably";
- (d) General Conditions 11.4, 11.5 and 11.6 are deleted;
- (e) General Condition 12.4 is added:-  
"Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objections to title.";
- (f) General Condition 13.3 is deleted and replaced with "If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and: (a) the price includes GST; or (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided."
- (g) General Conditions 15.3 is added:-  
"If requested by the Vendor, the Purchaser must provide copies of all certificates and relevant information used to calculate adjustments,";
- (h) General Condition 17 is deleted;
- (i) General Condition 24.1 is amended by inserting the words "The parties acknowledge and accept that the risk of loss or damage to the Property passes to the Purchaser on settlement." Following the word "settlement."
- (j) General Conditions 24.4, 24.5 and 24.6 are deleted;
- (k) General Condition 25 is amended by inserting the following paragraph at the end of the general condition:  
"The purchaser acknowledges that without limitation the following items constitute "a reasonably foreseeable loss":
  - (i) all costs associated with bridging finance to complete the vendor's purchase of another

property;

- (ii) expenses payable by the vendor under any existing loans secured over the property or other property by the vendor;
  - (iii) accommodation expenses incurred by the vendor;
  - (iv) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach;
  - (v) penalties and any other expenses payable by the vendor due to any delay in completion of the vendor's purchase of another property; and
  - (vi) if the default results in settlement being delayed until after 31 December in any calendar year, any land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year";
- (l) General Condition 26 is amended by substituting the words "2% per annum" with the words "4% per annum"; and
- (m) General Condition 28.4(a) is amended by substituting the word "up" with the word "equal".

## 7.2 **Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

## 7.3 **No right of set off**

Unless this Contract states otherwise, a party has no right of set-off against a payment due to another party.

8. The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option. General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.
9. General Condition 15.1 shall be read to include as outgoings the Purchaser's portion of any rates, taxes, assessments, charges, levies or contributions (including property outgoings that may not be separately assessed) on the property.
10. Further to General Condition 15, the parties hereby agree that adjustments must be prepared on behalf of the Purchaser and provided to the Vendor's Solicitor not less than 4 days prior to the due date of settlement and any failure to do so will result in the Purchaser incurring an administration fee to the Vendor's Solicitor of \$220.00 for the delay in receiving the Statement of Adjustments and furthermore the Vendor may refuse to settle until 4 business days after the Statement of Adjustments is delivered to the Vendor's Solicitor. If this Contract is not completed on or before the settlement date due to the Purchaser's breach of this condition, the Purchaser is deemed to have defaulted in the payment of the balance of purchase monies from the due date for settlement until the date when settlement is effected.

The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

11. If the Land contains a Swimming Pool or Spa ("pool") the purchaser acknowledges that it may be required to comply with the provisions of the Building Act 1993 and any Building Regulations ("Regulations") in particular to those relating to registration of the pool with the municipal council and compliance with relevant Regulations with regard to safety barriers, and the Purchaser will not be entitled to make any objection or claim or be entitled to compensation or damages from the Vendor in relation to any failure of the Vendor to register the pool prior to 1 November 2020 with the municipal council or in relation to any works required to be carried out by the Purchaser after the pool is registered to bring the safety barriers into compliance with the Regulations. General Condition 21 shall not apply to any requirement to register the pool with the municipal council.
12. (a) Notwithstanding any other provision of this Contract of Sale, if settlement has not taken place on or before 20 December in any calendar year that settlement is set then both parties agree that settlement of this Contract of Sale will be set on 14 January of the following calendar year.
- (b) Neither party may issue a Default Notice on the other party between 20 December and 14 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 12(a).
- (c) Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 12.

13. The Purchaser acknowledges that:
  - (a) no information, representation or warranty by the Vendor, the Selling Estate Agent or the Vendor's Solicitor has been supplied or made with the intention or knowledge that the Purchaser would rely on it;
  - (b) the Purchaser has not in fact relied on any such information, representation or warranty;
  - (c) the Purchaser has made or procured the Purchaser's own inspections, investigations, examinations and enquiries in respect of all aspects of the property including without limitation the land, improvements, planning restrictions, building regulations and the suitability of the property for any purpose or any business to be carried on there; and
  - (d) this Contract sets out the entire agreement between the parties for the sale and purchase of the property and supersedes all previous Contracts, Agreements, understandings and negotiations in relation to the sale and purchase.
14. The Plans and Drawings of the property attached to the Vendor's Statement, if any, are a guide only and the Vendor gives no representation in relation to these drawings or any permits. If the Purchaser chooses to use these drawings, there is no recourse to the Vendor. The Purchaser acknowledges and understands the planning information attached to the Vendor's Statement and is warned to investigate planning in the relevant planning scheme thoroughly.
15. The Purchaser acknowledges having inspected the property and accepts it in its present state of repair and condition and with only those services connected as disclosed in the Vendors Statement. The Purchaser shall not make any requisition or objection nor be entitled to any compensation in respect of the condition or state of repair of the property, any defect, whether latent or patent, or any non-compliance of the improvements or any alterations or additions thereto with the provisions of the Local Government Act, Building Control Act or any other Act or any regulations made under such Acts or with the requirements of any relevant responsible Authorities. The Purchaser assumes responsibility for connection of services not already connected to the property. Furthermore, the purchaser acknowledges that the property is or may be within an area where town planning applications for multiunit developments may be made and the purchaser should make his/her own enquiries in relation to the existence of any such multiunit developments and will not make any requisition or objection nor be entitled to any compensation in respect to the existence or otherwise of any multiunit developments in the vicinity or in plan of subdivision of the property herein sold.

# CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

## TITLE

### 1. Encumbrances

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

### 2. Vendor warranties

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

### 3. Identity of the land

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

### 4. Services

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

### 5. Consents

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

### 6. Transfer

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

### 7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

**7.4** The vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

**7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —

- (a) that —
  - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
  - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

**7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

**7.7** A release for the purposes of general condition 7.4(a) must be in writing.

**7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

**7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

**7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

**7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

**7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

**7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.

**7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

**7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## **8. Builder warranty insurance**

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

## **9. General law land**

**9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

**9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

**9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

**9.4** The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

**9.5** The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

**9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

**9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## **MONEY**

## **10. Settlement**

**10.1** At settlement:

- (a) the purchaser must pay the balance; and

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

## 11. Payment

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

## 12. Stakeholding

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

## 13. GST

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

## 14. Loan

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

## 15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

- (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## TRANSACTIONAL

- 16. Time**
- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. Service**
- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Nominee**
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. Liability of signatory**
- Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.
- 20. Guarantee**
- The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
- 21. Notices**
- The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. Inspection**
- The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- 23. Terms contract**
- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.
- 24. Loss or damage before settlement**
- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
- 25. Breach**

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

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

## DEFAULT

### 26. Interest

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

### 27. Default notice

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

27.2 The default notice must:

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

### 28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

# GUARANTEE and INDEMNITY

I/We, ..... of.....

and ..... of.....

being the **Sole Director / Directors** of ..... ACN .....  
 (called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

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

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

this.....day of.....20.....

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

in the presence of: ) Director (Sign)  
 )  
 Witness..... )

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

in the presence of: ) Director (Sign)  
 )  
 Witness..... )

# Section 32 Statement

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

<b>Vendor:</b>	<b>RITA CALABRO</b>
<b>Property:</b>	<b>28 MAREBORNE STREET EPPING VIC 3076</b>

**VENDORS REPRESENTATIVE**  
**Arthur J Dines & Co**  
Suite 10, Level 1,2 Enterprise Drive,  
BUNDOORA VIC 3083

**(All Correspondence to)**  
PO Box 2111, University Hill,  
BUNDOORA VIC 3083

Tel: (03) 9470 8288  
Email: [admin@ajdines.com.au](mailto:admin@ajdines.com.au)  
File Reference: 007440

### **32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

**Their total does not exceed \$4,000.00**

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

None to the Vendors knowledge apart from Land Tax if the property is not the Purchaser's principle place of residence

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

### **32B INSURANCE**

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

### **32C LAND USE**

#### **(a) RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

#### **(b) BUSHFIRE**

This land is not in a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

#### **(c) ROAD ACCESS**

There is access to the Property by Road.

#### **(d) PLANNING**

Planning Scheme:

Responsible Authority:

Zoning:

Planning Overlay/s: See attached Certificate

### **32D NOTICES**

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land, unless disclosed

herein, however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

Apart from those disclosed above, the Vendor/s are not aware of what permits (if any) in relation to the property have or have not been obtained.

**32F OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

(a) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

**32H SERVICES**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected at the Purchaser's cost.

**32I TITLE**

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

**32J DOCUMENTS**

- (a) Certificate of Title Volume 11222 Folio 074;
- (b) Plan of Subdivision No. 532410N incorporating Covenant;
- (c) Section 173 Agreement No. AC782656R;
- (d) Section 173 Agreement No. AD005180W;

- (e) Section 173 Agreement No. AD586934Y;
- (f) Anstat Roads Certificate;
- (g) Whittlesea City Council Rate Notice;
- (h) Yarra Valley Water Information Statement;
- (i) Planning Property Report;
- (j) Anstat Planning Certificate; and
- (k) Due Diligence Checklist.

**IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS**

**Undischarged Mortgages – S32A(a)**

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

**Terms Contracts – s32A(d)**

Where the land is to be sold pursuant to terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

**DATE OF THIS STATEMENT**

/  /20

**Name of the Vendor**

RITA CALABRO

**Signature/s of the Vendor**

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

Register Search Statement - Volume 11222 Folio 074

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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 11222 FOLIO 074

Security no : 124120421529M  
Produced 05/12/2024 02:34 PM

LAND DESCRIPTION

Lot 315 on Plan of Subdivision 532410N.  
PARENT TITLE Volume 10931 Folio 552  
Created by instrument AH444869S 20/08/2010

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
RITA CALABRO of 28 MAREBORNE STREET EPPING VIC 3076  
AK220935F 05/03/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR491121A 26/09/2018  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS532410N 14/03/2006

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

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

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

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

DIAGRAM LOCATION

SEE PS532410N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 28 MAREBORNE STREET EPPING VIC 3076

ADMINISTRATIVE NOTICES

-----  
NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 26/09/2018

DOCUMENT END


**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 05/12/2024, for Order Number 86391971. Your reference: CALABRO007440.**

INFORMATION ONLY

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

<p><b>Location of Land</b>                  Parish: WOLLERT                  Township: -                  Section: 10                  Crown Allotment: -                  Crown Portion: 4 (PART)                  Title References                  C/T VOL 10891 FOL 105                  Last Plan Reference: Lot D on PS 528528M</p> <p>Postal Address: 100B ANGLERS DRIVE                  (At time of subdivision) EPPING 3076</p> <p>AMG Co-ordinates: E 326 900                  (Of approx. centre of plan) N 5 833 300 Zone 55</p>	<p style="text-align: center;"><b>Council Certification and Endorsement</b></p> <p>Council Name: WHITTLESEA CITY COUNCIL Ref: 605784</p> <p><del>1. This Plan is certified under Section 6 of the Subdivision Act 1988.</del></p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988                  Date of original certification under section 6 11/1/2005</p> <p><del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del></p> <p>OPEN SPACE                  (i) A requirement for public open space under Section 18 Subdivision Act 1988 has <del>not</del> been made.                  (ii)                  (iii) The requirement has been satisfied.</p> <p>The requirement is to be satisfied in Stage _____</p> <p>Council delegate  <del>Council seal</del>                  Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate  <del>Council seal</del>                  Date 10/1/2006</p>
<b>Vesting of Roads or Reserves</b>	
Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1 RESERVE No. 2	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL SPI ELECTRICITY PTY LTD

<b>Notations</b>	
Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning permit No.
Lots 1 to 267 (both inclusive) have been omitted from this plan	
Survey: This plan is based on survey AP 121957D & AP 122159D (To be completed where applicable)	
This survey has been connected to permanent mark no(s). 27 & 76 in Proclaimed Survey Area no. -	

<b>Easement Information</b>					<u>LR use only</u>
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	Received <input checked="" type="checkbox"/>
	SEE SHEET	2			Date: 2/3/2006
					<u>LR use only</u> PLAN REGISTERED TIME 4:46. Date: 14/3/2006  Assistant Registrar of Titles.

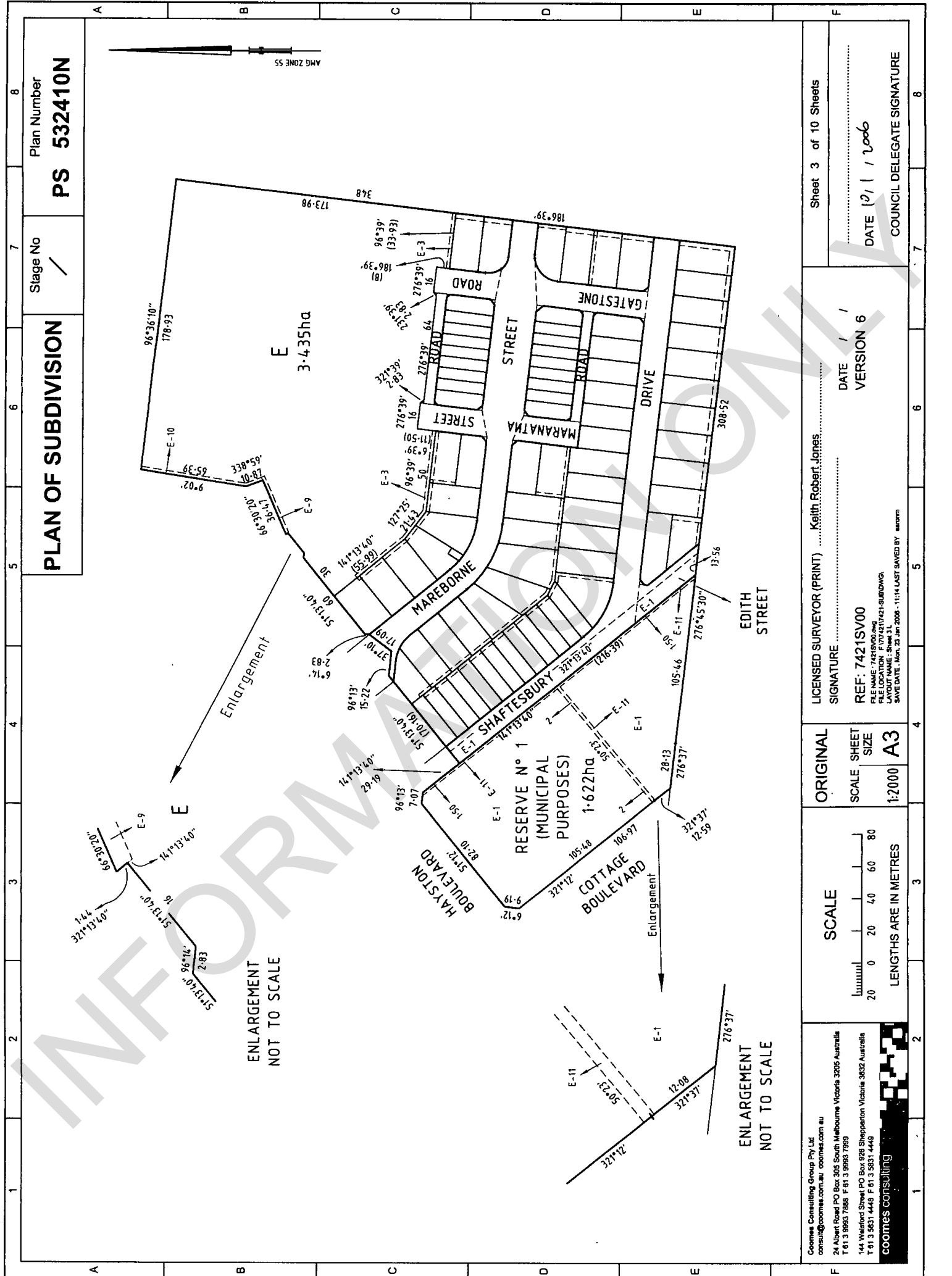
<b>HAYSTON VALLEY ESTATE - STAGE 5 (80 LOTS)</b>		<b>AREA OF STAGE - 6.768ha</b>		Sheet 1 of 10 Sheets
Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999 144 Welford Street PO Box 928 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4448 coomes consulting	LICENSED SURVEYOR (PRINT) Keith Robert Jones SIGNATURE ..... DATE / / REF: 7421SV00 VERSION 6 FILE NAME 7421SV00.dwg FILE LOCATION: F:\7421\7421-SUB\DWG LAYOUT NAME: Sheet 1 SAVE DATE Mon, 23 Jan 2006 - 11:14 LAST SAVED BY: aaronm	DATE 10/1/2006 COUNCIL DELEGATE SIGNATURE Original sheet size A3		

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

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Electricity Supply	See Diag.	C/E E 315622	State Electricity Commission
E-2	Drainage	2	This Plan	Whittlesea City Council
E-3	Sewerage	2	This Plan	Yarra Valley Water Limited
E-4	Drainage	3	This Plan	Whittlesea City Council
E-5	Sewerage	3	This Plan	Yarra Valley Water Limited
E-6	Drainage	3	This Plan	Whittlesea City Council
E-6	Sewerage	3	This Plan	Yarra Valley Water Limited
E-7	Drainage	2	This Plan	Whittlesea City Council
E-7	Sewerage	2	This Plan	Yarra Valley Water Limited
E-8	Party Wall	0.15	This Plan	The relevant abutting Lot on this plan.
E-9	Drainage	2	PS 528528M	Whittlesea City Council
E-10	Drainage & Sewerage	2	PS 528528M	Land in PS528528M
E-10	Sewerage	2	PS 528528M	Yarra Valley Water Limited
E-10	Drainage	2	PS 528528M	Whittlesea City Council
E-11	Electricity Supply	See Diag.	C/E E 315622	State Electricity Commission
E-11	Gas Supply	See Diag.	This Plan	Vic Gas Distribution Pty Ltd. ACN 085 899 001
E-11	Water Supply	See Diag.	This Plan	Yarra Valley Water Limited

INFORMATION

Sheet 2 of 10 Sheets	
Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999 144 Welsford Street PO Box 926 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4449 <b>coomes consulting</b>	LICENSED SURVEYOR (PRINT) <u>Keith Robert Jones</u> SIGNATURE ..... DATE / / REF: 7421SV00 VERSION 6 <small>FILE NAME 7421SV00.dwg                  FILE LOCATION F:\7421\7421-SUBDWG                  LAYOUT NAME Sheet 2                  SAVE DATE Mon, 23 Jan 2006 - 11 14 LAST SAVED BY aaronm</small>
DATE <u>10/11/2006</u> COUNCIL DELEGATE SIGNATURE Original sheet size A3	



# PLAN OF SUBDIVISION

Stage No /

Plan Number  
**PS 532410N**

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 T 61 3 9531 4448 F 61 3 9531 4449  
**COOMES CONSULTING**

**SCALE**

LENGTHS ARE IN METRES

**ORIGINAL SCALE SHEET SIZE**  
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DATE / /  
 VERSION 6

Sheet 3 of 10 Sheets  
 DATE 21 / 1 / 2006  
 COUNCIL DELEGATE SIGNATURE

1 2 3 4 5 6 7 8  
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# PLAN OF SUBDIVISION

Stage No

Plan Number

## PS 532410N

SEE SHEET 3

332

333

RESERVE N°2  
(ELECTRICAL  
SUBSTATION  
PURPOSES)  
35m<sup>2</sup>

329  
638m<sup>2</sup>

330  
576m<sup>2</sup>

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410m<sup>2</sup>

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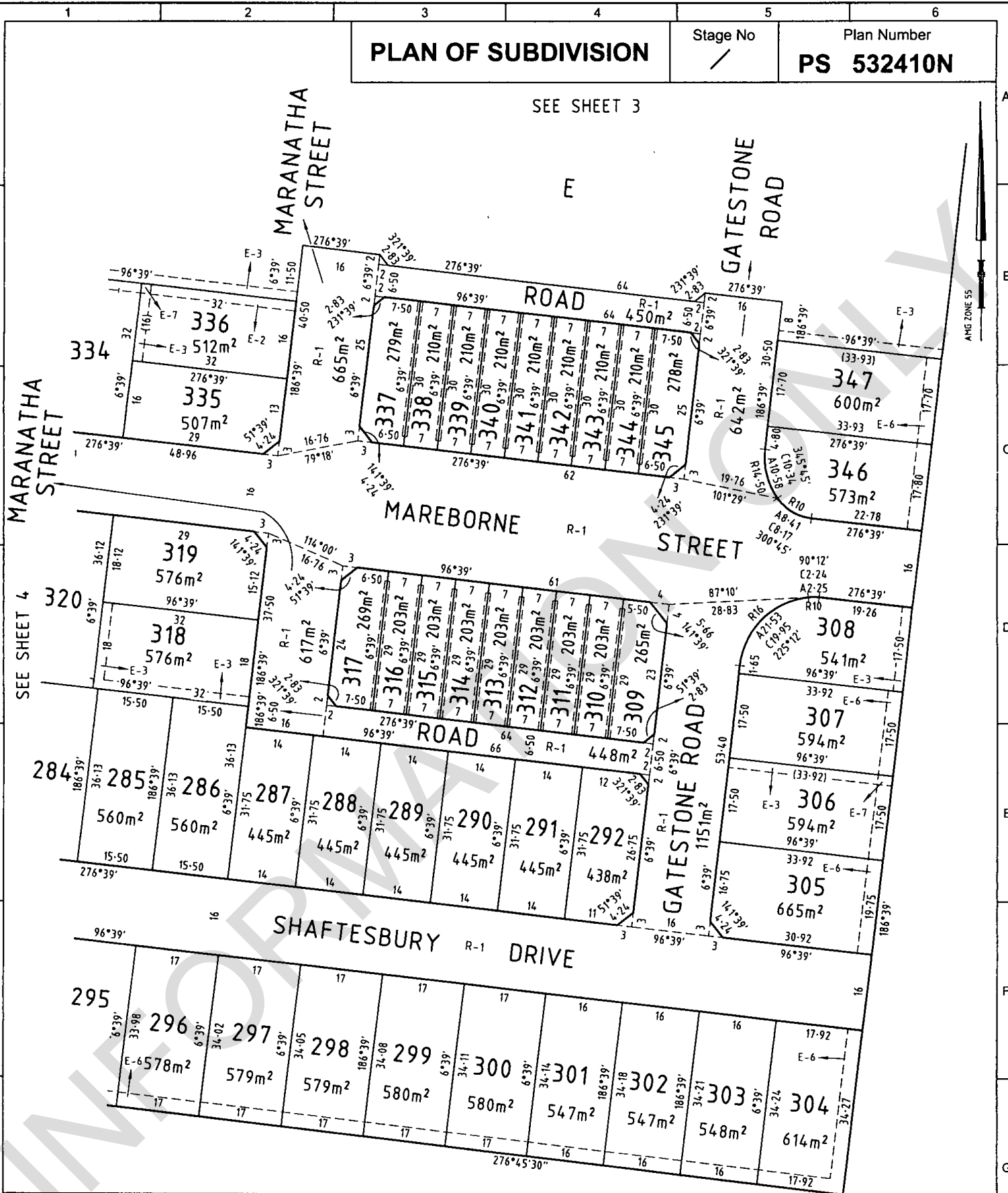
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Stage No  
/

Plan Number

## PS 532410N

SEE SHEET 3

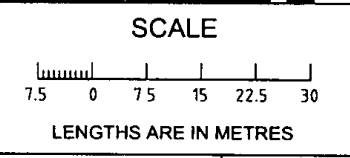


SEE SHEET 4

SEE SHEET 7 FOR  
PARTY WALL EASEMENTS

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ORIGINAL  
SCALE SHEET  
SIZE  
1:750 **A3**

LICENSED SURVEYOR **Keith Robert Jones**

SIGNATURE .....

DATE / /

VERSION 6

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Sheet 5 of 10 Sheets

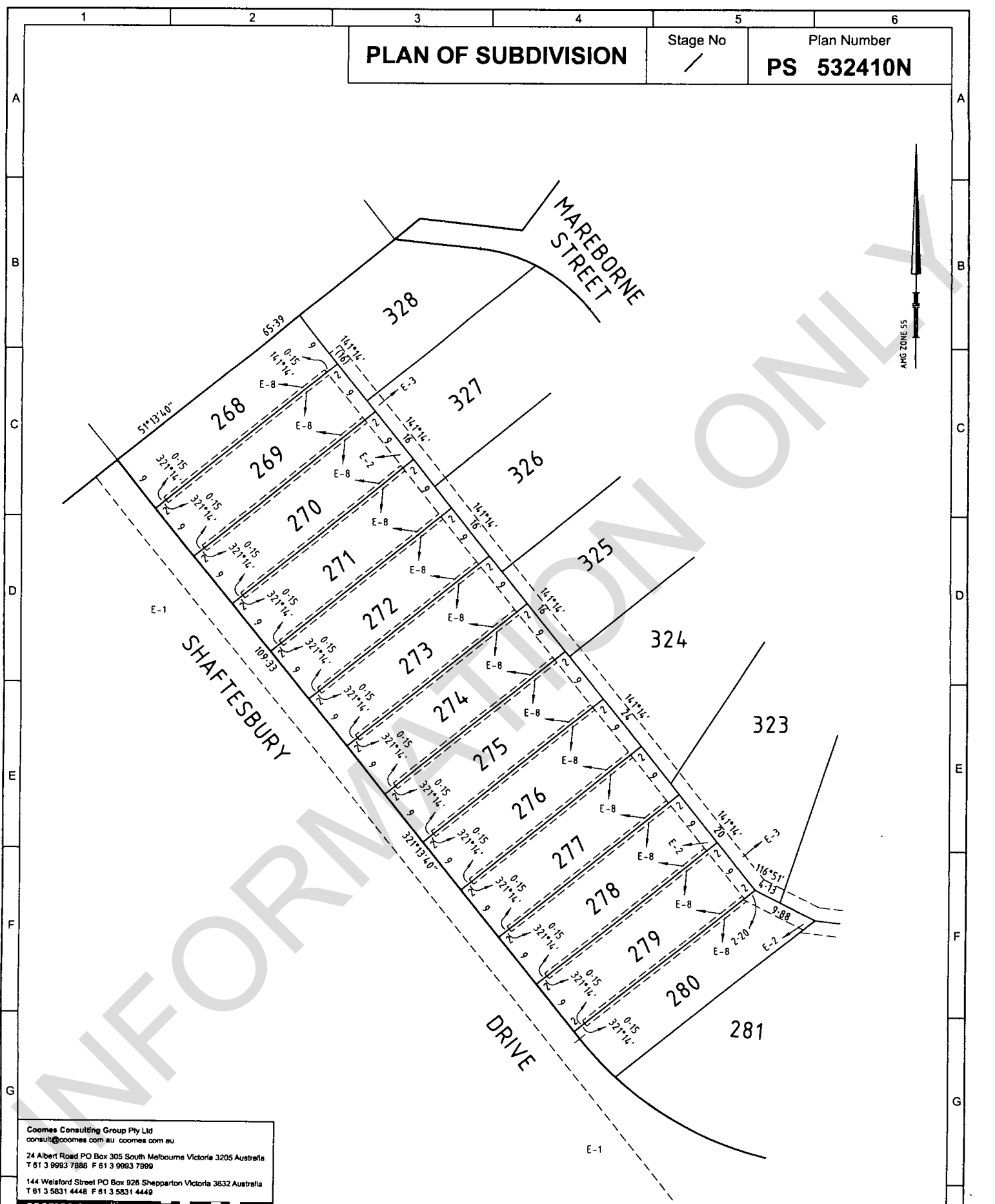
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**PLAN OF SUBDIVISION**

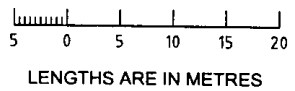
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/

Plan Number  
**PS 532410N**



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**SCALE**



**ORIGINAL**  
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 SIZE  
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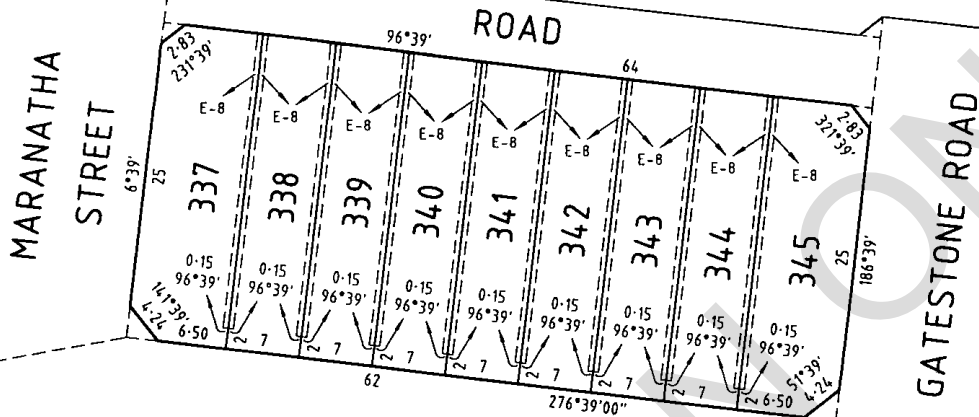
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# PLAN OF SUBDIVISION

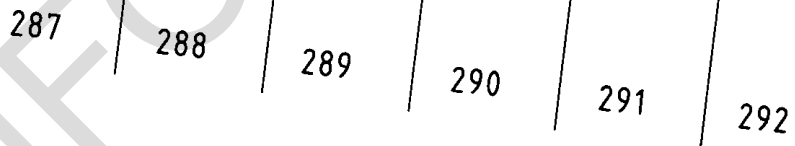
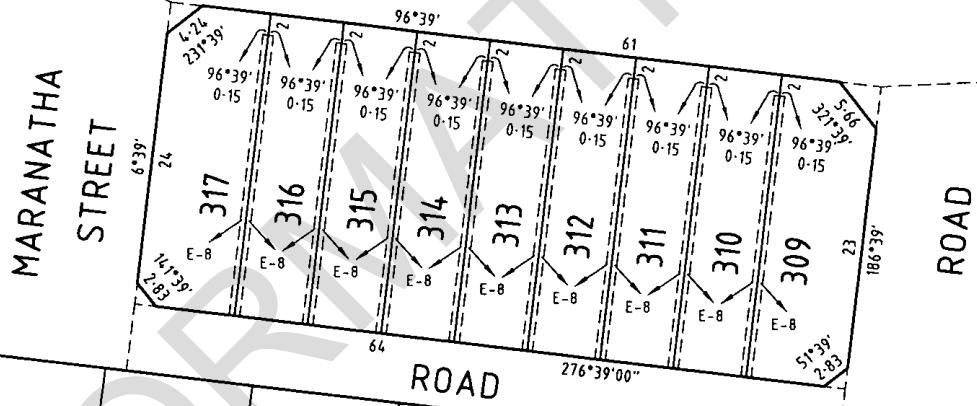
Stage No

Plan Number

**PS 532410N**



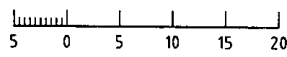
## MAREBORNE STREET



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Sheet 7 of 10 Sheets

### SCALE



LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE  
**1:500 A3**

LICENSED SURVEYOR Keith Robert Jones

SIGNATURE .....

DATE / /  
**VERSION 6**

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 LAYOUT NAME Sheet 7  
 SAVE DATE Mon, 23 Jan 2006 - 11:14 LAST SAVED BY asarom

DATE 10/1/2006  
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3

**PLAN OF SUBDIVISION**

Stage No

Plan Number

/

**PS 532410N**

CREATION OF RESTRICTION

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


For the purposes of this restriction:

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

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

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

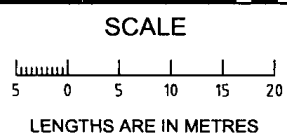
DESCRIPTION OF RESTRICTION: The registered proprietor or proprietors of any lot on this plan to which any of the following restrictions applies shall not

- 1) Construct more than one dwelling on any lot on this plan.
- 2) For Lots 268 to 280, 287 to 292, 294, 309 to 317, 328, 337 to 345 (all inclusive) construct any dwelling outside the area shown thus  on Sheets 9 and 10 of this plan.

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

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 coomes consulting

Sheet 8 of 10 Sheets



**ORIGINAL**  
 SCALE SHEET SIZE  
 1:500 **A3**

LICENSED SURVEYOR Keith Robert Jones  
 SIGNATURE ..... DATE / /  
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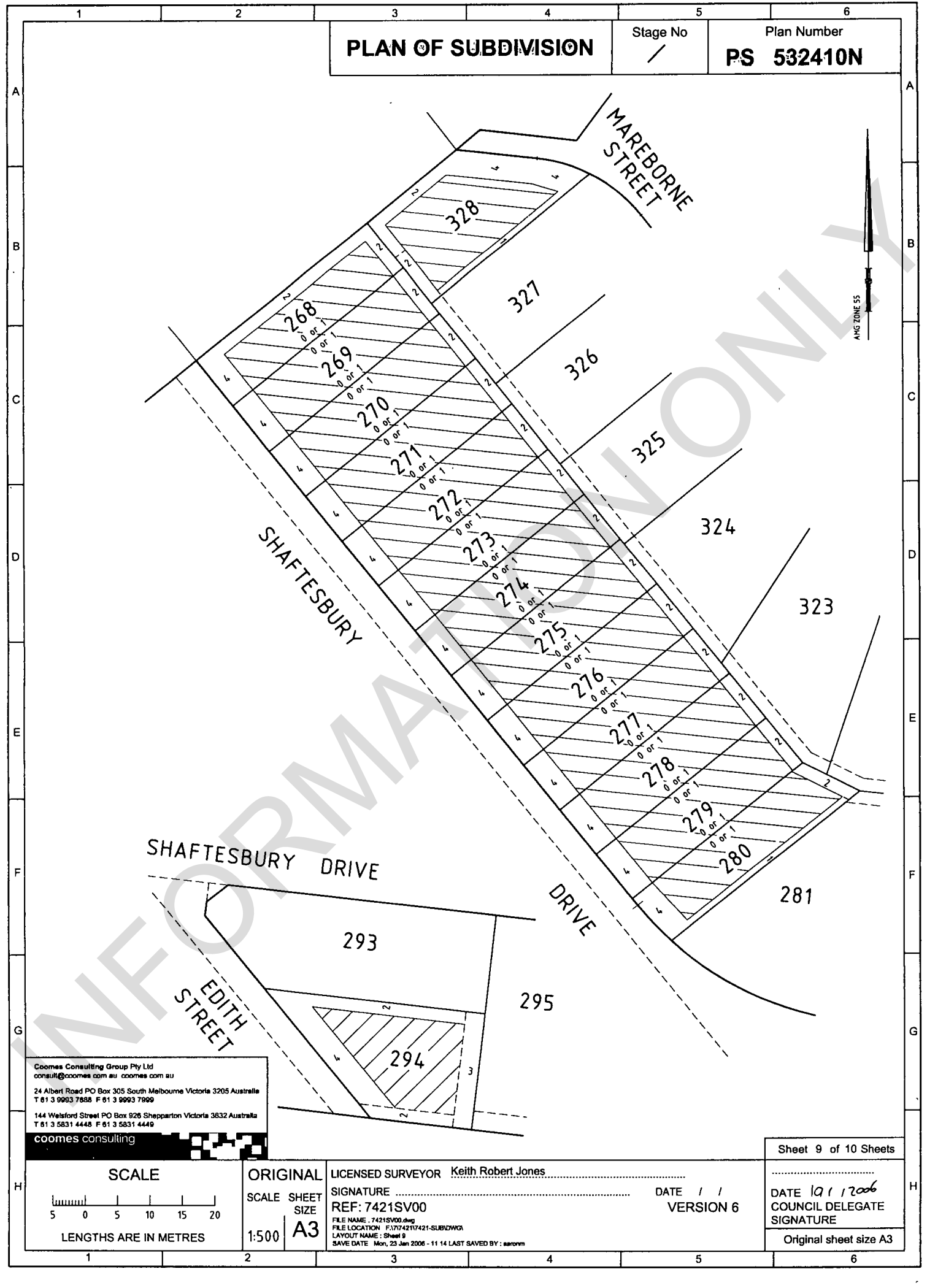
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# PLAN OF SUBDIVISION

Stage No /

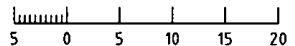
Plan Number

## PS 532410N



Coomes Consulting Group Pty Ltd  
 consult@coomes.com.au coomes.com.au  
 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia  
 T 61 3 9993 7888 F 61 3 9993 7899  
 144 Welsford Street PO Box 926 Shepparton Victoria 3632 Australia  
 T 61 3 5831 4448 F 61 3 5831 4449  
 coomes consulting

### SCALE



LENGTHS ARE IN METRES

ORIGINAL  
 SCALE SHEET  
 SIZE  
 1:500 A3

LICENSED SURVEYOR Keith Robert Jones  
 SIGNATURE ..... DATE / /  
 REF: 7421SV00 VERSION 6  
 FILE NAME: 7421SV00.dwg  
 FILE LOCATION: F:\7421\7421-SUBDWG  
 LAYOUT NAME: Sheet 9  
 SAVE DATE: Mon, 23 Jan 2006 - 11:14 LAST SAVED BY: aaronv

Sheet 9 of 10 Sheets

DATE 19/1/2006  
 COUNCIL DELEGATE  
 SIGNATURE

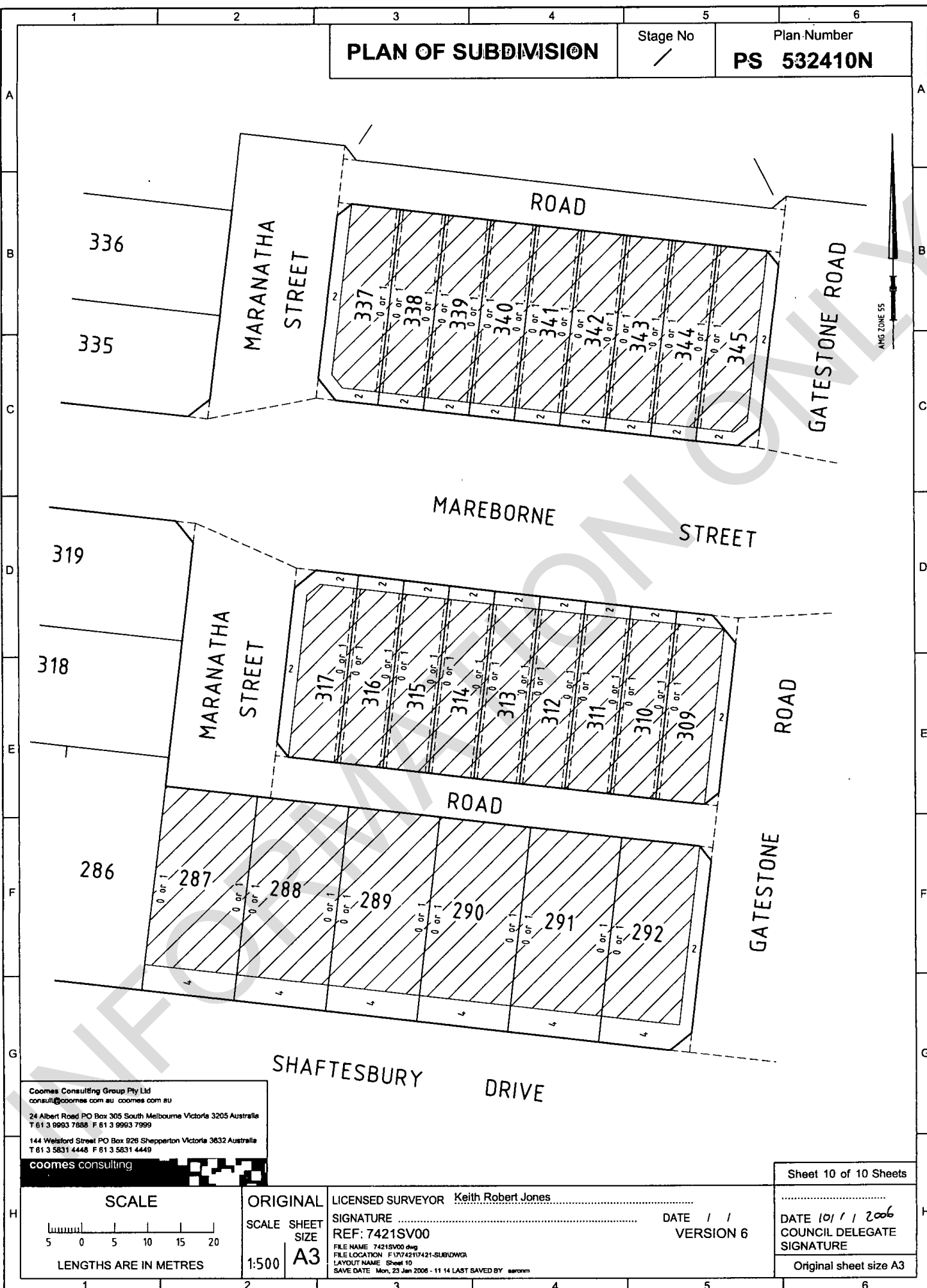
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**PLAN OF SUBDIVISION**

Stage No /

Plan-Number

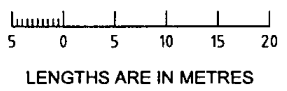
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Sheet 10 of 10 Sheets

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FORM 13

4

AC782656R

05/04/2004 \$59 173



Schedule 1 of the *Planning and Environment Regulations 1*

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

s. 181 (1)

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

BLAKE DAWSON WALDRON

Name: ~~BEST HOOPER~~

496P

Phone: ~~9670 8951~~

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

Ref: ~~TVR:KW:03051084~~

Customer Code: ~~0485 U~~

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

now = Vol. 10795 Fol. 262 TO 336 (Bi)

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

Authority: City of Whittlesea City Council.

AMENDED

Section and Act under which Agreement made:

- 3 MAY 2004

Section 173 Planning and Environment Act 1987

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

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: GRAEME BRENNAN

Position Held: CHIEF EXECUTIVE OFFICER

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



DAC782656R-1-8

23 APR 2004

**AC782656R**

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PLANNING AND ENVIROMENT ACT 1987

SECTION 173 AGREEMENT

WHITTLESEA CITY COUNCIL

AND

HAYSTON VALLEY ESTATE PTY LTD

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



**DAC782656R-2-6**

**BEST HOOPER**

Solicitors

563 Little Lonsdale Street  
MELBOURNE VIC 3000

INFORMATION ONLY

THIS AGREEMENT made the

29

day of

MARCH 2004

AC782656R

05/04/2004 \$59

173




**BETWEEN**

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

**AND**

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

**WHEREAS:**

- A. The Owner is the registered proprietor of the Land contained in Certificates of Title Volume 10678 Folio 005 and Volume 10679 Folio 875 situated at 110 Epping Road, Epping ("the Land").
  - B. On 27 May 2003 the Council issued Permit No. 707589 ("Permit") allowing the Land to be subdivided in stages in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Conditions 21 and 23 of the Permit require the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Permit is attached to this Agreement and marked "A".
- 

**DAC782656R-3-4**
- C. The parties enter into this agreement:-
    - (a) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Land and the vicinity thereof;
    - (b) to comply with conditions 21 and 23 of the Permit.
  - D. Council is the responsible authority pursuant to the Act for the Planning Scheme.
  - E. As at the date of this Agreement, the Land is encumbered by Mortgage Nos. AB622237T and AC540646W in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Land.

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

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

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3. The Owner covenants and agrees that:-

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

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

5. The Owner further covenants and agrees that:



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

6. The Owner warrants and covenants that:-

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

14. In this Agreement unless the context admits otherwise:

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



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

IN WITNESS WHEREOF:-

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



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

**AC782656R**

05/04/2004 \$59 173



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AC782656R

05/04/2004 \$59 173



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

*Stephen Hay*  
Signature of Director

*Sonia A Neill*  
Signature of Secretary

STEPHEN FENTON GLEN HAY  
Full Name

SONIA AUDLEY NEILL  
Full Name

3 SKYLINE DRIVE MARI BYRONONG  
Usual address

RSD 6318 SLEWAROONA ROAD  
Usual address BROADFOLD.

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

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

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

*Stephen Hay*  
*Sonia A Neill*



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

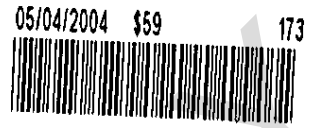
A

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

AC782656R



**PLANNING PERMIT**

WHITTLESEA PLANNING  
SCHEME

**ADDRESS OF THE LAND:**

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



**THE PERMIT ALLOWS:**

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

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

**1. Amended Plan Required**

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

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

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

Signature for the  
Responsible Authority:

707589



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

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

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

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

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

**3. Layout Not Altered**

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

**4. Subdivision Restriction**

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

**5. Landscape Masterplan**

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

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

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**Date Amended: 22 October 2003**

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

**6. Functional Layout Plan Requirements**

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

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

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

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

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



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Date Amended: 22 October 2003

Signature for the Responsible Authority: 





## 8. Landscape Plans

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

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

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

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

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



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

## 9. Staged Plan

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

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

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

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

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Date Amended: 22 October 2003

Signature for the  
Responsible Authority: J.P.M.

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

**11. Bonding of Approved Landscape Works**

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

**12. Conduits Requirement**

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



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





**13. As Constructed Plans**

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

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

**14. Certification Plan Requirements**

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

**15. Stormwater Drainage**

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

The following is noted about the drainage requirements:


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

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

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

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

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

Signature for the Responsible Authority: 





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

Works shall only be permitted to commence after the following:

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

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

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

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

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

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Date Amended: 22 October 2003

Signature for the Responsible Authority:



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

**19. Embellishment of Open Space**

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

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



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

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

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


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

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

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

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

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

Signature for the Responsible Authority: 





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

*attachment c*

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

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

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

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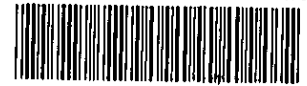


**23. Fences adjoining Reserves**

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

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

Signature for the Responsible Authority:



**24. Removal of Topsoil**

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

**25. Street Lighting**

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

**26. Filling of Land**

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

**27. Development Contributions**

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

Note: Development contributions include contributions for Community Infrastructure.

**28. Restrictive Covenant Restriction**

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

**29. Construction Access Maintenance**




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

**30. Erosion and Sediment Control Plan**

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

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

Signature for the  
Responsible Authority: 



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

**VicRoads Conditions**

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

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

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

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



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

Signature for the Responsible Authority:



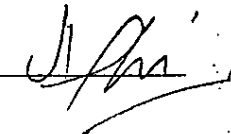
- 36. To the satisfaction of and at no cost to VicRoads and the responsible authority the developer shall be responsible for all mitigating works.
- 37. Construction activities within the road reserve must be performed in accordance with the relevant sections of VicRoads' Standard Specification for Roadworks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

**Melbourne Water Conditions**

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

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

**Signature for the Responsible Authority:** 



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**Yarra Valley Water Conditions**

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

**TXU Conditions**

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

**Telstra Conditions**

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

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

Signature for the  
Responsible Authority:



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

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

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

**Country Fire Authority Conditions**




**Access**

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

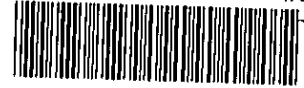

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Date issued: 27 May 2003  
 Date Amended: 22 October 2003

Signature for the Responsible Authority: 

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**Water Supply**

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

**Protective Features**

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

**SPI PowerNet Conditions**

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

**NOTES:**



**DAC782656R-23-0**

**Time Limit Note**

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

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

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

**Signature for the Responsible Authority:**

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

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

**Native Vegetation Note**

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

**Melbourne Water Note**

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

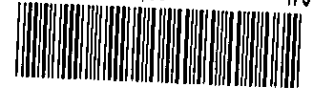
**Amended Permit Note**

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

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

**AC782656R**

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**DAC782656R-24-3**

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

**Signature for the Responsible Authority:**

**B**

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

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

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref:

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

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

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

Council delegate  
 Council seal  
 Date / /

Vesting of Roads or Reserves

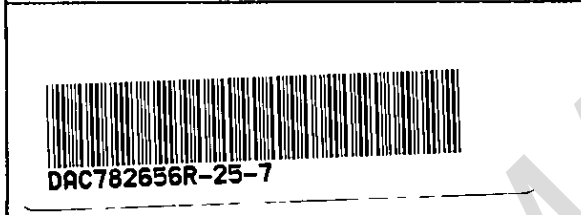
Identifier	Council/Body/Person
ROAD R-1 RESERVE No. 1 and 3 RESERVE No. 2	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL TXU Electricity Ltd ACN 064 651 118



**AC782656R**

**Notations**

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



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

**Easement Information**

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

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

LR use only

Statement of compliance/  
Exemption Statement

Received

Date: / /

LR use only

**PLAN REGISTERED  
TIME**

Date: / /

Assistant Registrar of Titles.

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

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

Consulting Group Pty Ltd  
 24 Albert Road South Melbourne Vic 3205 Australia  
 ACH 606 829 435 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999  
 Email coomes@coomes.com.au Web www.coomes.com.au

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE ..... DATE / /

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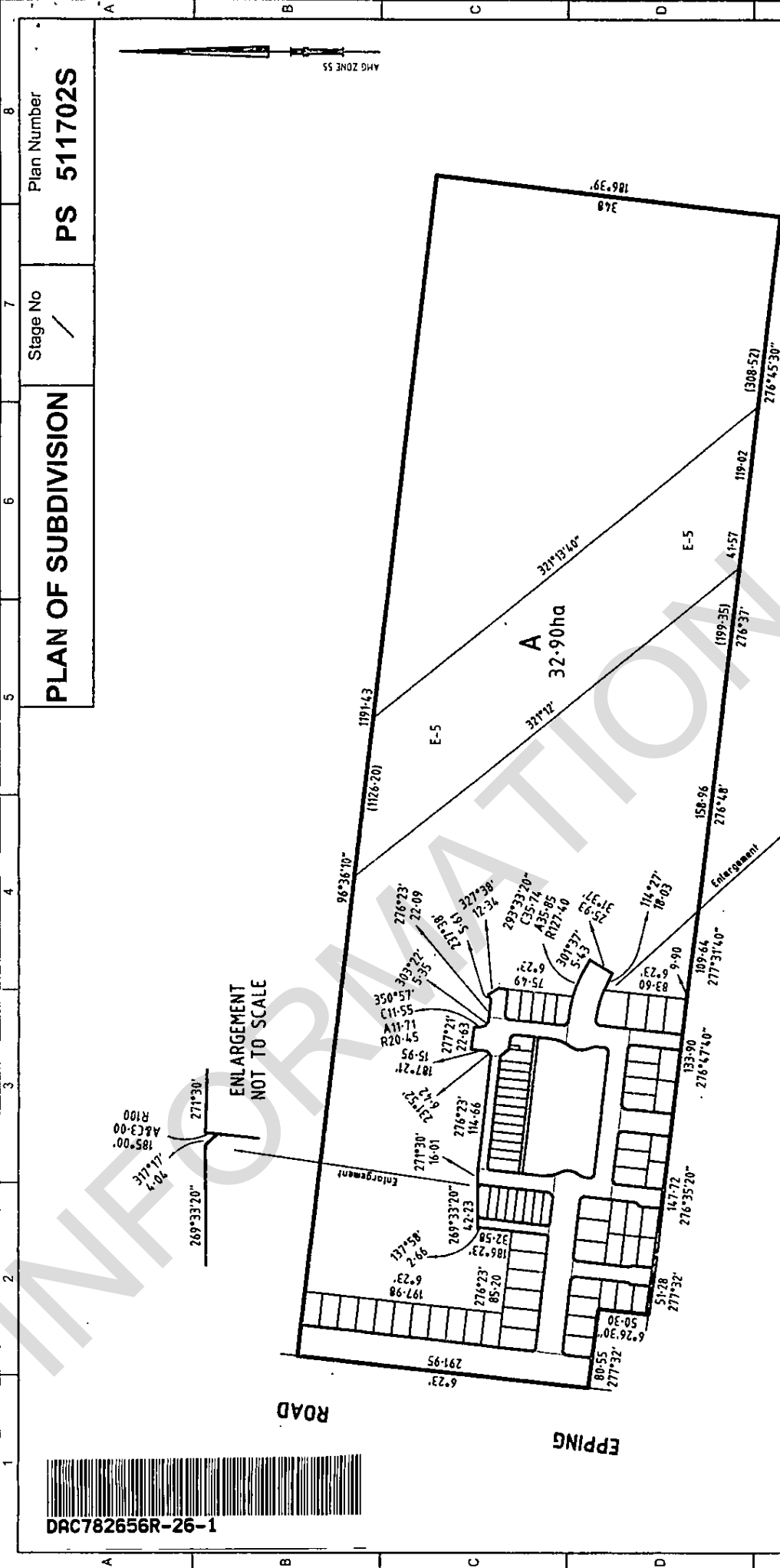
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AC782656R

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Plan Number  
**PS 511702S**

Stage No  
/

**PLAN OF SUBDIVISION**

Sheet 2 of  
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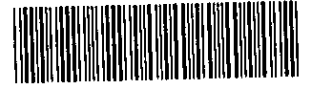


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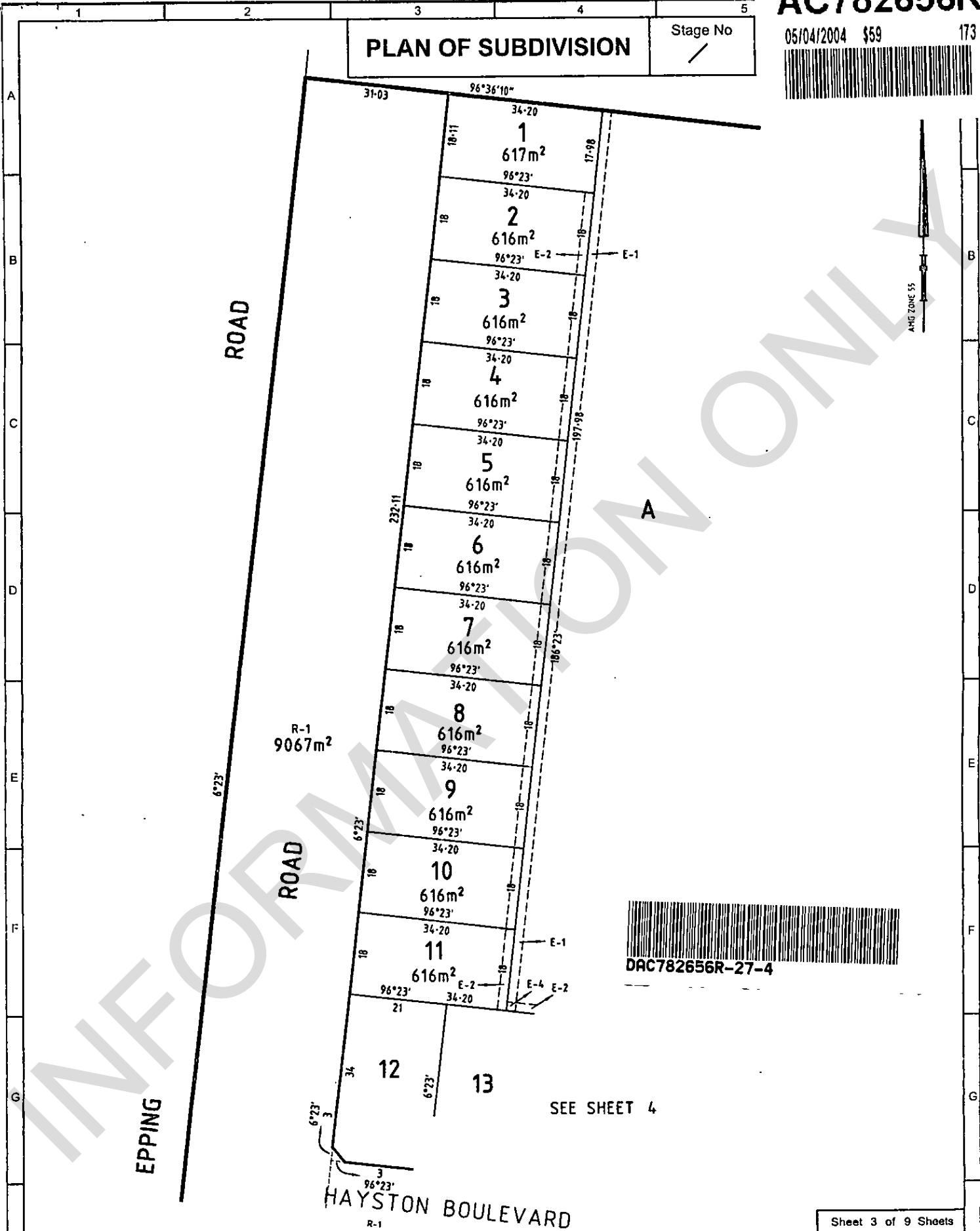
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PLAN OF SUBDIVISION

Stage No /



DAC782656R-27-4

SEE SHEET 4

Sheet 3 of 9 Sheets

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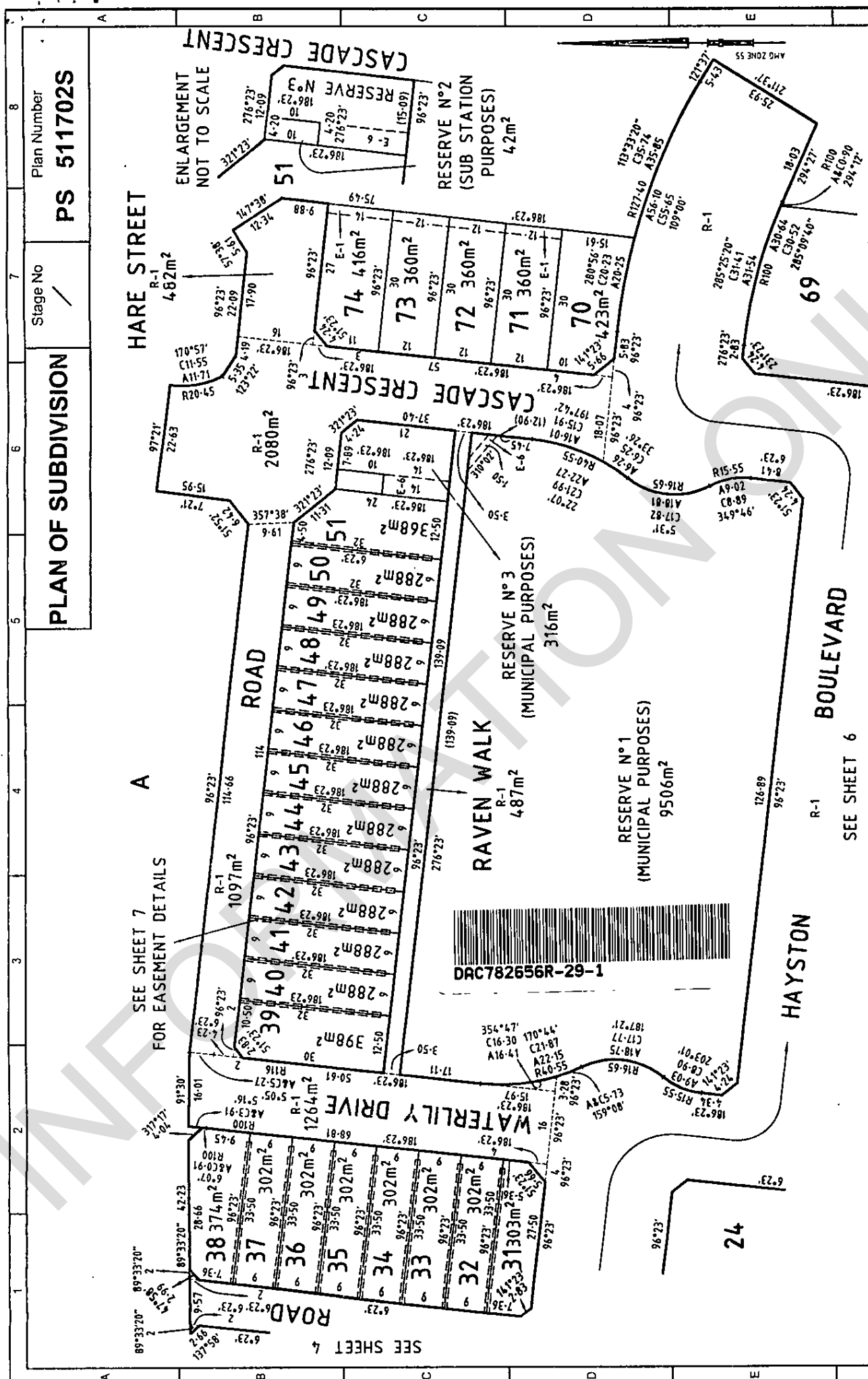
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**PS 511702S**

Stage No  
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**PLAN OF SUBDIVISION**

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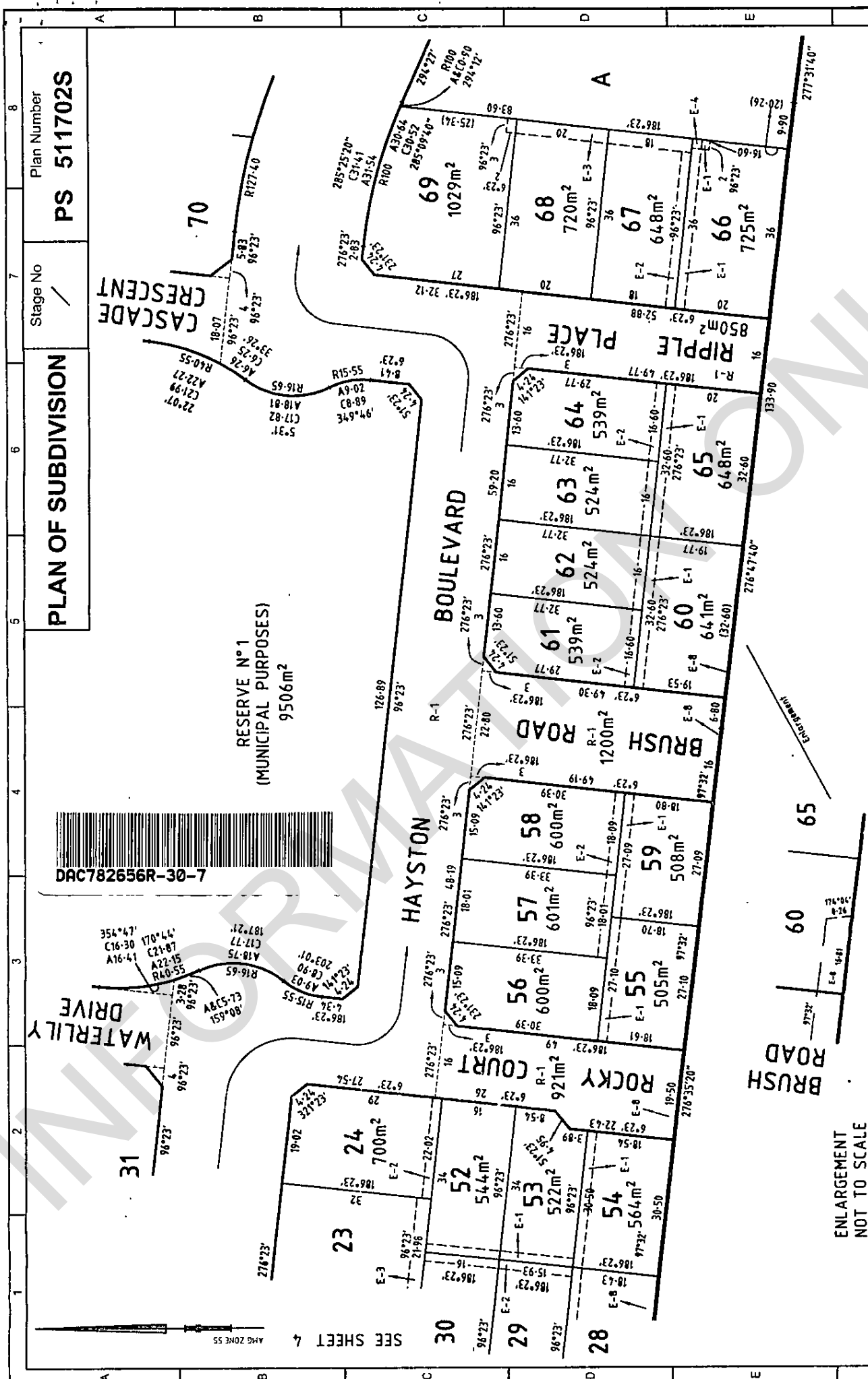
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SEE SHEET 4

SEE SHEET 6



**PLAN OF SUBDIVISION** PS 511702S

Stage No /

Plan Number PS 511702S

DATE / /

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AC 9082 03 Tel 03 9993 7888 Fax 03 9993 7999  
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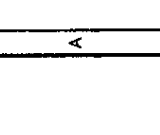
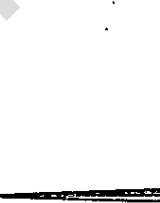
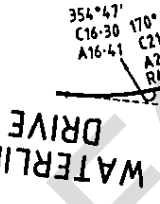
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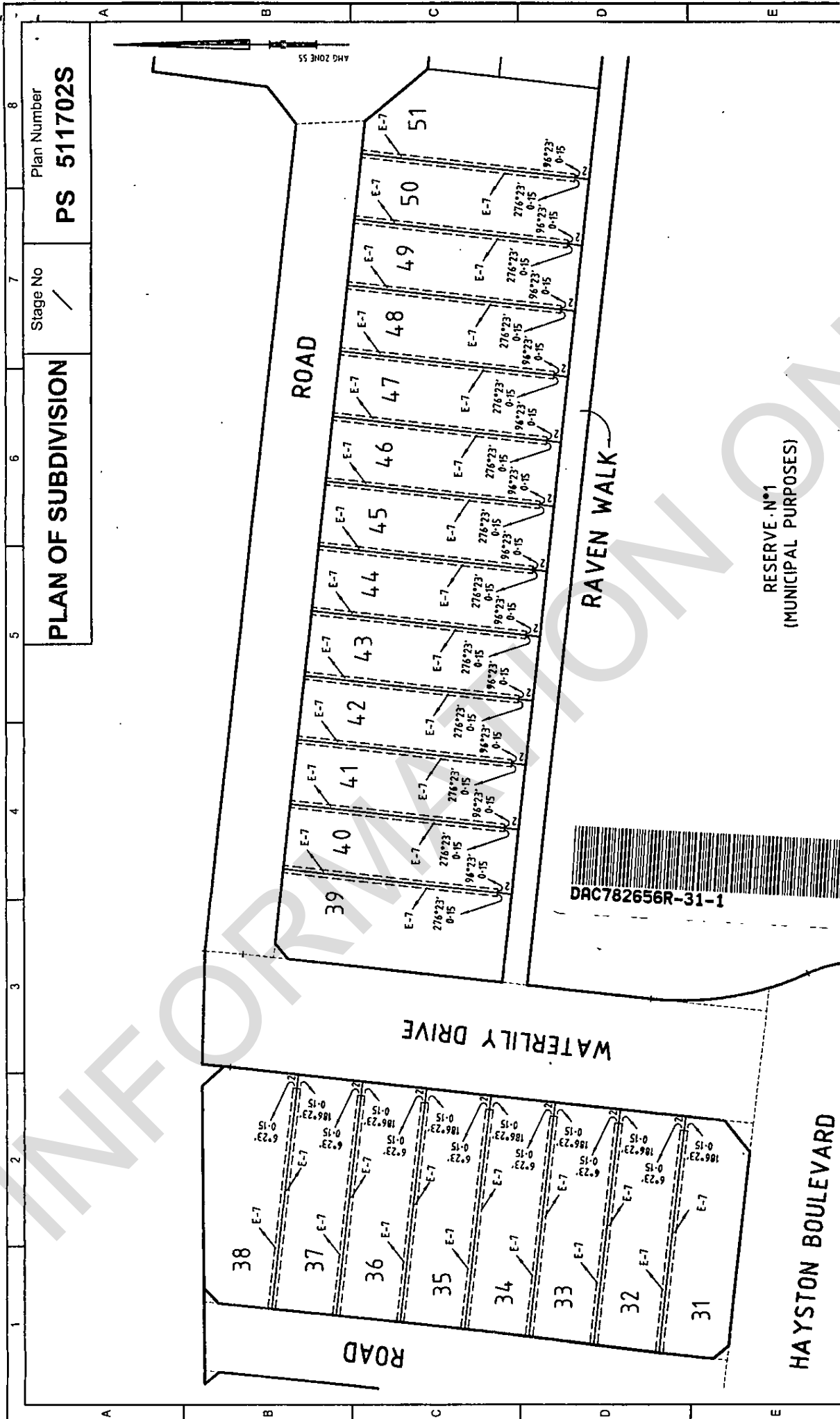
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Plan Number  
**PS 511702S**

Stage No  
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**PLAN OF SUBDIVISION**

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**AC782656R**

RESERVE N°1  
(MUNICIPAL PURPOSES)

REF 7407SV00

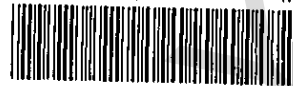
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<b>Coomes</b> Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering <small>Consulting Group Pty Ltd 24 Albert Road South Melbourne VIC 3205 Australia A/CN 1993 (13) Tel: (61) 3 9993 7888 Fax: (61) 3 9993 7999 Email: <a href="mailto:enquiries@coomes.com.au">enquiries@coomes.com.au</a> Web: <a href="http://www.coomes.com.au">www.coomes.com.au</a></small>	DAC782656R-31-1 

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

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CREATION OF RESTRICTION

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



For the purposes of this restriction:

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

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

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

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

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

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



**DAC782656R-32-4**

Sheet 8 of 9 Sheets

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

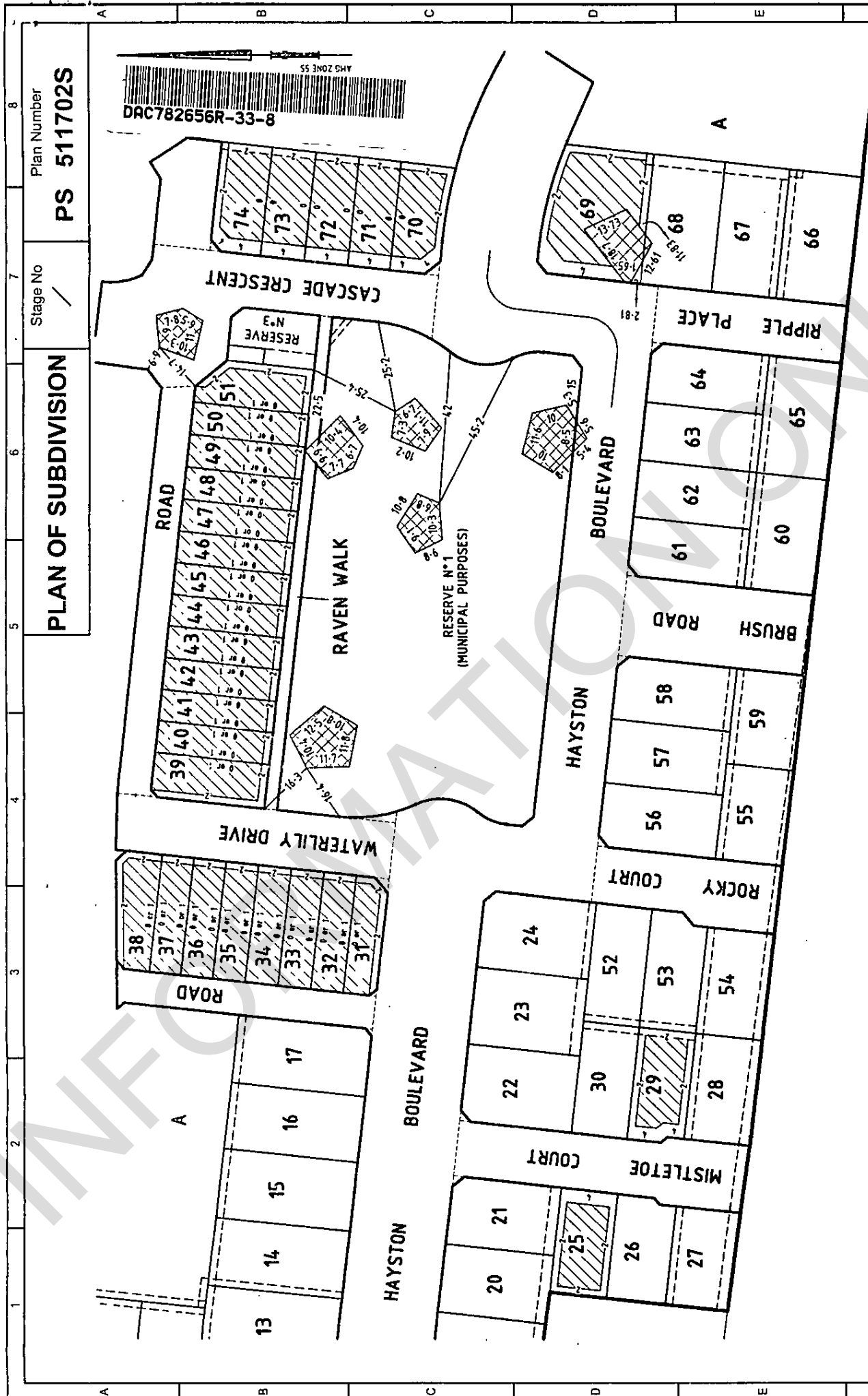


Consulting Group Pty Ltd  
24 Albert Road South Melbourne Vic 3205 Australia  
t (61) 3 9993 7188 f (61) 3 9993 7999  
Email coomes@coomes.com.au Web www.coomes.com.au

LICENSED SURVEYOR (PRINT) Keith Robert Jones  
SIGNATURE ..... DATE / /  
REF: 7407SV00 VERSION 11  
FILE NAME : 7407sv00.dwg  
FILE LOCATION : F:\7407\7407-SUB\DWG\  
LAYOUT NAME : Sheet 8  
SAVE DATE : Tue, 10 Mar 2004 - 14:48 LAST SAVED BY : bmlnc

DATE / /  
COUNCIL DELEGATE SIGNATURE

Original sheet size A3



DAC782656R-33-8

Plan Number  
**PS 511702S**

Stage No  
/

**PLAN OF SUBDIVISION**

05/04/2004 \$69  
173

**AC782656R**

LICENSED SURVEYOR (PRINT) ..... Keith Robert Jones  
SIGNATURE .....  
DATE / /  
VERSION 11

REF 7407SV00  
FILE NAME: 7407SV00.dwg  
FILE LOCATION: F:\7407SV00\SUBDIVING  
SAVE DATE: Tue 18 Mar 2004 - 14:48:48; SAVED BY: msh

ORIGINAL SCALE SHEET SIZE  
1:1000 A3

SCALE  
LENGTHS ARE IN METRES

10 0 10 20 30 40

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

Consulting Group Pty Ltd  
24 Albert Road South Melbourne VIC 3205 Australia  
A/CN 067813 Tel: (03) 9993 7888 Fax: (03) 9993 7999  
Email: coomes@coomes.com.au Web: www.coomes.com.au

**AC782656R**

05/04/2004 \$59

173

C

## Tree Exclusion Zone Requirements

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

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

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

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

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

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

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

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

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



DAC782656R-34-1

**AC782656R**

05/04/2004 \$59 173



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

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

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

INFORMATION ONLY



DAC782656R-35-5

Date issued: -

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

FORM 13

Schedule 1 of the *Planning and Environment Regulations 1998*

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

*Planning and Environment Act 1987*

AD005180W

27/07/2004 \$59 173



ATTACHMENT:	Yes/No	JUL 2004
ORIGINAL TO:	PJD	
COPY TO:		

Lodged at the Land Titles Office by:

Name: BEST HOOPER

Phone: 9670 8951

Address: 563 Little Lonsdale Street, Melbourne

Ref: TVR:KW:03051084

Customer Code: 0485 U

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

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

Authority: City of Whittlesea

Section and Act under which Agreement made:

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: GRAEME BRENNAN

Position Held: CHIEF EXECUTIVE

Dated: 15/7/04



AD005180W-1-0

ENDURING POWER OF ATTORNEY

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

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



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

Handwritten signature of Charles Raymond Hay, CHARLES RAYMOND HAY

Witnessed by:



Witnessed by:

Handwritten signature of Graham Neill, Signature of Witness

Handwritten signature of A.J. Hay, Signature of Witness

GRAHAM NEILL Name of Witness

Audrey June HAY Name of Witness

5 KIMBERLEY DRIVE Address of Witness

9 Paul Cresc Address of Witness

BROADFORD VIC 3658

EPPING 3076

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

TIMOTHY VANNAN RINTOUL, 563 Lt. Lonsdale St., Melbourne. A natural person who is a current practitioner within the meaning of the Legal Practice Act 1986.

SPECIMEN SIGNATURE OF ATTORNEYS

Handwritten signature of Stephen Fenton Glen Hay, STEPHEN FENTON GLEN HAY

Handwritten signature of Sonia Audrey Neill, SONIA AUDREY NEILL

**AD005180W**

27/07/2004 \$59 173



PLANNING AND ENVIROMENT ACT 1987

SECTION 173 AGREEMENT

WHITTLESEA CITY COUNCIL

AND

HAYSTON VALLEY ESTATE PTY LTD

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

**BEST HOOPER**

Solicitors

563 Little Lonsdale Street  
MELBOURNE VIC 3000



**DAD005180W-3-6**

THIS AGREEMENT made the

day of

**AD005180W**

2004



**BETWEEN**

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

**AND**

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

**WHEREAS:**

- A. The Owner is the registered proprietor of the Land contained in Certificates of Title Volume 10678 Folio 005 and Volume 10679 Folio 875 situated at 110 Epping Road, Epping ("the Land").
- B. On 27 May 2003 the Council issued Permit No. 707589 ("Permit") allowing the Land to be subdivided in stages in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Conditions 21 and 23 of the Permit require the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Permit is attached to this Agreement and marked "A".
- C. The parties enter into this agreement:-
  - (a) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Land and the vicinity thereof;
  - (b) to comply with conditions 21 and 23 of the Permit.
- D. Council is the responsible authority pursuant to the Act for the Planning Scheme.
- E. As at the date of this Agreement, the Land is encumbered by Mortgage Nos. AB622237T and ~~AC640625W~~ <sup>AC782696D</sup> in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Land.

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

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



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

3. The Owner covenants and agrees that:-

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

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

5. The Owner further covenants and agrees that:

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

6. The Owner warrants and covenants that:-

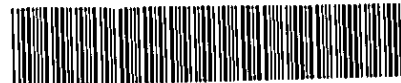
- (a) it is the registered proprietor and beneficial owner of the Land;
- (b) save for a mortgage to Charles Raymond Hay and the ANZ Banking Group Ltd, there are no mortgages or other rights inherent in any person affecting the Land and not disclosed by the usual searches;

**AD005180W**

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**DAD005180W-5-2**



DAD005180W-6-1

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

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

**AD005180W**

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

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

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

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

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

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

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

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

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

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

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

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

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

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14. In this Agreement unless the context admits otherwise:




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

IN WITNESS WHEREOF:-

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



  
Chief Executive Officer

**AD005180W**

27/07/2004 \$59 173



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



*Stephen Hay*  
Signature of Director

*[Signature]*  
Signature of Secretary

STEPHEN HAY  
Full Name

KENNETH ROWLAND BIRD  
Full Name

3 Skyline Drive Maribyrnong  
Usual address  
*vic.*

601/241 WELLINGTON ROAD  
EAST BUSBANK DRD  
Usual address

ANZ Banking Group Ltd as Mortgagee of registered mortgage No. ~~AG540646W~~ <sup>ACT782696D</sup> consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

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

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

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

AD005180W

27/07/2004 \$59 173



'A'

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

AD005180W

27/07/2004 \$59 173



PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

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



THE PERMIT ALLOWS:

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

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Amended Plan Required

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

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

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

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

## IMPORTANT INFORMATION ABOUT THIS NOTICE

### WHAT HAS BEEN DECIDED?

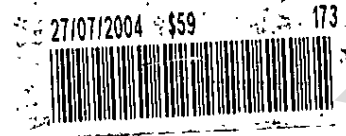
- The Responsible Authority has issued a permit.

### WHEN DOES A PERMIT BEGIN?

A permit operates:

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

**AD005180W**



### WHEN DOES A PERMIT EXPIRE?



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

### WHAT ABOUT APPEALS?

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

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

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

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

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

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

**3. Layout Not Altered**



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

**4. Subdivision Restriction**

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

**i. Landscape Masterplan**

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

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

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

Signature for the Responsible Authority:

AD005180W  
27/07/2004 \$59  
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- (b) the type of species to be used for street tree planting in various stages of the subdivision.

#### 6. Functional Layout Plan Requirements

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

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

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

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

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



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

Signature for the  
Responsible Authority: JPK



**8. Landscape Plans**

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

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

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

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

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

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

**9. Staged Plan**

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

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

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

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

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

**Signature for the Responsible Authority:** 





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

**11. Bonding of Approved Landscape Works**

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

**12. Conduits Requirement**

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

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**13. As Constructed Plans**

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

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

**14. Certification Plan Requirements**

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

**15. Stormwater Drainage**

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

The following is noted about the drainage requirements:


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

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

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

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

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

Works shall only be permitted to commence after the following:

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

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

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

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

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

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

**19. Embellishment of Open Space**

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

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

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

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

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


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

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

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

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

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**Signature for the Responsible Authority:** 



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

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

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

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

**23. Fences adjoining Reserves**

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

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**24. Removal of Topsoil**

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

**25. Street Lighting**

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

**26. Filling of Land**

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

**27. Development Contributions**

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

Note: Development contributions include contributions for Community Infrastructure.

**28. Restrictive Covenant Restriction**

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



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**29. Construction Access Maintenance**

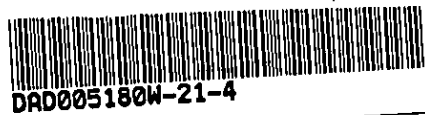
Prior to commencing any works, the developer is to provide appropriate vehicle-cleaning facilities to the satisfaction of the Responsible Authority. The facilities must be managed during the construction stage to ensure no spoil or litter is deposited or left where it will reduce amenity or impact upon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

**30. Erosion and Sediment Control Plan**

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

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

**VicRoads Conditions**

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

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

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

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



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

**Melbourne Water Conditions**

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



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**Yarra Valley Water Conditions**

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

**TXU Conditions**

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

**Telstra Conditions**

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

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

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

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

**Country Fire Authority Conditions**

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**Access**

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

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**Water Supply**

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

**Protective Features**

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

**SPI PowerNet Conditions**

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

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**NOTES:**

**Time Limit Note**

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

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

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

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

**Native Vegetation Note**

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

**Melbourne Water Note**

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

**Amended Permit Note**

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

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



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Signature for the Responsible Authority:

'B'

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

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

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

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

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref:


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

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

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

Council delegate  
 Council seal  
 Date / /

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Vesting of Roads or Reserves

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

Notations

Depth Limitations: DOES NOT APPLY

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



**DAD005180W-27-6**

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

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

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

Easement Information

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

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

LR use only

Statement of compliance/  
Exemption Statement

Received

Date: / /

LR use only  
**PLAN REGISTERED**  
 TIME  
 Date: / /

Assistant Registrar of Titles.

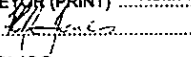
**HAYSTON VALLEY ESTATE - STAGE 2 (105 LOTS) AREA OF STAGE - 8.218ha** Sheet 1 of 9 Sheets

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



**Consulting Group Pty Ltd**  
 24 Albert Road South Melbourne Vic 3205 Australia  
 AQN 050 029 435 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999  
 E-mail: enquiries@coomes.com.au Web: www.coomes.com.au

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE  DATE 13/4/04

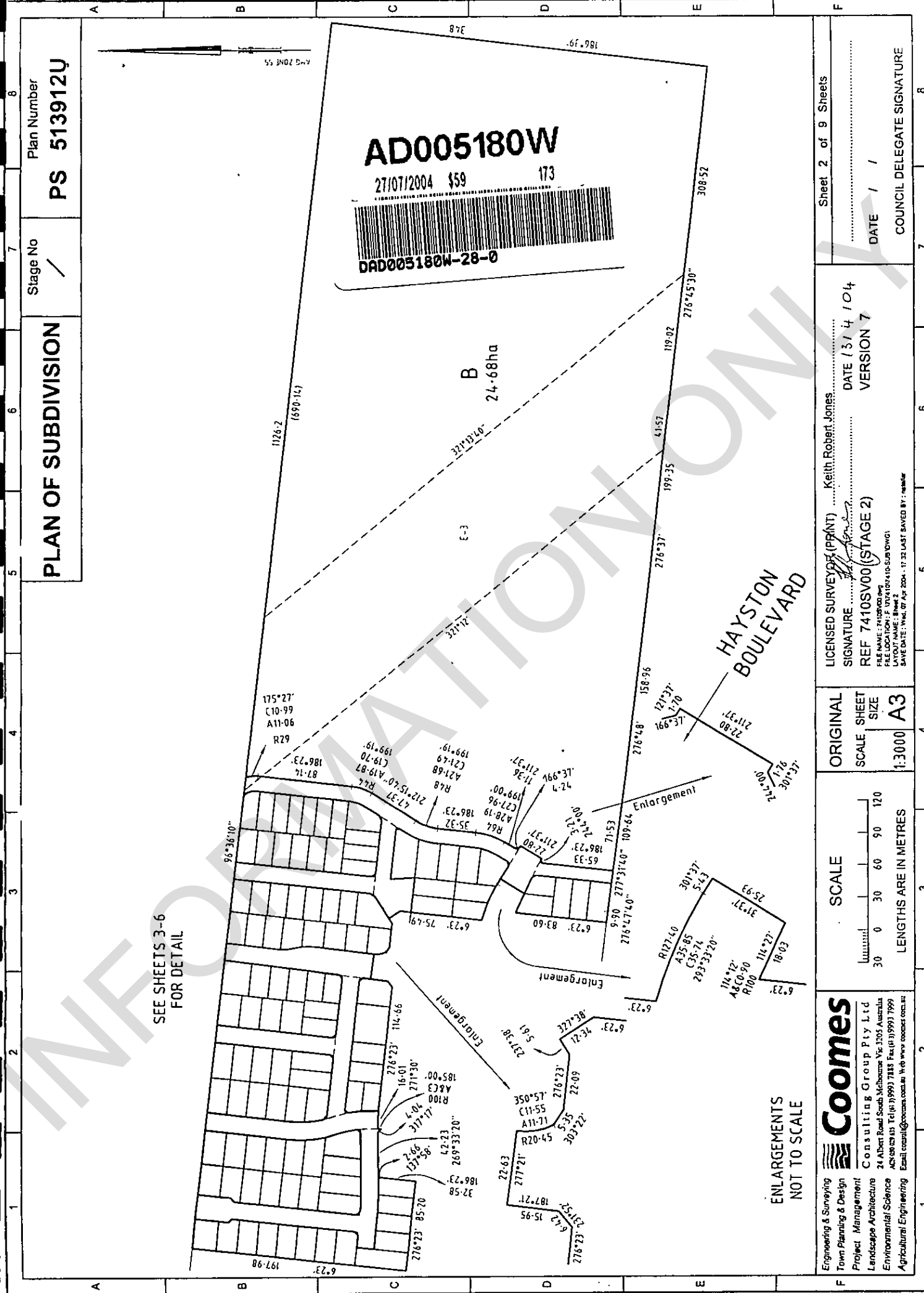
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FILL NAME: 7410SV00.dwg  
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 LAYOUT NAME: Sheet 1  
 SAVL DATE: Wed 07 Apr 2004 - 17:32 LASE SAVLD BY: jmhmm

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



PLAN OF SUBDIVISION

Stage No / Plan Number PS 513912U

SEE SHEETS 3-6 FOR DETAIL

AD005180W



B 24.68ha

HAYSTON BOULEVARD

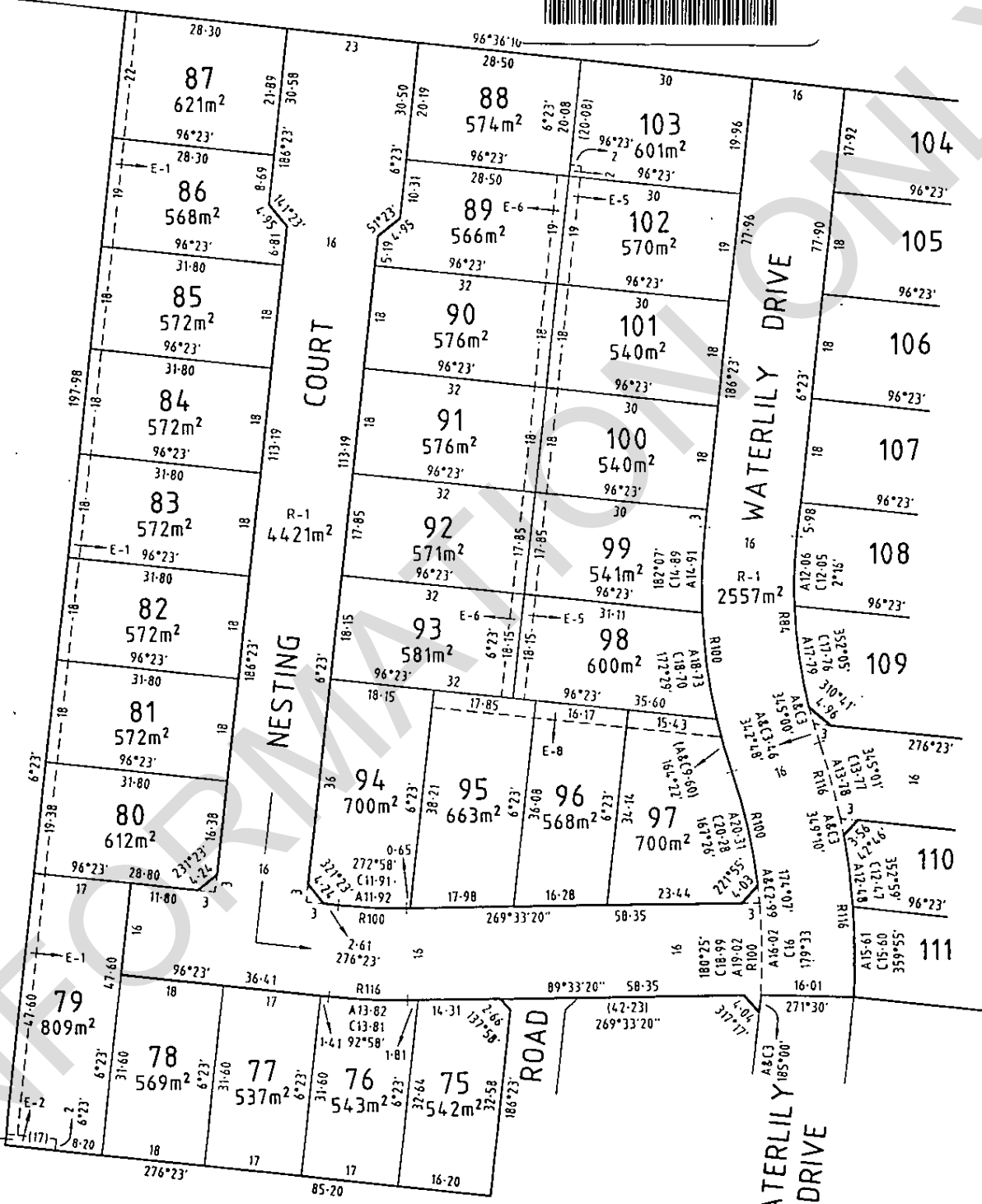
ENLARGEMENTS NOT TO SCALE

<p><b>Coomes</b> Engineering &amp; Surveying Town Planning &amp; Design Project Management Landscape Architecture Environmental Science Agricultural Engineering</p>	<p>ORIGINAL SCALE SHEET SIZE 1:3000 A3</p>	<p>LICENSED SURVEYOR (PRINT) Keith Robert Jones SIGNATURE [Signature] REF 7410SV000 (STAGE 2) FILE NAME: 7410SV000.dwg FILE LOCATION: F:\7410\7410-SUB DWG\ LAYOUT NAME: Sheet 2 SAVE DATE: Wed, 07-Apr-2004 - 11:31 LAST SAVED BY: nashar</p>	<p>Sheet 2 of 9 Sheets</p>
	<p>LENGTHS ARE IN METRES</p> <p>SCALE</p> <p>30 0 30 60 90 120</p>	<p>DATE 13/4/04 VERSION 7</p>	<p>DATE / / COUNCIL DELEGATE SIGNATURE</p>

PLAN OF SUBDIVISION	Stage No /	Plan Number <b>PS 513912U</b>
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SEE SHEET 4



**DAD005180W-29-3**

Sheet 3 of 9 Sheets

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

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

**SCALE**

LENGTHS ARE IN METRES

**ORIGINAL**  
SCALE SHEET  
SIZE  
1:750 **A3**

LICENSED SURVEYOR **Keith Robert Jones**  
SIGNATURE: *[Signature]* DATE: 13/4/04  
REF: 7410SV00 VERSION 7  
FILE NAME: 7410SV00.dwg  
FILE LOCATION: F:\U241004\10-SUB\DWG1  
LAYOUT NAME: Sheet 3  
SAVI, DALL Wed, 07 Apr 2004 - 17:32 LAST SAVID BY: mshill

DATE / /  
COUNCIL DELEGATE  
SIGNATURE  
Original sheet size A3



# PLAN OF SUBDIVISION

Stage No

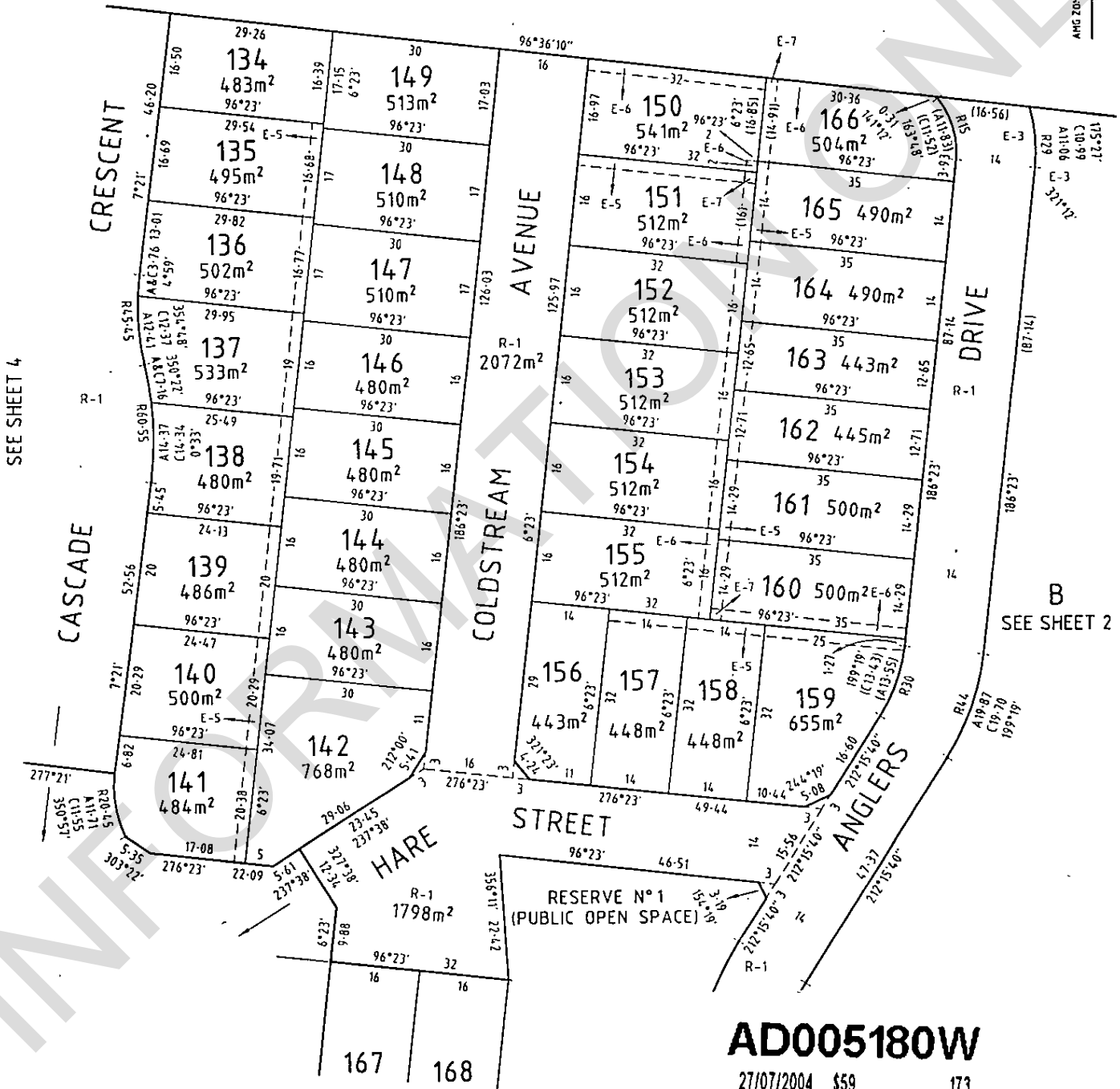
Plan Number

## PS 513912U



DAD005180W-31-2

ANG ZONE 55



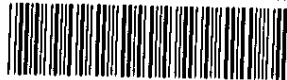
SEE SHEET 4

SEE SHEET 2

SEE SHEET 6

# AD005180W

27/07/2004 \$59 173



1 of 9 Sheets

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

**Coomes**  
Consulting Group Pty Ltd  
34 Albert Road South Melbourne VIC 3207 Australia  
4179 1000 (Tel) 4179 1001 (Fax) 4179 1002 (Mobile)  
Email: info@coomes.com.au Web: www.coomes.com.au

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

1:750 A3

LICENSED SURVEYOR Keith Robert Jones  
SIGNATURE: [Signature] DATE 13/11/04  
REF: 7410SV00 VERSION 7  
HILL NAME: 7410SV00.dwg  
HILL LOCATION: F, U7410V410-SUBUWVG1  
LAYOUT NAME: Sheet 5  
SAVFL DATE: Wed, 07 Apr 2004 - 17:32 LAST SAVFL BY: natalie

DATE / /  
COUNCIL DELEGATE SIGNATURE  
Original sheet size A3

# PLAN OF SUBDIVISION

Stage No  
/

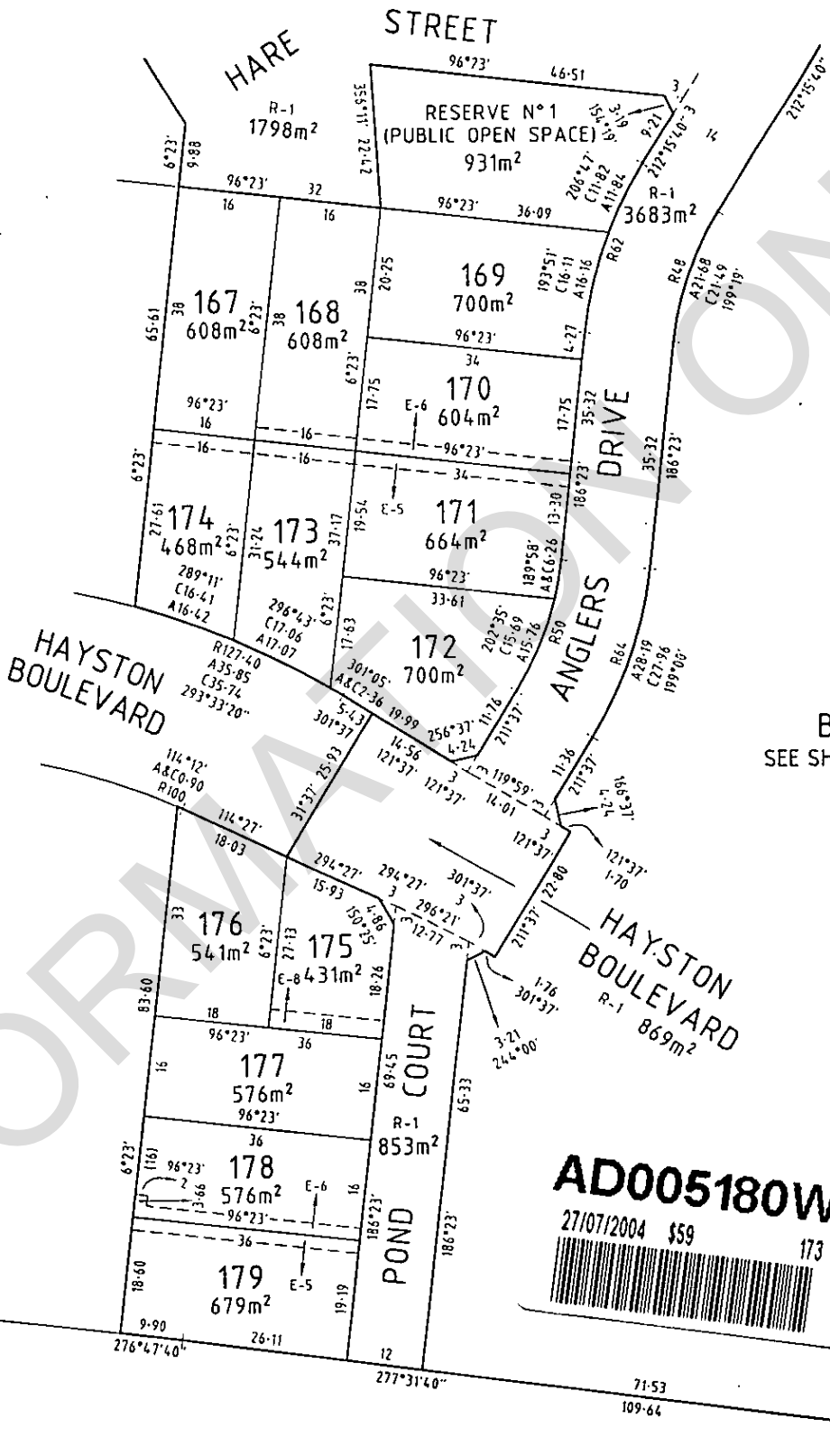
Plan Number

## PS 513912U



AD005180W-32-6

SEE SHEET 5



B  
SEE SHEET 2

### AD005180W

27/07/2004 \$59 173



Sheet 6 of 9 Sheets

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

**Coomes**  
Consulting Group Pty Ltd  
24 Albert Road South Melbourne Vic 3207 Australia  
Tel: (03) 9594 1000 Fax: (03) 9594 1001  
Email: info@coomes.com.au Web: www.coomes.com.au

**SCALE**

LENGTHS ARE IN METRES

**ORIGINAL**  
SCALE SHEET SIZE  
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LICENSED SURVEYOR / Keith Robert Jones  
SIGNATURE [Signature] DATE 13/4/04  
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LAYOUT NAME: Sheet 6  
SAVLE DATE: Wed, 07 Apr 2004 - 17:32 LAST SAVLD BY: nashley

DATE / /  
COUNCIL DELEGATE SIGNATURE  
Original sheet size A3

**PLAN OF SUBDIVISION**

Stage No

/

Plan Number

**PS 513912U**

CREATION OF RESTRICTION

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



For the purposes of this restriction:

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

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

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

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

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

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



DAD005180W-33-0

**AD005180W**

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Sheet 7 of 9 Sheets

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

**Coomes**  
Consulting Group Pty Ltd  
34 Albert Road South Melbourne Vic 3200 Australia  
Tel: 03 9581 7888 Fax: 03 9581 7999  
Email: info@coomes.com.au Web: www.coomes.com.au

ORIGINAL  
SCALE SHEET  
SIZE  
**A3**

LICENSED SURVEYOR *Keith Robert Jones*  
SIGNATURE *[Signature]* DATE 13/14/04  
REF: 7410SV00 VERSION 7  
FILE NAME: 7410SV00.dwg  
FILE LOCATION: F:\UT\7410\7410-SUB\DWG\  
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DATE / /  
COUNCIL DELEGATE  
SIGNATURE

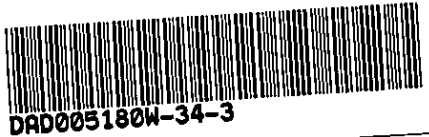
Original sheet size A3

# PLAN OF SUBDIVISION

Stage No /

Plan Number

## PS 513912U



DRD005180W-34-3



ANG ZONE 55

125

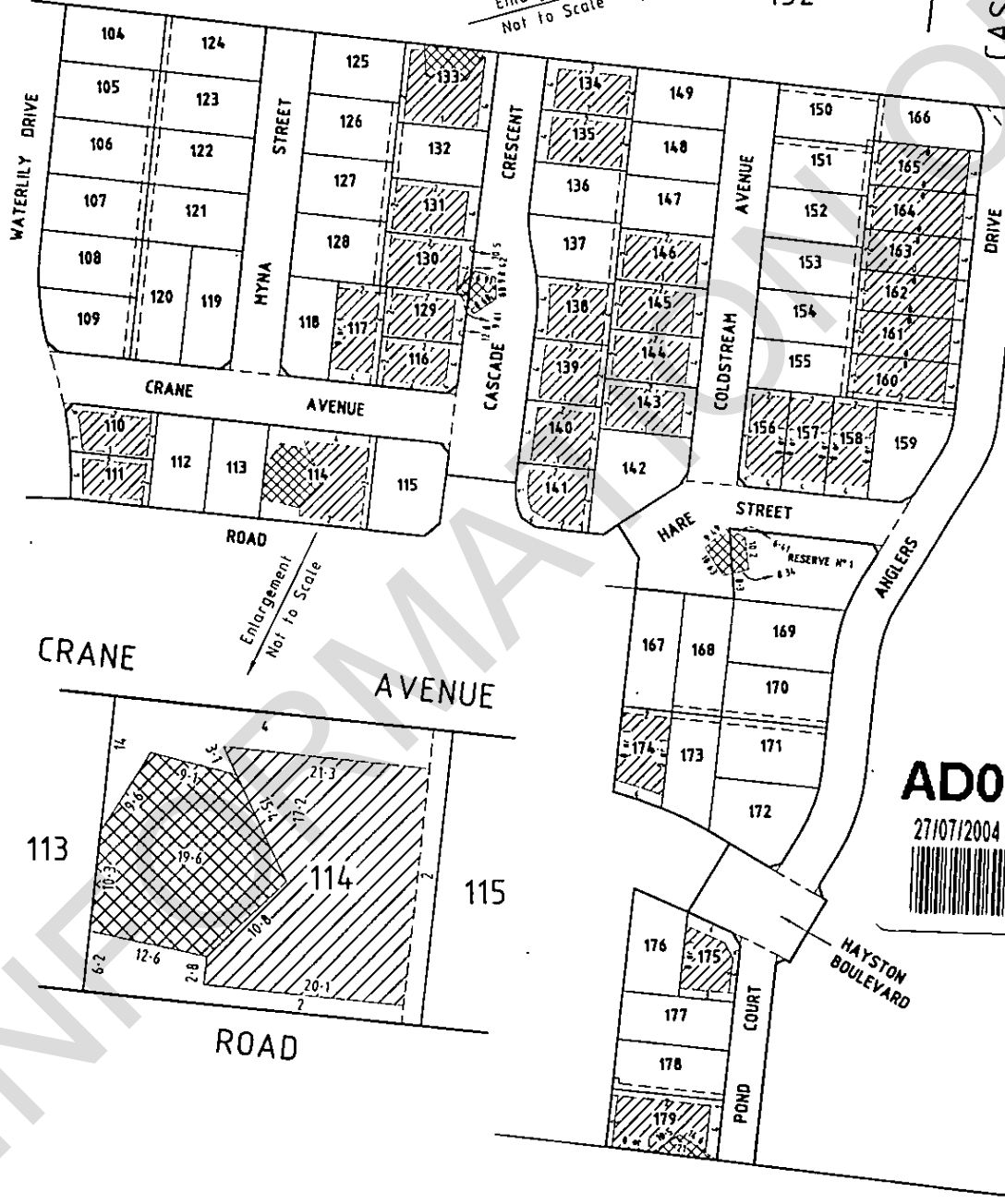
126

132

133

CASCADE CRESCENT

Enlargement  
Not to Scale

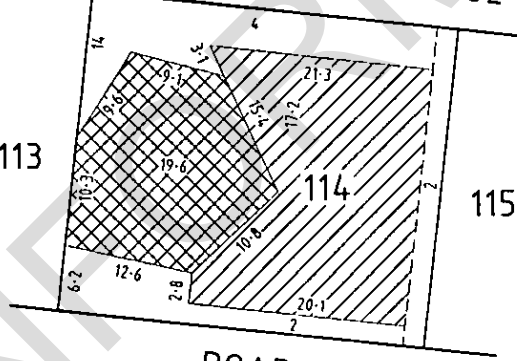


Enlargement  
Not to Scale

CRANE AVENUE

113

115



ROAD

### AD005180W

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Sheet 8 of 9 Sheets

Engineering & Surveying  
Town Planning & Design  
Project Management  
Landscape Architecture  
Environmental Science  
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**Coomes**  
Consulting Group Pty Ltd  
34 Albert Road South Melbourne Vic 3206 Australia  
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Email: info@coomes.com.au Web: www.coomes.com.au

**SCALE**

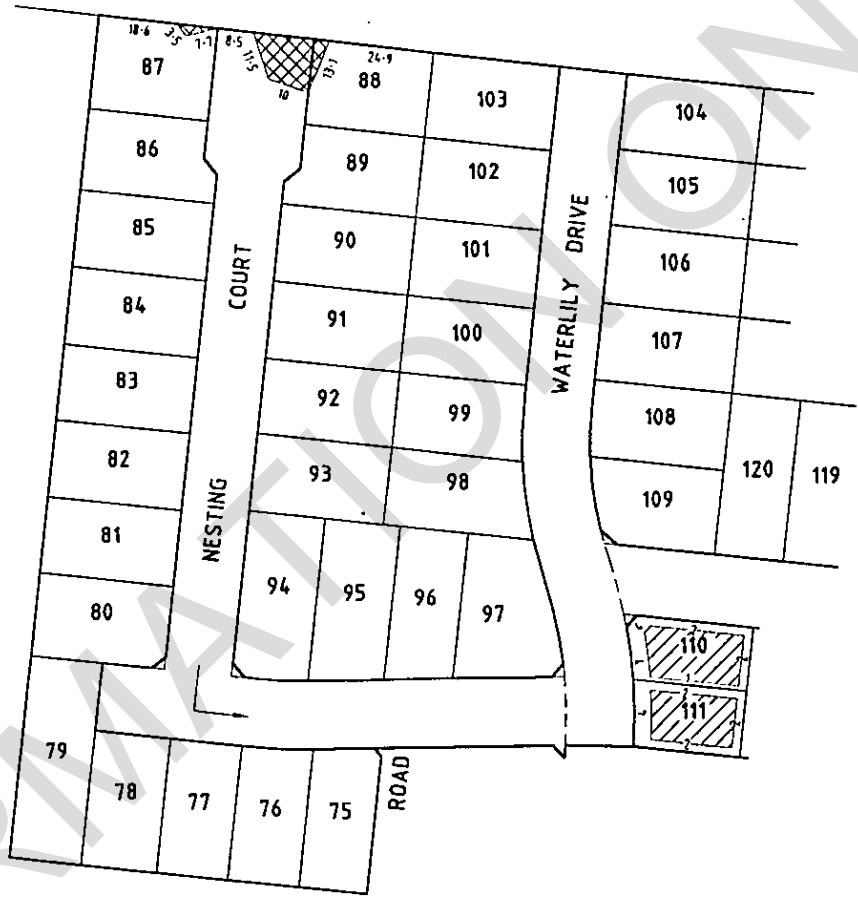
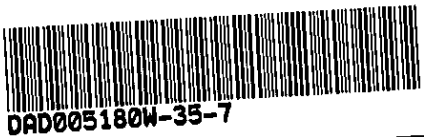
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LENGTHS ARE IN METRES

**ORIGINAL**  
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LAYOUT NAME: Sheet 8  
SAVIL DATE: Tue 13 Apr 2004 - 10:42 LAST SAVED BY: netalier

DATE / /  
COUNCIL DELEGATE  
SIGNATURE  
Original sheet size A3

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

27/07/2004 \$59 173



Sheet 9 of 9 Sheets

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

**Coomes**  
Consulting Group Pty Ltd  
34 Albert Road South Melbourne Vic 3206 Australia  
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**SCALE**

LENGTHS ARE IN METRES

ORIGINAL  
SCALE SHEET  
SIZE  
1:1250 **A3**

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

AD005180W

27/07/2004 \$59 173



C

## Tree Exclusion Zone Requirements

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

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

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

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

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

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

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

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

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



DAD005180W-36-1



DAD005180W-37-4

C

## Tree Exclusion Zone Requirements

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AD005180W

27/07/2004 \$59

173



FORM 13

AD586934Y

Schedule 1 of the *Planning and Environment Regulations* 1998



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



*Planning and Environment Act 1987*

s. 181 (1)

Lodged at the Land Titles Office by: PETER DAVIS  
~~BAZZANI BRAND DAVIS~~  
Name: ~~BEST HOOPER~~  
96001800  
Phone: 9670 8951  
Address: 141200 Queen Street Melbourne  
563 Little Lonsdale Street, Melbourne  
Ref: PD:NB:405190  
TVR:KW:03051084

Customer Code: 2700H  
0485H

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

Land: Certificate of Title Volume <sup>10866</sup> ~~10819~~ Folio <sup>898</sup> ~~618~~ (Part Lot B), Hayston Boulevard, Epping.

VOLUME 10866 FOLIO ~~10819~~ <sup>939</sup> INCLUSIVE

Authority: City of Whittlesea, FERRIS BOULEVARD, SOUTH MORANG

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

A copy of the Agreement is attached to this Application.

Signature for the Authority: [Handwritten Signature]

Name of Officer: GRAEME BRENNAN  
Position Held: CHIEF EXECUTIVE OFFICER

Dated: 4/2/05

[Handwritten initials]  
29/4/05





2

THIS AGREEMENT made the 4<sup>th</sup> day of February 2005

**BETWEEN**

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

**AND**

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

**WHEREAS:**

- A. The Owner is the registered proprietor of the Land contained in Certificates of Title Volume ~~10678 Folio 006 and Volume 10679 Folio 875~~ <sup>10866 Folio 898</sup> ~~situated at 110 Epping Road, Epping ("the Land").~~ <sup>to 10866 Folio 939 inclusive (Lot C) Hayston Boulevard, Epping-</sup>
- B. On 27 May 2003 the Council issued Permit No. 707589 ("Permit") allowing the Land to be subdivided in stages in accordance with a plan to be endorsed under condition 1 of the Planning Permit. Conditions 21 and 23 of the Permit require the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Permit is attached to this Agreement and marked "A".
- C. The parties enter into this agreement:-
  - (a) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect to the Land and the vicinity thereof;
  - (b) to comply with conditions 21 and 23 of the Permit.
- D. Council is the responsible authority pursuant to the Act for the Planning Scheme.
- E. As at the date of this Agreement, the Land is encumbered by Mortgage Nos. AB622237T and ~~AG540646W~~ <sup>AC782696P</sup> in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Land.

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

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

**AD586934Y**

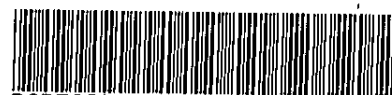
29/04/2005 \$460 173



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

**AD586934Y**

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DAD586934Y-3-5

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

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



**AD586934Y**

29/04/2005 \$460

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

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

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

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

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

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

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

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

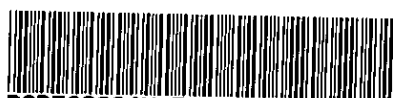
**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Land.

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

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

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

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



DAD586934Y-5-1

**AD586934Y**

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**AD586934Y**

29/04/2005 \$460 173



14. In this Agreement unless the context admits otherwise:

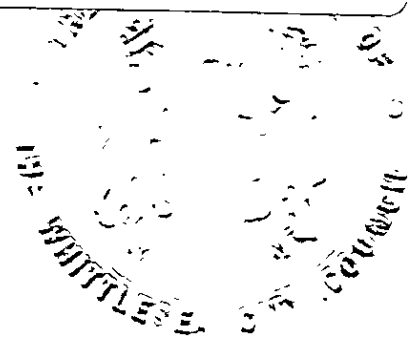
- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (d) If a party consists of more than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


**IN WITNESS WHEREOF:-**



**DAD586934Y-6-0**

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



  
Chief Executive Officer

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

AD586934Y

29/04/2005 \$460 173



*Stephen Hay*  
Signature of Director

STEPHEN HAY  
Full Name

3 Skyline Drive Manlybymong  
Usual address

*Gary Ingram*  
Signature of Secretary

GARY INGRAM  
Full Name

25 CAMBRIDGE PDE MANLY  
Usual address

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

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

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

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

in the permanent order Book Number 277  
Page 016 and Power of Attorney  
Dated 26/06/2001 a certified copy of which  
is filed in Permanent order Book Number  
277 as page 017 in the presence of:

*Stephen Hay* *Sonia O'Keefe*  
as under Power of Attorney

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



DAD586934Y-7-8

A

PERMIT NUMBER: 707589 (AMENDED)



City of Whittlesea

**PLANNING PERMIT**

**AD586934Y**

29/04/2005 \$460 173

WHITTLESEA PLANNING  
SCHEME

**ADDRESS OF THE LAND:**

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

DAD586934Y-8-6

**THE PERMIT ALLOWS:**

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

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

**1. Amended Plan Required**

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

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

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

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

## IMPORTANT INFORMATION ABOUT THIS NOTICE

### WHAT HAS BEEN DECIDED?

- \* The Responsible Authority has issued a permit.

### WHEN DOES A PERMIT BEGIN?

A permit operates:

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

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### WHEN DOES A PERMIT EXPIRE?



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

### WHAT ABOUT APPEALS?

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



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

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

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

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

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

3. **Layout Not Altered**

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

4. **Subdivision Restriction**

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

5. **Landscape Masterplan**

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

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

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

**6. Functional Layout Plan Requirements**

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

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

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

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

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



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**8. Landscape Plans**

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

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

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

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

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

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

**9. Staged Plan**

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

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

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

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

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

**11. Bonding of Approved Landscape Works**

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

**12. Conduits Requirement**

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



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**13. As Constructed Plans**

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

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

**14. Certification Plan Requirements**

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

**15. Stormwater Drainage**

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

The following is noted about the drainage requirements:


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

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

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

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

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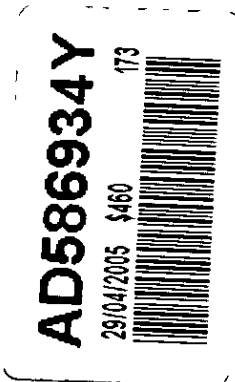




minimum of five days prior to the holding of a pre-commencement meeting on the site of the works.

Works shall only be permitted to commence after the following:

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



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

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

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

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

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

**19. Embellishment of Open Space**

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

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

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

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

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

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

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

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

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

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

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

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

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

**23. Fences adjoining Reserves**

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

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**24. Removal of Topsoil**

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

**25. Street Lighting**

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

**26. Filling of Land**

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

**27. Development Contributions**

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

Note: Development contributions include contributions for Community Infrastructure.

**28. Restrictive Covenant Restriction**

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

**29. Construction Access Maintenance**

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

**30. Erosion and Sediment Control Plan**

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

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

**VicRoads Conditions**

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

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

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

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

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

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

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

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

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

**Melbourne Water Conditions**

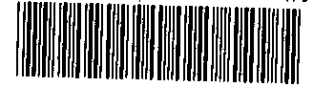
- 39. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation, under Section 269A of the Melbourne and Metropolitan Board of Works Act 1958, for the provision of drainage works and the acceptance of surface and storm water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

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**Yarra Valley Water Conditions**

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

**TXU Conditions**

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



**Telstra Conditions**

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

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

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

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

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**Country Fire Authority Conditions**

**Access**

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

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**Water Supply**

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

**Protective Features**

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

**SPI PowerNet Conditions**

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

**NOTES:**

**Time Limit Note**

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

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

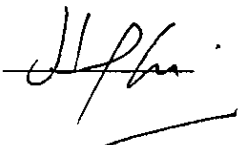
**Date issued: 27 May 2003**  
**Date Amended: 22 October 2003**

**Signature for the Responsible Authority:**

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




**DAD586934Y-23-1**



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

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

**Native Vegetation Note**

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

**Melbourne Water Note**

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

**Amended Permit Note**

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

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



**AD586934Y**

29/04/2005 \$460 173



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

Signature for the Responsible Authority:

'B'

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

Location of Land  
 Parish: WOLLERT  
 Township: -  
 Section: 10  
 Crown Allotment: -  
 Crown Portion: 4 (PART)  
 Title References  
 C/T VOL .... FOL ...  
 Last Plan Reference: Lot B on PS 513912U  
 Postal Address: 100B Anglers Drive  
 (At time of subdivision) EPPING 3076  
 AMG Co-ordinates: E 326 700 Zone 55  
 (Of approx. centre of plan) N 5 833 400

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref:

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

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

The requirement is to be satisfied in Stage

Council delegate  
 Council seal  
 Date / /

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

Council delegate  
 Council seal  
 Date / /

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

**Notations**

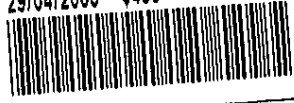
Depth Limitations: DOES NOT APPLY


Staging: This is not a staged subdivision  
Planning permit No. **DAD586934Y-25-8**

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

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

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

Easement Information					LR use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of compliance/ Exemption Statement  Received <input type="checkbox"/>  Date: / /
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
	SEE SHEET 2				LR use only PLAN REGISTERED TIME Date: / /  Assistant Registrar of Titles.
<b>AD586934Y</b> 29/04/2005 \$460 173 					

HAYSTON ESTATE - STAGE 3 (40 LOTS)	AREA OF STAGE - 6.958ha	Sheet 1 of 9 Sheets
Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering	 <b>Coomes</b> Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia ALN 600 029 433 Tel (61 3) 9993 7888 Fax (61 3) 9993 7979 Email: consult@coomes.com.au Web: www.coomes.com.au	LICENSED SURVEYOR (PRINT) <u>Keith R. Jones</u> SIGNATURE ..... DATE / / REF: 7414SV00                      VERSION 8 <small>FILE NAME: 7414SV00.dwg                  FILE LOCATION: C:\Documents and Settings\rodmi.local\Settings\Temporary Internet Files\IJKS11                  LAYOUT NAME: Sheet 1                  SAVE DATE: Wed, 15 Sep 2004 - 10:08 LAST SAVED BY: natalia</small>
DATE / / COUNCIL DELEGATE SIGNATURE		Original sheet size A3

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



DAD586934Y-26-1

**AD586934Y**

29/04/2005 \$460 173



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



**Coomes**

Consulting Group Pty Ltd  
24 Albert Road South Melbourne Vic 3205 Australia  
ACN 029 027 435 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999  
Email [consult@coomes.com.au](mailto:consult@coomes.com.au) Web [www.coomes.com.au](http://www.coomes.com.au)

LICENSED SURVEYOR (PRINT) Keith R. Jones

SIGNATURE ..... DATE / /

REF: 7414SV00

VERSION 8

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LAYOUT NAME : Sheet 2  
SAVE DATE : Wed, 15 Sep 2004 - 10:08 LAST SAVED BY : nats/kr

Sheet 2 of 9 Sheets

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COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

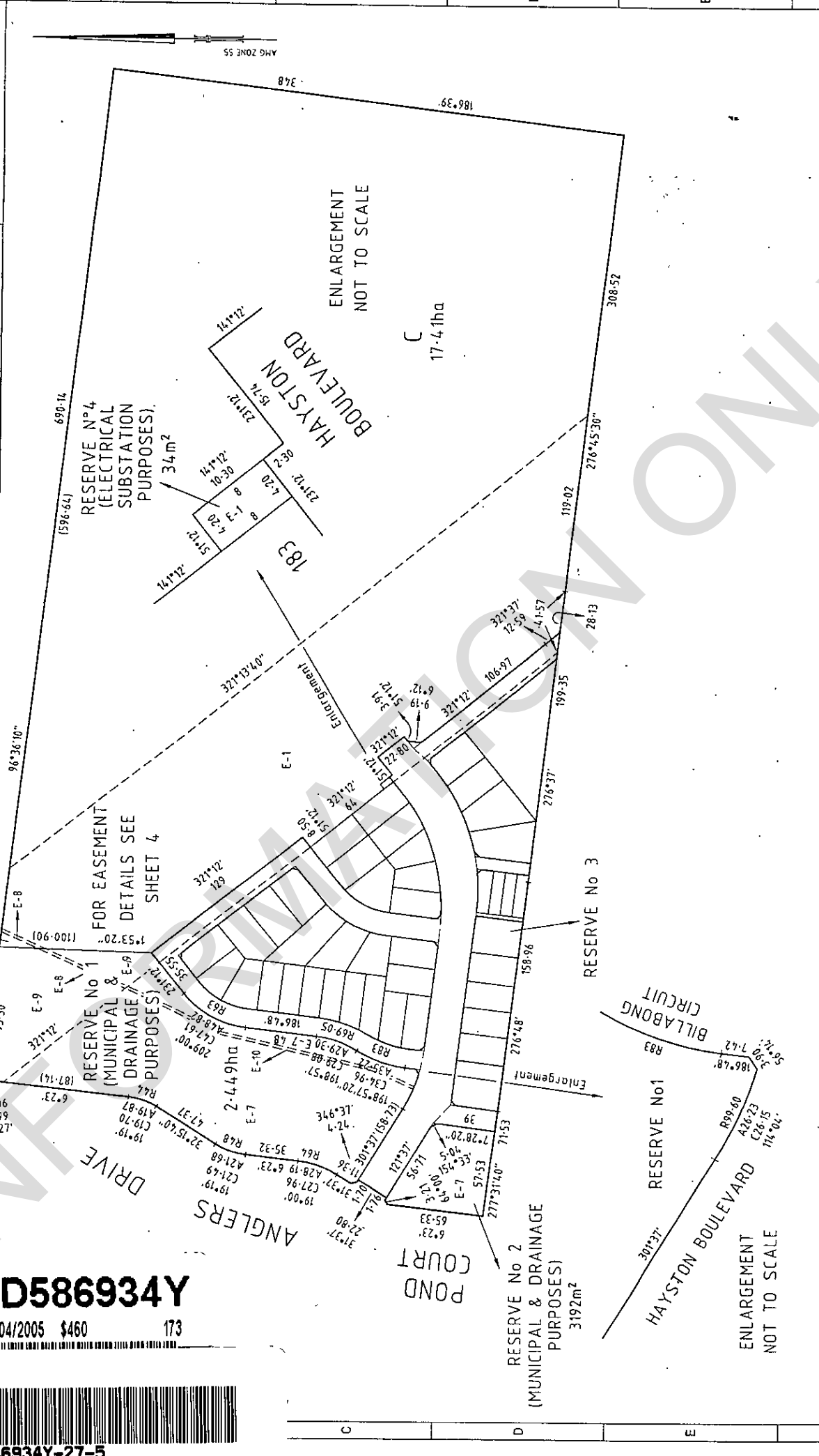
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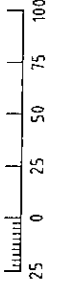
Plan Number PS 519648C

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



DAD586934Y-27-5



 <b>Coomes</b> Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering Consulting Group Pty Ltd 24 Albert Road South Melbourne Vic 3205 Australia AC 90 80 65 Tel (61) 3 9993 7888 Fax (61) 3 9993 7999 Email: consult@coomes.com.au Web: www.coomes.com.au	SCALE  LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE 1:2500 A3	LICENSED SURVEYOR (PRINT) ..... Keith R. Jones SIGNATURE ..... REF 7414SV00 FILE NAME: 7414SV00.dwg APPLICATION: C Documents and Settings\ronal\Temp\Internet Files\QUL511 SAVE DATE: Wed, 15 Sep 2004 - 10:06 LAST SAVED BY: r.naher	SHEET 3 OF 9 SHEETS DATE / / VERSION 8 COUNCIL DELEGATE SIGNATURE
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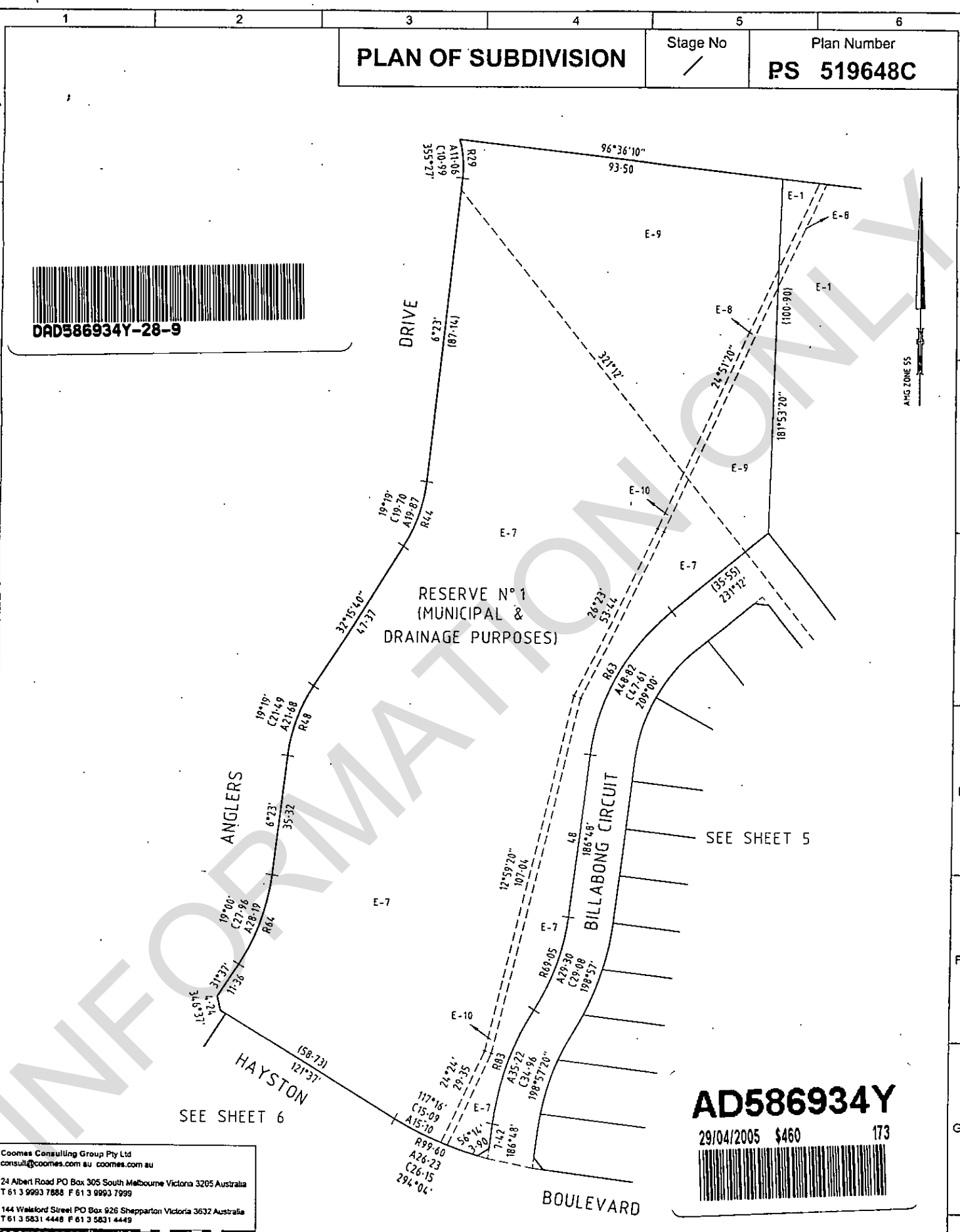
# PLAN OF SUBDIVISION

Stage No  
/

Plan Number  
**PS 519648C**



DAD586934Y-28-9



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



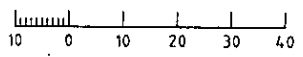
## AD586934Y

29/04/2005 \$460 173



Sheet 4 of 9 Sheets

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LICENSED SURVEYOR Keith R Jones

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VERSION 8

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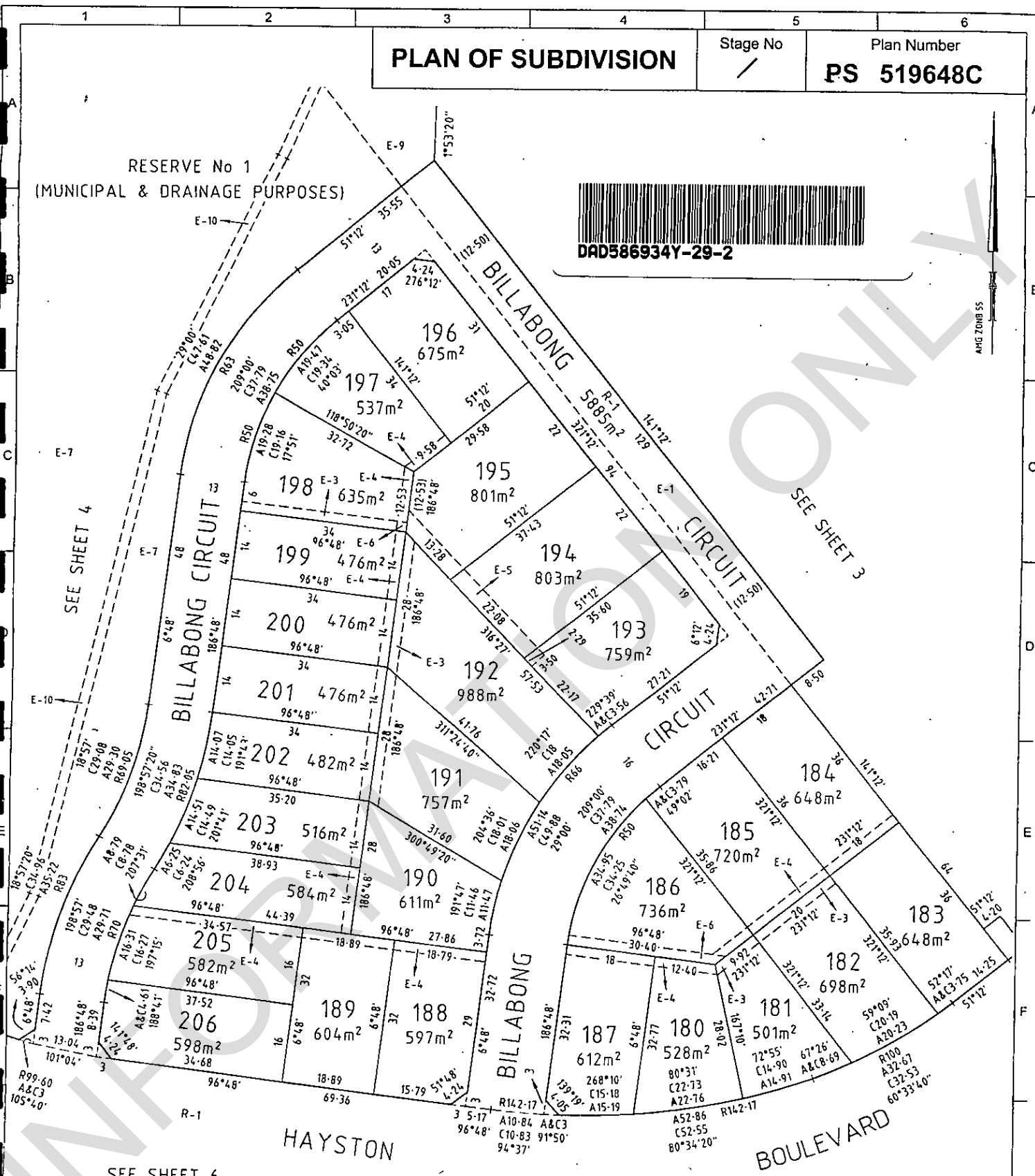
Stage No

Plan Number

## PS 519648C



RESERVE No 1  
(MUNICIPAL & DRAINAGE PURPOSES)



Coomes Consulting Group Pty Ltd  
 consult@coomes.com.au coomes.com.au  
 24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia  
 T 61 3 9993 7888 F 61 3 9993 7999

144 Welford Street PO Box 926 Shepparton Victoria 3632 Australia  
 T 61 3 5831 4448 F 61 3 5831 4449

coomes consulting

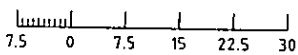
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29/04/2005 \$460 173



SEE SHEET 7

#### SCALE



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LICENSED SURVEYOR Keith R. Jones

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Sheet 5 of 9 Sheets

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**AD586934Y**

29/04/2005 \$460 173



**PLAN OF SUBDIVISION**

Stage No /

Plan Number

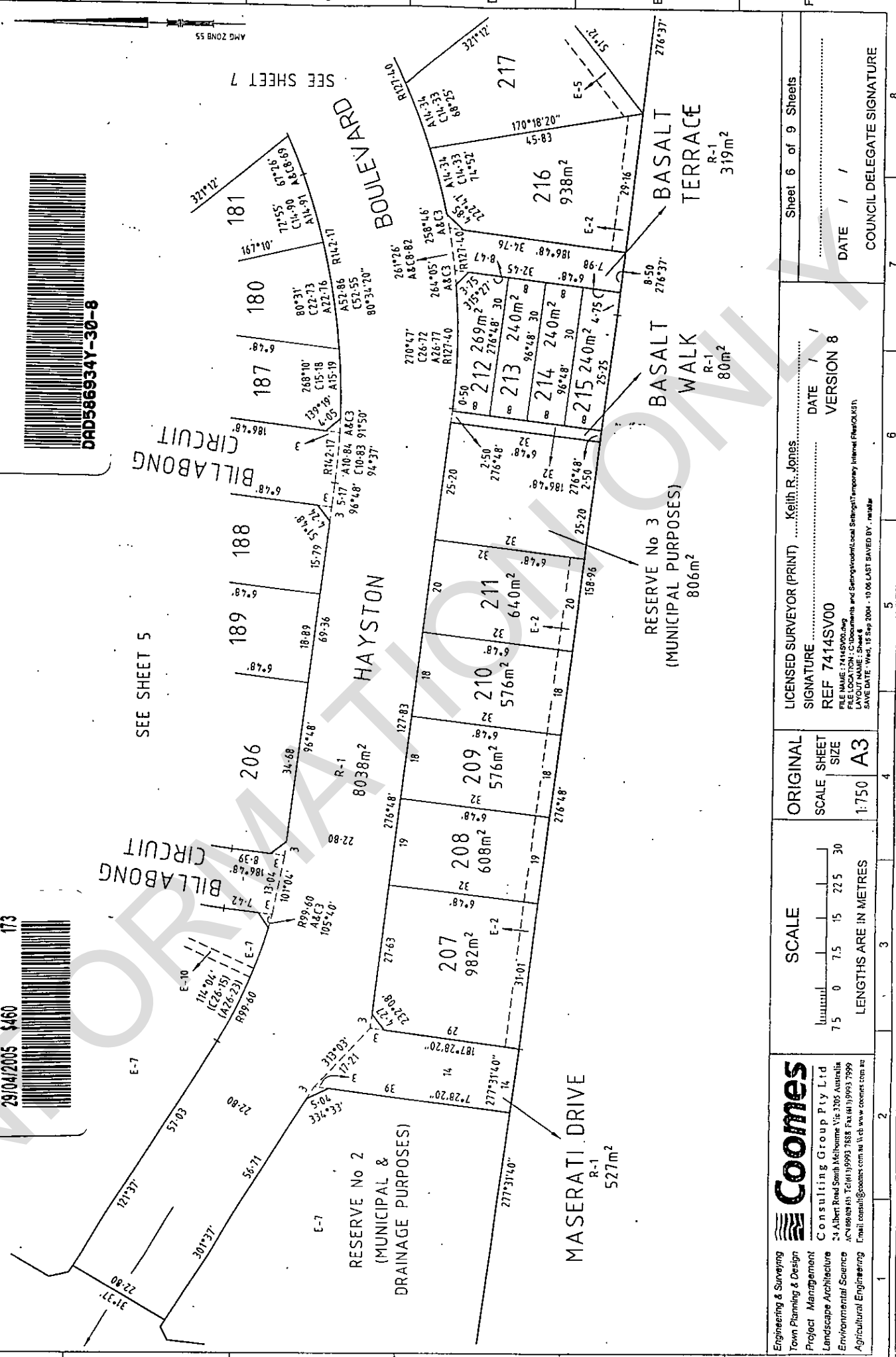
**PS 519648C**



**DAD586934Y-30-8**

SEE SHEET 5

SEE SHEET 7



Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering	 <b>Coomes</b> Consulting Group Pty Ltd 24 Albert Road Smiths Plains NSW 1513 Australia A/CN 68009 63 Tel: (61) 9 9993 7888 Fax: (61) 9 9993 7999 Email: coomes@coomes.com.au or www.coomes.com.au	SCALE  LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE 1:750 A3	LICENSED SURVEYOR (PRINT) ..... Keith R. Jones ..... SIGNATURE ..... REF 7414SV00 FILE NAME: 7414SV00.dwg FILE LOCATION: C:\Documents and Settings\kraj\Temporary Internet Files\KRAJ LAYOUT NAME: Sheet 6 SAVE DATE: Wed, 18 Sep 2004 - 10:08 LAST SAVED BY: .netlab	Sheet 6 of 9 Sheets DATE / / COUNCIL DELEGATE SIGNATURE
		RESERVE No 3 (MUNICIPAL PURPOSES) 806m <sup>2</sup>		RESERVE No 2 (MUNICIPAL & DRAINAGE PURPOSES) 8038m <sup>2</sup>	

# PLAN OF SUBDIVISION

Stage No /

Plan Number

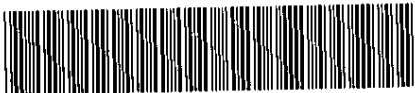
**-PS 519648C**

## BUILDING ENVELOPE PLAN

2.449ha

### AD586934Y

29/04/2005 \$460 173



DAD586934Y-31-1

RESERVE No 1  
(MUNICIPAL & DRAINAGE PURPOSES)

RESERVE No 2  
(MUNICIPAL & DRAINAGE PURPOSES)

MASERATI DRIVE

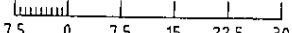
HAYSTON

BOULEVARD

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



SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

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LICENSED SURVEYOR Keith R Jones

SIGNATURE

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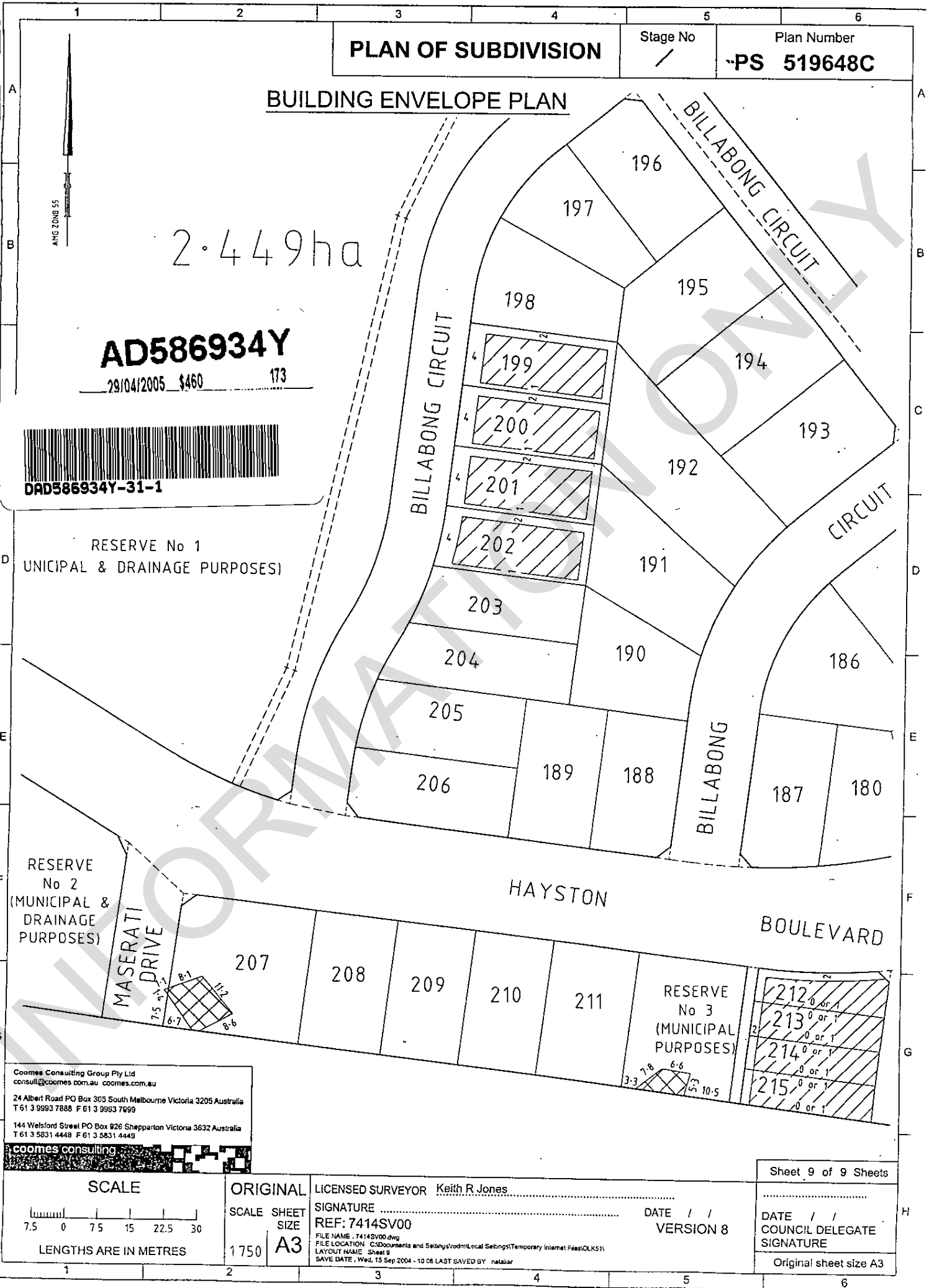
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LAYOUT NAME: Sheet 9  
SAVE DATE: Wed, 15 Sep 2004 - 10:08 LAST SAVED BY: natalia

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VERSION 8

Sheet 9 of 9 Sheets

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Original sheet size A3



**PLAN OF SUBDIVISION**

Stage No /

Plan Number **PS 519648C**

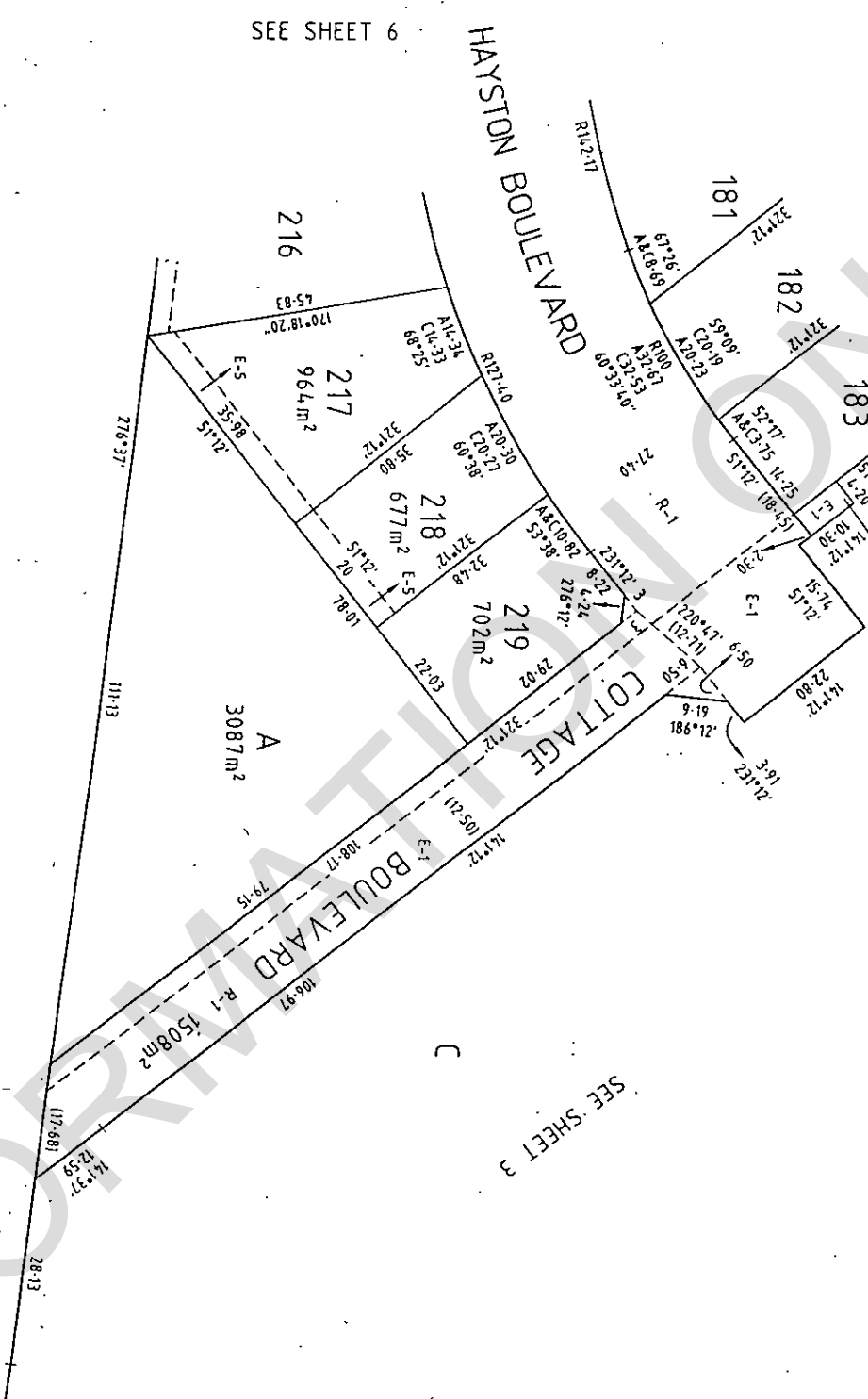
RESERVE No 4  
(ELECTRICAL SUBSTATION  
PURPOSES)

**AD586934Y**

29/04/2005 \$460 173




**DAD586934Y-32-5**



SEE SHEET 6

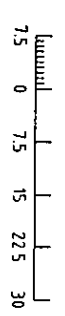
SEE SHEET 3



**Engineering & Surveying**  
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Environmental Science  
Agricultural Engineering

**Consulting Group Pty Ltd**  
24 Albert Road South Melbourne VIC 3200 Australia  
A/CN 19993 UJ Tel: (61) 3 9993 7888 Fax: (61) 3 9993 7999  
Email: comes@comes.com.au Web: www.comes.com.au

**SCALE**



LENGTHS ARE IN METRES

**ORIGINAL SCALE SHEET SIZE**

1:750  
**A3**

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

SIGNATURE .....  
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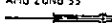
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VERSION 8

Sheet 7 of 9 Sheets

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AMG ZONB 55



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

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



For the purposes of this restriction:

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

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

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

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

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

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




DAD586934Y-33-9

**AD586934Y**

29/04/2005 \$460 173



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24 Albert Road South Melbourne Vic 3205 Australia  
ACH 856 027 635 Tel (61 3) 9993 7888 Fax (61 3) 9993 7999  
Email consult@coomes.com.au Web www.coomes.com.au

LICENSED SURVEYOR (PRINT) Keith Robert Jones  
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REF: 7414SV00 VERSION 8  
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FILE LOCATION: G:\Documents and Settings\rodm\Local Settings\Temporary Internet Files\OLK511  
LAYOUT NAME: Sheet 8  
SAVE DATE: Wed, 15 Sep 2004 - 10:08 LAST SAVED BY: nalabar

Sheet 8 of 9 Sheets

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DATE / /  
COUNCIL DELEGATE SIGNATURE

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C

## Tree Exclusion Zone Requirements

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

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

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

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

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

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

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

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

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



**AD586934Y**

29/04/2005 \$460 173





\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Property  
Suite 1, level 3, 550 bourke street  
MELBOURNE 3001

Client Reference: 86391971 127236444

NO PROPOSALS. As at the 5th December 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

28 MAREBORNE STREET, EPPING 3076  
CITY OF WHITTLESEA

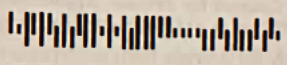
This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 5th December 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75172614 - 75172614145134 '86391971  
127236444'

*Paici.  
14 August 2024  
R-N 281446489822  
in foli*



R Calabro  
[Redacted]



029  
1062018  
R7\_14187

Assessment number: 0598003



To receive your rates notice via email, register at  
[whittlesea.enotices.com.au](mailto:whittlesea.enotices.com.au)  
 Reference No: 5AD232F6BV

Issue date: 31/07/2024

### Instalment 1

**\$424.73**

Due By 30/09/2024

\* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

**Instalment 2 \$421.00**

Due By 30/11/2024

**Instalment 3 \$421.00**

Due By 28/02/2025

**Instalment 4 \$421.00**

Due By 31/05/2025

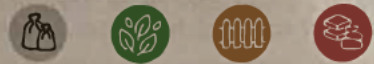
If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

**Lump sum \$1,687.73**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit [whittlesea.vic.gov.au/wastevouchers](http://whittlesea.vic.gov.au/wastevouchers) to download your vouchers or call 9217 2170.

**Property details** 28 Mareborne Street EPPING VIC 3076

LOT 315 PS 532410N

**Owner:** Calabro Rita

**Ward:** Kirrip

### Valuation details

<b>Site Value</b>	<b>Capital Value</b>	<b>Net Annual Value</b>
\$220,000	[Redacted]	\$27,500

**Level of value date** 01/01/2024      **Valuation operative date** 01/07/2024

**AVPCC** 110 Detached Dwelling

### Rates and charges

#### Council Charges

General rate 27,500 x 0.04683579	\$1,287.98
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

#### State Government Charges

Fire services charge (Res) [Redacted]	\$132.00
Fire services levy (Res) [Redacted]	\$47.85
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

**Total** **\$1,687.73**

Waste and recycling vouchers are now online - whittlesea.vic.gov.au/wastevouchers

Payments received after 15 July 2024 may not be included on this notice

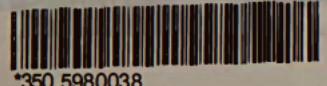
### How to pay

- [whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)
- Phone 1300 301 185
- Council Offices**  
See the back of this notice for opening hours and locations

**BPAY**  
  
**Bill Code:** 5157  
**Ref:** 0598003  
 BPAY this payment via internet or phone banking

**FlexiPay**  
  
 Set up your flexible payment options.  
 Scan the QR code or visit  
[whittlesea-pay.enotices.com.au](http://whittlesea-pay.enotices.com.au)

**Post Billpay**  
**Post Billpay Code:** 0350  
**Ref:** 5980038  
 Pay in person at any post office:  
 131 816 or [postbillpay.com.au](http://postbillpay.com.au)  
 Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



\*350 5980038



\*350 5980038

5th December 2024

Arthur J Dines & Co via Dye & Durham Property Pty  
DYEDURHAM

Dear Arthur J Dines & Co via Dye & Durham Property Pty ,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	28 MAREBORNE STREET EPPING 3076
<b>Applicant</b>	Arthur J Dines & Co via Dye & Durham Property Pty DYEDURHAM
<b>Information Statement</b>	30904648
<b>Conveyancing Account Number</b>	2469580000
<b>Your Reference</b>	CALABRO007440

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	28 MAREBORNE STREET EPPING 3076
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

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

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

## **Melbourne Water Property Information Statement**

Property Address	28 MAREBORNE STREET EPPING 3076
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

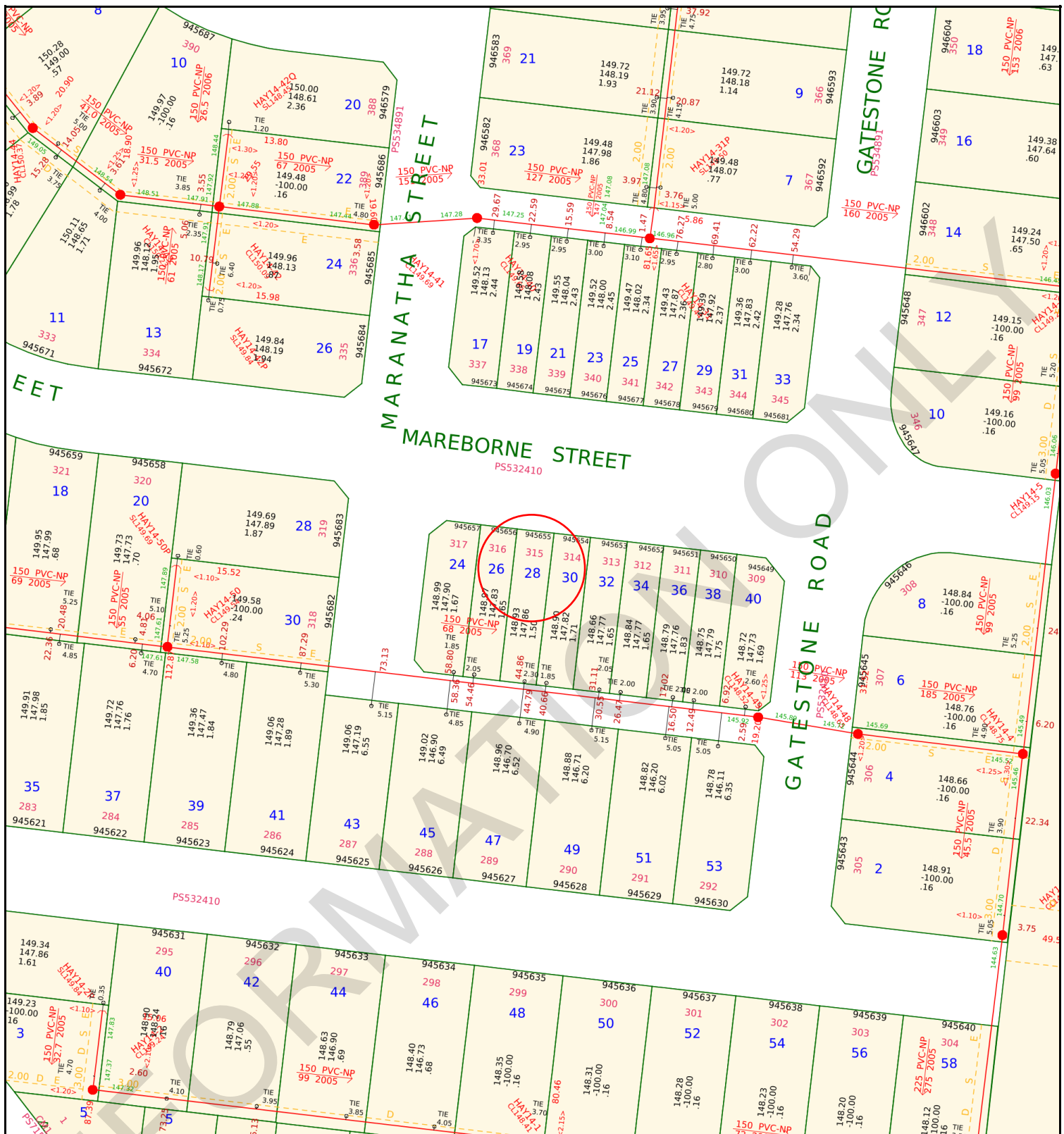
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30904648**

<b>Address</b>	28 MAREBORNE STREET EPPING 3076
<b>Date</b>	05/12/2024
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

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

Arthur J Dines & Co via Dye & Durham Property Pty  
DYEDURHAM  
property.certificates@dyledurham.com

## RATES CERTIFICATE

**Account No:** 0293796420  
**Rate Certificate No:** 30904648

**Date of Issue:** 05/12/2024  
**Your Ref:** CALABRO007440

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
28 MAREBORNE ST, EPPING VIC 3076	315\PS532410	1632097	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$0.00
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$0.00
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$0.00
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$0.00



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

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

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

**Property No:** 1632097

**Address:** 28 MAREBORNE ST, EPPING VIC 3076

**Water Information Statement Number:** 30904648

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 02937964203

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 December 2024 02:15 PM

## PROPERTY DETAILS

Address: **28 MAREBORNE STREET EPPING 3076**  
Lot and Plan Number: **Lot 315 PS532410**  
Standard Parcel Identifier (SPI): **315\PS532410**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **598003**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 182 E6**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

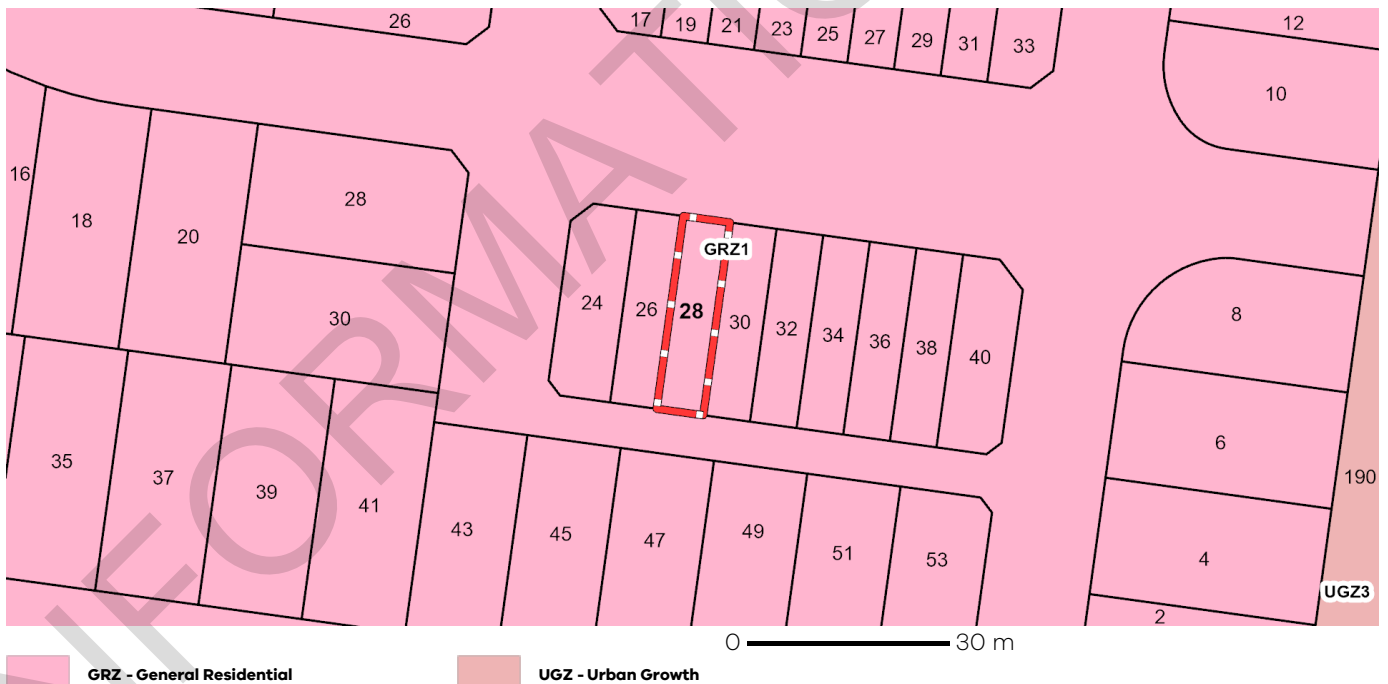
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



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

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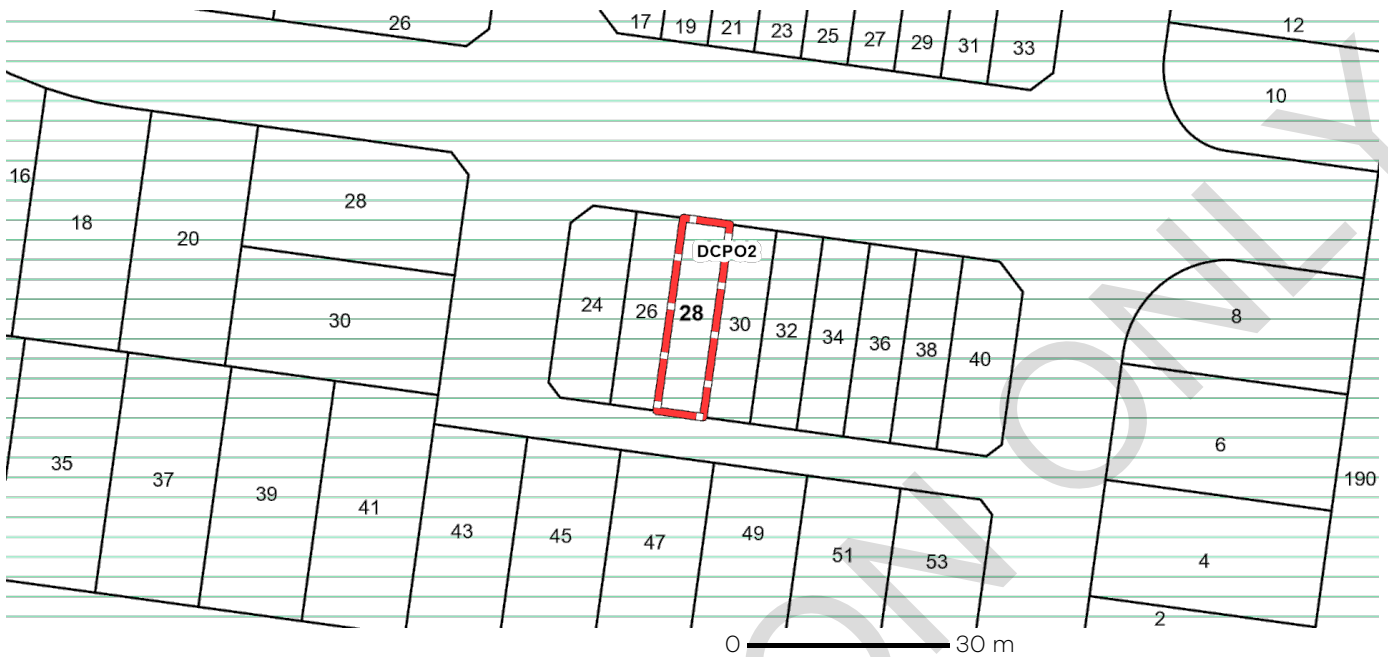
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

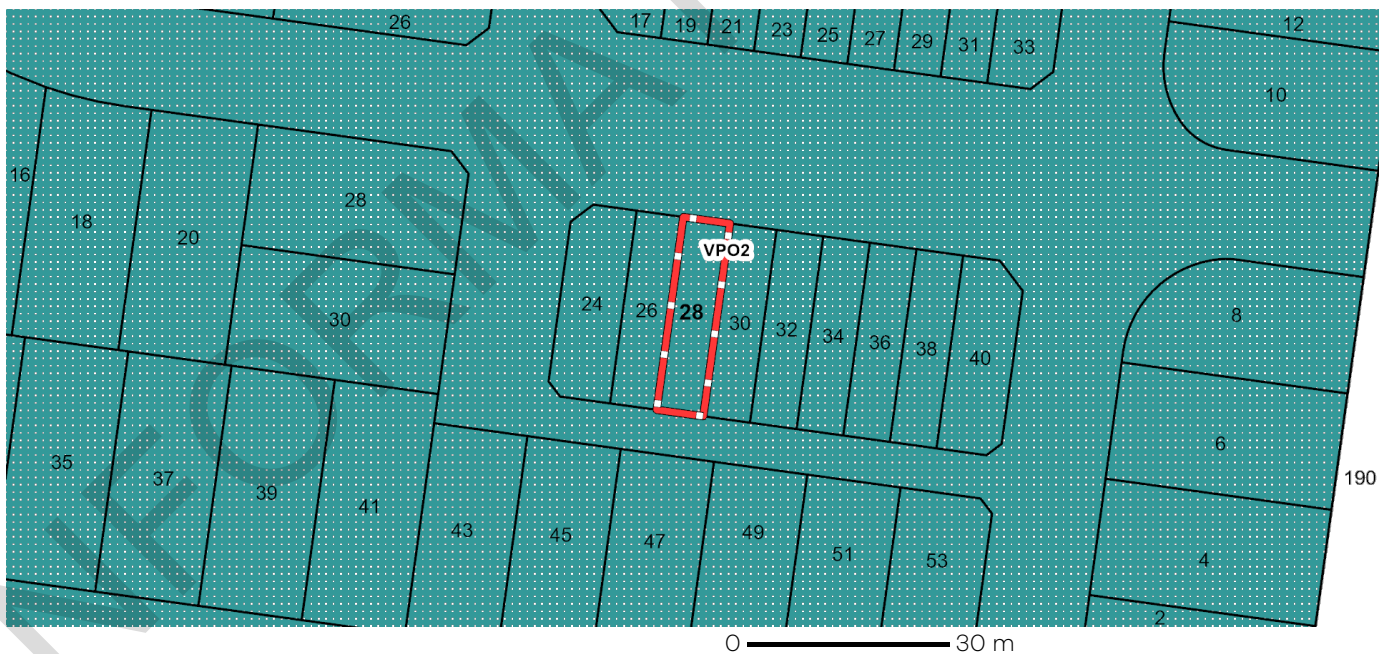


 **DCPO - Development Contributions Plan Overlay**

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 **VPO - Vegetation Protection Overlay**

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

## Further Planning Information

Planning scheme data last updated on 4 December 2024.

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

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

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

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

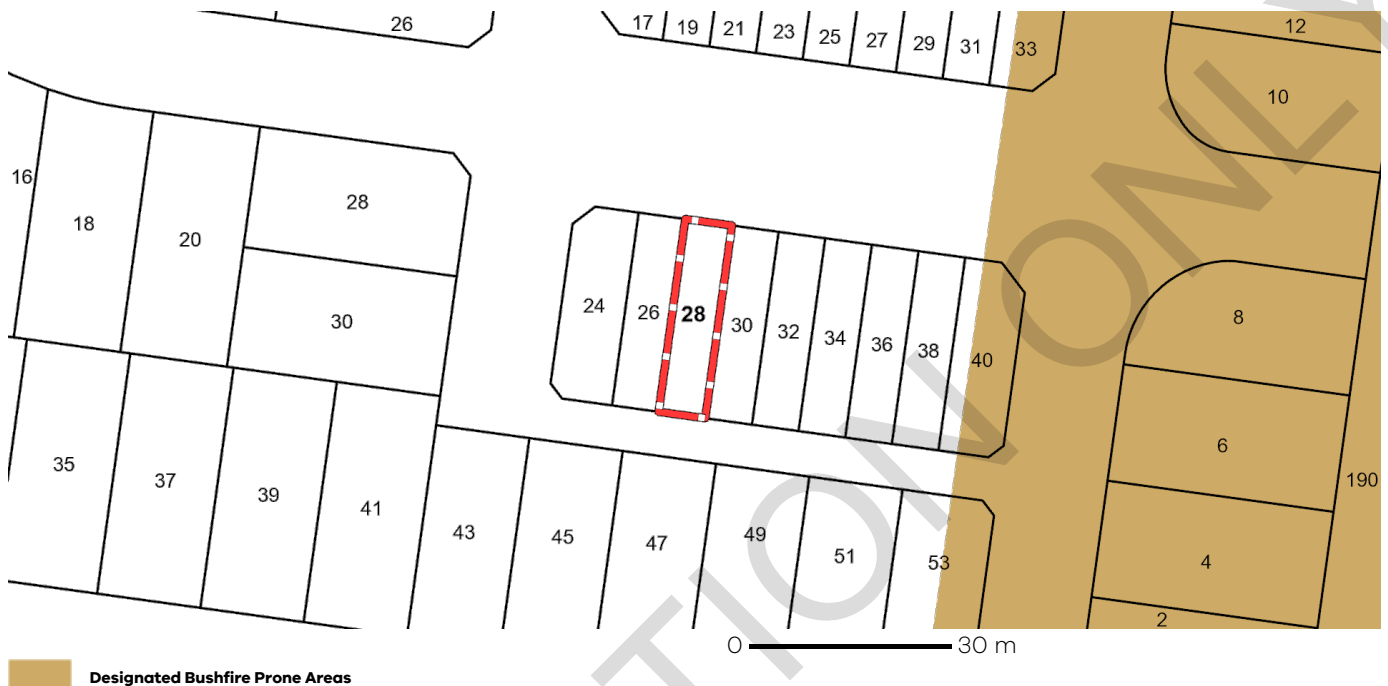
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

## Extractive Industry Work Authorities (WA)

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

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

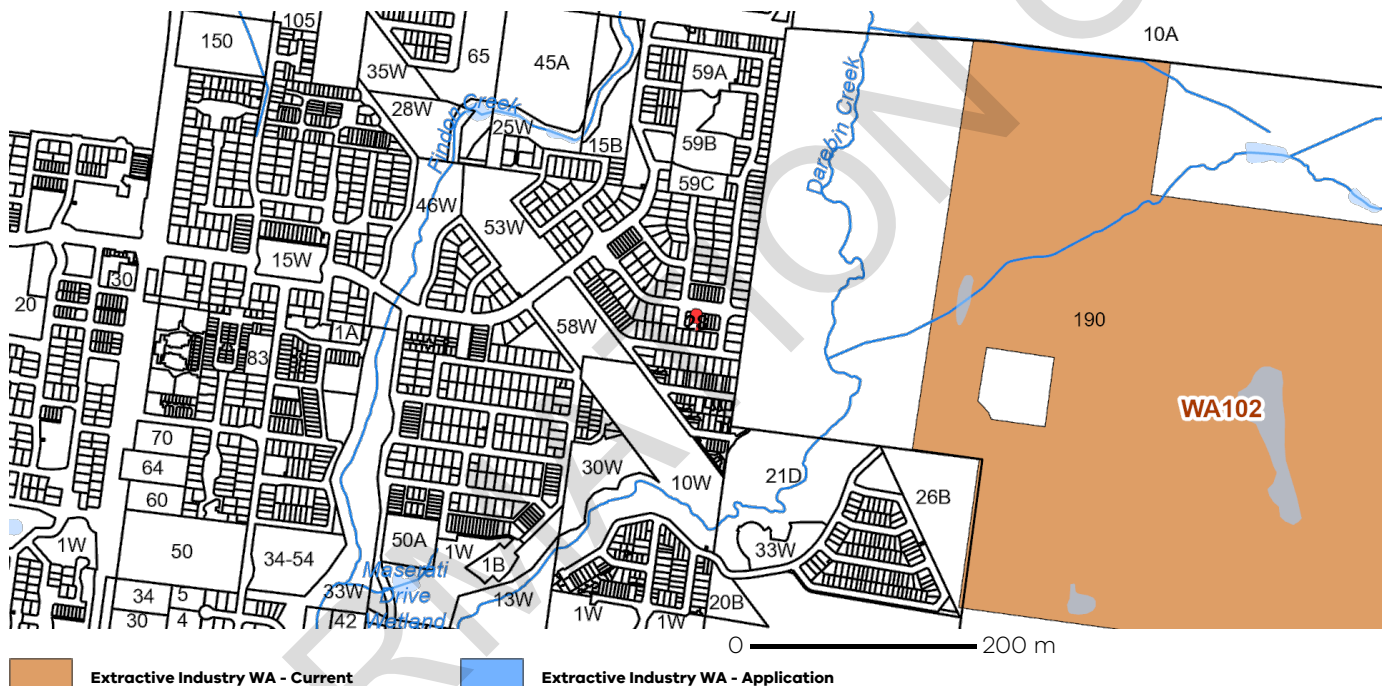
The amendment made changes to the Rural Living Zone, Green Wedge Zone, Green Wedge Zone A, Rural Activity Zone, Farming Zone and Rural Conservation Zone, introducing a permit requirement for accommodation and building and works associated with accommodation that is located within 500 metres from the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

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

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

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

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





# Planning Certificate



## PROPERTY DETAILS

Property Address: 37 ENGLISH STREET SEVILLE VIC 3139  
Title Particulars: Vol 12249 Fol 567  
Vendor: TYSON MARK FREEMAN, ALEXANDRA JACQUELINE FREEMAN  
Purchaser: N/A

Certificate No: 127235655

Date: 05/12/2024

Matter Ref: 86391314

Client: Sargeants Monash  
Victoria



## MUNICIPALITY

YARRA RANGES



## PLANNING SCHEME

YARRA RANGES PLANNING SCHEME



## RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

YARRA RANGES SHIRE COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



## ZONES

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3



## ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



## APPLICABLE OVERLAYS

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 22

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

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 **ADDITIONAL INFORMATION**

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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INFORMATION ONLY

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## YARRA RANGES PLANNING SCHEME

### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

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The Minister for Planning is the responsible authority for amending and approving the Master Plan required under Schedule 4 to the Special Use Zone.

The Minister for Planning is the responsible authority for considering and determining applications, in accordance with Divisions 1, 1A, 2, and 3 of Part 4 and exercising the powers set out in Section 171 and under Division 2 of Part 9 of the Planning and Environment Act 1987 and for approving matters required by the planning scheme or a condition of a permit to be done to the satisfaction of the responsible authority, in relation to the use and development of land within the Fitzroy Housing Precinct and the Richmond Housing Precinct, more particularly being the areas affected by Schedule 10 to the Development Plan Overlay.

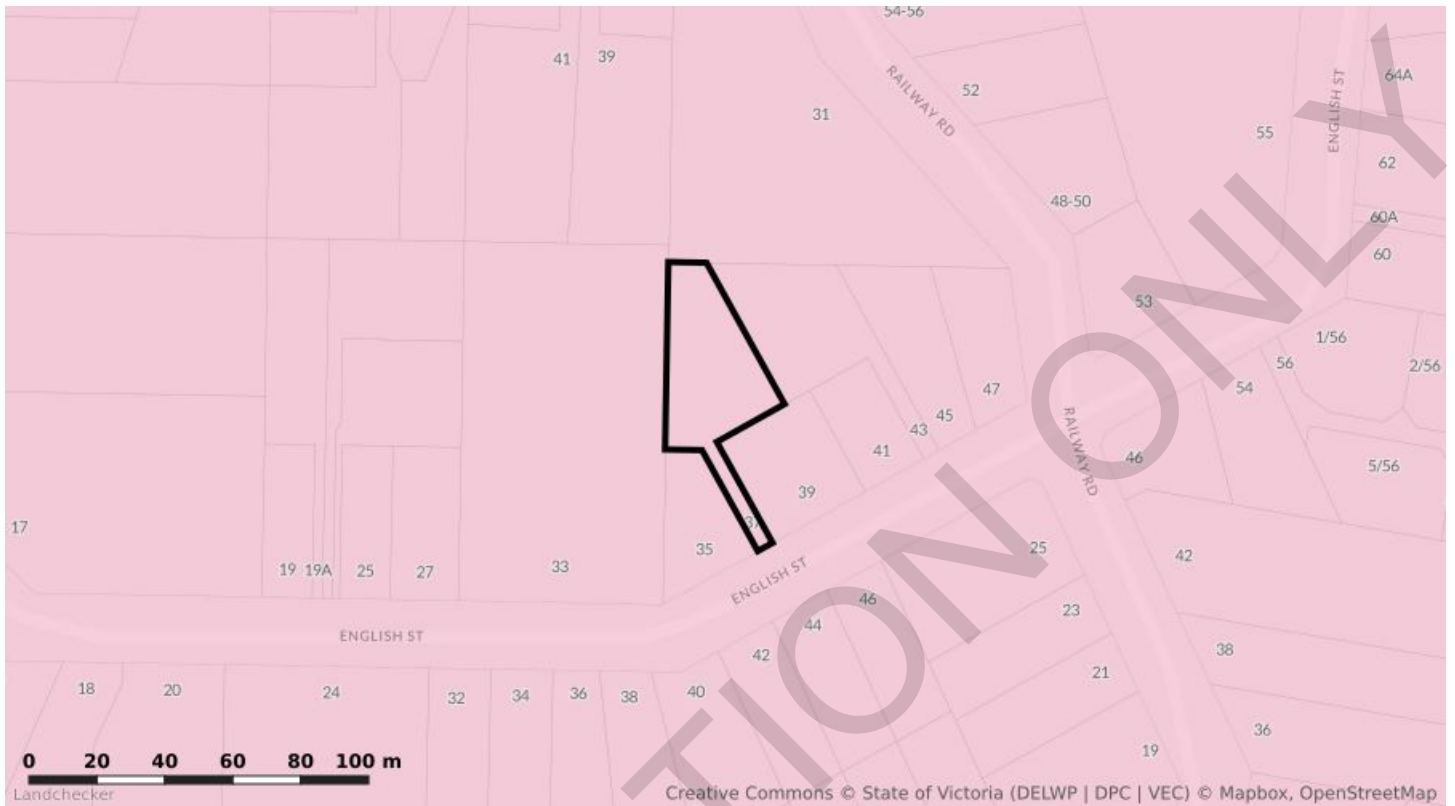
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 **PLANNING ZONES MAP**



**ZONING**

- NRZ3 - NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(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.

VENDOR: **RITA CALABRO**

PROPERTY: **28 Mareborne Street EPPING VIC  
3076**

---

**CONTRACT OF SALE  
INCORPORATING STATEMENT  
PURSUANT TO SECTION  
32 OF THE SALE OF LAND ACT**

---

Vendor's Legal Practitioner:

Messrs. Arthur J. Dines & Co.,  
Lawyers & Property Law Consultants,  
Suite 10, Level 1,  
2 Enterprise Drive,  
Bundoora 3083

Phone: 9470-8288  
Email: [admin@ajdines.com.au](mailto:admin@ajdines.com.au)  
Ref: 007440