

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

## **Contract of Sale – Land Bloomdale Estate, Stage 31**

Property: Stage 31 Bloomdale Estate, Diggers Rest-Coimadai Road, Diggers Rest VIC 3427

Lot:

on proposed plan of subdivision PS821128U (Stage 31)

**Avid Property Group Nominees Pty Ltd**  
**ACN 088 212 631**

# FORM 1

## ESTATE AGENTS ACT 1980

Regulation 5(a)

### CONTRACT OF SALE OF REAL ESTATE—PARTICULARS OF SALE

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

**Property Address: Refer - Particulars of Sale**

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; and
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of 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 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.

## 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 the Vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

on \_\_\_\_/\_\_\_\_/2015

## REFER - EXECUTION PAGES FOR PURCHASER SIGNING

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 days if none specified).

**SIGNED BY THE VENDOR**

on \_\_\_\_/\_\_\_\_/2015

## REFER - EXECUTION PAGES FOR VENDOR SIGNING

print name of person signing

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.

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

#### Off-the-plan sales

#### Section 9AA(1A) Sales of Land Act 1962

- You may negotiate with the Vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which the Purchaser signs the contract of sale and 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.

# Vendor Execution

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**SIGNED BY THE VENDOR**

on

print name of person signing

on

print name of person signing

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

As attorneys for Avid Property Group Nominees Pty Ltd  
ACN 088 212 631 as trustee for the Diggers Rest Trust C  
under power of attorney dated 17/08/2016

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# Purchaser Execution

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print name of person signing	state nature of authority if applicable (e.g. "director", "attorney under power of attorney")	signature	date



## Particulars of sale

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### **VENDORS ESTATE AGENT**

**MARKETECT (VIC) PTY LTD (ACN 092 977 127)**

LIC: 076146L

of Suite 4-6, Level 2, 2 Queen St Melbourne VIC 3000  
PO Box 16204 Collins Street West VIC 8007

Reference: Leivett Reynolds

Telephone: 1300 656 011

Email: [lreynolds@avidpropertygroup.com.au](mailto:lreynolds@avidpropertygroup.com.au)

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### **VENDOR**

**Avid Property Group Nominees Pty Ltd ACN 088 212 631** as trustee for the Diggers Rest Trust C  
of Suite 6, Level 2, 2 Queen Street Melbourne VIC 3000

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### **VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**

**Maddocks** of Collins Square, Tower Two, Level 25, 727 Collins Street, Melbourne, Victoria, 3008  
Ref: 6001431.037:AMAG Telephone: (03) 9258 3555 Facsimile: (03) 9258 3666  
Email: [ashlee.magennis@maddocks.com.au](mailto:ashlee.magennis@maddocks.com.au)

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### **PURCHASER**

Name	Address	Telephone	Email
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### **Purchaser's Legal Practitioner or Conveyancer**

Name

Address

Telephone

Fax

Email

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

**Lot** on proposed Plan of Subdivision PS821100T, being part of the land described in certificates of title volume 12086 folio 668 attached to the Vendor's Statement.  
The land includes any improvements and fixtures.

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### **PROPERTY ADDRESS**

The address of the land is **Lot** on proposed Plan of Subdivision PS821128U, Bloomdale Estate, Diggers Rest-Coimadai Road, Diggers Rest VIC 3427

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**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

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

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**LOAN (general condition 14)**

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

Lender:

Loan amount \$

Approval date 21 days from the Day of Sale

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**SPECIAL CONDITIONS**

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

<b>special conditions</b>
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If the contract is subject to '**special conditions**' then particulars of the special conditions follow the general conditions.

**FORM 2**  
**ESTATE AGENTS ACT 1980**

Regulation 5(a)

**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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 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 a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.
- 3. Identity of the land**
- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
  - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.
- 4. Services**
- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 5. Consents**
- The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 6. Transfer**
- The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.
- 7. Release of security interest**
- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
  - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1) (b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted,

- 7.5 Subject to general condition, 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of 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 \$5,000 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 any 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 a 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 interest 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 general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
  - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

## **MONEY**

### **10. Settlement**

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

### **11. Payment**

- 11.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 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 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 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 a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business is carried on':
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.
- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and



- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

## **15. Adjustments**

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments 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 prepaid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression “give” or “serve” or any other expression is used.

### **18. Nominee**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

### **19. Liability of signatory**

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

### **20. Guarantee**

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

### **21. Notices**

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The

purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **22. Inspection**

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

## **23. Terms contract**

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

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

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

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

## **24. Loss or damage before settlement**

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. Breach**

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

- (b) any interest due under this contract as a result of the breach.

## **DEFAULT**

### **26. Interest**

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

### **27. Default notice**

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

27.2 The default notice must:

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

### **28. Default not remedied**

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

# ANNEXURE A

## Special Conditions

### 1 Definitions and Interpretation

#### 1.1 Definitions

In this Contract:

- (a) **Additional Restrictions** includes all easements, encumbrances, rights, privileges, restrictions on use and covenants (including any draft restrictions and covenants included in the Disclosure Material), dedications of land, agreements (including, if the Relevant State is Victoria, the entering into of any agreement under section 173 of the *Planning & Environment Act 1987* (Vic)), leases, licences, other occupation rights and arrangements relating to all or part of the land comprised in the Development and which are:
  - (i) required by an Authority;
  - (ii) required by a condition or an approval of an Authority; or
  - (iii) reasonably and properly required for the Development.
- (b) **Authority** means any government, local government, semi-government, statutory or planning authority, including the Titles Office and the Council.
- (c) **Business Day** means any day other than:
  - (i) a Saturday or Sunday;
  - (ii) a public holiday in the capital city of the Relevant State; or
  - (iii) a day in the period 24 December to 2 January (inclusive).
- (d) **Buyer Claim** means making any requisition, claiming compensation from the Seller, claiming a reduction in the Purchase Price, seeking to delay or extend Settlement, seeking to be discharged from the purchase of the Land or attempting to rescind or terminate this Contract.
- (e) **Contract Date** means the date of this Contract as inserted in the Particulars.
- (f) **Council** means the local or municipal council or government with jurisdiction over the Parent Parcel.
- (g) **Default Interest Rate** means 12% per annum.
- (h) **Design Guidelines** mean the building design guidelines attached to this Contract, included in the Disclosure Material and any revised guidelines advised by the Seller to the Buyer from time to time.
- (i) **Development** means the residential estate of which the Property forms part, being developed by the Seller on the Development Site.
- (j) **Development Site** means all land including:
  - (i) the Parent Parcel;
  - (ii) any land identified on the Plan; and
  - (iii) any land adjoining or near that land,on which the Seller and its contractors and consultants are undertaking or intend to undertake development activities as part of the Development.
- (k) **Disclosure Material** means this Contract, including all material attached to this Contract (in addition to that attached in **Annexure B**), the Disclosure Statement (where applicable under the Governing Act), the Design Guidelines and any other material given to the

Buyer by the Seller and which is identified in writing by the Seller as Disclosure Material for the purposes of this Contract.

- (l) **Disclosure Statement** means a disclosure statement and associated materials relating to the Land given by the Seller to the Buyer before the Buyer entered into this Contract, if required under the Governing Act.
- (m) **Governing Act** means:
  - (i) if the Relevant State is Queensland, the *Land Sales Act 1984* (Qld);
  - (ii) if the Relevant State is New South Wales, the *Conveyancing Act 1919* (NSW); and
  - (iii) if the Relevant State is Victoria, the *Sale of Land Act 1962* (Vic).
- (n) **Guarantor** means all the directors of the Buyer.
- (o) **House** means a residential dwelling and ancillary fencing and landscaping which meets all requirements of the Design Guidelines, including obtaining the approval of the Seller or its nominee to the relevant plans and specifications.
- (p) **Land** means the parcel of land sold under this Contract, as identified in the Particulars.
- (q) **Outgoings** means all outgoing, costs and expenses in respect of the Property and includes Rates and land tax.
- (r) **Parent Parcel** means the larger parcel (or parcels) of land identified on the Plan as:
  - (i) if at the Contract Date there is not a Title, the underlying land from which the Land will be ultimately subdivided; and
  - (ii) if at the Contract Date there is a Title, the underlying land which was subdivided to create, amongst other land, the Land.
- (s) **Particulars** means the information schedule at the front of this Contract which forms part of the Standard Form, which has been completed to include details about the sale of the Property.
- (t) **Personal Information** means all personal information (as defined in the Privacy Act) relating to the Buyer, including all personal information set out in this Contract and otherwise collected by the Seller or on its behalf whether prior to or after the date of this Contract.
- (u) **Plan** means:
  - (i) if at the Contract Date there is not a Title, a plan of subdivision generally in the form of the proposed plan (as amended, varied or otherwise affected from time to time in accordance with the Contract) attached to this Contract as **Annexure C**; and
  - (i) if at the Contract Date there is a Title, the Registered Plan attached to this Contract as **Annexure C**.
- (v) **Privacy Act** means the *Privacy Act 1988* (Cth) and any regulations, ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued under that Act, as amended from time to time.
- (w) **Property** means the Land and all improvements, fixtures and inclusions on the Land, but does not include any item that is identified in the Particulars as being excluded from sale.
- (x) **Purchase Price** means the price to be paid for the Property as specified in the Particulars.
- (y) **Rates** means all rates and charges by any competent Authority and includes Council rates, water rates and fire service levies.

- (z) **Registered Plan** means the Plan (as amended, varied or otherwise affected from time to time in accordance with this Contract) as registered at the Titles Office.
- (aa) **Relevant State** means the State in which the Parent Parcel is located.
- (bb) **Security Interest** has the meaning given to that term in the *Personal Property Securities Act 2009* (Cth).
- (cc) **Service** means any water supply, sewerage, drainage, gas, electricity, telecommunications (including the national broadband network) or other service and, where the context permits, includes all infrastructure, machinery and installations for the conveyance, support, operation, protection and maintenance of supply of a service.
- (dd) **Settlement** means completion in accordance with this Contract.
- (ee) **Settlement Date** means:
  - (i) if at the Contract Date there is not a Title, the later of:
    - (A) the date specified as the settlement date in the Settlement Notice being **14 days** after the date the Settlement Notice is given to the Buyer; and
    - (B) the date that is **35 days** after the Contract Date; or
  - (ii) if at the Contract Date there is a Title, the date that is **35 days** after the Contract Date.
- (ff) **Settlement Notice** is a notice given by the Seller to the Buyer that the Plan creating the Land has been registered by the Titles Office.
- (gg) **Site Conditions** means physical conditions on, above, below or about the Land or its surroundings, including natural and artificial conditions, geo-technical and sub-surface conditions, any latent or patent defect, contamination or the existence of any hazardous substances or things and the location and capacity of Services, whether or not they could reasonably have been anticipated at the Contract Date or at any other time.
- (hh) **Solicitor** where appearing in the Particulars or these Special Conditions includes a legal representative or other party nominated as acting for the Seller or the Buyer (as the case may be).
- (ii) **Special Conditions** mean the special conditions contained in this **Annexure A** to this Contract.
- (jj) **Standard Form** means the standard terms or general conditions of the Real Estate Institute, Law Institute or Law Society of the Relevant State to which these Special Conditions are annexed, or if no such standard terms and general conditions, then the general conditions contained and in force in this Contract.
- (kk) **Sunset Date** means the date which is 24 months after the Contract Date.
- (ll) **Title** means a separate freehold title for the Land issued by the Titles Office.
- (mm) **Title Encumbrances** means all encumbrances (other than mortgages) which are:
  - (i) registered on the title of:
    - (A) if at the Contract Date there is not a Title, the Parent Parcel at the Contract Date; or
    - (B) If at the Contract Date there is a Title, the Land at the Contract Date;
  - (ii) disclosed or identified on the Plan, including any restrictions on the use of land;
  - (iii) arising by operation of any statute in respect of the Land;
  - (iv) identified or disclosed in the Disclosure Material; or
  - (v) registered in respect of the Land in accordance with this Contract.

(nn) **Titles Office** means the Land Titles Registry or Office in the Relevant State.

## **1.2 Interpretation**

The following rules of interpretation apply to this Contract unless the context requires otherwise:

- (1) the singular includes the plural and vice versa;
- (2) a person includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership, trust, successors, substitutes (including persons taking by novation) and assigns;
- (3) a reference to a document (including this Contract) is to that document as varied, novated, ratified or replaced from time to time;
- (4) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (5) subject to Special Condition 1.3, if a word or phrase is defined in the Standard Form:
  - (i) it has the same meaning in these Special Conditions, unless the term is defined differently in these Special Conditions; and
  - (ii) if it can be used interchangeably with a term used in these Special Conditions, the term used in these Special Conditions has the same meaning as that other term, including for example:
    - (A) Seller means Vendor;
    - (B) Buyer means Purchaser;
    - (C) Settlement means Completion;
    - (D) Deposit Holder means Stakeholder;
    - (E) Settlement Date means Completion Date and Date for Completion;
    - (F) Contract Date means Day of Sale; and
    - (G) vice versa in each case;
- (6) headings are intended only to facilitate the reading of this Contract and are of no effect in relation to the interpretation of this Contract or of any of the provisions expressed or implied in this Contract;
- (7) a reference to a status, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (8) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (9) the word 'includes' in any form is not a word of limitation;
- (10) a reference to a '\$' or 'dollar' is to Australian currency; and
- (11) the obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.

## **1.3 Order of Precedence**

The Buyer and the Seller agree that if there is:

- (1) any conflict or inconsistency arising between these Special Conditions, the Design Guidelines, the Particulars and the Standard Form, the ranking in priority will be as follows:

- (i) first these Special Conditions;
  - (ii) second the Standard Form;
  - (iii) third the Particulars; and
  - (iv) fourth the Design Guidelines; or
- (2) any conflict or inconsistency between this Special Condition and any other Special Condition then, except in the case of manifest error, to the extent of the conflict or inconsistency, the provisions of any other Special Condition will prevail and have priority over this Special Condition.

#### **1.4 Business Days**

If anything is required to be done on a day that is not a Business Day, it must be done on the next Business Day.

## **2 Representations, Warranties and Acknowledgments**

### **2.1 Disclosure Material/Statement acknowledgement**

The Buyer acknowledges receiving the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement in respect of the Property in compliance with the applicable requirements of the Governing Act before entering into this Contract.

### **2.2 Representations and warranties**

- (1) This Contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.
- (2) The Buyer represents and warrants to the Seller that:
  - (i) the Buyer has inspected the Property;
  - (ii) unless otherwise stated in this Contract, the Buyer has not entered into this Contract in reliance on any express or implied statement, representation, promise or warranty made by or on behalf of the Seller in respect of any matters relating to the Property (including any improvements, fixtures, furnishings, chattels and inclusions) or which has or may affect the Property, including:
    - (A) its suitability for any use (including any restrictions applying to that use);
    - (B) the Site Conditions;
    - (C) any financial return or income likely to be derived from it;
    - (D) any market analysis, estimate, opinion or other statement, comment or prediction as to the future; and
    - (E) any Service or proposed Service to the Property, being a joint Service with another lot, the pipes or connections for or related to any service to the other lots passing through the Property or the pipes or connections of any Authority responsible for the provision and maintenance of any Service passing through the Property; and
  - (iii) the Buyer relies on the Buyer's own enquiries in relation to all matters affecting the Property, whether or not disclosed in this Contract, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement.
- (3) No warranty or representation is made by or on behalf of the Seller as to the accuracy or completeness of the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement.



- (4) Without limitation to any other provision in this Contract, the Buyer confirms, warrants and acknowledges to the Seller that:
- (i) the Buyer has undertaken its own investigations and enquiries in respect of the Property prior to entering into this Contract;
  - (ii) any material or information provided or made available by or on behalf of the Seller has been provided for the purpose of assisting the Buyer in determining the direction of its own independent enquiries into, and independent assessments of, the Property;
  - (iii) prior to entering into this Contract, the Buyer has satisfied itself with respect to all matters relating to or arising out of those investigations and enquiries and has relied entirely upon its own enquiries and inspections in respect of the Property; and
  - (iv) the Buyer will not make any Buyer Claim as a direct or indirect result of the investigations, enquiries or disclosure referred to in this Special Condition 2.2.

### **3 Property Restriction and Objections**

- (1) Unless otherwise provided in these Special Conditions, the Buyer accepts:
- (i) the state of repair or condition of the Property (including any improvements, fixtures, furnishings, chattels and inclusions);
  - (ii) the state of repair or condition of any Service to and on the Property;
  - (iii) the presence of any sewer, manhole or vent on the Property; and
  - (iv) any Site Conditions in relation to the Land.
- (2) The Buyer is not entitled to make any Buyer Claim because of any matter referred to in Special Condition 3(1).

### **4 Capacity**

Without affecting any other right of the Seller, the Seller may terminate this Contract by written notice to the Buyer if the Buyer or any Guarantor:

- (1) being a natural person:
- (i) dies;
  - (ii) becomes incapable because of unsoundness of mind to manage his or her own affairs; or
  - (iii) is declared bankrupt or enters into any scheme with, or makes any assignment of, his or her estate for the benefit of his or her creditors; or
- (2) is a company and:
- (i) resolves to go into liquidation;
  - (ii) has a petition for its winding up presented and not withdrawn within **30 days** of presentation;
  - (iii) enters into any scheme of arrangement with its creditors under the relevant provisions of the *Corporations Act 2001* (Cth) or any similar legislation;
  - (iv) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed to it; or
  - (v) is deemed or taken under the laws of Australia to be subject to a similar event or to be unable to pay its debts.

## **5 Settlement**

### **5.1 Settlement requirements**

- (1) Settlement of this Contract must take place on the Settlement Date.
- (2) Without affecting the Seller's other rights, if any money payable by the Buyer under this Contract is not paid when due (or the Seller extends the Settlement Date as a direct consequence of a request or default of the Buyer), the Buyer must pay the Seller interest on that money calculated at the Default Interest Rate from the due date for payment (or the original Settlement Date, whichever is earlier) until payment is made. Interest is capitalised on the first day of each month. The Buyer must pay the interest at Settlement and the Seller is not obliged to complete this Contract unless the Buyer pays that interest. The Seller may recover any interest from the Buyer as liquidated damages.
- (3) The Seller is not regarded as unable, not ready or unwilling to complete because of the existence of a charge on the Land in respect of any Outgoings.
- (4) If the Buyer fails to deliver to the Seller the Transfer within the time period set out in general condition 6 of this Contract, the Buyer agrees to pay to the Seller by way of adjustment at completion, the sum of \$50.00 towards the cost of arranging execution of such transfer on short notice. The buyer acknowledges that the payment of such sum is an essential term of this Contract.

### **5.2 Seller may extend Settlement Date**

The Seller may, in its sole discretion and by written notice to the Buyer, extend the Settlement Date by a period of not more than three months. The Seller may extend the Settlement Date under this Special Condition 5.2 on any number of occasions, provided that the extended Settlement Date is not later than the date that is three months after the original Settlement Date.

## **6 Registration of Plan**

- (1) If at the Contract Date a Title does not exist for the Land, Settlement of this Contract is conditional on registration of the Plan at the Titles Office and the creation of the Title.
- (2) If on or before the Sunset Date:
  - (i) where the Relevant State is Queensland, Settlement has not been effected; or
  - (ii) where the Relevant State is New South Wales or Victoria, registration of the Plan at the Titles Office and the creation of the Title has not occurred,then either party may (provided it is not in default under this Contract), by giving written notice to the other party, rescind this Contract before Settlement is effected. Upon rescission, the Deposit will be refunded to the Buyer and neither party will have any other right, claim or cause of action against the other because of the rescission, Settlement not having occurred or the Plan not being registered or the Title not being created.

## **7 Management of the Property**

### **7.1 Seller has no obligations**

The Seller is not obliged to:

- (1) clean or tidy the Land;
- (2) remove any rubbish, debris or other items from the Land;
- (3) repair, maintain or replace anything on the Land; or
- (4) carry out any renewals or replacement of, or incur capital expenditure (according to normal accounting principles) in relation to, any improvements or property on the Land, prior to Settlement or at all.

**7.2 Not used**

**8 Alterations to the Plan and Additional Restrictions**

**8.1 Alterations to the Plan**

- (1) Subject to the provisions of any relevant legislation (including the Governing Act), the Buyer acknowledges that the Seller may make such alterations or variations to the Plan which the Seller considers necessary or desirable or which may be required by any Authority.
- (2) Without limiting the Seller's rights under Special Condition 8.1(1), the Buyer agrees that it will not be materially prejudiced by, and must not make any Buyer Claim in respect of:
  - (i) any minor variation to the dimensions or discrepancies in the position of the Land;
  - (ii) any minor reduction in the area of the Land;
  - (iii) any variation to the lot numbering of the Land;
  - (iv) any variation which may be required by the Seller or any Authority to the number, dimensions, area, position or numbering of any of the lots within the Development other than the Land; or
  - (v) the creation of or change in location of any easements, restrictive covenants or positive covenants,  
between those shown on the Plan and those shown on the Registered Plan.
- (3) The sale of the Land is subject to any Title Encumbrance.
- (4) The Seller may register (or allow to be registered) on the Title of the Land, any easement or other encumbrance that may be required by the Seller or any relevant Authority and the Buyer must not make any Buyer Claim in respect to such encumbrance.
- (5) For the purposes of Special Condition 8.1(2):
  - (i) 'minor variation' is a change which does not substantially, detrimentally and permanently affect the Land; and
  - (ii) 'minor reduction in the area of the Land' shall be a variation which diminishes the area of the Land by less than or equal to 5%.
- (6) The Seller specifically reserves the right to subdivide any lot (other than the Land) on the Plan into more lots and to amalgamate any lot (other than the Land) with any other lot (other than the Land) on the Plan and the Buyer must not make any Buyer Claim in relation to such subdivision and/or amalgamation.
- (7) The Buyer must not make any Buyer Claim in relation to any matter relating to any lot on the Plan or on the Registered Plan other than the Land.

**8.2 Additional Restrictions**

- (1) The Buyer acknowledges and agrees that:
  - (i) as at the Contract Date and the Settlement Date, not all of the Additional Restrictions may have been entered into, granted or finalised; and
  - (ii) subject to any relevant legislation (including the Governing Act) the Seller can enter into, grant, finalise or modify any Additional Restriction on or after the Contract Date.
- (2) Within 5 Business Days after receipt of a request from the Seller, the Buyer must execute any acknowledgement, consent or other document required by the Seller under which the Buyer:

- (i) agrees to accept and observe an Additional Restriction; and
  - (ii) acknowledges that the Additional Restriction runs with the relevant land.
- (3) The Buyer acknowledges and agrees that the Seller may require the Buyer to create in the instrument of transfer of the Property, any Additional Restrictions in the form of easements or covenants which burden the Property.

### **8.3 No Buyer Claim**

The Buyer must not make any Buyer Claim in relation to any matter disclosed or mentioned in this Special Condition 8.

## **9 Services**

- (1) The Buyer acknowledges that a Service, Title Encumbrance or Additional Restriction may affect the location of any dwelling and other improvements on the Land and that, prior to the Contract Date, the Buyer has satisfied itself in all respects about any such affectation.
- (2) The Buyer must:
  - (i) take into account the location of any Service, Title Encumbrance or Additional Restriction when designing a dwelling or other improvement for construction on the Land; and
  - (ii) pay all costs associated with the design and construction of a dwelling or other improvement on the Land as a result of the location of any Service, Title Encumbrance or Additional Restriction affecting the Land.

## **10 Buyer's Acknowledgment**

The Buyer acknowledges that the title(s) to the lots on the Registered Plan, other than the Land, may be encumbered, affected or amended by any one or more of the following without such encumbrance, affectation or amendment being disclosed in this Contract, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement and the Buyer must not make a Buyer Claim in respect of any of the following:

- (1) redefinition of the boundaries of any lot;
- (2) minor road realignment or dedication of any lot;
- (3) leases, easements or dedications relating to the provision of electricity and the establishment of substations;
- (4) alteration to the lot numbers;
- (5) easements and/or restrictions on use in favour of any Authority, property and/or person but not so as to burden the Land;
- (6) any easement or restriction on use affecting or benefiting any lot in the Registered Plan other than the Land which is disclosed or referred to in the Plan, the Disclosure Material and (where applicable under the Governing Act) the Disclosure Statement; or
- (7) any town planning or other application to the Council or other relevant Authority made by the Seller (or anyone on its behalf) relating to the above matters.

## **11 Estate Development**

- (1) The Buyer acknowledges and agrees that:
  - (i) the Property may form part of the Development Site and be part of a larger or multi-staged estate;
  - (ii) further development of surrounding lots or stages may occur after Settlement;

- (iii) dust, noise, vibration, nuisance or other inconvenience in relation to development of lots or development stages near the Property may be experienced by the Buyer or its successors in title; and
- (iv) development works may involve the stockpiling of materials and use of heavy machinery on lots or development stages near the Property, or necessitate changes to traffic conditions in or near the Property.

(2) The Seller may:

- (i) complete all or part of the Development in stages or otherwise in a timeframe and to standards determined in its discretion;
- (ii) remove trees or other vegetation on any lot in the Development;
- (iii) sell, transfer or otherwise dispose of any part of the Development Site;
- (iv) change any part of the title structure in the Development (i.e. establish community title or other scheme) or use or authorise the use of any land in the Development Site for medium or high density housing, child care centres, schools and commercial and retail centres;
- (v) reconfigure, increase or decrease the number of lots or the amount of open space, community facilities, roads, footpaths or other features in the Development Site;
- (vi) use or authorise the use of any land in the Development Site as a display home;
- (vii) change the nature and type of property developed and sold, and the business and activities carried on, within the Development based on matters such as market demand and economic conditions;
- (viii) change, withdraw or apply for further Council and other Authority approvals relating to the Development; or
- (ix) change the Development in any other respect.

The Seller does not make any representations nor give any assurances as at the Contract Date or at the Settlement Date as to:

- (x) the nature and type of property developed and sold, and the business and activities carried on, within the Development Site;
- (xi) the final type, nature and composition of the properties comprised in the Development (including those which may be adjacent to, or in close proximity to, the Property);
- (xii) the nature, shape, design, final location or layout of any infrastructure associated with the Development (including roads, interchanges, overpasses, noise barriers, telecommunication towers and associated equipment, town centre, libraries, bus stations, schools, health facilities, child care facilities, supermarkets, bicycle paths, walking trails, wetlands, parks and open spaces (**Development Infrastructure**));
- (xiii) when (and if) the Development or any Development Infrastructure will be completed, including whether any such Development Infrastructure will be completed before the Settlement Date;
- (xiv) the manner in which the Development will be carried out; and/or
- (xv) the extent of changes that may be required to the Development and/or Development Infrastructure based on matters such as market demand and economic conditions.

- (3) The Buyer is not entitled to lodge any objection against, nor to make any Buyer Claim, including for any damages, loss, nuisance or inconvenience, arising out of any development works carried out before or after Settlement or the matters disclosed in this Special Condition 11.

## **12 Selling and Leasing Activities**

The Buyer acknowledges and agrees that the Seller and any persons authorised by the Seller, may before and after Settlement:

- (1) conduct selling and leasing activities within the Development Site other than from within the Property;
- (2) place and maintain in, on or about the Development Site, other than in or upon the Property, signs in connection with selling and leasing activities; and
- (3) place and maintain in, on and about the Development Site other than the Property, an office and/or other facility for salespersons or other activities associated with the Development.

## **13 No Caveat**

The Buyer must not:

- (1) lodge a caveat on the title to the Land or the Parent Parcel, in respect of any interest of the Buyer arising out of this Contract; or
- (2) register or attempt to register any other dealing or encumbrance on the title to the Land or the Parent Parcel,

prior to Settlement.

## **14 Real Estate Agent Warranty**

The Buyer warrants to the Seller that the Buyer was not introduced to the Seller by a real estate agent other than the agent named in this Contract (if any) and the Buyer indemnifies the Seller in respect of any breach of this warranty.

## **15 Outgoings Adjustments**

- (1) The Buyer is liable for land tax assessed on the Land for the relevant land tax year current at the Settlement Date. If land tax is unpaid at the Settlement Date, the Buyer will accept an undertaking by the Seller (such undertaking is hereby given) that it will pay the land tax when it becomes due and payable.
- (2) For the purposes of this special condition, the relevant assessment for land tax is that effected on 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Parent Parcel (**Land Tax Assessment**).
- (3) If by Settlement a separate assessment for Outgoings in respect of the Land has issued, then the Outgoings will be adjusted on the basis that the Buyer is responsible for them from the day after Settlement. Outgoings will be adjusted on a paid basis and if required by the Seller, the Buyer will accept an undertaking by the Seller (such undertaking is hereby given) that the Seller will pay the Outgoings when they become due and payable. The Buyer acknowledges that there will be no subsequent readjustment of Outgoings following Settlement.
- (4) If by Settlement a separate assessment for Outgoings in respect of the Land has not issued, then:
  - (i) the parties will adjust the Rates on a paid basis on an agreed value of **\$300.00 per quarter** for Council rates and if rateable **\$250.00 per quarter** for water and sewerage rates;

- (ii) if required by the Seller, the Buyer will accept an undertaking by the Seller (such undertaking is hereby given) that the Seller will pay the Rates when they become due and payable;
  - (iii) land tax will be adjusted based on the proportional land tax stated in the Land Tax Assessment and between the Buyer and the Seller on the basis that the amount to be apportioned between them is the proportion of the proportional land tax equal to the proportion which the surface area of the Property bears to the surface area of the Land that is subject to the Land Tax Assessment;
  - (iv) the Buyer acknowledges that there will be no subsequent re-adjustment of Outgoings on the actual amount assessed or paid; and
  - (v) the payment of any Outgoings assessed on the Property in relation to a period after Settlement is the responsibility of the Buyer.
- (5) The Buyer will not be entitled to make a Buyer Claim, and (apart from the adjustments referred to in this Special Condition 15) nor will the Buyer be entitled to require either a retention of or deduction from the Purchase Price, in respect of the payment of any Outgoings.
- (6) The Buyer is responsible for the cost of the first four Bank cheques payable at Settlement. The cost of any additional Bank cheque is the responsibility of the Seller.

#### **16 Guarantee of Corporate Buyer**

- (1) If the Buyer is a company (other than a company listed on an Australian Stock Exchange) the Buyer must deliver to the Seller by the Contract Date, a guarantee of the Buyer's obligations under this Contract by the Guarantor unless otherwise agreed to by the Seller. The guarantee must be in the form attached to this Contract as **Annexure D** and for the purposes of this Special Condition such attachment must be executed by the Guarantors.
- (2) If the Buyer fails to deliver a guarantee as required under Special Condition 16(1), the Seller can terminate this Contract at any time up to the earlier of:
- (i) the date on which the Buyer provides a guarantee required by Special Condition 16(1); and
  - (ii) Settlement.

#### **17 Buyer as Trustee**

If the Buyer enters into this Contract as trustee of any trust (the **Trust**), then the Buyer:

- (a) discloses that it enters into this Contract as trustee of the Trust;
- (b) warrants to the Seller that:
  - (i) the Trust is created validly and is in existence;
  - (ii) the Buyer is the sole trustee of the Trust and has been appointed validly;
  - (iii) the Buyer has full and free power to enter into this Contract and to perform all the obligations imposed upon it under this Contract; and
  - (iv) this Contract has been duly authorised, executed and delivered by the Buyer and constitutes and shall constitute a valid legal and binding instrument and that if any consent or approval is required for the Buyer to enter into this Contract or the performance by the Buyer of its obligations under this Contract, it has been obtained;
- (c) acknowledges that:
  - (i) the Buyer accepts and undertakes personal liability under this Contract;

- (ii) the Buyer must not before the satisfaction of all liability under this Contract, personally and/or by the Trust exercise in its own favour any right of indemnity, lien or charge to which it may be entitled under or in respect of the assets of the Trust; and
- (iii) if any of the assets of the Trust are at any time in the hands of the Buyer free of their trust character by virtue of the exercise or purported exercise of any such right of indemnity, lien or charge, the Buyer must hold those assets on behalf of the Seller to the extent to which any liability under this Contract has not been satisfied; and
- (d) agrees with the Seller that if at any time before satisfaction of any liability under this Contract:
  - (i) the Buyer ceases for any reason to be the sole trustee of the Trust, the Buyer must procure any new or additional trustee of the Trust to execute in favour of the Seller such covenants relating to this Contract as the Seller may reasonably require, including covenants in like terms to those contained in this Special Condition 17; and
  - (ii) it will notify the Seller promptly in writing if the Trust is determined or for any reason ceases to exist.

## 18 Security Interests under the PPSA

The Buyer acknowledges and agrees that:

- (1) the Seller does not have an obligation to provide the Property free from any Security Interest;
- (2) the Seller is not obliged to provide or procure a letter, deed poll or financing charge statement (as that term is defined in the *Personal Property Securities Act 2009* (Cth)) confirming the release of the Property or the Seller (or any entity related to the Seller) from a Security Interest at Settlement; and
- (3) the Seller may require Settlement without providing a release of any Security Interest that affects the Property or the Seller (or any entity related to the Seller).

## 19 No Nominee or Agency

- (1) The Buyer warrants that it is purchasing the Land on its own behalf as principal and not as an agent for a third party.
- (2) General Condition 18 is deleted and replaced with:
 

"The Buyer may, **with the consent of the Seller**, nominate a substitute or additional transferee for the Property. The Seller will not unreasonably withhold its consent to a nomination provided that the Buyer:

  - (i) Serves the correctly executed and dated nomination form (attached as **Annexure E**) on the Seller at least **14 days** before the Settlement Date (including providing the nominee's address and contact details in the nomination form);
  - (ii) Is not and has not been in default under this Contract; and
  - (iii) The Buyer satisfies the Seller that the nominee is either the:
    - (A) Parent;
    - (B) Sibling; or
    - (C) Spouse
 of the buyer, or the nominee is a registered company; and



- (iv) Delivers to the Seller:
- (A) the executed and dated nomination form as set out in general condition 18(i);
  - (B) in a case where the nominee purchaser is or includes a company which is not listed on the official list of Australian Stock Exchange Limited (ACN 008 624 691), a guarantee and indemnity executed by the directors of the nominee purchaser in the form of the guarantee in **Annexure D**, except for any changes necessary due to the nomination, guaranteeing the obligations of the Buyer and the nominee purchaser;
  - (C) a written acknowledgment from each existing Guarantor that the nomination of the nominee does not vitiate the Guarantor's obligations;
  - (D) a statement signed by the Buyer and the nominee purchaser that the *Foreign Acquisitions and Takeovers Act 1975* (Cth) does not apply to the nominee's acquisition of an interest in the Property; and
  - (E) a cheque payable by the nominee to the Vendor's Solicitor for \$320 plus GST, being their costs for advising the Vendor on compliance with this General Condition 18.

Despite any nomination, the named Buyer in the Particulars remains personally liable to the Seller for the due performance of the obligations of the Buyer under this Contract."

## **20 Foreign Investment Review Board**

- (1) The Buyer warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the Buyer or to this purchase.
- (2) The Buyer indemnifies the Seller against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Seller suffers as a result of a breach of the warranty contained in Special Condition 20(1).

## **21 Privacy Act**

- (1) The Buyer consents to:
  - (i) the collection of Personal Information;
  - (ii) the use and disclosure by the Seller of Personal Information for the purposes of enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract, including any obligations to any third parties, such as the financiers of the Seller;
  - (iii) the disclosure to, and use by, third party contractors and service providers engaged by the Seller of the Personal Information for the purpose of:
    - (A) enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract;
    - (B) procuring the provision to the Buyer of products and services contemplated by this Contract; and
    - (C) the use and disclosure by the Seller of Personal Information for the purposes of enabling the Seller to enforce its rights under this Contract, for disclosure to and use by owners of land adjoining the Property to assist such adjoining owners to comply with their obligations for development, fencing or other work that such adjoining owners may require to undertake; and
  - (iv) the disclosure, and use, of Personal Information in other circumstances where the Seller or any related entity is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

- (2) The Buyer acknowledges that:
  - (i) the Personal Information is held by the Seller subject to the requirements of the Privacy Act and accordingly the Buyer may request access to Personal Information at any time; and
  - (ii) the Buyer may request that Personal Information be corrected and should do so by contacting the Seller's privacy officer.

## **22 Design Guidelines and Construction of House**

### **22.1 Buyer's acknowledgements and agreement**

- (1) The Buyer acknowledges and agrees:
  - (i) that the Property forms part of the Development Site which may be a large or multi-staged residential development;
  - (ii) the sale of the Property is subject to any restrictions and requirements contained in the Design Guidelines;
  - (iii) it has read the Design Guidelines and agrees to be bound by them (including any changes to the Design Guidelines) as if they were set out in this Contract in full;
  - (iv) the Design Guidelines may affect the location, method of construction and design of any dwelling and other improvements on the Land and that, prior to the Contract Date, the Buyer has satisfied itself in all respects about any such affectation;
  - (v) that it will not subdivide the Land without the Seller's prior written consent;
  - (vi) it must not erect a sign on the Land advertising the Land for sale at any time before the completion of the construction of the House on the Land; and
  - (vii) that the Seller may, in its absolute discretion, vary, relax, waive or choose not to enforce any of the requirements under the Design Guidelines in relation to any land in the Development Site.
- (2) The Buyer acknowledges the Seller's rights under this Special Condition 22.1 and must not make any Buyer Claim in respect of any matter referred to in this Special Condition 22.1.

### **22.2 Construction of a House**

The Buyer must, in constructing the House:

- (1) comply with all conditions and requirements imposed by the Council and any other relevant Authority; and
- (2) construct the House in accordance with the Design Guidelines.

### **22.3 Buyer's on-sale**

- (i) The Buyer must not sell, transfer or otherwise dispose of the Land without first delivering to the Seller a deed which has been signed by the buyer or transferee in favour of the Seller and under which that buyer or transferee agrees to comply with the Design Guidelines and any of the Buyer's obligations under this Special Condition 22 that have not been fulfilled as at the date of the sale, transfer or disposal of the Land.

### **22.4 No liability**

The Buyer acknowledges that the Seller's (or any committee or approving entity constituted under the Design Guidelines) receipt or review of, comment or failure to comment upon, or approval or refusal of approval to any part of the design, location or construction methodology of a dwelling or other facilities on the Land will not:

- (1) alter the Buyer's responsibility for:
  - (i) compliance with the Design Guidelines and this Contract;
  - (ii) any errors or omissions in the design or construction methodology; or
  - (iii) any failure of the design documentation or works on the Land to comply with the requirements of the Design Guidelines and this Contract; or
- (2) entitle the Buyer to any Buyer Claim against the Seller.

## **22.5 Buyer's breach**

The Buyer agrees that if the Buyer breaches the Buyer's obligations under this Special Condition 22:

- (1) damages or compensation may be an inadequate remedy to the Seller;
- (2) the Seller is entitled to seek injunctive relief against the Buyer; and
- (3) the Buyer must pay on demand the Seller's costs (including legal costs on a full indemnity basis) if the Seller:
  - (i) takes any action against the Buyer; or
  - (ii) is subject to a claim, action, demand or proceeding brought by a third party, in any way relating to the Buyer's breach of its obligations under this Special Condition 22 or the Buyer's failure to comply with the Design Guidelines.

## **22.6** This Special Condition 22 does not merge on the Settlement Date

## **23 Stamp Duty and Registration Fees**

The Buyer must pay, and indemnifies the Seller against:

- (1) all stamp duty on this Contract and on any transaction, guarantee, deed or other document contemplated by this Contract; and
- (2) any registration fees relating to the transfer of the Property to the Buyer.

## **24 GST**

- (1) In this Contract:
  - (i) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
  - (ii) **GST Law** has the meaning given to that expression in the GST Act;
  - (iii) terms defined in the GST Law have the same meaning in this Contract, unless the context requires otherwise; and
  - (iv) any clauses in the Standard Form which apply to the treatment of GST on the purchase of the Property are deleted from this Contract.
- (2) The Purchase Price in this Contract is inclusive of GST.
- (3) The parties agree that the margin scheme will apply in working out the amount of GST on the supply of the Property, despite any indication of GST treatment to the contrary elsewhere in this Contract.
- (4) The Buyer acknowledges that, as a result of the margin scheme applying to the supply of the Property, the Buyer is not entitled to receive from the Seller a tax invoice, and is not entitled to an input tax credit for GST paid, in respect of the Buyer's acquisition of the Property.
- (5) The Buyer acknowledges that, unless expressly identified as including GST, the consideration for any supply under or in connection with this Contract (other than the supply of the Property) does not include GST.

- (6) Accordingly the parties agree that:
- (i) if GST is payable on a supply made under or in connection with this Contract (other than the supply of the Property), the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable on that supply (**GST Amount**);
  - (ii) subject to the prior receipt of a tax invoice (other than in respect of the supply of the Property where the margin scheme applies), the GST Amount is payable at the same time that the other consideration for the supply is provided;
  - (iii) if a tax invoice is not received prior to the provision of that other consideration, the GST Amount is payable within **7 days** after the receipt of a tax invoice;
  - (iv) where any indemnity, reimbursement or similar payment under this Contract is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability; and
  - (v) if an adjustment event occurs in relation to a supply under or in connection with this Contract, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

## **25 Assignment, Novation and Granting of Security**

- (1) The Seller discloses and the Buyer is aware that the Seller may assign or novate the Seller's interest in this Contract to a successor in title to the Land, the Development Site or any other land containing the Land. The Buyer cannot make any Buyer Claim in connection with the assignment or novation.
- (2) The Buyer must, if requested to do so by the Seller, promptly enter into a deed with the Seller and the Seller's successor in title on terms reasonably required by the Seller to give effect to the assignment or novation referred to in Special Condition 25(1). The Buyer acknowledges and agrees that such deed may include a release of the Seller from the Seller's obligations under this Contract.
- (3) The Seller discloses and the Buyer is aware that the Seller has granted or may grant a mortgage, charge or other security over the Seller's interest in:
  - (i) the Land;
  - (ii) the Development Site;
  - (iii) this Contract;
  - (iv) the Deposit paid under this Contract; and/or
  - (v) some or all of the above,and, if the Seller has done or does do so, the Buyer cannot make any Buyer Claim.
- (4) The Buyer cannot make any Buyer Claim if in connection with the Development Site or the Seller (or both), a person holding a mortgage over the Development Site or security from the Seller becomes a mortgagee in possession or appoints an administrator, receiver, receiver and manager, agent, controller or similar functionary.

## **26 Severance**

- (1) Any provision of, or the application of any provision of, this Contract which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (2) Any provision of, or the application of any provision of, this Contract which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability

of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

## **27 Miscellaneous**

In addition to the provisions contained elsewhere in this Contract, service of any document under or relating to this Contract is deemed served on a party if the document is sent by facsimile transmission and in such case such document shall be deemed to have been received when the transmission has been completed, except where:

- (1) the sender's facsimile machine indicates a malfunction in transmission or the recipient notifies the sender of an incomplete transmission within 2 hours after the transmission, in which case service is regarded as not having taken place; or
- (2) the transmission is not completed before 5.00 p.m. (addressee's time) on a Business Day, in which case service shall be deemed to have been taken place on the next Business Day and in such case service is regarded as having taken place at 9.00am on the next Business Day.

## **28 Victoria – Amendments to Standard Form**

For all purposes of this Contract, the terms of the Standard Form are amended as follows:

- (1) General Condition 1.1 is deleted and replaced with a new General Condition 1.1 on the following terms:

"The Buyer buys the Property subject to:

  - (1) the Title Encumbrances;
  - (2) any reservation, exceptions and conditions (if any) in the crown grant;
  - (3) any lease referred to in the Particulars;
  - (4) the provisions of any agreement which the Seller may be required to enter into with any Authority in relation to the Plan including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987* (Vic);
  - (5) the requirements of any planning permit or approval affecting the Property; and
  - (6) the Additional Restrictions."
- (2) The warranty described in General Condition 2.1 applies to the form of the Standard Form prior to the deletions and amendments included in this Special Condition 28 and as otherwise set out in this Contract.
- (3) General Condition 2.3(a) is deleted and replaced with a new General Condition 2.3(a) on the following terms:

"will at Settlement be the holder of an unencumbered estate in fee simple in the Property, subject to those encumbrances and interests described in General Condition 1.1 and otherwise disclosed in the Special Conditions; and"
- (4) General Condition 7 is deleted.
- (5) General Condition 10.1(b)(i) is deleted and a new General Condition 10.1(b)(i) is inserted on the following terms:

"do all things necessary that are reasonably the responsibility of the Seller to enable the Buyer to become the registered proprietor of the Property; and"
- (6) General Condition 11.6 is deleted and replaced with:

"Without limiting any other rights of the Seller, if the Buyer fails to settle on the Settlement Date or requests an extension to the Settlement Date, the Buyer must pay to the Seller's Solicitor an amount of up to \$500 plus GST representing the Seller's additional legal costs and disbursements."

- (7) General Condition 13 is deleted.
- (8) General Condition 15 is deleted.
- (9) General Condition 20 is deleted.
- (10) General Condition 21 does not apply to a notice, order, demand or levy which reasonably applies to the Seller's obligation to Register the Plan.
- (11) General Conditions 24.4, 24.5 and 24.6 are deleted.

## **29 Works Affecting Natural Surface Level of the Land**

- (1) In this Special Condition 29:
  - (i) **Plan of Surface Level Works** means any engineering plans for the Plan provided by the Seller and any further plans given by the Seller to the Buyer in relation to the Relevant Provision from time to time, all of which form part of the Disclosure Material.
  - (ii) **Relevant Provision** means section 9AB of the *Sale of Land Act* 1962 (Vic).
- (2) The information required to be provided to the Buyer by the Relevant Provision and known to the Seller, is shown on the Plan of Surface Level Works. The Plan of Surface Level Works is expressly provided for the purpose of complying with the Relevant Provision.
- (3) The Seller makes no representation that:
  - (i) the Property is either filled or not filled (except as intended in accordance with the Plan of Surface Level Works) in whole or in part and the Buyer should make its own enquiries with respect to the Property; and
  - (ii) any other works shown on the Plan of Surface Level Works will be constructed as shown.
- (4) The Seller reserves the right to alter any works shown on the Plan of Surface Level Works which the Seller considers is desirable or which is required to satisfy the requirements of an Authority. The Buyer may not make any Buyer Claim for any matter concerning the Plan of Surface Level Works or under the Relevant Provision.
- (5) The Buyer acknowledges and agrees that the Seller does not make any representation as to:
  - (i) the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Seller at any time); or
  - (ii) the physical and/or geotechnical characteristics of the Property,and the Buyer must rely on its own enquires and investigations in respect of such fill classification.

## **30 Seller's Undertaking**

- (1) For the purposes of this Special Condition 30, **Accepted on Maintenance** means Council has accepted the works bonded by the Seller.
- (2) The Buyer acknowledges that works relating to the construction of the Property may not be complete at Settlement and have been bonded so as to enable the early approval of the Plan by Council. The Buyer agrees not to require the Council (or any private certifier) to give the Buyer a development permit for building work in respect of the Property until the works are completed and Council has Accepted on Maintenance the works relating to the Property.
- (3) The Buyer is not entitled to make any Buyer Claim because of any matter referred to in this Special Condition 30.

### 31 Seller as Trustee

- (1) In this special condition 31, **Trust** means Diggers Rest Trust C.
- (2) The Seller enters into this contract solely in its capacity as trustee of the Trust and in no other capacity.
- (3) A liability arising under or in connection with this Contract can be enforced against the Seller only to the extent to which it can be satisfied out of the property of the Trust out of which the Seller is actually indemnified for the liability.
- (4) The limitation of the Seller's liability contained in this Special Condition 31 applies notwithstanding any other provisions of this Contract and extends to all liabilities and obligations of the Seller in connection with this Contract.
- (5) The Buyer may not sue the Seller in any capacity other than as trustee of the Trust, including seeking the appointment to the Seller of a receiver (except in relation to the property of the Trust), a liquidator, administrator or any other similar person.
- (6) The provisions of this Special Condition 31 will not apply to any liability or obligation of the Seller to the extent there is a reduction in the extent of its indemnification out of the assets of the Trust as a result of the operation of the law or the application of any provision of the Trust's constitution or to the extent the liability arises out of the Seller's own fraud, gross negligence or breach of trust or breach of duty.

### 32 Exclusion from Promotions

- (1) For the purposes of this Special Condition 32, **Promotional Offer** means any package, voucher or other offer made available to buyers who proceed with a purchase of a property within the Development.
- (2) The Buyer acknowledges and agrees that at no time was a Promotional Offer made available to the Buyer as a result of the Buyer's purchase or acquisition of the Property or entry into this Contract.
- (3) The Buyer acknowledges and agrees that notwithstanding any Promotional Offer advertised or made available at any time, the Buyer is not entitled to claim or redeem any Promotional Offer.

### 33 Bushfire Prone Area

- (1) The Seller discloses that the Land has been designated by the Victorian Department of Transport, Planning and Local Infrastructure as being within a bushfire prone area.
- (2) The Buyer must carry out a bushfire attack level (**BAL**) rating assessment, prior to undertaking any works, including but not limited to construction and renovation works, on the Land, to determine the type of construction required for any building to be erected on the Land and the Buyer should allow for additional building costs.
- (3) Without limiting any other condition in this contract, the Buyer acknowledges and agrees that:
  - (i) the Buyer may have to comply with building regulations and standards (including Australian Standard 3959-2009) that regulate construction and renovation works on land in a bushfire prone area;
  - (ii) the Buyer must comply with any Additional Restrictions in regards to the BAL standard of the design and construction of the House.
- (4) The Buyer will not make any Buyer Claim due to any matter referred to in this Special Condition 33.

### 34 Electronic Conveyancing

- (1) In this Special Condition:
  - (a) **E-Conveyancing Variations** means variations effected to the General Conditions to allow for an Electronic Settlement to occur;
  - (b) **Election Date** means the date (if any), prior to settlement, on which the Seller elects to effect an Electronic Settlement;
  - (c) **Electronic Settlement** means settlement of a conveyancing transaction by the use of an Electronic Lodgement Network within the meaning of the ECNL operated by an ELNO;
  - (d) **ECNL** means the Electronic Conveyancing National Law Victoria;
  - (e) **ELNO** means Electronic Lodgement Network Operator within the meaning of the ECNL;
  - (f) **Settlement Parties** means the Seller, Buyer, their respective financiers (if any) and any other parties that are required to be a party to the ELN to effect settlement.
- (2) If, prior to settlement, the Seller elects to effect an Electronic Settlement the Buyer agrees to act in good faith to do all things necessary to give effect to an Electronic Settlement including:
  - (i) subject to Special Condition 34(3), making any necessary variations to this Contract to effect an Electronic Settlement;
  - (ii) signing all necessary documents and compelling the Settlement Parties to do so;
  - (iii) reimbursing the Seller at settlement any fee charged by the ELNO to effect an Electronic Settlement; and
  - (iv) complying with any requirements of the ECNL and an ELNO and compelling the Settlement Parties to do so.
- (3) If an Election Date occurs the Seller and Buyer agree that the variations required to this Contract as contemplated by Special Condition 34(2)(i) will be:
  - (i) the E-Conveyancing Variations in their proposed form as at the Election Date; and
  - (ii) any further variations required by the Seller (acting reasonably) to effect an Electronic Settlement.

### 35 GST Withholding

- (a) If the Seller gives the Buyer a GST Withholding Notice specifying that the Buyer is required to make a payment on account of GST to the Commissioner, then the Buyer must pay the GST Withholding Amount from the balance of the price payable to the Seller on Settlement in accordance with this Special Condition.
- (b) The Seller must give the GST Withholding Notice to the Buyer at least 12 business days before Settlement.
- (c) If **Special Condition 35(a)** applies then at least 10 business days before Settlement the Buyer must provide to the Seller:
  - (i) evidence of having lodged a GST Property Settlement Withholding Notification Form with the Commissioner; and
  - (ii) the Buyer's payment reference number and lodgement reference number.



- (d) Subject to **Special Condition 35(e)**, the GST Withholding Amount must be paid by bank cheque as follows:
  - (i) the Buyer must at Settlement, give the Seller a bank cheque drawn in favour of the Commissioner for the GST Withholding Amount;
  - (ii) the bank cheque given to the Seller by the Buyer pursuant to **Special Condition 35(d)** must not be post-dated, stale or dishonoured on presentation; and
  - (iii) the Seller undertakes to give the bank cheque to the Commissioner, together with the reference details provided by the Buyer under **Special Condition 35(c)**.
- (e) **Special Condition 35(d)** does not apply where Settlement occurs electronically through Property Exchange Australia or other similar online conveyancing facility and the GST Withholding Amount is paid to the Commissioner through that facility.
- (f) If payment of the GST Withholding Amount does not occur in accordance with either of **Special Conditions 35(d) or 35(e)** then the Seller may delay Settlement until the next business day after the day on which:
  - (i) payment of the GST Withholding Amount has occurred; or
  - (ii) the Seller receives the entire purchase price.
- (g) The Buyer must lodge the GST Property Settlement Date Confirmation Form with the Commissioner on or before the Settlement date and provide evidence of having lodged the form to the Seller at Settlement.
- (h) If the Buyer cannot provide evidence to the Seller at Settlement of having lodged the GST Property Settlement Date Confirmation Form, then in addition to any damages under **Special Condition 35(i)**, the Buyer must give to the Seller at Settlement a written declaration that:
  - (i) confirms that the details provided under **Special Condition 35(c)** are true and correct; and
  - (ii) authorises the Seller and the Seller's solicitor to complete and lodge, on behalf of the Buyer, the GST Property Settlement Date Confirmation Form.
- (i) The Buyer indemnifies the Seller, against all loss that may be incurred by the Seller arising from or in connection with a breach by the Buyer of this **Special Condition 35**.
- (j) In this **Special Condition 35**, terms have the following meaning:

**Commissioner** means the Commissioner of Taxation.

**TA Act** means the *Taxation Administration Act 1953* (Cth).

**GST Withholding Amount** means the amount that the Buyer is required to withhold on account of GST from the price and pay to the Commissioner as notified by the Seller in the GST Withholding Notice.

**GST Withholding Notice** means notification required under section 14-255 of Schedule 1 to the TA Act to be made on or before the making of the supply which states whether or not the Buyer is required to make a payment on account of GST to the Commissioner and, if so, the amount of the payment.

**GST Property Settlement Date Confirmation Form** means the form that the Buyer must lodge with the Commissioner to confirm Settlement has occurred having previously lodged the Buyer Withholding Notification Form.

**GST Property Settlement Withholding Notification Form** means the notification that the Buyer is required to make in the approved form under section 16-150(2) of Schedule 1 to the TA Act.

### **36 Fencing Works**

- (1) In this Special Condition 36, **Fencing Works** means the fencing works to be carried out in accordance with the Design Guidelines.
- (2) The Buyer acknowledges and agrees that:
  - (i) the Seller may undertake the Fencing Works on the Land prior to the Settlement Date;
  - (ii) if the Seller undertakes the Fencing Works, the Buyer must reimburse the Seller for fifty per cent of the costs of the Fencing Works by way of an adjustment in the Seller's favour at settlement; and
  - (iii) If, before the Settlement Date, the Seller receives one or more fencing notices from the owners of land adjoining the Land:
    - (A) the Seller and the Buyer will each be liable for half of the cost set out in each of the fencing notices; and
    - (B) the Buyer will pay to the Seller on the Settlement Date half of the cost set out in each of the fencing notices by way of reimbursement for the contribution which the Seller will be required to make under the fencing notices.
- (3) If the Seller does not complete the Fencing Works before the Settlement Date:
  - (i) the Buyer must undertake the Fencing Works on the Land;
  - (ii) the Buyer indemnifies the Seller from any claims resulting from the Fencing Works; and
  - (iii) except as otherwise provided in this Contract, the Buyer agrees with the Seller that the Buyer will not make any claim against the Seller for any contribution to the cost of undertaking the Fencing Works or any other types of fencing on any other part of the Land pursuant to the provisions of the Fences Act 1968, including any sums for liabilities which the Seller may (whether or not it is aware of any) have incurred with any adjoining owners.
- (4) The Buyer acknowledges that it buys the Land subject to this Special Condition 36 and will not make any requisition, objection or exercise the Buyer's Rights in respect of any matter referred to in this Special Condition.

### **37 Rainwater tanks**

The Buyer acknowledges and agrees that:

- (1) an Authority will require a rainwater tank to be installed at the Land as part of the construction of a House on the Land after the Settlement Date;
- (2) the following tank sizes will be required:
  - (i) Land smaller than 300m<sup>2</sup> is not required to have a rainwater tank;
  - (ii) Land between 300m<sup>2</sup> – 399m<sup>2</sup> must have a 1,000L tank;
  - (iii) Land between 400m<sup>2</sup> – 499m<sup>2</sup> must have a 2,000L tank; and
  - (iv) Land larger than 500m<sup>2</sup> must have a 3,000L tank;

- (3) the Purchaser must comply with any guidelines, requirements or recommendations issued by any Authority in respect of use of the rainwater tank and any other item arising from any water management strategy; and
- (4) the Design Guidelines will be amended to include the requirements of this special condition 37.

### **38 Electronic Exchange**

- (1) This special condition applies if this Contract was "electronically exchanged".
- (2) The Seller and Buyer acknowledge and agree that this Contract has been entered into using electronic means.
- (3) The Buyer acknowledges and agrees that it received and reviewed an entire copy of the vendor's statement (duly signed by the Seller in accordance with the Sale of Land Act 1962) and this Contract prior to applying its electronic signature and agrees to be bound by its terms and conditions.
- (4) The parties acknowledge and agree that the execution of this Contract has been effected as follows:
  - (i) first, the Buyer has signed the vendor's statement and then this Contract by way of an electronic signature;
  - (ii) second, the Seller has signed this Contract by way of an electronic signature; and
  - (iii) lastly, the Contract is exchanged by email or other electronic means and a copy of the Contract (as electronically signed by the Seller and Buyer) has been provided to the parties along with notification of the day of sale.
- (5) If, at any time, as a result of this Contract being entered into using electronic means either:
  - (i) the Contract or any of its terms and conditions are invalid or unenforceable or the Buyer is not bound by them; or
  - (ii) the Seller reasonably believes it will be unable to obtain finance for the Development;

1.1.1 the Buyer must do all things necessary to execute two printed copies of the Contract and vendor's statement (in the same form and with the same day of sale as this Contract) and provide them to the Seller's solicitors.
- (6) If the Buyer fails to comply with special condition 38(5), the Buyer appoints the Seller's solicitors as its attorney to execute two printed copies of the Contract on the Buyer's behalf.
- (7) The Buyer must not make any requisitions or objection or make a Buyer Claim in relation to any matter referred to in this special condition 38.

### **39 Introduction Fee**

- (a) The Buyer acknowledges and agrees that the Seller may:
  - (i) enter into service or referral agreements or arrangements with third parties (including without limitation with any building practitioners) that relate to the Property; and/or
  - (ii) pay a fee or incentive to, or receive a fee or incentive from, third parties (including building practitioners), under any such service or referral agreements or any other arrangements.

The Buyer is not entitled to make any Buyer Claim because of any matter referred to in this special condition 39.

## **Annexure B – Disclosure Material**

**VENDOR'S STATEMENT  
under  
Section 32  
of the Sale of Land Act 1962**

**Stage 31**

**Bloomdale  
Diggers Rest**

**PS821128U**

# 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 [consumer.vic.gov.au/duediligencechecklist](https://consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

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

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

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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



**VENDOR'S STATEMENT  
under  
Section 32  
of the Sale of Land Act 1962**

**Stage 31**

**Bloomdale  
Diggers Rest**

**PS821128U**

# VENDOR'S STATEMENT UNDER SECTION 32 OF THE SALE OF LAND ACT 1962

## 1 DEFINITIONS

---

Words defined or having a meaning described in the Contract have the same meaning in this statement unless the contrary intention appears.

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

**Act** means the Sale of Land Act 1962 and includes any regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it occurring at any time before or after the date of this statement.

**Contract** means a contract of sale for the Property between the Vendor and the Purchaser.

**Plan** means plan of subdivision **PS821128U (unregistered)**.

**Planning Instrument** includes a planning scheme.

**Property** means the Lot on the Plan described in the Contract, Bloomdale Estate, Diggers Rest VIC 3427.

**Settlement** means the event upon which the Purchaser becomes entitled to possession or to receipt of the rents and profits of the Property.

**Vendor** means Avid Property Group Nominees Pty Ltd (ACN 088 212 631)

## 2 FINANCIAL MATTERS

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**32A**

- (a) The Property is not subject to a mortgage (as defined in the Act) which will not be discharged or otherwise removed at Settlement.
- (b) Other than amounts secured by statutory charges referred to in paragraph (c), the Vendor has no knowledge of any registered or unregistered charge over the Property imposed by or under an act to secure an amount due under that act.
- (c) In respect of outgoings:
  - (i) Information concerning any rates, taxes, charges or other similar outgoings affecting the Property is attached.
  - (ii) The total unimproved value of all property owned by the Purchaser will dictate the amount of land tax which may be applicable to the Property.
  - (iii) The Vendor is unaware of any other amounts for which the Purchaser may become liable in consequence of the purchase of the Property.
- (d) The Contract is not a terms contract as defined under the Act.

**3 INSURANCE****32B**

As the Property is vacant land:

- (a) The Vendor does not maintain insurance in respect of damage to or destruction of the Property; and
- (b) There is no insurance under the *Building Act 1993*.

**4 LAND USE****32C**

- (a) Details of any easements, covenants or similar restrictions (other than those (if any) implied or otherwise arising under any law) are described in sections 10 or 11 or documents described in sections 10 or 11 are attached.
- (b) Access to the Property by road is shown on the Plan.
- (c) Details of the planning scheme which affects the Property are attached. The Responsible Authority is Melton City Council. Any planning permits issued in respect of the Property are also attached.
- (d) Pursuant to the Planning Environment Act 1987 and set out in the Diggers Rest Development Contributions Plan (copy of which may be obtained from Melton Council) community infrastructure contributions are to be paid by the home buyer at the time of building approval.
- (e) The Property ~~is~~ **is not** within a designated bushfire area within the meaning of the regulations made under the *Building Act 1993* as described in the documents in section 11 of the Act.

**5 NOTICES****32D**

Other than notices in respect of which adjustments will be made at Settlement as provided under the Contract) or as contained in this statement (including any document attached to this statement or referred to in a document attached to this statement), to the Vendor's knowledge there are no:

- (a) notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposal directly and currently affecting the Property; or
- (b) notices, property management plans, reports or orders in respect of the Property issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the Property for agricultural purposes; or
- (c) notices of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986*.

**6 BUILDING PERMITS****32E**

As the Property is vacant land, there are no building permits issued under the *Building Act 1993* in relation to a building on the Property.

**7 OWNERS CORPORATION****32F**

An Owners Corporation ~~does~~ **does not** affect the Property.

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## 8 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC") 32G

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- (a) The parent title to the Plan is affected by the Works in Kind Agreement (under section 173 of the *Planning and Environment Act 1987*) **AN984413X**. The agreement will be removed from the title to the Property prior to the settlement date.
- (b) The parent title to the Plan is affected by the GAIC recording notice No **AH462111E**. The notice will be removed from the title to the Property prior to the settlement date.
- (c) The Vendor is required to provide the following notice to purchasers:  
  

"You may be liable to pay a growth areas infrastructure contribution when you purchase this Property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution or an approval has been given for staged payment of the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy."

A GAIC certificate is attached. The Vendor will pay any GAIC which is payable in respect of the Property prior to the settlement date.

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## 9 SERVICES 32H

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As the Property is vacant land, the services of electricity supply, gas supply, water supply, sewerage and telephone services are not connected to the Property. However, as part of the construction works for the Plan:

- (a) connecting points for the services of electricity, water, sewerage and drainage are provided to the Property; and
- (b) conduits for the provision of the services of gas and telecommunications are provided within road reservations,

in accordance with any requirements of the relevant authorities.

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## 10 TITLE 32I

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Attached are copies of the following documents:

- (a) Search Statement of Folio of the Register Volume 12086 Folio 668 (parent title);
- (b) Registered Plan of Subdivision PS821100T (parent plan);
- (c) Notice AH462111E (any liability is the Vendor's liability);
- (d) Agreement AN984413X Section 173 Agreement.

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## 11 OTHER DOCUMENTS AND INFORMATION

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Copies of the following documents are attached:

- (a) Engineering Plan;

- (b) Design Guidelines;
- (c) Small Lot Housing Code Plan;
- (d) Planning permit(s);
- (e) Subdivision Masterplan;
- (f) Planning Certificate  
(applicable to the parent title);
- (g) Melton City Council Land Information Certificate  
(applicable to the parent title);
- (h) Western Water Information Statement  
(applicable to the parent title);
- (i) City West Water Information Statement & Certificate  
(applicable to the parent title);
- (j) Vic Roads Certificate  
(applicable to the parent title);
- (k) Land Tax Assessment Notice  
(applicable to the parent title);
- (l) Growth Areas Infrastructure Contribution Certificate  
(applicable to the parent title);
- (m) Victorian Department of Environment, Land, Water and Planning  
Bushfire Prone Area Report; and
- (n) Section 1.7 from the Diggers Rest Development Contributions Plan  
Sheet (Distinction between Community and Development  
Infrastructure – fee paid per dwelling).

## 12 SUBDIVISION

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- (a) Unregistered subdivision

Attached is a copy of the latest version of the proposed plan of subdivision no. PS821128U (Stage 31 Bloomdale – Version 7, which has not yet been certified).



- (b) Further subdivision

Endorsed Subdivision Masterplan;

Copies of plans of subdivisions for future stages of the Development are not yet available.

DATE OF THIS STATEMENT

20

<b>Vendor's Name</b>	Avid Property Group Nominees Pty Ltd ACN 088 212 631 as trustee for the Diggers Rest Trust C	
<b>Vendor's Signature</b>	 ..... As attorney for Avid Property Group Nominees Pty Ltd under power of attorney dated 17/08/2016   ..... As attorney for Avid Property Group Nominees Pty Ltd under power of attorney dated 17/08/2016	Date: 10/7/19       Date: 10/7/19

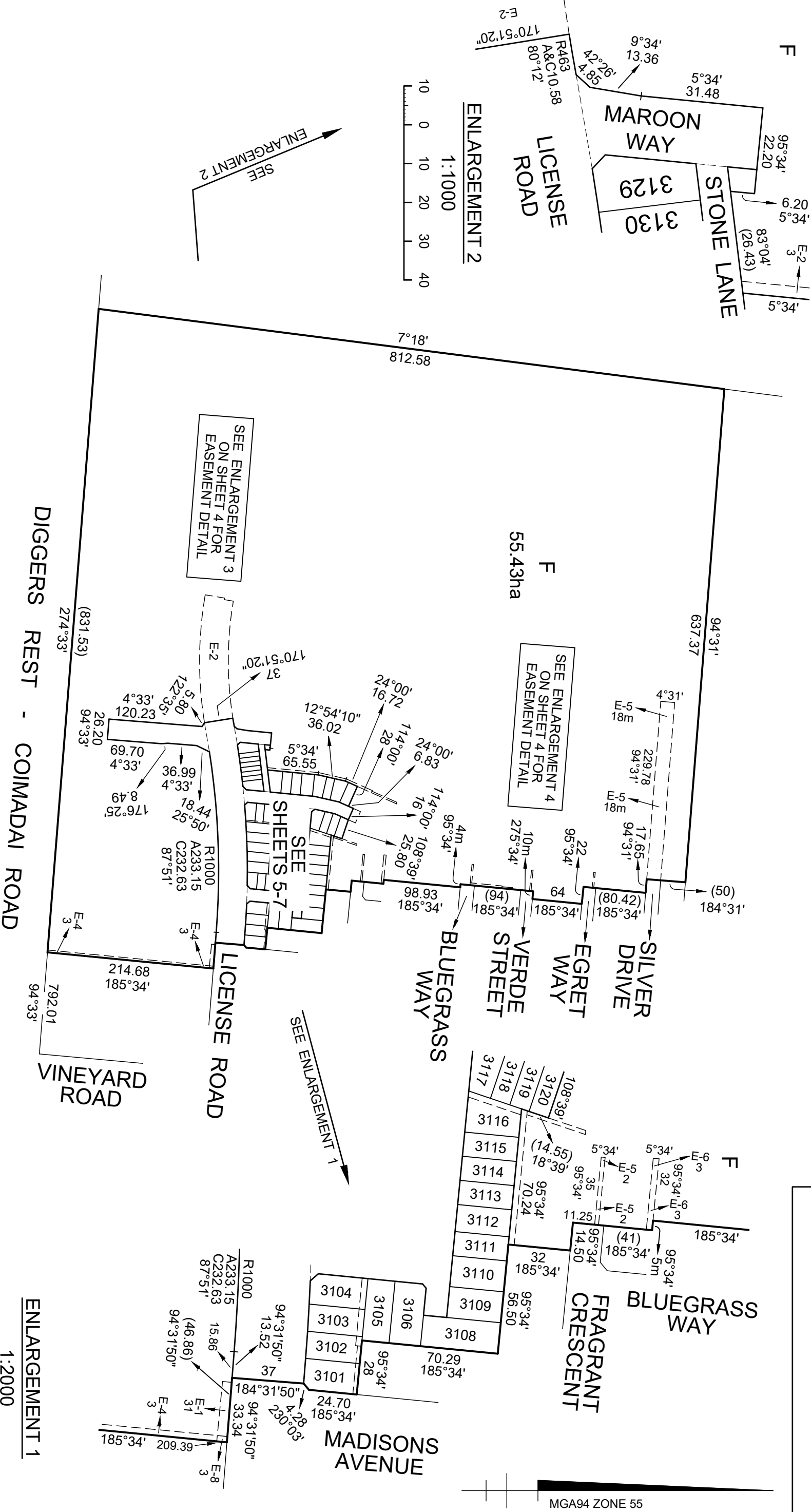
I confirm I have read the full vendors statement attached	print name of person signing	signature	date

PLAN OF SUBDIVISION				EDITION 1		PS821128U	
LOCATION OF LAND				COUNCIL NAME: MELTON CITY COUNCIL			
PARISH: HOLDEN							
TOWNSHIP: .....							
SECTION: 13							
CROWN ALLOTMENT: B (PART)							
CROWN PORTION: .....							
TITLE REFERENCE: Vol. Fol.							
LAST PLAN REFERENCE: Lot D on PS821100T							
POSTAL ADDRESS: Diggers Rest - Coimadai Road							
(at time of subdivision) DIGGERS REST 3427							
MGA 94 CO-ORDINATES: E: 296 840 ZONE: 55							
(of approx centre of land in plan) N: 5833 230							
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		Lots 3101 - 3106 (both inclusive) and 3108 - 3157 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A, B & C on Sheets 8 & 9 of this plan for details  Lot 3107 has been omitted from this plan.			
Road R1		Melton City Council					
Reserve No.1		Melton City Council					
NOTATIONS							
DEPTH LIMITATION: Does Not Apply							
SURVEY: This plan is based on survey.							
STAGING: This is not a staged subdivision.							
BLOOMDALE - Release No. 31				<div>DRAFT</div>			
Area of Release: 4.008ha							
No. of Lots: 56 Lots and Balance Lot F							
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
SEE SHEET 2 FOR EASEMENT DETAILS							
TAYLORS		SURVEYORS FILE REF: Ref. 01112-S31 Ver. 7			ORIGINAL SHEET SIZE: A3	SHEET 1 OF 9	
Urban Development   Built Environments   Infrastructure		Licensed Surveyor:					
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168		RAYMOND LI / Version No 7					
Tel: 61 3 9501 2800   Web: taylorssds.com.au							

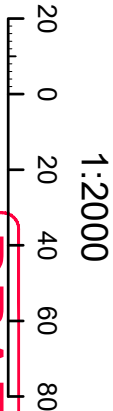
				PS821128U
EASEMENT INFORMATION				
LEGEND:    A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Sewerage	See Diag.	AR744346S	Western Region Water Corporation
E-2	Drainage	See Diagram	This Plan	Melton City Council
	Sewerage			Western Region Water Corporation
E-3	Sewerage	See Diag.	This Plan	Western Region Water Corporation
E-4	Sewerage	See Diag.	PS821100T	Western Region Water Corporation
E-5	Drainage	See Diag.	PS821127W	Melton City Council
E-6	Drainage	See Diagram	PS821127W	Melton City Council
	Sewerage			Western Region Water Corporation
E-7	Sewerage	See Diag.	PS821127W	Western Region Water Corporation
E-8	Sewerage	See Diagram	AR744346S	Western Region Water Corporation
			PS821100T	Western Region Water Corporation
E-9	Drainage	2	This Plan	Melton City Council
<div>DRAFT</div>				



PS821128U



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SCALE	50	0	50	100	150	200	ORIGINAL SHEET SIZE: A3	Ref. 01112-S31 Ver. 7	SHEET 3
1:5000	LENGTHS ARE IN METRES								

Licensed Surveyor:

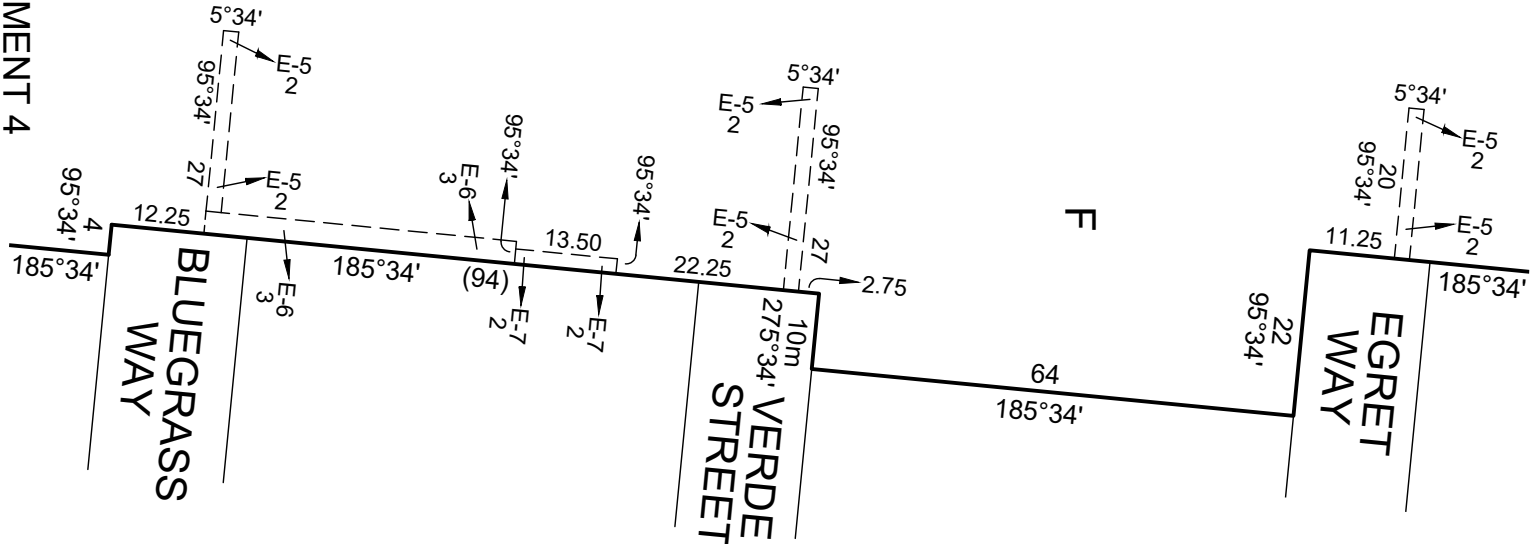
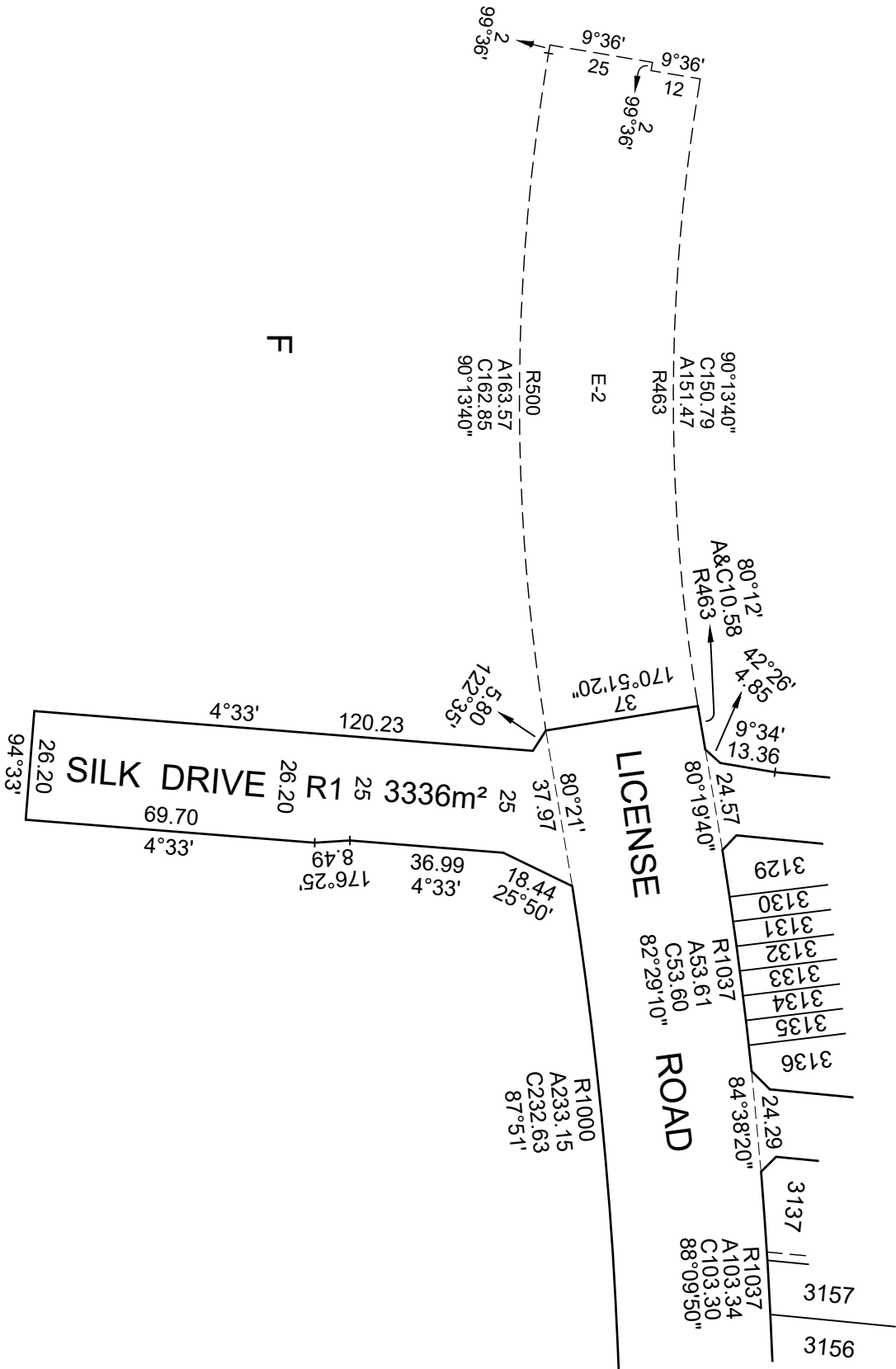
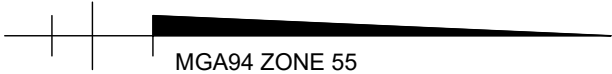
RAYMOND LI / Version No 7

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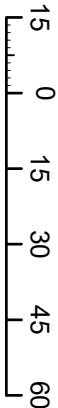
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168

Tel: 61 3 9501 2800 | Web: [taylorsds.com.au](http://taylorsds.com.au)



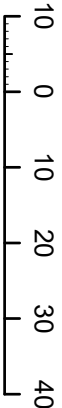
ENLARGEMENT 3

1:1500



ENLARGEMENT 4

1:1000



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SCALE



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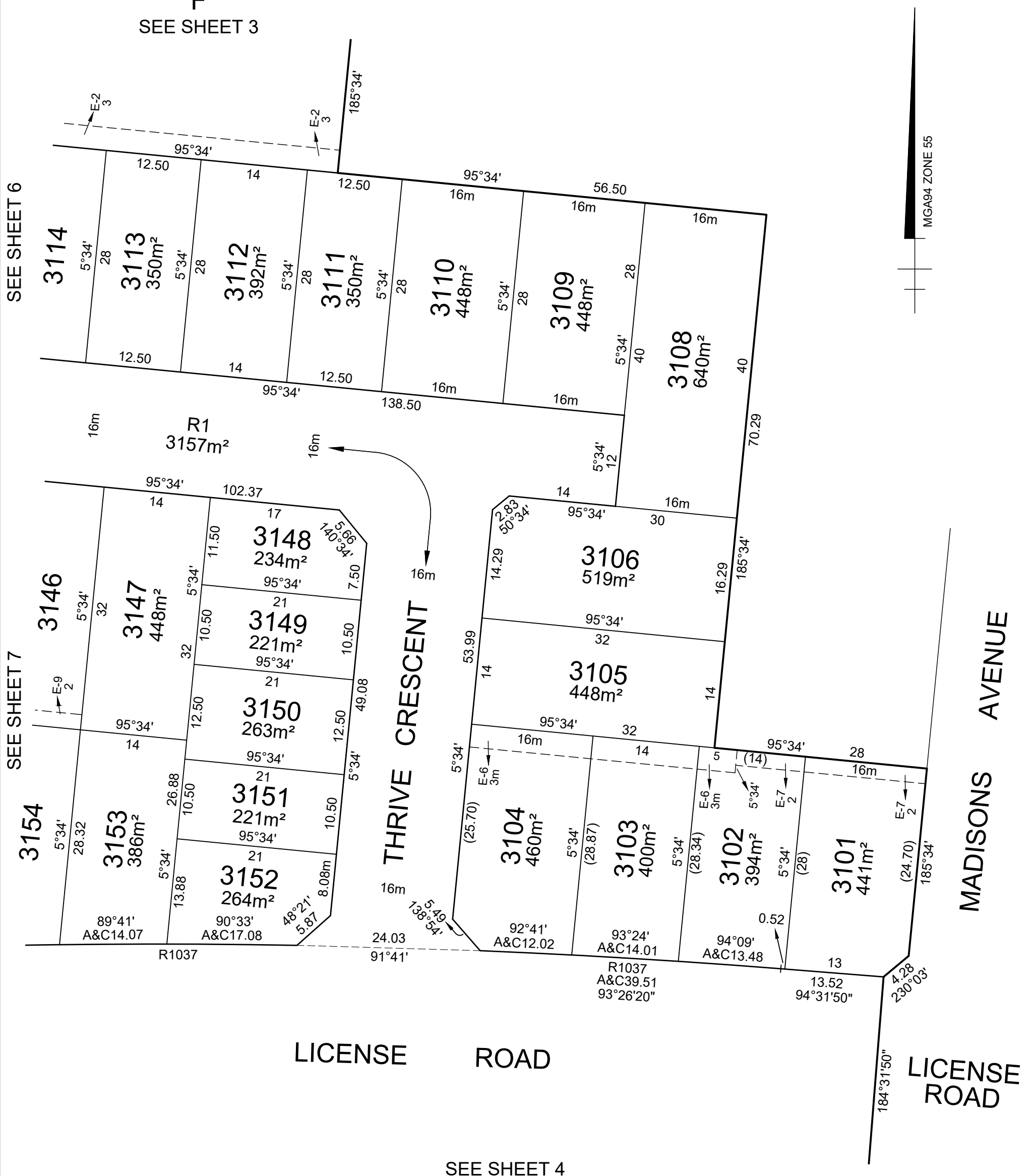
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Ref. 01112-S31  
Ver. 7

SHEET 4

PS821128U

F  
SEE SHEET 3



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**Tel:** 61 3 9501 2800 | **Web:** [taylorstds.com.au](http://taylorstds.com.au)

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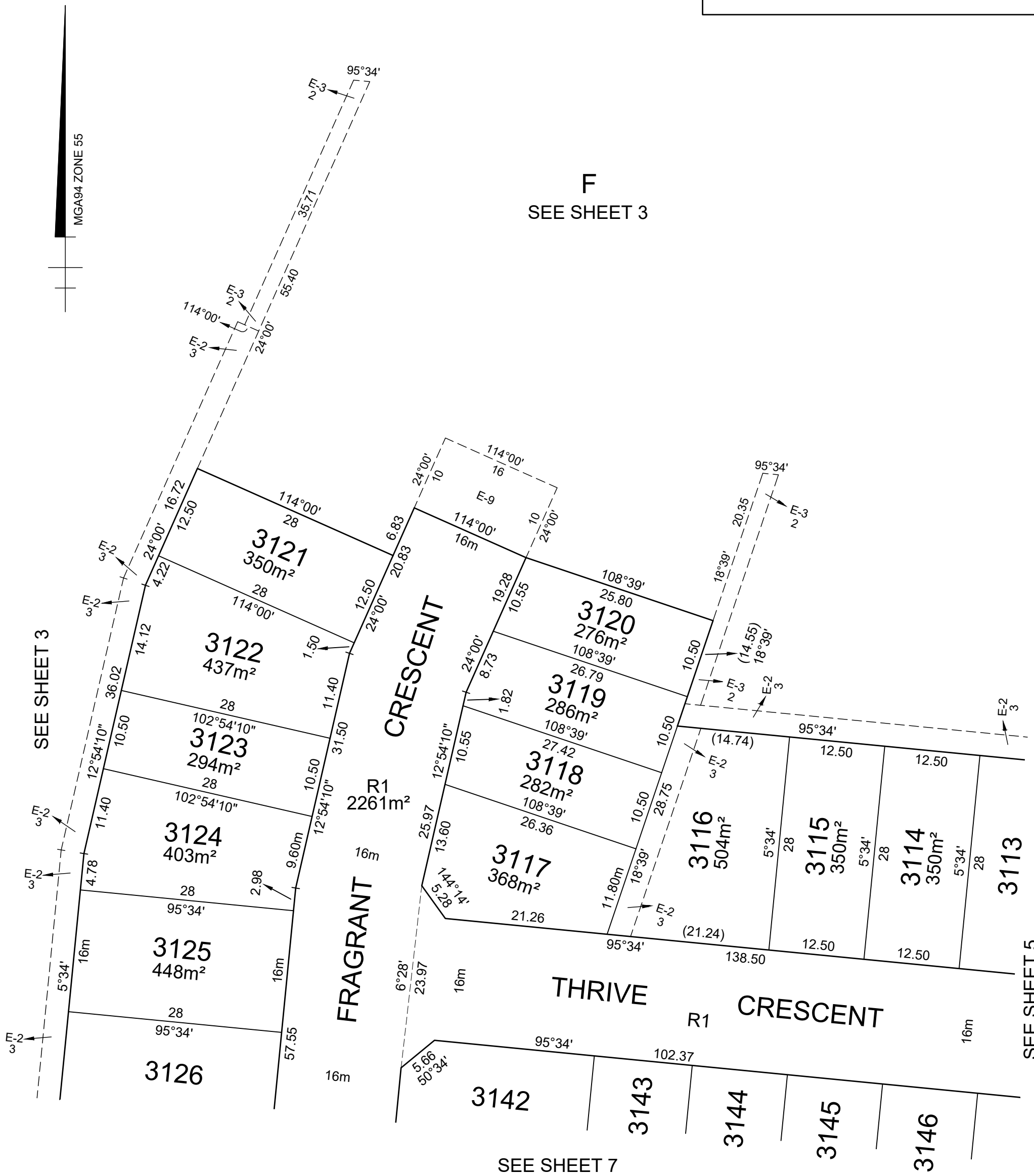
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ORIGINAL SHEET  
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Ref. 01112-S31  
Ver. 7

SHEET 5

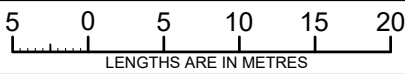


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Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE  
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ORIGINAL SHEET  
SIZE: A3

Ref. 01112-S31  
Ver. 7

SHEET 6



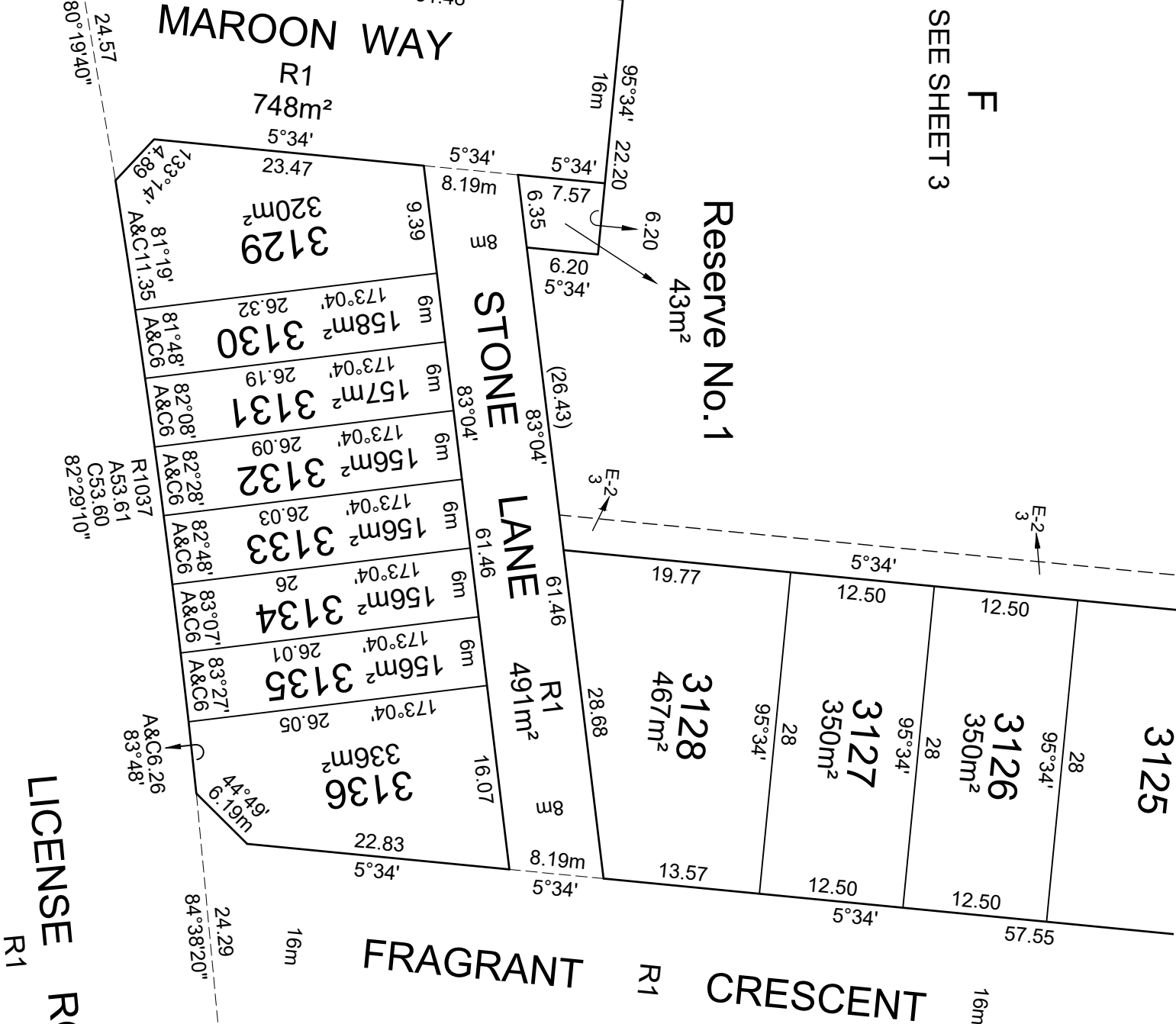
SEE SHEET 6

THRIVE  
R1  
CRESCENT

F  
SEE SHEET 3

MGA94 ZONE 55

Reserve No.1  
43m<sup>2</sup>



SEE SHEET 4

SEE SHEET 5

DRAFT

CREATION OF RESTRICTION A

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 1  
BENEFITED LAND: See Table 1

- RESTRICTION:
- 1. The burdened land cannot be used except in accordance with the provisions recorded in MCP .....
  - 2. Except with the written consent of the Responsible Authority the registered proprietor or proprietors for the time being of Lots 3129 and 3136 on this plan must not construct or allow to be constructed or remain on the lot any building or garage outside the building envelopes shown hatched on Diagram 1 (below) of this plan (excluding allowable projecting building elements that project outside of the building envelopes as contained in Part 5, Regulation 74(3), 79(3) & 79(4) of the Building Regulations 2018).
  - 3. Except with the written consent of the Responsible Authority the registered proprietor or proprietors for the time being of Lots 3129 and 3136 on this plan must not construct any porches, porticos and verandahs less than 3.6m in height which encroach more than 1.0m into the minimum front setback.

Expiry date: 31/12/2025.

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3101	3102
3102	3101, 3103, 3105
3103	3102, 3104, 3105
3104	3103, 3105
3105	3102, 3103, 3104, 3106
3106	3105, 3108
3108	3106, 3109
3109	3108, 3110
3110	3109, 3111
3111	3110, 3112
3112	3111, 3113
3113	3112, 3114
3114	3113, 3115
3115	3114, 3116
3116	3115, 3117, 3118, 3119
3117	3116, 3118
3118	3116, 3117, 3119
3119	3116, 3118, 3120
3120	3119

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3121	3122
3122	3121, 3123
3123	3122, 3124
3124	3123, 3125
3125	3124, 3126
3126	3125, 3127
3127	3126, 3128
3128	3127
3129	3130
3130	3129, 3131
3131	3130, 3132
3132	3131, 3133
3133	3132, 3134
3134	3133, 3135
3135	3134, 3136
3136	3135
3137	3138, 3157
3138	3137, 3139, 3157
3139	3138, 3140, 3157

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3140	3139, 3141, 3143
3141	3140, 3142, 3143
3142	3141, 3143
3143	3140, 3141, 3142, 3144, 3157
3144	3143, 3145, 3156
3145	3144, 3146, 3155
3146	3145, 3147, 3154
3147	3146, 3148, 3149, 3150, 3153
3148	3147, 3149
3149	3147, 3148, 3150
3150	3147, 3149, 3151, 3153
3151	3150, 3152, 3153
3152	3151, 3153
3153	3147, 3150, 3151, 3152, 3154
3154	3146, 3153, 3155
3155	3145, 3154, 3156
3156	3144, 3155, 3157
3157	3137, 3138, 3139, 3143, 3156

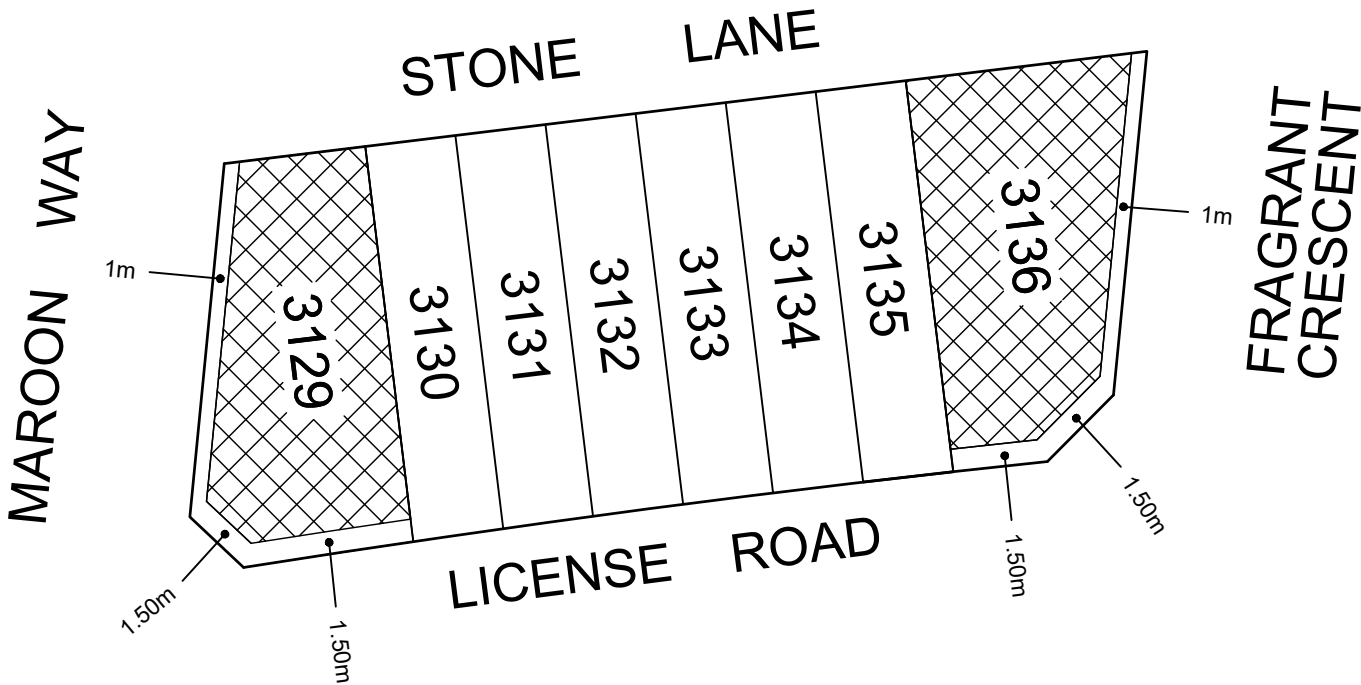


DIAGRAM 1  
SCALE 1:500

DRAFT

CREATION OF RESTRICTION B

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 2  
BENEFITED LAND: See Table 2

RESTRICTION:  
Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (SLHC) incorporated into the Melton Planning Scheme unless a planning permit is granted by the Responsible Authority for a building that does not conform with the SLHC.  
Expiry date: 31/12/2025.

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
3118	A	3116, 3117, 3119
3119	A	3116, 3118, 3120
3120	A	3119
3123	A	3122, 3124
3130	B	3129, 3131
3131	B	3130, 3132
3132	B	3131, 3133

TABLE 2 continued

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
3133	B	3132, 3134
3134	B	3133, 3135
3135	B	3134, 3136
3138	A	3137, 3139, 3157
3140	A	3139, 3141, 3143
3141	A	3140, 3142, 3143

TABLE 2 continued

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
3142	A	3141, 3143
3148	A	3147, 3149
3149	A	3147, 3148, 3150
3150	A	3147, 3149, 3151, 3153
3151	A	3150, 3152, 3153
3152	A	3151, 3153

CREATION OF RESTRICTION C

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: Lots 3118 to 3120, 3123, 3130 to 3135, 3138, 3140 to 3142 and 3148 to 3152  
BENEFITED LAND: The relevant abutting lot

RESTRICTION:  
The registered proprietor or proprietors for the time being of any burdened lot on this plan:

- Must not build or permit to be built a building that is not free standing within the title boundaries of the lot on which it is built.
- Must not build or permit to be built a building that relies on the walls of adjacent buildings for support.

Expiry date: 31/12/2025

DRAFT

Lodged by

Name: Taylors Development Strategists Pty Ltd  
Phone: (03) 9501 2800  
Address: Suite 8, 270 Ferntree Gully Road, Notting Hill VIC 3168  
Reference: 01112/31  
Customer Code: 11200D

This memorandum contains 10 pages of provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

## Provisions

### 1. Bloomdale, Diggers Rest

These Design Guidelines apply to residential lots 3101 to 3106 and 3108 to 3157 within Stage 31 on Plan of Subdivision PS821128U approved under Melton Planning Permit No. PA2017/5553.

These Design Guidelines may be amended on occasions at the developer's discretion, subject to Melton City Council approval, to reflect changes in design trends or to coincide with the release of later stages.

All care has been taken to ensure the Design Guidelines comply with current building legislation. However, the land or home Owner is responsible for ensuring compliance with all statutory requirements.

Land or home Owners, Designers and Builders should review these Design Guidelines in conjunction with the land sales contract.

### 2. Developer Approval

The siting and design of homes at Bloomdale is to be approved by The Bloomdale Building and Design Approval Committee (BBDAC). Approval by the BBDAC is required before applying for a building permit for the construction of a new dwelling. Approval by the BBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or City of Melton Planning Scheme.

The BBDAC also reserves the right to approve applications based on architectural merit.

It is the applicant's responsibility to ensure plans meet the relevant planning and building requirements, in addition to these design guidelines.

Only a fully scaled set of application documents will be considered. No concept designs will be accepted.

The BBDAC will assess all designs and if they are compliant with the Design Guidelines, provide a letter of approval along with an endorsed copy of the plans and external colour schedule. Applications that substantially comply with the Design Guidelines may be given a letter of approval with conditions requiring the rectification of minor deviations. These deviations may also be noted on the plans. The BBDAC may also offer suggestions intended to improve designs.

If the design submission does not comply with the Design Guidelines, the BBDAC will advise the applicant of the reasons of non-compliance and suggest amendments. Applicants will then be required to re-submit amended plans in order to gain approval.

The final decision of all aspects of the Design Guidelines will be at the discretion of the BBDAC. The BBDAC will endeavour to process applications as quickly as possible, generally within 7 business days of receipt. Once approval is obtained an application for a building permit may be lodged with the City of Melton or an accredited building surveyor. Applications submitted to the BBDAC for approval, must be emailed to: [designapprovalvic@avid.com.au](mailto:designapprovalvic@avid.com.au).



### **3. Medium and High Density Lots**

The requirement contained in the design guidelines do not cover integrated development sites which require a separate planning permit from Council. Prior to a planning application being lodged with Council for the development of a medium or high density lot, the plans must be assessed and approved by the BBDAC.

### **4. Planning Permit**

A planning permit is not required to construct or extend one dwelling on a lot with an area less than 300m<sup>2</sup> where:

- the lot is identified as a lot where the provisions of the Small Lot Housing Code apply, via a restriction on title;
- the dwelling is constructed or extended in compliance with the building envelope.

Lots with an area of 300m<sup>2</sup> or less which do not comply with the building envelope defined in the Small Lot Housing Code, or other any requirements of the Small Lot Housing Code are required to obtain a planning permit from Melton City Council prior to obtaining a Building Permit. These lots must also comply with the relevant requirements of these design guidelines and obtain approval from the BBDAC before applying for a Planning Permit. For information on how to apply for a Planning Permit, please refer to the Council's website ([www.melton.vic.gov.au](http://www.melton.vic.gov.au)) or contact the Council's Planning Department on 9747 7200.

### **5. Covenants**

In the event that requirements under the Design Guidelines (endorsed under the planning permit) contradict covenants defined within the Plan of Subdivision or this MCP, the Plan of Subdivision or this MCP will prevail.

### **6. Statutory Obligations**

It is the purchaser's responsibility to ensure all submitted documents comply with the Victorian Building Code, Rescode and all other planning and authority requirements, along with current Victorian energy rating standards prior to construction.

### **7. Dwellings**

Only one dwelling is permitted per property for lots under 600m<sup>2</sup>.

On a lot greater than 600m<sup>2</sup>, an additional dwelling is subject to approval from the BBDAC and City of Melton and may be considered for:

- (a) A dependant persons' unit on lots greater than 600m<sup>2</sup>;
- (b) Corner lots and
- (c) Lots identified as integrated housing sites.

No further subdivision is permitted without the written approval of the BBDAC.

### **8. Identical Façade Assessment**

In order to uphold the integrity of all new homes, 2 dwellings with identical facades must not be built within 5 contiguous lot spaces of the original lot. Provision includes lots either side, opposite and encompassing other street frontages where applicable.

On lots less than 300m<sup>2</sup>, 2 dwellings with identical façades must not be built within 2 contiguous lot spaces of the original lot. Under this clause, a mirrored (symmetrical) façade is not considered to be an identical façade.

This provision does not apply to integrated housing development sites.

## **9. Architectural Characteristics**

Designs incorporating a variety of modern architectural styles are encouraged. Unique dwelling designs displaying innovation and originality will be assessed favourably if they are shown to be in keeping with the contemporary design intent of Bloomdale.

Architectural features such as verandahs, porticos, feature windows, façade detailing, roof features and articulated building forms are required. Building materials such as masonry, render, natural stone and timber cladding should be used, and paint work should be complementary in colour selection.

Contemporary roof and awning themes coupled with articulation of single and double storey volumes are also preferred design initiatives.

## **10. Corner Lot Characteristics**

Dwellings constructed on corner blocks and on lots which abut public open space areas such as a park or reserve must address both street frontages through the use of wrap around verandahs, feature windows, detailing, etc. Well-articulated architectural treatments should be provided where built form is visible beyond the side fence line, and at upper levels.

In addition to incorporating a habitable room window of a similar proportion as the front of the dwelling, one or more of the following building elements must be incorporated into the design and wrap around from the front to the side as a corner feature:

- Verandah, pergola or balcony;
- Articulated feature walls;
- Roof feature;
- Materials used on the front façade continuing around the secondary street frontage to the length of 3m or one room (whichever is greater);

Overall facade articulation and material variation is strongly encouraged. It will be at the discretion of the BBDAC to determine acceptable corner treatment for each corner lot submission.

Entries and/or garages facing the secondary street frontage may be considered by the BBDAC where they are located adjoining open space and linear pedestrian open space links.

Lots with side abuttal to a linear reserve will be classified as a corner lot and the requirements set out above will apply.

## **11. Porches and Entries**

An entry feature complementary to the dwelling design must be incorporated to create a sense of entry. This can be a porch, portico, balcony or verandah and can be a central feature of the façade or located towards the edge of the façade. Appropriate location of the entry will increase the character of the dwelling and contribute to a varied streetscape.

## **12. Dwelling Size**

The siting and proportion of the dwelling on the lot should be a well thought out response to the site.

## **13. Building Heights**

A ceiling height of 2590mm is encouraged for all single storey dwellings and the ground floor of double storey dwellings. A minimum ceiling height of 2440mm is permitted, subject to approval by the BBDAC but is not encouraged.

Triple storey dwellings and/or basements should adhere to the relevant height requirements. Basements may have a maximum projection of 1.2m above natural ground level.

#### **14. Roofs**

Applicants are encouraged to explore varying roof forms which could include combinations of pitched and flat roofs as well as curved elements. The minimum roof pitch must be 22 degrees while skillion roofs and accent sections may have a minimum pitch of 16 degrees.

Eaves with a minimum overhang of 450mm must be incorporated into dwelling facades where they:

- face any street,
- face a reserve, and
- all faces of the dwelling (for double storey dwellings).

On single storey dwellings eaves must wrap around a minimum of 2000mm along the side of the dwelling from any street frontage (except where built to the boundary).

Permitted roof materials include masonry, slate, terracotta tiles or Colorbond. Other non-reflective materials may be considered for review by the BBDAC.

#### **15. Garages**

A lockup garage for 2 vehicles must be provided on all properties with frontages greater than 12.5m. Open carports to the front of the dwelling will not be permitted. Single garages will be considered for lots with a street frontage of 12.5m or less. Triple garages will be strongly discouraged.

The architectural character of the garage must be harmonious to the main body of the dwelling. Garages must have a slim line, sectional, tilt or panel lift door to all street frontages. Roller doors will only be permitted at the rear of the garage, as an opening to the backyard and where they are not within public view. Where located at the front of a dwelling, garage doors or openings must occupy less than 50% of the width of the lot's street frontage. Garage doors may not exceed 6.0m in width. On 2 storey dwellings with garages which exceed 40% of the lot frontage, balconies or windows above the garage are required.

For lots with frontages less than 8.5m that are not rear-loaded, refer to the Small Lot Housing Code incorporated into the Melton Planning Scheme.

Refer to clauses 16-19 for garage setback requirements.

#### **16. Small Lot Setbacks**

Small Lots are lots with an area less than 300m<sup>2</sup>. Small lots can be either front loaded or rear loaded.

##### **16.1 Front Loaded Lot Setbacks**

All front loaded dwellings must be setback from the front property boundary by a minimum of 3.0m and a maximum of 4.0m.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

Front loaded lots garages must be located behind the front wall of the main dwelling (not including the porch, portico or verandah) or a minimum of 4.9m from the front boundary, whichever is greater.

Setbacks from the secondary street frontage of a corner lot must comply with Rescode and/or any other governing authority requirements. Garages may be permitted facing the secondary street frontage; however, the secondary façade must demonstrate articulation.

##### **16.2 Rear Loaded Lot Setbacks**

Lots 3129-3136 are rear loaded lots in Stage 31 of Bloomdale (Plan of Subdivision: PS821128U).

On rear loaded lots the dwellings must be setback from the front property boundary by a minimum of 1.5m and a maximum of 3.0m. Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

On rear loaded lots the garage may be built to rear boundary or setback by a maximum of up to 1.0m from the rear boundary. On rear loaded corner lots the garage must be located at the furthest point from the intersection with the secondary street.

Setbacks from the secondary street frontage of a corner lot must comply with SLHC and/or any other governing authority requirements.

## **17. Standard Lot Setbacks**

With the exception of Lots 3117, 3137 and 3139, Dwellings must be setback from the front boundary by a minimum of 4.0m and a maximum of 6.0m. For Lots 3117, 3137 and 3139 Dwellings must be setback from the front boundary by a minimum of 3.0m and a maximum of 6.0m.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback. Garages located on the main street frontage must be setback a minimum 4.9m from the front boundary and a minimum of 560mm behind the main façade of the dwelling.

Double storey homes which incorporate a minimum width 1.5m covered verandah/balcony to the first floor for at 40% of the home width do not require the setback between the front wall and garage.

Garages may be built on side boundaries in accordance with Rescode and/or any other governing authority requirements.

Single storey dwellings on regular lots 18m or wider must be setback from side boundaries by a minimum of 1.0m. Regular lots are those lots where the front boundary dimension is the same as the rear boundary dimension. Double storey dwellings must be setback from side boundaries in accordance with Rescode and/or any other governing authority requirements.

Rear setbacks are to be in accordance with Rescode and/or any other governing authority requirements.

Eaves, facias, gutters, chimneys, flue pipes, water tanks and heating or cooling or other servicers may encroach no more than 0.5m into the setback around the whole dwelling excluding garage walls on the boundary.

These requirements may be varied with the written approval of the BBDAC and City of Melton.

## **18. Standard Corner Lot Setbacks**

Where applicable, standard corner lots must comply with the setback requirements listed in Item 17, as well as the following.

Setbacks from the secondary street frontage must comply with Rescode and/or any other governing authority requirements.

Where facing the secondary street frontage, the garage must be setback a minimum of 4.9m from the secondary street frontage. An easement running along the rear of the lot cannot be built over, and the garage may have to be setback from the rear boundary to accommodate the easement. Garages must be located adjacent to the side boundary of lot but are not permitted adjacent to boundaries abutting public open space.

## **19. Building Envelopes**

If building envelopes are shown on the Plan of Subdivision or within a Memorandum of Common Provisions, it must be adhered to.

It is the responsibility of the applicant to investigate the existence of any building envelopes prior to design and submission to the BBDAC.

## **20. Materials**

External walls must be constructed from a minimum of 75% face brick, brick or masonry veneer or other approved texture coated material. At least 25% of the facade of the home must be finished in a contrasting/feature element in a different texture, material or colour.

A combination of complementary materials and colours must be used to all walls facing a street or park – with a minimum of 2 and up to a maximum of 4 materials used to compose these facades.

The material at the front of the dwelling must wrap around a minimum of 840mm to the side where the dwelling is not built to the boundary.

The utilisation of materials such as natural stone, exposed timber or other feature cladding materials will be considered and encouraged as key design articulation elements. Use of quality materials and finishes is encouraged to give a timeless appeal.

Homes in kit or modular form and the use of second hand materials will be subject to approval by the BBDAC and City of Melton. New building materials based on recycled content is permitted.

Unless otherwise approved by the BBDAC, unpainted and/or untreated metalwork and reflective glazing will not be permitted. Infill fibre sheet panels are not permitted above window and door openings where visible from the street.

Infill and lightweight panels may be permitted above garage openings if finished as a rendered surface to match with the adjoining garage wall.

## **21. Colour Schemes**

A harmonious colour palette consisting of natural, subdued hues which are complimentary to the surrounding environment and colour tones which reflect the theme of the dwelling will be encouraged. Limited use of strong or bold colours may be adopted to reinforce the contemporary nature of the dwelling design.

In order to avoid further information being requested in regards to colour schedules, the applicant must ensure all relevant information is provided when applying for design approval.

## **22. Driveways**

There must be only one driveway per lot, located to align with the crossover. Garages should be sited on the lot in response to the location of existing crossovers with driveways tapered to match crossover width. Driveways shall not exceed 3.5 metres in width at the street crossover.

There must be at least 300mm of screen planting between the driveway and the adjacent side boundary. Driveways must be fully constructed prior to the issue of the Occupancy Permit.

All driveways, porches and any other concreted areas within the front yard must be constructed of masonry pavers, exposed aggregate, coloured concrete, fixed granular surfaces or stamped or stencilled masonry surface. The colour selection must complement the building design and external colour scheme.

No plain concrete will be permitted unless it is out of public view.

## **23. Boundary Fencing**

Fencing type will be consistent throughout Bloomdale. Fencing is a common link binding the streetscape and highlighting the individuality of each dwelling.

All fencing must be shown on plans submitted to the BBDAC for approval.

### **23.1 Front Fencing**

Front fencing is permitted subject to approval. Proposed front fences must not exceed 1.2m in height and must be largely transparent (i.e. 50% or more) in construction. The proposed front fences must return along the side boundary and extend to meet the side fence. Low masonry walls not exceeding 0.9m in height which complement the façade of the building will be permitted. Where a front fence is to be constructed on a corner lot, it must return and extend to meet the side fence.

### **23.2 Side and Rear Fencing**

All side and rear boundary fencing must be constructed from timber palings, to a height of 1800mm (+/-50mm). Side boundary fencing must terminate and return to the dwelling at least 1.0m behind the front building line. This part of the fence which returns to the house is known as a wing fence. Wing fencing must also be constructed from timber palings, unless approved by the BBDAC. Wing fencing must be 1800mm (+/-50mm) in height with timber capping and posts exposed to the street.

It is encouraged to include a gate within the wing fencing; however, direct access to the rear yard may be possible either via a gate or directly from the garage. Side gates must be timber or have a timber look finish and must appear harmonious with the dwelling and landscape materials. Side gates must not be wider than 2.6m.

### **23.3 Side Street Fencing**

On a corner lot with a side boundary that forms the rear boundary of an adjoining lot, the side fence on that boundary can continue to the front boundary. On corner lots, fencing to the secondary street frontage should be setback a minimum of 4.0m from the primary street frontage.

For fencing to boundaries abutting a reserve, facing a street and on corner lots, the side fencing along the secondary street must be constructed from timber palings to a height of 1800mm (+/-50mm). The fencing must have exposed posts on both sides of the palings and the palings must be on the external side fronting the street and timber capping is required.

## **24. Front Landscaping**

To promote an attractive neighbourhood, residents are encouraged to install quality landscaping.

The form and texture of the plantings should complement and enhance the architecture of the dwelling. Planting of canopy trees in appropriate locations is encouraged. Landscape designs should be prepared with an objective for low water usage.

Gardens are encouraged to be environmentally sensitive by utilizing appropriate drought tolerant native plants, organic or mineral mulches and drip irrigation systems. Native plants that are common to Victoria and the Region are also encouraged.

Landscaping of your front garden must be completed within 6 months of issue of the Occupancy Permit. Hard paved or impervious surfaces must be limited to driveways and pedestrian pathways only.

The minimum front landscaping works will include:

- Fine grading and shaping of landscaped and lawn areas.
- Cultivation of existing soil in the garden beds to a 200mm depth, the addition of imported topsoil and fertiliser to all landscaped areas, as well as the use of mulch and/or other selected topping.
- At least 1 mature tree (2.0m minimum height).

## **25. Retaining Walls**

Retaining walls should not exceed 600mm in height.

Where a level change exceeds 600mm, two or more retaining walls separated by garden bed must be provided.

Retaining walls should be designed to have an appearance, colours and textures that are sympathetic with that of the house and landscaping. They must be made of durable materials that are fit for purposes.

## **26. Letterboxes**

Letterboxes should be designed to match and complement the dwelling design. Single post supported letterboxes are discouraged.

## **27. Liveability Considerations**

Applicants are encouraged to submit designs which are environmentally responsible.

The orientation of your lot will determine the best siting of the house on the lot. A building's orientation plays a large part in achieving the optimum solar access for your home during winter.

Lots on the north side of a street will have sunny backyards – good for private outdoor living.

Lots on the south side of a street will have sunny front yards – good for show piece gardens.

Lots facing east-west will have sunny side yards – these houses should be sited to leave the largest possible outdoor living space along the northern boundary.

Dwellings can become more liveable by taking into account the orientation of rooms and windows, shading of windows and walls, ceiling heights, sustainable building materials, cross flow ventilation, covered open spaces, insulation and water efficient fixtures. Eave design can act as excellent shading devices during warmer months. Implementing these features can also result into substantial financial savings for the home owner.

Double storey homes must respect the privacy of neighbouring dwellings, including potential overshadowing issues that may arise as a result of siting choices. It is the responsibility of applicants with double storey proposals to ensure their design has demonstrated these factors and to receive approval from the relevant authority and/or Building Surveyor prior to construction.

## **28. Solar Heating Panels**

Solar heating panels must be located on roof planes preferably not visible from public areas.

The panels should follow the roof pitch.

Where visible from public areas, solar panels will be assessed on their merits with regard to scale, form and colour.

## **29. Rainwater Tanks**

To conserve water resources, improve and protect the environment and to ensure Bloomdale is a liveable community, the installation of a rainwater storage tank is a mandatory requirement for all Standard Lots with an area of 300m<sup>2</sup> or greater. The owner/s of a Standard Lot must not build or permit to be built a dwelling, garage or carport unless the roof drainage system is connected to an on-site rainwater storage tank.

A rainwater tank installed on a Standard Lot, must comply with the following requirements:

- Lots with an area of 300 - 399m<sup>2</sup>, the tank must have a minimum 1,000 litre storage capacity, or
- Lots with an area of 400 - 499m<sup>2</sup>, the tank must have a minimum 2,000 litre storage capacity, or
- Lots with an area greater than or equal to 500m<sup>2</sup>, the tank must have a minimum 3,000 litre storage capacity.
- All tanks and accessories must not be located in front of the dwelling or be visible from the street and public spaces.
- All tanks and accessories must be coloured to match the dwelling.

Rainwater storage tanks on Small Lots (less than 300m<sup>2</sup>) are encouraged.

## **30. Energy Ratings**

It is the applicants' responsibility when building a home to comply with Victoria's energy rating requirements. Dwelling designs should be assessed by a licensed energy rating company, and they in turn will make recommendations regarding insulation and other resource saving measures. Dwellings must achieve the minimum standard as currently legislated.

## **31. NBN Co.**

The development qualifies for future NBN roll out. All premises must be aware of and conform with the NBN Co Preparation and Installation Guide for SDU's and MDU's. For more information, please refer to NBN Co website ([www.nbnco.com.au](http://www.nbnco.com.au)).

## **32. Sheds**

The colours and materials selected for sheds should be consistent with and complementary to, the materials used for the dwelling. Colorbond® and similar products are acceptable materials.

Sheds must be screened from any street and/or public view by locating to the rear or side of the dwelling. An appropriately located carport out of public view should be considered to store boats, trailers or any similar vehicles.

Sheds must not cover an area greater than 15m<sup>2</sup> and must not exceed a maximum height of 2.5m.

## **33. Pergolas, Patios & Decking**

Any proposed additional buildings or ancillary structures including decking, pergolas, patios, carports, swimming pools, BBQ areas or similar, must be submitted to the BBDAC for approval. This can be done at the time of submitting the dwelling design or done at a later date as a standalone submission.

The BBDAC will assess structures/applications on their merits.

Please note that later date stand-alone submissions will incur an additional assessment fee.

### **34. Ancillary Items**

All external plumbing must be out of public view, with the exception of gutters and downpipes. Downpipes must not be located on the front façade of the dwelling.

External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling. Satellite dishes will only be approved if out of public view.

Clothes lines must not be visible from public areas.

Externally mounted spa equipment attached to side boundary walls of any dwelling must be positioned out of public view, be painted in a colour matching the adjoining wall surface and fitted with noise baffles.

Evaporative cooling units are to be located out of public view where possible and must be of low profile, located below the ridgeline and coloured to match the roof.

Metal security shutters are not permitted.

Window screening located on a dwellings primary or secondary frontage will not be approved. Security screens on the front entry door must be contemporary in style and compliment the façade colours. Diamond style security screens, or similar will not be permitted.

### **35. Maintenance of the Lot**

Prior to the occupation of a dwelling, the lot must be maintained by keeping the grass cut, and the lot free from rubbish. Builders' waste materials and rubbish during construction must be removed on a regular basis and must not be allowed to accumulate. Should lots not be maintained to an acceptable level, the Developer reserves the right to carry out clean up works as necessary. Any such costs incurred by the Developer will be passed on to the lot owner.

After occupation of the dwelling, front yards must be maintained to an acceptable level. Rubbish and recycle bins must be stored out of public view. It will be at the discretion of the BBDAC to determine if lots are being maintained to an acceptable level.

### **36. Commercial Vehicles**

Trucks or commercial vehicles (exceeding 1 tonne), recreational vehicles and caravans shall be screened from public view when parked or stored.

### **37. Signs**

No signs, including 'For Sale' signs may be erected by the Purchaser other than a 'Home for Sale' sign which may be erected after completion of construction of a dwelling.

Builders' signs may be permitted (600mm x 600mm maximum) where they are required on lots during construction. Only one advertising sign per dwelling is permitted at any one time and these signs must be removed once the property is sold.



### 38. Definitions

**Articulation** means both horizontal and vertical projection forward and back from the primary building face.

**BBDAC** means The Bloomdale Building and Design Approval Committee that includes AVID PROPERTY GROUP NOMINEES PTY LTD as the developer/owner of Bloomdale Residential Estate.

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

**Building Act** means the act of the Victorian Parliament known as the Building Act 1993.

**Building Envelope Plan** means the plan which shows the approved building envelopes, setbacks and other related matters for the lots within the Plan of Subdivision.

**Building Permit** means a building permit in terms of the Building Act.

**Corner Lot** means a lot with a corner where each boundary connects to a street or public open space.

**Design Guidelines** Design Guidelines mean the building design guidelines endorsed under Permit No. PA2017/5553 which may be amended from time to time.

**Dwelling** means a building used as a self-contained residence which must include:

- a kitchen sink;
- food preparation facilities;
- a bath or shower; and
- a closet pan and wash basin.

It includes out-buildings and works normal to a dwelling.

**Frontage** means the road alignment at the front of a lot. If a lot abuts two or more roads, the one to which the building, or proposed building, faces.

**Front Garden** includes any area between the building line and the front boundary of a lot and side street boundary or boundary abutting public open space of a corner lot that is visible from a street.

**Height** has the same meaning as in the Regulations.

**Lot** has the same meaning as Allotment in the Building Regulations.

**On the Boundary** means on the boundary or a setback of up to 200 millimetres from the lot/property boundary;

**Private Open Space** means an unroofed area of land; or a deck, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool.

**Rear Loaded Lots** are lots with the front boundary address on the primary street with garages located at the rear of the property which are accessed from a laneway.

**Regular Lots** are lots where the front boundary dimension is the same as the rear boundary dimension.

**Regulations** means the Building Regulations 2018 or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building.

**Scheme** means the City of Melton Planning Scheme.

**Secluded Private Open Space** means that part of private open space primarily intended for outdoor living activities which enjoys a reasonable amount of privacy.

**Secondary Street** means the street that runs along the side boundary of a property when located on a corner;

**Setback** means the minimum distance from any lot boundary to a building.

**Side Boundary** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

**Site Coverage** means the proportion of a site covered by buildings.


**Small Lots** are lots with an area less than 300m<sup>2</sup>.

**Standard Lots** are lots with an area greater than 300m<sup>2</sup>.

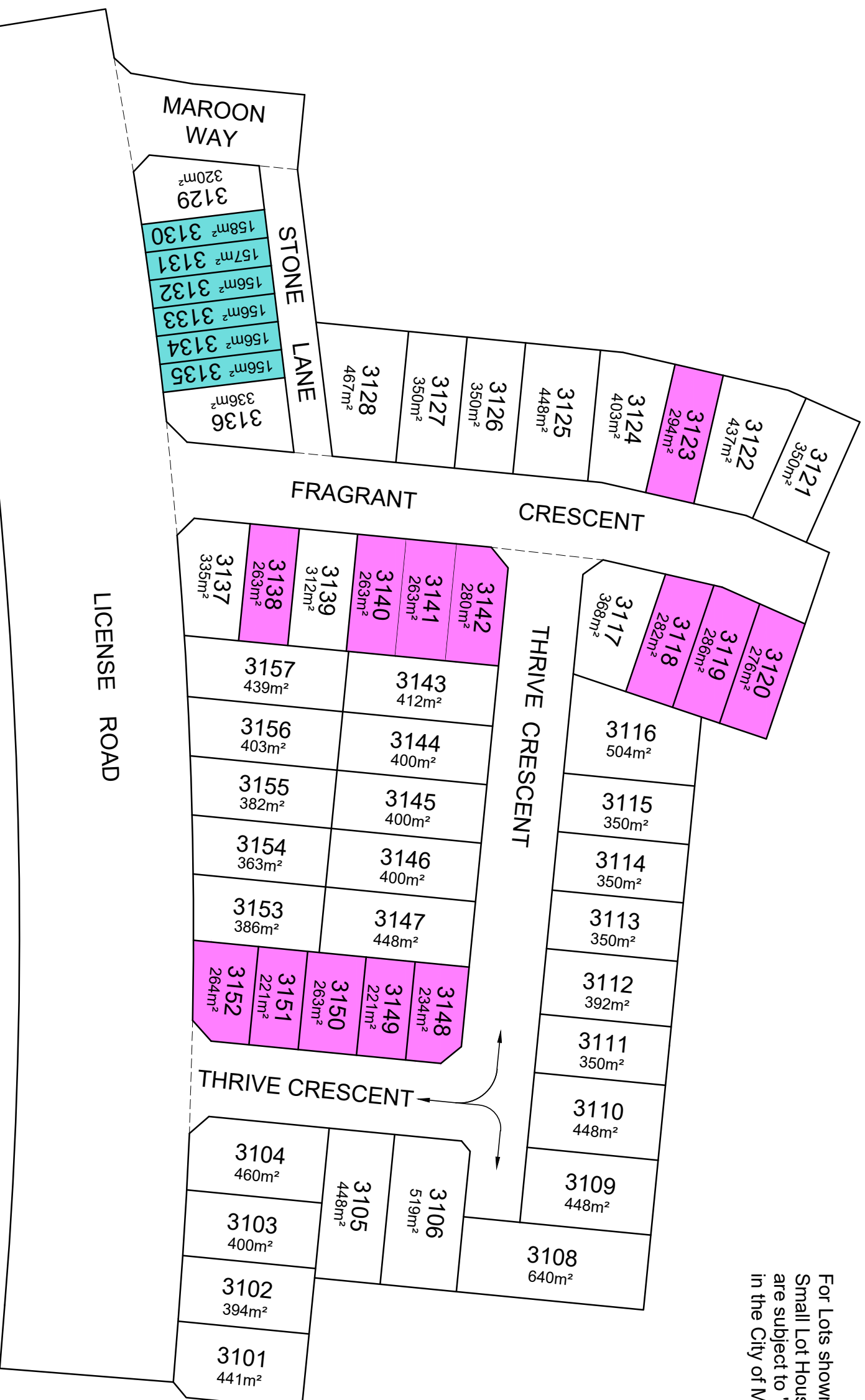
**Storey** means that part of a building between floor levels. If there is no floor above, it is the part between the floor level and ceiling. It may include an attic, basement, built over car parking area, and mezzanine;

**Street**, for the purposes of determining setbacks, "street" means any road other than a footway or carriageway easement.

**Window** has the same meaning as in the National Construction Code of Australia.

**NOTE:** For Lots shown thus  the City of Melton Small Lot Housing Code applies. These lots are subject to "Type A" conditions as designated in the City of Melton Small Lot Housing Code.

For Lots shown thus  the City of Melton Small Lot Housing Code applies. These lots are subject to "Type B" conditions as designated in the City of Melton Small Lot Housing Code.



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

VOLUME 12086 FOLIO 668

Security no : 124078133316L

Produced 27/06/2019 06:49 PM

LAND DESCRIPTION

Lot D on Plan of Subdivision 821100T.

PARENT TITLES :

Volume 12086 Folio 315      Volume 12086 Folio 594

Created by instrument PS821100T 01/06/2019

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

AVID PROPERTY GROUP NOMINEES PTY LTD of SUITE 6 LEVEL 2 2 QUEEN STREET

MELBOURNE VIC 3000

PS821100T 01/06/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS287792E 24/06/2019

ANZ FIDUCIARY SERVICES PTY LTD

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

NOTICE Section 201UB Planning and Environment Act 1987

AH462111E 30/08/2010

AGREEMENT Section 173 Planning and Environment Act 1987

AN984413X 28/06/2017

DIAGRAM LOCATION

SEE PS821100T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS821100T (S)	PLAN OF SUBDIVISION	Registered	01/06/2019
AS232897Y (E)	TRANSFER CONTROL OF ECT	Completed	06/06/2019
AS287792E (E)	MORTGAGE	Registered	25/06/2019

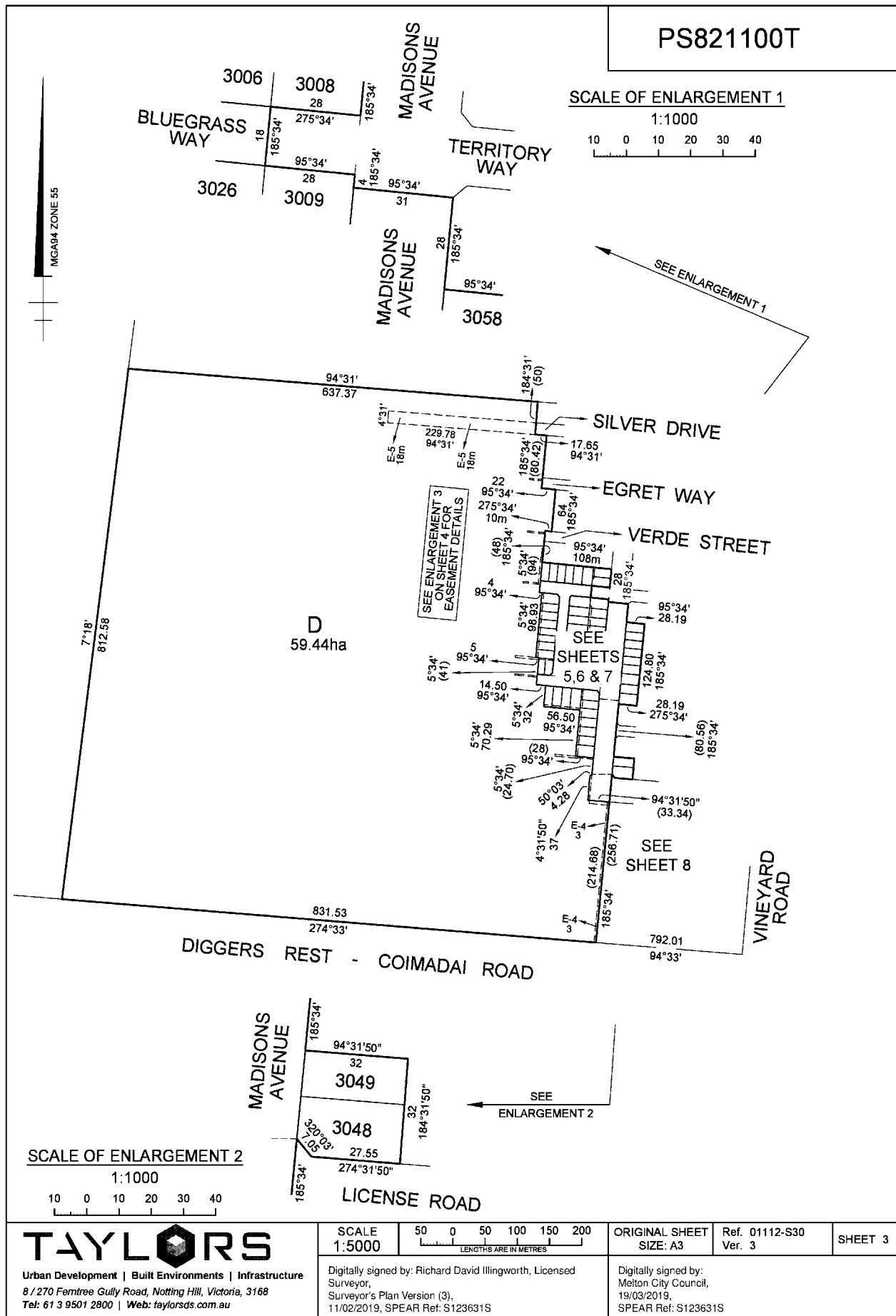
DOCUMENT END

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PLAN OF SUBDIVISION		EDITION 1	PS821100T	
<b>LOCATION OF LAND</b>  PARISH: <b>HOLDEN</b> TOWNSHIP: --- SECTION: 13 CROWN ALLOTMENT: B (PART) CROWN PORTION: --- TITLE REFERENCE: Vol. Fol. Vol. Fol.  LAST PLAN REFERENCE: Lot B on PS821127W Lot C on PS821099Y  POSTAL ADDRESS: Diggers Rest - Coimadai Road (at time of subdivision) Diggers Rest VIC 3427  MGA 94 CO-ORDINATES: E: 296 960 ZONE: 55 (of approx centre of land in plan) N: 5 833 350		Council Name: Melton City Council  Council Reference Number: SUB5144 Planning Permit Reference: PA2017/5553 SPEAR Reference Number: S123631S  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 04/09/2018  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Geraldine Addicott for Melton City Council on 19/03/2019  <b>Statement of Compliance</b> issued: 22/05/2019		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
Road R1	Melton City Council			
NOTATIONS		Lots 3001 - 3058 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A, B & C on Sheets 9 and 10 of this plan for details  <b>OTHER PURPOSE OF PLAN</b> Removal of the Drainage and Sewerage easements shown as E-5 and E-6 on PS821099Y is so far as it lies within new Road R1 on this plan, upon registration of this plan.  <b>GROUND FOR REMOVAL:</b> By agreement between all interested parties.		
DEPTH LIMITATION: Does Not Apply				
<b>SURVEY:</b> This plan is based on survey.  <b>STAGING:</b> This is not a staged subdivision. Planning Permit No.				
<b>BLOOMDALE - Release No. 30</b> Area of Release: 3.751ha No. of Lots: 58 Lots and Balance Lot D				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
SEE SHEET 2 FOR EASEMENT DETAILS				
TAYLORS		SURVEYORS FILE REF: Ref. 01112-S30 Ver. 3		ORIGINAL SHEET SIZE: A3
Urban Development   Built Environments   Infrastructure 8 / 270 Fentree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800   Web: taylorss.com.au		Digitally signed by: Richard David Illingworth, Licensed Surveyor, Surveyor's Plan Version (3), 11/02/2019, SPEAR Ref: S123631S		SHEET 1 OF 10  PLAN REGISTERED TIME: 12:47 PM DATE: 1/6/19 LJW Assistant Registrar of Titles

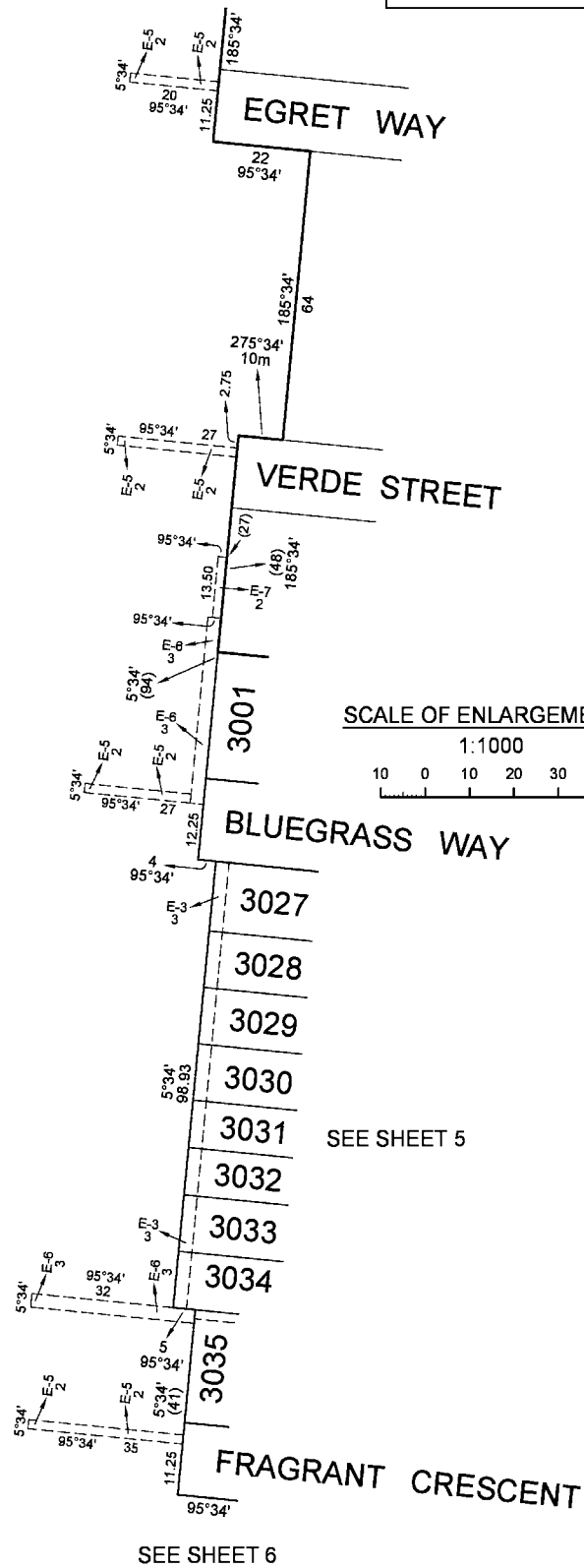




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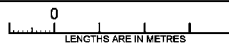
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SEE SHEET 3



**TAYLORS**

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Tel: 61 3 9501 2800 | Web: [taylorss.com.au](http://taylorss.com.au)

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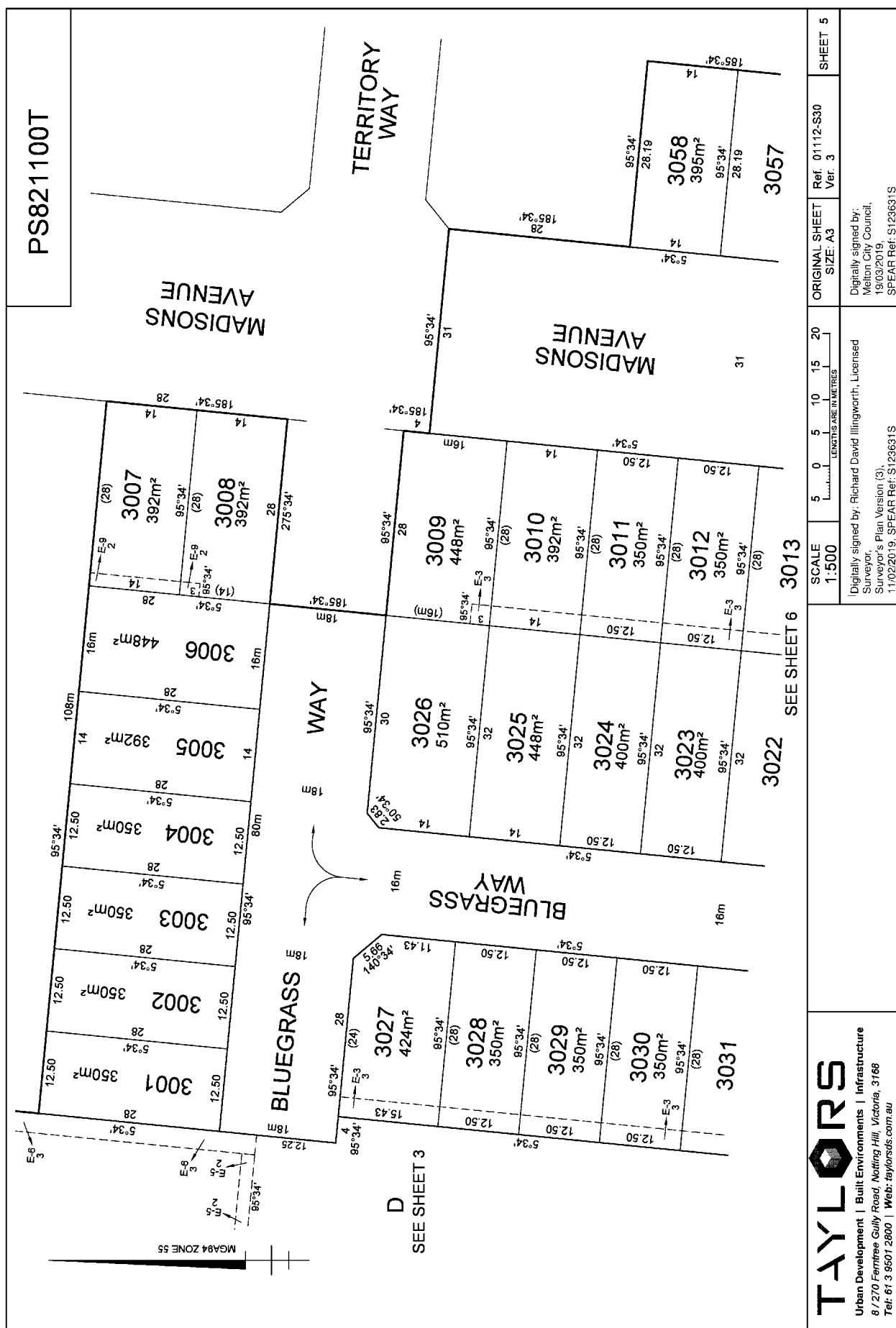
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Ver. 3

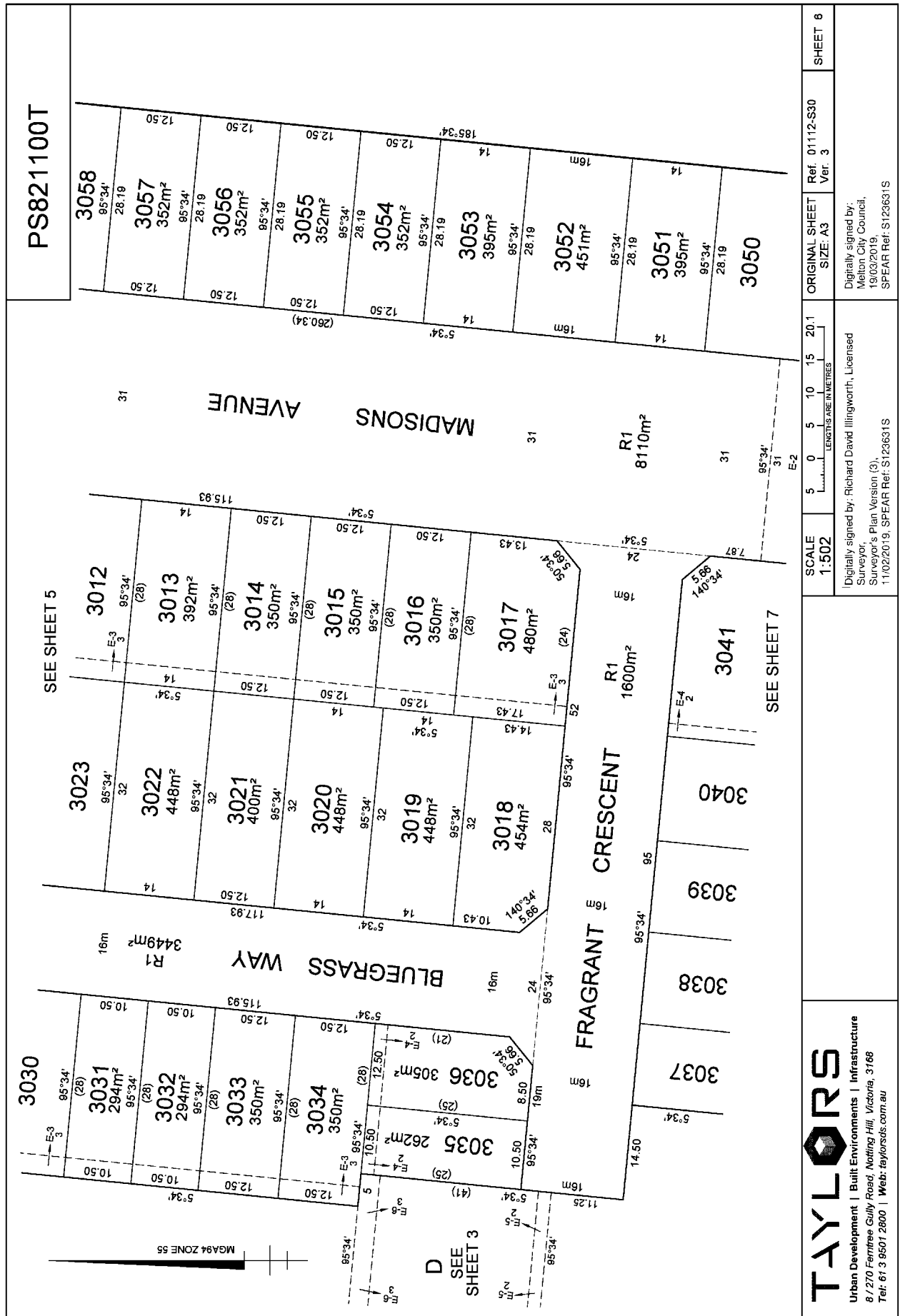
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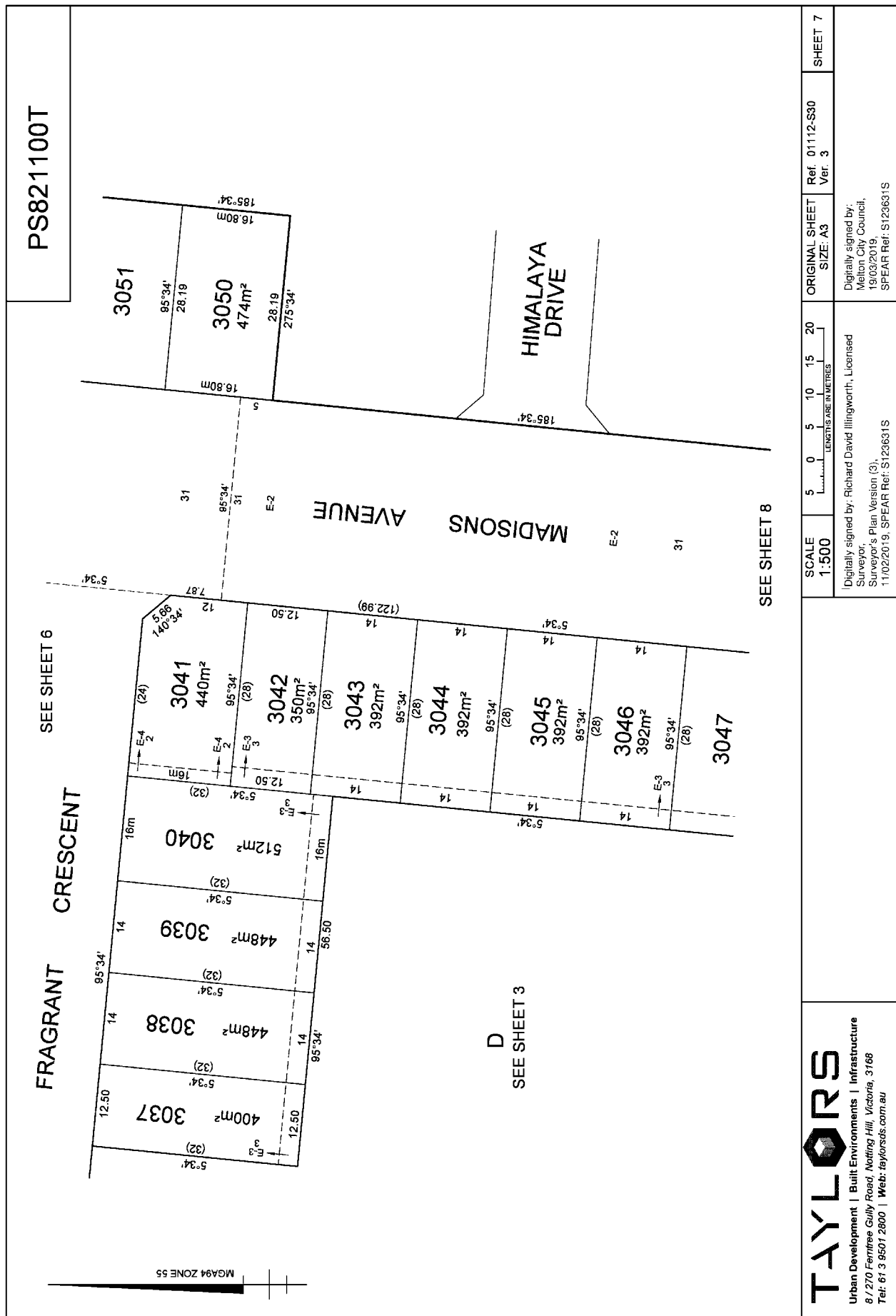
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Surveyor,  
Surveyor's Plan Version (3),  
11/02/2019, SPEAR Ref: S123631S

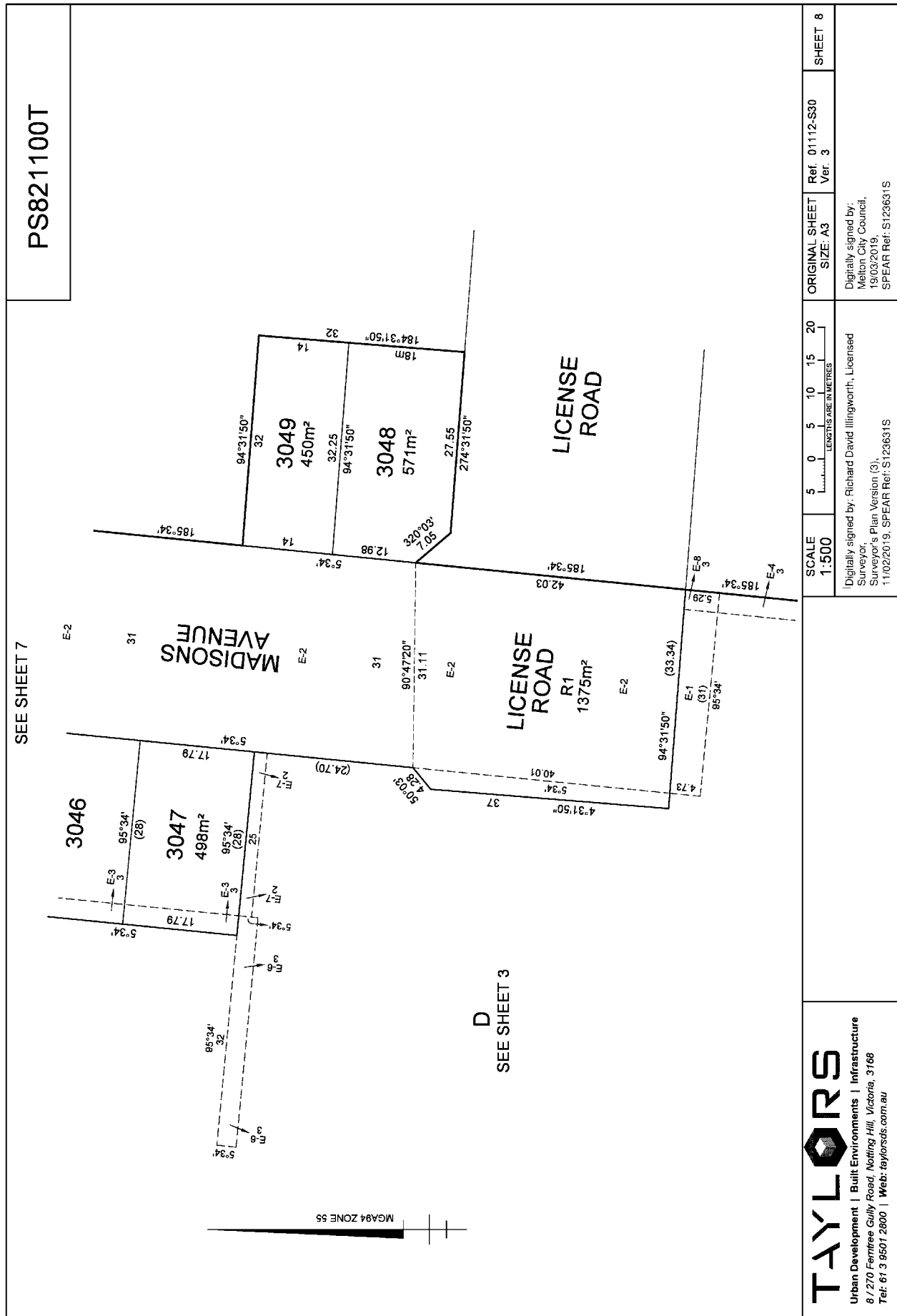
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Melton City Council,  
19/03/2019,  
SPEAR Ref: S123631S











**PS821100T****CREATION OF RESTRICTION A**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 1

BENEFITED LAND: See Table 1

**RESTRICTION:**

The burdened land cannot be used except in accordance with the provisions recorded in MCP AA4785.

Expiry date: 01/03/2025

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3001	3002
3002	3001, 3003
3003	3002, 3004
3004	3003, 3005
3005	3004, 3006
3006	3005, 3007, 3008
3007	3006, 3008
3008	3006, 3007
3009	3010, 3026
3010	3009, 3011, 3025
3011	3010, 3012, 3024
3012	3011, 3013, 3023
3013	3012, 3014, 3022
3014	3013, 3015, 3021
3015	3014, 3016, 3020
3016	3015, 3017, 3019, 3020
3017	3016, 3018, 3019
3018	3017, 3019
3019	3016, 3017, 3018, 3020
3020	3015, 3016, 3019, 3021

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3021	3014, 3020, 3022
3022	3013, 3021, 3023
3023	3012, 3022, 3024
3024	3011, 3023, 3025
3025	3010, 3024, 3026
3026	3009, 3025
3027	3028
3028	3027, 3029
3029	3028, 3030
3030	3029, 3031
3031	3030, 3032
3032	3031, 3033
3033	3032, 3034
3034	3033, 3035, 3036
3035	3034, 3036
3036	3034, 3035
3037	3038
3038	3037, 3039
3039	3038, 3040
3040	3039, 3041, 3042, 3043

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3041	3040, 3042
3042	3040, 3041, 3043
3043	3040, 3042, 3044
3044	3043, 3045
3045	3044, 3046
3046	3045, 3047
3047	3046
3048	3049
3049	3048
3050	3051
3051	3050, 3052
3052	3051, 3053
3053	3052, 3054
3054	3053, 3055
3055	3054, 3056
3056	3055, 3057
3057	3056, 3058
3058	3057

**CREATION OF RESTRICTION B**

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 2

BENEFITED LAND: See Table 2

**RESTRICTION:**

Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (SLHC) incorporated into the Melton Planning Scheme unless a planning permit is granted by the Responsible Authority for a building that does not conform with the SLHC.

Expiry date: 01/03/2025

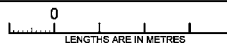
TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
3031	A	3030, 3032
3032	A	3031, 3033
3035	A	3034, 3036



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Tel: 61 3 9501 2800 | Web: [taylorssds.com.au](http://taylorssds.com.au)

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SHEET 9

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Surveyor,  
Surveyor's Plan Version (3),  
11/02/2019, SPEAR Ref: S123631S

Digitally signed by:  
Melton City Council,  
19/03/2019,  
SPEAR Ref: S123631S

PS821100T

### CREATION OF RESTRICTION C

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: Lots 3031, 3032 and 3035

BENEFITED LAND: The relevant abutting lot

#### RESTRICTION:

The registered proprietor or proprietors for the time being of any burdened lot on this plan:

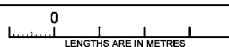
1. Must not build or permit to be built a building that is not free standing within the title boundaries of the lot on which it is built.
2. Must not build or permit to be built a building that relies on the walls of adjacent buildings for support.

Expiry date: 01/03/2025



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Tel: 61 3 9501 2800 | Web: [taylorssds.com.au](http://taylorssds.com.au)

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Surveyor's Plan Version (3),  
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SIZE: A3

Ref. 01112-S30  
Ver. 3

SHEET 10

Digitally signed by:  
Melton City Council,  
19/03/2019,  
SPEAR Ref: S123631S

**Application by a responsible authority for the  
making of a recording of an agreement**

**Section 181 Planning and Environment Act 1987**

**Privacy Collection Statement**

**AN984413X**

CC 28/06/2017 \$92.70 173



**Lodged by**

**Name:** MADDOCKS LAWYERS

**Phone:** 03 9258 3320

**Address:** COLLINS SQUARE, LEVEL 25, 727 COLLINS STREET MELB 4

**Reference:** NJS:LMC:6001431.014

**Customer code:** 1167E

The responsible authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register.

**Land:(volume and folio)**

*Volume 11884 Folio 913*

VOLUME 11833 FOLIO 383, ~~VOLUME 11855 FOLIO 082~~ AND VOLUME 11855 FOLIO 593

**Responsible authority:(full name and address, including postcode)**

MELTON CITY COUNCIL, 232 HIGH STREET MELTON VIC 3337

**Section and act under which agreement is made:**

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT (VIC) 1987

**A copy of the agreement is attached to this application:**

YES

**Signing:**

35271702A

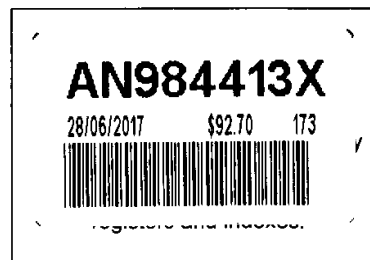
181PEA

Page 1 of 2

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Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**Application by a responsible authority for the  
making of a recording of an agreement  
Section 181 Planning and Environment Act 1987**



Executed on behalf of

Signer Name *ROBERT BAGGIO*

Signature

Execution Date *15 JUNE 2017*

Full Name of Witness *MORIS EDWARDS*

Witness Signature

---

35271702A

181PEA

Page 2 of 2

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Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

PA2017/5553

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173



**Maddocks**

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

## **Agreement under section 173 and Section 177 of the Planning and Environment Act 1987**

**Land: 146 Diggers Rest-Coimadai Road, Diggers Rest**

**Melton City Council**  
and

**Avid Property Group Nominees Pty Ltd**  
**ACN 088 212 631**





**AN984413X**

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## Agreement under section 173 of the Planning and Environment Act 1987

Dated

**AN984413X**

28/06/2017 \$92.70 173



---

### Parties

Name	<b>Melton City Council</b>
Address	232 High Street, Melton, Victoria
Short name	<b>Council</b>

Name	<b>Investa Nominees (2) Pty Ltd ACN 128 351 011</b>
Address	Level 6, 126 Phillip Street, Sydney NSW 2000
Short name	<b>Former Owner</b>

Name	<b>Avid Property Group Nominees Pty Ltd ACN 088 212 631</b>
Address	Level 35, 259 George Street, Sydney NSW 2000
Short name	<b>Owner</b>

---

### Background

- A. The Council is the responsible authority under the Planning Scheme.
- B. The Owner is the registered proprietor of the Subject Land.
- C. The Council issued the Planning Permit in respect of and affecting Land, which includes condition 8 requiring the Previous Owner to enter into the Previous Agreement.
- D. The Previous Agreement was intended to secure the provision of development contributions for the development of the Land and record the agreement of the parties to implement the Public Infrastructure Plan ("PIP") under the Planning Permit in the course of developing the Land under the Planning Permit and Further Planning Permit(s).
- E. The Previous Agreement was entered into between the Council and the Previous Owner pursuant to section 173 of the Act, in order to:
  - E.1 Identify the obligations of the Owner to pay the Development Infrastructure Levy, or, in lieu of payment, undertake works for an Infrastructure Project or transfer land to Council, in accordance with the Public Infrastructure Plan approved by Council with respect to the Land; and
  - E.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.



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- F. The Previous Owner transferred its interest and the Owner is now the registered proprietor of the Land.
- G. The Land is subject to registered mortgages No. AN150060H registered on 04 October 2016 and AM391599T registered on 08 December 2015 in favour of ANZ Fiduciary Services Pty Ltd (ACN100 709 493), which Mortgagee, as evidenced by its consent on the attestation pages, consents to this Agreement and, in the event that it becomes a mortgagee in possession, to be bound by this Agreement.
- H. The Parties now wish to terminate the Previous Agreement and enter into this Agreement to amend clause 3.3 of the Previous Agreement.

**AN984413X**



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## 1. The Parties agree

### 1.1 Definitions

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.

**Agreement** means this agreement, including any schedules or annexures and any agreement executed by the parties expressed to be supplemental to this Agreement. Where the Agreement refers to a document or Schedule that may be amended from time to time in writing, the most recent version of that document as approved by Council will be the relevant version for interpretation of this Agreement.

**Approved Plans** means the plans for each Infrastructure Project approved by Council under clause 3.5 of this Agreement.

**Contamination** means the presence in, on or under land (or surface water on or ground water under land) of any hazardous or toxic substance at a concentration above the concentration at which the substance is naturally present in, on or under land in the same locality.

**Council** means Melton City Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.

**DCP** means the Diggers Rest Development Contributions Plan dated March 2012, prepared by Growth Areas Authority as may be amended from time to time.

**DCP Value** means the amount for an Infrastructure Project as set out in the Works Schedule under the heading DCP Value (being the figures derived from the DCP), as indexed in accordance with this Agreement.

**Development Infrastructure Levy** means the amount required under the DCP to be paid towards the works, services and facilities in the Diggers Rest PSP Area as calculated in accordance with the DCP.

**Developed Lot** means a lot in respect of which there is no Development Infrastructure Levy payable or the Development Infrastructure Levy has been satisfied.

**Further Planning Permit** means any permit granted for the balance of the Land.

**Infrastructure Project** means an infrastructure project included in the Works Schedule and in the DCP.

**Land** means the land contained in certificates of title volume 11833 folio 383, volume 11855 folio 082 and volume 11855 folio 593.

**Maintenance Period** has the meaning given in clause 7.2.

**Mortgagee** 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 Subject Land or any part of it and includes a Mortgagee-in-possession.

**AN984413X**

28/06/2017 \$92.70 173



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

**PIP** means the Public Infrastructure Plan as approved by Council consistent with condition 6 of the Planning Permit and in accordance with the DCP and as amended by Council from time to time noting that the parties agree that the PIP is intended to be the Public Infrastructure Plan for all Further Planning Permits.

**Planning Permit** means planning permit No PA2012/3787 issued by the Council under the Planning Scheme and which relates to the Land.

**Planning Scheme** means the Melton Planning Scheme and any other planning scheme which applies to the Land.

**Practical Completion** means a statement in writing prepared by the Council stating that the Works for an Infrastructure Project have been completed to the satisfaction of the Council.

**Precinct Structure Plan** means the plan prepared by Growth Areas Authority entitled the Diggers Rest Precinct Structure Plan dated March 2012.

**Previous Agreement** means the Agreement under section 173 of the Act between the Owner and Council dated 5 September 2016 and contained in Registered Instrument AL448715Q.

**Provision Trigger** means, the completion of a stage of the development under the Planning Permit or any Further Planning Permit as set out in the column entitled 'Provision Trigger' for each Infrastructure Project in the Works Schedule, or as otherwise agreed between the Owner and the Council in respect of development to be permitted under a Further Planning Permit.

**Serviced** means delivered with electricity, water, gas sewerage and any other service normal to the delivery of land to the relevant lot.

**Statement of Compliance** means a statement of compliance issued under the Subdivision Act 1988.

**Termination Date** means:

- (a) the latter of:
  - (i) The date upon which the Council reasonably determines and notifies the Owner in writing that the Owner has complied with all of its obligations under this Agreement; and
  - (ii) The date upon which the Council notifies the Owner in writing that the Council no longer requires the Owner to perform its obligations under this Agreement; and
- (b) In respect of a Developed Lot, on the date of registration of the plan of subdivision creating that lot.

**Works** means the works required to construct an Infrastructure Project being those works as set out in the Works Schedule under the heading Description of Works which relate to the Land and in respect of which the Owner must submit detailed plans to Council's satisfaction in accordance with the Agreement.

**Works Schedule** means the Schedule of Works attached at Annexure A to this Agreement and as amended from time to time in accordance with this Agreement and which is available for inspection upon reasonable notice at the offices of the Council.

**AN984413X**

28/06/2017 \$92.70 173



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## 1.2 Interpretation

In the interpretation of this Agreement (including its recitals and any schedules) except to the extent that the context otherwise requires:

- 1.2.1 Words (including defined expressions) denoting the singular will be deemed to include the plural and vice versa.
- 1.2.2 Words (including defined expressions) denoting any gender will be deemed to include all other genders.
- 1.2.3 Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 1.2.4 References to a statute or statutory provision will be deemed to include any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and any by laws, local laws, licences, statutory instruments, rules and regulations, orders, notices and directions, consents or permission made under it and any condition attaching to it.
- 1.2.5 Headings are included for convenience only and will not affect the interpretation of this Agreement or any schedule.
- 1.2.6 References to clauses, recitals and schedules are to clauses of, and recitals and schedules to, this Agreement.
- 1.2.7 References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 1.2.8 Subject to the other provisions of this Agreement, reference to the Land in this Agreement will include a reference to any lot created by the subdivision of the Land or any part of it.
- 1.2.9 Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 1.2.10 Where a word or phrase is given a definite meaning in this Agreement a part of speech or other grammatical form for that word or phrase has a corresponding meaning.

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## 2. Owners' covenants

- 2.1 The Owner acknowledges and agrees that, subject to clause 3:
  - 2.1.1 Prior to the issue of a Statement of Compliance for any stage of subdivision or any buildings and works that would otherwise trigger payment of the Development Infrastructure Levy of the Land it will pay to Council the Development Infrastructure Levy required for that stage unless otherwise agreed in writing by the Council.
  - 2.1.2 Prior to the issue of a Statement of Compliance for any stage of subdivision of the Land which would trigger a Provision Trigger, unless otherwise agreed with the Council it will deliver the triggered Infrastructure Project to the satisfaction of Council in accordance with this Agreement.

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- 2.1.3 In the event that the Owner seeks to amend the PIP for the Planning Permit or any Further Planning Permit it agrees to seek to amend the PIP for all planning permits issued affecting the Land.
- 2.1.4 All land transferred or vested in Council under this Agreement or any other authority following the completion of an Infrastructure Project must be:
- (a) free of all encumbrances (other than those approved by Council or any other relevant authority or government agency for the provision of services) and graded except as agreed by Council;
  - (b) Serviced (except for roads) to the satisfaction of Council; and
  - (c) free from surface rock, rubbish and Contamination to the satisfaction of Council except as agreed by Council.
- 2.1.5 Unless otherwise agreed in writing by the Council, all land transferred or vested in Council or any other authority must be accompanied by a certificate from the State Revenue Office certifying that GAIC has been paid in respect of that land and all GAIC liabilities in respect of the land must have been discharged.
- 2.1.6 Where liability of the Owner to pay GAIC is not triggered prior to transfer or vesting of any land to Council or another authority, or the Owner seeks to defer GAIC payment in accordance with the Act, the Council may agree in writing (subject to any conditions it sees fit) to accept the relevant land without discharge of GAIC liability in which case the Owner:
- (a) indemnifies the Council in respect of the GAIC liability;
  - (b) must provide the Council with a bank guarantee from a banking institution approved by Council to the value of the GAIC liability prior to the issuing of a Statement of Compliance for the relevant plan of subdivision and/or the transfer of the land;
  - (c) agrees that the Council may call upon the bank guarantee at its discretion to discharge any GAIC payment that becomes due and payable by Council in the event that the Owner does not pay such liability within 30 days of a written request of the Council;
  - (d) must provide replacement bank guarantee(s) from a banking institution approved by Council by no later than 30 June each year to account for any increase in the GAIC rate specified under the Act.
  - (e) And in any case must pay the GAIC amount to Council:
    - (i) within 5 years transfer or vesting of the land in Council (whether triggered by a Council activity at that time or not); or
    - (ii) or within 30 days of a written request by Council if a Council activity on the relevant land triggers a GAIC payment;

at which time the Council must return the bank guarantee to the Owner and shall assume all obligations in relation to the payment of the GAIC amount.

- 2.1.7 In respect of land vested in Council:

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- (a) the values in this Agreement are intended to replace the market value and any other method of calculating compensation payable to a person under the Land Acquisition and Compensation Act 1986 and the Act in respect of land;
- (b) upon payment being made in accordance with this Agreement whether as a monetary amount or by a credit in respect of the value in the Works Schedule, unless or any other amount is agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of the land; and
- (c) unless expressly provided to the contrary, where one party is required to transfer or vest land to or in the other party, the party transferring or vesting the land to or in the other party is responsible for the payment of all reasonable costs and disbursements associated with that transfer or vesting as the case may be.

2.1.8 The Development Infrastructure Levy amount in clause 2.1.1 of this Agreement must be adjusted in accordance with the DCP.

2.2 The parties agree that should the Owner have paid to the Council the Development Infrastructure Levy for the entire area of the Land prior to the issue of the Statement of Compliance for any stage of subdivision for the Land or any buildings and works that would otherwise trigger payment of the Development Infrastructure Levy, no further Development Infrastructure Levy will be due to be paid by the Owner under this Agreement with respect to the development of the Land.

2.3 Any amount due under this Agreement but unpaid or not offset by a credit under clause 3 by the due date incurs interest at the rate prescribed under section 172 of the Local Government Act 1989 and any payment made shall be first directed to payment of interest and then the principal amount owing.

2.4 Notwithstanding anything contained in this Agreement, no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.

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### **3. Works in lieu of development contributions**

#### **Credit**

3.1 The parties acknowledge and agree that:

3.1.1 the Owner must in accordance with the PIP, construct or cause to be constructed Works or transfer or vest land in Council or any other authority as part of an Infrastructure Project (works-in-kind) and will receive a credit for the cost of that Infrastructure Project against the obligation to pay the Development Infrastructure Levy. Credits for works-in-kind will accrue on Practical Completion for the relevant Works unless otherwise agreed by Council in writing.

3.1.2 the credit to which the Owner shall be entitled to in respect of works-in-kind as referred to in clause 3.1.1 of this Agreement shall be the DCP Value where the whole of the project is provided or a percentage amount of the DCP Value equivalent to the percentage of the project completed, indexed in accordance with section 3.1.6 of the DCP unless expressly agreed in writing between the Council and the Owner. Such indexation will commence on the dates indicated in the note



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in the Works Schedule and the DCP Values will be revised on the anniversary of those dates;

- 3.1.3 the Owner must carry out the Works at its own cost and is responsible for all design and construction risks in relation to the Works; and
- 3.1.4 the Council has no responsibility for any costs incurred by the Owner in carrying out the Works other than variations to those Works undertaken at the written request of the Council where such variation is made subsequent to the issue of an approval to clause 3.6 of this Agreement.
- 3.1.5 Where the Owner has accrued works-in-kind credit which is in excess of the Development Infrastructure Levy liability under the DCP, the credit will be carried forward to offset future Development Infrastructure Levy liability. The credit balance will be indexed annually in accordance with Australian Bureau of Statistics 6401.0 Consumer Price Index CPI (All Groups) Melbourne to adjust for the effects of inflation. The first indexation will be applied on a prorata basis from the date Statement of Compliance was issued in respect of the development of the Land where a credit balance accrues to the end of that financial year (30 June). From that point on, the credit balance as exists at financial year end (30 June) will be indexed on that date until the Owner's credit has been fully exhausted, or only where the development of the Land is complete, the Credit has been paid out to the Owner if there is no further Development Infrastructure Levy liability to be offset.
- 3.1.6 The arrangements contemplated in clause 3.1 of this Agreement will not be a bar to the earlier issuance by Council of one or more Statements of Compliance for plans of subdivision provided such plans of subdivision do not trigger a Provision Trigger and any Development Infrastructure Levy liability is paid or offset by a works-in-kind credit.
- 3.1.7 In the event that the value of a Infrastructure Project changes in the DCP through the review process at Clause 3.1.7 of the DCP, the Owner may, in its absolute discretion, elect to pay the Development Infrastructure Levy in rather than undertaking Works and must submit an amended PIP for endorsement accordingly.

#### **Payment of Credit**

- 3.2 When an entitlement for a credit arises under clause 3.1 of this Agreement, an amount equal to the DCP Value (indexed in accordance with clause 3.1.2) is to be provided to the Owner as a credit against liability to pay a Development Infrastructure Levy, or if the value of all credits provided to the Owner exceeds the Owner's liability to pay a Development Infrastructure Levy for the full development of the Land, then, subject to clause 3.8, as a cash payment upon issue of a Statement of Compliance in respect of the final stage or Practical Completion of the final Infrastructure Project (whichever is the latter),
- 3.3 No payment of any Credit will occur before the full development of the Land unless otherwise agreed by Council.
- 3.4 Where a monetary payment is to be paid to the Owner under clause 3.2 of this Agreement it will be paid within 90 days of the event that triggers payment (other than due to any variations to the Works undertaken at the written request of Council).

#### **Approved Plans**

- 3.5 The Owner must prepare plans for each Infrastructure Project to the satisfaction of Council and submit such plans to Council for approval.

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- 3.6 Upon the approval by the Council of the Approved Plans there will be no further variations to the Approved Plans without the prior written agreement of the Council in its capacity as responsible authority.
- 3.7 The Works undertaken by the Owner for an Infrastructure Project must:
  - 3.7.1 be constructed in accordance with the Approved Plans;
  - 3.7.2 accord with any conditions on the Approved Plans;
  - 3.7.3 be constructed to the satisfaction of Council;
  - 3.7.4 be in accordance with the specifications, requirements and any necessary approvals of all relevant authorities;
  - 3.7.5 be maintained free of defects for a period of 3 months from the date of that the works vest in Council pursuant to clause 7.1. or the date of Practical complete where the land is already vested in Council;
  - 3.7.6 comply with any State or Federal law.

#### **Credit Rollover**

- 3.8 In the event that the Owner may be provided with a cash payment by Council in accordance with clause 3.2 of this Agreement, the Council may at the request of the Owner, using its absolute discretion, apply such credit as a paid Developer Infrastructure Levy to any other parcel of land (which is additional to the Land which are contemplated by this Agreement) within the DCP which is owned by the Owner.
- 3.9 If any credit is to be applied to other land parcel/s in accordance with clause 3.8 of this Agreement, the parties agree to use best endeavours to either amend this Agreement in accordance with the Act, or enter into a new agreement containing the same terms as this Agreement, such that it applies to the new title of land and such that it reflects the Infrastructure Projects that remain to be completed by the Owner. Council agrees that it will thereafter register such agreement on that new title of land.

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#### **4. Further Covenants of the Owners**

- 4.1 The Owner warrants and covenants with the Council that:
  - 4.1.1 Save as shown in the certificate of title to the Land , there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the 85 Davis Road Land, or any part thereof and not disclosed by the usual searches.
  - 4.1.2 No part of the Land is subject to any right obtained by adverse possession.
  - 4.1.3 Other than as disclosed (or in respect of a future Developed Lot) it has not entered into any contract of sale or lease in respect of the Land or any part thereof which option, contract or lease is still subsisting.
  - 4.1.4 Until this Agreement is recorded on the folio of the register which relates to the Land it will not after the date of this Agreement sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first providing to their successors a copy of this Agreement.

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- 4.1.5 The Owner will within 28 days of written demand pay to the Council the Council's reasonable costs (including legal costs) and expenses of and incidental to the preparation, execution any amendment of, and registration and if the Owner is in breach of this Agreement enforcement of the Agreement and the consideration, assessment negotiation and registration of any proposed amendment to this Agreement. To the extent that such costs and expenses constitute legal professional costs, the Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties shall be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner. Such costs payable by the Owner shall include the costs and disbursements associated with the registration of the Agreement on the titles to the Land and removal therefrom.
- 4.2 Subject to clauses 10 and 22, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, it, and the Owner's successors in title, will:
- 4.2.1 give effect to, do all acts and sign all agreements requiring those successors to give effect to this Agreement; and
- 4.2.2 execute a deed agreeing to be bound by this Agreement.

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**5. Council's covenants**

The Council agrees that:

- 5.1 It must apply the Development Infrastructure Levy paid by the Owner towards the construction of Infrastructure Projects.
- 5.2 The total of the Development Infrastructure Levy paid by the Owner, will be held and applied by the Council as a payment under the DCP.
- 5.3 When the Works for an Infrastructure Project have reached completion to the satisfaction of Council, the Council must issue Practical Completion for those Works.

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**6. Application of contributions**

The parties acknowledge and agree that:

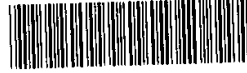
- 6.1 The Council may in its absolute discretion determine how, and to which Infrastructure Projects, it directs the application of the Development Infrastructure Levy;
- 6.2 In the event that the Council has insufficient funds to complete all Infrastructure Projects under the DCP, it must apply towards the Infrastructure Projects any funds it has received from the Owner as a Development Infrastructure Levy in accordance with the DCP and the Act; and
- 6.3 The Council will account for all Development Infrastructure Levy payments made by the Owner within an account relevant to the DCP. All funds will be held within an interest bearing account with a major Australian trading bank.
- 6.4 The Council are to provide a quarterly report on request by the Owner detailing the status of the account.

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- 6.5 The Council will maintain a record of any credit accrued pursuant to clause 3.1 in relation to the Land, and update that record from time to time as necessitated by the application of the credit against the obligation to pay a Development Infrastructure Levy or the delivery of further DCP items by the Owner or the transfer of credit in accordance with clause 18.3. The Council will provide a quarterly report on request by the Owner of any credit to which the Owner is entitled to.

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**7. Transfer of ownership of works**

- 7.1 The ownership of the land containing the Works and the Works will transfer to the Council upon registration of the plan of subdivision relating to the Provision Trigger.
- 7.2 All Works undertaken by the Owner will be subject to a bank guarantee or other form of security to the satisfaction of Council to the value of 5% of the cost of the Works for a period of 3 months from ("Maintenance Period"):
- 7.2.1 the date of Practical Completion; or
- 7.2.2 in the case of Works that are situated on private land, the transfer of title in respect of that land to Council or any other relevant authority or government agency.
- 7.3 In the event that the Works are not maintained to Council's satisfaction for the Maintenance Period, the Council may, in the event of the Owner not complying with a written direction from the Council to undertake the necessary maintenance and in its discretion, use the bank guarantee provided under clause 7.2 of this Agreement, or any other form of security as is provided as the case may be to correct any defects in the Works undertaken. The bank guarantee or other form of security will be returned to the Owner after the expiry of the maintenance period less any monies utilised to correct any defects in the Works.

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**8. Public open space**

- 8.1 Subject to clause 8.2, the Owner must provide to Council public open space or cash in lieu of public open space:
- 8.1.1 as required under clause 52.01 of the Planning Scheme, the PSP and the DCP;
- 8.1.2 at the direction of and to the satisfaction of the Council.
- 8.2 The Council acknowledges and agrees that where the public open space provision on the Land is in excess of percentage open space requirements for subdivision of land under the Planning Scheme, the Owner is entitled to cash reimbursement from Council to equalise the value of the excess contribution of the public open space as determined in accordance with R26 within the PSP and section 3.1.4 of the DCP (as amended from time to time).
- 8.3 Council will pay to the Owner any cash reimbursement under clause 8.2 within 120 days of the end of the development of the Land.
- 8.4 Nothing in this Clause 8 derogates from the requirement of the Owner to undertake landscaping throughout the Land in accordance with the requirement of the Planning Permit or any Further Planning Permit.

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**9. Registration of Agreement**

The parties agree and the Owner acknowledges that the Council will forthwith after the execution of the Agreement register the Agreement on the titles of the Land pursuant to the provisions of Section 181 of the Act.

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**10. Not used**

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**11. Amendment**

This Agreement may be amended only in accordance with the requirements of the Act.

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**12. Waiver**

No waiver by any party of any default in the strict and literal performance of or compliance with any provision condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

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**13. No fettering of Council's powers**

- 13.1 The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the 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.
- 13.2 For clarity, nothing in this Agreement which provides for the provision of contributions to the Infrastructure Projects shall fetter the Council's ability to require the Owners to

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**14. Notice**

- 14.1 All notices and other communications provided for or permitted by this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the addresses of the parties as specified in this Agreement or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:
- 14.1.1 not later than two business days after being deposited in the mail with postage prepaid;
- 14.1.2 when delivered by hand;

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- 14.1.3 if sent by email upon production of a delivery confirmation report received by the sender which records the time the email was delivered unless the sender received a delivery failure notification; or
- 14.1.4 if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

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**15. Costs on Default**

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

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**16. Jurisdiction**

This Agreement will be governed by and construed in accordance with the law of the State of Victoria and each of the parties hereby submits to the jurisdiction of the Courts of the State of Victoria and the Victorian Civil and Administrative Tribunal.

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**17. Invalidity of any Clause**

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

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**18. Agreement Binding on Successors of Owner**

- 18.1 Subject to clause 22, this Agreement will extend to and bind the Owners' successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them shall also be binding on their successors transferees purchasers mortgagees and assigns as if each of them had separately executed this Agreement.
- 18.2 Nothing in this Agreement prevents the Council from endorsing a public infrastructure plan and entering into arrangements with another person which apply to the Infrastructure Projects listed in the Schedule provided that reasonable prior notice is , provided to the Owner and opportunity given to make any consequential amendments to the PIP given.
- 18.3 Council acknowledges that the credit accrued to the Owner under this Agreement may be transferred by the Owner:
  - 18.3.1 In the event that the Owner were to transfer part of the Land to another person it may also in writing transfer an amount of credit to that person not exceeding the future Development Infrastructure Levy obligations for the transferred land.
  - 18.3.2 In the event that the Owner were to transfer all of the Land to another person (or such part of the land that remains undeveloped) then any credit at the time of that transfer will pass to the transferee.

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- 18.3.3 The obligation upon Council to pay a credit under Clause 3.2, 3.3, 3.4 remains in place such that no credit payment will be made to any person until completion of full development of the Land, unless otherwise agreed with Council in writing.

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**19. Not used**

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**20. Joint obligations**

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

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**21. Gst**

- 21.1 In this clause, 'GST Act' means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 21.2 Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.
- 21.3 Amounts payable and consideration provided under or in respect of this Agreement are GST exclusive.
- 21.4 The recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document.
- 21.5 A party is not obliged, under clause 21.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

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**22. Withholding Tax**

- 22.1 If Subdivision 14 –D of Schedule 1 of the Taxation Administration Act 1953 (Cth) (**Tax Act**) applies to the transfer or vesting of any land pursuant to the terms of this Agreement, and the Owner does not provide a Clearance Certificate to the Council, the Owner indemnifies the Council against any penalties, fines, legal costs, claims, losses or damages which the Council may incur due to the Owner's non-compliance with the Tax Act.
- 22.2 If the Owner gives to the Council a clearance certificate issued by the Commissioner of Taxation under subsection 14-220 of Schedule 1 of the Tax Act (**Clearance Certificate**), the Council must not withhold any money payable by the Council to the Owner, or any Credits attributable to the Owner pursuant to this Agreement, for the purpose of Subdivision 14-D of Schedule 1 of the Tax Act



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**23. The parties agree**

- 23.1 The Council and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to give full effect to the terms of this Agreement and to enable the Council to register this Agreement on the titles to the 85 Davis Road Land in accordance with the Act.
- 23.2 The Agreement shall commence on the date that it bears.
- 23.3 This Agreement shall end or cease to apply to a Developed Lot (as the case may be) on the Termination Date.
- 23.4 Upon the issue of a Statement of Compliance for a stage of development of the Land, the Council will, at the request and cost of the Owner, issue the Owner (or as the Owner may direct) with a signed application to the Land Registry under section 183(1) of the Act to remove the recording of this Agreement in the Register on the folio or folios of the register which relates to each of the individual lots (not including lots which Council considers, acting reasonably, are intended to further subdivided in any subsequent stage of development) within that stage of subdivision so as to enable the sale of the individual lots within that stage to proceed unencumbered by this Agreement.

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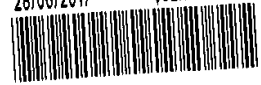
**24. Limitation of liability**

- 24.1 The Owner enters into this Agreement solely in its capacity as trustee of the following trusts (each a "Trust") and in no other capacity:
- 24.1.1 Diggers Rest Trust A;
- 24.1.2 Diggers Rest Trust B; and
- 24.1.3 Diggers Rest Trust C.
- 24.2 A liability arising under or in connection with this Agreement can be enforced against the Owner only to the extent to which it can be satisfied out of the property of the Trust out of which the Owner is actually indemnified for the liability.
- 24.3 The limitation of the Owner's liability contained in this clause 23 applies notwithstanding any other provisions of this Agreement and extends to all liabilities and obligations of the Owner in connection with this Agreement.
- 24.4 Council may not sue the Owner in any capacity other than as trustee of the Trust, including seeking the appointment to the Owner of a receiver (except in relation to the property of the Trust), a liquidator, administrator or any other similar person.
- 24.5 The provisions of this clause 23 will not apply to any liability or obligation of the Owner to the extent there is a reduction in the extent of its indemnification out of the assets of the Trust as a result of the operation of the law or the application of any provision of the Trust's constitution or to the extent the liability arises out of the Owner's own fraud, gross negligence or breach of trust or breach of duty.



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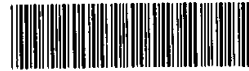
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**25. Termination of Previous Agreement**

- 25.1 The Parties agree that the Previous Agreement will end pursuant to section 177(2) of the Act at the time that the Registrar of Titles makes a recording of this Agreement in the Register, pursuant to section 181(3) of the Act.
- 25.2 After the ending of the Previous Agreement, Council will, at the request and expense of the Owner, inform the Registrar of Titles in the prescribed manner of the ending of the Previous Agreement pursuant to section 183(1) of the Act.

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## Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the Melton City Council  
was hereunto affixed in the presence of:





Councillor

Chief Executive Officer

Executed by Investa Nominees (2) Pty Ltd ACN 128  
351 011 in accordance with section 127(1) of the  
Corporations Act 2001 (Cwlth) by authority of its  
directors:

Signature of director

Name of director (block letters)

Signature of director/company secretary\*

\*delete whichever is not applicable

Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

Executed by Avid Property Group Nominees Pty  
Ltd ACN 088 212 631 in accordance with section  
127(1) of the Corporations Act 2001 (Cwlth) by  
authority of its directors:



Signature of director

Cameron Holt

Name of director (block letters)

Signature of director/company secretary\*

\*delete whichever is not applicable

Nicole Bannerman (17.05.2017)  
Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable

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## **MORTGAGEE'S CONSENT - ANZ Fiduciary Services Pty Ltd**

**ANZ FIDUCIARY SERVICES PTY LTD (ACN 100 709 493)** as mortgagee under mortgage No. AM391599T and mortgage No. AN150060H acknowledges and agrees to be bound by the terms of this Agreement as it affects the land the subject of the mortgage.

**DATED:**

SIGNED for and on behalf of ANZ  
Fiduciary Services Pty Limited by  
**KIT LIEW**

who certifies that she/he is a

**MANAGER**

Agency Services, of Australia and  
New Zealand Banking Group Limited  
pursuant to Power of Attorney  
Registered

dated **20/11/15** in the presence of:

Witness:

**Alison Carlin**

Attorney

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## ANNEXURE A

Schedule has been updated to reflect current DCP rates as at the date of this Agreement.

Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
CI01	Community Facilities	Local Town Centre	Multi-purpose Community Centre (Local Town Centre). Purchase of land (0.8 hectares) and construction of all components of a level 2 multi-purpose community centre, including kindergarten, Maternal & Child Health and meeting spaces	Provision of land (0.8 hectares)	Yes	\$1,000,000	100%	No earlier than 30 June 2016 and no later than 30 June 2017, or at such other time as agreed in writing by the Responsible Authority.
OS02	Active Recreation	Diggers Rest Community Hub	Indoor Active Recreation (Diggers Rest Community Hub). Purchase of 1.00 hectares for indoor recreation facility	Provision of land (1.00 hectares) for the Indoor Recreation Centre	Yes	\$1,250,000	100%	No earlier than 30 June 2017, and no later than 30 June 2018, or at such other time as agreed in writing by the Responsible Authority.

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**DOI:** 10.1002/jbm.b.10768

## Maddocks

Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
QSO3	Active Recreation	Diggers Rest Recreation Reserve	Diggers Rest Recreation Reserve (Diggers Rest Community Hub). Purchase of 1.00 hectares of additional land for Diggers Rest Community Hub (adjoining the existing Diggers Rest Recreation Reserve.)	Provision of land (1.00 hectares) for Diggers Rest Community Hub	Yes	\$1,250,000	100%	No earlier than 30 June 2017, and no later than 30 June 2018, or at such other later time as agreed in writing by the Responsible Authority.
RD02	Roads	Pedestrian operated Signals	Vineyard Road: Pedestrian Operated Signals (POS) Construction of pedestrian operated signals to be located on Vineyard Road (between Houdini Drive and Licence Road)	Vineyard Road: Pedestrian Operated Signals (POS) Construction of pedestrian operated signals to be located on Vineyard Road (between Houdini Drive and Licence Road)	Yes	\$323,039.30	100%	The issue of Statement of Compliance in which creates a Developed Lot within properties 7 or 8 as identified in the DCP.
RD03	Roads	Diggers Rest Township Road Upgrade	Diggers Rest Township: Road Upgrade Works.	Upgrade to Plumpton Road between Houdini	Yes	\$3,707,485.38	41%	The issue of Statement of Compliance for the last stage of development in



## Maddocks

Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
			Construction of road upgrade works within existing Diggers rest township	Drive and Licence Road		Plumpton Road Component \$1,525,914.32		property 4, as identified in the DCP, or no later than 31 December 2014, or at such later time as agreed in writing by the Responsible Authority.
IT02	Roads and Intersection	Interim Vineyard Road and Houdini Drive Signalised Intersection	Vineyard Road and Houdini Drive: Intersection. Construction of 4-way intersection (interim layout). Purchase of 0.17 hectares of additional required land (ultimate land take)	Vineyard Road and Houdini Drive: Intersection. Construction of 4-way intersection (Interim layout) delivering full 340 metre extent of interim Houdini through the NAC. Purchase of 0.17 hectares of additional land required (ultimate land take)	Yes	\$7,594,726.90  Interim intersection with 340 lineal metres of Houdini Drive \$3,011,490.76  Provision of Land 0.17 hectares \$66,000	40%	Prior to the occupancy of a building in the town centre, as defined in the concept plan – figure 2 of the PSP.
IT02	Roads and Intersection	Interim Houdini and Vineyard Signalised Intersection	Vineyard Road and Houdini Drive: Intersection. Construction of 4-way intersection (interim layout). Purchase of 0.17 hectares of additional	Vineyard Road and Houdini Drive: Intersection. Construction of 4-way intersection (Interim ultimate) as identified in the DCP.	Yes	\$7,594,726.90  Balance of DC project value Interim intersection \$4,517,236.14	60%	When both of the following have occurred: 1. The issue of Statement of Compliance for the 425 <sup>th</sup> Developed Lot within the 85 Davis Road Land and 2. The occupancy of a building within the town centre.

**AN984413X**

28/06/2017 \$92.70 173



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**Maddocks**

Infrastructure Project Number under DCP	Category (e.g. roads, open space etc)	Infrastructure Project Summary	Infrastructure Project Description	Description of Works	Provided as Works-in-kind	DCP Value	Percentage of DCP Value to be provided	Provision Trigger
			required land (ultimate land take)					Or, at the issue of Statement of Compliance for the stage that contains the 800 <sup>th</sup> Developed Lot in the PSP area, whichever occurs first.
IT03	Roads and Intersection	Vineyard Road and Licence Road Intersection	Vineyard Road and Licence Road: Intersection. Construction of roundabout (interim layout). Purchase of 0.45 hectares of additional required land (ultimate land take)	Vineyard Road and Licence Road: Intersection. Construction of roundabout (interim layout).	Yes	\$4,911,040.35  Intersection Construction \$4,736,040.35  Land take relates to others	96%	The issue of Statement of Compliance for the stage that contains the 1000 <sup>th</sup> Developed Lot within the PSP area;  Or, the construction of either leg of the east-west extension to Licence Road where it intersects with Vineyard Road, whichever occurs first.
IT05	Roads and Intersection	Diggers Rest-Coimadai Road and North South Connector Intersection	Diggers Rest-Coimadai Road and North South Connector: Intersection. Construction of intersection (interim layout). Purchase of 0.20 hectares of additional	Diggers Rest-Coimadai Road and North South Connector: Intersection. Construction of intersection (interim layout). Purchase of 0.20 hectares of additional	Yes	\$3,035,180.29	100%	The issue of Statement of Compliance for the first stage in property 6 or the employment land component of property 7 as identified in the DCP.





# G1 Application to Record Notification

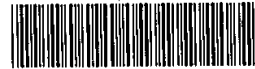
Section 201UB Planning and Environment Act 1987

Use to notify the Registrar of land subject to GAIC

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

AH462111E

30/08/2010 \$0 201UB



## Read this before you start

- ① Fill page 1 online    ② Print form single sided    ③ Sign with a blue or black pen

## Purpose

The Growth Areas Authority applies to the Registrar of Titles to record a notification on the folio(s) of the Register described at item 1 that a growth areas infrastructure contribution may be payable.

## 1. What land is subject to GAIC?

Land Title 1

Volume Folio

Land Title 2

Volume Folio

Other Land Titles

see attached list

## 4. Does the lodging party have a customer code?

No Go to question 5

Yes ☒ What is the customer code? Reference

14273H

D/10/7728

## 5. Lodging party details

Lodging party

Given Name(s)

Family Name/  
Company Name

Growth Areas Authority

Phone

Address

No.

Street

Suburb

Postcode

## 2. Signature/s

Growth Areas Authority

Signature

Name of Signatory

Peter Seamer

## 3. Date (dd/mm/yyyy)

30/08/2010

## You may lodge this form in two ways:

### 1. In person

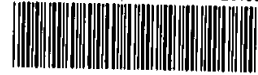
Level 9, 570 Bourke Street  
Melbourne 3000

### 2. By mail

P.O. Box 500  
East Melbourne 3002

**AH462111E**

30/08/2010 \$0 201UB



Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
139/601	4594/635	8162/673	8541/356	8739/787	8842/134	8900/292
267/330	4658/415	8204/400	8541/357	8739/788	8842/135	8900/293
267/340	4787/225	8210/486	8547/501	8739/789	8842/136	8900/294
451/167	4953/483	8215/864	8547/977	8739/792	8842/137	8900/295
489/649	4964/677	8218/032	8547/978	8739/793	8850/019	8900/296
638/571	5350/889	8231/931	8547/980	8739/794	8857/981	8900/297
647/382	5507/303	8269/013	8547/981	8739/795	8865/396	8900/298
824/704	5600/900	8294/813	8569/350	8739/796	8869/771	8900/299
1031/051	5804/612	8309/576	8576/382	8739/797	8869/772	8900/300
1178/419	5910/840	8310/126	8576/384	8742/589	8869/773	8900/301
1226/165	5990/959	8310/127	8581/146	8742/590	8874/217	8900/302
1233/491	6015/996	8321/655	8592/852	8742/591	8877/852	8900/303
1251/127	6020/949	8349/370	8592/853	8742/592	8877/853	8900/304
1264/604	6043/546	8368/998	8592/876	8742/593	8888/081	8900/305
1505/901	6122/329	8378/211	8592/884	8742/594	8889/985	8900/306
1978/595	6135/000	8378/214	8592/885	8742/595	8894/157	8900/307
2041/108	6160/901	8378/215	8600/690	8742/596	8894/158	8900/308
2090/953	6168/483	8378/216	8603/842	8747/084	8894/694	8900/309
2220/934	6195/943	8378/217	8610/993	8747/085	8894/695	8900/310
2534/731	6229/723	8378/218	8611/461	8747/086	8894/696	8900/311
2534/732	6244/608	8378/219	8622/411	8752/088	8894/697	8900/312
2759/636	6298/444	8378/220	8622/412	8755/679	8894/698	8900/313
2770/963	6330/985	8378/221	8622/988	8755/751	8894/701	8900/314
2862/217	6437/282	8378/222	8622/989	8755/752	8894/702	8900/315
2946/200	6565/988	8378/223	8622/990	8755/777	8894/703	8900/316
3099/656	6581/174	8378/226	8624/292	8755/778	8898/105	8900/317
3099/675	6647/398	8379/883	8624/293	8758/355	8900/259	8900/318
3132/225	6765/868	8379/885	8624/296	8766/992	8900/261	8903/211
3188/558	6765/869	8383/697	8624/297	8772/323	8900/262	8907/122
3352/400	6765/870	8389/202	8634/128	8790/501	8900/263	8907/619
3481/102	6911/045	8403/987	8646/467	8806/545	8900/264	8908/714
3487/224	6993/407	8411/050	8677/020	8807/338	8900/265	8908/715
3509/629	7186/016	8412/208	8678/242	8807/339	8900/266	8908/716
3619/739	7194/648	8421/635	8683/243	8807/340	8900/267	8909/407
3674/635	7275/803	8427/825	8683/252	8812/559	8900/268	8909/685
3702/397	7277/277	8435/031	8692/737	8816/670	8900/269	8919/214
3724/752	7505/065	8435/502	8693/511	8816/671	8900/270	8919/215
3879/632	7532/137	8457/262	8693/513	8816/672	8900/271	8922/593
3915/946	7649/107	8459/277	8693/514	8819/811	8900/272	8923/838
3919/701	7656/039	8475/919	8696/244	8819/812	8900/273	8923/839
3920/919	7659/121	8480/663	8698/895	8819/813	8900/274	8923/840
3948/518	7662/117	8486/685	8708/229	8819/814	8900/276	8923/841
3953/529	7785/042	8492/903	8708/464	8819/815	8900/277	8924/425
4012/379	8041/132	8492/904	8708/779	8820/924	8900/279	8930/457
4019/684	8041/399	8492/906	8709/198	8836/829	8900/280	8938/771
4019/685	8041/400	8502/405	8715/897	8836/830	8900/282	8942/740
4024/650	8066/282	8502/406	8732/244	8836/831	8900/283	8942/741
4129/609	8092/571	8510/185	8733/402	8838/412	8900/284	8950/971
4242/224	8096/369	8510/303	8733/403	8842/127	8900/285	8953/965
4252/349	8106/720	8510/304	8738/528	8842/128	8900/286	8954/141
4377/374	8106/721	8521/038	8739/591	8842/129	8900/287	8954/142
4382/319	8129/406	8532/426	8739/592	8842/130	8900/288	8954/143
4392/391	8141/370	8536/860	8739/593	8842/131	8900/289	8954/144
4477/215	8149/589	8536/861	8739/594	8842/132	8900/290	8954/145
4557/371	8162/010	8536/862	8739/786	8842/133	8900/291	8954/146

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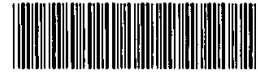
30/09/2010 \$0 201UB



Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
8954/147	9005/336	9109/390	9225/930	9375/943	9443/122	9501/212
8954/148	9007/431	9109/391	9227/202	9375/947	9443/123	9501/252
8954/149	9010/204	9109/392	9227/203	9375/948	9443/124	9501/253
8954/151	9019/365	9109/393	9227/630	9375/951	9443/125	9501/255
8954/152	9022/268	9109/394	9227/631	9381/442	9443/126	9503/048
8954/153	9026/900	9109/395	9227/632	9389/077	9443/127	9504/968
8954/154	9042/583	9109/396	9231/277	9391/274	9443/128	9508/441
8954/155	9045/320	9109/397	9231/540	9396/903	9443/129	9509/863
8954/156	9045/942	9109/398	9231/982	9396/904	9443/131	9509/864
8954/157	9047/883	9109/399	9242/592	9399/506	9443/132	9516/669
8954/158	9052/355	9109/400	9254/011	9399/609	9443/133	9522/663
8954/159	9052/576	9109/401	9255/485	9399/692	9443/134	9522/664
8954/160	9070/221	9109/402	9256/159	9402/918	9443/135	9523/453
8954/161	9070/222	9109/403	9256/160	9405/500	9443/136	9523/503
8954/162	9070/223	9109/404	9268/683	9413/116	9443/137	9523/631
8954/163	9070/225	9109/405	9286/465	9413/117	9443/138	9535/088
8954/164	9070/226	9109/406	9286/466	9413/118	9443/139	9541/064
8954/165	9070/705	9109/407	9290/653	9415/811	9443/140	9541/065
8954/166	9070/706	9109/408	9297/658	9418/765	9443/149	9541/066
8954/167	9070/707	9109/409	9297/966	9425/584	9443/891	9541/067
8954/168	9070/708	9109/410	9304/796	9426/840	9443/892	9541/068
8954/169	9070/709	9109/411	9304/797	9426/841	9443/893	9545/891
8954/170	9070/710	9114/376	9304/798	9426/842	9443/894	9545/892
8954/171	9070/711	9114/377	9304/799	9426/843	9443/895	9551/105
8954/172	9070/712	9116/690	9304/800	9427/544	9449/203	9551/528
8954/174	9070/714	9116/691	9304/801	9427/545	9449/296	9551/550
8954/175	9070/715	9116/692	9304/802	9427/546	9449/754	9557/785
8954/176	9070/716	9116/693	9310/308	9427/547	9450/276	9562/454
8964/441	9070/717	9121/387	9312/072	9427/548	9450/277	9562/576
8965/616	9070/718	9127/837	9313/324	9427/549	9450/644	9562/578
8966/832	9070/719	9127/838	9316/884	9427/550	9450/645	9562/579
8968/228	9070/721	9127/839	9317/330	9427/551	9455/030	9567/415
8968/229	9070/722	9127/840	9317/333	9427/552	9455/031	9567/620
8972/099	9070/723	9128/176	9320/879	9427/553	9455/673	9567/621
8973/033	9072/040	9129/521	9325/244	9428/262	9460/163	9567/622
8973/034	9072/041	9131/866	9330/229	9431/900	9461/294	9570/889
8975/169	9075/435	9132/749	9330/230	9431/902	9465/003	9580/507
8975/839	9075/436	9132/777	9330/231	9433/597	9472/269	9597/854
8975/840	9075/462	9135/164	9330/233	9436/966	9474/075	9597/855
8975/877	9075/463	9153/820	9330/234	9436/967	9474/640	9599/616
8993/430	9075/464	9153/821	9332/088	9436/968	9476/274	9601/885
8994/128	9075/465	9157/636	9332/811	9437/677	9478/666	9606/826
8994/129	9075/466	9157/637	9341/958	9437/678	9478/667	9611/723
8994/130	9075/467	9157/638	9341/959	9437/679	9482/981	9621/312
8994/131	9075/468	9157/639	9341/960	9437/680	9484/167	9622/084
8995/457	9075/469	9157/835	9341/962	9437/681	9485/593	9622/085
9001/452	9080/872	9166/830	9347/470	9437/682	9485/594	9623/604
9001/453	9085/531	9166/837	9352/804	9437/683	9491/527	9623/605
9001/454	9099/906	9169/393	9361/565	9441/160	9495/269	9623/606
9001/455	9101/032	9169/394	9361/566	9442/494	9498/310	9623/607
9001/456	9102/501	9181/445	9366/602	9443/117	9500/229	9623/608
9001/457	9102/502	9181/446	9371/922	9443/118	9500/951	9623/609
9001/458	9108/040	9208/354	9375/940	9443/119	9500/952	9623/610
9001/459	9109/388	9210/643	9375/941	9443/120	9500/953	9623/611
9002/160	9109/389	9210/921	9375/942	9443/121	9501/211	9623/612

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Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
9623/613	9673/428	9728/543	9829/356	9970/948	10075/222	10204/122
9623/614	9674/805	9728/544	9829/357	9970/951	10079/554	10204/123
9623/615	9675/726	9728/545	9829/358	9970/952	10079/690	10204/124
9623/616	9677/740	9728/546	9830/401	9970/953	10083/993	10215/726
9623/617	9679/029	9728/547	9830/402	9970/954	10086/279	10216/287
9623/619	9679/033	9728/548	9830/403	9972/230	10086/280	10216/288
9626/019	9679/311	9740/398	9830/404	9972/231	10090/359	10224/123
9626/020	9684/869	9742/415	9832/647	9972/232	10090/360	10240/186
9626/953	9687/142	9746/039	9840/914	9972/233	10090/361	10240/187
9626/955	9687/143	9748/454	9840/915	9972/234	10090/362	10240/188
9626/956	9687/144	9748/556	9849/394	9972/235	10090/363	10240/535
9626/957	9687/145	9748/557	9849/395	9972/236	10090/364	10246/337
9630/212	9688/099	9748/558	9861/497	9972/237	10090/365	10246/575
9630/984	9688/101	9750/863	9865/261	9972/238	10091/035	10250/581
9630/990	9688/102	9759/775	9874/890	9987/218	10091/036	10252/421
9630/992	9688/103	9759/776	9882/117	9987/219	10091/277	10252/422
9630/994	9688/104	9759/778	9885/340	9987/220	10092/073	10252/423
9633/191	9688/105	9759/779	9885/341	9987/221	10092/778	10252/424
9633/192	9688/106	9759/780	9885/342	9987/222	10092/780	10252/425
9633/683	9688/107	9760/269	9905/357	9987/223	10096/166	10252/427
9634/398	9691/598	9764/099	9905/358	9987/224	10098/928	10252/428
9634/399	9692/231	9764/100	9905/359	9987/225	10099/872	10252/429
9634/400	9693/576	9764/101	9910/749	9997/135	10100/202	10254/071
9638/744	9694/005	9765/602	9918/721	10003/280	10105/316	10262/461
9644/523	9694/335	9765/603	9918/722	10003/281	10105/927	10262/462
9649/080	9695/440	9766/531	9923/709	10014/256	10105/928	10266/617
9649/081	9696/624	9766/532	9923/710	10014/257	10106/700	10266/618
9649/082	9702/390	9767/467	9923/711	10027/604	10109/025	10266/741
9649/083	9705/352	9768/570	9923/712	10027/605	10109/636	10266/742
9650/368	9707/102	9768/571	9947/123	10027/606	10109/637	10266/743
9650/372	9708/147	9769/942	9947/617	10028/646	10112/478	10266/744
9650/990	9709/028	9770/105	9947/618	10028/647	10112/479	10268/651
9650/991	9709/029	9770/106	9947/619	10032/880	10112/670	10268/652
9651/522	9712/250	9770/107	9948/964	10032/881	10112/671	10268/653
9651/523	9713/988	9774/204	9948/965	10036/124	10112/672	10268/654
9651/524	9714/155	9775/458	9950/364	10037/611	10112/673	10277/878
9651/525	9714/156	9792/813	9951/490	10041/276	10112/674	10285/602
9651/526	9720/177	9793/360	9952/991	10041/277	10115/393	10285/603
9651/527	9724/873	9793/942	9957/021	10041/371	10120/421	10290/323
9651/528	9724/874	9793/943	9957/022	10042/477	10129/463	10290/892
9658/130	9724/875	9795/892	9957/039	10042/478	10130/052	10301/438
9658/132	9724/876	9800/718	9957/043	10044/151	10130/069	10303/154
9659/213	9724/877	9800/719	9957/044	10048/733	10131/615	10313/134
9660/062	9724/878	9806/588	9957/078	10050/965	10153/600	10313/135
9662/160	9724/879	9806/589	9960/867	10053/295	10153/601	10313/734
9665/565	9724/880	9811/874	9965/837	10053/790	10153/602	10315/519
9666/175	9724/881	9814/220	9965/838	10053/791	10154/036	10316/140
9666/176	9726/419	9820/889	9965/839	10060/124	10156/380	10316/288
9666/183	9726/420	9821/870	9965/840	10062/529	10156/381	10316/289
9666/184	9728/023	9823/135	9965/841	10062/530	10159/328	10316/290
9666/185	9728/024	9823/136	9970/942	10070/496	10162/885	10316/349
9666/186	9728/025	9823/137	9970/943	10073/293	10164/963	10316/350
9670/658	9728/537	9823/138	9970/944	10073/294	10175/560	10318/536
9671/129	9728/539	9824/685	9970/945	10073/295	10185/068	10318/537
9673/427	9728/541	9826/511	9970/946	10073/296	10190/317	10333/066

**AH462111E**

30/08/2010 \$0 201UB



Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
10333/067	10526/721	10658/192	10792/448	10946/870	11132/117
10334/568	10528/300	10662/498	10797/261	10946/871	11132/118
10335/655	10528/301	10662/905	10797/262	10946/872	11132/119
10335/711	10531/043	10664/424	10799/136	10946/873	11132/121
10335/712	10531/176	10685/975	10799/137	10946/874	11132/122
10344/121	10531/177	10685/976	10800/510	10946/875	11139/257
10344/122	10531/178	10686/142	10800/511	10946/876	11139/643
10344/123	10532/115	10686/732	10802/054	10948/003	11139/652
10344/124	10544/086	10686/733	10802/055	10948/004	11139/655
10344/125	10545/750	10688/266	10802/058	10959/268	11139/664
10344/126	10548/731	10688/267	10807/165	10975/323	11139/674
10344/127	10552/867	10688/269	10813/586	10976/085	11139/675
10346/494	10556/170	10688/270	10817/337	10988/204	11152/077
10353/886	10558/304	10693/364	10817/338	10988/545	11161/381
10354/999	10561/160	10693/365	10817/868	10995/844	11161/384
10355/000	10561/161	10694/988	10819/698	10995/845	11161/386
10355/953	10561/162	10694/989	10820/188	10995/846	11164/783
10369/869	10561/163	10700/037	10820/189	10996/773	11179/263
10369/870	10562/111	10700/038	10822/044	10996/774	11179/264
10369/871	10562/294	10701/532	10822/045	11005/306	11179/265
10374/689	10566/432	10703/118	10828/645	11005/307	11179/266
10377/057	10566/433	10703/119	10828/646	11005/737	11179/267
10377/058	10570/229	10705/178	10828/647	11006/657	11179/268
10377/059	10570/230	10708/397	10831/730	11009/588	11179/269
10377/060	10571/375	10708/398	10831/731	11009/589	11179/270
10389/470	10571/376	10709/167	10842/954	11010/176	11179/271
10390/602	10588/637	10716/689	10842/955	11016/854	11179/272
10390/930	10593/753	10717/931	10847/300	11016/855	11179/273
10390/931	10593/754	10717/932	10848/470	11021/249	11179/274
10394/754	10594/817	10722/615	10849/145	11027/399	11179/479
10396/229	10611/318	10722/616	10849/430	11033/541	11179/674
10396/230	10611/319	10725/166	10849/432	11040/580	11182/695
10397/864	10611/320	10725/167	10850/783	11041/327	11190/398
10397/865	10611/397	10731/389	10853/767	11041/824	11191/485
10397/866	10611/398	10737/775	10853/768	11054/168	11191/486
10397/867	10618/032	10737/776	10854/734	11054/169	11196/226
10413/619	10620/794	10743/426	10861/940	11054/490	11196/588
10418/076	10620/795	10743/427	10870/979	11084/517	11208/128
10422/004	10629/942	10756/924	10870/980	11084/832	11208/177
10438/885	10632/525	10756/925	10871/183	11084/833	11208/231
10442/555	10632/526	10757/518	10871/184	11084/970	11208/537
10444/858	10632/527	10758/481	10875/508	11087/928	11208/608
10453/741	10632/738	10758/482	10880/402	11088/975	11208/625
10458/789	10632/904	10760/451	10880/694	11088/976	11209/231
10460/912	10632/966	10763/699	10893/028	11098/492	9488/220A
10465/096	10641/468	10773/948	10893/029	11098/493	
10465/836	10641/469	10773/949	10899/206	11103/769	
10469/542	10641/531	10786/540	10899/207	11109/680	
10469/543	10645/136	10786/541	10910/444	11111/297	
10470/800	10646/764	10788/845	10910/445	11115/575	
10470/801	10653/831	10788/846	10915/748	11115/576	
10477/531	10653/832	10788/847	10915/940	11117/092	
10495/800	10655/572	10791/617	10915/941	11117/093	
10498/611	10655/573	10791/618	10939/871	11121/146	
10526/720	10655/732	10791/977	10946/869	11126/028	

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

592439

## APPLICANT'S NAME & ADDRESS

MADDOCKS C/- INFOTRACK C/- LANDATA  
MELBOURNE

## VENDOR

AVID PROPERTY GROUP NOMINEES  
PTY LTD

## PURCHASER

## REFERENCE

356744

This certificate is issued for:

LOT D PLAN PS821100 ALSO KNOWN AS 146 DIGGERS REST-COIMADAI ROAD DIGGERS REST  
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE-SCHEDULE 5
- is within a MELBOURNE AIRPORT ENVIRONS OVERLAY - SCHEDULE 2
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 5
- and abuts a ROAD ZONE CATEGORY 1
- and is INCLUDED IN AN INVESTIGATION AREA AND MAY BE SUBJECT TO A  
GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE  
INFORMATION GO TO THE WEBSITE  
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE  
CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:  
(<http://vhd.heritage.vic.gov.au/>)

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

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

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

LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

27 June 2019

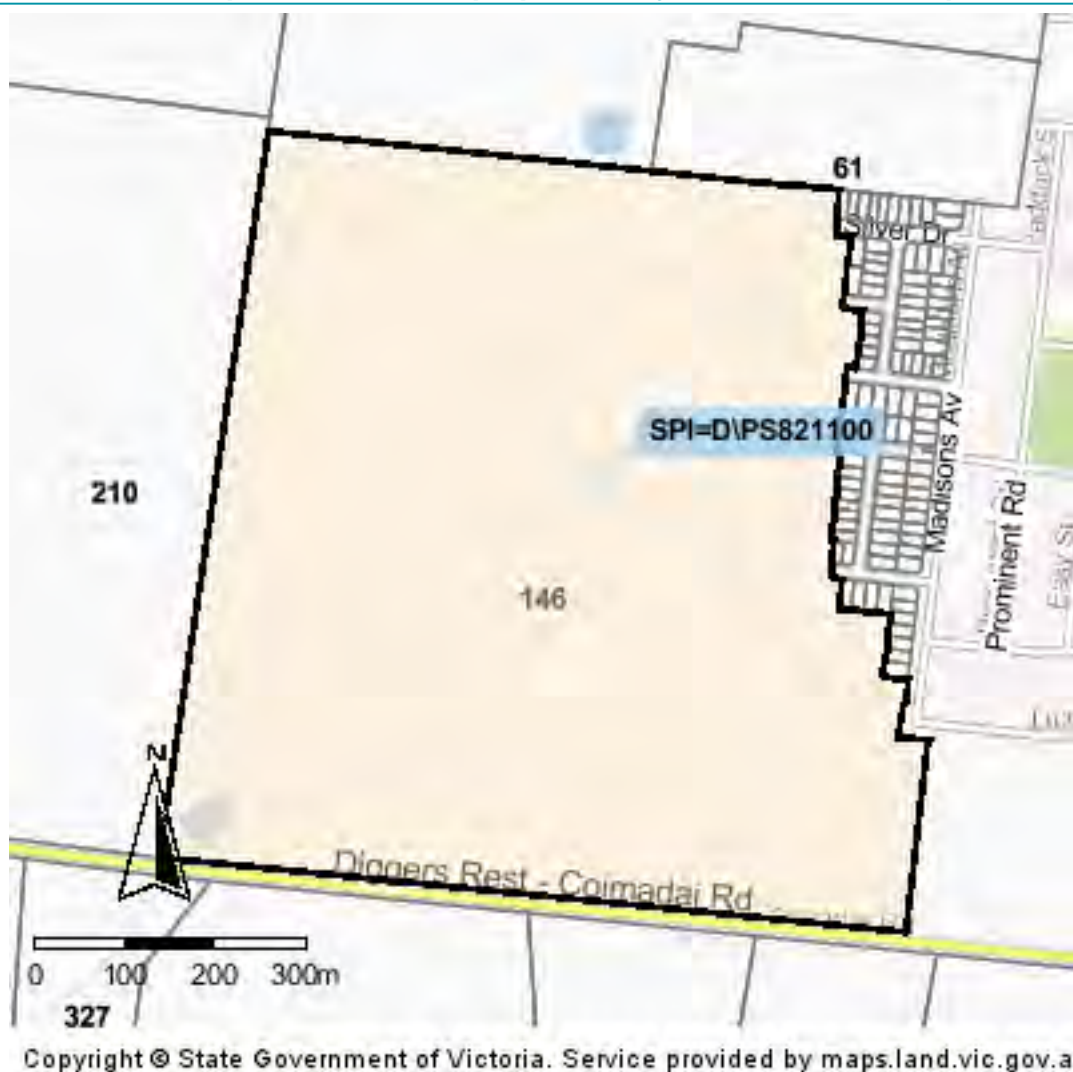
**Hon. Richard Wynne MP**  
**Minister for Planning**

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

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



## Choose the authoritative Planning Certificate

### *Why rely on anything less?*

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

## Privacy Statement

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

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 08 July 2019 04:23 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot D PS821100**  
Address: **146 DIGGERS REST-COIMADAI ROAD DIGGERS REST 3427**  
Standard Parcel Identifier (SPI): **D\PS821100**  
Local Government Area (Council): **MELTON**  
Council Property Number: **105213**  
Planning Scheme: **Melton**  
Directory Reference: **Melway 351 G4**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/melton](http://planning-schemes.delwp.vic.gov.au/schemes/melton)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Urban Water Corporation: **Western Water**  
Melbourne Water: **inside drainage boundary**  
Power Distributor: **JEMENA**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **SUNBURY**

## Note

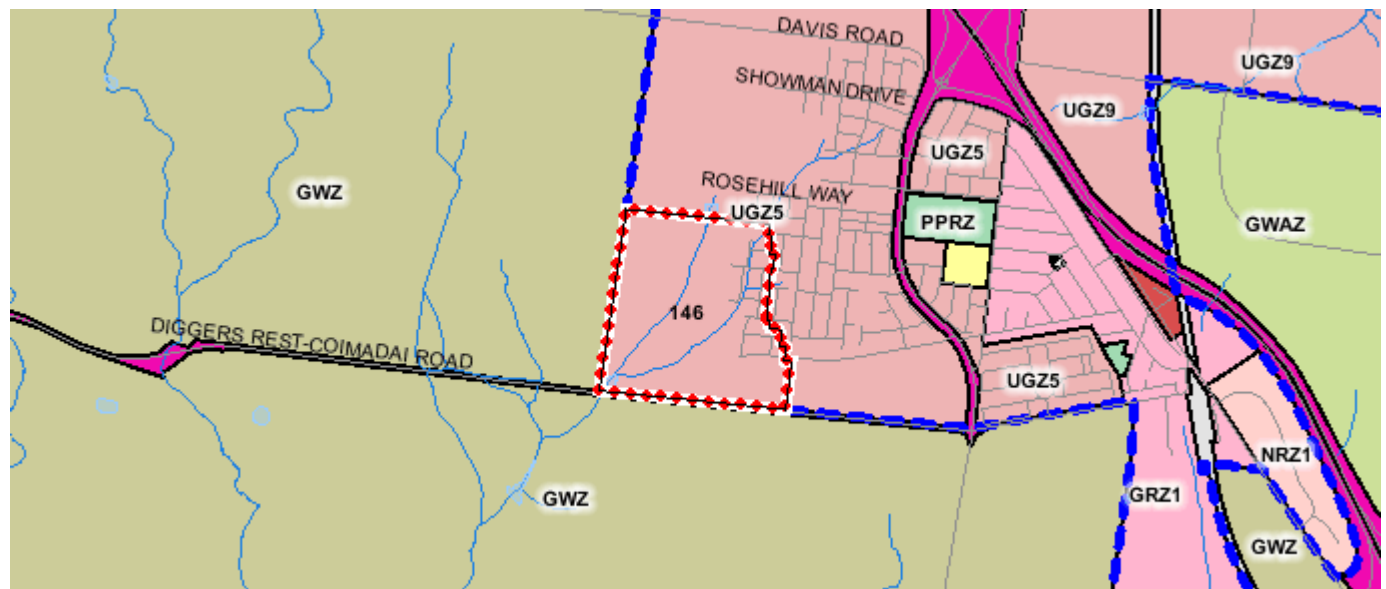
**This land is in an area added to the Urban Growth Boundary after 2005.  
It may be subject to the Growth Area Infrastructure Contribution.**

For more information about this contribution go to [Victorian Planning Authority](http://Victorian Planning Authority)

## Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



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C1Z - Commercial 1	GRZ - General Residential	GWAZ - Green Wedge A
GWZ - Green Wedge	MUZ - Mixed Use	NRZ - Neighbourhood Residential
PPRZ - Public Park & Recreation	PUZ1 - Public Use - Service & Utility	PUZ2 - Public Use - Education
PUZ4 - Public Use - Transport	RDZ1 - Road - Category 1	UGZ - Urban Growth

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

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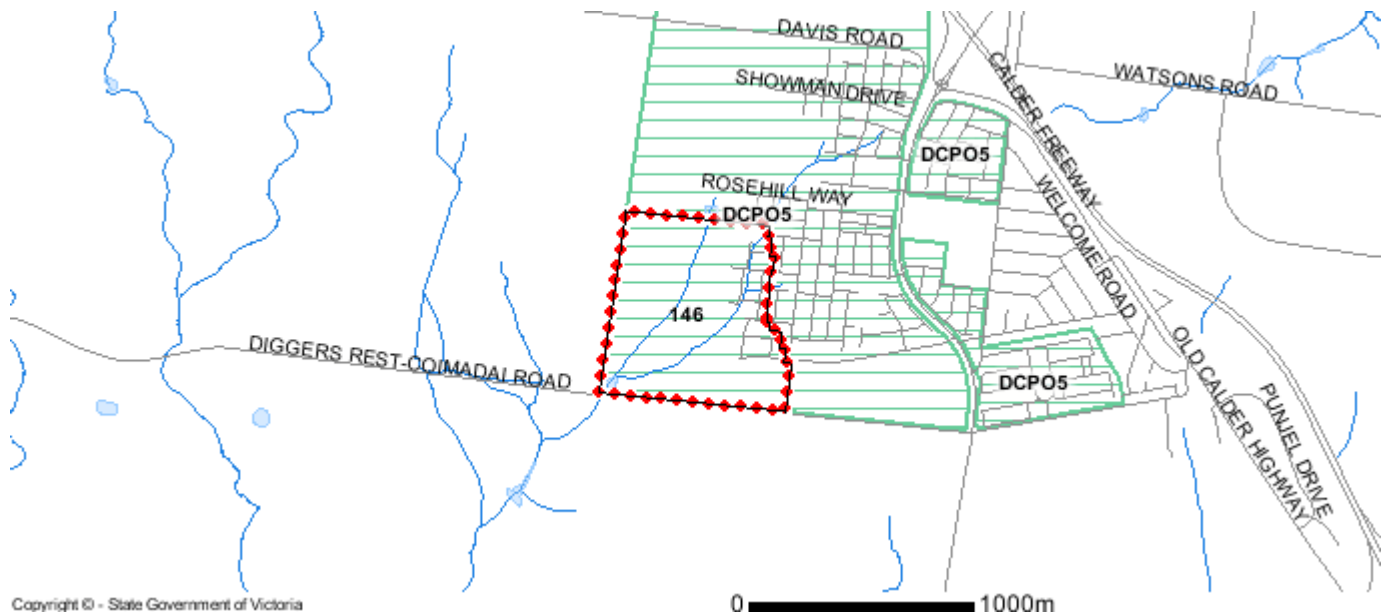
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).



## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 5 (DCPO5)

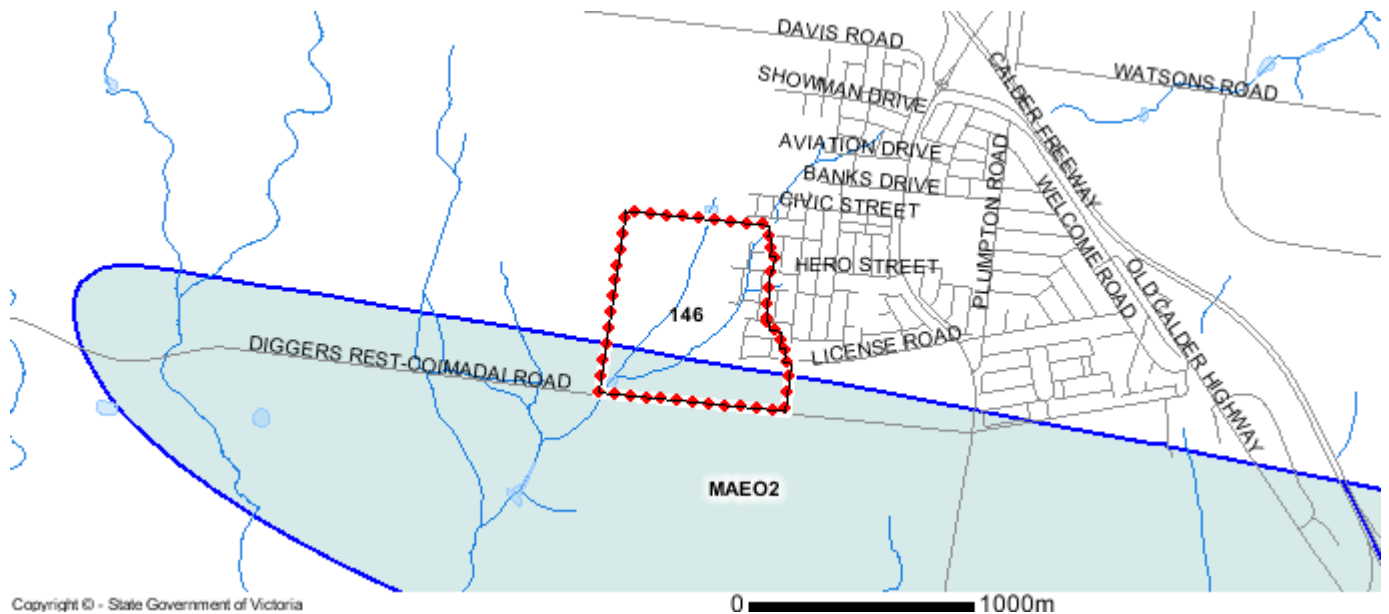


 DCPO - Development Contributions Plan

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

### MELBOURNE AIRPORT ENVIRONS OVERLAY (MAEO)

#### MELBOURNE AIRPORT ENVIRONS OVERLAY - SCHEDULE 2 (MAEO2)



MAEO - unknown

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

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PLANNING PROPERTY REPORT: Lot D PS821100

Page 2 of 8

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

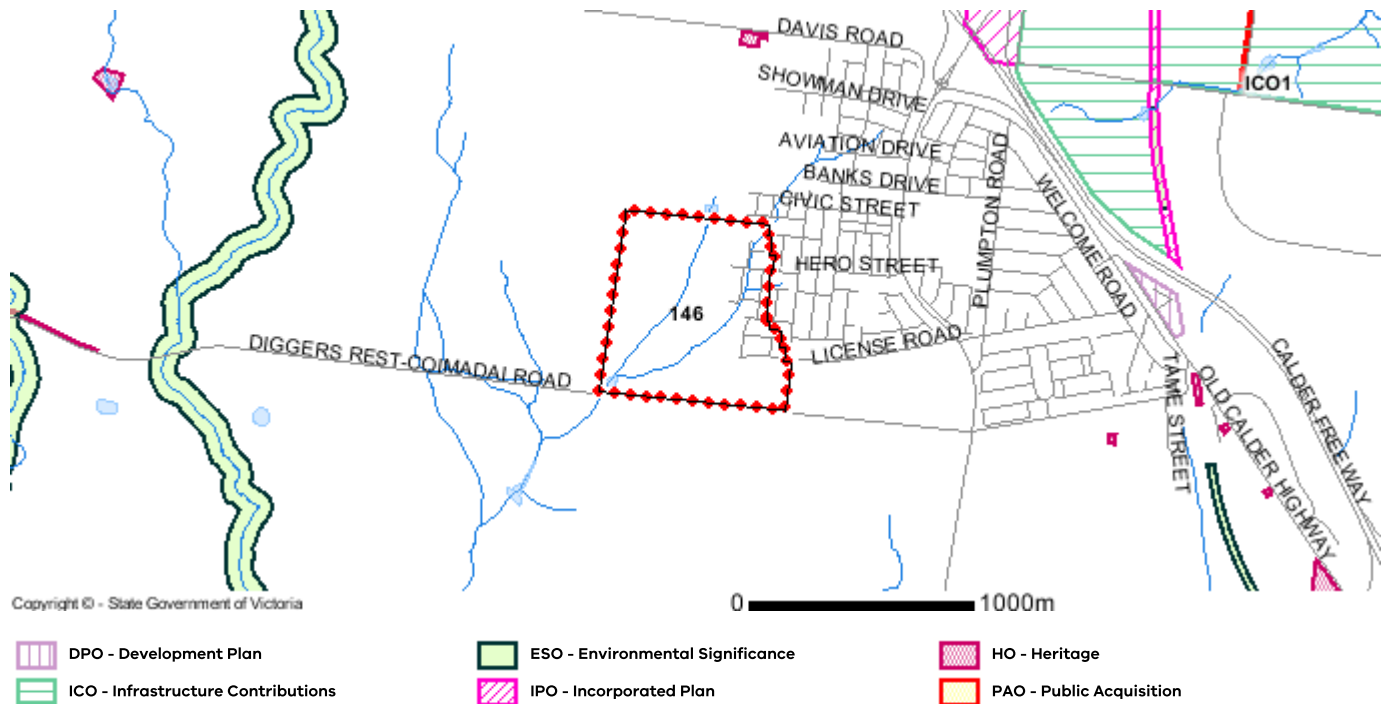
[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INCORPORATED PLAN OVERLAY \(IPO\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)

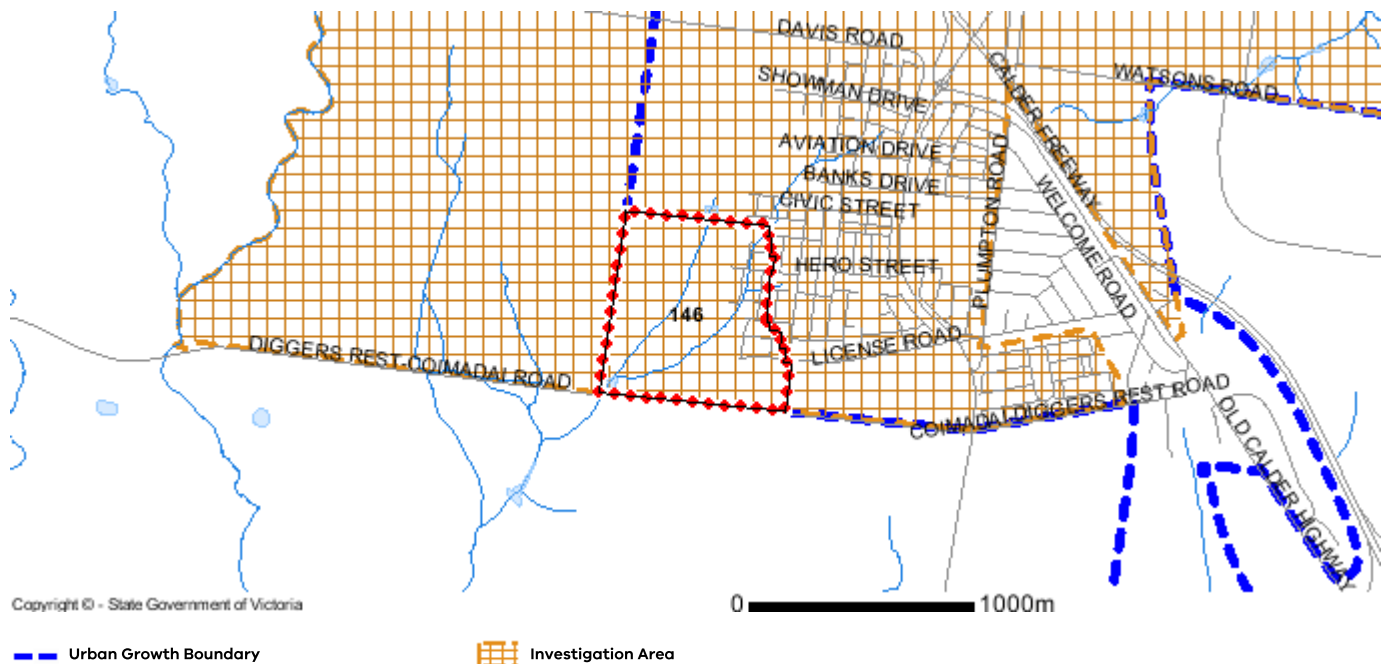


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

## Investigation Area

This land was included in an Investigation Area designated in 'Melbourne 2030: a planning update Melbourne @ 5 million'.

For more information about this project go to [Melbourne @ 5 million](#)

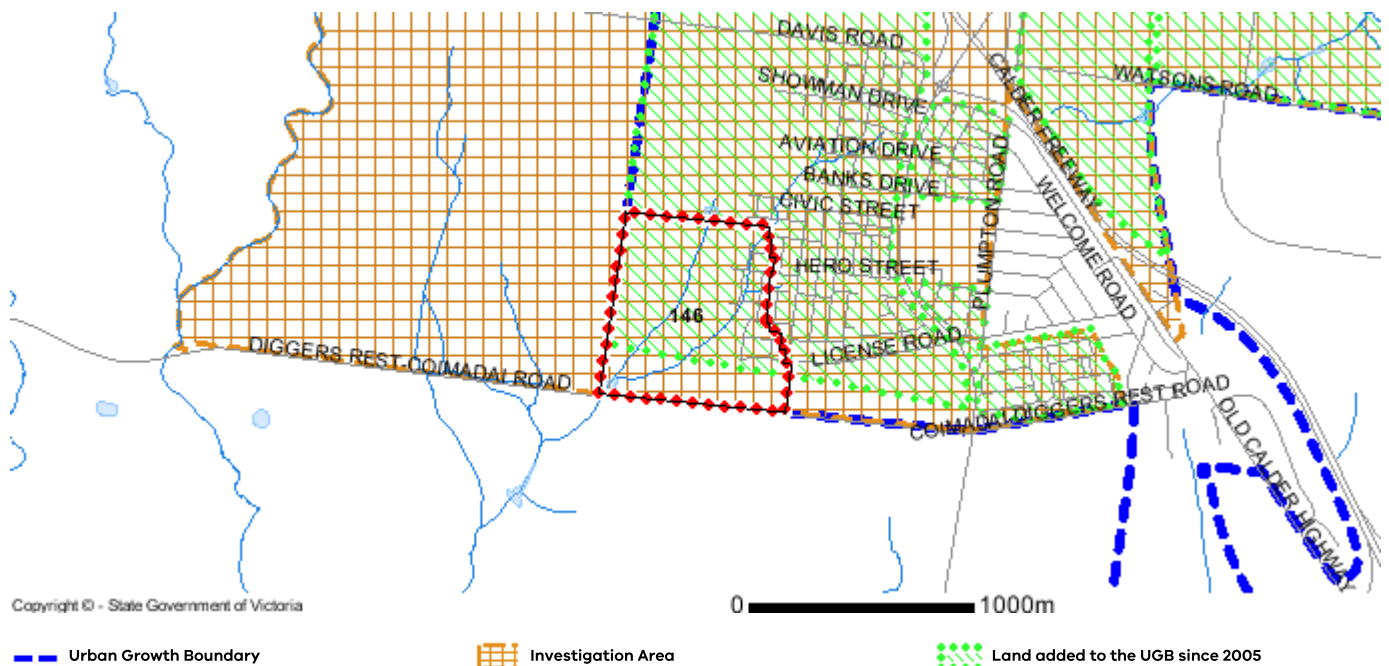


## Growth Area Infrastructure Contribution

This land is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

For more information about this contribution go to [Victorian Planning Authority](#)



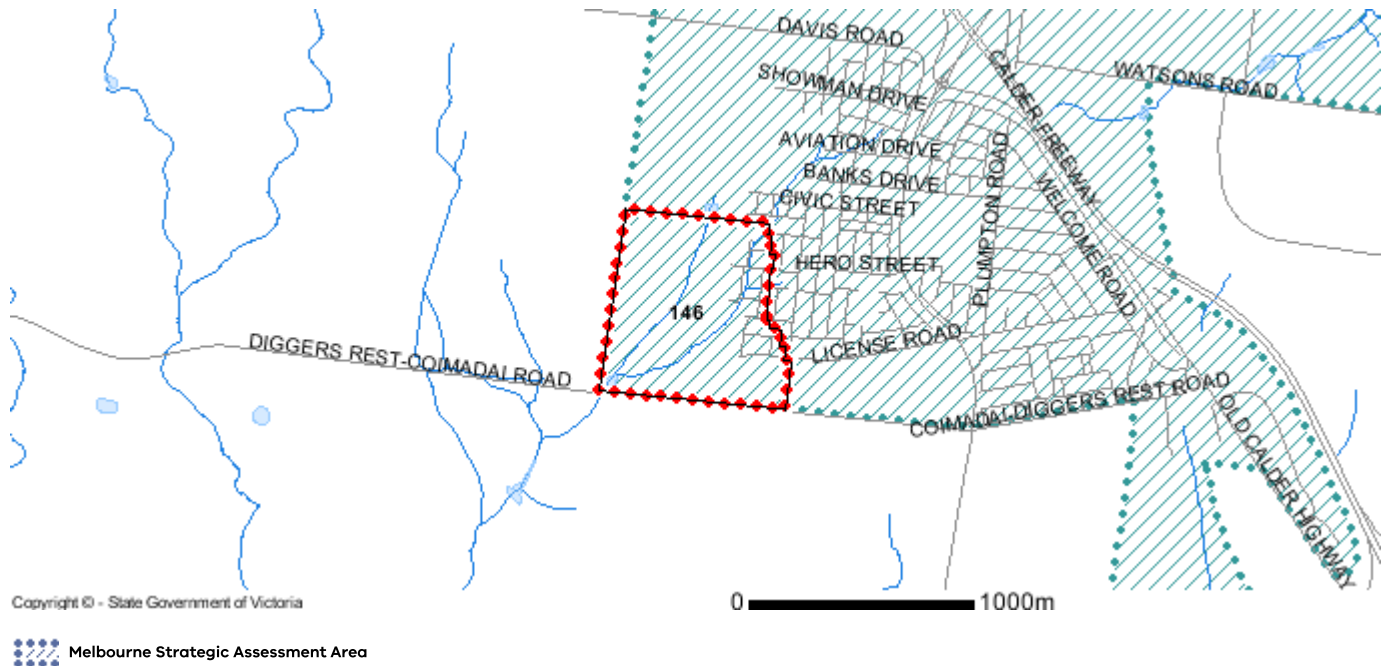
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## Melbourne Strategic Assessment

The property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this parcel is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

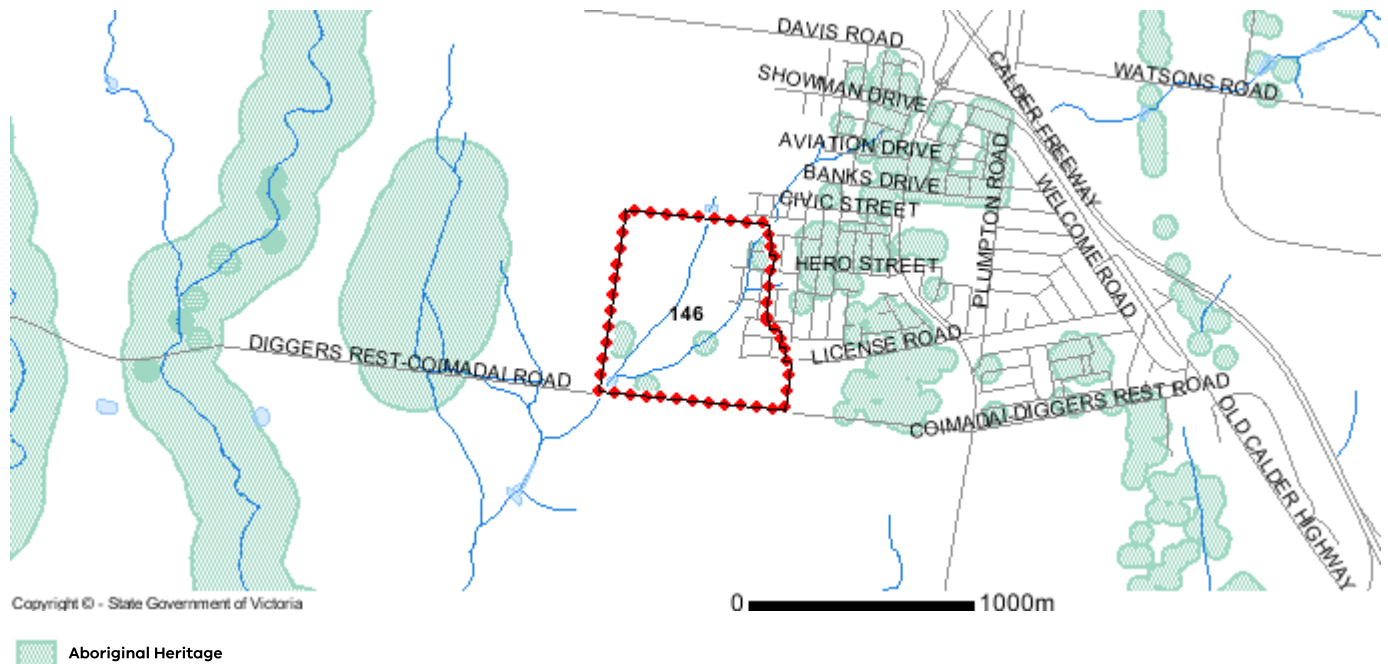
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



## Further Planning Information

Planning scheme data last updated on 3 July 2019.

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.

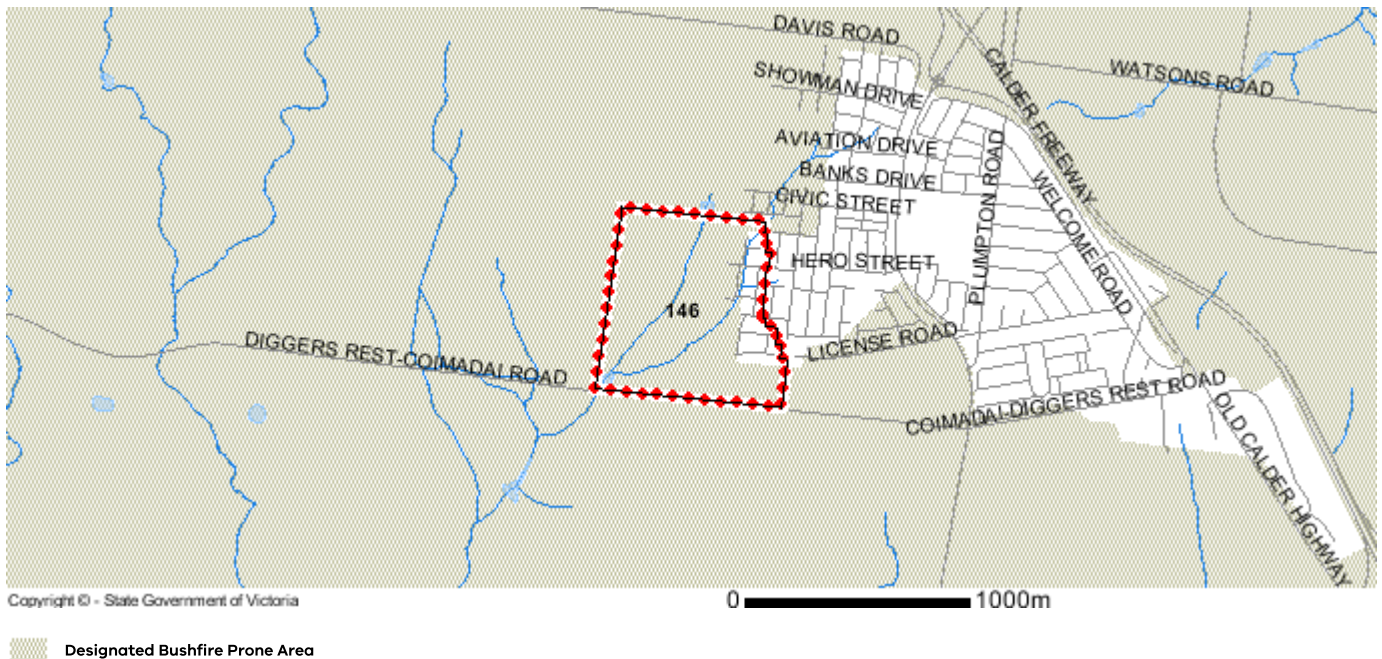
To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

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



## Designated Bushfire Prone Area

This parcel is in a designated bushfire prone area.  
Special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

## LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

### Rates and Charges for period 1 July 2019 to 30 June 2020

Issue date: 02/07/2019

Your Reference: 31986684-014-0

Rate updates (03) 9747 7333

Assessment Number: 105213

Certificate No: 84785

#### Applicant:

Landata  
DX 250639  
MELBOURNE 3000

#### Property Location: 146 Diggers Rest-Coimadai Road DIGGERS REST 3427

Title: LOT: 1 TP: 965707J V/F: 11994/073

Ward: WATTS

**Capital Improved Value:** \$15,175,000 **Site Value:** \$15,175,000 **Net Annual Value:** \$758,750

Effective Date: 01/07/2019 Base Date: 01/01/2019

#### 1. RATES CHARGES AND OTHER MONIES:

Vacant Land Date Levied 01/07/2019	\$59,109.66
Municipal Charge Date Levied 01/07/2019	\$150.00
Residential FSPL Fixed Charge Date Levied 01/07/2019	\$111.00
Residential FSPL Variable Charge Date Levied 01/07/2019	\$1,001.55
<b>Current Rates Levied: \$60,372.21</b>	
Rate Arrears to 30/06/2019:	\$0.00
Interest to 02/07/2019:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00

<b>Rates &amp; Charges Due:</b>	<b>\$60,372.21</b>
<b>Additional Monies Owed:</b>	<b>\$0.00</b>
<b>Total Due:</b>	<b>\$60,372.21</b>

**Council strongly recommends that an update be sought prior to settlement as interest accrues daily at 10% p.a.**

Interest will be charged on outstanding amounts after the due dates as set below;

30 September, 30 November, 28 February and 31 May

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

#### 2. OTHER INFORMATION:

**A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)**

***Lot D PS821100T is not rated separately.***



A thriving community  
where everyone belongs

Civic Centre  
232 High Street  
Melton VIC 3337

Postal Address  
PO Box 21  
Melton VIC 3337

DX 33005 Melton  
ABN 22 882 073 889

03 9747 7200  
csu@melton.vic.gov.au  
melton.vic.gov.au  
cityofmelton





Assessment Number: 105213

Certificate Number: 84785

.....

**3. SPECIFIED FLOOD LEVEL:**

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 1994 should be directed to the Melton City Council's Building Section on 9747 7275.

.....

**4. SPECIAL NOTES:**

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

.....

**5. IMPORTANT INFORMATION:**

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council and specified flood level by the Council (if any).

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

.....

**6. NOTICE OF ACQUISITIONS:**

Electronic copies of Notice of Acquisitions can be emailed to [revenue@melton.vic.gov.au](mailto:revenue@melton.vic.gov.au)

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

.....

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$27.00 being the fee for this certificate.

Authorised Officer

Your ref: PIR - 2602

4 July 2019

Landata  
2 Lonsdale Street  
MELBOURNE VIC 3000

Email: [landata.online@victorianlrs.com.au](mailto:landata.online@victorianlrs.com.au)

**PROPERTY INFORMATION CERTIFICATE** - Pursuant to Regulation 51(1)

Address:	146 Diggers Rest – Coimadai Road, DIGGERS REST VIC 3427		
PS/LP:	821100T	Lot:	D
Volume:	12086	Folio:	668

Regulation 51(1), Building Regulations 2018

Any person may request the relevant council to provide in respect of any building or land:-

a) Details of any permit or certificate of final inspection issued in the preceding 10 years;

Permit No:	Issue date:	Building Works:	Final Approved	Occupancy / Final Inspection Certificate:	
				Number	Date:
NIL					

b) Details of any current statement issued under Regulation 64(1) (Combined Allotments) or Regulation 231(2) (Subdivision of existing buildings)

Statement Details:	Issue Date:	Description:
NIL		

c) Details of any current Notice or Order issued by the Relevant Building Surveyor under the Act.

Building Enforcement Type:	Issue Date:	Description of Breach:	Cancellation Date:
NIL			

Regulation 51(2), Building Regulations 2018

Any person may request the Relevant Council in respect of any building or land details as to whether the building or land is in an area:-

PROPERTY INFORMATION	YES/NO
Liable to flooding pursuant to regulation 5(2).	YES
Likely to be subject to attack by termites under regulation 150	NO
Liable to significant snowfalls under regulation 152	NO
Of designated land pursuant to regulation 154.	NO
For which a bushfire attack level has been specified in a planning scheme pursuant to regulation 155.	NO
Subject to the Community Infrastructure Levy (CIL) in accordance with Section 24(5) of the <i>Building Act 1993</i> and under Part 3B of the <i>Planning and Environment Act 1987</i> , payable upon application for a Building Permit for a dwelling.  <i>*For further information regarding the CIL, contact Council's Major Development Unit on 9747 7200</i>	YES

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where everyone belongs

**Civic Centre**  
232 High Street  
Melton VIC 3337

**Melton Library and Learning Hub**  
31 McKenzie Street  
Melton VIC 3337

**Caroline Springs Library and Learning Hub**  
193 Caroline Springs Blvd  
Caroline Springs VIC 3023

**Postal Address**  
PO Box 21  
Melton VIC 3337

☎ 03 9747 7200

@ [csu@melton.vic.gov.au](mailto:csu@melton.vic.gov.au)

🌐 [melton.vic.gov.au](http://melton.vic.gov.au)

f [cityofmelton](https://www.facebook.com/cityofmelton)

DX 33005 Melton  
ABN 22 862 073 889



PLEASE NOTE:

- While every effort is made to provide full and accurate information, the Council's records may be deficient because of limitations in the period the records have been kept and/or because of their accuracy in recording or failure to record other permits, orders, variations or revocations.
- In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals. Independent inquiries should be made if in any doubt or if any problem is anticipated or encountered.

Please notify Council on 9747 7200 if you discover any discrepancies in relation to the above information.

Yours faithfully



*Ashlee Cousins for*  
**Craig Fletcher**  
Municipal Building Surveyor  
Melton City Council

A thriving community  
where everyone belongs

**Civic Centre**  
232 High Street  
Melton VIC 3337

**Melton Library  
and Learning Hub**  
31 McKenzie Street  
Melton VIC 3337

**Caroline Springs Library  
and Learning Hub**  
193 Caroline Springs Blvd  
Caroline Springs VIC 3023

**Postal Address**  
PO Box 21  
Melton VIC 3337

☎ 03 9747 7200  
@ csu@melton.vic.gov.au  
🌐 melton.vic.gov.au  
f cityofmelton

DX 33005 Melton  
ABN 22 862 073 889



# Land Tax Clearance Certificate

## Land Tax Act 2005



INFOTRACK / MADDOCKS

Your Reference:	6001431.037
Certificate No:	31184520
Issue Date:	03 JUL 2019
Enquiries:	CXE2

**Land Address:** 146 DIGGERS REST-COIMADAI ROAD DIGGERS REST VIC 3427

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

**Vendor:** AVID PROPERTY GROUP NOMINEES PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$13,351,138
SITE VALUE:	\$13,369,594
AMOUNT PAYABLE:	\$107.42



# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

**Certificate No:** 31184520

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
  - a. vendor, or
  - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$258,290.87

Taxable Value = \$13,369,594

Calculated as \$24,975 plus ( \$13,369,594 - \$3,000,000 ) multiplied by 2.250 cents.

## Land Tax Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 31184520

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 31184520

### Visa or Mastercard.

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

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

# Land Tax Clearance Certificate

## Land Tax Act 2005

Certificate No: 31184520

**Land Address:** 146 DIGGERS REST-COIMADAI ROAD DIGGERS REST VIC 3427

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42293714	D	821100	12086	668	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
DIGGERS REST TRUST C	2019	\$13,351,138	\$263,003.87	\$0.00	\$0.00

**Comments:** Land Tax of \$263,003.87 has been assessed for 2019, an amount of \$263,003.87 has been paid.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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**Comments:**

**Total Amount Payable for Property:** 42293714 \$0.00

**Land Address:** 146 DIGGERS REST-COIMADAI ROAD DIGGERS REST VIC 3427

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45757725	D	821100	12086	668	\$107.42

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
DIGGERS REST TRUST B	2019	\$18,456	\$114.68	\$0.00	\$107.42

**Comments:** Land Tax of \$114.68 has been assessed for 2019, an amount of \$7.26 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

**Comments:**

**Total Amount Payable for Property:** 45757725 \$107.42

**Total: \$107.42**

# Growth Areas Infrastructure Contribution Certificate



**Certificate Id:** 9703

**Issue date:** 08 July 2019

## PART 1 – DETAILS OF APPLICANT

Maddocks  
C/- Landata

## PART 2 - LAND DETAILS

**Land Address:** 146 Diggers Rest-Coimadai Road  
Diggers Rest 3427

**Details of Land Title:**

Lot / Plan: Lot D / PS821100T  
Volume / Folio: 12086 / 668

**Municipality:** Melton  
Land Type: Type B1  
Land Area: 59.44 ha

## PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

The amount of Growth Areas Infrastructure Contribution unpaid at the date of this certificate in accordance with a Notice of Approval of Staged Payment Arrangement is **\$ 6,115,345.83** (including interest).

Note: Interest is calculated in accordance with section 201ST of the *Planning and Environment Act 1987*.

## PART 4 – CERTIFICATION

The information in this certificate relates only to the matters affecting the land detailed above and matters relevant to the Growth Areas Infrastructure Contribution (GAIC) amount as at the date of issue of the certificate. If there has been a change to any of the matters affecting the property or relevant to the Growth Areas Infrastructure Contribution amount, the information contained in this certificate is no longer valid and it may be advisable to apply for an updated certificate. **NB:** This certificate is for information purposes only, and is **not** a notice of assessment for the purposes of the *Taxation Administration Act 1997*.

## Notes to GAIC Certificate

### General

- The Growth Areas Infrastructure Contribution (GAIC) is a contribution on certain land in the growth areas of metropolitan Melbourne (see more detail at [www.sro.vic.gov.au](http://www.sro.vic.gov.au)).
- GAIC is calculated on a per hectare or part thereof basis.
- The liability to pay the GAIC only arises upon the first occurrence of a GAIC event i.e. the issuing of a statement of compliance, the making of an application for a building permit in respect of substantive building works or a dutiable transaction relating to the land.

### GAIC Certificate

This shows the amount of GAIC that:

- is due and unpaid,
- has been deferred,
- is subject to a staged payment approval,
- is affected by a work-in-kind agreement, or
- the potential amount of GAIC if the proposed GAIC event were to occur in the financial year of the issue of this certificate in respect of the land (certificate year).
- If a GAIC event is proposed to occur in a financial year for which the GAIC rates are not yet published, the potential GAIC amount on the GAIC certificate is calculated based on the GAIC rates of the certificate year. The GAIC amount is an estimate only and an updated GAIC certificate should be applied for when the new GAIC rates are published.
- A current GAIC certificate is to be attached to the vendor's statement in accordance with s 32(3)(f) of the *Sale of Land Act 1962*.

### GAIC rates

- For 2010-2011, the GAIC rate for type A land was \$80,000 per hectare. The rate for type B-1, B-2 and C land was \$95,000 per hectare.
- For each subsequent financial year, the GAIC rates per hectare are indexed based on the Consumer Price Index for Melbourne.
- GAIC rates are published before 1 June of the preceding financial year. Current GAIC rates are published on the State Revenue Office website [www.sro.vic.gov.au](http://www.sro.vic.gov.au).

### Certificate Number

- The number is on the top right corner on the front of this certificate.
- Quoting this number will give you access to information about this certificate and enable you to enquire about your application by phone.
- You should quote the Certificate Number on any written correspondence.

**This certificate is for information purposes only and is not a notice of assessment for the purposes of the *Taxation Administration Act 1997*.**

### For more information please contact:

<b>State Revenue Office – GAIC enquiries</b> <b>Mail</b> State Revenue Office, GPO Box 1641, MELBOURNE VIC 3001 or DX260090 Melbourne	<b>Internet</b> <a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a> <b>Email</b> <a href="mailto:gaic@sro.vic.gov.au">gaic@sro.vic.gov.au</a> <b>Phone</b> 13 21 61 (local call cost) <b>Fax</b> 03 9628 6856
<b>Victorian Planning Authority – GAIC enquiries</b> <b>Mail</b> Victorian Planning Authority, Level 25, 35 Collins Street, MELBOURNE VIC 3000	<b>Internet</b> <a href="http://www.vpa.vic.gov.au">www.vpa.vic.gov.au</a> <b>Email</b> <a href="mailto:info@vpa.vic.gov.au">info@vpa.vic.gov.au</a> <b>Phone</b> 03 9651 9600 <b>Fax</b> 03 9651 9623



## CERTIFICATE

Pursuant to Section 58 of the *Heritage Act 2017*

**Maddocks**

CERTIFICATE NO:  
**31986684**

PROPERTY ADDRESS:  
**146 DIGGERS REST-COIMADAI ROAD DIGGERS REST**

PARCEL DESCRIPTION:  
**Lot D PS821100T**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



**Ainsley Thompson**  
**Business Support Officer (Certificates)**

(as delegate for Steven Avery, Executive Director, Heritage Victoria, pursuant to the instrument of delegation dated 20 May 2019)

**DATED: 28 June 2019**

*Note: This Certificate is valid at the date of issue.*



ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1254 1035 6106

DATE OF ISSUE - 2/07/2019

APPLICATION NO.

841961

LANDATA COUNTER SERVICES

YOUR REF.  
31986684-031-7

VLRS- ACCOUNTS PAYABLE

LEVEL 1

2 CASSELDEN PLACE LONSDALE ST

MELBOURNE VIC 3000

SOURCE NO.  
99904685210

**PROPERTY:** D DIGGERS REST-COIMADAI ROAD DIGGERS REST VIC 3427

## Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of Zero dollars is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
<b>TOTAL</b>	0.00			0.00	0.00
Service charges owing to 30/06/2019					0.00
Service charges owing for this financial year					0.00
Adjustments					0.00
<b>Current amount outstanding</b>					0.00
Plus remainder service charges to be billed					0.00
<b>BALANCE including unbilled service charges</b>					0.00

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789  
Reference: 1254 1035 6106



ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1254 1035 6106

DATE OF ISSUE - 2/07/2019

APPLICATION NO.

841961

This property is currently not liable for Parks and/or Waterway and Drainage charges however may be liable for these charges from date of sale.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1254 1035 6106

DATE OF ISSUE - 2/07/2019

APPLICATION NO.

841961

## Information given pursuant to section 158 of the Water Act 1989

Please note that the property is outside this Authority's district for water supply and sewerage services. This property may also be subject to Water, Sewer and Waterways & Drainage charges. It is suggested that you contact Western Water on 1300 650 422 to confirm liability against the property for these charges as well as to enquire about any water, sewer and drainage assets of Western Water or Melbourne Water that may encumber this property.

Portion of the land could be subject to inundation at times of high storm flow. Therefore any proposed development on the property is to be referred to Melbourne Water, Land Development Team (Postal Address: GPO Box 4342, Melbourne 3001) - Telephone: 9679-7517.

AUTHORISED OFFICER:

FRAN DUIKER  
GENERAL MANAGER  
CUSTOMERS AND COMMUNITY  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1218 8271 4105

DATE OF ISSUE - 2/07/2019

APPLICATION NO.

841961

LANDATA COUNTER SERVICES

YOUR REF.  
31986684-031-7

VLRS- ACCOUNTS PAYABLE

LEVEL 1

2 CASSELDEN PLACE LONSDALE ST

MELBOURNE VIC 3000

SOURCE NO.  
99904685210

**PROPERTY:** 146-498 COIMADAI DIGGERS REST ROAD DIGGERS REST VIC 3427

## Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of Zero dollars is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
<b>TOTAL</b>	0.00			0.00	0.00
Service charges owing to 30/06/2019					0.00
Service charges owing for this financial year					0.00
Adjustments					0.00
<b>Current amount outstanding</b>					0.00
Plus remainder service charges to be billed					0.00
<b>BALANCE including unbilled service charges</b>					0.00

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789  
Reference: 1218 8271 4105



ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1218 8271 4105

DATE OF ISSUE - 2/07/2019

APPLICATION NO.

841961

For the purpose of levying Parks and/or Waterways and Drainage charges Property no: 125410356 is not yet separately rated by City West Water and is part only of the property for which this certificate is issued. Property 125410356 may be separately rated from the date of sale and may attract these charges.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

This installation is not supplied with water through a City West Water meter.



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1218 8271 4105

DATE OF ISSUE - 2/07/2019

APPLICATION NO.

841961

## Information given pursuant to section 158 of the Water Act 1989

Melbourne Water became responsible for waterway management, floodplain management and regional drainage on Friday 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area which may provide additional information applicable to this property. For further information please contact Melbourne Water on 9679-7517.

Please note that the property is outside this Authority's district for water supply and sewerage services. This property may also be subject to Water, Sewer and Waterways & Drainage charges. It is suggested that you contact Western Water on 1300 650 422 to confirm liability against the property for these charges as well as to enquire about any water, sewer and drainage assets of Western Water or Melbourne Water that may encumber this property.

AUTHORISED OFFICER:

FRAN DUIKER  
GENERAL MANAGER  
CUSTOMERS AND COMMUNITY  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



ABN 67 433 835 375  
36 MACEDON ST, SUNBURY  
PO BOX 2371, SUNBURY DC 3429

1300 650 422  
www.westernwater.com.au  
mail@westernwater.com.au



022

Maddocks  
Landata C/- VLRS Pty Ltd  
Level 1 2 Lonsdale St  
MELBOURNE VIC 3000

Your Ref: 31986684-025-6  
Statement No: 92783  
Service Req ID: 890373  
Property No: 12-3719-0000  
Account No: 12-3719-0000-01-1  
Date: 01-July-2019

## **Information Statement**

Water Act 1989, Section 158

*This Statement details all Tariffs, Charges and Penalties due and payable to Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the 30-June-2020 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.*

**Property Address: BLOOMDALE ESTATE, BLOOMDALE AVE, DIGGERS REST VIC 3427**

**Title(s):** Lot D, Plan of Subdivision 821100, Volume 12086, Folio 668, Parish of Holden

**Owner(s):**

Avid Property Group Nominees Pty Ltd

**Comments:**

This is the Parent property for the Bloomdale Estate Diggers Rest

Availability charges will be applicable to each new lot in this subdivision from the date of sale, or tapping, whichever occurs first.

For more information please refer to encumbrances and other information overleaf.

**Account Calculation:**

Charges Previously Billed:	\$0.00
<b>Current Charges (see over for details):</b>	<b>\$0.00</b>
<b>Total Amount Owing to 30-June-2020</b>	<b>\$0.00</b>

To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date.

**Please email the Notice of Acquisition/Disposition to Western Water within 14 days of settlement.**



**Property No:** 12-3719-0000  
**Property Address:** Bloomdale Estate, Bloomdale Ave, Diggers Rest VIC 3427

**Current Charges for services provided and their tariffs:**

---

This property is not chargeable.

**Encumbrances and other information:**

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Western Water recommend that you contact us prior to settlement to obtain details of any payments or charges which may have been applied to the account after this statement was issued.

The subject property may be affected by a drainage and/or flooding issue. For further information please contact Melbourne Water on 131 722.

Although this property is Vacant Land a Waterways Charge may apply from settlement date for any change in ownership, or from date of meter fitting, whichever occurs first. The annual charge varies depending upon the location of the property. Contact Western Water to determine which of the following applies. These amounts are for the period 1 July 2019 to 30 June 2020. \$102.09 for Residential properties within the Urban Growth boundary. \$145.39 for Non Residential properties within the Urban Growth boundary. \$56.09 for properties not within the Urban Growth boundary.

Although this property is Vacant Land, Water and/or Sewer availability charges will be applicable from settlement date for any change in ownership, or from date of meter fitting, whichever occurs first.

The approximate annual availability charge for Water is \$234.34 and Sewer is \$540.88 for the period 1 July 2019 to 30 June 2020.

Special Water Service Conditions - Bloomdale & St Genevieve Estates, Diggers Rest:

This property has dual water supplies and may be serviced by two water meters to cater for the potential future supply of alternative water. One set of service charges only will apply until the alternative water supply is available. Please note: Potable (drinking) water is currently being supplied through both pipes. Water usage will be charged at the appropriate drinking water tariff.

Although this property is Vacant Land a Waterways Charge will apply from settlement date for any change in ownership, or from date of meter fitting, whichever occurs first. The annual charge for Residential properties within the Urban Growth boundary is \$102.09 for the period 1 July 2019 to 30 June 2020.

Please note an annual Parks Charge may apply to this property. You should contact City West Water (Ph: 131 691) in the Melton region, or Yarra Valley Water (Ph: 1300 304 688) in the Sunbury region for further information.

**Disclaimer:**

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Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Western Water 1300 650 422. This statement is valid for a period of 120 days from date of issue.



Graham Holt 01-Jul-2019  
General Manager, Customer & Community Relations

# Western Water

PO Box 2371  
Sunbury DC VIC 3429

**Electronic Payment Option:**  
Please make this payment via  
internet or phone banking.



**Biller Code: 757955**  
**Ref: 1237 1900 0001 1**

**Property No:** 12-3719-0000  
**Property Address:** Bloomdale Estate, Bloomdale Ave, Diggers Rest VIC 3427

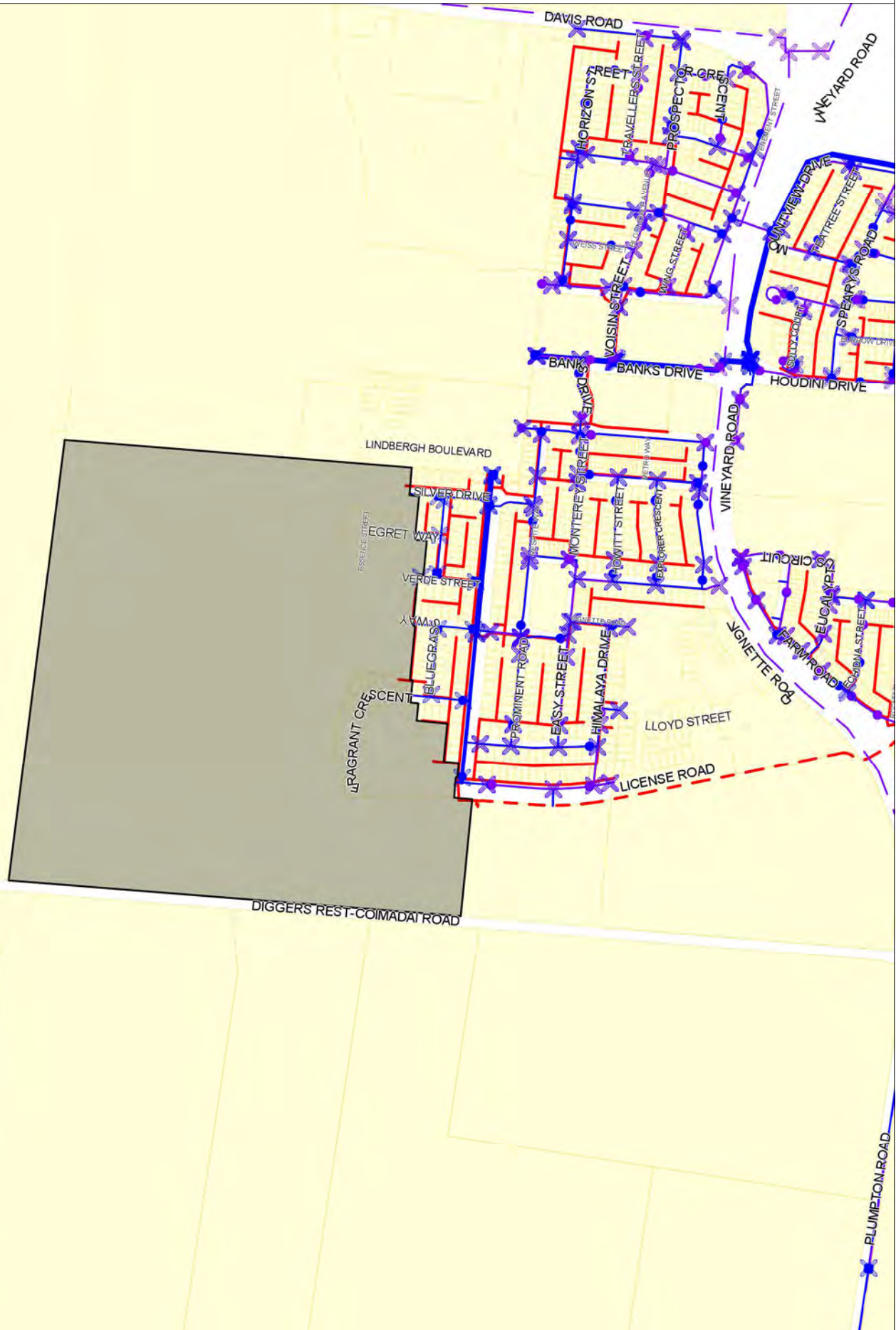
## Information Statement Remittance Page

<u>Account No</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
12-3719-0000-01	Water Account	\$0.00	

**Total: \$0.00**

**\* \* \* \* Please return this page with your payment \* \* \* \***

# 146 DIGGERS REST-COIMADAI Road DIGGERS REST



36 Macedon Street  
P. O. Box 2371  
Sunbury DC  
VIC 3429  
Ph: 03 9218 5400  
Fax: 03 9218 5444

Date: 1/7/2019  
Scale: 1:9881

**Lot D PS 821100**

## Disclaimer:

Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy in this plan.



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Maddocks C/- InfoTrack  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 356744

NO PROPOSALS. As at the 27th June 2019, 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®.

146 DIGGERS REST-COIMADAI ROAD, DIGGERS REST 3427  
CITY OF MELTON

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: 27th June 2019

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 31986684 - 31986684185100 '356744'**

# Extract of EPA Priority Site Register

Page 1 of 2



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 146 DIGGERS REST-COIMADAI ROAD

SUBURB: DIGGERS REST

MUNICIPALITY: MELTON

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 351 Reference H5  
Melways 40th Edition, Street Directory, Map 351 Reference H4  
Melways 40th Edition, Street Directory, Map 351 Reference G4  
Melways 40th Edition, Street Directory, Map 351 Reference H3  
Melways 40th Edition, Street Directory, Map 351 Reference G3  
Melways 40th Edition, Street Directory, Map 351 Reference F3  
Melways 40th Edition, Street Directory, Map 351 Reference G5  
Melways 40th Edition, Street Directory, Map 351 Reference F5  
Melways 40th Edition, Street Directory, Map 351 Reference F4

DATE OF SEARCH: 27th June 2019

## PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

## IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a:

Clean Up Notice pursuant to section 62A, or a

Pollution Abatement Notice pursuant to section 31A or 31B

of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

[Extract of Priority Sites Register] # 31986684 - 31986684185100  
'356744'



## Extract of EPA Priority Site Register

\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

Environment Protection Authority Victoria  
GPO Box 4395 Melbourne Victoria 3001  
Tel: 1300 372 842

## Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

23855

### SECTION 1 – Applicant Information

Name of applicant:

- Alexandra Yorston

Organisation:

InfoTrack

Postal address:

Level 5, 459 Collins St

Melbourne

VIC 3000

Telephone number:

0386094740

Email address:

vicsearching@infotrack.com.au

Customer Reference No.

6001431.037

### SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

D/PS821100T

Crown References:

Title References (Volume / Folio) :

12086/668

Street Address:

146 DIGGERS REST-COIMADAI ROAD, DIGGERS REST 3427

Other description:

Order ID: 58749042

Directory Reference:

Directory:

### SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

*Please see attached Aboriginal Place*

Yes

Are there any other areas of cultural heritage sensitivity associated with the nominated area of land? (See over).

No

Does the Register contain a record of a notified place (ie a place reported but not yet inspected) in relation to the nominated area of land?

No

Does a stop order exist in relation to any part of the nominated area of land?

No

Does an interim or ongoing protection declaration exist in relation to any part of the nominated area of land?

No

Does a cultural heritage agreement or Aboriginal cultural heritage land management agreement exist in relation to any part of the nominated area of land?

No

Signed:

Date: 01/Jul/2019



Heather Bannerman  
Manager, Heritage Information  
Aboriginal Victoria



## SECTION 4 – Terms & Conditions

### Terminology

In these terms and conditions, the expressions "we", "us" and "our" are a reference to the Government of the State of Victoria, acting through Aboriginal Victoria, an agency of the Department of Premier and Cabinet.

### Advice provided from the Register

Access to the information requested from the Register in the "Application for advice as to the existence of records in relation to a nominated area of land" form (the "Form") is subject to the discretion of the Secretary and the requirements of the Act.

The absence of records on the Register for a nominated area of land does not necessarily mean that the area is devoid of Aboriginal cultural heritage values. Applicants should be aware of the provisions of s.17 and s.24 of the *Aboriginal Heritage Act 2006*, which require the reporting of Aboriginal remains, Aboriginal places and objects discovered in Victoria. Applicants should also be aware that it is an offence under the *Aboriginal Heritage Act 2006* to harm Aboriginal cultural heritage, for which significant penalties apply. This advice does not abrogate any requirement to prepare a Cultural Heritage Management Plan under the *Aboriginal Heritage Act 2006*.

### Specific conditions of advice provided from the Register for an application under s.147

The Secretary, Department of Premier and Cabinet may refuse to provide any information to the Applicant if the provision of the information would be likely to endanger Aboriginal cultural heritage (refer to s.147 (4) of the Act).

### Use of information

Information provided to the Applicant from the Register as a result of this application and for the land described in Section 2 ("Information") may only be used for the purposes nominated by the Applicant in the Form (and for no other purposes). The Information may not be on-sold or rebadged without our written permission.

### Documents to be lodged with Registrar

Two copies (one of which must be in digital format) of any article, publication, report or thesis which relies on any Information provided to the Applicant must be lodged with the Registrar as soon as practicable after their completion.

### Acknowledgment of source of Information

We must be acknowledged in any article, publication, report or thesis (including a newspaper article or display) which incorporates or refers to material supplied from the Register.

### Copyright

We retain copyright in all materials for which legal title of the relevant organisation is clear. Apart from fair dealing for the purposes of private study, research, criticism or review, as permitted under the copyright legislation, and apart from uses specifically authorised by these terms and conditions, no part may be reproduced or reused for any commercial purposes whatsoever.

Specifically, and other than for the purposes of and subject to the conditions prescribed in the *Copyright Act 1968* (Cth), you may not in any form or by any means adapt, reproduce, store, create derivative works, distribute, print, display, perform, publish or commercialise the Information without our written permission.

### Disclaimer

The Information is provided for information purposes only. Except as expressly stated to the contrary, no claim is made as to the accuracy or authenticity of its content. The Information is provided on the basis that any persons having access to it undertake responsibility for assessing the relevance and accuracy of its content. We do not accept responsibility for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with your use of the Information, nor do we accept any responsibility for any such loss arising out of your use or reliance (or any other person's use or reliance) on the Information.

The disclaimer set out in these terms and conditions is not affected or modified by any of the other terms and conditions in these Terms and Conditions. Nevertheless, our disclaimer does not attempt to purport to exclude liability in relation to any term implied by law which cannot be lawfully excluded.

### Indemnity

You agree to indemnify and hold us, our agents and employees, harmless from any claim or demand, made by any third party due to, or arising out of or in connection with, your breach of these terms and conditions, or your infringement of any rights of a third party, or the provision of any information to a third party.

### Governing Law

These terms and conditions are governed by the laws in force in the State of Victoria, Australia.

### Third Party Disclosure

Where the information obtained from the Register is provided to a third party, details of the above Terms and Conditions must also be provided.

### Areas of Cultural Heritage Sensitivity

You can find out more about 'areas of Aboriginal Cultural Heritage Sensitivity' including maps showing these areas, at <https://w.www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes/planning-and-development-of-land.html>



# 146 DIGGERS REST-COIMADAI ROAD, DIGGERS REST Report

## Registered Aboriginal Heritage Places

Place Number	Name	Component Number	Type
7822-3025	Diggers Rest 8	7822-3025-1	Artefact Scatter
7822-3037	Diggers Rest 9	7822-3037-1	Artefact Scatter
7822-3423	Diggers Rest 14	7822-3423-1	Artefact Scatter
7822-3424	Diggers Rest 15 1A	7822-3424-1	Artefact Scatter
7822-3425	Diggers Rest 16 1A	7822-3425-1	Artefact Scatter

**Total Components** 5

**Total Registered Places** 5

Our Reference: PA2017/5553

19 June 2018

Tract Consultants Pty Ltd  
L 6 / 6 Riverside Quay  
**SOUTHBANK VIC 3006**

Dear Sir/Madam

**Application for a Planning Permit**

**No.:** PA2017/5553  
**Land:** 146 Diggers Rest-Coimadai Road, Diggers Rest  
**Proposal:** Multi Lot Staged Residential Subdivision and Creation of Reserves

Please find enclosed a copy of the above permit, which has now been issued by Council.

Your attention is drawn to the conditions of the Permit, which you should read carefully. It is essential that all the Permit conditions be complied with at all times, as your permit may be audited for compliance with the conditions and details shown on the endorsed plans at any time. **Failure to comply with the permit conditions may result in enforcement action being undertaken.**

The reverse side details information about the Planning Permit and your appeal rights.

If you wish to discuss this matter further please contact me Mr. Morris Edwards 9747 5401.

Yours Sincerely,



Steve Finlay  
**Acting Co-ordinator Major Developments**

Encl.

A thriving community  
where everyone belongs

**Civic Centre**  
232 High Street  
Melton VIC 3337

**Melton Library  
and Learning Hub**  
31 McKenzie Street  
Melton VIC 3337

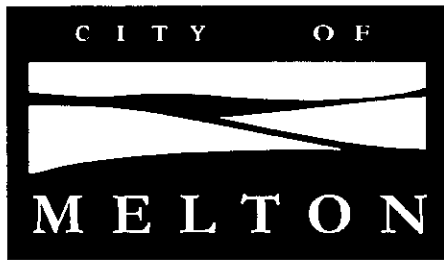
**Caroline Springs Library  
and Learning Hub**  
193 Caroline Springs Blvd  
Caroline Springs VIC 3023

**Postal Address**  
PO Box 21  
Melton VIC 3337

☎ 03 9747 7200  
✉ [csu@melton.vic.gov.au](mailto:csu@melton.vic.gov.au)  
🌐 [melton.vic.gov.au](http://melton.vic.gov.au)  
📌 [cityofmelton](http://cityofmelton)

DX 33005 Melton  
ABN 22 862 073 889





**Melton City Council**  
Civic Centre  
232 High Street  
MELTON VIC 3337

PO Box 21  
MELTON VIC 3337

Phone 9747 7200  
Fax 9743 9970

## **PLANNING PERMIT**

**Permit No:**  
**Planning Scheme:**  
**Responsible Authority:**

PA2017/5553/1  
Melton Planning Scheme  
Melton City Council

### **ADDRESS OF THE LAND:**

Lot 3 on LP6069 and part Lot W5 on PS719779V, being numbers 120 and 146 Diggers Rest-Coimadai Road, Diggers Rest

### **THE PERMIT ALLOWS:**

Multi Lot Staged Residential Subdivision and Creation of Reserves in accordance with the endorsed plans.

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

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#### **Plans**

1. The layout of the subdivision as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

#### **Housing and Design Guidelines**

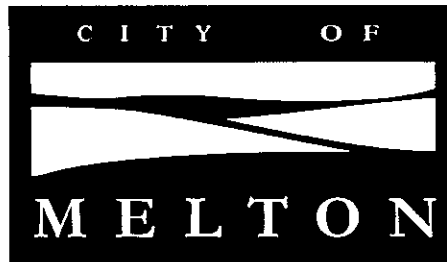
2. Prior to the Certification of the Plan of Subdivision for the relevant stage, Housing and Design Guidelines must be prepared to the satisfaction of the Responsible Authority in accordance with the Diggers Rest Precinct Structure Plan.

In addition to any other matter required to be included by the Responsible Authority, the Housing and Design Guidelines must:

- a. *Include a separate section, part, or chapter, clearly entitled "Aircraft Noise";*
- b. *Under the heading "Aircraft Noise", state the following:*

*The land is outside the Melbourne Airport Environs Overlay – Schedule 2 under the Melton Planning Scheme. This may change.*

*The land within this subdivision is in proximity to Melbourne Airport. The land may be affected by aircraft noise.*



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**Planning Permit PA2017/5553 Continued**

a. *Explain the following:*

*The effect of aircraft noise (and the boundaries of the Melbourne Airport Environs Overlay – Schedule 2 control under the Melton Planning Scheme) can vary over time with changes to Melbourne Airport's operations, traffic volumes and types of aircraft using Melbourne Airport.*

b. *Advise the following:*

*The most up-to-date information concerning aircraft noise can be obtained from Melbourne Airport and its website, which can be accessed at: <http://www.melbourneairport.com.au>.*

c. *State the following:*

*Australian Standard AS2021:2015 Acoustics – Aircraft Noise Intrusion, Building, Siting and Construction, provides guidance in the measures that can be taken in the construction of dwellings to mitigate the effect of aircraft noise and may be considered in the design of any dwelling. Application of the Australian Standard is not mandatory for this land, but this may change.*

3. The Housing and Design Guidelines endorsed as part of this permit must be applied as a restriction on the plan of subdivision or be applied through an agreement with the responsible authority under Section 173 of the Act that is registered on the title to the land. If a Section 173 Agreement is used, a dealing number must be provided to the Responsible Authority prior to the issue of Statement of Compliance for each stage.
4. The Housing and Design Guidelines endorsed as part of this permit must not be amended without the written consent of the Responsible Authority.

**Public Infrastructure Plan**

5. The Public Infrastructure Plan endorsed under this permit must be complied with at all times, unless amended with the written consent of the Responsible Authority.
6. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for the first stage of subdivision, or such other time as agreed, the owner must, if required by the Responsible Authority, enter into an agreement, or agreements, under Section 173 of the *Planning and Environment Act 1987* which specifies the infrastructure required to be provided as part of the development. The agreement must give effect to the approved Public Infrastructure Plan. Application must be made to the Registrar of Titles to register the 173 Agreement on the title to the land under Section 181 of the Act. The landowner under this permit must pay the reasonable costs of the preparation, execution, registration and any future amendments of the Section 173 agreement.

A handwritten signature in black ink, appearing to be "S. J. ...", written over a horizontal line.



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**Planning Permit PA2017/5553 Continued**

7. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* for the first stage of subdivision, or such other time which is agreed, a dealing number for the registration of the Section 173 Agreement must be provided to the Responsible Authority.

**Development Infrastructure**

8. Prior to the Certification of the Plan of Subdivision for each stage of the subdivision, a Schedule of Development Contributions must be submitted to and approved by the Responsible Authority. The Schedule of Development Contributions must show the amount of development contributions payable for that stage and any works in kind, and the amount paid in respect of prior stages to the satisfaction of the Responsible Authority.
9. At least 21 days prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision, a revised Schedule of Development Contributions must be submitted and approved by the Responsible Authority to reflect any changes to the levy rates.
10. A development infrastructure levy must be paid to the Responsible Authority in accordance with the provisions of the approved Development Contributions Plan for the land within the following specified time, namely after Certification of the relevant plan of subdivision but not more than 21 days prior to the issue of Statement of Compliance in respect of that plan.

**Public Open Space Contribution**

11. Prior to the issue of Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision, a public open space contribution as specified in Clause 52.01 of the Melton Planning Scheme must be made to the Responsible Authority in a manner which is consistent with the Diggers Rest Precinct Structure Plan.

**Section 36 of the Subdivision Act**

12. If the relevant authority considers that for the economical and efficient subdivision, servicing and access of the land, an easement is required, the permit holder may enact Section 36 of the Subdivision Act, to acquire an easement over land not in the same ownership for the purpose of servicing the development. The easements created shall be in favour of the Relevant Authority. The creation of the easement must not result in an unreasonable loss of amenity in the area.

No costs shall be borne by the Responsible Authority in enacting this permit condition, including acquiring the easement, undertaking the works or any other associated costs.

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**Planning Permit PA2017/5553 Continued**

**Foreign Residents Capital Gains Withholding**

13. If subdivision 14-D of Schedule 1 of the Taxation Administration Act 1953 (Cth) (Tax Act) applies, then

- The owner will comply with the requirements of this act;

The requirements of this condition may be varied with the written consent of Council.

14. The applicant indemnifies Council against any interest, penalty, fine or other charges incurred by Council arising from the failure by Council to pay the Amount on the Due date for payment as a result of the owners failure to comply with Condition No.15 of this permit.

The requirements of this condition may be varied with the written consent of Council.

**Boundary Fencing**

15. Prior to the issue of Statement of Compliance for each stage, replacement fencing for adjoining land in another ownership must be erected, to the satisfaction of the Responsible Authority. The total cost of the fencing must be borne by the permit holder and / or any adjoining permit holder(s).

If the fencing along these boundaries has been constructed by the adjoining permit holder, then this condition is considered to be satisfied.

**Internal Referral Conditions**

Engineering

16. The plan of subdivision for the relevant stage of the development, must show the land for the Diggers Rest – Coimadai Road widening and intersection (IT05) set aside as a road reserve in accordance with the VicRoads conditions of this permit.

Conveyance of stormwater

17. Prior to the certification of the plan of subdivision of the first stage of the development or at a later stage as directed by the Responsible Authority, drainage easements in favour of Melton City Council must be shown on the Plan of Subdivision and be to the satisfaction of the Responsible Authority. Otherwise a land access agreement between the landowner and the Responsible Authority through a Section 173 Agreement must be in place to convey the stormwater of allotments upstream and within the catchment to an outfall.

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**Planning Permit PA2017/5553 Continued**

**Functional Layout Plan**

18. Prior to the plan of subdivision being certified, a functional layout plan for the subdivision or stage of the subdivision must be submitted to and approved by the Responsible Authority. The plan must incorporate the following:
- A traffic management strategy and traffic engineering report identifying street classification, design traffic volumes, intersection treatments and any associated SIDRA electronic files, and traffic management devices to be incorporated into the development.
  - An integrated water management plan detailing drainage catchments both internal and external to the development, 1% AEP flow paths and flow volumes for the entire development. This strategy must include on-site stormwater quality improvement, and any stormwater and rainwater harvesting measures.
  - A Services Infrastructure report identifying how the development will be serviced by all utility services including but not limited to water reticulation (potable and recycled), electrical, sewer, gas, telecommunications and gas.
  - A mobility plan detailing pedestrian access, bike & hike paths, public transport routes within the development and all interconnections to adjacent existing and future developments.
  - Identification by survey of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land.
  - Details of tree protection zones (TPZs) for all trees to be retained.
  - All proposed works, and services (except pedestrian paths) must be clear of all TPZs.
  - Identification of all trees to be removed from the site.

**Construction Plans**

19. Road works and drainage works must be provided, in accordance with construction plans and specifications as approved by the Responsible Authority, prior to the issue of Statement of Compliance. Before any roads / drainage works associated with the subdivision start, detailed construction plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority.

The construction plans will not be approved until the functional layout plan(s) has been approved by the Responsible Authority and landscape plans submitted, the plan of subdivision has been certified and the locations of other authorities' services have been provided to the satisfaction of the Responsible Authority.

The construction plans must be drawn to scale with dimensions and one copy must be provided in the initial submission and subsequent resubmissions. For the final submission, a set of A1 sized plans, two A3 sized plans and a CD/DVD set of plans in pdf and AutoCAD format shall be provided.

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**Planning Permit PA2017/5553 Continued**

The construction plans must include:

- a) All necessary computations and supporting documentation, including a Form 13 for any structure, traffic data, road safety audit and geotechnical investigation report.
- b) All details of works consistent with the approved functional layout plan, submitted landscape plan and certified plan of subdivision.
- c) Design for full construction of streets and underground drainage, including measures to control / capture pollutants and silt.
- d) Provision for all services and conduits (underground), including alignments and offsets, on a separate services layout plan.
- e) All road reserve and pavement widths to be in accordance with the current Clause 56 of the Melton Planning Scheme, relevant Precinct Structure Plan or to the satisfaction of the Responsible Authority.
- f) All intersection treatments to comply with all turning movements of Council's waste collection vehicles. Turning templates will need to be submitted for verification.
- g) Where an intersection, bend or junction is part of a designated bus route or one proposed in the Precinct Structure Plan, the design shall allow for the movement of a Design Ultra Low Floor Bus (12.5m) [Austroads Design Vehicles and Turning Path Templates, 1995 (AP34-95/HB 72-1995)].
- h) Verge widths around all bends, intersections and in court heads to be a minimum of that provided at the mid-block.
- i) Priority treatments shall be provided at intersections of Access Streets, Access Places and Access Lanes unless specified by the Responsible Authority. The priority treatment at intersections shall comprise of an open invert channel across the entrance to the minor street and a low profile splitter island, line-markings and raised reflective pavement markers (RRPMs) on the minor street.
- j) Low profile splitter islands, line-markings and raised reflective pavement markers (RRPM's) on all 90-degree bends on through roads.
- k) Vehicle crossings shall be provided to each lot in accordance with Council's Residential Standards.
- l) Provision of concrete footpaths in all streets and reserves. All footpaths shall be a minimum 1.5 metres in width and be in accordance with Council Standards.
- m) Shared hike & bike paths as required within streets and reserves. All shared paths and hike & bike paths to be a minimum 2.5m in width and be in accordance with Council Standards.
- n) Car parking layout for each auto court and extended driveway. Turning templates are to be provided to verify vehicular parking and access can be achieved.
- o) All permanent court heads to allow Council's waste collection vehicles to access and egress from the courts via a three-point turn.

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**Planning Permit PA2017/5553 Continued**

- p) Provision of a temporary turning area with sufficient size in locations where the road terminates at stage boundaries to allow waste collection vehicles to complete a three-point turn.
- q) Provision of pits and conduits associated with the National Broadband Network.
- r) Provision of public lighting and underground electricity supply to all streets, footpaths, bus stops and to major pedestrian and bicycle links likely to be well used at night.
- s) The public lighting shall be designed in accordance with the current AS 1158 and Council's current Public Lighting policy. The lighting category shall be sought from Council.
- t) Access to all public properties, pathways and road crossings shall comply with the Disability Discrimination Act.
- u) A hike & bike path shall be provided along the length of the Linear Waterway and be located above the 10% AEP water levels.
- v) Provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers.
- w) The location and provision of vehicle exclusion mechanisms abutting reserves.
- x) Details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves.
- y) Appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision.
- z) Provision for the utilisation of any surplus topsoil from this stage.
- aa) Permanent survey marks.
- bb) Survey details of the canopy trunk location and size of trees to be retained and associated tree protection zones.
- cc) Details in relation to all filling on the site that must be compacted to specifications approved by the Responsible Authority.
- dd) The relocation underground of all existing aerial services, on the services layout plan.
- ee) The location of any earthworks (cut or fill) or service provision in a location outside the designated tree protection zone which does not adversely impact on the health and integrity of any trees to be retained.

*Drainage*

- ff) The drainage system of the proposed development shall be designed to ensure that flows downstream of the site are restricted to pre-development levels unless increased flows are approved by the Responsible Authority
- gg) Underground drainage shall be provided and any other drainage works necessary for the transmission of drainage as required to the outfall
- hh) All drainage works shall be designed to meet the following current best practice performance objectives for stormwater quality as contained in the Urban Stormwater – Best Practice Environmental Management Guidelines (1999):
  - ☐ 80% retention of the typical annual load of total suspended solids
  - ☐ 45% retention of the typical annual load of total phosphorus; and

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**Planning Permit PA2017/5553 Continued**

- ☐ 45% retention of the typical annual load of total nitrogen.
- ii) Provision of underground drains of sufficient capacity to serve all lots being created to a legal point of discharge and the provision of an inlet on each such lot.
- jj) All lots within the proposed development abutting or adjoining a watercourse or water body shall have a minimum 600mm freeboard above the 1 in 100 year flood levels of the water course or water body.
- kk) Roads and allotments are to be designed such that the allotments are protected with a minimum 150mm freeboard against the 1 in 100 year flood levels.
- ll) Melbourne Water approval shall be required for the connection of drainage discharge from this development into the current outfall.

*Fire Hydrants*

- mm) The requirements of Clause 56.09-3 (Fire Hydrants objective) of the Melton Planning Scheme must be satisfied, and fire hydrants must be provided for the subdivision:

- *A maximum distance of 120 metres from the rear of each lot;*
- *No more than 200 metres apart.*

Hydrants and fire plugs must be compatible with the relevant fire service equipment. Where the provision of fire hydrants and fire plugs does not comply with the requirements of Clause 56.09-3 of the Melton Planning Scheme, fire hydrants must be provided to the satisfaction of the relevant fire authority.

*As Constructed Plans (Construction plans)*

- 20. Prior to the issuance of the Statement of Compliance or at a time specified by the Responsible Authority the following must be submitted to the satisfaction of the Responsible Authority:
  - a) A complete set of 'as constructed plans' of site works, in hard copy and digital file format AutoCAD. The digital files must have a naming convention to enable identification of Council assets listed.
  - b) Asset information in digital format to include data as per "D-Spec" and "R-Spec".

*Construction Management Plan*

- 21. Prior to the commencement of onsite works, a Construction Management Plan must be prepared and approved by the Responsible Authority. When approved, the plan will be endorsed and will form part of this permit. The Construction Management Plan must include, but not limited to the following:
  - a. Proposed working hours;

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line.



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**Planning Permit PA2017/5553 Continued**

- b. Haulage routes to the site;
- c. Methods of dust suppression;
- d. Sediment control and gross pollutant management;
- e. Procedures to ensure that no significant adverse environmental impacts occur as a result of the development;
- f. Earthworks (Consistent with Construction Techniques for Sediment Pollution Control (EPA, 1991);
- g. Showing where stockpiling, machinery wash down, lay down, storage and personnel rest areas occur;
- h. Vehicle exclusion areas; and
- i. Weed management measures to be undertaken during and post construction.

In addition, the construction management plan must ensure:

- All machinery brought on site to be weed and pathogen free
  - All machinery wash down, lay down and personnel rest areas to be clearly fenced and located in disturbed areas
  - Contractors working on the site to be inducted into an environmental management program for construction work
  - Best practice erosion and sediment control techniques to be used to protect any native flora and fauna.
22. Without the prior written consent of the Responsible Authority, no soil can be stockpiled unless it is carried in accordance with any other condition of this Permit or in accordance with an approved Construction Management Plan.
23. Any stockpiled soils must be adequately protected behind a sediment barrier to prevent sediment laden runoff to the satisfaction of the Responsible Authority.

*Works outside the development boundaries*

24. Construction works must not be undertaken outside the development boundaries unless consent is given by the adjoining land owner and/or an easement is located over the works in favour of the service authority. A copy of the consent letter from the adjoining land owner must be provided to the Responsible Authority before any works commences on that land. Also any ensuing requirement for a creation of an easement must be undertaken and completed to the satisfaction of the Responsible Authority before any works commences on that land.

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**Planning Permit PA2017/5553 Continued**

Existing infrastructure and assets

25. Unless there is written consent from the Responsible Authority, all existing infrastructure and assets affected by the development must be reinstated at no cost to and to the satisfaction of the Responsible Authority. Omission of existing infrastructure or assets on a plan cannot be taken as consent from the Responsible Authority.

Early Bulk Earthworks

26. At their discretion, the Responsible Authority may allow bulk earthworks to commence prior to approval of detailed engineering (road, drainage and ancillary) plans. The following requirements must be complied with to the satisfaction of the Responsible Authority for any stage of subdivision:
- a) Functional Layout Plans and Bulk Earthwork Plans must be submitted and approved by the Responsible Authority before any earthworks commence.
  - b) Bulk Earthworks must be contained to stage boundaries. No batter slope overruns shall be allowed without relevant plans.
  - c) No structures, including but not limited to retaining walls, shall be permitted with early Bulk Earthworks.
  - d) Bulk Earthworks must not commence prior to the approval of a Construction Management Plan for the works. Once approved the Construction Management Plan will form part of the endorsed set of planning documents.
  - e) A Geotechnical Report completed by a suitably qualified geotechnical engineer must be submitted to and be to the satisfaction of the Responsible Authority. Civil (road, drainage and ancillary) works shall not commence until the Report is to the satisfaction of the Responsible Authority. All Bulk Earthworks shall be done under "Level 1 inspection and testing" conditions, as per Australian Standard AS3798.
    - At their discretion, the Responsible Authority may request further testing by test holes. The cost of any additional testing shall be borne by the Developer.
    - A pre-commencement meeting must be done prior to any Bulk Earthworks starting. A separate and subsequent pre-commencement meeting for civil (road, drainage and ancillary) works must be done prior to these works commencing.
    - Any changes to the surface level as a result of Bulk Earthworks that impacts on subsequent engineering (road, drainage and ancillary) or landscape approval remain the responsibility of the Developer until the latter of Practical Completion or issue of Statement of Compliance.

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**Planning Permit PA2017/5553 Continued**

- The Developer of the subject land must ensure that wherever the approved engineering (road, drainage and ancillary) plans show filling exceeding 200mm compacted depth (finished level) within any lot created by the subdivision, the existence of such filling must be made known to any prospective purchaser of such lot. Information on the engineering plans relating to the filling of any lot must be referred to when completing a statement pursuant to Section 32 of the Sale of Land Act.

*Works within an existing road reserve*

27. Prior to the commencement of works within an existing road reserve that is not an ICP or DCP item, a bond equivalent to 150% of the cost of road works must be provided to the Responsible Authority, unless otherwise agreed in writing by the Responsible Authority. When the works have been completed and Practical Completion has been reached, a return of the bond can be requested, as required.
28. Prior to the commencement of works within an existing road reserve that is not an ICP or DCP item, a construction schedule must be submitted and approved to the satisfaction of the Responsible Authority.
29. Without the prior written consent of the Responsible Authority, all works within an existing road reserve must be constructed within the approved time period, to the satisfaction of the Responsible Authority.
30. For construction works that extend beyond the construction period, the Responsible Authority can use the bond or part thereof to complete the works. Where the works done by the Responsible Authority is in excess of the bonded amount, the Responsible Authority can recoup these funds at the construction rates current at the time of claim against the land owner or a future land owner.

*Waste Collection during Construction*

31. Prior to any construction works commencing on existing Council roads where access to bins cannot be achieved directly outside the resident's property, the applicant/developer must, for the duration of the works, provide private and separate collection of the three types of waste (i.e. general, recycled, green) to the satisfaction of the Responsible Authority. The affected residents and Council's Waste Management Services Department must be informed of the bin collection arrangement prior to the construction works commencing.

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**Planning Permit PA2017/5553 Continued**

Landscaping

32. Prior to the Certification of Plan of Subdivision under the Subdivisions Act 1988 for the first stage of the subdivision, an amended landscape master plan for the development must be submitted to the Responsible Authority. When it is to the satisfaction of the Responsible Authority the amended landscape master plan will be endorsed and form part of the permit. The amended plan must be drawn to scale with dimensions and three copies must be provided.
33. For landscape plans associated with streetscape works, a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to and approved by the Responsible Authority prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision.

The landscape plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with any endorsed landscape master plan and must show:

- a) Location of landscape works.
- b) Location and identification of all proposed plants.
- c) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- d) Any existing street trees to be removed.

The landscape stage plans must be consistent with the most current staging plan for the development.

34. For landscape plans associated with works in reserves or other open space areas, a detailed landscape plan prepared by a person suitably qualified or experienced in landscape design must be submitted to the Responsible Authority prior to the Engineering Plans being approved. Approval of the landscape plans by the Responsible Authority must be done prior to the issue of a Statement of Compliance under the Subdivision Act 1988 for each stage of the subdivision.

The landscape plan must be drawn to scale with dimensions and three copies must be provided. The plan must be consistent with any endorsed landscape master plan and must show:

- a) Location of any reserve.
- b) Location and identification of all proposed plants.
- c) A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.

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**Planning Permit PA2017/5553 Continued**

- d) Any existing trees or infrastructure assets to be retained.
- e) Any existing trees to be removed.
- f) Details of shelters, barbecues, play equipment and other structures.
- g) Details of surface finishes of pathways, details of paths to be DDA compliant and to Council standards and standard drawings.
- h) Details of boundary fencing to be provided.

The landscape stage plans must be consistent with the most current staging plan for the development.

35. Prior to the issuing of Statement of Compliance for each stage, the following fees must be paid to the Responsible Authority:
- Plan Checking fee equating to 0.75% of the value of works.
  - Supervision fee equating to 2.5% of the value of works.
  - Lighting fee in accordance with Council current lighting policy.
36. A Certification of Compliance (Design) must be provided to the Responsible Authority by a suitably qualified practitioner for all structural works to verify they have been designed in accordance with relevant Australian Standards.
37. A Certification of Compliance (Construction) must be provided to the Responsible Authority by a suitably qualified practitioner for all structural works to verify they have been completed in accordance with relevant Australian Standards.
38. Prior to the issue of a Statement of Compliance, any fencing abutting a Council Reserve must be constructed to an urban standard and at no cost to and to the satisfaction of the Responsible Authority.
39. Prior to practical completion, or at such other time specified by the Responsible Authority, the following must be submitted to the satisfaction of the Responsible Authority:
- a) A complete set of 'as constructed plans' of landscape works in hardcopy (2 x A3 size), softcopy (.pdf) and AutoCAD (.dwg) format. The digital files must have naming conventions to enable identification of Council assets listed.
  - b) Asset information in digital format to include data as per "0-Spec".
40. Prior to the issue of a Statement of Compliance for each stage of subdivision, the landscaping works shown on the approved landscape plan for the stage must be carried out and completed to the satisfaction of the Responsible Authority, or bonded (if agreed to in writing by the Responsible Authority). If the Responsible Authority agrees to bonding of outstanding works, a time by which the works must be completed will be specified by the Responsible Authority.

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**Planning Permit PA2017/5553 Continued**

If the Responsible Authority agrees to bonding of the outstanding works, the works must be completed by the date specified on the letter of agreement. Where it is not completed by that date, the developer shall waive any rights to obstruct Council's claim on the bond to undertake the works and bill the developer for any above costs unless an extension of time is consented to by the Responsible Authority in writing.

41. Prior to the issue of Statement of Compliance for each stage of subdivision, a bond for maintenance of landscape works must be provided to and be to the satisfaction of the Responsible Authority.
42. Maintenance of landscape works, including but not limited to planting, park furniture, paths, lighting and payment of utilities must be undertaken by the developer for a period of 2 years plus additional time up to the next quarterly inspections for handover to Council (quarterly handover inspections conducted on 1 March, 1 June, 1 September, 1 December). The maintenance period must commence only after the issue of Practical Completion and end when the Final Completion (handover) letter is issued. Landscape maintenance works must be done to the satisfaction of the Responsible Authority. Otherwise rectification works must be undertaken by the developer and the maintenance period extended until it is to the satisfaction of the Responsible Authority.

Any maintenance works must be done on a regular basis or greater frequency as directed by the Responsible Authority.

43. As directed by and to the satisfaction of the Responsible Authority, utility meters including but not limited water meters for the purpose of irrigation, must be decommissioned and removed prior to the final inspection of landscape works. All costs associated with these works must be borne by the developer.
44. Transfer of billing from the developer name to the Responsible Authority must be done just prior to the Final Completion letter being issued. All costs associated with transferring the bills to the Responsible Authority must be borne by the developer.
45. Locks and associated keys used for landscape works must be handed over to the Responsible Authority prior to the off-maintenance letter being issued. The locks and associated keys must be to the satisfaction of the Responsible Authority and fully paid for by the developer.

#### Environment

46. Prior to the commencement of any works, the permit holder must advise all persons undertaking the vegetation removal and works on site of all relevant conditions of this permit.

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**Planning Permit PA2017/5553 Continued**

47. The native vegetation (habitat zones or scattered trees) which is shown as vegetation which can be removed in map 2 of the Diggers Rest Native Vegetation Precinct Structure Plan may be removed, if the removal of the native vegetation is offset to the satisfaction of the Department of Environment, Land, Water and Planning (DELWP) and the Responsible Authority.
48. Before the removal, destruction or lopping of any native vegetation within any property (identified in NVPP Map 2) the owner of the land from which the native vegetation is being removed must provide offsets by either:
- a. Providing an allocated credit extract issued by the Department of Environment, Land, Water and Planning (DELWP); or
  - b. Preparing and submitting an Offset Plan to the satisfaction of DELWP for the approval of the Responsible Authority. The Offset Plan must be approved prior to removal, destruction or lopping of any native vegetation.
49. Where an Offset Plan is required:
- a. Before the removal, destruction or lopping of any native vegetation, the owner of the land from which the native vegetation is being removed must provide on-title security for the Offset Site to the satisfaction of DELWP that provides for the implementation of the Offset Plan and pay the reasonable costs of the preparation, execution and registration of any on-title agreement.
  - b. Offsets must be initiated within 12 months of approval of the Offset Plan or before the removal of High and Very High Conservation Significance vegetation and be implemented according to the schedule of works in the Offset Plan to the satisfaction of the Responsible Authority.
  - c. Before the removal, destruction or lopping of any native vegetation to be removed (in accordance with this NVPP) must be clearly marked on site to the satisfaction of the Responsible Authority whilst works are being undertaken within the vicinity.
50. Before felling of any trees with nest or hollows, the tree must be examined for fauna by a suitably qualified zoologist. If native fauna species are found, they must be salvaged and relocated where possible, to the nearest suitable habitat, in consultation with DELWP.
51. Any construction stockpiles and machinery must be placed away from drainage lines to the satisfaction of the Responsible Authority.

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**Planning Permit PA2017/5553 Continued**

52. The Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Strategic Approach (DSE 2011) and Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Operational Plan (DSE 2011) must be implemented to the satisfaction of DELWP before during and after the carrying out of any buildings or works or native vegetation removal and all specifications and requirements of the approved plan must be complied with.
53. Prior to the commencement of any buildings and works or the removal of any vegetation, offsets for Golden Sun Moth habitat on the land must be provided to the satisfaction of DELWP. The permit holder must consult with DELWP regarding offset/habitat compensation obligations.
54. Prior to the commencement of any buildings and works or the removal of any vegetation, offsets for Striped Legless Lizard habitat on the land must be provided to the satisfaction of DELWP. The permit holder must consult with DELWP regarding offset/ habitat compensation obligations.
55. Prior to the removal of any native vegetation a contributory fee for Spiny Rice Flower must be provided to the satisfaction of the DELWP. The permit holder must consult with DELWP regarding offset/ habitat compensation obligations.
56. Before works start, an Environmental Management Plan (EMP) must be prepared and implemented to the satisfaction of the Responsible Authority. The EMP must include:
- Contractors working on the site must be inducted into an environmental management program for construction work;
  - Any native vegetation permitted to be removed must be clearly marked on site;
  - Proposed working hours;
  - Haulage routes to the site;
  - Methods of dust suppression;
  - Sediment control and gross pollutant management;
  - Procedures to ensure that no significant adverse environmental impacts occur as a result of the development;
  - Location of stockpiling, machinery wash down, lay down, storage and personnel rest areas and vehicle exclusion areas;
  - A Weed Management Plan, which outlines measures to manage weeds before, during and post works to the satisfaction of the Responsible Authority, including (not limited to):
    - Protocols for management of weeds before, during and post works
    - All vehicles, earth-moving equipment and other machinery must be cleaned of soil and plant material before entering and leaving the site to prevent the spread of weeds and pathogens
    - Location of a designated washdown area to achieve the above
    - All declared noxious weeds must be controlled

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**Planning Permit PA2017/5553 Continued**

- Any weed infestations resulting from soil disturbance and/or the importation of sand, gravel and other material must be controlled
  - Any construction stockpiles and machinery must be placed away from areas supporting native vegetation to be retained and watercourses/drainage lines to the satisfaction of the Responsible Authority;
  - Measures must be taken to ensure that no polluted water and/or sediment laden runoff is to be discharged directly or indirectly into stormwater drains or watercourses during the works (including the removal of native vegetation);
  - All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control (EPA 1991) and Environmental Guidelines for Major Construction Sites (EPA 1995);
  - Water run-off must be designed to ensure that native vegetation to be protected on adjacent sites and watercourses are not compromised; and
  - Any non-compliance identified by the Responsible Authority must be rectified immediately at no cost to Council.
57. Street trees and public open space landscaping should contribute to habitat for indigenous fauna species, in particular arboreal animals and birds.
58. Streetscapes addressing the waterway should use indigenous species and be landscaped in a complementary aesthetic.
59. No environmental weeds are to be planted (refer to Melton City Council's *Sustainable Gardening in the Shire of Melton Handbook* (2005) and the Department of Sustainability and Environments *Advisory list of Environmental Weeds of the Inland Plains bioregions of Victoria* (DSE 2009)).
60. Works are to be undertaken in accordance with the approved *Cultural Heritage Management Plan* (CHMP 12278).

**General****Urban Growth Zone – Schedule 5 Conditions****Conditions for subdivision or building and works permits where land is required for community facilities, public open space and road widening**

61. Land required for community facilities, as set out in the Diggers Rest Precinct Structure Plan or the Diggers Rest Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless the land is funded by the Diggers Rest Development Contributions Plan.

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**Planning Permit PA2017/5553 Continued**

62. Land required for public open space such as a local or district park set out in the Diggers Rest Precinct Structure Plan or the Diggers Rest Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless funded by the Diggers Rest Development Contributions Plan.
63. Land required for road widening including right of way flaring for the ultimate design of any intersection with an existing or proposed arterial road must be referred to or vested in Council or VicRoads at no cost to the acquiring agency unless funded by the Diggers Rest Development Contributions Plan.
64. Land required for a community facility, road or public open space must be shown on a Plan of Certification as a reserve in favour of Melton City Council or another relevant agency.

Small Lot Housing Code

65. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for the relevant stage containing lots of less than 300 square metres, a plan must be submitted for approval to the satisfaction of the Responsible Authority. The plan must identify the lots that will include a restriction on title allowing the use of the provisions of the Small Lot Housing Code incorporated pursuant to Clause 81 of the Melton Planning Scheme.
66. The Plan of Subdivision submitted for certification must identify whether type A or type B of the Small Lot Housing Code applies to each lot to the satisfaction of the Responsible Authority.

Employment

67. The boundary of the employment area with the applied Commercial 2 Zone must be identified on a plan of subdivision to the satisfaction of the Responsible Authority.

Eastern Grey Kangaroos

68. Prior to the commencement of any works in a stage of subdivision of land an Eastern Grey Kangaroo Management Plan must be submitted for approval to the Department of Environment and Primary Industries. The plan must include:
- Strategies (e.g. staging) to avoid land locking Eastern Grey Kangaroos, or where this is not practicable, management solutions and action to respond to their containment in an area with no reasonable likelihood of their continued safe existence
  - The subdivision and associated works must implement the Eastern Grey Kangaroo Management Plan in the timeframes set out in the plan by:
  - Proceeding in the order of stages as shown on the plan; and

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**Planning Permit PA2017/5553 Continued**

- Implementing the management solutions and actions of the Plan; all to the satisfaction of the Department of Environment and Primary Industries and the responsible authority.

*Golden Sun Moth*

69. Prior to the commencement of any buildings or works or the removal of any vegetation, offsets for Golden Sun Moth habitat on the land must be provided to the satisfaction of the Secretary of the Department of Environment and Primary Industries.

*Striped Legless Lizard*

70. The specifications and requirements contained in the documents known as:
- The Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Strategic Approach (DSE 2011); and
  - Salvage and Translocation of Striped Legless Lizard in the Urban Growth Areas of Melbourne: Operational Plan (DSE 2011); must be complied with to the satisfaction of the Secretary of the Department of Environment and Primary Industries

*Council Standard Conditions*

71. The subdivision of the land must proceed in the order of stages shown on the endorsed plans except with the prior written consent of the Responsible Authority.
72. All existing and proposed easements and sites for existing and required utility services and roads on the land must be set aside in favour of the relevant authority for which the easement or site is to be created and the plan of subdivision submitted for certification under the Subdivision Act 1988.
73. Within (4) weeks of the registration of the plan of subdivision at the Land Titles Office the following must be sent to the Responsible Authority:
- a) A Certificate of Title for all land vested in the Responsible Authority on the plan of subdivision.
74. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless otherwise agreed by the Responsible Authority.

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**Planning Permit PA2017/5553 Continued**

75. Prior to the issue of Statement of Compliance under the Subdivision Act 1988, unless otherwise agreed in writing by the Responsible Authority, compaction test results and a report must be provided and approved by the Responsible Authority. All filling on the site must be carried out, supervised, completed and recorded in accordance with AS 3798 – 1996 (Guidelines on earthworks for commercial and residential developments) to specifications to the satisfaction of the Responsible Authority. The geotechnical authority responsible for supervision and testing under this condition must be independently engaged by the applicant and not be engaged by the contractor carrying out the works to the satisfaction of the Responsible Authority.
76. Access to each lot created must be provided by a sealed and fully constructed road to the satisfaction of the Responsible Authority.
77. Streets must be named to the satisfaction of the Responsible Authority prior to the Certification of the relevant Plan of Subdivision.

Clause 66 Standard Conditions

Telecommunications

78. The owner of the land must enter into an agreement with:
- a) A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
  - b) A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network (NBN) will not be provided by optical fibre.
79. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:
- a) A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and

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**Planning Permit PA2017/5553 Continued**

- b) A suitably qualified person that fibre ready telecommunications facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Other Standard Clause 66 Conditions

80. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
81. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
82. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

**External Referral Authority Conditions**

Downer

83. The plan of subdivision submitted for certification must be referred to AusNet Services (Gas) in accordance with Section 8 of the Subdivision Act 1988

Melbourne Water

84. Prior to Certification of any stage of the estate or Council's endorsement of the proposed development layout, an appropriate Stormwater Management Strategy (inclusive of modelling) for the subdivision (in electronic format) must be submitted for Melbourne Water's review and endorsement. This strategy should align with previous advice from Melbourne Water and generally be in accordance with the relevant Precinct Structure Plan, it must also demonstrate the proposed alignments of drainage infrastructure, relevant flow path directions for the 1 in 5 year ARI and 1 in 100 year flood events. The drainage strategy also must include a free draining outfall arrangement for within the subdivision and details relating to any proposed major drainage assets passing through the site. If the development it to proceed out of sequence, Melbourne Water will require additional information relating to any temporary works proposed (retardation and sediment control).

When a Stormwater Management Strategy is available for review and endorsement, an application can be made online:

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**Planning Permit PA2017/5553 Continued**

- <https://www.melbournewater.com.au/Planningandbuilding/Applications/Pages/Stormwatermanagement-strategy-review.aspx>
85. Prior to the Certification of any stage of the estate, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
86. Prior to Certification, the Plan of Subdivision must show sufficiently sized easements and/or reserves to be created over any proposed Melbourne Water asset to our satisfaction. Melbourne Water will not endorse the siting or sizing of a drainage reserve until appropriate design information has been submitted and approved by the relevant authorities.
87. Prior to the Certification of any stage of the estate associated with works that is to be constructed in conjunction with Melbourne Water's Development Services Scheme/Strategy; a sequencing arrangement confirming the timing of the delivery of those works is to have been agreed between Melbourne Water and the Owner.
88. The Developer/Owner must arrange and fully fund fencing along the common boundary with any future Melbourne Water reserve to the satisfaction of Melbourne Water.
89. Prior to the issue of a Statement of Compliance, the Owner shall enter into and comply with an agreement with Melbourne Water Corporation for the acceptance of surface and storm water from the subject land directly or indirectly into Melbourne Water's drainage systems and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water Corporation.
90. Pollution and sediment laden runoff shall not be discharged directly or indirectly into Melbourne Water's drains or waterways. Prior to the issue of a Statement of Compliance, a council approved Site Management Plan detailing pollution and sediment control measures is to be submitted to Melbourne Water for our records.
91. Prior to the issue of a Statement of Compliance, Melbourne Water requires evidence demonstrating that appropriate interim drainage solutions (retardation and sediment control) have been implemented to mitigate the risk to downstream landowners. Council acceptance of any temporary drainage infrastructure should be forwarded to Melbourne Water; and for any works proposed around our mains, drains and waterways, a separate application must be made direct to Melbourne Water's Asset Services team.

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**Planning Permit PA2017/5553 Continued**

92. Prior to the issue of a Statement of Compliance, a free draining outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s). Written acceptance from downstream landowner(s) and Council is to be forwarded to Melbourne Water for our records. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owner(s).
93. Prior to the issue of a Statement of Compliance, a separate application direct to Melbourne Water's Asset Services team, must be made for any works around our mains, drains and waterways. Applications shall be made online via the Melbourne Water website. Prior to the issue of a Statement of Compliance, copies of all relevant Asset Services signed practical completion forms must be submitted.
- For queries contact Asset Services on 131 722 or [assetservices@melbournewater.com.au](mailto:assetservices@melbournewater.com.au)
94. Prior to the issue of a Statement of Compliance, council approved engineering plans of the subdivision (in electronic format) are to be submitted to Melbourne Water for our records. These plans must show road and drainage details and any overland flow paths for the 100 year ARI storm event. A Certified Survey Plan (CSP) may be required following our comments on the engineering plans.
95. All new lots are to be filled to a minimum of either; 300mm above the 1% Annual Exceedance Probability AEP flood level associated with an existing or proposed Melbourne Water asset or 600mm above the 1% AEP flood level associated with an existing or proposed Melbourne Water waterway, wetland or retarding basin, whichever is the greater.
96. Prior to the issue of a Statement of Compliance for the subdivision, a certified survey plan (CSP) prepared by or under the supervision of a licensed land surveyor, showing finished lot levels reduced to the Australian Height Datum, must be submitted to Melbourne Water for our records. The CSP must show the 1% AEP flood levels associated with an existing or proposed major drainage or stormwater quality assets.
97. Prior to the issue of a Statement of Compliance, Melbourne Water requires flood mapping of the major overland flow paths for the subdivision. Melbourne Water requires the submission of these plans to be submitted in one of the following electronic formats:
- .tab (mapinfo)
  - .mif/mid (mapinfo interchange)
  - .dxf (autocad)
  - .gml (OS mastermap)

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**Planning Permit PA2017/5553 Continued**

98. Stormwater runoff from the subdivision must achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater as set out in the 'Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO) 1999'.

VicRoads

99. Before the works associated with Stage 35 of the subdivision starts, interim and ultimate functional layout plans for the intersection of Diggers Rest Coimadai Road and the North South Connector Street (IT05), must be submitted to and approved by the Roads Corporation. When approved by the Roads Corporation, the plans may be endorsed by the Responsible Authority and will then form part of the permit. The plans must be drawn to scale with dimensions and two copies must be provided. The plans must be generally in accordance with the plans submitted with the application (Road Hierarchy - Parcel C Bloomdale dated 2018 by SMEC).
100. The plan of subdivision for Stage 35 to be certified by the Responsible Authority under the Subdivision Act 1988, must show the following:
- a) Land to be set aside for the construction of the ultimate intersection at Diggers Rest Coimadai Road and the North-South Connector Street (IT05), generally in accordance with the Diggers Rest- Coimadai PSP.
  - b) Any land set aside as Road be labelled "ROAD" on the plan of subdivision.
  - c) All land to be vested as road or reserve, for which the Roads Corporation is to be responsible, be vested in the name of the ROADS CORPORATION (not VicRoads).
  - d) Any land to be set aside as Reserve for which the Roads Corporation is to be responsible be labelled "RESERVE FOR USE OF THE ROADS CORPORATION" on the plan of subdivision.
101. Prior to the issue of a Statement of Compliance for Stage 35 of the Subdivision, the road works required at the intersection of Connector Street and Diggers Rest Coimadai Road (IT05), must be completed to the satisfaction of and at no cost to the Roads Corporation (VicRoads).
102. The road works required must not be delayed beyond Stage 35, without the written consent of the Responsible Authority and the Roads Corporation

Public Transport Victoria

Unless otherwise agreed in writing with the Head, Transport for Victoria, prior to the certification of a plan of subdivision which contains a bus stop nominated in the bus stop location plan appended to the Transport for Victoria Referral Response dated 15 March 2018, construction engineering plans relevant to that stage of the subdivision

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**Planning Permit PA2017/5553 Continued**

103. must be submitted of the Head, Transport for Victoria. The plan must be to the satisfaction of the Head, Transport for Victoria and show the following:
- a) The road cross section to be constructed, and a concrete hardstand area for passengers on both of the road;
  - b) A barrier kerb for the 9.2m prior to the bus flag position(situated as per PTV standard drawings & barrier kerb built to VicRoads standard design) to the satisfaction of Transport for Victoria;
  - c) A design compliant with the Disability Discrimination Act – *Disability Standards for Accessible Public Transport 2002*;
  - d) Footpath or ramps built between the bus stop hardstand connecting to the nearby public footpath.
104. Unless otherwise agreed in writing with the Head, Transport for Victoria, prior to the issue of a Statement of Compliance for any subdivision stage which contains a bus stop(s) nominated in writing by the Head, Transport for Victoria, concrete hard stand pads for passengers must be constructed in accordance with the endorsed plans at the full cost of the permit holder.

Western Water

105. Payment of new customer contributions for each lot created by the subdivision/development, such amount being determined by Western Water at the time of payment.
106. Reach agreement with Western Water for the provision and funding of water supply, recycled water supply (*if recycled water is to be provided*) and sewerage services necessary to service the subdivision/development.
107. Provision of reticulated water mains and associated construction works to front each allotment within the subdivision/development, at the developers expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
108. In accordance with any agreement required by Western Water, the provision of recycled water mains and associated construction works to front each allotment within the subdivision/development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
109. Provision of reticulated sewerage and associated construction works to each allotment within the subdivision/development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.

A handwritten signature in black ink, appearing to be "S. Smith", written over a horizontal line.



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**Planning Permit PA2017/5553 Continued**

110. The owner shall reach an agreement with Western Water regarding the construction of any Shared Assets (water mains or recycled water mains that are greater than 150mm diameter and gravity sewerage mains that are greater than 225mm diameter), required to service the subdivision/development. The construction of Shared Assets reimbursable by Western Water shall comply with Western Water's Procurement Procedure and Guide to New Customer Contributions.
111. Provision of easements in favour of Western Water over all existing and proposed sewer mains located within private property. The easement shall be 3.0 metres wide for combined sewer and drainage easements and 2.5m wide for a dedicated, sewerage easement.
112. The developer must demonstrate the appropriate management of any health and environmental risks associated with the supply and use of recycled water to the satisfaction of Western Water.
113. Comply with Western Water's Class A Recycled Water Developer Guidelines for the supply *and use of recycled water (if recycled water is to be provided)* within the subdivision/development to the satisfaction of Western Water.
114. Evidence must be provided in a form satisfactory to Western Water that will ensure all future lot owners are made aware that, if recycled water is to be provided, each dwelling must have recycled water plumbed to a front and rear outdoor tap as well as to all toilets.
115. Prior to the issue of a statement of compliance, evidence must be provided in a form satisfactory to Western Water that will ensure all future lot owners are made aware that they must undertake water efficiency measures to limit the amount of potable water used.
116. Preparation of a digitised plan of subdivision and ancillary requirements in accordance with Western Water's drafting standards and practices.
117. The operator under this permit shall be obliged to enter into an Agreement with Western Water relating to the design and construction of any sewerage, water or recycled water works required. The form of such Agreement shall be to the satisfaction of Western Water. The owner/applicant shall make a written request to Western Water for the terms and conditions of the agreement.
118. All contractors engaged on construction of Subdivision Infrastructure obtain a Water Carters Permit from Western Water and comply with that permit at all times. The permit will include a requirement for the Water Carter Permit holder to:
  - Own a metered hydrant approved by Western Water;
  - Meter and pay for all water taken;

Page 26 of 28

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Date Issued: 19 June 2018

Signature of the  
Responsible Authority:

A handwritten signature in black ink, appearing to be "S. Smith", is written over a horizontal line.



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**Planning Permit PA2017/5553 Continued**

- Display a Western Water Permit Number Sticker on the tanker;
- Only take water from nominated hydrants or standpipes;
- Only use water for the purpose approved in the Water Carters Permit;
- Avoid wastage of water on site; and
- Comply with any water restrictions imposed by Western Water at the time water is used.

For the purpose of this condition, Subdivision Infrastructure includes new and alterations to existing: roads, drains, water mains, sewer mains, power supply, telephone, gas and any other service infrastructure required by this permit and dust suppression during construction of the same.

Notwithstanding the above, a Water Carters Permit is not required if the permit holder and contractors engaged by the permit holder can demonstrate to the satisfaction of Western Water that water is not required from Western Water's town water supply systems to construct Subdivision Infrastructure as defined above.

119. The developer must produce for approval by Western Water an Integrated Water Management Plan that incorporates water efficiency measures and water-sensitive urban design techniques that reduce reliance on potable water by increasing utilisation of fit-for-purpose alternative water such as stormwater, rainwater and recycled water. This plan must set out subdivision outcomes that appropriately respond to the site and its context for integrated water management to the satisfaction of Western Water. When approved by Western Water, the Integrated Water Management Plan will form part of the permit and the requirements of the Integrated Water Management Plan must be implemented before the issue of a statement of compliance.

**Expiry**

120. This permit will expire if:

- a) The plan of subdivision for the first stage is not certified within two years of the date of the permit; or
- b) The plan of subdivision for the last stage of the subdivision is not certified within ten years of the date of this permit; or
- c) The registration of the plan of subdivision for each stage is not completed within five years from the date of certification of that stage.

The Responsible Authority may extend the time if a request is made in writing before the permit expires or within six months afterwards.

A handwritten signature in black ink, appearing to be "J. J. J.", is written over a horizontal line.



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## Planning Permit PA2017/5553 Continued

### Notes:

#### *Melbourne Water*

- The subdivision is to make provision for overland flows from the upstream catchment utilising roads and/or reserves. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
- Local drainage must be to the satisfaction of Council.
- All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
- Any road or access way intended to act as a stormwater overland flow path must be designed and constructed to comply with the floodway safety criteria outlined within
- Melbourne Water's Planning and Building website.
- To find out more information in regards to building in flood prone areas please visit our website for more information.

#### *Western Water*

- Until such time as the permit holder accepts any offer by Western Water under Western Water's section 268(2) WaterAct 1989 (Vic) notice to provide recycled water services to lots created by the subdivision (or a stage of the subdivision) authorised under this planning permit, Western Water reserves the right to provide, or not provide, recycled water to lots created by the subdivision (or a stage of the subdivision) authorised under this planning permit.

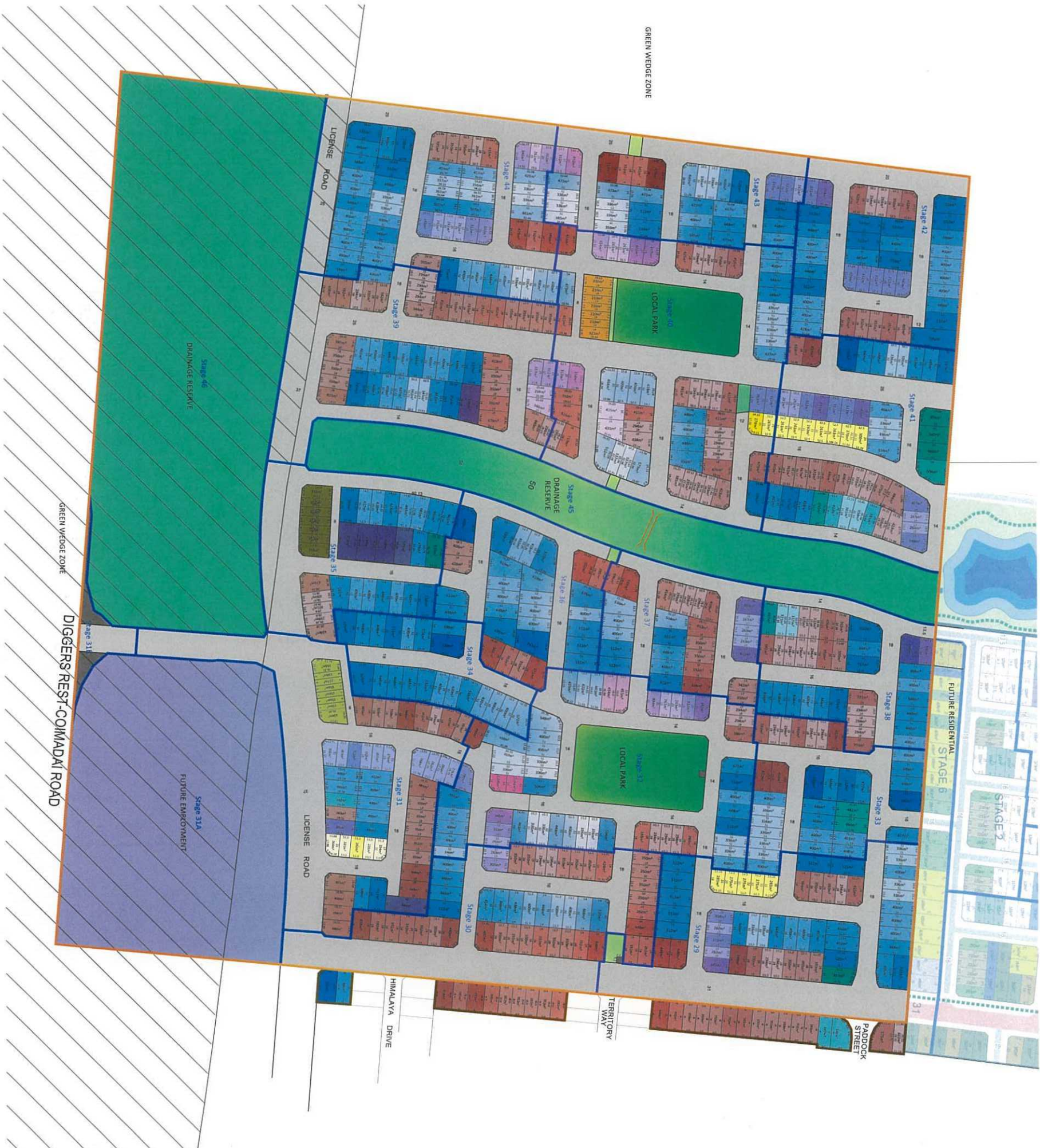
### Environment

#### *Habitat compensation obligations*

- The land covered by the application is subject to the Final approval for urban development in three growth corridors under Melbourne urban growth program strategic assessment 5 September 2013 under the *Environmental Protection and Biodiversity Conservation Act 1999* (EPBC Act). Any actions associated with urban development must be undertaken in accordance with the requirements of the *Biodiversity Conservation Strategy for Melbourne's Growth Corridors* (DEPI 2013). Persons taking actions associated with urban development must comply with the habitat compensation arrangements and fees described in the *Biodiversity Conservation Strategy and Habitat Compensation under the Biodiversity Conservation Strategy for Melbourne's Growth Corridors* (DEPI 2013). The developer must contact DELWP to determine habitat compensation obligations for the development. Salvage and translocation of threatened flora and fauna species must be undertaken in the carrying out of development to the satisfaction of the Secretary of the Department of Environment, Land, Water and Planning. DELWP must be consulted to determine if any salvage and translocation applies to the proposed development.

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# Subdivision Concept Plan Parcel C

Bloomdale, Diggers Rest

Date Issued: 22/05/2019 | Revision: AD  
 SMEC Project Reference: 3410212U  
 Drawn by: JLI | Checked by: D. Shah



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**Legend**

- Parcel C
- Parcel B1 Remainder
- Stage Boundary
- Road widening
- Connect and local roads
- Aspect Emission Overlay
- Employment and
- Drainage Reserve
- Future Residential
- Local Park
- Drainage Reserve
- Future Employment
- Green Wedge Zone
- Future Residential
- Local Park
- Drainage Reserve
- Future Employment
- Green Wedge Zone

Stage Area (ha)	Parcel B1 Remainder	Total Parcel C + B1 Remainder	% Site	% NDA
66.512ha	1.081ha	67.593ha	0.20%	
0.14	0.00	0.14	0.20%	
0.14	0.00	0.14	0.20%	
12.25	0.00	12.25	2.41%	3.05%
12.25	0.00	12.25	1.63	0.19%
1.03	0.00	1.03	0.13	0.13
0.13	0.00	0.13	0.13	0.13
14.14	0.00	14.14	20.92%	
Total				

Total Net Developable Area (NDA)	Other Uses	Employment Area	Front Loaded	Rear Loaded	Total	Density
52.37	5.76	28.34	27.82	0.52	18.27	0.02
53.45	5.76	29.42	28.90	0.52	18.27	0.02
48.61	1.08	47.53	27.03%	34.18%	0.04%	0.03%
48.61	1.08	47.53	70.50%	89.22%		

Lot Yield	Front Loaded	Rear Loaded	Total	Density
688	22	710	15.2	25.0
715	22	737	15.5	

NOTE:  
 TIMING OF DELIVERY OF  
 INFRASTRUCTURE WITHIN  
 MELBOURNE WATER  
 RESERVES (stages 45 & 46)  
 WILL BE SUBJECT TO  
 MELBOURNE WATER  
 APPROVAL.

Stage Area	Parcel C	Parcel B1 Remainder	Total	% Type	% Total
66.512ha	1.081ha	67.593ha	67.593ha		
10m	4	0	4	60%	1%
12m	2	0	2	30%	0%
14m	0	0	0	0%	0%
16m	0	0	0	0%	0%
18m	0	0	0	0%	0%
20m	0	0	0	0%	0%
22m	0	0	0	0%	0%
24m	0	0	0	0%	0%
26m	0	0	0	0%	0%
28m	0	0	0	0%	0%
30m	0	0	0	0%	0%
32m	0	0	0	0%	0%
34m	0	0	0	0%	0%
36m	0	0	0	0%	0%
38m	0	0	0	0%	0%
40m	0	0	0	0%	0%
42m	0	0	0	0%	0%
44m	0	0	0	0%	0%
46m	0	0	0	0%	0%
48m	0	0	0	0%	0%
50m	0	0	0	0%	0%
52m	0	0	0	0%	0%
54m	0	0	0	0%	0%
56m	0	0	0	0%	0%
58m	0	0	0	0%	0%
60m	0	0	0	0%	0%
62m	0	0	0	0%	0%
64m	0	0	0	0%	0%
66m	0	0	0	0%	0%
68m	0	0	0	0%	0%
70m	0	0	0	0%	0%
72m	0	0	0	0%	0%
74m	0	0	0	0%	0%
76m	0	0	0	0%	0%
78m	0	0	0	0%	0%
80m	0	0	0	0%	0%
82m	0	0	0	0%	0%
84m	0	0	0	0%	0%
86m	0	0	0	0%	0%
88m	0	0	0	0%	0%
90m	0	0	0	0%	0%
92m	0	0	0	0%	0%
94m	0	0	0	0%	0%
96m	0	0	0	0%	0%
98m	0	0	0	0%	0%
100m	0	0	0	0%	0%
Total	710	27	737		
Density	15.2	25.0	15.5		

**ENDORSEMENT**  
 Planning And Environment Act 1987  
 Melton Planning Scheme  
 This Plan Is Hereby Endorsed And Forms  
 Page \_\_\_\_\_ Of The  
 Plan Referred To In Planning Permit  
 No: PA2017/5533  
 Signed For And On Behalf Of  
 The Responsible Authority  
 This Plan Supersedes The Corresponding Plan  
 Endorsed On 19/6/18 (Date)  
 Date 28/5/19

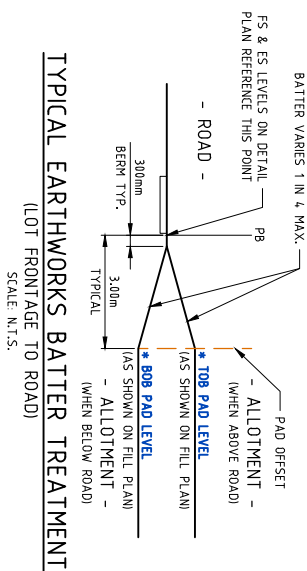
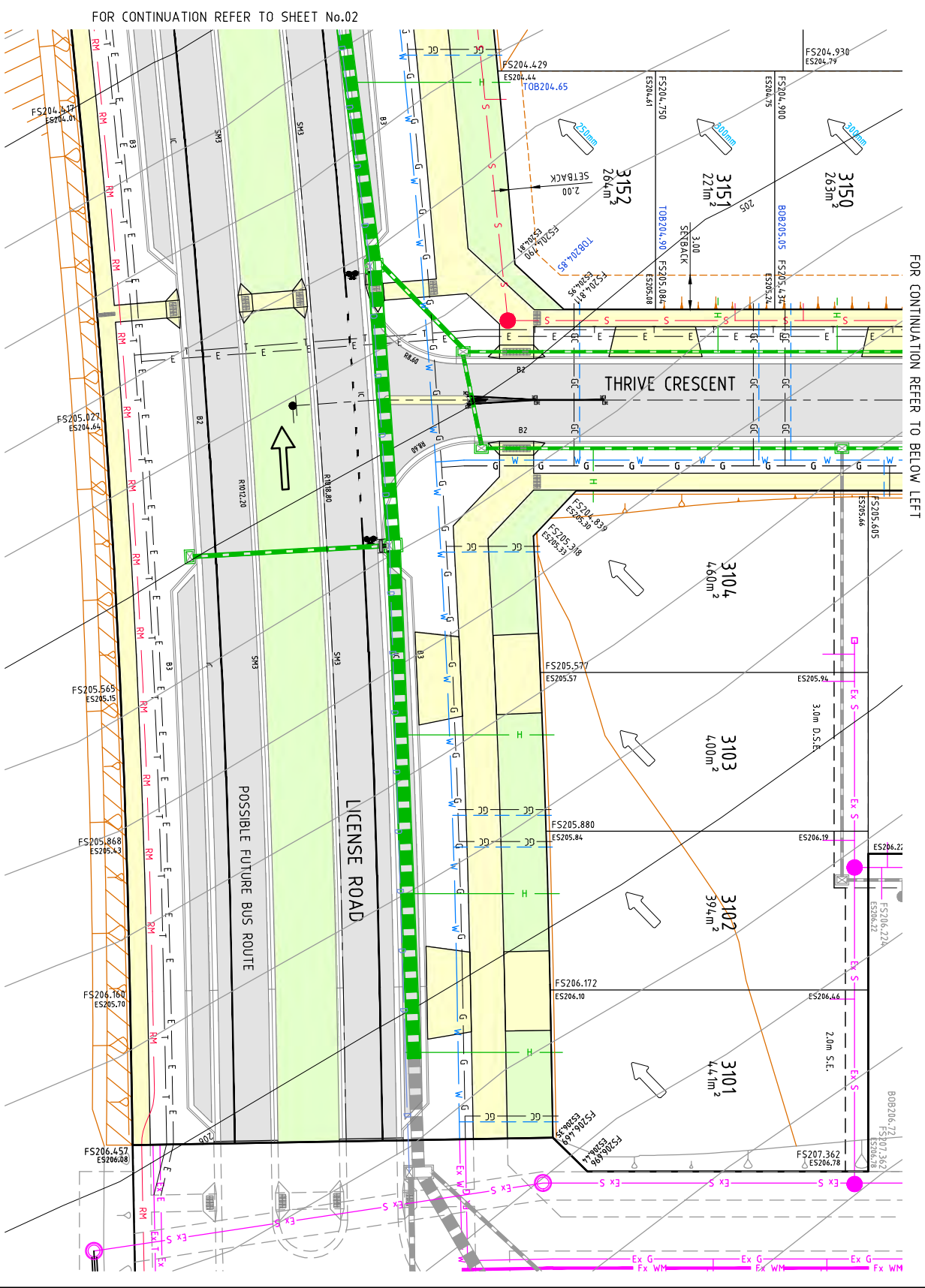
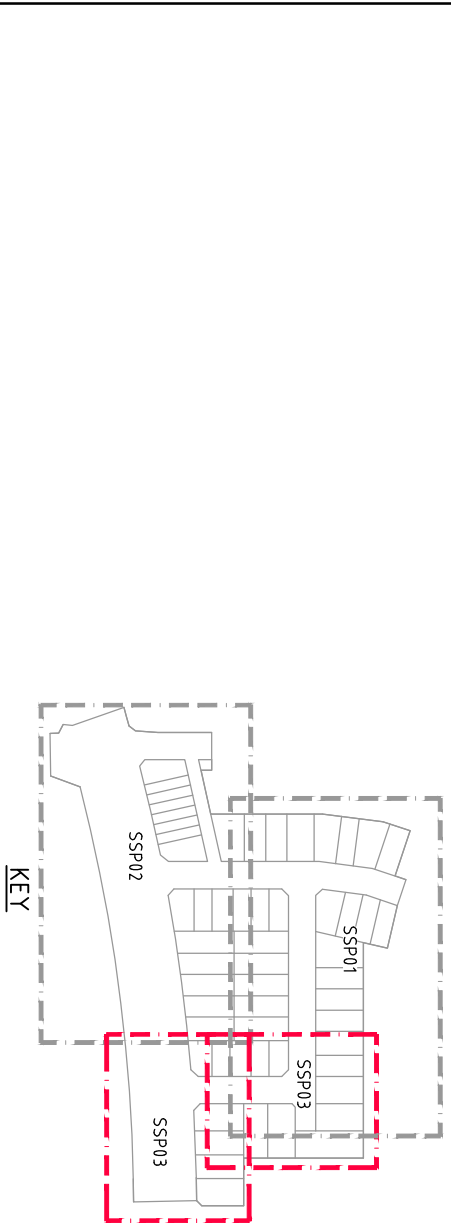
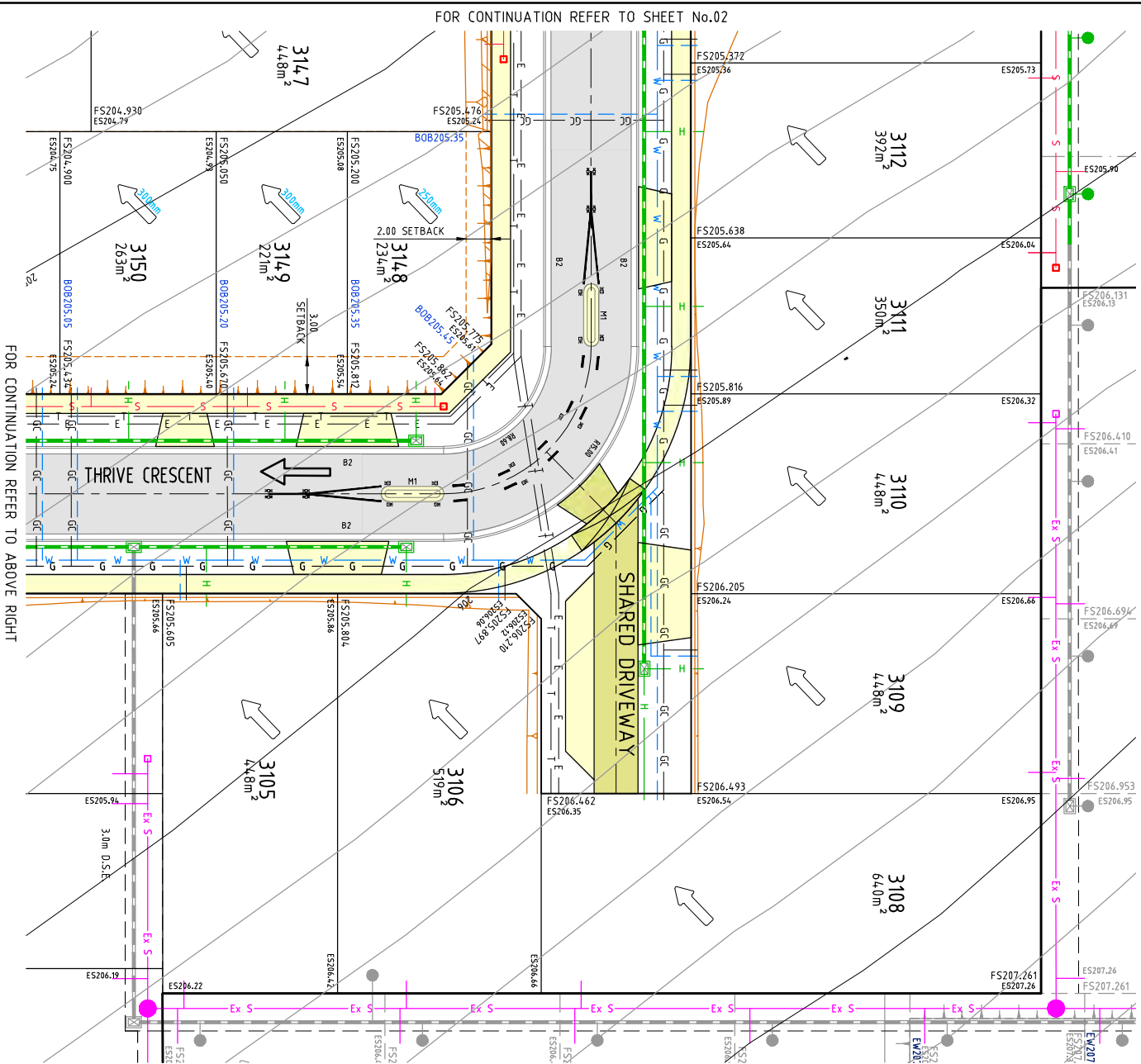










FILL PLAN NOTES

THIS PLAN SHOWS DETAILS OF WORKS AFFECTING THE NATURAL SURFACE OF THE LAND WITHIN THE SUBDIVISION WHICH HAVE BEEN CARRIED OUT OR ARE PROPOSED TO BE CARRIED OUT PRIOR TO REGISTRATION OF THE PLAN OF SUBDIVISION, BEING FILL PLACED ON THE LAND TO THE EXTENT AND DEPTH SHOWN ON THIS PLAN.

THIS PLAN DOES NOT SHOW ANY OTHER FILL WHICH MAY HAVE BEEN PLACED ON THE LAND PRIOR TO THE CIVIL WORKS BEING UNDERTAKEN.

THIS PLAN HAS BEEN PREPARED FOR THE PURPOSE OF CONSTRUCTING SUBDIVISION WORKS AND IS NOT A RECORD OF 'AS BUILT' DETAILS.

FILLING SHOWN LESS THAN 20mm DEEP IS GRADED OR SPREAD OVER ALLOTMENTS TO CORRECT MINOR SURFACE IRREGULARITIES SUCH AS FURROWS ETC AND LOT GRADING.











IRRESPECTIVE OF THE DEPTH OF FILLING FOUNDATIONS MUST BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH A SOIL CLASSIFICATION AND REPORT PREPARED FOR THE PURPOSE AND IN ACCORDANCE WITH THE APPROPRIATE BUILDING REGULATIONS.

THE AREA MARKED THUS  ON THIS PLAN INDICATES FILL DEEPER THAN 200mm PLACED ON ALLOTMENTS.

THE EXTENT OF AND DEPTH OF FILL MUST BE CONFIRMED BY A PROPER GEOTECHNICAL INVESTIGATION BY AN EXPERIENCED PRACTITIONER.

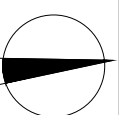
NOT TO BE USED FOR CONSTRUCTION		
D	FALL FOR BENCHING ADDED	TL 06/06/19
C	AMENDED TO POS V6 LAYOUT	TL 05/06/19
B	ROAD NAME REVISED	TL 24/01/19
A	PRELIMINARY ISSUE	TL 20/12/18

Drawn R.YOUNG  
Date -  
AN -  
Designed K.PHAL  
Date -  
AN -  
Verified -  
Date -  
AN -  
Approved -  
Date -  
AN -

 EXISTING WATER MAIN  
 EXISTING GAS MAIN  
 EXISTING ELECTRICAL CABLE  
 EXISTING SEWER MAIN & MANHOLE  
 EXISTING TELECOMM. CABLE  
 EXISTING STORMWATER DRAIN & PIT  
 CONSTRUCTED PRE DEVELOPMENT  
 BATTER GRADE (AS SPECIFIED)  
 (SHOWN WHERE GRADES > 1 in 10)  
 ALLOTMENT PAD BOUNDARY

**LEGEND**

	SEWER MAIN AND MANHOLE		WATER
	STORMWATER DRAIN & PIT		RECYCLED WATER
	SW DRAIN & PIT CONSTRUCTED IN PREVIOUS STAGES		TELECOMMUNICATIONS
	HOUSE DRAIN		ELECTRICITY
	GAS CONDUIT		GAS
	WATER CONDUIT		STREET LIGHT
	EXISTING SURFACE LEVEL (CORNER)		DW HYDRANT
	FINISHED SURFACE LEVEL (CORNER)		DW MANHOLE
	TOP OF BATTERY LEVEL		DW VALVE
	BOTTOM OF BANK LEVEL		DIRECTION OF FLOW



## BLOOMDALE ESTATE

**PARCEL C - STAGE 31**

146 DIGGERS REST-COIMADAI ROAD, DIGGERS REST, 3427

## SALES SERVICING PLANS

**SHEET 03 OF 03**

Drawing No. 12655.31SSP03 Rev D

Sheet No. 03 PRELIMINARY



**DALTON  
CONSULTING  
ENGINEERS**

ABN 78 429 221 049

**VICTORIA**  
T 61 3 9813 7400  
W [dalton.com.au](http://dalton.com.au)

**QUEENSLAND**  
T 61 7 3374 9000  
E [info@dalton.com.au](mailto:info@dalton.com.au)

ABN 78 429 221 049  
QUEENSLAND  
T 61 7 3374 9000  
E [info@dceng.com.au](mailto:info@dceng.com.au)

# Bloomdale

by AVID Property Group

## *Home Design Guidelines*

*Stage 31 - July 2019*



*Life in full BLOOM*

ILLUSTRATIVE MASTER PLAN OF BLOOMDALE







#### LEGEND

- Stage 31
- Land lots
- Rear loaded lots
- Lots with reduced setback

#### NOTES:

- The dimensions shown on the illustrative master plan are indicative only. Detailed lot dimensions are shown on Plan of Subdivision.
- The depiction of landscaping, footpaths street tree planting, embellishment of parks and the like are indicative only and do not necessarily reflect final design that requires the inputs and approvals by various authorities.



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# 01 Introduction

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Bloomdale, Diggers Rest is a vast new residential development designed to create an exceptional living environment for all residents. Residents will be provided with a host of desirable and functional services, with a focus on quality of lifestyle.

The Bloomdale master plan has been developed as a specific response to its natural environment, with the intent of nurturing a cohesive neighbourhood and promoting the needs of its community. Ranging in lot size, the Bloomdale master plan is delivering in excess of 1650 lots in a community based environment.

In addition to the natural attributes offered at Bloomdale, master planning will also cater for an architecturally designed activity centre. Proposed to be centrally positioned, this facility will form the hub for many community based activities and reflect the progressive architectural principles of design which will be encouraged and reflected throughout the entire community.

## 1.1 DESIGN GUIDELINES

These Design Guidelines apply to all residential lots approved under Melton Planning Permit No. PA2017/5553 that are within stage 31, and do not apply to any medium density development sites created under that permit requiring a separate planning permit.

The Design Guidelines have been prepared to assist Land or Home Owners, Designers and Builders by guiding the design of the built environment within Bloomdale. These Design Guidelines present a series of measures designed to protect the design integrity of Bloomdale and ensure a high standard of innovative, contemporary and environmentally compatible design that will support the value of the investment in your home.

The Design Guidelines will also support the creation of the character of the neighbourhood, and to achieve an appropriate level of quality for housing and streetscape development at Bloomdale.

These Design Guidelines may be amended on occasions at the developer's discretion, subject to Melton City Council approval, to reflect changes in design trends or to coincide with the release of later stages.

All care has been taken to ensure that the Design Guidelines comply with current building legislation. However, the Land or Home Owner is responsible for ensuring compliance with all statutory requirements.

Land or Home Owners, Designers and Builders should review these Design Guidelines in conjunction with the land sales contract.



## 1.2 DESIGN APPLICATION AND APPROVAL PROCESS

The siting and design of homes at Bloomdale is to be approved by The Bloomdale Building and Design Approval Committee (BBDAC). Approval by the BBDAC is required before applying for a building permit for the construction of a new dwelling.

Approval by the BBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or Melton Planning Scheme. The BBDAC also reserves the right to approve applications based on architectural merit. It is the applicant's responsibility to ensure that plans meet the relevant planning and building requirements, in addition to these design guidelines.

The BBDAC Approval application form and checklist is included as an Appendix to this document. Only a fully scaled set of application documents will be considered. No concept designs will be accepted.

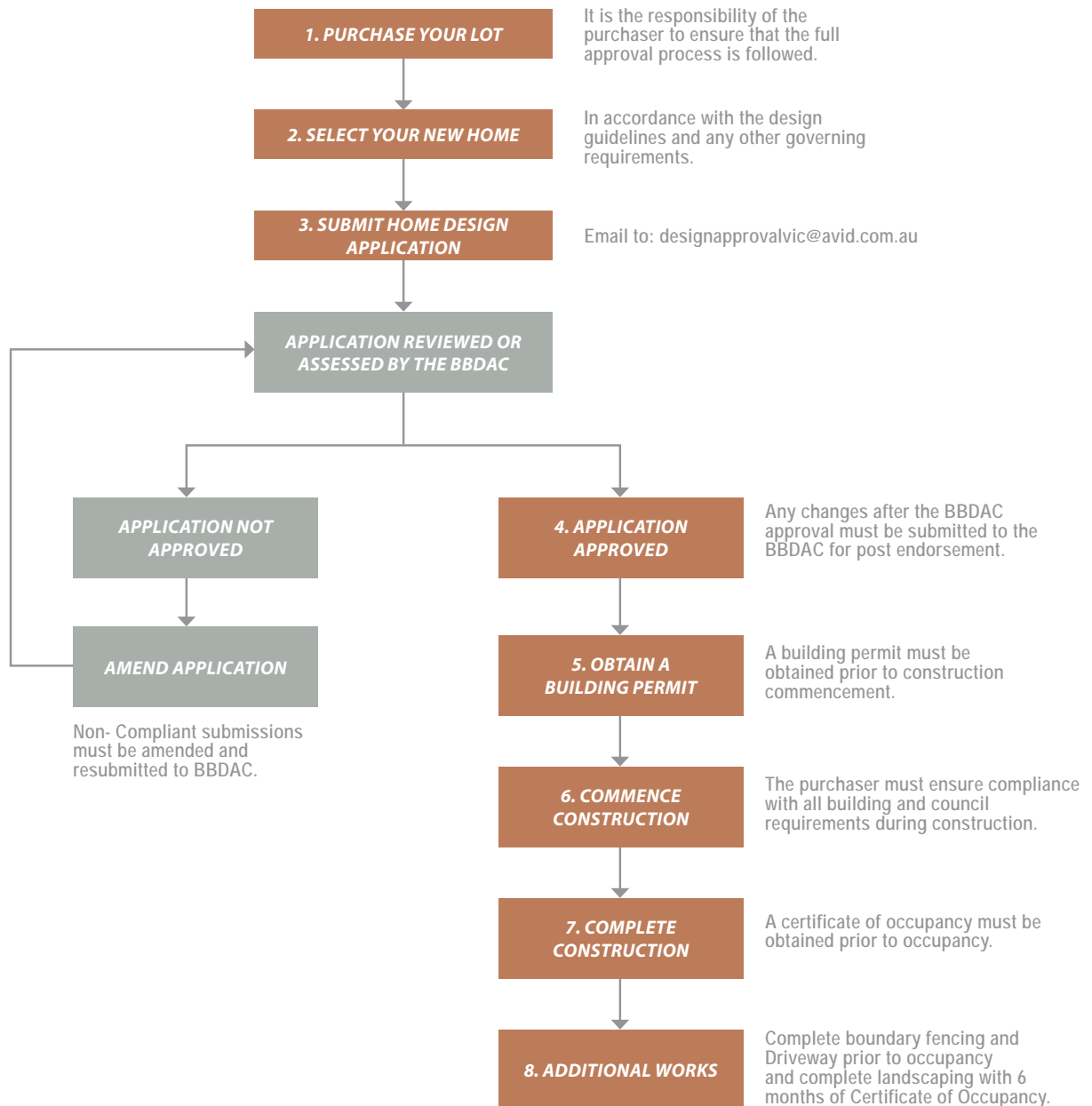
The BBDAC will assess all designs and if they are compliant with the Design Guidelines, provide a letter of approval along with an endorsed copy of the plans and external colour schedule. Applications that substantially comply with the Design Guidelines may be given a letter of approval with conditions requiring the rectification of minor deviations. These deviations may also be noted on the plans. The BBDAC may also offer suggestions intended to improve designs.

If the design submission does not comply with the Design Guidelines, the BBDAC will advise the applicant of the reasons of non-compliance and suggest amendments. Applicants will then be required to re-submit amended plans in order to gain approval.

The final decision of all aspects of the Design Guidelines will be at the discretion of the BBDAC. The BBDAC will endeavour to process applications as quickly as possible, generally within 7 business days of receipt. Once approval is obtained an application for a building permit may be lodged with the City of Melton or an accredited building surveyor.

Email to: [designapprovalvic@avid.com.au](mailto:designapprovalvic@avid.com.au)

## STEPS IN THE DESIGN APPLICATION AND APPROVAL PROCESS



### 1.3 MEDIUM AND HIGH DENSITY LOTS

The requirements contained in these design guidelines do not cover integrated development sites that require a separate planning permit from Council. Prior to a planning application being lodged with Council for the development of an integrated site, the plans must be assessed and approved by the BBDAC.

### 1.4 PLANNING PERMIT

A planning permit is not required to construct or extend one dwelling on a lot with an area less than 300m<sup>2</sup> where:

- the lot is identified as a lot where the provisions of the Small Lot Housing Code apply, via a restriction on title.
- the dwelling is constructed or extended in compliance with the building envelope.

Lots with an area of 300m<sup>2</sup> or less which do not comply with the building envelope defined in the Small Lot Housing Code, or any other requirements of the Small Lot Housing Code are required to obtain a planning permit from Melton City Council prior to obtaining a Building Permit. These lots must also comply with the relevant requirements of these design guidelines and obtain approval from the BBDAC before applying for a Planning Permit.

For information on how to apply for a Planning Permit, please refer to the Council's website ([www.melton.vic.gov.au](http://www.melton.vic.gov.au)) or contact the Council's Planning Department on 9747 7200.

### 1.5 COVENANTS

These Design Guidelines are registered on the property Title as a Memorandum of Common Provisions (MCP) referred to by a restrictive covenant.

In the event that requirements under the Design Guidelines contradict covenants defined within the Plan of Subdivision or the MCP, the Plan of Subdivision or the MCP will prevail.

### 1.6 STATUTORY OBLIGATIONS

Together with the Design Guidelines and Covenants, it will be the purchaser's responsibility to ensure all submitted documents comply with the Victorian Building Code, Rescode and all other planning and authority requirements, along with current Victorian energy rating standards prior to construction.

## 02 Dwelling Design

### 2.1 DWELLINGS

Only one dwelling is permitted per property for lots under 600m<sup>2</sup>.

On a lot greater than 600m<sup>2</sup>, an additional dwelling is subject to approval from the BBDAC and City of Melton and may be considered for:

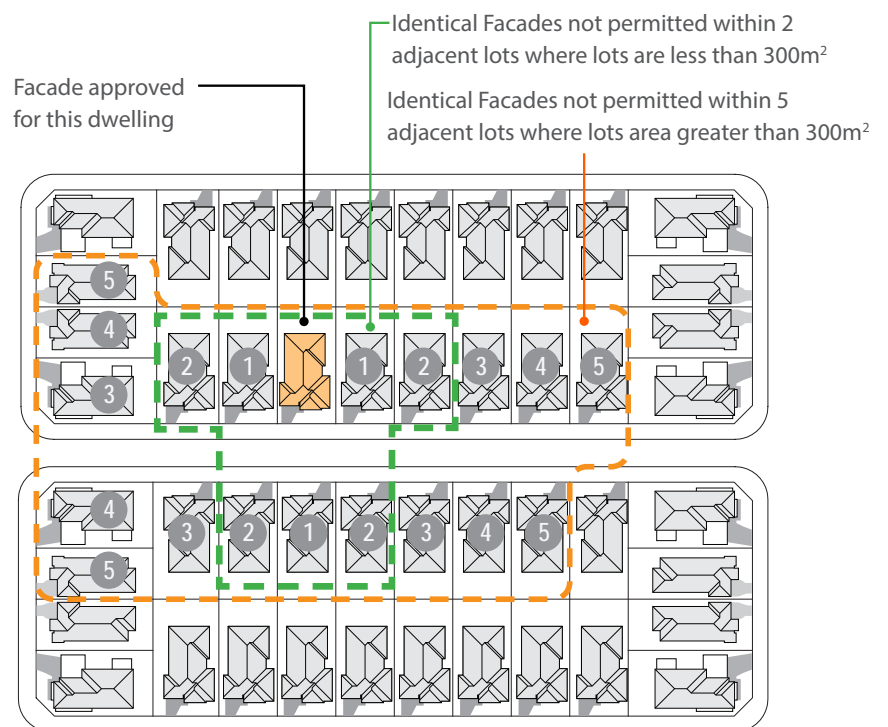
- (a) A dependant persons unit on lots greater than 600m<sup>2</sup>;
- (b) Corner lots and
- (c) Lots identified as medium density or integrated housing sites.

No further subdivision is permitted without the written approval of the BBDAC.

### 2.2 IDENTICAL FAÇADE ASSESSMENT



Example of non compliance facades, identical facades too close together



In order to uphold the integrity of all new homes, 2 dwellings with identical façades must not be built within 5 contiguous lot spaces of the original lot. Provision includes lots either side, opposite and encompassing other street frontages where applicable.

On lots less than 300m<sup>2</sup>, 2 dwellings with identical façades must not be built within 2 contiguous lot spaces of the original lot. Under this clause, a mirrored (symmetrical) façade is not considered to be an identical façade.

This provision does not apply to medium density housing sites, or integrated development sites.

## 2.3 ARCHITECTURAL CHARACTERISTICS

Designs incorporating a variety of modern architectural styles are encouraged. Unique dwelling designs displaying innovation and originality will be assessed favourably if they are shown to be in keeping with the contemporary design intent of Bloomdale.

Architectural features such as verandahs, porticos, feature windows, façade detailing, roof features and articulated building forms are required.

Building materials such as masonry, render, natural stone and timber cladding should be used and paint work should be complementary in colour selection.

Contemporary roof and awning themes coupled with articulation of single and double storey volumes are also preferred design initiatives.



*Feature Windows*



*Articulated building forms*



*Porticos/Verandahs*



*Facade detailing with contemporary awnings*



*Roof features*

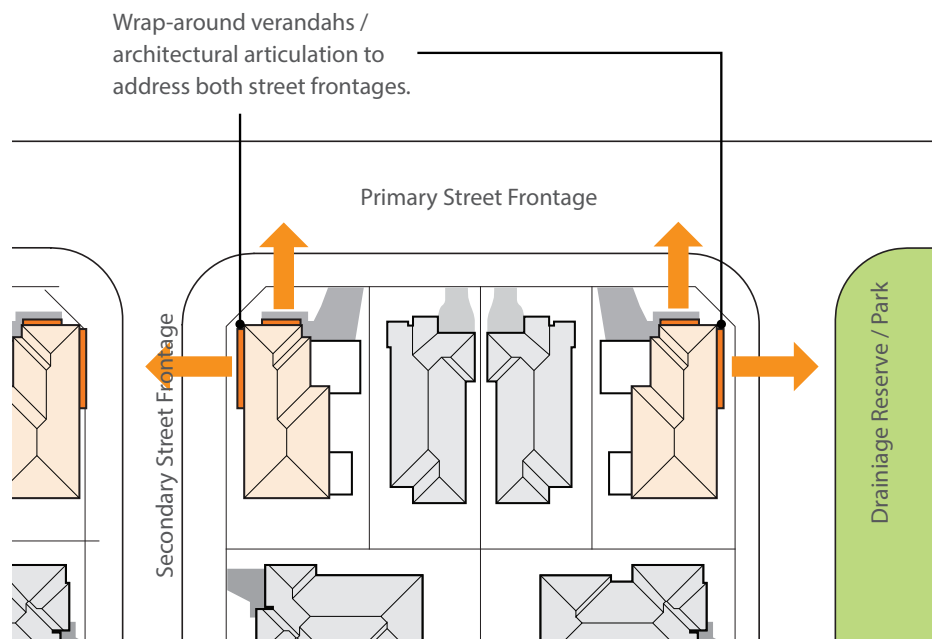


*Complementary building materials*

## 2.4.1 CORNER LOT CHARACTERISTICS



Examples of single and double storey houses on corner lots that address both street frontages with well-articulated architectural elements, such as the verandahs and windows. Double storey dwellings also utilise a variation of building material on both facades breaking down the scale of the building.



Dwellings constructed on corner blocks and on lots that abut public open space areas such as a park or reserve must address both street frontages through the use of wrap around verandahs, feature windows, detailing, etc. Well-articulated architectural treatments should be provided where built form is visible beyond the side fence line, and at upper levels.

In addition to incorporating a habitable room window of a similar proportion as the front of the dwelling, one or more of the following building elements must be incorporated into the design and wrap around from the front to the side as a corner feature:

- Verandah, pergola or balcony;
- Articulated feature walls;
- Roof features;
- Materials used on the front facade continuing around to the secondary street frontage to the length of 3m or one room (whichever is greater).

Overall facade articulation and material variation is strongly encouraged. It will be at the discretion of the BBDAC to determine acceptable corner treatment for each corner lot submission.

Entries and/or garages facing the secondary street frontage may be considered by the BBDAC where they are located adjoining open space and linear pedestrian open space links.



Example of non compliant treatment, no articulation or addressing open space.

## 2.4.2 CORNER LOT CHARACTERISTICS (LOTS SIDING LINEAR RESERVE)

Lots with side abuttal to a linear reserve will be classified as a corner lot and the requirements at section 2.4.1 will apply.

## 2.5 PORCHES & ENTRIES

An entry feature complementary to the dwelling design must be incorporated to create a sense of entry. This can be a porch, portico, balcony or verandah and can be a central feature of the façade or located towards the edge of the facade. Appropriate location of the entry will increase the character of the dwelling and contribute to a varied streetscape.



*Example of compliant treatment for facade, entry made a feature.*

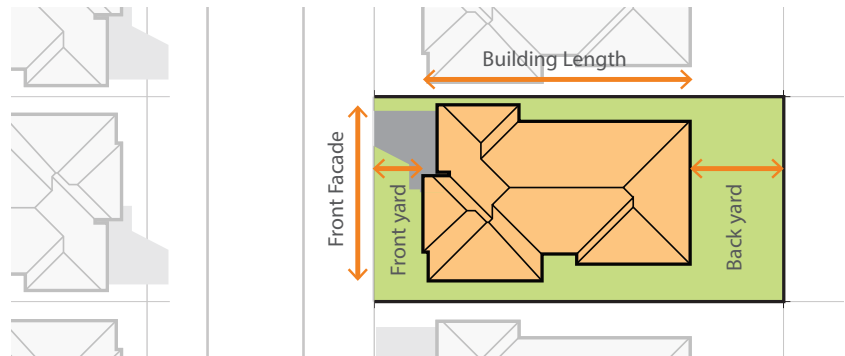


*Example of non compliant treatment for porches and entries, no features.*



## 2.6 DWELLING SIZE

The siting and proportion of the dwelling on the lot should be a well thought out response to the site.

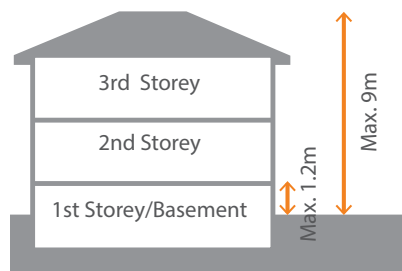


## 2.7 BUILDING HEIGHTS

Maximum building heights should generally accord with Rescode requirements.

A ceiling height of 2590mm is encouraged for all single storey dwellings and the ground floor of double storey dwellings. A minimum ceiling height of 2440mm is permitted, subject to approval by the BBDAC but is not encouraged.

Triple storey dwellings and/or basements should adhere to the relevant height requirements. Basements may have a maximum projection of 1.2m above natural ground level.





## 2.8 ROOFS

Applicants are encouraged to explore varying roof forms which could include combinations of pitched and flat roofs as well as curved elements. The minimum roof pitch must be 22 degrees while skillion and accent sections may have a minimum pitch of 16 degrees.

Eaves with a minimum overhang of 450mm must be incorporated into dwelling facades where they:

- face any street,
- face a reserve, and
- all faces of the dwelling (for double storey dwellings).

On single storey dwellings eaves must wrap around a minimum of 2000mm along the side of the dwelling from any street frontage (except where built to the boundary).

Permitted roof materials include masonry, slate, terracotta tiles or Colorbond®. Other non-reflective materials may be considered for review by the BBDAC.



*Example of skillion roof*



*Example of eaves that overhang the dwelling facades that face the street*



*Example of non compliant treatment no eaves*

## 2.9 GARAGES

A lockup garage for 2 vehicles must be provided on all properties with frontages greater than 12.5m. Open carports to the front of the dwelling will not be permitted. Single garages will be considered for lots with a street frontage of 12.5m or less. Triple garages will be strongly discouraged.

The architectural character of the garage must be harmonious to the main body of the dwelling.

Garages must have a slim line, sectional, tilt or panel lift door to all street frontages. Roller doors will only be permitted at the rear of the garage, as an opening to the backyard and where they are not within public view.

Where located at the front of a dwelling, garage doors or openings must occupy less than 50% of the width of the lot's street frontage. Garage doors may not exceed 6.0m in width.

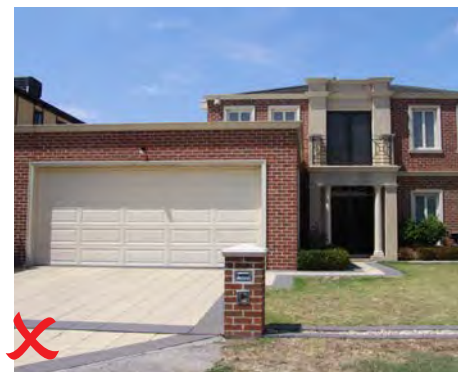
On 2 storey dwellings with garages that exceed 40% of the lot frontage, balconies or windows above the garage are required.

For lots with frontages less than 8.5m that are not rear-loaded, refer to the Small Lot Housing Code incorporated into the Melton Planning Scheme.

Refer to the Section 03 Streetscape and Siting section for garage setback requirements.



*Example of compliant treatment for garage, integrated into, and complements built form character.*



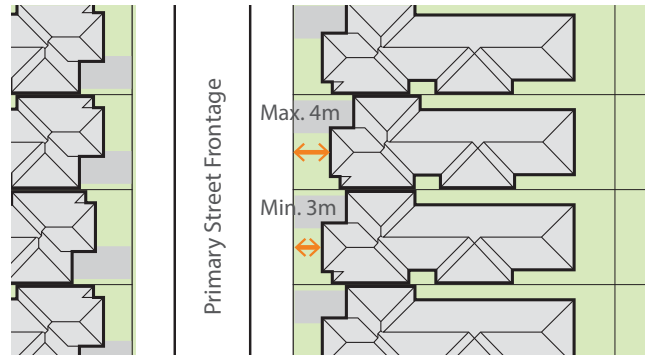
*Example of non compliant treatment for garage, set forward from the main built form.*



*Example of compliant treatment for garage with slimline door.*

## 03 STREETScape AND SITING

### 3.1 SMALL LOT SETBACKS



Small Lots are lots with an area less than 300m<sup>2</sup>. Small lots can either be front loaded or rear loaded.

With the exception of lot 3123, front loaded dwellings must be setback from the front property boundary by a minimum of 3.0m and a maximum of 4.0m. Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback. Other lots where a 3.0m front setback can be applied include lots 3117, 3137 and 3139.

On front loaded lots garages must be located behind the front wall of the main dwelling (not including the porch, portico or verandah) or a minimum of 4.9m from the front boundary, whichever is greater.

Setbacks from the secondary street frontage of a corner lot must comply with Rescode and/or any other governing authority requirements. Garages may be permitted facing the secondary street frontage; however, the secondary façade must demonstrate articulation.

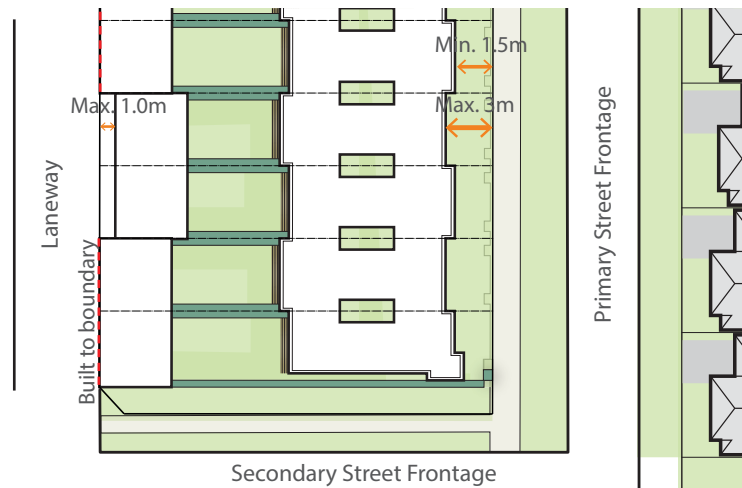


*Example of compliant treatment for small lot setbacks, overlooking open space.*



*Example of non compliant treatment, no setback.*

### 3.2 REAR LOADED SETBACKS



Rear loaded lots have the front boundary address the primary street or public open space and the garage is located to the rear accessed from a laneway. Lots 3129-3136 are rear loaded lots in Stage 31.

On rear loaded lots dwellings must be setback from the front property boundary by a minimum of 1.5m and a maximum of 3.0m. Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

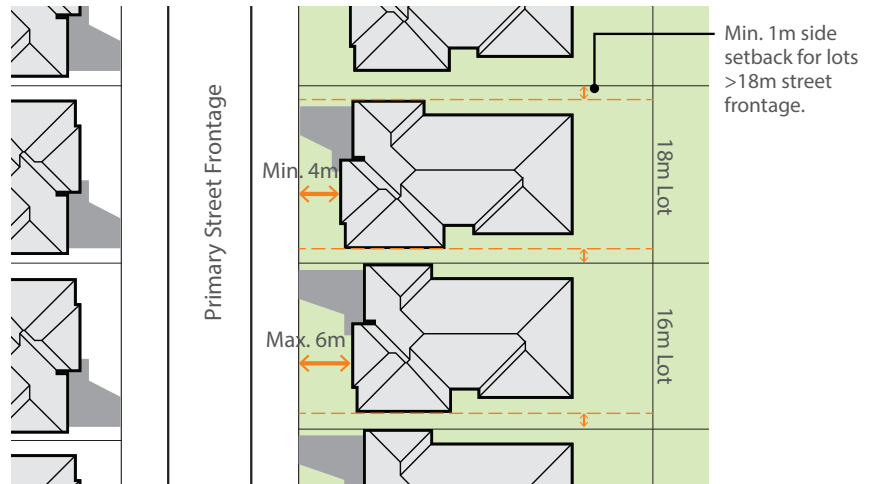
On rear loaded lots the garage may be built to rear boundary or setback by a maximum of up to 1.0m from the rear boundary. On rear loaded corner lots the garage must be located at the furthest point from the intersection of the street.

Setbacks from the secondary street frontage of a corner lot must comply with SLHC



*Example of compliant garage setback.*

### 3.3 STANDARD LOT SETBACKS



*Double storey dwelling with garage incorporating 1.5m covered verandah/balcony, hence not requiring setback between the front wall and garage.*



*Garage setback from street frontages and behind front wall of the home.*

With the exception of lots 3117, 3137 and 3139, all dwellings located on standard lots must be setback from the front boundary by a minimum of 4.0m and a maximum of 6.0m.

Porches, porticos and verandahs less than 3.6m in height may encroach up to 1.0m into the minimum front setback.

Garages located on the main street frontage must be setback a minimum 4.9 metres from the front boundary and a minimum of 560mm behind the main façade of the dwelling.

Double storey homes which incorporate a minimum width 1.5m covered verandah/balcony to the first floor for at least 40% of the home width do not require the setback between the front wall and garage.

Garages may be built on side boundaries in accordance with Rescode and/or any other governing authority requirements.

Single storey dwellings on regular lots 18m or wider must be setback from side boundaries by a minimum of 1.0m. Regular lots are those lots where the front boundary dimension is the same as the rear boundary dimension

Double storey dwellings must be setback from side boundaries in accordance with Rescode and/or any other governing authority requirements.

Rear setbacks are to be in accordance with Rescode and/or any other governing authority requirements.

Eaves, fascias, gutters, chimneys, flue pipes, water tanks and heating or cooling or other services may encroach no more than 0.5m into the setback around the whole dwelling excluding garage walls on the boundary.

These requirements may be varied with the written approval of the BBDAC and City of Melton.

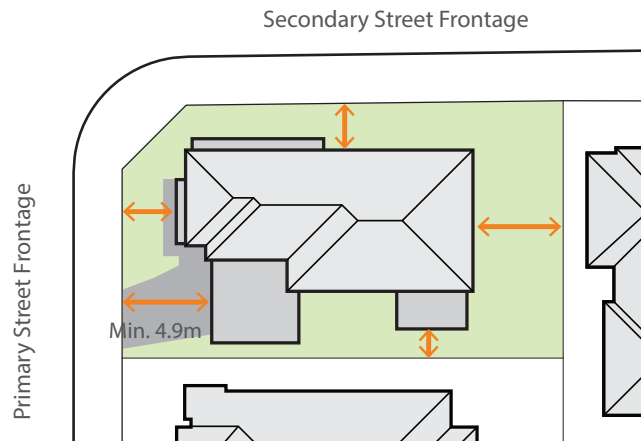
### 3.4 STANDARD CORNER LOT SETBACKS

Where applicable, standard corner lots must comply with the setback requirements listed in Section 3.2, as well as the following.

Setbacks from the secondary street frontage must comply with Rescode and/or any other governing authority requirements.

Where facing the secondary street frontage, the garage must be setback a minimum of 4.9m from the secondary street frontage.

An easement running along the rear of the lot cannot be built over, and the garage may have to be setback from the rear boundary to accommodate the easement. Garages must be located adjacent to the side boundary of the lot but are not permitted adjacent to boundaries abutting public open space.



*Example of compliant standard lot corner treatment.*



*Example of compliant standard lot corner treatment.*



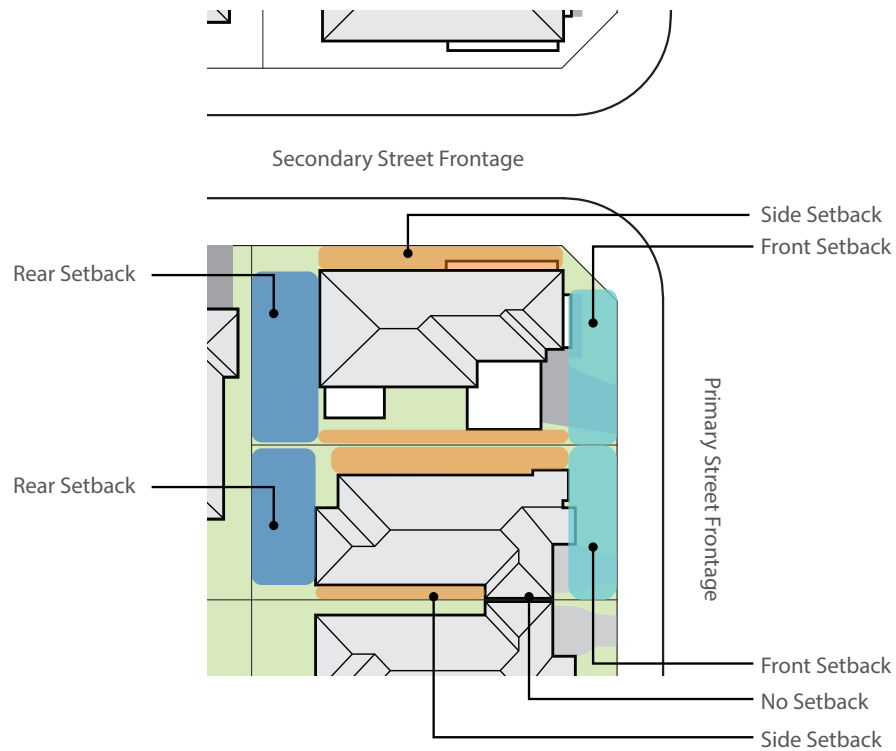
*Example of non compliant standard lot corner treatment*



### 3.5 BUILDING ENVELOPES

If a building envelope is shown on a plan of subdivision or within a Memorandum of Common Provisions it must be adhered to.

It is the responsibility of the applicant to investigate the existence of any building envelopes prior to design and submission to the BBDAC.



## 04 EXTERNAL MATERIALS AND COLOURS



*Example of compliant materials treatment, complementary materials and colours*



*Example of non compliant materials treatment, no differentiating materials.*

### 4.1 MATERIALS

External walls must be constructed from a minimum of 75% face brick, brick or masonry veneer or other approved texture coated material. At least 25% of the facade of the home must be finished in a contrasting/feature element in a different texture, material or colour.

A combination of complementary materials and colours must be used to all walls facing a street or park – with a minimum of 2 and up to a maximum of 4 materials used on these facades.

The material at the front must wrap around a minimum of 840mm to the side where not build to boundary.

The utilisation of materials such as natural stone, exposed timber or other feature cladding materials will be considered and encouraged as key design articulation elements. Use of quality materials and finishes is encouraged to give a timeless appeal.

Homes in kit or modular form and the use of second hand materials will be subject to approval by the BBDAC and City of Melton. New building materials based on recycled content is permitted.

Unless otherwise approved by the BBDAC, unpainted and/or untreated metalwork and reflective glazing will not be permitted. Infill fibre sheet panels are not permitted above window and door openings where visible from the street.

Infill and lightweight panels may be permitted above garage openings if finished as a rendered surface to match with the adjoining garage wall.

### 4.2 COLOUR SCHEMES

A harmonious colour palette consisting of natural, subdued hues which are complementary to the surrounding environment and colour tones which reflect the theme of the dwelling will be encouraged. Limited use of strong or bold colours may be adopted to reinforce the contemporary nature of the dwelling design.

In order to avoid further information being requested in regards to colour schedules, the applicant must ensure that all relevant information is provided when applying for design approval.



*Example of non compliant colour scheme*



## 05 DRIVEWAYS, FENCING & LANDSCAPING

### 5.1 DRIVEWAYS

There must be only one driveway per lot, located to align with the crossover. Garages should be sited on the lot in response to the location of existing crossovers with driveways tapered to match crossover width. Driveways shall not exceed 3.5m in width at the street crossover.

There must be at least 300mm of screen planting between the driveway and the adjacent side boundary.

Driveways must be fully constructed prior to the issue of the Occupancy Permit.

All driveways, porches and any other concreted areas within the front yard must be constructed of masonry pavers, exposed aggregate, coloured concrete, fixed granular surfaces or stamped or stenciled masonry surface. The colour selection must complement the building design and external colour scheme.

No plain concrete will be permitted unless it is out of public view.



Example of compliant driveway, tapered to align with the crossover.



Example of compliant driveway, aggregate driveway with planting on boundary.



Example of non compliant driveway, plain concrete not permitted.

### 5.2 BOUNDARY FENCING

Fencing type will be consistent throughout Bloomdale. Fencing is a common link binding the streetscape and highlighting the individuality of each dwelling.

All fencing must be shown on plans submitted to the BBDAC for approval.

#### 5.2.1 FRONT FENCING

Front fencing is permitted subject to approval. Proposed front fences must not exceed 1.2m in height and must be largely transparent (ie. 50% or more) in construction. The proposed front fences must return along the side boundary, and extend to meet the side fence. Low masonry walls not exceeding 0.9m height which complement the façade of the building will be permitted. Where a front fence is to be constructed on a corner lot, it must return and extend to meet the side fence.



Example of compliant front fencing, greater than 50% transparent and less than 1.2m in height.

### 5.2.2 SIDE AND REAR FENCING

All side and rear boundary fencing must be constructed from timber palings, to a height of 1800mm.

Side boundary fencing must terminate and return to the dwelling at least 1.0m behind the front building line. This part of the fence that returns to the house is known as a wing fence. Wing fencing must also be constructed from timber palings, unless approved by the BBDAC. Wing fencing must be of 1800mm (+/-50mm) in height with timber capping and timber posts exposed to the street.

It is encouraged to include a gate within the wing fencing; however, direct access to the rear yard may be possible either via a gate or directly from the garage. Side gates must be timber or have a timber look finish and must appear harmonious with the dwelling and landscape materials. Side gates must not be wider than 2.6m.

### 5.2.3 SIDE STREET FENCING

On a corner lot with a side boundary that forms the rear boundary of an adjoining lot, the side fence on that boundary can continue to the front boundary. On corner lots, fencing to the secondary street frontage should be setback a minimum of 4.0m from the primary street frontage.

For fencing to boundaries abutting a reserve, facing a street and on corner lots, the side fencing along the secondary street must be constructed from timber palings to a height of 1800mm (+/-50mm). The fencing must have exposed posts on both sides of the palings and palings must be on the external side fronting the street and timber capping is required.



*Example of compliant timber paling fence with capping, exposed posts and palings fronting the street*



*Example of non compliant timber paling fence without capping and exposed posts*

### 5.3 FRONT LANDSCAPING

To promote an attractive neighbourhood, residents are encouraged to install quality landscaping.

The form and texture of the plantings should complement and enhance the architecture of the dwelling. Planting of canopy trees in appropriate locations is encouraged. Landscape designs should be prepared with an objective for low water usage.

Gardens are encouraged to be environmentally sensitive by utilizing appropriate drought tolerant native plants, organic or mineral mulches and drip irrigation systems. Native plants that are common to Victoria and the Region are also encouraged.

Landscaping of your front garden must be completed within 6 months of issue of the Occupancy Permit. Hard paved or impervious surfaces must be limited to driveways and pedestrian pathways only.

The minimum front landscaping works must include:

- Fine grading and shaping of landscaped and lawn areas.
- Cultivation of existing soil in the garden beds to a 200mm depth, the addition of imported topsoil and fertiliser to all landscaped areas, as well as the use of mulch and/or other selected topping.
- At least 1 mature tree (2.0m minimum height).



*Example of compliant garden planting, good use of texture and colour.*



*Examples of front landscaping designed with a range of native plants and shrubs. The composition of planting highlights house entries and creates a buffer between the pedestrian path and houses.*

## 5.4 RETAINING WALLS

Retaining walls should not exceed 600mm in height.

Where a level change exceeds 600mm, two or more retaining walls separated by a garden bed must be provided.

Retaining walls should be designed to have an appearance, colours and textures that are sympathetic with that of the house and landscaping. They must be made of durable materials that are fit for purpose.

## 5.5 LETTERBOXES

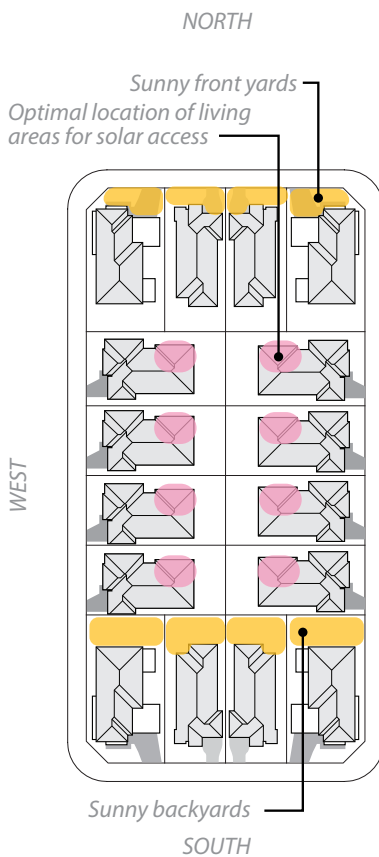
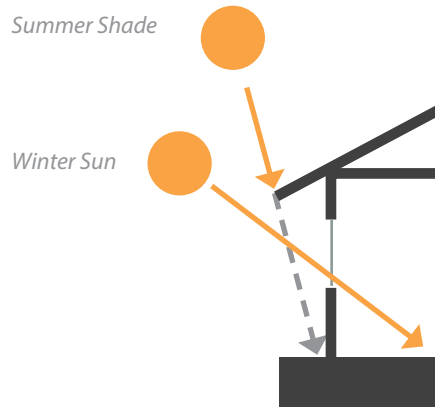
Letterboxes should be designed to match or complement the dwelling design. Single post supported letterboxes are discouraged.



*Examples of compliant letterboxes.*

## 06 ENVIRONMENTAL SUSTAINABILITY

### 6.1 LIVEABILITY CONSIDERATIONS



Applicants are encouraged to submit designs that are environmentally responsible.

The orientation of your lot will determine the best siting of the house on the lot. A building's orientation plays a large part in achieving the optimum solar access for your home during winter.

Lots on the north side of a street will have sunny backyards – good for private outdoor living.

Lots on the south side of a street will have sunny front yards – good for show piece gardens.

Lots facing east-west will have sunny side yards – these houses should be sited to leave the largest possible outdoor living space along the northern boundary.

Dwellings can become more liveable by taking into account the orientation of rooms and windows, shading of windows and walls, ceiling heights, sustainable building materials, cross flow ventilation, covered open spaces, insulation and water efficient fixtures. Eave design can act as excellent shading devices during warmer months. Implementing these features can also result into substantial financial savings for the home owner.

Double storey homes must respect the privacy of neighbouring dwellings, including potential overshadowing issues that may arise as a result of siting choices. It is the responsibility of applicants with double storey proposals to ensure their design has demonstrated these factors and to receive approval from the relevant authority and/or Building Surveyor prior to construction.

## 6.2 SOLAR HEATING PANELS

Solar heating panels must be located on roof planes preferably not visible from public areas.

The panels should follow the roof pitch.

Where visible from public areas, solar panels will be assessed on their merits with regard to scale, form and colour.

## 6.3 RAINWATER TANKS

To conserve water resources, improve and protect the environment and to ensure Bloomdale is a liveable community, the installation of a rainwater storage tank is a mandatory requirement for all Standard Lots with an area of 300m<sup>2</sup> or greater. Rainwater storage tanks on Small Lots (less than 300m<sup>2</sup>) are encouraged but not mandatory. The owner/s of a Standard Lot must not build, or seek a permit to build a dwelling, garage or carport unless the roof drainage system is connected to an on-site rainwater storage tank.

A rainwater tank installed on a Standard Lot, must comply with the following requirements:

- Lots with an area of 300 - 399m<sup>2</sup>, the tank must have a minimum 1,000 litre storage capacity, or
- Lots with an area of 400 - 499m<sup>2</sup>, the tank must have a minimum 2,000 litre storage capacity, or
- Lots with an area greater than or equal to 500m<sup>2</sup>, the tank must have a minimum 3,000 litre storage capacity.
- All tanks and accessories must not be located in front of the dwelling or be visible from the street and public spaces.
- All tanks and accessories must be coloured to match the dwelling.

To help calculate the size of water storage that you may require please contact the Department of Sustainability and Environment for appropriate storage requirements in relation to the collection area provided.

## 6.4 ENERGY RATINGS

It is the applicants' responsibility when building a home to comply with Victoria's energy rating requirements. Dwelling designs should be assessed by a licensed energy rating company, and they in turn will make recommendations regarding insulation and other resource saving measures. Dwellings must achieve the minimum standard as currently legislated.

## 6.5 NBN CO

The development qualifies for future NBN roll out. All premises must be aware of and conform with the NBN Co Preparation and Installation Guide for SDU's and MDU's.

<http://www.nbnco.com.au/>



## 07 ADDITIONAL BUILDINGS AND ANCILLARY STRUCTURES

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### 7.1 SHEDS

The colours and materials selected for sheds should be consistent with and complementary to, the materials used for the dwelling. Colorbond® and similar products are acceptable materials.

Sheds must be screened from any street and/or public view by locating to the rear or side of the dwelling. An appropriately located carport out of public view should be considered to store boats, trailers or any similar vehicles.

Sheds must not cover an area greater than 15m<sup>2</sup> and must not exceed a maximum height of 2.5m.

### 7.2 PERGOLAS, PATIOS & DECKING

Any proposed additional buildings or ancillary structures including decking, pergolas, patios, carports, swimming pools, BBQ areas or similar, must be submitted to the BBDAC for approval. This can be done at the time of submitting the dwelling design or done at a later date as a standalone submission.

The BBDAC will assess these structures/applications on their merits.

Please note that later date stand-alone submissions will incur an additional assessment fee.

### 7.3 ANCILLARY ITEMS

All external plumbing must be out of public view, with the exception of gutters and downpipes. Downpipes must not be located on the front façade of the dwelling.

External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling. Satellite dishes will only be approved if out of public view. Clothes lines must not be visible from public areas.

Externally mounted spa equipment attached to side boundary walls of any dwelling must be positioned out of public view, be painted in a colour matching the adjoining wall surface and fitted with noise baffles.

Evaporative cooling units are to be located out of public view where possible and must be of low profile, located below the ridgeline and coloured to match the roof.

Metal security shutters are not permitted.

Window screening located on a dwellings primary or secondary frontage will not be approved. Security screens on the front entry door must be contemporary in style and complement the façade colours. Diamond style security screens, or similar will not be permitted.

## 08 AIRCRAFT NOISE

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The land is outside the Melbourne Airport Environs Overlay – Schedule 2 under the Melton Planning Scheme. This may change.

The land within this subdivision is in proximity to Melbourne Airport. The land may be affected by aircraft noise.

- The effect of aircraft noise (and the boundaries of the Melbourne Airport Environs Overlay – Schedule 2 control under the Melton Planning Scheme) can vary over time with changes to Melbourne Airport's operations, traffic volumes and types of aircraft using Melbourne Airport.
- The most up-to-date information concerning aircraft noise can be obtained from Melbourne Airport and its website, which can be accessed at: <http://www.melbourneairport.com.au/>
- Australian Standard AS2021:2015 Acoustics Aircraft Noise Intrusion, Building Siting and Construction, provides guidance in the measures that can be taken in the construction of dwellings to mitigate the effect of aircraft noise and may be considered in the design of any dwelling. Application of the Australian Standard is not mandatory for this land, but this may change.
- In the event of any amendment to the Melbourne Airport Environs Overlay – Schedule 2 under the Melton Planning Scheme which creates an inconsistency between that provision and these Housing and Design Guidelines that relate to aircraft noise, the provisions of the Melbourne Airport Environs Overlay – Schedule 2 control prevail.

## 09 GENERAL

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### 9.1 Maintenance of the Lot

Prior to the occupation of a dwelling, the lot must be maintained by keeping the grass cut, and the lot free from rubbish. Builders' waste materials and rubbish during construction must be removed on a regular basis and must not be allowed to accumulate. Should lots not be maintained to an acceptable level, the Developer reserves the right to carry out clean up works as necessary. Any such costs incurred by the Developer will be passed on to the lot owner.

After occupation of the dwelling, front yards must be maintained to an acceptable level. Rubbish and recycle bins must be stored out of public view. It will be at the discretion of the BBDAC to determine if allotments are being maintained to an acceptable level.

### 9.2 Commercial Vehicles

Trucks or commercial vehicles (exceeding 1 tonne), recreational vehicles and caravans shall be screened from public view when parked or stored.

### 9.3 Signs

No signs, including 'For Sale' signs, may be erected by the Purchaser other than a 'Home for Sale' sign that may be erected after completion of the construction of a dwelling.

Builders' signs may be permitted (600mm x 600mm maximum) where they are required on allotments during construction. Only one advertising sign per dwelling is permitted at any one time and these signs must be removed once the property is sold.



## 10 DEFINITIONS

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**ARTICULATION** means both horizontal and vertical projection forward and back from the primary building face.

**BBDAC** means The Bloomdale Building and Design Approval Committee that includes

**AVID PROPERTY GROUP NOMINEES PTY LTD ATF DIGGERS REST TRUST B** as the developer/owner of Bloomdale Residential Estate.

**BUILDING** has the same meaning as in the Building Act;

**BUILDING ACT** means the act of the Victorian Parliament known as the Building Act 1993;

**BUILDING ENVELOPE** means an area within each lot (defined by the particular lot setbacks) where development of a dwelling, shed and garage is allowed subject to the particular provisions of this document, and the Scheme;

**BUILDING ENVELOPE PLAN** means the plan which shows the approved building envelopes, setbacks and other related matters for the lots within the Plan of Subdivision;

**BUILDING PERMIT** means a building permit in terms of the Building Act;

**CORNER LOT** means a lot with a corner where each boundary connects to a street or public open space;

**DESIGN GUIDELINES** Design Guidelines mean the building design guidelines approved under Permit No. PA2017/5553 which may be amended from time to time.

**DWELLING** means a building used as a self-contained residence which must include:

- a kitchen sink;
- food preparation facilities;
- a bath or shower; and
- a closet pan and wash basin.

It includes out-buildings and works normal to a dwelling.

**FRONTAGE** means the road alignment at the front of a lot. If a lot abuts two or more roads, the one to which the building, or proposed building, faces.

**FRONT GARDEN** includes any area between the building line and the front boundary of a lot and side street boundary or boundary abutting public open space of a corner lot that is visible from a street;

**HEIGHT** has the same meaning as in the Building Regulations;

**INTEGRATED SITE** is a site which is a development area that ensures pedestrian connectivity and uniform built form character, and requires development consent from Melton City Council;

**LOT** has the same meaning as 'Allotment' in the Building Regulations;

**ON THE BOUNDARY** means on the boundary or a setback of up to 150 millimetres from the lot/property boundary;

**PRIVATE OPEN SPACE** means an unroofed area of land; or a deck, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool;

**REAR LOADED LOTS** are lots with the front boundary address on the primary street or public open space and the garage is located to the rear accessed from a laneway;

**REGULAR LOTS** are lots where the front boundary dimension is the same as the rear boundary dimension;

**REGULATIONS** means the Building Regulations 2018 or any subsequent regulations made pursuant to the Building Act which relate to the siting of a building;

**SCHEME** means the City of Melton Planning Scheme;

**SECLUDED PRIVATE OPEN SPACE** means that part of private open space primarily intended for outdoor living activities which enjoys a reasonable amount of privacy;

**SECONDARY STREET** means the street that runs along the side boundary of a property when located on a corner;

**SETBACK** means the minimum distance from any allotment boundary to a building;

**SIDE BOUNDARY** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot;

**SITE COVERAGE** means the proportion of a site covered by buildings;

**SMALL LOTS** are lots with an area less than 300m<sup>2</sup>;

**STANDARD LOTS** are lots with an area greater than 300m<sup>2</sup>;

**STOREY** means that part of a building between floor levels. If there is no floor above, it is the part between the floor level and ceiling. It may include an attic, basement, built over car parking area, and mezzanine;

**STREET**, for the purposes of determining setbacks, "street" means any road other than a footway or carriageway easement; and,

**WINDOW** has the same meaning as in the National Construction Code of Australia.

# 11 APPENDIX

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## Building and Design Approval Application Form

Email to: designapprovalvic@avid.com.au

### Land Owners Details

Name	
Current Address	
Phone	
Email	

### Property Number

Lot Number	
Street Address	

### Builder | Designer | Architect

Company Name	
Contact	
Address	
Phone	
Email	

### Building Design Details

Builder	
Building Model if Applicable	
Floor Area	

### Submission Requirements.

2 x copies of each of the following plans are required:

- Site Plan  
Showing proposed structures, setbacks from all boundaries, eaves overhang, fencing locations, outbuildings, driveway and path areas. Minimum Scale 1:200.
- Floor Plan/s  
Including Roof Plan Minimum Scale 1:100.
- Elevations  
All elevations of the structure(s) including building and roof heights, roof forms and roof pitch. Minimum Scale 1:100.
- Landscape Plan  
Including driveway location and material, planting locations, lawn areas and planting schedule. Minimum Scale 1:200.
- Schedule of Materials and Colours  
In the form attached.

Approval of the Building proposal as detailed in this submission is requested. I/we acknowledge that an incomplete application cannot be considered and that approval by the BBDAC is not a building approval nor does it imply compliance with the building code, Building Regulations or City of Melton Planning Scheme.

---

Builder/Designer/ Owner  
Date

**DISCLAIMER:**

1. The receipt of documents, including building plans, colour and materials specifications, any assessment of compliance by Avid Property Group or the Covenant Administrator, their review, assessment or comment on the those documents or any other documents prepared by or on behalf of or provided by the Owner, does not result in the assumption of any obligation or liability by Investa or the Covenant Administrator and does not affect the Owner's obligations or absolve the Owner from its obligations and its responsibility to comply with these Design Guidelines. Owners, Designers and Builders should review these Design Guidelines in conjunction with the land sales contract.
2. Avid Property Group may from time to time, in its absolute discretion, vary, relax or waive any of the requirements under these Design Guidelines. In the event that Investa allows a variation, relaxation or waiver of the application of the Design Guidelines, this will not set a precedent nor imply that any such action will apply again

### 1.7 DISTINCTION BETWEEN COMMUNITY AND DEVELOPMENT INFRASTRUCTURE

While indicative provision triggers are estimated these do not preclude the early provision of certain infrastructure to be constructed/provided by development proponents as works or land in-kind, if agreed to by the Collecting Agency.

The following infrastructure projects are classified as community infrastructure

All other infrastructure projects are classified as development infrastructure projects. Contributions relating to development infrastructure are to be made by developers at the time of subdivision or if there is no subdivision then prior to construction of buildings and works. Part 3.2 of this Development Contributions Plan specifies implementation provisions.

## **Annexure C – Plan**

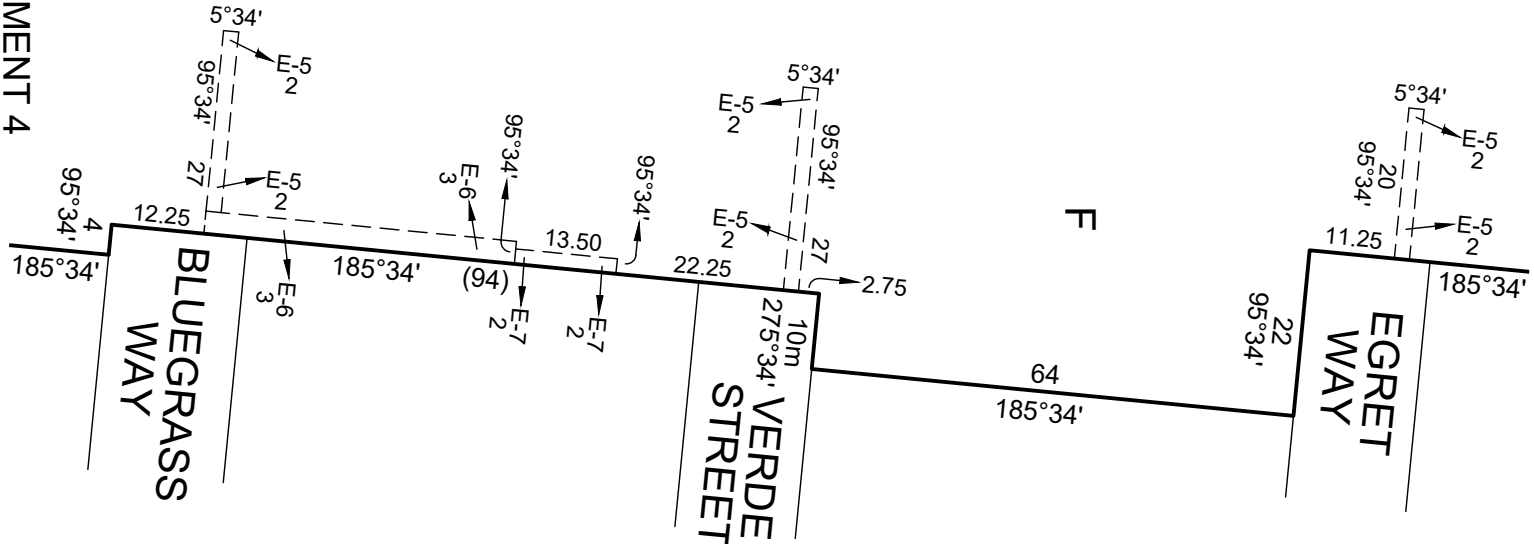
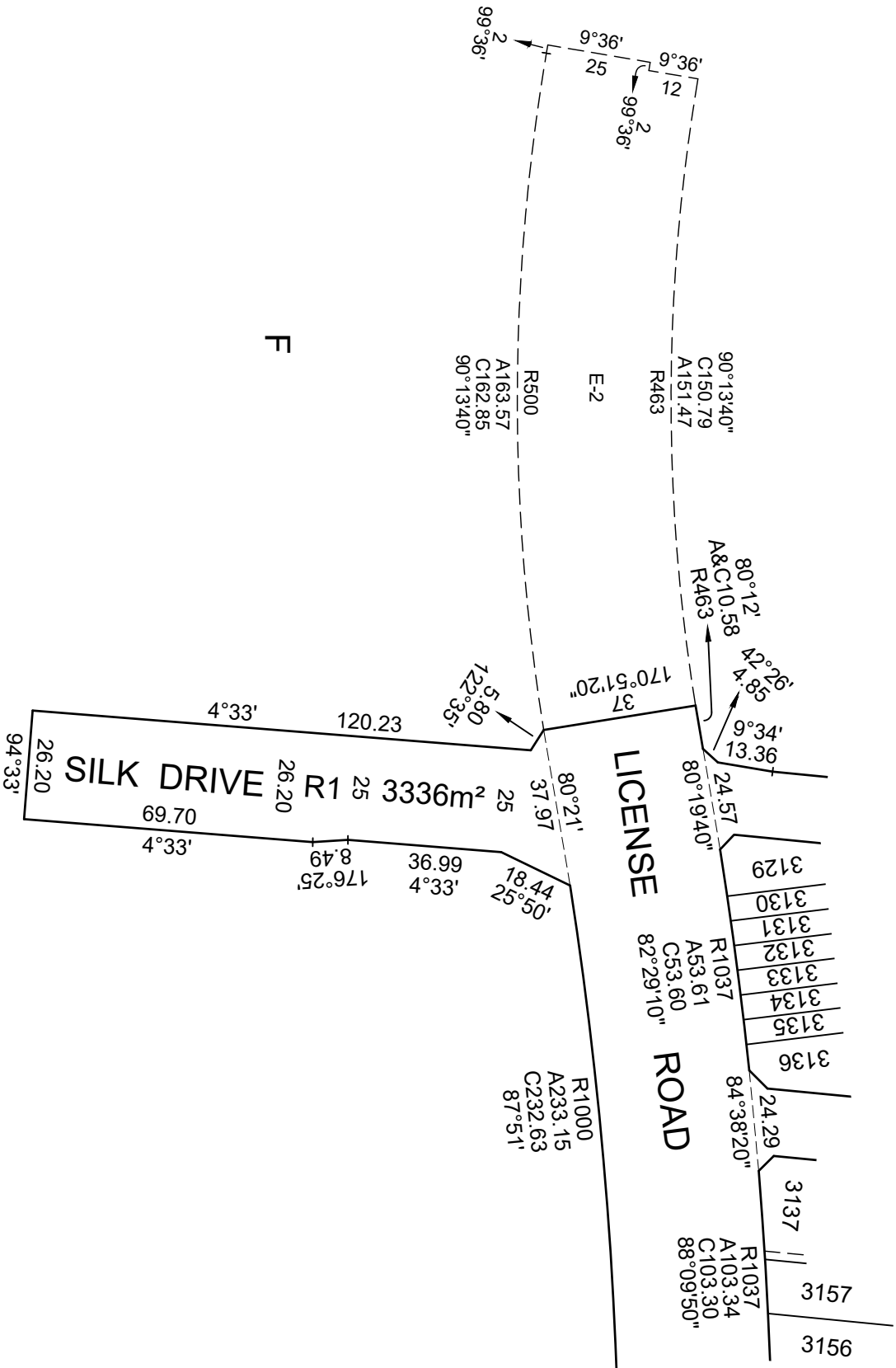
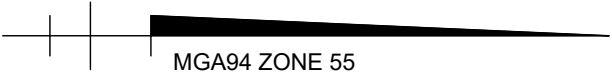
PLAN OF SUBDIVISION						EDITION 1		PS821128U	
<div>LOCATION OF LAND<div>PARISH:<div>HOLDEN</div>TOWNSHIP:<div>.....</div>SECTION:<div>13</div>CROWN ALLOTMENT:<div>B (PART)</div>CROWN PORTION:<div>.....</div>TITLE REFERENCE:<div>Vol.</div>Fol.<div></div></div><div>LAST PLAN REFERENCE:</div><div>Lot D on PS821100T</div><div>POSTAL ADDRESS:<div>Diggers Rest - Coimadai Road</div>(at time of subdivision)<div>DIGGERS REST 3427</div></div><div>MGA 94 CO-ORDINATES:<div>E: 296 840</div>ZONE:<div>55</div><div>N: 5833 230</div>(of approx centre of land in plan)</div></div>							COUNCIL NAME: MELTON CITY COUNCIL		
VESTING OF ROADS AND/OR RESERVES							NOTATIONS		
IDENTIFIER		COUNCIL/BODY/PERSON					<div>Lots 3101 - 3106 (both inclusive) and 3108 - 3157 (both inclusive) may be affected by one or more restrictions. Refer to Creation of Restrictions A, B &amp; C on Sheets 8 &amp; 9 of this plan for details</div> <div>Lot 3107 has been omitted from this plan.</div>		
Road R1		Melton City Council							
Reserve No.1		Melton City Council							
NOTATIONS									
DEPTH LIMITATION: Does Not Apply									
SURVEY: This plan is based on survey.									
STAGING: This is not a staged subdivision.									
BLOOMDALE - Release No. 31							<div>DRAFT</div>		
Area of Release: 4.008ha									
No. of Lots: 56 Lots and Balance Lot F									
EASEMENT INFORMATION									
LEGEND: A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)									
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of					
SEE SHEET 2 FOR EASEMENT DETAILS									
<div>TAYLORS</div> <div>Urban Development   Built Environments   Infrastructure</div> <div>8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168</div> <div>Tel: 61 3 9501 2800   Web: taylorstds.com.au</div>			SURVEYORS FILE REF: Ref. 01112-S31 Ver. 7			ORIGINAL SHEET SIZE: A3		SHEET 1 OF 9	
			Licensed Surveyor: RAYMOND LI / Version No 7						

				PS821128U
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	See Diag.	AR744346S	Western Region Water Corporation
E-2	Drainage	See Diagram	This Plan	Melton City Council
	Sewerage			Western Region Water Corporation
E-3	Sewerage	See Diag.	This Plan	Western Region Water Corporation
E-4	Sewerage	See Diag.	PS821100T	Western Region Water Corporation
E-5	Drainage	See Diag.	PS821127W	Melton City Council
E-6	Drainage	See Diagram	PS821127W	Melton City Council
	Sewerage			Western Region Water Corporation
E-7	Sewerage	See Diag.	PS821127W	Western Region Water Corporation
E-8	Sewerage	See Diagram	AR744346S	Western Region Water Corporation
			PS821100T	Western Region Water Corporation
E-9	Drainage	2	This Plan	Melton City Council
<div>DRAFT</div>				
<div><div>TAYLORS</div><div>Urban Development   Built Environments   Infrastructure</div><div>8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168</div><div>Tel: 61 3 9501 2800   Web: taylorstds.com.au</div></div>		Licensed Surveyor:  RAYMOND LI / Version No 7		<div>ORIGINAL SHEET SIZE: A3</div> <div>Ref. 01112-S31 Ver. 7</div> <div>SHEET 2</div>



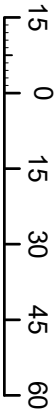
PS821128U





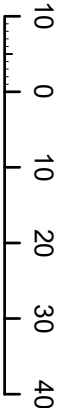
ENLARGEMENT 3

1:1500



ENLARGEMENT 4

1:1000



DRAFT



Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: [taylorsds.com.au](http://taylorsds.com.au)

SCALE



Licensed Surveyor:

RAYMOND LI / Version No 7

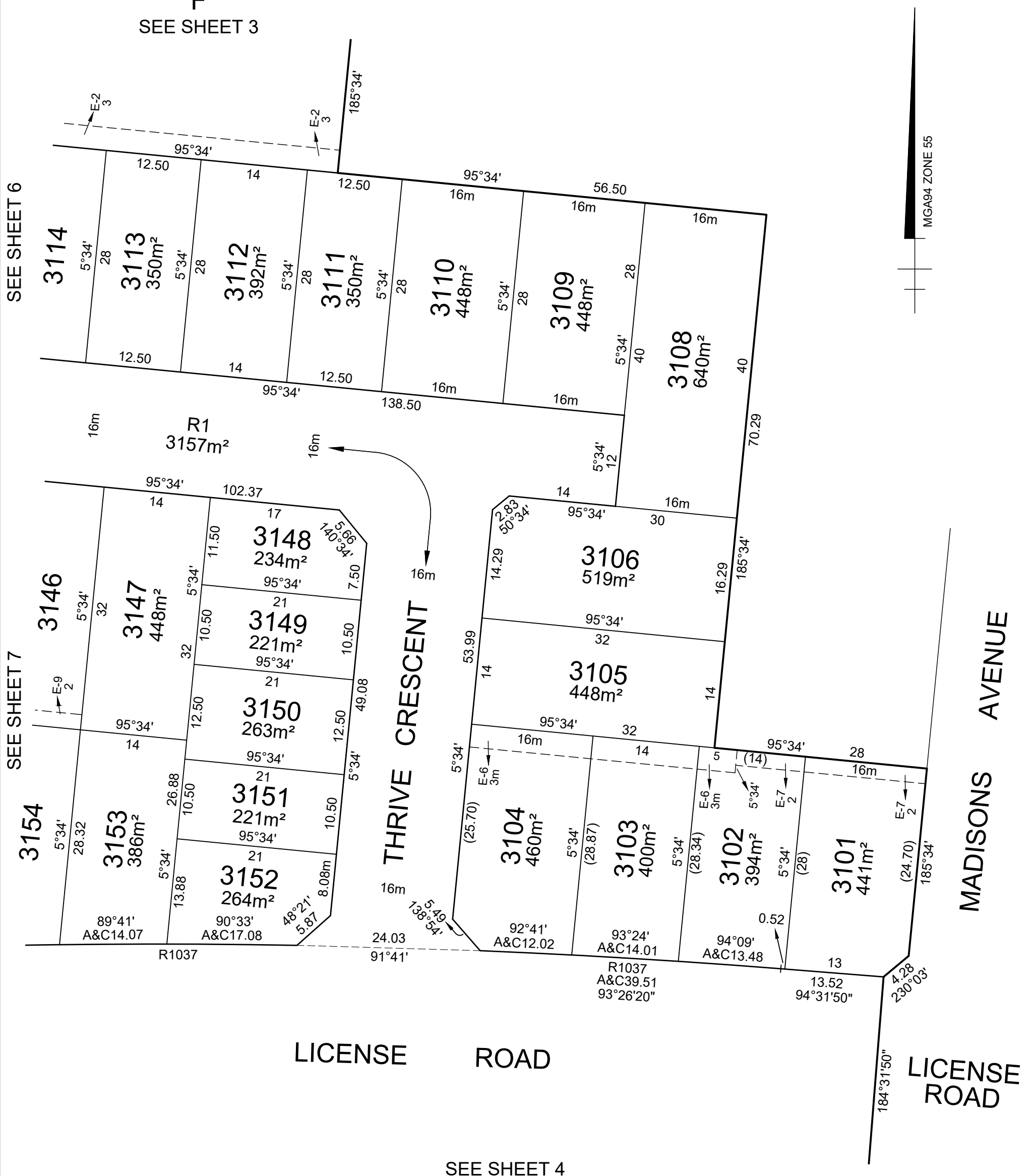
ORIGINAL SHEET  
SIZE: A3

Ref. 01112-S31  
Ver. 7

SHEET 4

PS821128U

F  
SEE SHEET 3



**DRAFT**

# TAYLORS

**Urban Development | Built Environments | Infrastructure**  
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
**Tel:** 61 3 9501 2800 | **Web:** [taylorstds.com.au](http://taylorstds.com.au)

SCALE  
1:500



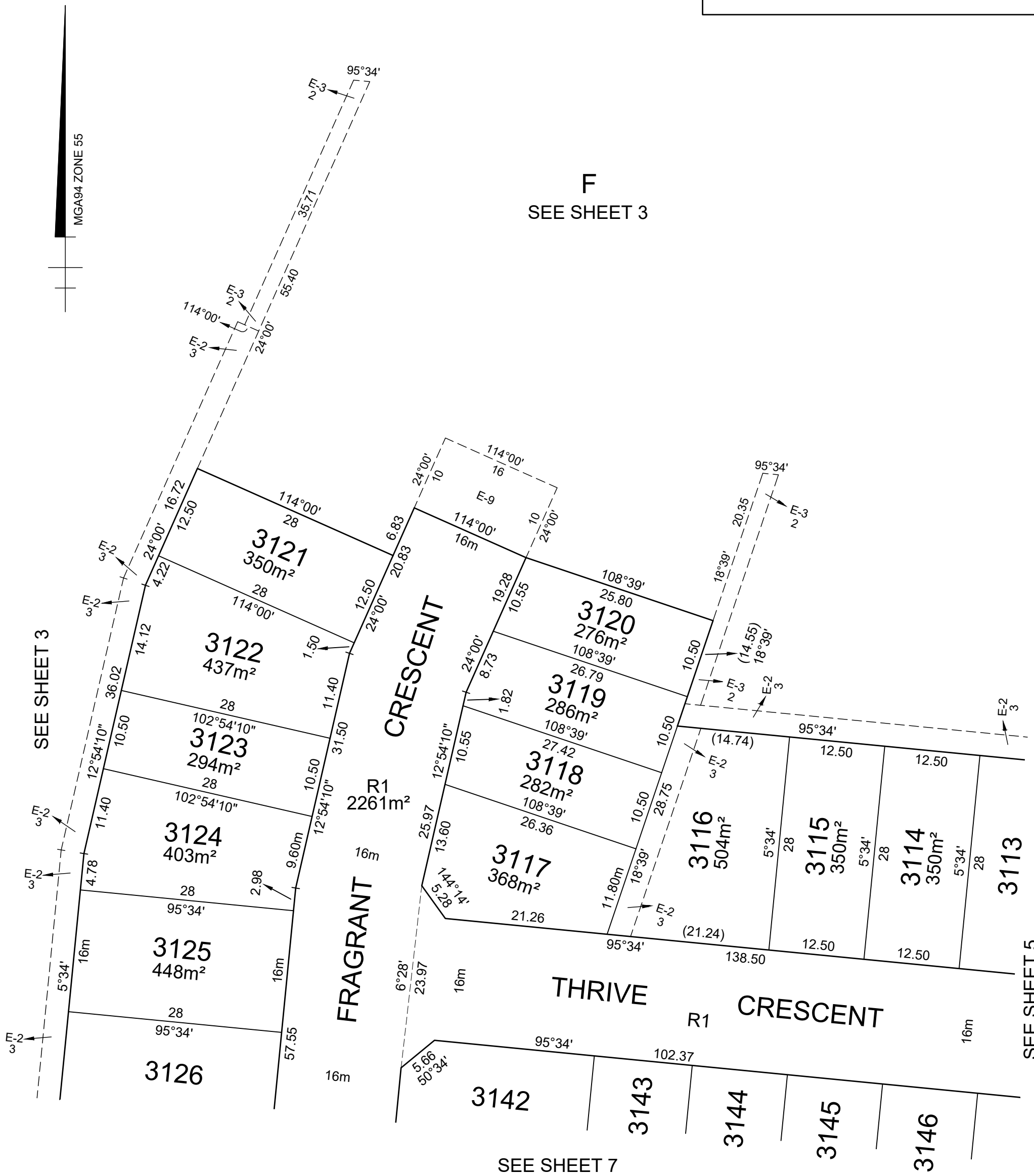
Licensed Surveyor

RAYMOND LI / Version No 7

ORIGINAL SHEET  
SIZE: A3

Ref. 01112-S31  
Ver. 7

SHEET 5





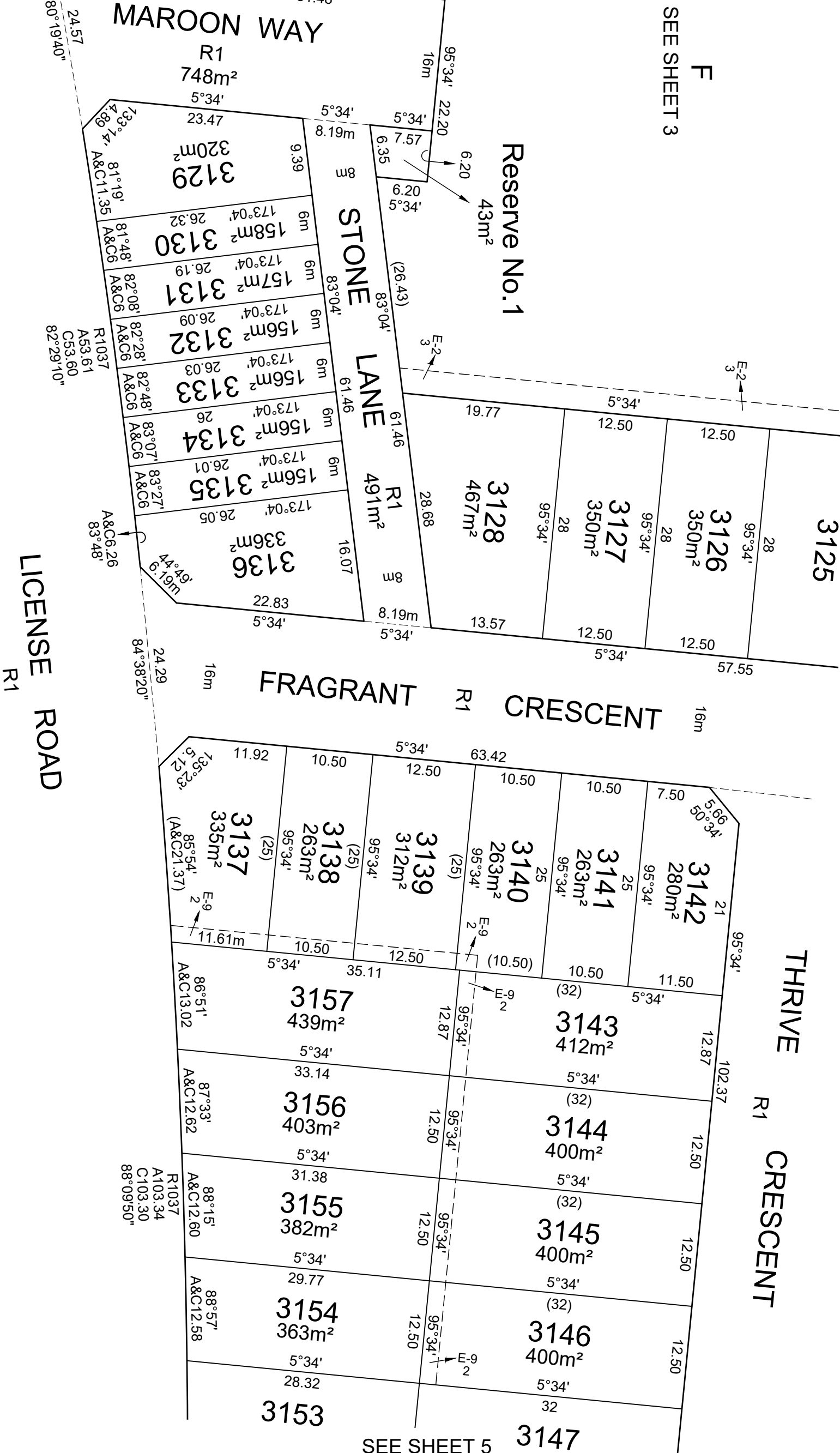
SEE SHEET 6

THRIVE  
R1  
CRESCENT

F  
SEE SHEET 3

MGA94 ZONE 55

Reserve No.1  
43m<sup>2</sup>



DRAFT

SEE SHEET 4

LICENSE ROAD  
R1

CREATION OF RESTRICTION A

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 1  
BENEFITED LAND: See Table 1

- RESTRICTION:
- The burdened land cannot be used except in accordance with the provisions recorded in MCP .....
  - Except with the written consent of the Responsible Authority the registered proprietor or proprietors for the time being of Lots 3129 and 3136 on this plan must not construct or allow to be constructed or remain on the lot any building or garage outside the building envelopes shown hatched on Diagram 1 (below) of this plan (excluding allowable projecting building elements that project outside of the building envelopes as contained in Part 5, Regulation 74(3), 79(3) & 79(4) of the Building Regulations 2018).
  - Except with the written consent of the Responsible Authority the registered proprietor or proprietors for the time being of Lots 3129 and 3136 on this plan must not construct any porches, porticos and verandahs less than 3.6m in height which encroach more than 1.0m into the minimum front setback.

Expiry date: 31/12/2025.

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3101	3102
3102	3101, 3103, 3105
3103	3102, 3104, 3105
3104	3103, 3105
3105	3102, 3103, 3104, 3106
3106	3105, 3108
3108	3106, 3109
3109	3108, 3110
3110	3109, 3111
3111	3110, 3112
3112	3111, 3113
3113	3112, 3114
3114	3113, 3115
3115	3114, 3116
3116	3115, 3117, 3118, 3119
3117	3116, 3118
3118	3116, 3117, 3119
3119	3116, 3118, 3120
3120	3119

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3121	3122
3122	3121, 3123
3123	3122, 3124
3124	3123, 3125
3125	3124, 3126
3126	3125, 3127
3127	3126, 3128
3128	3127
3129	3130
3130	3129, 3131
3131	3130, 3132
3132	3131, 3133
3133	3132, 3134
3134	3133, 3135
3135	3134, 3136
3136	3135
3137	3138, 3157
3138	3137, 3139, 3157
3139	3138, 3140, 3157

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
3140	3139, 3141, 3143
3141	3140, 3142, 3143
3142	3141, 3143
3143	3140, 3141, 3142, 3144, 3157
3144	3143, 3145, 3156
3145	3144, 3146, 3155
3146	3145, 3147, 3154
3147	3146, 3148, 3149, 3150, 3153
3148	3147, 3149
3149	3147, 3148, 3150
3150	3147, 3149, 3151, 3153
3151	3150, 3152, 3153
3152	3151, 3153
3153	3147, 3150, 3151, 3152, 3154
3154	3146, 3153, 3155
3155	3145, 3154, 3156
3156	3144, 3155, 3157
3157	3137, 3138, 3139, 3143, 3156

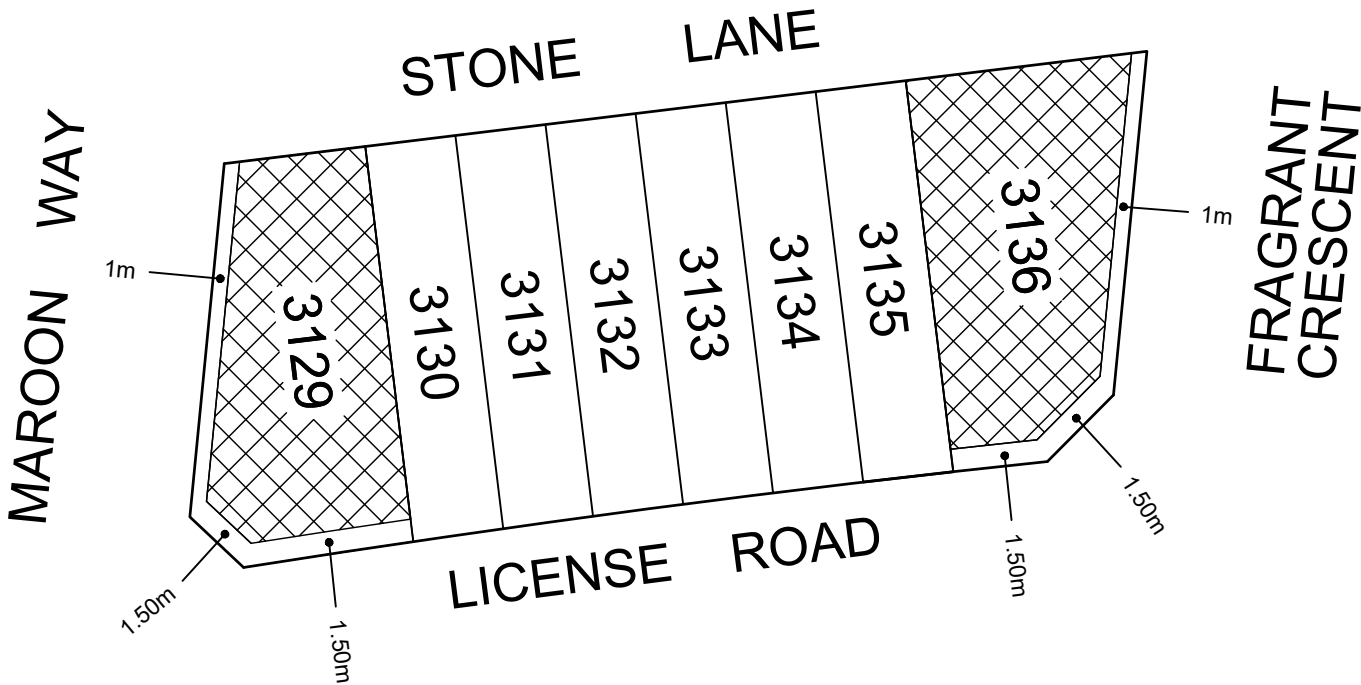


DIAGRAM 1  
SCALE 1:500

DRAFT

CREATION OF RESTRICTION B

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 2  
BENEFITED LAND: See Table 2

RESTRICTION:  
Must not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the Small Lot Housing Code (SLHC) incorporated into the Melton Planning Scheme unless a planning permit is granted by the Responsible Authority for a building that does not conform with the SLHC.  
Expiry date: 31/12/2025.

TABLE 2

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
3118	A	3116, 3117, 3119
3119	A	3116, 3118, 3120
3120	A	3119
3123	A	3122, 3124
3130	B	3129, 3131
3131	B	3130, 3132
3132	B	3131, 3133

TABLE 2 continued

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
3133	B	3132, 3134
3134	B	3133, 3135
3135	B	3134, 3136
3138	A	3137, 3139, 3157
3140	A	3139, 3141, 3143
3141	A	3140, 3142, 3143

TABLE 2 continued

BURDENED LOT No.	SLHC TYPE	BENEFITING LOTS ON THIS PLAN
3142	A	3141, 3143
3148	A	3147, 3149
3149	A	3147, 3148, 3150
3150	A	3147, 3149, 3151, 3153
3151	A	3150, 3152, 3153
3152	A	3151, 3153

CREATION OF RESTRICTION C

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: Lots 3118 to 3120, 3123, 3130 to 3135, 3138, 3140 to 3142 and 3148 to 3152  
BENEFITED LAND: The relevant abutting lot

RESTRICTION:  
The registered proprietor or proprietors for the time being of any burdened lot on this plan:

- Must not build or permit to be built a building that is not free standing within the title boundaries of the lot on which it is built.
- Must not build or permit to be built a building that relies on the walls of adjacent buildings for support.

Expiry date: 31/12/2025

DRAFT

**Annexure D – Guarantee**

**GUARANTEE**

Date: 20

We,

of

(“the Guarantors”)

- 1 **IN CONSIDERATION** of the Seller selling to the Buyer at our request the Property for the price and upon the terms and conditions set out in the contract **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the Seller that if at any time default shall be made in the payment of the deposit or balance or interest or other moneys payable by the Buyer to the Seller under the contract to be performed or observed by the Buyer we will forthwith on demand by the Seller pay to the Seller the whole of such deposit, balance, interest or other moneys which shall then be due and payable to the Seller and will keep the Seller indemnified against all loss of purchase money interest and other moneys payable under the contract and all losses costs charges and expenses whatsoever which the Seller may incur by reason of any default as aforesaid on the part of the Buyer.
- 2 This guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the Seller in enforcing payment of any of the moneys payable under the contract or the performance or observance of any of the agreements obligations or conditions under the contract by a nomination under the contract or by time being given to the Buyer for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

Executed as a deed.

**SIGNED, SEALED AND DELIVERED** by )

the Guarantor in the presence of: )

.....  
Signature of Guarantor

.....  
Signature of witness

.....  
Name of Guarantor

**SIGNED, SEALED AND DELIVERED** by )

the Guarantor in the presence of: )

.....  
Signature of Guarantor

.....  
Signature of witness

.....  
Name of Guarantor

---



## **Annexure E – Nomination Form**

---



Maddocks

**SALE OF REAL ESTAE  
NOMINATION FORM**

Contract between: \_\_\_\_\_ as Seller  
And: \_\_\_\_\_ as Buyer  
Dated: \_\_\_\_\_  
Property Address: \_\_\_\_\_ Lot no: \_\_\_\_\_ Stage no: \_\_\_\_\_ Estate name: \_\_\_\_\_  
Street name: \_\_\_\_\_ Suburb: \_\_\_\_\_  
Guarantee dated: \_\_\_\_\_

**WE**

Buyer:.....of.....

Nominee:.....of.....

Guarantor(s):.....of.....

**GIVE NOTICE TO THE SELLER THAT**

The Buyer nominates the Nominee as substitute Buyer to take a transfer of the Property instead of the Buyer.

The Buyer and the Nominee acknowledge that they are jointly and severally liable for performing the obligations of the Buyer under the Contract and for paying any expenses resulting from this nomination (including, but not limited to any stamp duty) and the Nominee is bound by the Contract as if the Contract had been entered by the Nominee and the Seller.

The Guarantor acknowledges that the nomination of the Nominee as substitute Buyer does not affect the Guarantor's obligations under the Guarantee.

**FURTHER** the Buyer and the Nominee warrant that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not apply to the Nominee's acquisition of an interest in the Property.

**Dated**

**20**

Executed as a Deed by the Buyer, Nominee and Guarantor (if applicable)



**SIGNED, SEALED AND DELIVERED** by the  
Nominee 1 in the presence of:

)  
)  
)  
)  
).....  
Nominee (Signature)

)  
)  
)  
).....  
)Nominee (Signature)

.....  
Nominee (Signature)

)  
 )  
 )  
 ).....  
 )Nominee (Signature)

.....  
Nominee (Signature)

)  
)  
).  
Nominee (Signature)



EXECUTED by Nominee	)
	)
	)
	)
.....	)
	)
	)
.....	)
in accordance with s 127(1) of the <i>Corporations Act</i>	)Director/Company Secretary
2001 by authority of its directors:	)*delete which is not applicable
	)
	)
.....	)
Signature of Director	)Name if Director/Company Secretary
	)*delete which is not applicable
	)
	)
.....	)
Name of Director (block letters)	)



EXECUTED BY PURCAHSER (DELETE/INSERT AS REQUIRED)

**SIGNED, SEALED AND DELIVERED** by the )  
Purchaser 1 in the presence of: )  
 )  
 )  
..... )  
Signature of witness Purchaser (Signature)  
 )  
 )  
..... )  
Name of witness (block letters) )Purchaser (Signature)  
 )  
 )  
..... )  
Address of witness )

**SIGNED, SEALED AND DELIVERED** by the )  
Purchaser 2 in the presence of: )  
 )  
 )  
..... )  
Signature of witness Purchaser (Signature)  
 )  
 )  
..... )  
Name of witness (block letters) )Purchaser (Signature)  
 )  
 )  
..... )  
Address of witness )

**SIGNED, SEALED AND DELIVERED** by the )  
Purchaser 3 in the presence of: )  
 )  
 )  
..... )  
Signature of witness Purchaser (Signature)  
 )  
 )  
..... )  
Name of witness (block letters) )Purchaser (Signature)  
 )  
 )  
..... )  
Address of witness )