

Rose Cassar

Vendor(s)

and

Purchaser(s)

CONTRACT OF SALE

Property Address:

**STAGE 2
LOT "Ambervue"
185-209 Bridge Road
MELTON SOUTH VIC 3338**



**PROMPT LEGAL SERVICES
MELBOURNE**

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**313 KEILOR ROAD
ESSENDON 3040**

**Tel No: 9379 0877
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CONTRACT OF SALE OF REAL ESTATE

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

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 in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

Signature(s):	
Print Name(s):	
Date:	201
State nature of authority [if applicable] (e.g. 'director', 'attorney under power of attorney')	

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

SIGNED BY THE VENDOR

Signature(s):	
Print Name(s):	Rose Cassar
Date:	201
State nature of authority [if applicable] (e.g. 'director', 'attorney under power of attorney')	

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

(Section 31 Sale of Land Act 1962)

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

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

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

IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES

1. subject to the limit set out by *subsection (1)(b) of the Sale of Land Act 1962 the purchaser may negotiate with the vendor about the amount of the deposit moneys payable under the contract; and;
2. a substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot; and
3. the value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

**Sale of Land Act 1962 section 9AA(1)(b) is as follows "the deposit moneys payable under the contract do not exceed 10 per cent of the purchase price of the lot".*

IMPORTANT NOTICE TO INTERESTED PURCHASERS

This information has been supplied to us. Prompt Legal Services accepts no responsibility for any omissions or errors in the documentation. It is possible that further details and / or changes relating to the documentation may be Included at a later date prior to any sale of the property. Potential purchasers are advised that it is their sole responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale.

PARTICULARS OF SALE

VENDOR

VENDOR'S ESTATE AGENT

Developers Direct Property Sales
Level 1 / 67L Matthews Ave
Airport West VIC 3042

REF:
Mobile: 0418 363 423
eMail:

VENDOR(S)

Rose Cassar

VENDORS DETAILS

Address:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

PROMPT LEGAL SERVICES
LAWYERS,
313 KEILOR ROAD
ESSENDON VICTORIA 3040

REF: IAN CIMINO
PH: (03) 9379 0877
FAX: (03) 9379 2972
INFO@PROMPTLEGALSERVICES.COM.AU

PURCHASER

PURCHASER

PURCHASERS DETAILS

Address:
Telephone:
Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

REF:
PH:
FAX:

LAND (general conditions 3 and 9)

The land is -
described in the table below-

Part Certificate of Title reference	Being lot	On Proposed Plan
Volume 09690 Folio 929		PS813464X

PROPERTY ADDRESS: The address of the land is

STAGE 2

LOT "Ambervue"
185-209 Bridge Road
MELTON SOUTH VIC 3338

OR

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

GOODS (general condition 2.3(f))
(List or attach schedule if required)

Vacant Land

PAYMENT (general condition 11)

PRICE \$

DEPOSIT \$ by
(of which \$
has been paid)

BALANCE \$ Payable at settlement

GST

(refer to general condition 13)

The price includes GST (if any) unless the words 'plus GST' appear here: N/A

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

If the margin scheme will be used to calculate GST then add the words 'margin scheme' here: N/A

SETTLEMENT (refer to general condition 10)

Is due on /..... /201__

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

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

LEASE (refer to general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear here: N/A in which case refer to general condition 1.1.

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' here; _____, and refer to general condition 23 and add any further provisions by way of special Conditions.

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words 'special conditions' appear here: **SPECIAL CONDITIONS**

LOAN

(refer to general condition 14)

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

Lender:

Loan amount: \$ Approval date:/...../201

SPECIAL CONDITIONS

1. DEFINITIONS

In this contract, capitalised items have the meaning given to them in the Particulars of Sale and unless the context otherwise requires:

- Act** means the *Sale of Land Act 1962 (Vic)*.
- Ambervue** means STARG DEVELOPMENTS PTY. LTD (ACN 611 288 923) trading as Ambervue (ABN 78 611 288 923)
- ADRP** means Ambervue Design Review Panel as defined in the Design Guidelines..
- Authority** means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.
- Bank** means:
- (a) an Australian-owned bank;
 - (b) a foreign subsidiary bank; or
 - (c) a branch of a foreign bank,
- on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority.
- Beneficial Use** has the meaning given in the *Environment Protection Act 1970 (Vic)*.
- Contaminant** or **Contamination** means a solid, liquid, gas, odour, heat, sound, vibration or radiation, or a quality or property of any of them, which is or may be:
- (a) harmful or may present a risk of harm to the health, welfare, safety or property of human beings;
 - (b) harmful or may present a risk of harm to:
 - (i) animals, birds, wildlife, fish or other aquatic life; or
 - (ii) plants or vegetation; or
 - (c) detrimental to any Beneficial Use made of land, water (including groundwater) or atmosphere.
- Council** means the Melton City Council.
- Covenants** means the covenants in the form or substantially in the form of the covenants attached to the Vendor's Statement.
- Deposit** means the sum being part of the Price that is set out as the deposit in the Particulars of Sale.

Design Guidelines means the “*Ambervue Home Design Guidelines*” in the form or substantially in the form of those attached to the Vendor's Statement or as provided by the Vendor to the Purchaser from time to time.

Development means the subdivisional development of the Site.

Due Date means the date settlement is due as set out in the Particulars of Sale or such other date as agreed to in writing by the parties.

Earthworks means works affecting the natural surface level of the Property or of any land abutting the Property which is within the Site.

FIRB means the Treasurer acting through the Foreign Investment Review Board.

FIRB Application means the Purchaser's application to the Treasurer to obtain FIRB clearance.

Land or land means the land described in the Particulars of Sale and includes all improvements and fixtures affixed to the land.

Lot means a lot on the Plan.

MCPs means the memorandum or memoranda of common provisions in the form or generally in the form of the memorandum or memoranda of common provisions attached to the Vendor's Statement.

Particulars of Sale means the particulars of sale at the front of this contract.

Plan means the proposed plan of subdivision attached to the Vendor's Statement.

Price means the price in the Particulars of Sale

Property means the Land together with any improvements.

ResCode means the residential development provisions and tools incorporated into Part 4 of the Building Regulations 2006 (Vic), clauses 54, 55 and 56 of the Melton Planning Scheme and any relevant Ministerial guidelines.

Section 173 Agreement means any agreement by a competent Authority in respect of the development of the Land in accordance with section 173 of the Planning and Environment Act 1987 (Vic).

Settlement Date means the date on which settlement occurs.

Site means the whole of the land comprised in the Plan of which the Property is part.

Subdivision Planning Permit means the subdivision planning permit for the Development on terms acceptable to the Vendor in its sole discretion.

Sunset Date means the date which is 30 months after the Day of Sale.

Transfer means the instrument of transfer referred to in General Condition 6.

Treasurer means the Treasurer of the Commonwealth of Australia.

Utilities means water, recycled water, sewage, drainage, gas, electricity, telecommunications and other similar services and includes all installation

pipes, wires, fibre optic cables, mains, connections and machinery relating to those services.

Vendor's Statement means the statement required by section 32(1) of the Act attached to this contract.

Works means all design, building and construction work that the Purchaser intends to complete or actually completes including because of a Law that applies to the Site.

2. INTERPRETATION

In these Special Conditions words importing the singular shall be deemed and taken to include the plural, the singular and the masculine gender shall be deemed and taken to include the feminine and the term "person" shall include a corporation unless there is something repugnant to or inconsistent with that interpretation or unless the contrary is expressly provided

3. MODIFICATION OF GENERAL CONDITIONS

- (a) General condition 26 is deleted and replaced with special condition 36 (Default Interest)
- (b) General condition 6 is deleted and replaced with special condition 9 (Delivery of Transfer)
- (c) General condition 7 is deleted
- (d) General condition 8 is deleted
- (e) General condition 11.6 is modified by special condition 35 (Number of Cheques)
- (f) General condition 18 is deleted and replaced with special condition 6 (Nomination)
- (g) General condition 21 is modified by special condition 11 (Notices)
- (h) Any Special Conditions written below which are inconsistent with the General Conditions herein before contained shall modify or exclude such Conditions to the extent of such inconsistency.
- (i) General Condition 24 (Loss or damage before settlement) is amended by deleting General Conditions 24.2, 24.3, 24.4, 24.5 and 24.6;

4. MULTIPLE PURCHASERS

If there is more than one purchaser then;

- (a) the purchaser's obligations in this contract will bind all those persons jointly and severally;

- (b) it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the Property (the proportions).
- (c) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (d) The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- (e) This Special Condition will not merge on completion.

5. AGENCY

If the Purchaser buys as agent on behalf of an undisclosed principal, the Purchaser shall remain personally liable under this Contract at all times.

6. NOMINATION

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

The purchaser shall only have the right until 10 days before the settlement date to nominate a substitute or additional purchaser and it shall be a condition precedent of such nomination that:-

- (a) The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendor's Statement and provide the statement to the Vendor's representative.
- (b) If the nominated Purchaser of one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the Vendor signed by all the directors of the said incorporated body.
- (c) it must deliver to the Vendor's legal representative -
 - I. a nomination notice executed by the nominee and the Purchaser; and
 - II. a copy of the duly signed nominee statutory declaration required by the State Revenue Office.
- (d) No nomination is allowed if the Purchaser is in default under this contract at the time of the nomination.

7. REPRESENTATIONS

The purchaser acknowledges that

- (a) no information, representation, comment, opinion or warranty by the vendor or its agent was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and
- (b) no information, representation, comment, opinion or warranty has been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied.
- (c) obtained or had the opportunity to obtain independent legal and financial advice prior to signing this contract;
- (d) had regard to the Purchaser's particular circumstances in making this assessment and acknowledges that the Vendor is not aware of the Purchaser's particular circumstances;
- (e) warrants and represents to the Vendor that in making its decision to enter into this contract and to purchase the Property it has not relied on any brochure, architectural drawing, artist impression of the Development or other similar document; and

The purchaser will not

- (f) make any objection or requisition;
- (g) claim any compensation, damages or seek any reduction in the Price;
- (h) ask the Vendor to undertake any action or ask the Vendor to incur any cost;
- (i) rescind or terminate this contract; or
- (j) delay settlement,

because of any matter referred to in this Special Condition.

8. PURCHASER ACKNOWLEDGEMENTS

- (a) The Purchaser acknowledges that it received copies of this contract and the Vendor's Statement before paying any money or signing any document in relation to this sale.
- (b) The Purchaser acknowledges that a due diligence checklist (as defined in Section 33A of the *Sale of Land Act 1962*) was made available to the Purchaser from the time the Property was offered for sale in the manner described in section 33B(6) of the *Sale of Land Act 1962*.

9. DELIVERY OF TRANSFER

- (a) General condition 6 of this contract shall not apply. The transfer of land document must be prepared by the purchaser and must be delivered to the vendor at least 14 days before settlement.
- (b) If the purchaser fails to so deliver the transfer of land to the vendor:-
- I. the vendor shall not be obliged to complete this contract until the expiration of fourteen (14) days from the date of delivery to the vendor of the transfer of land, and
 - II. the purchaser shall be deemed to have made default in the payment of the balance of the Price for the period equal to the number of days between the date being fourteen (14) days before the proposed Settlement and the date of actual delivery of the Transfer to the vendor ("the default period"), and
 - III. interest in accordance with Special Condition 9 shall be payable on the balance of the Price and shall be deemed to have been demanded by the vendor from the purchaser and shall be payable by the purchaser to the vendor for the default period in addition to and not by way of substitution for any other rights or remedies the vendor may have against the purchaser pursuant to this contract.
 - IV. An additional administration fee of \$100.00 will apply if such default occurs.

10. DEPOSIT

Payment of Deposit

- (a) The Purchaser must pay the Deposit to the Vendor's Estate Agent or to the Vendor's Lawyers within the time required by this contract and it must be held by either of them on trust for the Purchaser until registration of the Plan and otherwise in accordance with section 9AA of the Sale of Land Act and this contract.
- (b) The Vendor and Purchaser authorise the Vendor's Lawyers to invest the Deposit with a bank in a controlled moneys account to be held in the name of the Purchaser until registration of the Plan and after which it must be held in a controlled moneys account in the name of the Purchaser and the Vendor until the Deposit is released in accordance with the Act and this contract. The Deposit may be invested by the Vendor's Lawyers either at call or on a term deposit. The Deposit is invested at the risk of the party who becomes entitled to it.

Tax file number and income tax payments

- (c) Within 7 days after the Day of Sale, each party must notify the Vendor's Lawyers in writing of its tax file number. Each party authorises the Vendor's Lawyers to give its tax file number to the Bank with which the Deposit is to be invested. If the Purchaser does not give its tax file number to the Vendor's Lawyers and if the Purchaser is entitled to a refund of the Deposit and interest, the Vendor, the Vendor's Lawyers or the Vendor's Lawyers' Bank may retain withholding tax due on the amount payable to the Purchaser.
- (b) If the Vendor's Lawyers are subject to income tax on interest accrued on moneys deposited into the controlled moneys account under the Income Tax Assessment Act 1936 (Cth), the parties authorise the Vendor's Lawyers to deduct from the interest accrued the amount of such income tax plus the reasonable anticipated costs of preparation of tax returns. The parties acknowledge that any such income tax is payable by the Vendor's Lawyers at the rate imposed by law and without any right of refund to either party.
- (c) The parties agree that if the interest accrued is disbursed to either party and the Vendor's Lawyers are or subsequently become subject to income tax in respect of any part of the interest accrued and disbursed, the party to whom the interest accrued was disbursed must immediately on demand reimburse to the Vendor's Lawyers the amount of such income tax.
- (d) The parties must not make any claim on the Vendor's Lawyers for any matter arising out of this Special Condition.

Entitlement to Interest

- (e) Interest will belong to the Vendor unless the Purchaser becomes entitled to a refund of the Deposit. If the Purchaser becomes entitled to a refund of the Deposit, Interest will belong to the Purchaser.

11. NOTICES

The Purchaser shall assume liability for compliance with any notices or orders relating to the Property sold (other than those referring to apportionable outgoings) which are made or issued on or after the date hereof in respect of or in connection with the Property sold and the Purchaser does hereby indemnify the Vendor against such liability.

12. UNREGISTERED PLAN OF SUBDIVISIONS

- (a) The vendor, shall at his own expense, lodge the Plan of Subdivision to be certified by the relevant municipality (a copy of which forms part of the Section 32 Statement annexed hereto) with the Registrar of Titles for approval pursuant to Section 97 of the Transfer of Land Act. The Vendor shall use his best endeavors and to all such acts and things as shall be reasonably necessary or required to procure the registration of the said Plan of Subdivision. The Vendor reserves the right to make any alteration in or to the said Plan to procure its registration by the Registrar of Titles and undertakes in accordance with Section 9AC of the Sale of Land Act to notify the Purchasers of any proposed amendment to the said Plan of Subdivision.
- (b) If the said Plan of Subdivision is not registered by the Sunset Date then the Vendors or the Purchasers may at any time after the expiration of three months from the date thereof but before the Plan is so registered avoid this Contract and upon the Purchasers so doing all moneys paid hereunder shall be refunded to the Purchasers in full.
- (c) After the date of this Contract if an amendment to the relevant Plan of Subdivision is required by the Registrar of Titles, the relevant municipality or requested by the Vendor the Vendor shall within fourteen days after receipt of the requisition of the Registrar, the relevant municipality or the making of the request by the Vendor (as the case requires) advise the Purchasers in writing at the address provided in this Contract of the proposed amendment pursuant to Section 9AC(i) of the Sale of Land Act.
- (d) The Purchaser may rescind this Contract by written notice to the Vendor within fourteen days of notice provided by Section 9AC(i) of the Sale of Land Act provided such amendment will materially affect the allotment to which this Contract relates. Such notice shall be addressed to the Vendor at the address set out in this contract.
- (e) Until the Plan of Subdivision has been approved by the Registrar of Titles the Purchasers will not lodge permit or cause to be lodged at the Office of Titles and Caveat on their behalf in respect of their interest in the land hereby sold and the Purchasers will indemnify and keep indemnified the Vendor against

any loss or damage which the Vendor may suffer or incur in consequence of any breach of the Purchasers of this provision.

- (f) No objection shall be taken or requisition raised by the Purchaser if it should be found that any boundary of the Land in the said Certificate of Title be not fenced or that any boundary fence or wall shall not be on or within such boundary.

13. STAGED DEVELOPMENT

- (a) The Purchaser accepts that the Vendor may subdivide the Development in stages as contemplated by section 37 of and the regulations under the *Subdivision Act 1988 (Vic)*.
- (b) A plan of subdivision for a subsequent stage may:
 - (i) create, remove or change lots in that stage;
 - (ii) create, remove or change an easement or restriction in that stage;
 - (iii) dedicate land for roads or reservations; or
 - (iv) change a plan for an earlier stage by:
 - (A) subject to the *Subdivision Act 1988 (Vic)*, changing lot entitlements or Lot liabilities; or
 - (B) showing land on that plan as being benefited by an easement or restriction created over the Land in the plan for the subsequent stage.
- (c) The Vendor may:
 - (i) consolidate any or all stages into one plan of subdivision;
 - (ii) proceed with a plan of subdivision for a later stage before an earlier stage (and this includes preparing the plan for the later stage, applying for planning approval and lodging it for registration); and
 - (iii) proceed with a plan of subdivision for all or part of the Development before proceeding with the Plan (and this includes preparing a plan, applying for planning approval and lodging for registration any plan for all or part of the Development).
- (d) If the Vendor subdivides the Development in stages:
 - (i) the Purchaser accepts that construction and other works may be required including:
 - (A) use of construction plant;
 - (B) Earthworks;

- (C) the placement and maintenance on and outside the Development (excluding the Property) of display of signs or any other signs in connect with the Vendor's selling activities; and
 - (D) changes to Development entry points, and that these works may produce dust, noise or other discomforts; and
 - (ii) the Vendor must use all reasonable endeavours to make sure their builders and contractors minimise the effect on the Purchaser's occupation of the Property.
- (e) The Purchaser must not rescind this contract, make any objection, requisition, claim compensation or damages before or after the Due Date, refuse to settle or delay settlement because of any matter contained in this Special Condition.
 - (f) If the Purchaser makes a claim under this Special Condition, the Vendor and the Purchaser acknowledge and agree that this contract may be used by the Vendor as a complete bar and defence to any claim issued by the Purchaser by reason or, arising out of, or in any way connected with any matters referred to in this Special Condition.

14. ALTERATIONS TO PLAN

Subject to section 9AC of the *Sale of Land Act 1962*, the Vendor may make alterations to the Plan that:

- (a) may be necessary to:
 - (i) accord with surveying practice;
 - (ii) comply with any requirement, recommendation or requisition of an Authority or of a consultant to the Vendor or a combination of them;
- (b) in the reasonable opinion of the Vendor, are required for the development, use, occupation, proper management or adequate servicing of the Site or of any part of it; or
- (c) further subdivide or consolidate the Lots (other than the Property).

15. SURFACE WORKS

-
- (a) the Vendor may at any time after the Day of Sale carry out Surface Works that are:
 - I. required by a Relevant Authority;
 - II. required to complete the subdivision works; or
 - III. desirable to enhance the appearance of the Property and the Subdivision but which are generally in keeping with the Plan of Subdivision.

- b) Subject to the Vendor's compliance with the Act, the Purchaser must not make any requisition, objection or claim or take any action against the Vendor as a result of any alteration or modification of the quality or condition of the Subdivision the Land or the quality or conditions of the Subdivision the Land or the Property as a result of surface works done in accordance with Special Condition (a)
- c) The Purchaser acknowledges and agrees that:
 - I. as at the day of sale, the only Earthworks that have been carried out or are proposed to be carried out are set out in the plan attached to the Vendor's Statement; and
 - II. if the Vendor, for any reason, decides or is required to alter any part of the Earthworks, the Vendor may provide the Purchaser with a new plan showing the altered Earthworks.

16. ASSIGNMENT, MORTGAGE OR CHARGE BY VENDOR

A. Vendor's rights

The Vendor may do all or any of the following, without the Purchaser's consent:

- (a) sell the whole of the Land comprised in the proposed Plan of Subdivision of which the Property is part (the Site), to another person.; and
- (b) assign or otherwise dispose of or deal with its rights under the contract including in favour of any person to whom the Site is transferred.

B. Novation

Prior to the Registration of Plan of Subdivision and if directed by the Vendor to do so, the Purchaser must execute:

- (a) a deed in a form to be prepared by the vendor's lawyer novating this contract to a third party and that deed will:
 - (i) release the Vendor from its obligations under this contract and provide for the third party to assume the Vendor's rights and obligations under this contract; and
 - (ii) be on reasonable terms in accordance with good conveyancing practice in Victoria; and
- (b) a vendor's statement in the form prepared by the third party.

C. No claim or requisition

The Purchaser must not make any claim, inquiry, requisition or demand or refuse payment of the Balance or rescind or terminate this contract in respect of any of the matters set out in this Clause.

17. VENDORS RIGHT TO TERMINATE

a. Requirements

If:

- (a) any requirement Imposed by an Authority for the Plan or a Building is in the opinion of the Vendor too onerous to perform or accept; or
- (b) at any time and for any reason the Vendor in its absolute discretion determines that construction of the Building will not proceed or, if commenced, will not proceed further,

the Vendor may elect to terminate this contract by notice in writing to the Purchaser. If the Vendor gives notice under this special condition, this contract will be at an end and, if the Purchaser has paid the Deposit or an instalment of the Deposit to the Vendor, the Deposit or the instalment (as the case may be) will be refunded together with any interest earned on the investment of the deposit.

b. Benefit of special condition

Special condition a is for the benefit of the Vendor. Only the Vendor may give notice under it or waive the benefit of it.

c. No compensation

If this contract is terminated or rescinded by the Vendor under this special condition neither party will have any right to compensation or damages against the other party as a result of the termination or rescission.

18. USE OF LAND

The Vendor gives no warranty as to the use to which the Land may be put. If the use is permissible only with the consent of any Authority under or in pursuance of any statute, ordinance, regulation, by-law, town planning scheme or interim development order or other enactment or order of the Court, the Purchaser shall obtain such consent at the Purchaser's own expense;

19. FILLED LAND

- (a) The Purchaser acknowledges and agrees that:
 - (i) the Property sold or parts thereof may be filled land; and
 - (ii) the Vendor makes no warranties or representations in regard to the suitability of or the works required to be carried out to the Property to enable the Property to be used by the Purchaser.

- (b) The Purchaser will not:
- (i) make any objection or requisition;
 - (ii) claim any compensation, damages or seek any reduction in the Price;
 - (iii) ask the Vendor to undertake any action or ask the Vendor to incur any cost;
 - (iv) rescind or terminate this contract; or
 - (v) delay settlement
- because of any matter referred to in this Special Condition.

20. DESIGN GUIDELINES

- (a) The Purchaser acknowledges and agrees that it
- (i) has read and understood the Design Guidelines; and
 - (ii) must comply with the Design Guidelines.
- (b) The Purchaser acknowledges that it cannot carry out any Works without the Vendor's prior written approval of all building plans and specifications.
- (c) The Vendor will provide the approval referred to in sub clause (b) above if the Purchaser's plans and specifications comply with the Design Guidelines and are approved by the ADRP.
- (d) Without limiting clause (c) above, the Purchaser must in seeking the Vendor's approval not commence construction of any Works on the Property without the prior written consent of the Design Review Panel.
- (e) The Purchaser must:
- I. Obtain design approval from the ADRP no later than twelve months after Settlement Date;
 - II. Commence construction with foundations laid within 18 months after Settlement Date;
 - III. Complete construction with occupancy certificate issued within 30 months after Settlement Date.
- (f) Within 30 days of receiving the plans and specifications referred to in sub clause (e) above, the Vendor must give the Purchaser written notice that:
- (i) the plans and specifications are approved;
 - (ii) amendments are required to be made to the plans and specifications and are to be resubmitted for the Vendor's approval; or
 - (iii) the plans and specifications are rejected.
- The Vendor must act reasonably in considering the plans and specifications and requiring amendments or rejecting them.

- (g) Notwithstanding ADRP approval, the Purchaser may still need any relevant approvals.
- (h) In the event of any conflict arising between the MCPs, these special conditions or the Design Guidelines, the ranking in priority will be as follows:
 - (i) first the MCPs;
 - (ii) second the Restrictions (excluding the MCPs);
 - (iii) third these special conditions; and
 - (iv) fourth the Design Guidelines.
- (i) The Purchaser acknowledges that:
 - (i) the Vendor may, at any time, at its absolute discretion be entitled, to vary or waive, any of its requirements (including requesting changes to the Purchaser's plans and specifications) as set out in the Design Guidelines. The Purchaser must not exercise any of the Purchaser's Rights by reason of such waiver or variation;
 - (ii) neither the Vendor nor the Design Review Panel will be liable to the Purchaser in respect of any failure by the Vendor or the Design Review Panel to enforce any of the terms of the Design Guidelines;
 - (iii) where there is any ambiguity or any dispute arises as to the interpretation or meaning of the terms of the Design Guidelines, the matter shall be determined by the Design Review Panel whose decision shall be final and binding; and
 - (iv) Part 4 of the Building Regulations 2006 (Vic) (ResCode) applies to any relevant Works on the Property and that the Works will be considered by the relevant Authority or private building surveyor (as the case may be) (Statutory Authorities) under the provisions of ResCode (Statutory Approval).
- (j) The Purchaser indemnifies the Vendor against any loss or damage it suffers as a result of the Purchaser breaching this special condition.
- (k) This condition will endure for the benefit of the Vendor after the Settlement Date.
- (l) If the Purchaser is in breach of the Purchaser's obligations under this Special Condition or fails to comply with the Covenants, the Design Guidelines and the Building Envelope Plan, then the Vendor may:
 - (i) enter the Property;
 - (ii) complete all works and supply such materials as are necessary to complete compliance with the Covenants, the Design Guidelines and the Building Envelope Plan; and
 - (iii) recover the costs of the works and materials from the Purchaser or later owner of the Property plus interest at the rate of 15% per annum.

- (m) The Purchaser charges the Property with payment of monies due to the Vendor under this Special Condition and this charge will constitute an equitable interest in the Property which gives the Vendor the right to lodge a caveat on the title to the Property.

21. GENERAL FENCING

- (a) The Purchaser agrees that, if before the Settlement Date, the Vendor:
- (i) has erected or has contributed towards the costs of erecting one of all of the fences on the boundaries of the Property; or
 - (ii) has received any fencing notices from the owner or owners of land adjoining the Property, the Purchaser must, on or before the Settlement Date:
 - (iii) reimburse the Vendor for all the costs which the Vendor has or will incur in relation to such fence or fencing notice; or
 - (iv) assume liability for payment or contribution towards the cost of erecting the fence.
 - (v) assume liability for payment or contribution towards the construction of any retaining walls required on any boundary of the Lot.
- (b) While the Vendor (or if there is more than one vendor, then any of them) is the owner of any land adjoining the Property, the parties agree that the Vendor's contribution towards the cost of constructing any dividing fence is \$1.00.
- (c) If the Purchaser enters into any contract for the sale of the Land:
- (i) the Purchaser must include in the contract of sale the following special condition:
'While Melton City Council owns any land adjoining the property, the Purchaser agrees that the Council's contribution towards the cost of constructing any dividing fence is \$1.00.'; and
 - (ii) the Purchaser agrees to indemnify the Vendor against all costs, losses, charges and expenses incurred by the Vendor as a result of any claim for fencing contribution brought against the Vendor by the second purchaser.
- (d) This Special Condition does not merge upon settlement and will endure for the benefit of the Vendor.

22. EXISTING SERVICES AND UTILITIES

- (a) The Purchaser acknowledges that the Land is sold and the Purchaser shall take title subject to all existing water, sewerage, drainage, gas, electricity, telephone or

other installations, services and utilities (if any) except to the extent that the same:-

- (i) form part of any Building Works to be performed by or on behalf of the Vendor in accordance with this Contract; or
- (ii) (where this Contract is subject to and conditional upon registration of any plan of subdivision) are required to achieve registration of that plan.

(b) The Purchaser shall not exercise rights in respect of any of the following:-

- (i) the nature, location, availability or non-availability of any such installations, services and utilities;
- (ii) any such service being a joint service with any other land or building;
- (iii) any such service for any other Property or building that passes through in or over the Land;
- (iv) any sewer or water main or connection that passes through, ill or over the Land;
- (v) any manhole or vent on the Land; or
- (vi) any easements arising out of any such installations, services or utilities.

(b) The Purchaser acknowledges that the Utilities referred to in the Vendor's Statement as being available or connected to the Property may be laid outside the boundary of the Property and it will be the responsibility of the Purchaser to connect those Utilities to the Property, including payment of any connection fee.

23. EASEMENTS

The Purchaser acknowledges that any water supply, sewage or drainage service to the Property may be a joint service with any other Lot or the water supply, sewage or drainage pipes or connection for a Lot may pass through the Property; and

24. ELECTRICAL SUBSTATION

- (a) The Purchaser acknowledges that if any relevant Authority or energy provider requires the Vendor to provide electrical, telecommunication and/or internet substations or service allotments for the Site, those substations and/or allotments may:
 - (i) be located elsewhere upon the Site;
 - (ii) be dedicated, leased or encumbered by easement rights in favour of the provider;and

(iii) be leased in a form of substation and/or allotment lease which will be principally determined by the energy provider or relevant Authority and will substantially follow its standard form of lease for substations and/or allotments and may be the subject of a caveat.

- (b) The Purchaser must take title subject to any caveat under this Special Condition and not refuse to settle due to the existence of such caveat.

25. NATIONAL BROADBAND NETWORK

- (a) The Purchaser acknowledges that the Vendor does not make any representations or give any assurances as to the availability of the national broadband network (NBN) and whether or not the Property is capable of receiving the NBN.
- (b) If the Property is capable of receiving the national broadband network, the Purchaser:
- (i) must adopt and ensure compliance with the NBN building ready specifications and appropriate building wiring specifications when constructing a dwelling; and
 - (ii) acknowledges that:
 - (A) the NBN building ready specifications must be complied with to enable the Property to be connected to the Network Infrastructure; and
 - (B) failure to comply with the NBN building ready specifications will either:
 - (i) prevent connection to the Network Infrastructure; or
 - (ii) require the Purchaser to incur additional costs in order to connect to the Network Infrastructure.

26. CONTAMINATION OF LAND

The Purchaser acknowledges that no representations, warranties or indemnities of any kind have been made or given by the Vendor concerning the existence or otherwise of any Contamination of or in the Property of concerning the risk or any possible harm or detriment which may be caused to any beneficial use of the Property and agrees not to make any requisition or claim against the Vendor howsoever arising by reason of or in consequence of or in respect of any Contamination or any harm or detriment which may be caused to any beneficial use of the Property.

27. ENVIRONMENTAL

- (a) The purchaser acknowledges that it has purchased the Property and relies on its own inspection of the land and that the vendor has made no warranty or representation that the Property complies with environmental law.
- (b) The purchaser:
 - (i) accepts all environmental liability after settlement;
 - (ii) must not, at any time, take any action or proceeding or make any claim, action or demand for compensation, damages, losses, costs, expenses or charges against the vendor in relation to or in connection with any environmental liability relating to or arising from the Property after the settlement date whether or not it is disclosed; and
 - (iii) unconditionally releases and forever discharges the vendor from any environmental liability whether or not it was disclosed.

28. NO SEPARATE TITLE AT SETTLEMENT

- (a) The Purchaser
 - (i) accepts that a separate certificate of title for the Land may not be available on the Due Date because Land Registration Services, Land Victoria (Land Victoria) has not yet issued one; and
 - (ii) will not object, make any claim against the Vendor or delay settlement of this contract by reason that a separate certificate of title for the Land is not available on the due date.
- (b) If a separate certificate of title for the Land is not available on the Due Date because Land Victoria has not yet issued one, the Purchaser must accept, at settlement, an order from the Vendor to the Registrar of Titles directing the Registrar to deliver the title for the Land to the Purchaser when it issues from Land Victoria.

29. PLANNING AND OTHER USE OR DEVELOPMENT RESTRICTIONS AND CONTROL

The Property is sold subject to any and all restrictions conditions and controls as to planning building control use and development under any legislation or subordinate legislation and under any order planning scheme regulation by-law or permit contained in or made or issued pursuant thereto and including without limitation the Planning Scheme referred to in the statement given by the Vendor pursuant to Section 32 of the ***Sale of Land Act 1962*** a copy of which is annexed to this Contract

and the **Planning and Environment Act 1987**. No such restrictions conditions or controls (nor any breach or non-compliance therewith) shall constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition or objections nor be entitled to any compensation from the Vendor in respect thereof.

30. FIRB: (FOREIGN INVESTMENT REVIEW BOARD)

- (a) The purchaser warrants to the vendor that any approval required under the **Foreign Acquisition and Takeovers Act 1975** (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of The Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this contract has been obtained or that a statement of non-objection in connection with the **Foreign Acquisition and Takeovers Act 1975** or such guidelines has been obtained. In the event that this warranty is untrue in any respect the purchaser hereby indemnifies and keeps indemnified the vendor against any loss (including consequential loss) which the vendor suffers as a result of the vendor having relied on this warranty at the time of entering into this contract.
- (a) Where the purchaser is not a resident and ordinarily domiciled in Australia or a foreign company, the purchaser shall:
- (i) within 60 days of request of the vendor produce to the vendor adequate proof of the purchaser's ability to pay the residue of moneys owing in the form of
- (A) written confirmation from an Australian bank showing funds on deposit being available for the settlement of the contract;
- (B) a letter of approval from an Australian bank in respect of any loan to be taken out by the purchaser for the settlement of the contract;
- (C) any other approval or confirmation approved by the vendor sufficient to show the ability of the purchaser to pay the residue owing.
- (ii) any failure by the purchaser to comply with the provisions of this clause shall be deemed a material breach of this contract and the vendor shall be entitled to rescind this contract.

31. SECTION 173 AGREEMENTS

a. Purchaser's acknowledgement

The Purchaser understands and acknowledges that:

- i. The Development Planning Permit and other Permits requires or may require the Vendor to enter into an agreement or agreements under Section 173 of the Planning and Environment Act 1987 which may be registered and run with the title to the Property, the Development Land and every lot on the Plan of Subdivision.
- ii. The Development Planning Permit and other Permits may require the Section 173 Agreements to contain restrictions and Covenants, including but not limited to those relating to management of refuse and recycling material.
- iii. The relevant municipality and/or the Minister for Planning may require that the Section 173 Agreements contain other restrictions or Covenants which the Vendor currently has no knowledge or notice of. If the relevant municipality or Minister for Planning require any further Covenants not provided for in the Development Planning Permit and other Permits, then the Purchaser consents to and authorises the Vendor to agree to the additional restrictions and or Covenants and to enter into the Section 173 Agreements in the form the relevant municipality or the Minister for Planning require.

b. Property subject to Section 173 Agreements

The Purchaser buys the Property subject to the Section 173 Agreements which, if registered, will remain an encumbrance on the title to the relevant lots on the Plan of Subdivision and therefore run with the title to the Property.

c. No requisition

The Purchaser will not make any requisition or objection as to title which relates to the Section 173 Agreements and their provisions and effect and will not refuse or delay payment of the Balance, make any demands or Claims against the Vendor of any nature whatsoever arising in relation to the Section 173 Agreements. The Purchaser shall not exercise any of it's rights in relation to any matter arising out of this special condition.

d. Provision of Section 173 Agreements

The Vendor will, at the request of the Purchaser, provide the Purchaser with a copy of the Section 173 Agreements at settlement, provided that they have been duly executed.

32. ADJUSTMENTS TO BE PREPARED BY THE VENDOR'S LAWYERS

The statement of adjustments will be prepared by the vendor's lawyers and provided to the Purchaser prior to the Settlement Date.

33. LAND TAX AND RATES

Notwithstanding condition 9 of Table A of the *Transfer of Land Act*, no monies shall be withheld from the vendor from the purchase monies payable under this contract on account of any rates or state land tax which may be or may after the date of this contract become charges on the land. The vendor acknowledges that it may be liable for payment of any rates and state land tax chargeable upon the land to the date upon which the purchaser becomes entitled to possession and shall indemnify and keep the purchaser indemnified in respect of any such rates or state land tax charged upon the Property to that date. This indemnity shall be a continuing indemnity and shall not merge upon a transfer of the Property.

34. RATE CERTIFICATES

If requested, the Purchaser agrees to provide to the Vendor's representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. The Vendor will not be obliged to provide cheque details until such time as the copies have been received.

35. NUMBER OF CHEQUES

The Vendor may request up to ten Bank cheques at the settlement and Condition 11.6 of the General Conditions shall be amended by deleting the figure "3" in the first line and inserting the figures "*10 (inclusive of cheques payable to any Municipal Authority or Rating Authority)*" in its place.

36. DEFAULT INTEREST AND DEFAULT COSTS CHARGES & EXPENSES

- (a) If the Purchaser defaults in payment of the purchase money or any part thereof or any interest or any monies payable hereunder the Purchaser shall pay interest during the period of the default at the rate of **fourteen per centum (14%)** upon the monies overdue. The said payment and receipt of interest shall be without prejudice to any other rights of the Vendor.

- (b) The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the Due Date under the Contract or at a time subsequently arranged by consent with their representative, the Vendor will or may suffer the following losses and expenses which the Purchaser shall pay, in addition to interest chargeable on the balance or purchase moneys in accordance with the terms of the Contract:
- I. Interest payable by the Vendor under any existing Mortgage over the Property calculated from settlement;
 - II. Legal and conveyancing representatives costs and expenses as between Vendor's Solicitor/Vendor's representative and Vendor; Including the cost of issuing any default notice agreed at \$650.00 plus GST;
 - III. A fee for rescheduling settlement set at \$110.00 per re-attendance;
 - IV. if the default results in settlement being delayed until after 31 December in any calendar year, any additional land tax incurred by the Vendor as a result of the land being included in the Vendor's land tax assessment for the next calendar year.

If the vendor gives to the purchaser a notice of default under this Contract, the default will not be remedied until remedy by the purchase of the relevant default or if the default is incapable of remedy, compensation is paid to the vendor's satisfaction.

37. TIME OF ESSENCE

Time remains the essence of this contract despite any waiver given or indulgence granted by the Vendor to the Purchaser.

38. NO SALE BY PURCHASER

Despite any other provision of this contract, the Purchaser must not without the written consent of the Vendor sell, agree to sell, advertise for sale, offer or transfer the Property after settlement until a dwelling-house has been erected on the Property. If consent by the Vendor is given, the Purchaser must comply with all reasonable conditions set by the Vendor in relation to the sale or transfer.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
 (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1 This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
 (a) 21 days have elapsed since the day of sale; and
 (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
 (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

- 10.1 At settlement:
 (a) the purchaser must pay the balance; and
 (b) the vendor must:
 (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by
 - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.

- 18. Nominee**
The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. Liability of signatory**
Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of default by a proprietary limited company purchaser.
- 20. Guarantee**
The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.
- 21. Notices**
The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. Inspection**
The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.
- 23. Terms contract**
- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.
- 24. Loss or damage before settlement**
- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

LAW INSTITUTE OF VICTORIA PROPERTY LAW DISPUTE RESOLUTION COMMITTEE GUIDELINES*

1. The Committee has been established to decide disputes relating to property law matters. Where a party does not have a legal practitioner representing them, the dispute cannot be heard until that party instructs a legal practitioner.
2. An *agreed* Statement of Facts must be signed by all parties and referring legal practitioners and must include:
 - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the *agreed* facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring legal practitioners and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring legal practitioner must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right —
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which cases all fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

** The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

GUARANTEE

The party to this Instrument named and described after the words "the Guarantor" in the schedule here to (the "Guarantor") IN CONSIDERATION of the Vendor named and described in the Contract of Sale annexed hereto and bearing even date herewith (the "Contract") entering into the Contract with the Purchaser named and described in the Contract HEREBY AGREES to guarantee and indemnify the Vendor as follows: -

1. The Guarantor shall pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser within fourteen (14) days of the date for each payment as prescribed whether a demand for payment has been made by the Vendor on the Purchaser or not.
2. The Guarantor shall observe and perform on demand by the Vendor all conditions obligations and liabilities binding the Purchaser with which the Purchaser does not comply within fourteen (14) days after the due date of observance or performance as prescribed by the Contract whether a demand for such observation or performance has been made by the Vendor on the Purchaser or not.
3. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the guarantor or severally in respect of any other guarantee or security) or release part with vary relinquish or renew in whole or in part any security document of title assets or right to be held by the Vendor.
4. All moneys received by the Vendor from or account of the Purchaser including any dividends upon liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of liquidation or bankruptcy of the Guarantor the Vendor shall be entitled to prove the total indebtedness of the Purchaser.
5. In the event of liquidation or bankruptcy of the Purchaser the Guarantor authorizes the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this guarantee.
6. The remedies of the Vendor against the Guarantor shall not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void defective or informal.
7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
8. If any payment made by the Purchaser to the Vendor in reduction of the amount owing under the Contract shall be subsequently avoided by virtue of any statutory provision the liability of the Guarantor to the Vendor shall be deemed not to have been discharged and thereupon the parties hereto as between themselves shall be deemed to have had restored to them the rights and obligations which they each respectively would have had if such payment had not been made.
9. Any demand or notice under the Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the day next following the day of posting.
10. In the event of the Purchaser exercising his rights under the Sale of Land Act 1962 to call for a Transfer of Land and a Mortgage to secure the moneys otherwise then outstanding under the Contract the Guarantor will execute on demand a guarantee of the mortgagor's obligations under the said Mortgage in a form satisfactory to the Vendor's solicitors.
11. When not inconsistent with the context the expression "the Guarantor" as herein used shall where there is only one Guarantor mean and include the Guarantor his executors and administrator or in the case of

a corporate Guarantor that Guarantor and its successors and shall when there are two or more Guarantors mean and include those Guarantors and each and every one of them or any of them and the executors administrators or successors of each and every one of them or any of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained shall bind them and any two or more of them jointly and each of them severally. The expression "the Vendor" and "the Purchaser" respectively shall where the context permits bear the meanings assigned to them in the contract. Words importing persons shall extend to and include companies and corporations and words importing singular or plural number shall extend to and include the plural and singular numbers respectively. Words importing one gender shall extend to and include any other gender.

IN WITNESS WHEREOF the Guarantor/s have set their hands and seals the
day of _____ 201

SIGNED SEALED AND DELIVERED by the)
said)
in the presence of:

SIGNED SEALED AND DELIVERED by the)
said)
in the presence of:

SCHEDULE

THE GUARANTORS:

SALE OF LAND REGULATIONS 2005
SCHEDULE 1
GENERAL RULES
FOR THE CONDUCT OF
PUBLIC AUCTIONS OF LAND

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

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.

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

Rose Cassar

VENDOR'S STATEMENT

Property Address:

**185-209 Bridge Road
MELTON SOUTH VIC 3338**



**PROMPT LEGAL SERVICES
MELBOURNE**

www.promptlegalservices.com.au

**313 KEILOR ROAD
ESSENDON 3040**

**Tel No: 9379 0877
Fax No: 9379 2972**

**VENDOR'S STATEMENT TO THE PURCHASER
OF REAL ESTATE PURSUANT TO
SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDOR: Rose Cassar

PROPERTY ADDRESS: "Ambervue" 185-209 Bridge Road
MELTON SOUTH VIC 3338

IMPORTANT NOTICE TO PURCHASERS

1. The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.
2. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.
3. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.
4. 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. 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 to buy.

1 FINANCIAL MATTERS

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

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- **None to the vendors knowledge**

Their total does not exceed \$ 3,000

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

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- **Not Applicable**

2 INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: **-Not Applicable**
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the **Building Act 1993** applies, particulars of the required insurance are as follows:- **Not Applicable**

3 LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

This land **is** in a designated bushfire- prone area within the meaning of the regulations made under the **Building Act 1993**.

(c) ROAD ACCESS

There **is** access to the Property by Road.

(d) PLANNING

Planning Scheme: Melton Planning Scheme
Responsible Authority: Melton City Council
Zoning: URBAN GROWTH ZONE and See attached certificate
Planning Overlay/s: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY and See attached certificate

4 NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:-

None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The **Vendor is not aware** of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the **Land Acquisition and Compensation Act 1986** are: Not Applicable

5 BUILDING PERMITS

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

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

6 OWNERS CORPORATION

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the **Planning and Environment Act 1987** is

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

(2) Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the Planning and Environment Act 1987):

8 SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

9 TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the **Transfer of Land Act 1958** a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988** -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

DATE OF THIS STATEMENT

2

day of

August

2017

Signature/s of Vendor/s

Ms Rose Cassar

Rose Cassar

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

DATE OF THIS STATEMENT

day of

201

Signature/s of Purchaser/s

Register Search Statement - Volume 9690 Folio 929

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

VOLUME 09690 FOLIO 929

Security no : 124067517245T
Produced 10/08/2017 02:42 pm

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 203717M.
PARENT TITLE Volume 07647 Folio 055

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ROSE CASSAR of 185 BRIDGE ROAD MELTON SOUTH VIC 3338
AQ123545J 08/08/2017

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AN793149C 03/05/2017

Caveator
STARG CAPITAL PTY LTD ACN: 611288576
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S), STARG DEVELOPMENTS PTY LTD ACN: 611288923
Date
05/07/2016
Estate or Interest
INTEREST AS MORTGAGEE
Prohibition
ABSOLUTELY
Lodged by
LENA PAULINE CIMINO
Notices to
PROMPT LEGAL SERVICES of 313 KEILOR ROAD ESSENDON VIC 3040

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

NOTICE Section 201UB Planning and Environment Act 1987
AH336996N 01/07/2010

DIAGRAM LOCATION

SEE LP203717M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AN793149C (E)	CAVEAT Registered	03/05/2017
AN850283H	RECTIFY DIAGRAM Registered	19/05/2017

AQ123545J

SURVIVORSHIP APPLICATION Registered

08/08/2017

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

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

Street Address: 185-209 BRIDGE ROAD COBBLEBANK VIC 3338

DOCUMENT END

**Delivered from the Landata ® System by SAI Global Property Division Pty Ltd
Delivered at 10/08/2017, for Order Number 45893654. Your reference: 17/5852.**



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced: 27/07/2017 02:04:19 PM

Dealing Number: AN793149C

Status: Registered

Date and Time Lodged: 03/05/2017 01:39:05 PM

Responsible Subscriber: LENA PAULINE CIMINO

Customer Code: 18187D

Reference: 17.5852

CAVEAT

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Land:

Volume 9690 Folio 929

Caveator:

STARG CAPITAL PTY LTD ACN: 611288576

Grounds of claim:

Agreement with the following Parties and Date.

Parties

The Registered Proprietor(s), STARG DEVELOPMENTS PTY LTD ACN: 611288923

Date

05/07/2016

Estate or Interest claimed:

Interest as Mortgagee

Prohibition:



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Absolutely

Name and Address for service of notice:

Prompt Legal Services of 313 Keilor Road ESSENDON VIC 3040

Subscriber Certifications:

1. The Subscriber has taken reasonable steps to verify the identity of the caveator.
 2. The Subscriber has retained the evidence supporting this Registry Instrument or Document.
 3. The Subscriber has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
-

Signed by:

Ian Cimino

(for LENA PAULINE CIMINO)

on behalf of STARG CAPITAL PTY LTD

Dated: 02 May 2017

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Victoria.

Statement End.

G1 Application to Record Notification

Section 201UB Planning and Environment Act 1987
Use to notify the Registrar of land subject to GAIC

AH336996N



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.

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 listing

2. Signature/s

Growth Area Authority

Signature

Name of Signatory

PETER SEAMER

3. Date (dd/mm/yyyy)

28/06/2010

4. Does the lodging party have a customer code?

No Go to question 5

Yes What is the customer code? Reference

142734

010/5935

5. Lodging party details

Lodging party

Given Name(s)

Family Name/
Company Name

GAA

Phone

03 9651 9600

Address

No. Level 29 Street 35 Collins St

Suburb

Melbourne

Postcode

3000

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

AH336996N

01/07/2010 \$0 201UB



Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol	Vol/Fol
2653/464	8460/840	8926/757	9400/606	9573/296	9768/698	10287/865
2739/613	8499/602	8958/110	9400/607	9573/297	9769/001	10310/687
3351/178	8499/603	9019/664	9400/608	9573/298	9769/550	10335/090
3431/066	8499/604	9041/695	9400/609	9573/299	9769/551	10346/417
3451/097	8499/605	9041/696	9409/902	9573/300	9769/552	10346/420
3494/753	8510/612	9047/508	9412/866	9573/301	9769/553	10353/885
3498/413	8510/613	9047/509	9418/330	9584/888	9769/554	10354/868
3529/743	8525/626	9068/407	9434/235	9584/889	9769/555	10354/869
3659/736	8525/627	9068/408	9441/095	9584/890	9769/556	10364/835
4024/689	8535/846	9068/410	9441/096	9584/891	9769/558	10387/819
4120/995	8559/003	9068/411	9441/097	9584/892	9769/559	10392/883
4144/695	8570/377	9068/412	9441/098	9584/894	9792/811	10392/884
4317/220	8574/170	9068/413	9441/099	9589/589	9797/850	10467/987
4643/431	8574/171	9091/159	9445/613	9603/847	9818/407	10488/902
5244/653	8589/156	9091/160	9459/267	9603/848	9818/408	10515/166
5378/559	8590/053	9091/161	9464/464	9603/849	9818/409	10515/167
5419/739	8618/945	9091/162	9464/465	9603/850	9818/410	10529/857
5623/570	8618/946	9091/163	9464/466	9613/003	9818/411	10529/858
5861/083	8618/947	9091/164	9464/467	9613/004	9818/413	10529/859
5879/798	8618/948	9091/167	9464/468	9613/006	9818/414	10529/860
5897/243	8618/949	9091/168	9464/469	9613/007	9818/415	10529/861
6153/539	8618/950	9091/169	9464/470	9622/089	9818/416	10533/550
6268/567	8645/296	9091/170	9464/472	9622/479	9818/417	10548/571
6313/505	8645/297	9091/171	9464/477	9630/985	9823/781	10555/205
6588/458	8645/298	9091/172	9464/478	9630/988	9828/775	10558/952
6828/581	8645/299	9156/474	9464/479	9637/198	9829/168	10559/138
6850/889	8645/300	9162/231	9472/647	9637/199	9829/169	10559/139
7016/149	8645/301	9162/233	9505/016	9637/200	9829/170	10578/614
7241/131	8645/302	9162/235	9506/354	9645/118	9829/171	10591/667
7297/320	8645/303	9162/236	9506/355	9645/119	9829/172	10591/669
7649/106	8645/304	9162/239	9506/356	9646/711	9829/173	10631/394
7721/063	8693/465	9164/126	9506/357	9653/943	9847/761	10631/395
8060/150	8693/466	9212/048	9506/358	9670/430	9850/172	10631/396
8105/076	8693/467	9281/403	9506/359	9670/431	9850/173	10643/019
8139/039	8693/468	9281/404	9506/360	9679/020	9891/057	10643/020
8139/040	8693/469	9281/405	9506/361	9679/022	9904/374	10662/609
8139/041	8693/470	9302/167	9511/336	9679/031	9911/058	10662/610
8139/042	8695/978	9307/840	9512/652	9690/926	9943/887	10668/112
8139/043	8716/634	9310/362	9512/655	9690/928	9943/888	10684/297
8139/044	8716/635	9317/264	9530/273	9690/929	9947/688	10684/298
8158/838	8716/636	9317/265	9531/535	9690/930	9947/689	10699/832
8164/741	8716/637	9317/266	9536/875	9692/053	9951/963	10699/833
8167/220	8733/753	9317/267	9536/876	9702/195	9961/562	10703/758
8182/120	8756/899	9317/269	9538/957	9706/679	9968/697	10703/759
8223/415	8776/891	9320/510	9546/805	9717/080	10008/331	10710/963
8255/346	8776/892	9320/987	9546/806	9717/081	10035/791	10710/964
8268/078	8795/871	9327/702	9546/807	9717/082	10091/287	10728/731
8294/528	8810/831	9327/703	9546/808	9723/056	10091/288	10728/732
8319/753	8817/127	9327/704	9546/809	9764/061	10111/889	10731/092
8322/627	8831/247	9327/706	9547/026	9764/062	10191/894	10743/778
8322/628	8833/446	9329/578	9547/027	9764/063	10267/821	10803/208
8413/375	8844/913	9332/136	9547/028	9764/064	10267/822	10817/497
8413/376	8889/375	9379/582	9547/030	9764/065	10276/848	10817/498
8426/111	8900/410	9394/598	9550/779	9764/066	10276/849	10817/864
8451/208	8901/079	9400/604	9573/295	9768/697	10276/986	10820/364

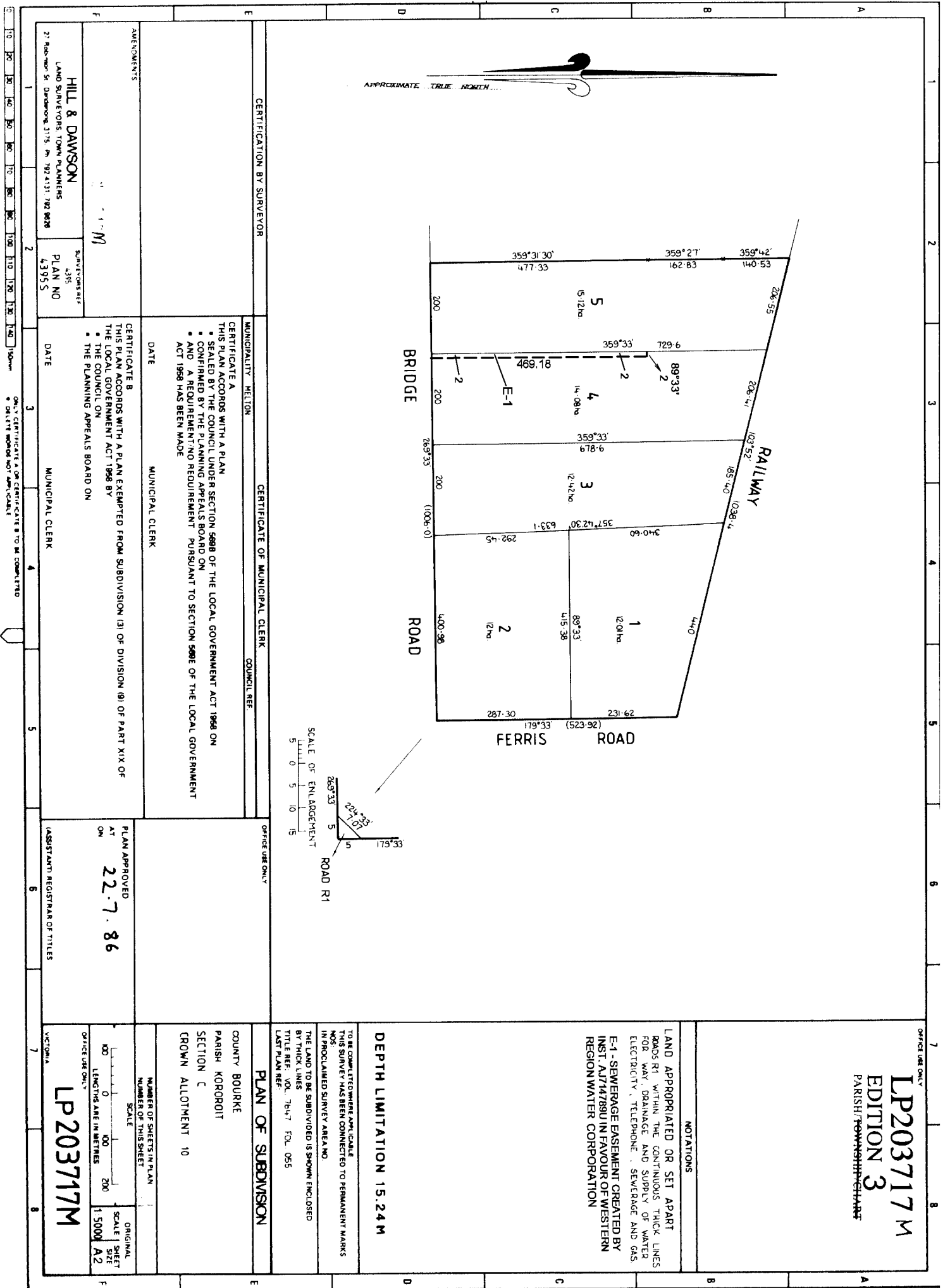
AH336996N

01/07/2010 \$0 201UB



Vol/Fol	Vol/Fol	Vol/Fol
10821/506	11134/054	11198/849
10821/507	11134/056	11198/850
10822/764	11141/164	11198/851
10822/765	11144/531	11198/852
10825/741	11157/739	11198/853
10844/147	11166/738	11198/854
10844/148	11183/432	11198/855
10850/362	11183/433	11198/856
10850/363	11183/434	11198/857
10858/584	11184/928	11198/858
10858/585	11188/439	11198/859
10879/860	11188/800	11198/860
10891/490	11188/801	11198/861
10891/491	11188/802	11198/862
10893/012	11188/815	11198/863
10893/013	11189/027	11198/864
10893/908	11189/028	11198/865
10893/909	11189/076	11198/866
10898/975	11191/050	11198/867
10898/976	11191/089	
10919/796	11192/901	
10928/419	11192/902	
10928/421	11192/903	
10931/283	11192/904	
10931/286	11192/949	
10936/546	11192/950	
10938/477	11196/320	
10939/559	11196/321	
10947/739	11196/322	
10947/835	11196/323	
10961/299	11196/324	
10978/465	11196/325	
10983/580	11196/326	
10995/818	11196/327	
11018/870	11196/328	
11018/871	11196/329	
11036/793	11196/330	
11036/794	11196/331	
11041/313	11196/332	
11049/193	11196/333	
11049/194	11196/334	
11054/791	11196/335	
11062/880	11196/336	
11067/255	11196/337	
11068/855	11196/338	
11072/660	11196/339	
11085/720	11196/340	
11100/896	11196/341	
11105/203	11196/342	
11105/204	11196/343	
11117/311	11196/344	
11117/312	11196/345	
11127/035	11198/846	
11134/051	11198/847	
11134/053	11198/848	

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
 NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**



PLAN OF SUBDIVISION

EDITION 1

PS813464X

LOCATION OF LAND

PARISH: KOROROIT
 TOWNSHIP: ----
 SECTION: C
 CROWN ALLOTMENT: 10 (Part)
 CROWN PORTION: ----
 TITLE REFERENCE: Volume Folio

LAST PLAN REFERENCE: Lot W on PS808532M

POSTAL ADDRESS: 185-209 BRIDGE ROAD
 (at time of subdivision) COBBLEBANK VIC 3338

MGA CO-ORDINATES: E: 287780 ZONE: 55
 (of approx centre of land in plan) N: 5823300 GDA 94

COUNCIL NAME: CITY OF MELTON

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	CITY OF MELTON

The land being subdivided is enclosed within continuous lines. Lots 1-11, 14-41, 51, 52, 70-74, 83-88 and A-W (both inclusive) have been omitted from this plan.

NOTATIONS

DEPTH LIMITATION 15.24 m below the surface applies to all the land in the plan.

SURVEY:
 This plan is based on survey.
STAGING:
 This is not a staged subdivision.
 Planning Permit No. PA2011/3274/5
 This survey has been connected to permanent marks No(s). PM7 PM34, PM77 & PM763
 In Proclaimed Survey Area No. --
CREATION OF RESTRICTION
 A purpose of this plan is to create the restriction shown on sheet 4.

AMBERVUE ESTATE STAGE 2

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2	AJ714789U	WESTERN REGION WATER CORPORATION
E-2	SEWERAGE	2	AJ714789U	WESTERN REGION WATER CORPORATION
E-2	DRAINAGE	2	THIS PLAN	CITY OF MELTON
E-3	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION
E-3	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF MELTON
E-4	SEWERAGE	SEE PLAN	THIS PLAN	WESTERN REGION WATER CORPORATION
E-5	SEWERAGE	SEE PLAN	PS808532M	WESTERN REGION WATER CORPORATION
E-5	DRAINAGE	SEE PLAN	PS808532M	CITY OF MELTON



Paroissien Grant & Associates Pty. Ltd.
 Consulting Engineers & Surveyors

ABN 53 123 888 326

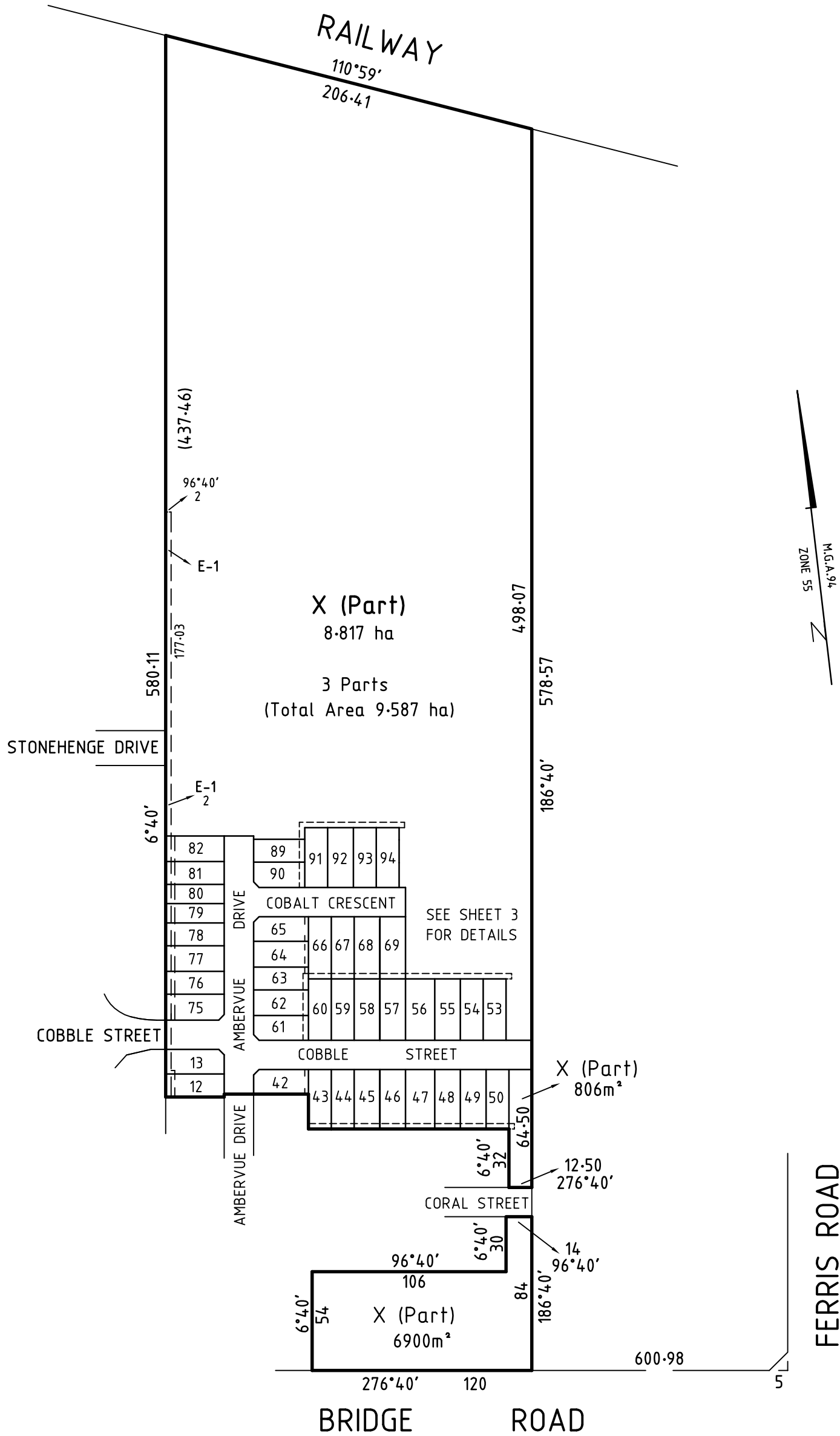
Suite 10, 131 Bulleen Road, Balwyn North, Victoria 3104
 Phone: (03) 9859 6400 Facsimile: (03) 9859 5022

SURVEYORS FILE REF: S17074 25.08.2017
 PGA SPEAR MAY 2015

ORIGINAL SHEET
 SIZE: A3

SHEET 1 OF 4

WARREN PATCHING, VERSION 1



Paroissien Grant & Associates Pty. Ltd.
Consulting Engineers & Surveyors

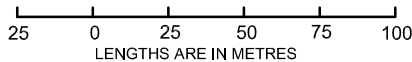
ABN 53 123 888 326

Suite 10, 131 Bulleen Road, Balwyn North, Victoria 3104
Phone: (03) 9859 6400 Facsimile: (03) 9859 5022

PGA SPEAR MAY 2015

Ref: S17074

SCALE
1:2500



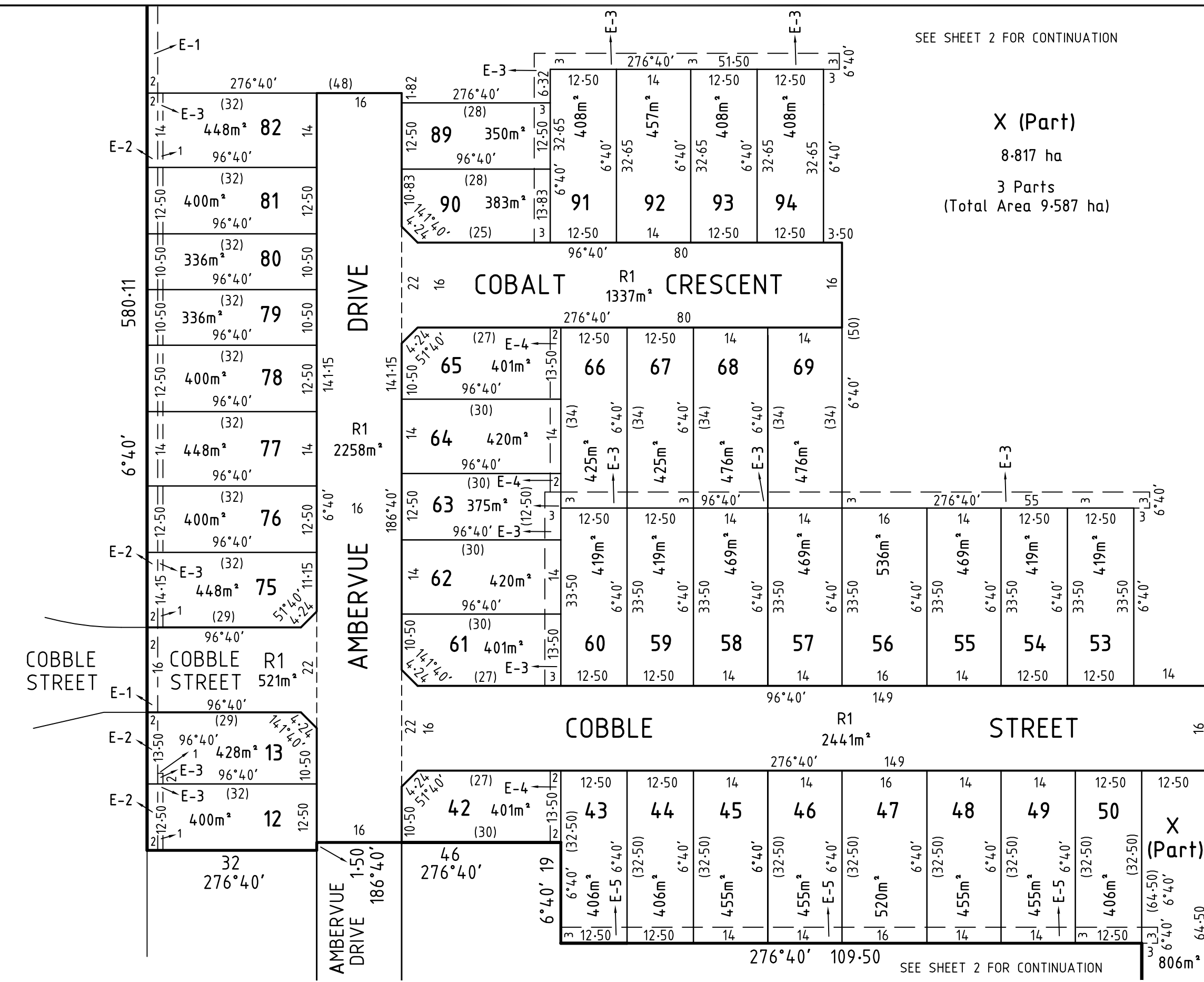
ORIGINAL SHEET
SIZE: A3

SHEET 2

WARREN PATCHING, VERSION 1

SEE SHEET 2 FOR CONTINUATION

X (Part)
8.817 ha
3 Parts
(Total Area 9.587 ha)



678.57
186°40'

SEE SHEET 2 FOR CONTINUATION

CREATION OF RESTRICTION

Upon registration of this plan the following restriction will be created:

Restriction No.1

Land to be Burdened

Lots 12, 13, 42-50, 53-69, 75-82 and 89-94 (all inclusive) on this plan.


Land to be Benefited

All the lots in this plan that have a common title boundary with the burdened lot.

Description of 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 or remain on the lot any building other than a building which has been constructed and sited in accordance with the Memorandum of Common Provisions registered in dealing No. without written consent of the relevant Authority.
 This Provisions of the said Memorandum of Common Provisions is incorporated in this plan.

This restriction ceases to have effect to any building on an affected lot following either the issue of a certificate of occupancy, under the Building Act, for the whole of a dwelling on the land, or five years from the date of registration of this plan, whichever is sooner.

 <p>Paroissien Grant & Associates Pty. Ltd. Consulting Engineers & Surveyors</p> <p><small>ABN 53 123 888 326</small></p> <p><small>Suite 10, 131 Bulleen Road, Balwyn North, Victoria 3104 Phone: (03) 9859 6400 Facsimile: (03) 9859 5022 PGA SPEAR MAY 2015 Ref: S17074</small></p>	<p>SCALE N.T.S.</p>	<p>---- LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 4</p>
<p>WARREN PATCHING, VERSION 1</p>				

CERTIFICATE No: 43679132 DATE: 28/04/2017

PREMIUM PLANNING CERTIFICATE

Client: Prompt Legal Services
313 Keilor Road
Essendon 3040

Matter Ref: 17/5852
Vendor: ROSE CASSAR
Purchaser:

Subject Property: 185-209 BRIDGE ROAD MELTON SOUTH VIC 3338

Title Particulars: Vol 9690 Fol 929

Municipality: MELTON

Planning Scheme: MELTON PLANNING SCHEME

Responsible Authority for administering and enforcing the Scheme: MELTON CITY COUNCIL

Zone: URBAN GROWTH ZONE - SCHEDULE 3

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: Not Applicable

Design and Development Overlay: Not Applicable

Development Contributions Plan Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

Other Overlays: Not Applicable

Specific Site Provisions: Not Applicable

Specific Area Provisions: URBAN DEVELOPMENT POLICY - PLANNING SCHEME CLAUSE 22.04; TRANSPORT AND MOVEMENT POLICY - PLANNING SCHEME CLAUSE 22.07; A SUSTAINABLE ENVIRONMENT POLICY - PLANNING SCHEME CLAUSE 22.02; RECREATION AND OPEN SPACE NETWORKS POLICY - PLANNING SCHEME CLAUSE 22.03; EMPLOYMENT POLICY - PLANNING SCHEME CLAUSE 22.05; INTERIM TELECOMMUNICATIONS CONDUIT POLICY - PLANNING SCHEME CLAUSE 22.11; PUBLIC OPEN SPACE CONTRIBUTION AND SUBDIVISION - SCHEDULE TO PLANNING SCHEME CLAUSE 52.01; NATIVE VEGETATION PRECINCT PLAN - SCHEDULE TO PLANNING SCHEME CLAUSE 52.16; STORES AND OUTBUILDINGS POLICY - PLANNING SCHEME CLAUSE 22.10

Proposed Planning Scheme Amendments: MELTON C171 PROPOSES TO IMPLEMENT THE FINDINGS OF THE 'CITY OF MELTON RETAIL AND ACTIVITY CENTRES STRATEGY, MARCH 2014' BY AMENDING THE MUNICIPAL

The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.



CERTIFICATE No: 43679132 DATE: 28/04/2017

PREMIUM PLANNING CERTIFICATE

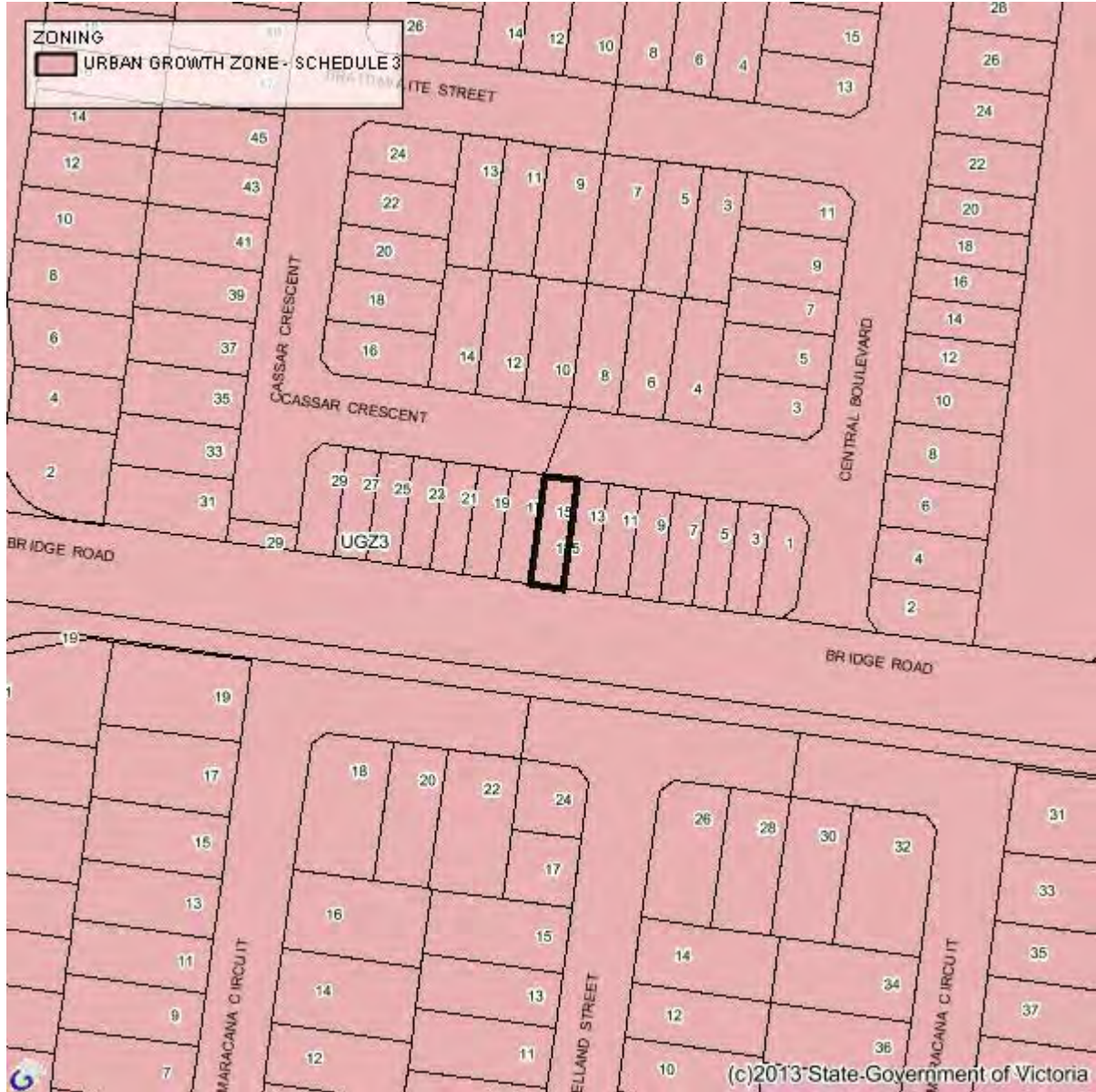
STRATEGIC STATEMENT AND LOCAL POLICY PLANNING FRAMEWORK

Additional Notes: THIS LAND MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION. FURTHER INFORMATION CAN BE OBTAINED BY VISITING THE FOLLOWING SITES:

http://www.mpa.vic.gov.au/wp-content/uploads/2012/11/GAIC-Information-Sheet_2014.pdf;

<http://www.dtpli.vic.gov.au/planning/plans-and-policies/planning-for-melbourne/melbournes-strategic-planning-history/melbourne->

PREMIUM PLANNING CERTIFICATE



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

37.07

16/04/2014
VC111

URBAN GROWTH ZONE

Shown on the planning scheme map as **UGZ** with a number (if shown).

Purpose

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To manage the transition of non-urban land into urban land in accordance with a precinct structure plan.

To provide for a range of uses and the development of land generally in accordance with a precinct structure plan.

To contain urban use and development to areas identified for urban development in a precinct structure plan.

To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs.

To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land.

Application of provisions

Part A – No precinct structure plan applies

The provisions of clauses 37.07-1 to 37.07-8 apply if no precinct structure plan applies to the land.

Part B – Precinct structure plan applies

The provisions of clauses 37.07-9 to 37.07-16 apply if a precinct structure plan applies to the land.

Precinct structure plan provisions

A precinct structure plan applies to land when the precinct structure plan is incorporated in this scheme.

PART A - PROVISIONS FOR LAND WHERE NO PRECINCT STRUCTURE PLAN APPLIES

37.07-1

16/04/2014
VC111

Table of uses

Section 1 – Permit not required

Use	Condition
Agriculture (other than Animal keeping, Apiculture, Intensive animal husbandry, Rice growing and Timber production)	
Bed and breakfast	No more than 10 persons may be

Use	Condition
	<p>accommodated away from their normal place of residence.</p> <p>At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.</p>
Dependent person's unit	<p>Must be the only dependent person's unit on the lot.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
Dwelling (other than Bed and breakfast)	<p>Must be the only dwelling on the lot.</p> <p>The lot must be at least 40 hectares.</p> <p>Must meet the requirements of Clause 37.07-2.</p>
Home occupation	
Informal outdoor recreation	
Minor utility installation	
Primary produce sales	<p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>The area used for the display and sale of primary produce must not exceed 50 square metres.</p>
Railway	
Rural industry (other than Abattoir and Sawmill)	<p>Must not have a gross floor area more than 200 square metres.</p> <p>Must not be within 100 metres of a dwelling in separate ownership.</p> <p>Must not be a purpose shown with a Note 1 or Note 2 in the table to Clause 52.10.</p> <p>The land must be at least the following distances from land (not a road) which is in a residential zone or Rural Living Zone:</p> <ul style="list-style-type: none"> ▪ The threshold distance, for a purpose listed in the table to Clause 52.10. ▪ 30 metres, for a purpose not listed in the table to Clause 52.10.
Rural store	<p>Must be used in conjunction with Agriculture.</p> <p>Must be in a building, not a dwelling, and have a gross floor area of less than 100 square metres.</p> <p>Must be the only Rural store on the lot.</p>
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01

Section 2 – Permit required

Use	Condition
Abattoir	
Animal boarding	
Animal keeping (other than Animal boarding)	Must be no more than 5 animals.

Use	Condition
Camping and caravan park	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Cemetery	
Crematorium	
Dependent person's unit – if the Section 1 condition is not met	Must meet the requirements of Clause 37.07-2.
Display home	
Dwelling (other than Bed and breakfast) – if the Section 1 conditions are not met	Must be no more than two dwellings on the lot. Must meet the requirements of Clause 37.07-2.
Education centre	
Emergency services facility	
Freeway service centre	Must meet the requirements of Clause 52.30.
Industry (other than Rural Industry)	
Trade supplies	
Utility installation (other than Minor utility installation and Telecommunications facility)	
Veterinary centre	
Warehouse (other than Rural store)	
Winery	
Any other use not in Section 1 or 3	

Section 3 - Prohibited

Use
Accommodation (other than Bed and breakfast, Camping and caravan park, Dependent person's unit, Dwelling, Group accommodation, Host farm, Nursing home and Residential hotel)
Amusement parlour
Brothel
Child care centre
Cinema based entertainment facility
Intensive animal husbandry
Nightclub
Office (other than Medical centre and Real estate agency)
Renewable energy facility
Retail premises (other than Landscape gardening supplies, Manufacturing sales, Market, Primary produce sales, Restaurant and Trade supplies)
Saleyard
Timber production

37.07-2

10/06/2008
VC48

Use of land for a dwelling

A lot used for a dwelling must meet the following requirements:

- Access to the dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
- The dwelling must be connected to a reticulated sewerage system or if not available, the waste water must be treated and retained on-site in accordance with the State Environment Protection Policy (Waters of Victoria) under the Environment Protection Act 1970.
- The dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for fire fighting purposes.
- The dwelling must be connected to a reticulated electricity supply or have an alternative energy source.

These requirements also apply to a dependent person's unit.

37.07-3

16/04/2014
VC111

Subdivision

A permit is required to subdivide land.

Each lot must be at least 40 hectares.

A permit may be granted to create smaller lots if any of the following apply:

- The subdivision is to create a lot for an existing dwelling. The subdivision must be a two lot subdivision.
- The subdivision is the re-subdivision of existing lots and the number of lots is not increased.
- The subdivision is by a public authority or utility service provider to create a lot for a utility installation.

37.07-4

16/04/2014
VC111

Buildings and works

A permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of Clause 37.07-1. This does not apply to:
 - An alteration or extension to an existing dwelling provided the floor area of the alteration or extension is no more than 100 square metres.
 - An out-building associated with an existing dwelling provided the floor area of the out-building is not more than 100 square metres.
 - An alteration or extension to an existing building used for agriculture provided the floor area of the alteration or extension is no more than 200 square metres. The building must not be used to keep, board, breed or train animals.
- Earthworks which change the rate of flow or the discharge point of water across a property boundary.
- Earthworks which increase the discharge of saline water.
- A building which is within any of the following setbacks:
 - 100 metres from a Road Zone Category 1 or land in a Public Acquisition Overlay to be acquired for a road, Category 1.
 - 40 metres from a Road Zone Category 2 or land in a Public Acquisition Overlay to be acquired for a road, Category 2.
 - 20 metres from any other road.

- 5 metres from any other boundary.
- 100 metres from a dwelling not in the same ownership.
- 100 metres from a waterway, wetlands or designated flood plain.

37.07-5 Referral of applications

16/04/2014
VC111

An application of the kind listed below must be referred in accordance with section 55 of the Act to the referral authority specified in Clause 66.03.

- An application to use or develop land for any of the following:
 - Display home
 - Education centre
 - Hospital
 - Industry
 - Medical centre
 - Nursing home
 - Place of worship
 - Real estate agency
 - Warehouse
- An application to subdivide land to create a lot smaller than 40 hectares in area.

37.07-6 Environmental audit

10/06/2008
VC48

Before a nursing home, pre-school centre or primary school commences on potentially contaminated land, or before the construction or carrying out of buildings and works in association with a nursing home, pre-school centre or primary school commences on potentially contaminated land, either:

- A certificate of environmental audit must be issued for the land in accordance with Part IXD of the Environment Protection Act 1970, or
- An environmental auditor appointed under the Environment Protection Act 1970 must make a statement in accordance with Part IXD of that Act that the environmental conditions of the land are suitable for the sensitive use.

In this clause, “potentially contaminated land” means land used or known to have been used for industry, mining, or the storage of chemicals, gas, wastes or liquid fuel (if not ancillary to another use of the land).

37.07-7 Decision guidelines

16/04/2014
VC111

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- The effect on the future urban development and use of the land, and adjacent or nearby land, having regard to:
 - Any relevant Growth Corridor Framework Plan.

- Any precinct structure plan being prepared for the area.
- Any comments or directions of the referral authority.
- Whether the proposal will prejudice the logical, efficient and orderly future urban development of the land, including the development of roads, public transport and other infrastructure.
- The capability of the land to accommodate the proposed use or development, including the disposal of effluent.
- How the use or development relates to sustainable land management.
- Whether the site is suitable for the use or development.
- The impact of the siting, design, height, bulk, colours and materials to be used on the natural environment, major roads, vistas and water features, future urban use of the land, and the measures to be undertaken to minimise any adverse impacts.
- The impact on the character and appearance of the area or features of architectural, historic or scientific significance or of natural scenic beauty or importance.
- The location and design of existing and proposed infrastructure including roads, public transport, walking and cycling networks, gas, water, drainage, telecommunications and sewerage facilities.
- Whether the use and development will require new or upgraded infrastructure, including traffic management measures.

37.07-8

21/09/2009
VC60

Advertising signs

Advertising sign requirements are at Clause 52.05. The zone is in Category 3.

Despite the provisions of Clause 52.05-9, a permit may be granted, for a period of not more than 5 years, to display an advertising sign that promotes the sale of land or dwellings.

PART B - PROVISIONS FOR LAND WHERE A PRECINCT STRUCTURE PLAN APPLIES

37.07-9

23/09/2011
VC77

Use of land

Any requirement in the Table of uses and any requirement specified in the schedule to this zone must be met.

A permit granted must be generally in accordance with the precinct structure plan applying to the land.

Table of uses

Section 1 – Permit not required

Use	Condition
Any use in Section 1 of a zone applied by the schedule to this zone	Must comply with any condition opposite the use in Section 1 of the applied zone Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan
Any use specified in the schedule to this zone as a use for which a permit	Must comply with any condition or requirement specified in the schedule to this zone or in the

Use	Condition
is not required	precinct structure plan

Section 2 – Permit required

Use	Condition
Any use in Section 2 of a zone applied by the schedule to this zone	Must comply with any condition opposite the use in Section 2 of the applied zone Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan
Any use specified in the schedule to this zone as a use for which a permit is required	Must comply with any condition or requirement specified in the schedule to this zone or in the precinct structure plan
Any other use not in Section 1 or 3	

Section 3 - Prohibited

Use
Any use in Section 3 of a zone applied by the schedule to this zone Any use specified in the schedule to this zone

37.07-10

23/09/2011
VC77

Subdivision of land

A permit is required to subdivide land. Any requirement in the schedule to this zone or the precinct structure plan must be met.

A permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.
- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

37.07-11

23/09/2011
VC77

Buildings and works

If the schedule to this zone specifies:

- That the provisions of a zone apply to the development of land, the provisions of the zone apply to land in the circumstances specified in the schedule.
- Provisions relating to the development of land, those provisions apply to land in the circumstances specified in the schedule.

If the schedule to this zone specifies that a permit is required to construct a building or construct or carry out works, a permit granted must:

- Be generally in accordance with the precinct structure plan applying to the land.
- Include any conditions or requirements specified in the schedule to this zone or the precinct structure plan.

37.07-12

10/06/2008
VC48

Application requirements

An application to use or subdivide land, construct a building or construct or carry out works, must be accompanied by any information specified in the schedule to this zone.

37.07-13 Exemption from notice and review

23/09/2011
VC77

An application under clause any provision of this scheme which is generally in accordance with the precinct structure plan applying to the land is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act., unless the schedule to this zone specifies otherwise.

37.07-14 Decision guidelines

10/06/2008
VC48

Before deciding on an application to use or subdivide land, construct a building or construct or carry out works, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- Any relevant Growth Area Framework Plan.
- The precinct structure plan applying to the land, including the vision and objectives of the precinct structure plan.
- Any guidelines in the schedule to this zone.

37.07-15 Inconsistencies between specific and applied zone provisions

10/06/2008
VC48

If there is an inconsistency between the specific provisions specified in the schedule to this zone and the provisions of a zone applied by the schedule to this zone, the specific provisions prevail to the extent of any inconsistency.

37.07-16 Advertising signs

10/06/2008
VC48

Advertising sign requirements are at Clause 52.05. This zone is in the category specified in the schedule to this zone or, if no category is specified, Category 3.

Notes:

Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.

Check whether an overlay also applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

28/07/2016
C175

SCHEDULE 3 TO THE URBAN GROWTH ZONE

Shown on the planning scheme map as **UGZ3**.

Toolern Precinct Structure Plan

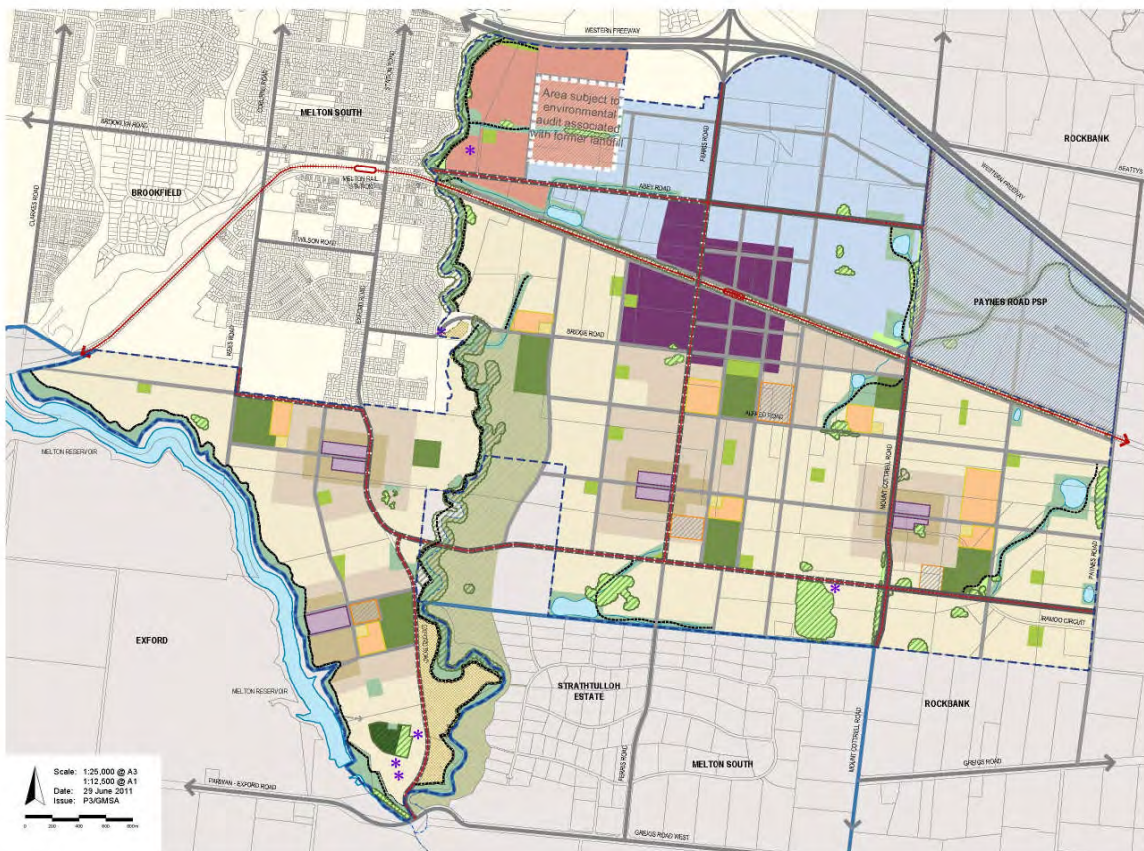
1.0

The plan

17/03/2016
C161

Map 1 shows the future urban structure proposed in the Toolern Precinct Structure Plan. It is a reproduction of Plan 5 in the Toolern Precinct Structure Plan.

Map 1 to Schedule 3 to Clause 37.07



2.0 Use and development

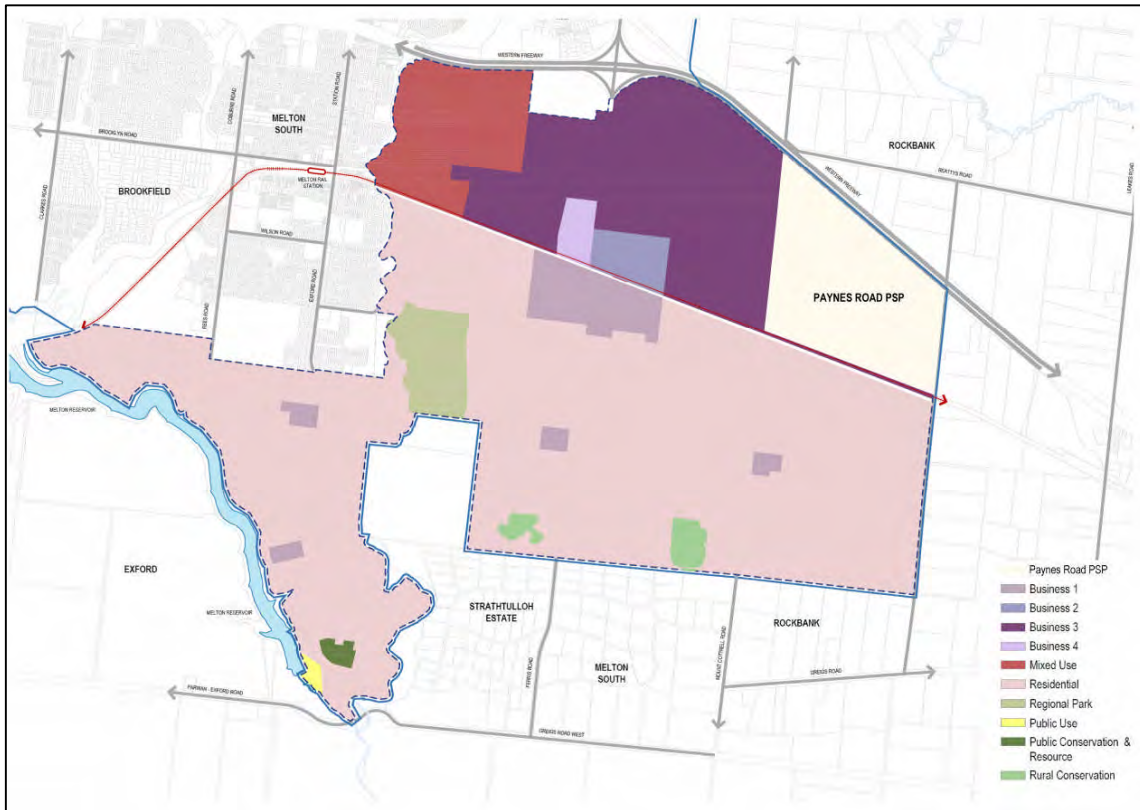
17/03/2016
C161

2.1 The land

28/07/2016
C175

The use and development provisions specified in this schedule apply to the land as shown below in Map 2.

Map 2 to Schedule 3 to Clause 37.07



2.2 Applied zone provisions

01/08/2013
C148

The provisions of the following zones in this scheme apply to the use and subdivision of land, the construction of a building and construction and carrying out of works, by reference to Map 2 of this schedule.

The precise boundary of the Business 1 area, Business 2 area and the Mixed Use Zone will be determined by the approved Urban Design Framework Plans.

Table 1: Applied zone provisions

Land as shown on Map 2 of this Schedule	Applied zone provisions
Business 1	Clause 34.01 - Commercial 1 Zone
Business 2	Clause 34.01 - Commercial 1 Zone
Business 3	Clause 34.02 - Commercial 2 Zone
Business 4	Clause 34.02 - Commercial 2 Zone
Mixed Use	Clause 32.04 - Mixed Use Zone

Land as shown on Map 2 of this Schedule	Applied zone provisions
Regional Park	Clause 36.02 - Public Park and Recreation Zone
Residential	Clause 32.08 – General Residential Zone
Rural Conservation	Clause 35.06 – Rural Conservation Zone
Public Use	Clause 36.01 - Public Use Zone – Schedule 1
Public Conservation & Resource	Clause 36.03- Public Conservation and Resource Zone

2.3

01/08/2013
C148

Special provisions – Use of land

The following provisions apply to the use of land.

Table 2: Use

Use	Requirement
Office where the applied zone is General Residential Zone	A permit may be granted to use land for an office if the leasable floor area of the office does not exceed 100 square metres.
Shop where the applied zone is Commercial 1 Zone	A permit is required to use land for a shop if the combined leasable floor space for all shops exceeds the following areas (square metres) for the relevant centre as described in the Toolern Precinct Structure Plan: 30,000 – Toolern Major Town Centre 4000 – Exford Road Neighbourhood Activity Centre (north) 4000 – Exford Road Neighbourhood Activity Centre (south) 4000 – Ferris Road Neighbourhood Activity Centre
Shop (other than Adult sex bookshop and Supermarket) where the applied zone is Commercial 2 Zone	The use is a Section 2 use.
Supermarket where the applied zone is Commercial 2 Zone	The use is a Section 2 use. The leasable floor area must not exceed 1800 square metres. The site must adjoin, or have access to, a road in a Road Zone.

Table 4: Use of land within the applied Commercial 1 Zone (west of Ferris Road, north of Bridge Road, and south of the Ballarat Railway Line)

Use	Requirement
Dwelling	No permit is required to construct a dwelling with a ground floor frontage greater than two metres.
Major sports and recreation facility	The use is a Section 2 use.

Table 5: Use of land within the applied Commercial 1 Zone (east of Ferris Road and north of the Ballarat Railway Line)

Use	Requirement
Dwelling	No permit is required to construct a dwelling within a ground floor frontage greater than two metres.
Shop	A permit is required to use land for a shop if the leasable floor area exceeds 100 square metres.

2.428/08/2014
C158**Specific provisions - Dwellings on a lot less than 300 square metres**

A permit is not required to construct or extend one dwelling on a lot with an area less than 300 square metres where a site is identified as a lot to be assessed against the Small Lot Housing Code via a restriction on title, and it complies with the Small Lot Housing Code incorporated pursuant to Clause 81 of the Melton Planning Scheme.

A permit is not required to construct a fence within 3 metres of a street provided that the Front Fence Height Standard in Table A2 to Clause 54.06-2 is met.

2.511/11/2010
C84(Part 1)**Specific provisions – Resolution of doubt**

If any doubt arises as to whether a provision specified in this schedule applies to land, a permit may be granted for any use or development if the responsible authority is satisfied that the use or development is generally in accordance with the incorporated Toolern Precinct Structure Plan.

2.601/08/2013
C148**Specific provisions – Major and Neighbourhood Activity Centres and Employment Land**

If the land is shown as in or adjoining a Business 1, Business 2, Business 3 or Business 4 area on Map 2, a permit must not be granted to use or subdivide land, or to construct a building or construct and carry out works until an urban design framework for the activity centre or employment land has been prepared to the satisfaction of the responsible authority.

A permit may be granted to subdivide land or to construct a building or construct and carry out works prior to the approval of an urban design framework if, in the opinion of the responsible authority, the grant of the permit is consistent with the requirements for the Urban Design Framework for the relevant locality set out in the incorporated precinct structure plan.

The responsible authority may allow an Urban Design Framework to be prepared in stages.

The Urban Design Framework may be amended to the satisfaction of the responsible authority.

2.724/11/2011
C84(Part 2)**Specific provisions - Referral of applications**

An application on land shown as ‘Major Activity Centre’ in Map 1 to this schedule must be referred in accordance with section 55 of the Planning and Environment Act 1987 to the Growth Areas Authority

Unless a reduced distance is accepted by the Responsible Authority and Environment Protection Authority (EPA) based on the findings of a satisfactory environmental audit report, an application for residential subdivision and development of land within 500m of the former 22.18 hectares Melton landfill site on Ferris Road must be referred in accordance with Section 55 of the Planning and Environment Act 1987 to the EPA.

An application for a sensitive use on land that is north of the railway line and within 440m of the boundary of the Technochem Australia Pty Ltd site at 41-53 Abey Road must be referred in accordance with Section 55 of the Planning and Environment Act 1987 to the EPA and WorkSafe Victoria.

2.8 Specific provisions - Toolern Creek Park Western Interface

11/11/2010
C84(Part 1)

Except with the consent of the Responsible Authority, a permit must not be granted to use or subdivide land, or construct a building and carry out works within land located adjacent to the west of the Toolern Creek Park (shown as 'Toolern Creek Regional Park - western interface' on Plan 7 "Image & Character" of the Toolern Precinct Structure Plan) until an Urban Design Framework has been prepared to the satisfaction of the Responsible Authority.

A permit may be granted to subdivide land or to construct a building or construct and carry out works prior to the approval of an urban design framework if, in the opinion of the responsible authority, the grant of the permit is consistent with the requirements for the Urban Design Framework for the relevant locality set out in the incorporated precinct structure plan.

2.9 Specific provisions - Exford Rd Conservation Area

11/11/2010
C84(Part 1)

Except with the consent of the Responsible Authority, a permit must not be granted to use or subdivide land, or construct a building and carry out works within shown as the Exford Rd Conservation Area (on Plan 7 "Image & Character" of the Toolern Precinct Structure Plan) until an Urban Design Framework has been prepared to the satisfaction of the Responsible Authority.

A permit may be granted to subdivide land or to construct a building or construct and carry out works prior to the approval of an urban design framework if, in the opinion of the responsible authority, the grant of the permit is consistent with the requirements for the Urban Design Framework for the relevant locality set out in the incorporated precinct structure plan.

2.10 Specific provisions – North West Mixed Use Precinct Urban Design Framework

11/11/2010
C84(Part 1)

Except with the consent of the Responsible Authority, a permit must not be granted to use or subdivide land, or construct a building and carry out works within land shown as the North West Mixed Use Precinct Urban Design Framework Area (on Plan 7 "Image & Character" of the Toolern Precinct Structure Plan) until an Urban Design Framework has been prepared to the satisfaction of the Responsible Authority.

A permit may be granted to subdivide land or to construct a building or construct and carry out works prior to the approval of an urban design framework if, in the opinion of the responsible authority, the grant of the permit is consistent with the requirements for the Urban Design Framework for the relevant locality set out in the incorporated precinct structure plan.

3.0 Application requirements

17/03/2016
C161

An application for a permit must be accompanied by the following information:

3.1 Residential subdivision

11/11/2010
C84(Part 1)

In addition to the requirements of Clause 56.01, the site analysis and design response must show or address the following to the satisfaction of the responsible authority:

- A hydrogeological assessment of the groundwater conditions on the site and the potential impacts on the proposed development including any measures required to mitigate the impacts of groundwater conditions on the development and the impact of the development on groundwater.
- A preliminary site assessment of the potential for contaminated land as a result of previous land uses carried out by a suitably qualified person.
- A Transport Impact Assessment Report to the satisfaction of the relevant Roads Authority (be it VicRoads or Council).
- An application for a residential subdivision of 10 lots or more must be accompanied by Subdivision and Housing Design Guidelines, prepared to the satisfaction of the responsible authority.

The responsible authority may waive or reduce these application requirements.

3.2

03/10/2013
C134

All subdivision

- A Public Infrastructure Plan which addresses the following:
 - What land may be affected or required for the provision of infrastructure works;
 - The provision, staging and timing of any stormwater drainage works;
 - The provision, staging and timing of roadworks internal and external to the land consistent with any relevant traffic report or assessment;
 - The landscaping of any land
 - What, if any, infrastructure set out in the Development Contributions Plan applying to the land is sought to be provided as 'works in lieu' subject to the consent of Melton City Council; and
 - The provision of public open space and land for any community facilities.
 - Any other matter relevant to the provisions of public infrastructure required by the responsible authority

3.3

17/03/2016
C161

Subdivision – land that does not abut a linear corridor in or intended to be in public ownership

- An application for the subdivision of land that does not abut a linear corridor in or intended to be in public ownership must be accompanied by an Eastern Grey Kangaroo Management Plan that includes:
 - Strategies (ie. Staging) to avoid land locking Eastern Grey kangaroos; and where this is not practicable
 - Management solutions and actions to respond to their containment in an area with no reasonable likelihood of their continued safe existence.

The plan must be to the satisfaction of the Department of Environment, Land, Water and Planning

4.0

17/03/2016
C161

Conditions and requirements for permits

General requirements

A planning permit must include a condition or conditions which ensure that any requirements or conditions set out in the Toolern Precinct Structure Plan and the Toolern

Native Vegetation Precinct Plan are implemented as part of the planning permit or the plans endorsed under the planning permit.

Conditions for the first stage of development

Prior to the issue of a Statement of Compliance for the first stage of a development, the owner must, if required by the Responsible Authority, enter into an agreement, or agreements, under Section 173 of the Act which specifies the infrastructure required to be provided as part of the development. The agreement must give effect to the approved Public Infrastructure Plan.

Conditions for subdivision permits that allow for the creation of a lot of less than 300 square metres

Any permit for subdivision that allows the creation of a lot less than 300 square metres must contain the following conditions:

- Prior to the certification of the plan of subdivision for the relevant stage, 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; and
- 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.

Conditions for subdivision applications requiring an Eastern Grey Kangaroo Management Plan

Any permit granted for subdivision must contain the following condition if an Eastern Grey Kangaroo Management Plan was required to be submitted with the permit application:

- The subdivision must implement the Eastern Grey Kangaroo Management Plan by either:
 - Proceeding in the order of stages as shown on the plan;and where this is not practicable
 - Implementing the management solutions and actions of the Plan.

Conditions – Salvage and Translocation

Salvage and translocation of threatened flora and fauna species and ecological communities must be undertaken in the carrying out of development to the satisfaction of the Secretary to the Department of Environment, Land, Water and Planning

Conditions – all buildings, subdivision and associated works application within 100m of the Toolern Creek, on land within the Precinct Structure Plan (Growling Grass Frog conservation management plan)

Any permit granted for buildings, subdivision and associated works must contain the following conditions:

- Prior to the commencement of works a Growling Grass Frog conservation management plan must be prepared to the satisfaction of the Department of Environment, Land, Water and Planning and submitted to and approved by the responsible authority.

- The Growling Grass Frog conservation management plan must be implemented to the satisfaction of the responsible authority.

Conditions – all buildings, subdivision and works applications (Golden Sun Moth) on land identified as Properties 2573 – 2675 Western Highway, Rockbank

- Prior to the commencement of works a targeted survey for the Golden Sun Moth must be prepared to the satisfaction of the Department of Environment, Land, Water and Planning.
- Prior to the issue of a Statement of Compliance in respect of any plan of subdivision within which Golden Sun Moth native habitat has been identified:
 - Offsets for removal of Golden Sun Moth native habitat within the area of that plan of subdivision must be provided or agreed to the satisfaction of the Department of Environment, Land, Water and Planning

Conditions for subdivision or buildings and works permits where land is required for community facilities, public open space and road widening

Land required for community facilities, as set out in the Toolern Precinct Structure Plan or the Toolern Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless the land is funded by the Toolern Development Contributions Plan.

Land required for public open space as a local or district park as set out in the Toolern Precinct Structure Plan or the Toolern Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless funded by the Toolern Development Contributions Plan.

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 Toolern Development Contributions Plan.

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 person or body

5.0

Decision Guidelines

24/11/2011
C84(Part 2)

Before deciding on an application to use land for a sensitive use on land shown as Mixed Use, Business 2, Business 3 or Business 4 on Map 2, in addition to the decision guidelines in Clause 65 and Clause 37.07-14, the responsible authority must consider, as appropriate:

- The General Practice Note on Potentially Contaminated Land June 2005 (DSE).
- The status of any remediation being carried out at the former Melton landfill site on Ferris Road.
- The views of the EPA and WorkSafe Victoria if the land is north of the railway line and within 440m of 41-53 Abey Road, Melton (measured from the boundary of 41-53 Abey Road Melton).

6.0

Advertising signs

01/08/2013
C148

Land is in the category specified in the applied zone. If there is no applied zone the land is in Category 2.

A permit may be granted for a business identification sign of no more 2 square metres on land where the applied zone is General Residential Zone provided:

- The application for a permit is lodged concurrently with an application for buildings and works for an office on the same land.
- The sign is not illuminated
- No fittings or wiring are visible from adjacent streets or properties.

6.1 Land and home sales signs

24/11/2011
C84(Part 2)

Despite the provisions of Clause 52.05, signs promoting the sale of land or homes on the land (or on adjoining land in the same ownership) may be displayed without a permit provided:

- The advertisement area for each sign does not exceed 10 square metres.
- Only one sign is displayed per road frontage. Where the property has a road frontage of more than 150 metres multiple signs may be erected provided there is a minimum of 150 metres distance between each sign, with a total of not more than 4 signs per frontage.
- The sign is not animated, scrolling, electronic or internally illuminated sign.
- The sign is not displayed longer than 21 days after the sale (not settlement) of the last lot.
- The sign is setback a minimum of 750mm from the property boundary.

6.2 Education promotion signs

11/11/2010
C84(Part 1)

Despite the provisions of Clause 52.05, a permit may be granted, for a period of not more than 5 years, to display an advertising sign that promotes an education centre on land identified as 'Education Facility', 'Community Facilities' or 'Unencumbered Active Open Space/Playing Fields' on Map 1 to this schedule.

7.0 No exemption from notice and review

01/08/2013
C148

An application to use land for a convenience shop or office in the General Residential Zone is not exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

45.06

19/01/2006
VC37

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as **DCPO** with a number.

Purpose

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

45.06-1

19/01/2006
VC37

Development contributions plan

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions or requirements set out in the relevant schedule to this overlay.

45.06-2

19/01/2006
VC37

Preparation of a development contributions plan

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.

Notes: *Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.*

Check the requirements of the zone which applies to the land.

Other requirements may also apply. These can be found at Particular Provisions.

17/03/2016
C161

SCHEDULE 3 TO THE DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

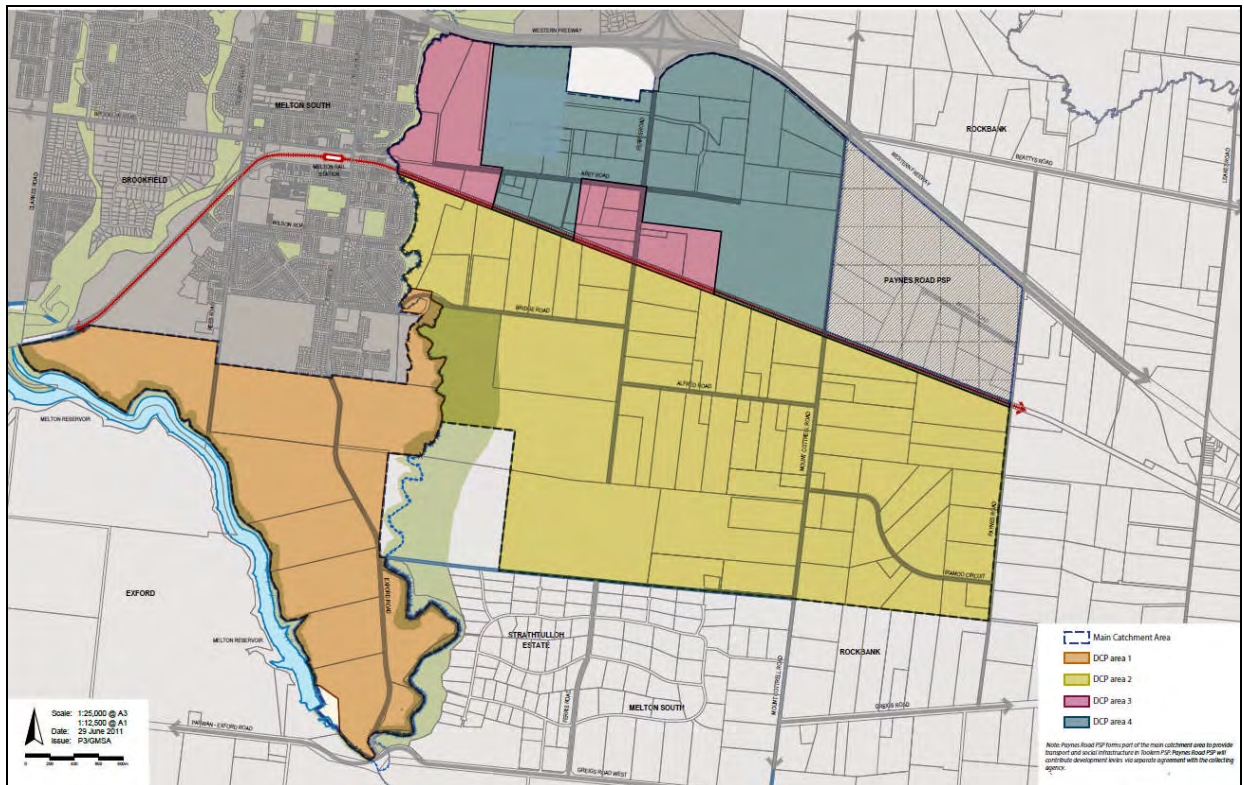
Shown on the planning scheme map as **DCPO3**.

TOOLERN PRECINCT STRUCTURE PLAN DEVELOPMENT CONTRIBUTIONS PLAN

1.0 Area covered by this development contributions plan

17/03/2016
C161

Land to the south and east of Melton Township within the DCPO3 area.



2.0 Summary of costs in 2009 dollars

24/11/2011
C84 (Part 2)

Facility	Total cost \$	Time of provision	Actual cost attributable to Development Infrastructure Levy (DIL) \$	Proportion of DIL cost attributable to total development %
Roads	\$95,184,129	As required.	\$95,184,129	100%
Intersections	\$24,252,530	As required.	\$24,252,530	100%
Bridges	\$20,811,000	As required.	\$20,811,000	100%
Public Transport	\$1,500,000	As required.	\$1,500,000	100%
Unencumbered Land for Active Open Space	\$28,290,000	As required.	\$27,033,000	96%

MELTON PLANNING SCHEME

Facility	Total cost \$	Time of provision	Actual cost contribution attributable to Development Infrastructure Levy (DIL) \$	Proportion of DIL cost attributable to total development %
Community Facilities	\$36,658,128	As required.	\$26,496,659	72%
Outdoor Active Recreation	\$32,821,440	As required.	\$21,766,296	66%
Off-road pedestrian and cycle trails	\$682,500	As required.	\$682,500	100%
Structure Planning	\$1,250,000	As required.	\$1,250,000	100%
TOTAL	\$241,449,727	-	\$218,976,114	

3.0

24/11/2011
C84 (Part 2)

Summary of contributions for Charge Area 1 in 2009 dollars

Facility	Development Infrastructure Levy (DIL)	Community Infrastructure Levy (CIL)
	All development	Residential
Roads	\$55,343	\$ -
Intersections	\$14,101	\$ -
Bridges	\$12,100	\$ -
Public Transport	\$872	\$ -
Unencumbered Land for Active Open Space	\$19,894	\$ -
Community Facilities	\$24,567	\$900.00 per dwelling
Outdoor Active Recreation	\$16,890	\$900.00 per dwelling
Off-road pedestrian and cycle trails	\$565	\$ -
Structure Planning	\$727	\$ -
TOTAL	\$145,059	\$900.00 per dwelling
	per net developable hectare	

Summary of contributions for Charge Area 2 in 2009 dollars

Facility	Development Infrastructure Levy (DIL)	Community Infrastructure Levy (CIL)
	All development	Residential
Roads	\$55,343	\$ -
Intersections	\$14,101	\$ -
Bridges	\$12,100	\$ -
Public Transport	\$872	\$ -

MELTON PLANNING SCHEME

Facility	Development Infrastructure Levy (DIL)	Community Infrastructure Levy (CIL)
	All development	Residential
Unencumbered Land for Active Open Space	\$23,034	\$ -
Community Facilities	\$21,032	\$900.00 per dwelling
Outdoor Recreation Active	\$19,006	\$900.00 per dwelling
Off-road pedestrian and cycle trails	\$565	\$ -
Structure Planning	\$727	\$ -
TOTAL	\$146,782	\$900.00 per dwelling
	per net developable hectare	

Summary of contributions for Charge Area 3 in 2009 dollars

Facility	Development Infrastructure Levy (DIL)	Community Infrastructure Levy (CIL)
	All development	Residential
Roads	\$55,343	\$ -
Intersections	\$14,101	\$ -
Bridges	\$12,100	\$ -
Public Transport	\$872	\$ -
Unencumbered Land for Active Open Space	\$19,971	\$ -
Community Facilities	\$20,758	\$900.00 per dwelling
Outdoor Recreation Active	\$12,870	\$900.00 per dwelling
Off-road pedestrian and cycle trails	\$565	\$ -
Structure Planning	\$727	\$ -
TOTAL	\$137,330	\$900.00 per dwelling
	per net developable hectare	

Summary of contributions for Charge Area 4 in 2009 dollars

FACILITY	Development Infrastructure Levy (DIL)	Community Infrastructure Levy (CIL)
	All development	Residential
Roads	\$55,343	\$ -
Intersections	\$14,101	\$ -
Bridges	\$12,100	\$ -
Public Transport	\$872	\$ -
Unencumbered Land for Active Open Space	\$872	\$ -
Community Facilities	\$ -	\$900.00 per dwelling
Outdoor Active Recreation	\$ -	\$900.00 per dwelling
Off-road pedestrian and cycle trails	\$ -	\$ -
Structure Planning	\$727	\$ -
TOTAL	\$84,016	\$900.00 per dwelling
	per net developable hectare	

The capital cost for each infrastructure item will be adjusted by applying the Building Price Index, as published in the latest edition of Rawlinsons Australian Construction Handbook on 1 July each year.

The land values for each infrastructure item, where applicable, will be adjusted on 1 July each year following site specific land valuations undertaken by a registered valuer.

The offset costs for the removal of native vegetation which form a component of the cost of particular infrastructure items within the Toolern Precinct Structure Plan Development Contributions Plan will be adjusted in accordance with any Offset Plan prepared to the satisfaction of the Department of Sustainability and Environment and approved by the Responsible Authority.

4.0

11/11/2010
C84(Part 1)

Non-government schools

The Toolern Precinct Structure Plan Development Contributions Plan Land Budget (Refer to Tables 1 and 2) specifies a quantum of land to be used for non-government schools and identifies preferred locations for non-government schools. The preferred locations are specified within the Future Urban Structure (Plan 2).

If a preferred site designated within the Future Urban Structure for a non-government school is to be used for this purpose, the development contribution specified for a non-government school in the Toolern Precinct Structure Plan Development Contributions Plan is to be applied to the area of land containing the use irrespective of the Charge Area within which it is located. This provision also applies to alternative non-government school sites not specified within the Toolern Precinct Structure Plan area.

The application of this provision to preferred and/or alternative sites is limited to the quantum of land specified within the Toolern Precinct Structure Plan for non-government school use unless otherwise agreed to by the Collecting Agency.

5.0

11/11/2010
C84(Part 1)

Land or development excluded from development contributions plan

Land required for the following (as set out in the Toolern Precinct Structure Plan):

- 6 and 4 lane arterial roads, railway reservations, community facilities, government schools.
- Melbourne Water drainage reserves and retarding basins.
- Heritage and conservation areas.
- Open space (active and passive).
- Melton landfill, Ferris Road (21.82 ha) as shown in Section 2.3.10 of the Toolern Precinct Structure Plan.

Note: This schedule sets out a summary of the costs and contributions prescribed in the Toolern Precinct Structure Plan Development Contributions Plan incorporated document. Refer to this document for full details.



LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

*** Rates and Charges for period 1 July 2016 to 30 June 2017**

Your Reference: 43679132:70028700 Certificate No: 73520

Assessment Number: 109561 Issue date: 03/05/2017

Applicant:

SAI Global Property Division Pty Ltd
DX 502
Melbourne

Civic Centre
232 High Street
Melton 3337
Postal Address
PO Box 21 Melton
Victoria 3337
T 03 9747 7333
F 03 9743 9970
Dx 33005 Melton
ABN 22 862073 889
www.melton.vic.gov.au

Property Location: 185-209 Bridge Road MELTON SOUTH 3338

Title: LOT: 4 LP: 203717M
Volume No:
Folio No.
Ward: COBURN

Capital Improved Value: \$4,265,000
Net Annual Value: \$213,250
Site Value: \$4,224,000
Effective Date: 01/07/2016
Base Date: 01/01/2016

1. RATES CHARGES AND OTHER MONIES:

General Rate Date Levied 01/07/2016	\$13,855.71
Municipal Charge Date Levied 01/07/2016	\$139.00
Residential FSPL Fixed Charge Date Levied 01/07/2016	\$105.00
Residential FSPL Variable Charge Date Levied 01/07/2016	\$545.92
Rate Arrears to 30/06/2016:	\$0.00
Interest to 03/05/2017:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$10,984.21
Less Other Adjustments:	\$0.00

Rates & Charges Due:	\$3,661.42
Additional Monies Owed:	
Total Due:	<u>\$3,661.42</u>

NOTE: In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current. And any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 9.50% P.A.

This property may be subject to a supplementary valuation.

PLEASE NOTE: THAT MELTON CITY COUNCIL OFFERS PAYMENTS BY INSTALMENTS ONLY

Interest will accrue on instalment amounts if they are not paid by their due dates as set below;

- 1. 30th September**
- 2. 30th November**
- 3. 28th February**
- 4. 31st May**

2. OTHER INFORMATION:

Assessment Number: 109561

Certificate Number: 73520

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.

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 \$25.40 being the fee for this certificate.

For further information contact: Rates Department: 9747 7333.



AUTHORISED OFFICER



ABN 67 433 835 375
 PO BOX 2371, SUNBURY DC 3429
 ADMINISTRATION CENTRE
 36 MACEDON ST, SUNBURY
 TELEPHONE (03) 9218 5422

FACSIMILE NO. (03) 9218 5444
 OFFICE HOURS 8.30AM - 5.00PM
 Web Site: www.westernwater.com.au
 Email: mail@westernwater.com.au



016

Prompt Legal Services
 SAI Global Property Division Pty Ltd
 GPO Box 5420
 SYDNEY NSW 2001

Your Ref: 43679132
 Statement No: 59248
 Service Req ID: 356593
 Property No: 16-0339-2050
 Account No: 16-0339-2050-01
 Date: 28-April-2017

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 01-Jul-2017 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.

Property Address: 185-209 BRIDGE RD, MELTON STH VIC 3338

Title(s): Lot 4, Lodged Plan 203717, Volume 9690, Folio 929, Parish of Kororoit

Owner(s):

Cassar, Alfred

Comments:

There are no Comments applicable to this property

Account Calculation:

Charges Previously Billed:	\$273.15
Current Charges (see over for details):	\$0.00
Total Amount Owing to 30-June-2017	\$273.15

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.

Property No: 16-0339-2050
Property Address: 185-209 Bridge Rd, Melton Sth VIC 3338

Current Charges for services provided and their tariffs:

AVAILABILITY SERVICE: 177231

All Charges have been raised for the current year ending 30th June 2017.

Refer to Total Amount Owning (on front page) for any amounts outstanding.

Sub Total = \$0.00

This property incurs the following charges, which for 1 July 2016 to 30 June 2017 are:

These charges should be adjusted at settlement.

Sewerage Service Availability Charge of \$511.10 (Daily Rate: \$1.4002)

Water Service Availability Charge of \$209.37 (Daily Rate: \$0.5736)

Melbourne Water - Waterways Charge of \$96.80 (Daily Rate: \$0.2652)

Encumbrances and other information:

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 9679 7517.

Permanent Water Saving Rules are now in place. Permanent Water Saving Rules apply to the use of drinking water supplied by Western Water. They do not apply to the use of spring or bore water, recycled water, grey water, or rainwater collected in a storage tank that is not supplemented by Western Water supply. Visit www.westernwater.com.au/PWSR for more information.

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:

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. If there are any queries arising from information provided herein please call 9218 5422 quoting Service Request ID 356593. This statement is valid for a period of 120 days from date of issue.



Graham Holt 28-Apr-2017
General Manager, Customer & Community Relations

Western Water

PO Box 2371
Sunbury DC VIC 3429

Property No: 16-0339-2050
Property Address: 185-209 Bridge Rd, Melton Sth VIC 3338

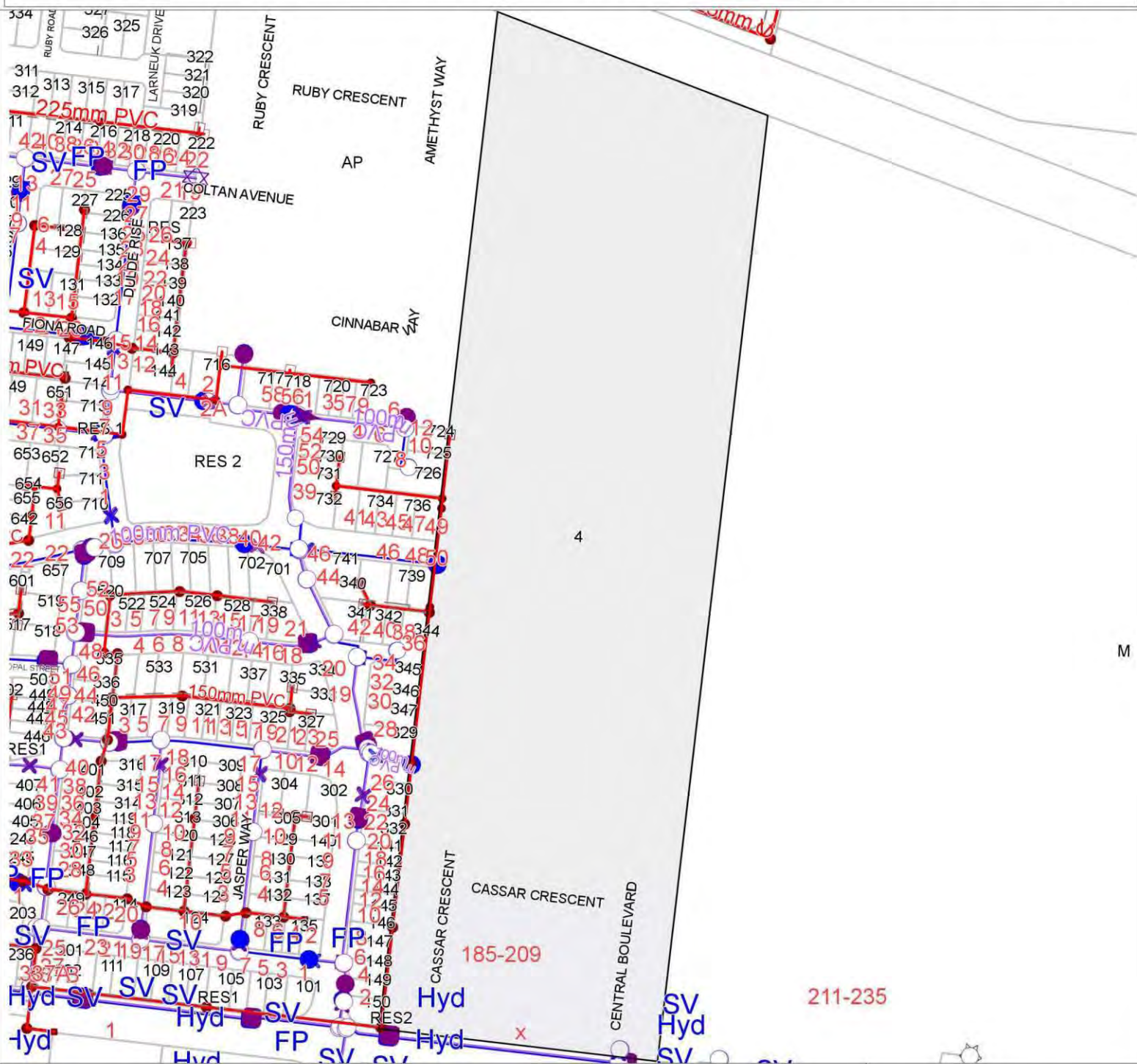
Information Statement Remittance Page

<u>AccountNo</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
16-0339-2050-01	Water Account	\$273.15	

Total: \$273.15

**** Please return this page with your payment ****

INFORMATION STATEMENT - PLAN OF ASSETS TRaversing LAND



Prop No. : 16-0339-2050
 Address : 185-209 Bridge Road Melton Sth VIC 3338
 Scale : 3957
 Printed on : 28-04-2017

Sewer Main does traverse property



Western Water
 36 Macedon Street
 PO Box 2371
 Sunbury DC
 VIC 3429

Ph: 03 9218 5422
 Fax: 03 9218 5444

Water Legend

- | | | | |
|------------------|--|---------------------|--|
| Water main | | Air Valve | |
| Junction | | Hydrant | |
| End of Line | | Fire Plug | |
| Swab Point | | Pres Reducing Valve | |
| Non Return Valve | | Reducer | |
| | | Valve | |

Other

- | | |
|---------------------|--|
| Recycled water main | |
| Easement | |

Sewer Legend

- | | |
|-------------------|--|
| Sewer main | |
| Sewer rising main | |
| Standard manhole | |
| Inspection shaft | |
| Air valve | |
| Stop Valve | |
| End of Line | |

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.

Your reference: 43679132:70028703

4 May 2017

Prompt Legal Services
Via SAI Global Property

Email: epropertysupport@saiglobal.com

PROPERTY INFORMATION CERTIFICATE - Pursuant to Regulation 326 (1)

PROPERTY ADDRESS:	185-209 Bridge Road MELTON SOUTH VIC 3338							
TITLE INFORMATION:	PS/LP	203717M	Volume	9690	Folio	929	Lot	4

Regulation 326 (1), Building Regulations 2006

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;

BUILDING PERMIT NO.	DATE ISSUED	BRIEF DESCRIPTION OF WORKS	FINAL APPROVED ?	OCCUPANCY PERMIT/ CERTIFICATE OF FINAL INSPECTION	
				NUMBER	DATE
2356915/0	31/03/15	Movable Unit	YES	2356915/0	08/05/15

b) Details of any current statement issued under Regulation 502 (Combined Allotments) or Regulation 503 (Subdivision of existing buildings)

STATEMENT DETAILS	DATE ISSUED	BRIEF DESCRIPTION
NIL		

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

BUILDING ENFORCEMENT TYPE	DATE ISSUED	BRIEF DESCRIPTION OF BREACH	ENFORCEMENT DATE CANCELLATION
NIL			

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.

Continued – 185-209 Bridge Road MELTON SOUTH VIC 3338



PROPERTY INFORMATION CERTIFICATE - Pursuant to Regulation 326 (2)

PROPERTY ADDRESS:	185-209 Bridge Road MELTON SOUTH VIC 3338								
TITLE INFORMATION:	PS/LP	203717M	Volume	9690	Folio	929	Lot	4	

Regulation 326 (2), Building Regulations 2006

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
Liabile to flooding pursuant to regulation 802.	YES
Likely to be subject to attack by termites under regulation 803.	NO
Liabile to significant snowfalls under regulation 805.	NO
Of designated land pursuant to regulation 806.	NO
For which a bushfire attack level has been specified in a planning scheme pursuant to regulation 811.	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.	YES
<i>*For further information regarding the CIL, contact Council's Major Development Unit on 9747 7200</i>	

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

Yours faithfully

Natasha King for
Paul Brush
 Municipal Building Surveyor
 Melton City Council

Growth Areas Infrastructure Contribution Certificate



Certificate Id: 5999

Issue date: 03 May 2017

PART 1 – DETAILS OF APPLICANT

Prompt Legal Services
C/- SAI Global Property
DX 502 MELBOURNE

PART 2 - LAND DETAILS

Land Address: 185-209 Bridge Road
Melton South 3338

Details of Land Title:

Lot / Plan: Lot 4 / LP203717
Volume / Folio: 9690 / 929

Municipality: Melton
Land Type: Type A
Land Area: 14.08 ha

PART 3 - GROWTH AREAS INFRASTRUCTURE CONTRIBUTION LIABILITY STATUS

Total GAIC that would be imposed if a GAIC event were to occur in respect of the land in this financial year is **\$ 1,293,248.00.**

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).
- 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.

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:

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

Designated Bushfire Prone Areas

from www.dtpli.vic.gov.au/planning on 07 May 2017 10:48 AM

Lot and Plan Number: Lot 4 LP203717

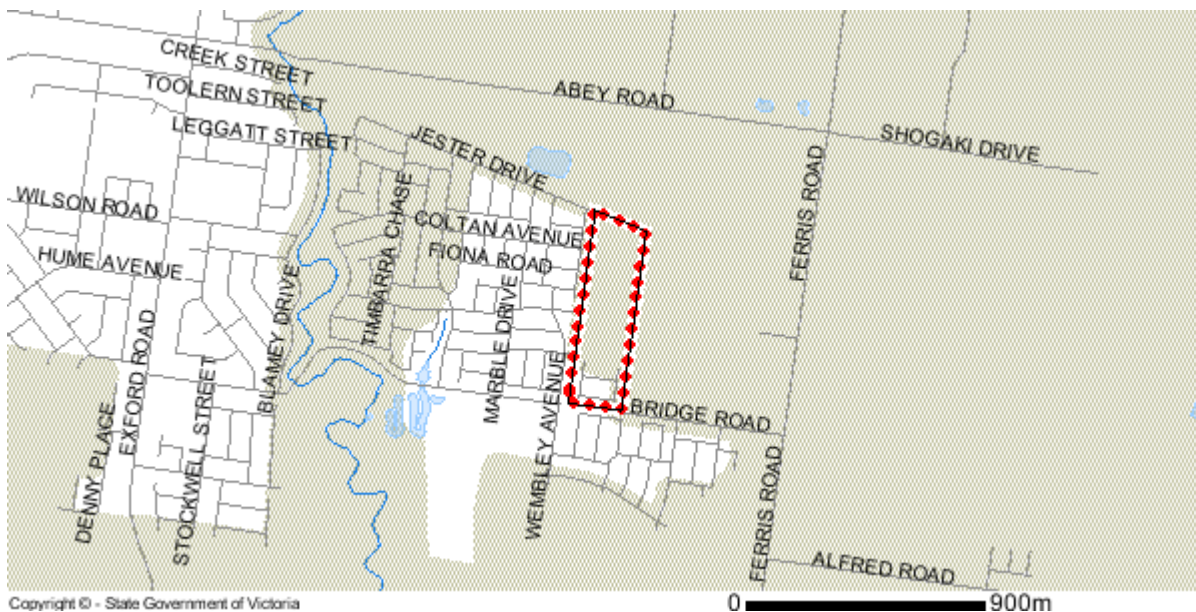
Address: 185-209 BRIDGE ROAD COBBLEBANK 3338

Local Government (Council): MELTON **Council Property Number:** 109561

Directory Reference: Melway 343 D5

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

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

	Bushfire Prone Area		Selected Land
	Railway		River, stream
	Tram		Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016 and 18 October 2016.

The Building Regulations 2006 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 via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> 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 in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).

Melbourne Airport Environs Overlay Report

from www.land.vic.gov.au on 07 May 2017 10:48 AM

Lot and Plan Number: Lot 4 LP203717

Address: 185-209 BRIDGE ROAD COBBLEBANK 3338

Local Government (Council): MELTON **Council Property Number:** 109561

Directory Reference: Melway 343 D5

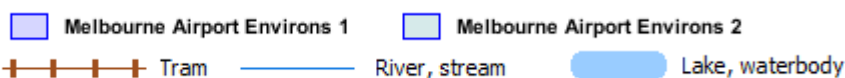
Planning Zone: [URBAN GROWTH ZONE - SCHEDULE 3 \(UGZ3\)](#)
[SCHEDULE TO THE URBAN GROWTH ZONE - SCHEDULE 3](#)

This parcel is **not** affected by the Melbourne Airport Environs Overlay.

Airport Overlays Map



Airport Overlays



Note - this map shows only the Melbourne Airport Environs Overlays 1 and 2

Planning scheme data last updated on 4 May 2017.

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, local, particular and general 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 [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & 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](#)

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.delwp.vic.gov.au/planning

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National Trust of Australia (Victoria)
ABN 61 004 356 192



NATIONAL TRUST

28 April 2017

Prompt Legal Services
c/- SAI Global
Level 3, 355 Spencer Street
WEST MELBOURNE VIC 3003

Tasma Terrace
4 Parliament Place
East Melbourne
Victoria 3002

Email: info@nattrust.com.au
Web: www.nationaltrust.org.au

T 03 9656 9800
F 03 9656 5397

Re: Vol 9690 Folio 929, 185-209 Bridge Road, MELTON SOUTH 3338
Reference: 43679132:70028707

Dear Sir/Madam,

With reference to your recent enquiry, I write to advise that as of this date the above property is **not classified** by the National Trust.

Please note that the property may have be identified on the following statutory registers:

- Victorian Heritage Register—Heritage Victoria, Department of Planning, Transport and Local Infrastructure
<http://www.dpcd.vic.gov.au/heritage> or 03 9208 3333
- Victorian Aboriginal Heritage Register—Department of Premier and Cabinet
vahr@dpc.vic.gov.au or 1800 762 003
- Municipal planning controls—contact the Statutory Planning department of **City of Melton**
- World, National and Commonwealth Heritage Lists—Department of the Environment
<http://www.environment.gov.au/topics/heritage/heritage-places>

For further information about classification on the National Trust Register visit:
<https://www.nationaltrust.org.au/services/heritage-register-vic/>

For enquiries please contact the National Trust Conservation & Advocacy Team on 03 9656 9823.

Yours faithfully,

Felicity Watson
Advocacy Manager
National Trust of Australia (Victoria)



CERTIFICATE

Pursuant to Section 50 of the *Heritage Act 1995*

**Prompt Legal Services
via SAI Global Property
LEVEL 3 355 SPENCER ST, WEST MELBOURNE VIC 3003**

CERTIFICATE NO:
24929873

PROPERTY ADDRESS:
**185-209 BRIDGE ROAD
COBBLEBANK**

PARCEL DESCRIPTION:
Lot 4 LP203717M

1. There is no current application for inclusion of the place or object in the Heritage Register.
2. The place or object is not being considered for inclusion in the Heritage Register.
3. The place or object is not included in the Heritage Register.
4. The place or object is not included in the Heritage Inventory as an archaeological site or relic.
5. There is not an Interim Protection Order in force in respect of the place or object.
6. There is not a Repair Order for the carrying out of works in force in respect of the place.
7. There is not an Order of the Supreme Court in force to remedy or restrain a breach of the *Heritage Act 1995* in respect of a place or object.
8. The place is not in a World Heritage Environs Area.

Authorised Person

DATED: 28/04/2017

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

EPA Priority Sites Register Extract



Client: Prompt Legal Services
313 Keilor Road
Essendon 3040

Client Ref: 17/5852
Certificate No: 43679132:70028705

Property Inquiry Details:

Street Address: 185-209 Bridge Road
Suburb: MELTON SOUTH
Map Reference: Melways Edition 39, Map No:343, Grid Letter: D, Grid Number: 5

Date of Search: 28/04/2017

Priority Sites Register Report:

A search of the Priority Sites Register **for the above map reference**, 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 date last notified by the EPA.

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 (related to land and groundwater) 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 that are 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. 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 information bulletin: Priority Sites Register (EPA Publication 735, December 2000). 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:

EPA Information Centre
200 Victoria Street, Carlton 3053
Tel: (03) 9695 2722 Fax: (03) 9695 2610

The information contained in this Extract of the Priority Sites Register may not be used for resale or for the preparation of mailing lists or for direct marketing. Any contravention of this notice will result in immediate revocation of access (including future access) to information contained on the Priority Sites Register.

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CERTIFICATE No: 43679132 DATE: 28/04/2017

ROADS CERTIFICATE

Client: Prompt Legal Services
313 Keilor Road
Essendon 3040

Matter Ref: 17/5852
Vendor: ROSE CASSAR
Purchaser:

Subject Property: 185-209 BRIDGE ROAD MELTON SOUTH VIC 3338

Title Particulars: Vol 9690 Fol 929

Municipality: MELTON

Advice of approved VicRoads proposals: VICROADS HAS NO APPROVED PROPOSAL 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.

Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.



Melton Shire Council

Civic Centre
232 High Street
(PO Box 21)
Melton Vic 3337
Phone 9747 7324
Fax 9747 7970

**PLANNING
PERMIT
(Amended)**

Permit No:
Planning Scheme:
Responsible Authority:

PA2011/3274/5 (Amended)
Melton Planning Scheme
Melton Shire Council

ADDRESS OF THE LAND:

185-209 Bridge Road MELTON SOUTH

LOT: 4 LP: 203717M

THE PERMIT ALLOWS:

Multi Lot Staged Residential Subdivision in accordance with the plans endorsed under this permit and subject to the conditions set out in this permit

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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 under the *Subdivision Act 1988* for the first stage of the subdivision, amended housing and design guidelines must be submitted to and approved by the Responsible Authority. The Housing and Design Guidelines must be generally in accordance with the guidelines submitted with the application but modified to show:
 - a) The fencing to Bridge Road to have a maximum height of 1.5 metres with transparent fencing required for any fencing between 1.2 metres and 1.5 metres in height.
 - b) The guidelines must clearly specify how all dual frontage lots are to be oriented to avoid dwellings backing onto Bridge Road and public open space reserves.
 - c) Lots 1 and 14 must achieve an appropriate gateway built form response that ensure a strong built form edge and sense of arrival.
 - d) Lot A must be designed to achieve a strong built form edge and interface with Bridge Road, including provisions to orientate car parking to the side or rear of the site.
 - e) If a dwelling proposes a setback of 3 metres or more the garage must be setback at least 5 metres from the property boundary to allow vehicles to park in a driveway without overhanging the footpath.

Date Issued: 11 January 2012
Amended: 27 February 2012
19 July 2012

**Signature of the
Responsible Authority:**



Planning Permit Continued

When approved the Guidelines will be endorsed and form part of the permit.

Building Envelopes & Memorandum of Common Provisions

3. The approved building envelopes 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. The restriction or the agreement must provide for:
 - a) The building envelope plan to apply to each relevant lot.
 - b) All buildings to conform to the building envelope on the relevant lot.
 - c) The construction of a building outside the building envelope only with the written consent of the responsible authority.
 - d) A building envelope to cease to apply to any building on the lot affected by the envelope after the issue of a certificate of occupancy for the whole of a dwelling on the land.

4. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988*, the following must be submitted to and approved by the Responsible Authority:
 - a) A Memorandum of Common Provisions (MCP), which once approved must be registered as a restriction on the relevant Plan of Subdivision. The MCP must including the following:
 - i. Housing and Design Guidelines in accordance with the Guidelines that have been endorsed as part of the permit;
 - ii. That the construction of a building outside the building envelope may only occur with the written consent of the Responsible Authority.
 - iii. That a building envelope will cease to apply to any building on the lot affected by the envelope after the issue of a certificate of occupancy for the whole of the dwelling on the land.

5. The Plan of Subdivision submitted for certification must apply a restriction on the plan to include:
 - a) The Memorandum of Common Provisions endorsed as part of the permit.

Public Infrastructure Plan

6. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* for Stage 1 of the subdivision, an amended Public Infrastructure Plan (PIP) is required to be submitted to and approved by Council. The amended PIP must be generally in



Planning Permit Continued

accordance with the PIP submitted with the application, but must incorporate the following changes:

- a) The plan to be amended to reflect the subdivision layout required by Condition 1.
7. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988* the Public Infrastructure Plan must be implemented to the satisfaction of the Responsible Authority. The plan may be amended with the consent of the Responsible Authority.
8. Prior to the issue of a Statement of Compliance, for the first stage of a development, the owner must, if required by the Responsible Authority, enter into an agreement, or agreements, under Section 173 of the Act which specifies the infrastructure required to be provided as part of the development. The agreement must give effect to the approved Public Infrastructure Plan.

Landscaping

9. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988*, a landscape master plan for the whole development must be prepared by a person suitably qualified or experienced in landscape design and be submitted to and approved by the Responsible Authority. The landscape master plan must be drawn to scale with dimensions and three copies must be provided. The landscape plan must show:
 - a) Site contours and any proposed changes to existing levels including any structural elements such as retaining walls;
 - b) The proposed road reserve widths including any proposed areas within the road reserves set aside for planting;
 - c) The general layout of street tree and reserve plantings to the satisfaction of the Responsible Authority;
 - d) Details of any entrance treatments;
 - e) The location and indicative design of any water sensitive urban design (WSUD) structures to assist in maintenance of landscaping, water quality and water retardation (e.g. bioretention swales, rain gardens, permeable paving);
 - f) The species of all proposed vegetation;
 - g) The landscape concepts proposed for each part of the estate.

When approved by the Responsible Authority, the Landscape master plan will form part of the endorsed plans under this permit.



Planning Permit Continued

10. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, for each stage, a detailed Landscape Plan prepared by a suitably qualified or experienced person in landscape design must be submitted to and approved by the Responsible Authority. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show:
- a) A survey (including location, size and botanical name) of all existing vegetation on the land.
 - b) Vegetation that is approved to be retained, removed and/or lopped.
 - c) Site contours and any proposed changes to existing levels including any structural elements such as retaining walls.
 - d) Dimensions and total area of all public open space reserves.
 - e) The proposed road reserve widths including any proposed areas within the road reserves set aside for planting.
 - f) The general layout of street tree and reserve plantings to the satisfaction of the Responsible Authority.
 - g) The proposed location of structures, street furniture items, paths and other pavement areas, playground and play items. BBQ area with shelter, seating, drinking fountains, bins; pathways, playground area and equipment; and
 - h) Indicative design of entrance treatments.
 - i) The location and indicative design of any Water Sensitive Urban Design (WSUD) structures to assist in the maintenance of landscaping, water quality and water retardation (eg: bio-retention swales, rain gardens, permeable paving).
 - j) The style and location of fencing including walkways and open space reserve fencing including interim fencing measures to the rear boundary of the pocket park.
 - k) Use of predominately indigenous species, where appropriate, complementary to Indigenous Ecological Vegetation Communities and be wind and drought tolerant.
 - l) Public lighting in open space areas in accordance with the relevant Australian Standard.

All species selected must be to the satisfaction of the Responsible Authority.

11. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, or by such later date as approved by the Responsible Authority in writing, the landscape works as shown on the endorsed plans, must be carried out and completed, or bonded, to the satisfaction of the Responsible Authority.
12. The landscaping (except for grass in nature strips of streets) shown on the approved landscape plans, must be maintained to the satisfaction of the Responsible Authority for a period of two years from the issue of a Certificate of Practical Completion of landscaping for that stage, including that any dead, diseased or damaged plants are



Planning Permit Continued

- to be replaced during the period of maintenance and must not be deferred until the completion of the maintenance period.
13. Upon the completion of maintenance of the street tree planting and landscaping works, the developer must notify the Responsible Authority to undertake an inspection prior to the issue of the Certificate of Final Completion.
 14. No later than 21 days after issue of Certificate of Practical Completion for landscaping the following must be submitted:
 - a) A complete set of 'as constructed plans' (which will be the stage landscape plan amended if necessary to show any changes that may have occurred during construction), in hard copy transparent film;
 - b) An 'as constructed stage landscape plan' in digital file format (currently AutoCAD 2000), or other format to the satisfaction of the Responsible Authority.
 15. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, any side or rear fencing abutting a Council Reserve must be constructed at no cost to and to the satisfaction to the Responsible Authority.

Engineering

16. Prior to the Certification of the Plan of Subdivision under the *Subdivision Act 1988* and prior to the lodgement of engineering construction plans, 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) A traffic management strategy and traffic engineering report identifying street classification, design traffic volumes, speed control and traffic management devices to be incorporated into the development.
 - b) A drainage management strategy detailing catchments both internal and external to the development, 1 percent AEP flow paths and flow volumes for the entire development. This strategy must include permanent on-site stormwater quality improvement measures.
 - c) A mobility plan detailing pedestrian access, bike/hike paths, public transport routes within the development and all interconnections to adjacent existing and future developments.
 - d) Identification of all trees or groups of trees existing on the site, including dead trees and those that overhang the site from adjoining land.
 - e) Identification of all trees to be removed from the site.
 - f) Any other items or documents specified in the current 'Engineering Design and Construction Manual for Subdivision in Growth Area'.



Planning Permit Continued

17. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, road works and drainage works must be provided, in accordance with construction plans and specifications as approved by the Responsible Authority. 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 considered until the functional layout plan(s) has been approved by the Responsible Authority and landscape plans submitted, the plan of subdivision has been lodged for certification with the Responsible Authority and the location of other authorities' services have been provided to the satisfaction of the Responsible Authority. When approved, the construction plans will be endorsed and will then form part of the permit. 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. 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 lodged 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 Council's current Engineering Design and Construction Manual or otherwise agreed to by 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, 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 and intersections to be a minimum of that provided at the mid block.
- i) Priority intersection treatments shall be provided at intersections, 90-degree bends and at standard "T" intersections. The priority intersection treatment shall comprise of an open invert channel across the entrance to the minor street and a low profile splitter island on the minor road.

Date Issued: 11 January 2012
Amended: 27 February 2012
19 July 2012
28 March 2017

**Signature of the
Responsible Authority:**



Planning Permit Continued

- j) Low profile splitter island, solid white centreline pavement marking and RRPM's on all 90-degree bends on all 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 indicating how car parking and vehicular access can be achieved. Turning templates are to be provided for verification.
- o) All court heads to allow Council's waste collection vehicles to access and egress from the courts via a three-point turn.
- 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 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.
- r) The street lighting shall be designed in accordance with Council's Non-standard public lighting fitting policy. The lighting category, pole and luminaire type shall be sought from Council.
- s) Access to all public properties, pathways and road crossings shall comply with the Disability Discrimination Act and be to the satisfaction of the Responsible Authority.
- t) Provision of street name plates to the Council standard design including a schedule of individual signs and associated street numbers.
- u) Provision of underground easement 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.
- v) The location and provision of vehicle exclusion mechanisms abutting reserves.
- w) Details of the proposed treatment and provision for lot boundary fencing adjoining all reserves other than road reserves.
- x) Appropriate mechanisms for protecting environmental and heritage assets during the construction phase of the subdivision.
- y) Provision for the utilisation of any surplus topsoil from this stage.
- z) Permanent survey marks.
- aa) Details in relation to all filling on the site that must be compacted to specifications approved by the Responsible Authority.



Planning Permit Continued

- bb) The relocation underground of all existing aerial services, on the services layout plan.
 - cc) 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
 - dd) Underground drainage shall be provided and any other drainage works necessary for the transmission of drainage as required to the outfall
 - ee) 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
 - 45% retention of the typical annual load of total nitrogen.
 - ff) Each lot shall be provided one drainage discharge point.
 - gg) Roads and allotments are to be designed such that the allotments are protected with a minimum 150mm freeboard against the 1 in 100 flooding.
 - hh) Melbourne Water approval shall be required for the connection of drainage discharge from this development into the current outfall.
18. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, the developer must construct in accordance with the approved engineering plans and to the satisfaction of the Responsible Authority:
- a) Roads, including traffic management devices, footpaths, shared foot/cycle paths and vehicular crossings to each lot;
 - b) Drainage;
 - c) Public open space reserves; and
 - d) Permanent survey marks, levelled to the Australian Height Datum and coordinated to the Australian Map Grid, as shown on the approved construction plans.
19. Prior to the commencement of the defects liability period 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 transparent film and digital file format AutoCAD (2000). The digital files must have a naming convention to enable identification of Council assets listed.
 - b) A list of asset quantities which include the following Council assets:
 - Total length of Roads, Footpath, Kerb and Channel.
 - Total number of Bridges, WSUD features, Traffic calming devices.
 - Total length of pipe and number of pits for Drainage and Telecommunications.



Planning Permit Continued

- Total number of streetlights.
- c) Asset information in digital format to include drainage data as per “A-Spec” (the Consultant/Developer Specifications for the delivery of drainage data to Local Governments).

Construction

20. 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 then form part of this permit. The Construction Management Plan must include, but not limited to the following:

- a) Proposed working hours;
- 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.

21. Construction activities must be managed so that the amenity of the area is not detrimentally affected, through the:

- a) Transport of materials, goods or commodities to or from the land.
- b) Inappropriate storage of any works or construction materials.
- c) Hours of construction activity.
- d) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, water and storm water runoff, waste products, grit or oil.



Planning Permit Continued

- e) Presence of vermin.

Development Infrastructure

- 22. 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.
- 23. Where the subdivision is to be developed in stages the development infrastructure levy for that stage must be paid to the Responsible Authority within the time specified provided that a schedule of Development Contributions is submitted with each staged plan of subdivision. The schedule must show the amount of development contributions payable for each stage and paid in respect of prior stages to the satisfaction of the Responsible Authority.

General Conditions

- 24. Reticulated water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services and fibre optic cable conduits must be provided to each lot shown on the endorsed plan.
- 25. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities and underground electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authorities requirements and relevant legislation at that time.
- 26. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authorities in accordance with Section 8 of that Act.
- 27. 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*.
- 28. All allotments shall be subdivided under Section 12(2) of the *Subdivision Act 1988*. Otherwise, easements for the purpose of drainage shall be provided over all drainage assets and vested in Council. Drainage assets within easements must be to Council's standard.



Planning Permit Continued

29. 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; and
 - b) A clear A3-sized photocopy of the Title Office approved Plan of Subdivision.
30. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, for each stage, provisions for open access underground conduits for optical fibre cabling and allowance for connection to adjoining developments must be provided to the satisfaction of the Responsible Authority. The conduit and associated infrastructure is to be protected from damage to the satisfaction of the Responsible Authority.
31. Conduits and associated infrastructure are to be protected from damage to the satisfaction of the Responsible Authority.
32. All services must be relocated underground to the satisfaction of the Melton Shire Council and the Responsible Authority.
33. 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.
34. Prior to the issue of Statement of Compliance under the *Subdivision Act 1988*, 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 Toolern Precinct Structure Plan.
35. Access to each lot created must be provided by a sealed and fully constructed road to the satisfaction of the Responsible Authority.
36. Street number markers must be provided on the kerb in front of each lot to the satisfaction of the Responsible Authority.
37. Streets must be named to the satisfaction of the Responsible Authority prior to the certification of the relevant Plan of Subdivision.
38. 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 Shire Council or another relevant person or body.



Planning Permit Continued

39. Land required for public open space as a local or district park as set out in the Toolern Precinct Structure Plan or the Toolern Development Contributions Plan must be transferred to or vested in Council at no cost to Council unless funded by the Toolern Development Contributions Plan.
40. The subdivision works must be carried out in a manner which is consistent with the recommendations set out in the submitted hydrogeological assessment, prepared by SMEC Australia Pty Ltd and dated 25 May 2011, to the satisfaction of the Responsible Authority.
41. Irrespective of whether the relevant water authority has entered into an agreement with the owner of the land, any plan of subdivision must contain a restriction which provides that no dwelling or commercial building may be constructed on any lot unless the building incorporates plumbing for a recycled water supply for, at the minimum, toilet flushing and garden watering use where it is to become available.
42. 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.
43. Any works carried out in respect to the subdivision of the land must be carried out in accordance with the requirements set out in the Toolern Precinct Structure Plan and Toolern Native Vegetation Precinct Plan to the satisfaction of the Responsible Authority.

Fire Hydrants

44. Operable hydrants, above or below ground must be provided to the satisfaction of the Responsible Authority.
45. The maximum distance between hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120m and hydrants must be no more than 200m apart.
46. Hydrants must be identified as specified in 'Identification of Street Hydrants for Firefighting purposes available under publications on the Country Fire Authority website (www.cfa.com.au).



Planning Permit Continued

Environment

47. The removal of the approved native vegetation (in accordance with the Toolern Native Vegetation Precinct Plan) must be offset in accordance with the offset targets or offsets set out in Table 6 of the Toolern Native Vegetation Precinct Plan.
48. The native vegetation must not be removed until the offsets required are identified and secured to the satisfaction of the Department of Sustainability and Environment.
49. Prior to commencement of any works during the construction phase, a highly visible vegetation protection fence must be erected around twice the canopy of each scattered tree and more than 2 metres from the native vegetation area directly to the north of the development, which has been identified to be protected in the NVPP referred to in schedule 52.16 unless otherwise agreed to in writing by the Secretary of the Department of Sustainability and Environment and to the satisfaction of the Responsible Authority.
50. Any native vegetation to be removed (in accordance with the Toolern Native Vegetation Precinct Plan) must be clearly marked on site.
51. Prior to felling any tree which may be removed, the tree must be examined by a suitably qualified zoologist for the presence of fauna in hollows or external nests. If native fauna species are located, they must be salvaged and translocated to the closest suitable vegetation in consultation with the Department of Sustainability and Environment.
52. Water run-off must be designed to ensure that native vegetation to be protected is not compromised.
53. Prior to the commencement of any on site works associated with the subdivision other than bore holes and excavation associated with an environmental site assessment, an environmental site assessment of the land by a suitably qualified environmental professional must be undertaken which provides information including:
 - a) Details of the nature of the previous and existing land/use activities on the land;
 - b) An assessment of the potential level and nature of contamination on the land;
 - c) Clear advice on whether the environmental condition of the land is suitable for the proposed use/s and whether an environmental audit of all, or part, of the land is recommended having regards to the Potentially Contaminated Land General Practice Note June 2005, DSE.



Planning Permit Continued

54. If the environmental site assessment recommends an environmental audit of all or part of the land be undertaken, then prior to the commencement of any use of all or that part of the land as the case may be for a sensitive purpose, the following must be provided to the Responsible Authority in respect of that part of the land which is recommended for the environmental audit:
- a) Either:
- A certificate of environmental audit issued for the relevant land in accordance with Part 1XD of the *Environmental Protection Act 1970*; or
 - A statement by an environmental auditor appointed under the *Environmental Protection Act 1970*, in accordance with Part 1XD of that Act that the environmental conditions of the relevant land are suitable for a sensitive use (with or without conditions on the use of the site) must be provided to the Responsible Authority before any building on the relevant land is occupied.
- b) If a statement by the environmental auditor is provided rather than a certificate of environmental audit and the statement indicates that the environmental conditions of the relevant land are suitable for a sensitive use subject to conditions, the owner of the land must enter into an agreement with the Responsible Authority under Section 173 of the *Planning and Environment Act 1987* before any building on the relevant land is occupied for:
- Ongoing compliance with all conditions in the Statement by the Environmental Auditor;
 - The Responsible Authority's legal costs and expenses of drafting/reviewing and registering the agreement are to be borne by the owner of the relevant land.
55. Weeds as referred to in Department of Sustainability and Environment Advisory list of environmental weeds of the Inland Plains Bioregions of Victoria, May 2009 must not be planted on the subject land.
56. All vehicle, 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.
57. All earthworks must be undertaken in a manner that will minimise soil erosion and adhere to Construction Techniques for Sediment Pollution Control, EPA 1991.



Planning Permit Continued

58. Any construction stockpiles, fill and machinery must be placed away from areas supporting native vegetation to be protected and drainage lines to the satisfaction of the Responsible Authority.
59. Any soil imported to the site must be free of weeds and pathogens.
60. All noxious weeds must be controlled. Any weed infestation resulting from soil disturbance and/or the importation of sand, gravel and other material used in the construction process must be controlled.
61. Prior to the commencement of any subdivision and associated works, a fully costed Striped Legless Lizard translocation / salvage plan must be prepared to the satisfaction of the Department of Sustainability and Environment and submitted to and approved by the responsible authority.
62. The approved Striped Legless Lizard translocation / salvage plan must be implemented to the satisfaction of the responsible authority.
63. The subdivision must implement the Eastern Grey Kangaroo Management Plan by either:
 - a) Proceeding in the order of stages as shown on the plan;
and where this is not practicable
 - b) Implementing the management solutions and actions of the Plan.
64. No native vegetation other than that which is identified for removal in the Toolern Native Vegetation Precinct Plan incorporated into the Melton Planning Scheme may be removed, lopped or destroyed unless in accordance with the relevant provision of the Melton Planning Scheme.

Melbourne Water

65. 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 for the subject land directly or indirectly into Melbourne Water's drainage system and waterways, the provision of drainage works and other matters in accordance with the statutory powers of Melbourne Water corporation.
66. No polluted and/or sediment laden runoff is to be discharged directly or indirectly into Melbourne Water's drains or watercourses.



Planning Permit Continued

67. Prior to Certification, the Plan of Subdivision must be referred to Melbourne Water, in accordance with Section 8 of the Subdivision Act 1988.
68. All new lots are to be filled to a minimum of; either 300mm above the 1 in 100 year flood level associated with an existing Melbourne Water drainage asset or 600mm above the 1 in 100 year flood level associated with an existing Melbourne Water waterway, whichever is the greater.
69. All new lots must achieve appropriate freeboard in relation to local overland flow paths to Council's satisfaction.
70. Alignment of roads and reserves with any adjoining estates must ensure continuity and provide uninterrupted conveyance of overland flows.
71. Easements or reserves shall be created over existing and proposed Melbourne Water assets on the Plan of Subdivision to the satisfaction of Melbourne Water.
72. Any temporary outfall is to be arranged to the satisfaction of Melbourne Water, Council and the affected downstream property owners.
73. Prior to the commencement of works a separate application, direct to Melbourne Water, must be made for any stormwater connection to a Melbourne Water asset. Prior to accepting an application evidence must be provided, demonstrating that a connection to the Council drainage system is not feasible. Contact Asset Services on telephone 9235 2517 for Melbourne Water's connection requirements, including payment of appropriate fees.
74. Engineering plans of the subdivision (in electronic format) are to be forwarded to Melbourne Water for comment/approval. A Certified Survey Plan may be required following our comments on the engineering drawings.
75. Melbourne Water requires that the applicant submit a detailed Drainage and Stormwater Management Strategy, which calculates flow levels, and flood levels for the 100-year ARI flood even and demonstrates how stormwater runoff from the subdivision will achieve State Environment Protection Policy (Waters of Victoria) objectives for environmental management of stormwater.

Western Water

76. Payment of new customer contributions for each lot created by the development, such amount being determined by Western Water at the time of payment.



Planning Permit Continued

77. The owner/applicant shall fund a feasibility study for the proposed water supply and sewerage services needed to serve the development.
78. Integrated Water Management must be incorporated into the development in accordance with the latest version of "The Toolern Precinct Structure Plan" to the satisfaction of Western Water.
79. Provision of reticulated potable and recycled water mains and associated construction works to front each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
80. Any existing water service which crosses any of the proposed allotment boundaries within the proposed development must be disconnected and relocated at the developer's expense, to be wholly within one allotment only and to the satisfaction of Western Water.
81. The developer is required to demonstrate compliance with the relevant 'Health and Environment Management Plan', relating to the supply and use of recycled water, to the satisfaction of Western Water.
82. Provisions of reticulated sewerage and associated construction works to each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of Western Water.
83. Provisions 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 in accordance with WSA standards for dedicated sewer easements.
84. Pursuant to Section 36 of the Subdivision Act, Western Water considers that for the economical and efficient subdivision and servicing of the land covered by the Application for Permit it requires the owner of the land to acquire an easement over other land in the vicinity, namely, any land not owned by the Developer through which a sewerage extension servicing the development is to be located. The easements created shall be in favour of Western Water.
85. Preparation of a digitised plan of subdivision and ancillary requirements in accordance with Western Water's drafting standards and practices.

Date Issued: 11 January 2012
Amended: 27 February 2012
19 July 2012
28 March 2017

**Signature of the
Responsible Authority:**



Planning Permit Continued

86. 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. A copy of the format of the Agreement will be provided on request. The owner/applicant shall make a written request to Western Water for the terms and conditions of the agreement.
87. All contractors engaged on construction of Subdivision Infrastructure obtain a Water Carters Permit and/or a Recycled Water Carters Permit from Western Water and comply with that permit/s at all times. The Water Carter 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;
 - Display a Western Water Permit Number Sticker on the tanker;
 - Only take water from nominated hydrants or standpipes;
 - Only use water for the purposes 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, recycled water, 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.

Telstra

88. That the subdivision submitted for certification be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.

Tenix

89. Easements in favour of SPI Networks (Gas) Pty Ltd must be created in the plan to the satisfaction of the Responsible Authority.



Planning Permit Continued

90. The plan of subdivision submitted for certification must be referred to SP AusNet (Gas) in accordance with Section 8 of the Subdivision Act 1988.

Powercor

91. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.

92. The application shall:

- Provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
- Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor.
- Any buildings must comply with the clearances required by the Electrical Safety (Network Assets) Regulations.
- Any construction work must comply with the Officer of the Chief Electrical Inspection "No Go Zone" rules.
- Set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves and/or easements satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.

Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of caveat prior to the registration of the plan of subdivision.

- Provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These



Planning Permit Continued

easements shall show on the plan an easement(s) in favour of "Powercor Australia Ltd" for "Powerline Purposes" pursuant to Section 88 of the Electricity Industry Act 2000.

- Obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- Adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
- Obtain Powercor Australia Ltd's approval for lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
- Provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

Expiry

93. 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 three months afterwards.

Notes:

- I. If further information is required in relation to Melbourne Water's permit conditions shown above, please contact Melbourne Water on telephone 9235 2517, quoting Melbourne Water's reference 190724.
- II. Where the land is to be developed in stages, the above conditions will, in general, apply to any subsequent stage of the estate development. However, as any future stages of the development will be connected to Western Water's water supply and sewerage systems independently of this stage, Western Water reserves the right to revise any conditions applicable to any subsequent stages lodged.



Planning Permit Continued

- III. Approval does not cover alterations to existing Telstra Plant or Network. Locations of existing network can be obtained from Dial Before You Dig = Ph: 1100.
- IV. For co-ordinated Telstra plant reticulation in this development, please refer to www.telstrasmartcommunity.com to Register your Development and Apply for Reticulation.
- V. It is recommended that, an early date, the applicant commences negotiations with Powercor for supply of electricity in order that supply arrangements can be worked out in detail, so prescribed information can be issued once all electricity works are completed (the release to the municipality enabling a Statement of Compliance to be issued).
- VI. Prospective purchasers of lots in this subdivision should contact Powercor Australia Ltd to determine the availability of a supply of electricity. Financial contributions may be required.

Amendments:

The following amendments were made to this permit on 27 February 2012:

- Condition 3 (c) amended to replace the lot numbers 16-28 with 16-30
- Condition 3 (d) amended to replace the lot numbers 217-231 with 219-233.
- Condition 3 (e) amended to replace the lot numbers 232-250 with 234-252.

The following amendments were made to this permit on 19 July 2012:

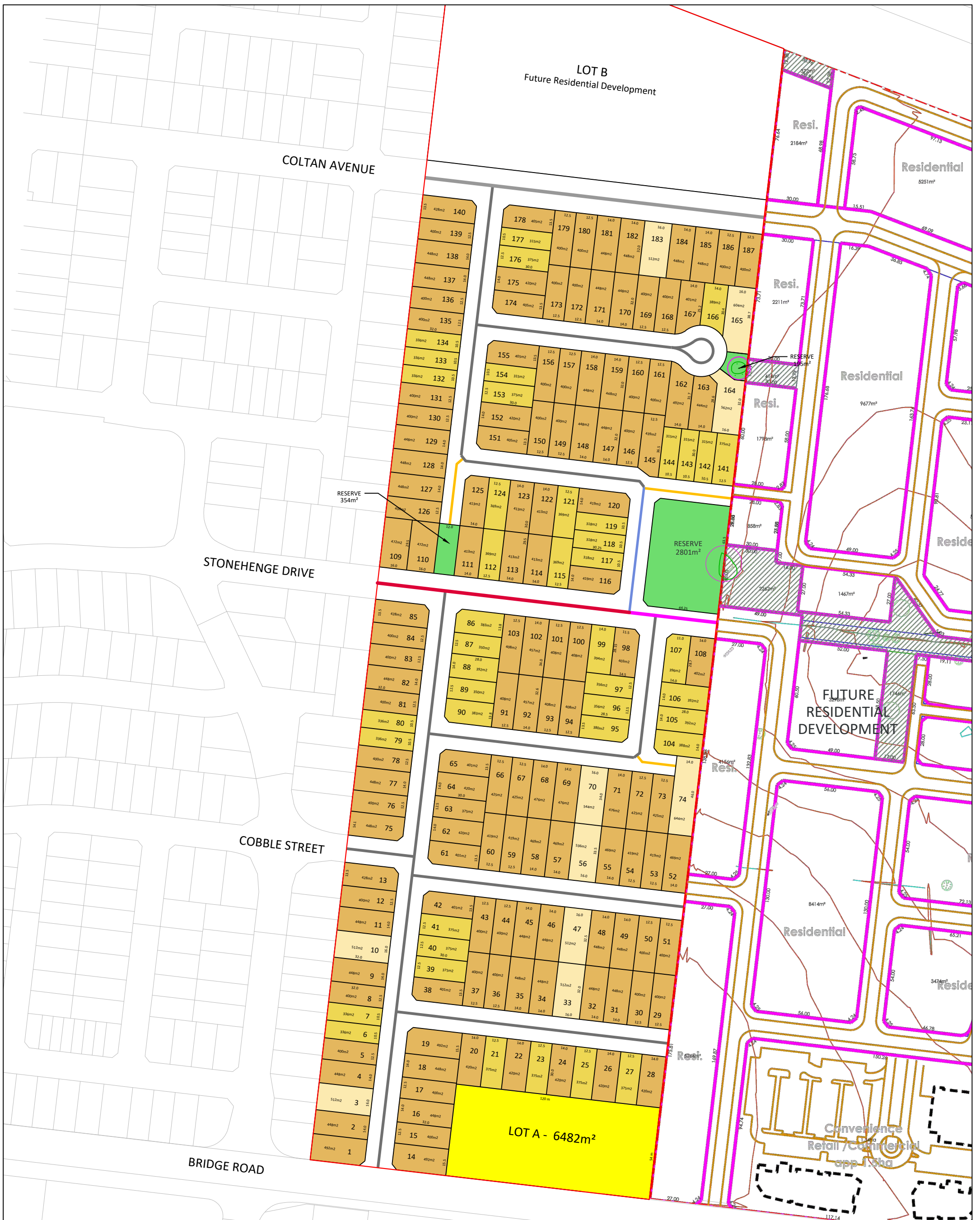
- Condition 3 (c) amended to refer to all dual frontage lots.
- Conditions 3 (d) & (e) deleted.

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

<i>Date of amendment</i>	<i>Brief description of amendment</i>
28 March 2017	Amendment to the layout and internal road alignment. Deletion of rear loaded lots. Deletion of the Condition 1, 3 a), 4, 6 a) ii, & 11 – 15 (with reference to the dry stone wall) and renumbering of conditions. Variation to 8 a) to refer to Condition 1.

Date Issued: 11 January 2012
Amended: 27 February 2012
19 July 2012
28 March 2017

**Signature of the
Responsible Authority:**



185 BRIDGE ROAD, MELTON Subdivision Concept

DEVELOPMENT SUMMARY
 Site Area = 14.09ha
 Lot B Area = 2.29ha (future residential development)
 Lot A Area = 6482m²
 Open Space = 3350m²
 Net Developable Area = 11.46 ha (incl. Lot A)
 Net Residential Area = 10.81ha (excl. Lot A)
 Residential Lots = 187
 Development Density = 17.3 dwellings/ha (NRA)
 Development Density = 16.3 dwellings/ha (NDA)

LEGEND

- Development Site Boundary
- Lots 300-399m²
- Lots 400-499m²
- Lots > 500m²
- Open Space
- Potential Child Care/Medical Centre Site
- Tree Protection Zone for Retained Trees
- Local Road - Level 1 - 16m
- Local Frontage Road - Level 1 - 14.5m
- Local Frontage Road - Level 2 - 14.5m
- Local Road - Level 2 - 19m
- Local Road - Level 2 - 20m
- Shared Driveway 12m

Version: 2
 Date: 21 February 2017
 Scale: 1:2000
 Contact: Jason Taylor
 Phone: 0405 416 577
 Email: jtaylor@urbanterrain.com.au





MELTON PLANNING SCHEME
 This is the plan referred to in Planning Permit
 No. 2012/3274 Plan 1 of 1
 Date 28/1/17
 Signature of Responsible Authority
 Date

185 BRIDGE ROAD, MELTON Subdivision Concept

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 Contact: Jason Taylor
 Phone: 0405 416 577
 Email: jtaylor@urbanterrain.com.au

urbanterrain
 town planning urban design project management

Land Tax Clearance Certificate

Land Tax Act 2005



PROMPT LEGAL SERVICES VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 43679132:70028701

Certificate No: 15921441

Issue Date: 26 MAY 2017

Enquiries: CXC4

Land Address: 185 -209 BRIDGE ROAD MELTON SOUTH VIC 3338

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
20641438	4	203717	9690	929	\$4,224,000	\$0.00

Vendor: ROSE CASSAR

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
MR ALFRED CASSAR	2017	\$0.00	\$0.00	\$0.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
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Comments: Property is exempt: LTX Principal Place of Residence.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

TAXABLE VALUE: \$4,224,000

AMOUNT PAYABLE: \$0.00

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 15921441

Land ID: 20641438

Amount Payable: \$0.00

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 15921441

- Under Section 96 of the Land Tax Act 2005 (the Act), 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.
- If 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.
- The amount of land tax on this certificate relates to the amount of 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.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- If 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 within 28 days after settlement.
- If the amount in 3. (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 vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- 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.
- If an amount certified is excessively high (for example, because a principal residence 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.
- If no 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.
- 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.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$4,224,000

Land Tax = \$52,515.00

Calculated as \$24,975 plus (\$4,224,000 - \$3,000,000) multiplied by 2.250 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Victorian Aboriginal Heritage Register – Advice as to the existence of records in relation to a nominated area of land.

Reference Number:

16730

SECTION 1 – Applicant Information

Name of applicant:

MRS Samia Sayeed

Organisation:

SAI Global 43679132

Postal address:

PO Box 447

Southbank

VIC 3205

Telephone number:

1300730000

Email address:

epropertysupport@saiglobal.com

SECTION 2 – Land Description (as provided by the applicant)

Subdivisional References (Lot / Plan):

4/LP203717M

Crown References:

Title References (Volume / Folio) :

9690 / 929

Street Address:

185-209 Bridge Road MELTON SOUTH VIC 3338

Other description:

Directory Reference:

Directory:

Melways

SECTION 3 – Registered Information

Are there any registered Aboriginal Places or Objects on the nominated area of land?

No

Are there any other 'areas of cultural heritage sensitivity' associated with the nominated area of land? (See over).

Yes

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 exist in relation to any part of the nominated area of land?

No

Signed:



Date: 15/May/2017

Kellie Clayton
Heritage Registrar
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 Office of Aboriginal Affairs 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

<http://www.dpc.vic.gov.au/index.php/aboriginal-affairs/heritage-tools/areas-of-cultural-heritage-sensitivity>



Department of
Premier & Cabinet

1 Treasury Place
Melbourne Victoria 3002
Telephone: 03 9651 5111
dpc.vic.gov.au

15 May 2017

Samia Sayeed
c/o SAI Global Property
PO BOX 447
SOUTHBANK VIC 3205

Dear Mrs Sayeed

APPLICATION FOR ADVICE 16730

Thank you for seeking information on land relating to 185-209 Bridge Road, Melton South (customer reference number 43679132) . Please see the attached advice under section 147 of the *Aboriginal Heritage Act 2006* (the Act) which outlines that while there are no records on the Victorian Aboriginal Heritage Register for the nominated area of land, there are areas of Aboriginal cultural heritage sensitivity.

You should note, however, that there is a registered Aboriginal place immediately adjacent to the west which probably extends into the nominated area of land. For this reason it is likely that Aboriginal cultural heritage will be found on the nominated area of land. Care is advised when undertaking a proposed activity on the nominated area of land, as it is an offence under the Act to harm an Aboriginal cultural heritage place other than in accordance with an approved cultural heritage management plan, Aboriginal cultural heritage land management agreement or cultural heritage permit. Even low impact activities carried out in the vicinity of Aboriginal places may cause harm to that place.

You should consult the Act and the Aboriginal Heritage Regulations 2007 (available at: <http://www.legislation.vic.gov.au/>) to determine if you are required to undertake a cultural heritage management plan for any proposed development. Our own website <http://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes/planning-and-development-of-land.html> also addresses the subject of whether a plan is required and provides the Aboriginal heritage planning tool.

Yours sincerely,

Kellie Clayton
Heritage Registrar
Aboriginal Victoria

MEMORANDUM OF COMMON PROVISIONS

Approved Form MCP
Victorian Land Titles Office

Section 91A Transfer of Land Act 1958

Lodged by: PROMPT LEGAL SERVICES

Name: PROMPT LEGAL SERVICES Pty Ltd

Phone: (03) 9379 0877

Reference 17.5852 - Cassar

Customer Code: 6794X.

This memorandum (containing 7 pages(s)) contains provisions which are intended for inclusion in instruments to be subsequently lodged for registration.

PROVISIONS

General

- A. This MCP has been prepared by Ambervue in order to regulate the siting, form and design of its residential development in accordance with the Approved Building Envelope Plan, so as to create a high level of amenity for occupiers of Lots within the Plan of Subdivision.
- B. The provisions of this MCP are incorporated into one or more restrictions created by the Plan of Subdivision.
- C. This MCP, which includes the Approved Building Envelope Plan, provides siting details for a particular Lot.
- D. This MCP imposes restrictions on the design and siting of Buildings which in some cases may be different to those of the Building Regulations.
- E. Where the siting restrictions in this MCP are contrary to Regulations 409, 411, 412, 414, 415, 416, 420 and 421 of the Building Regulations, no consent and report of the relevant council is required, as this MCP has been prepared with regard to Regulation 406 of the Building Regulations. For the purposes of Regulation 406, the restriction created by the Plan of Subdivision constitutes an approved building envelope.
- F. In relation to a Small Lot, provided the Buildings on that Lot comply with the Small Lot Housing Code, no consent and report of the relevant council is required, as this MCP has been prepared with regard to Regulation 406 of the Building Regulations. For the purposes of Regulation 406, the restriction created by the Plan of Subdivision constitutes an approved building envelope.
- G. The restriction created by the Plan of Subdivision does not exempt a Lot which has an Edge Boundary from the need for report and consent in relation to Regulations 414, 415 and 416, to the extent that they relate to that Edge Boundary.
- H. Some of the matters addressed in this MCP may not be covered by the Building Regulations.

Approval No. 352

MCP

1. Definitions

In this MCP:

Ambervue means STARG DEVELOPMENTS PTY. LTD Trading as Ambervue (ABN 78 611 288 923)

Approved Building Envelope Plan means the plan that is attached as Annexure A to this MCP, which forms part of this MCP, and which specifies the Building Setbacks that apply to each specific Lot to which this MCP applies (being Lots 1 to 187 (inclusive)). This may also specify other siting related matters for a particular Lot. In respect of a Building that does not require a Planning Permit, this MCP and the Approved Building Envelope Plan comprise an approved building envelope in terms of Regulations 402 and 406 of the Building Regulations.

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

Building Act means the Building Act 1993 (Vic) as amended from time to time.

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

Building Regulations means the Building Regulations 2006 (Vic) as may be amended from time to time.

Build to Boundary means a requirement indicated on the Approved Building Envelope Plan whereby a Building may be built abutting the side boundary which has a build to boundary line marked on the Approved Building Envelope Plan.

Clear to the Sky has the same meaning as that in the Building Regulations.

Control includes a restriction in terms of the Subdivision Act 1988 (Vic), an agreement under section 173 of the Planning Act, a Planning Permit, an Act or an order of a Court or tribunal, which relates to the siting of a Building.

Edge Boundary means the boundary or part of a boundary of a Lot that abuts a lot which is not shown on the Plan of Subdivision.

Finished Surface Level means the finished surface level of the ground at the time of registration of the Plan of Subdivision.

Front Street means the street or road which forms the frontage to the Lot concerned. Where there is more than one road which adjoins a Lot, or where it may otherwise be unclear, the Front Street will be the one with the greatest Setback dimension from the Lot boundary as shown on the Approved Building Envelope Plan or will be as agreed in writing by Ambervue.

Habitable Room has the same meaning as that in clause 72 of the Planning Scheme.

Height has the same meaning as that in the Building Regulations.

Lot means a lot on the Plan of Subdivision and includes a Small Lot.

MCP means this memorandum of common provisions.

Plan of Subdivision means plan of subdivision PS813464X and which incorporates this MCP.

Planning Act means the *Planning and Environment Act 1987* (Vic) as may be amended from time to time.

Planning Permit means a permit issued under the Planning Act.

Planning Scheme means the Melton Planning Scheme as applicable from time to time.

Private Open Space has the same meaning as that in the Building Regulations.

Regulation means a regulation of the Building Regulations.

Responsible Authority means the relevant responsible authority in terms of the Planning Act.

Setback means the shortest horizontal distance from a particular boundary or Building to another boundary or Building.

Side Street means a laneway, street or road which abuts a Lot other than a Front Street.

Site Coverage has the same meaning as that in the Building Regulations.

Small Lot means a Lot which has a land area of under 300 square metres, and which may be identified on the Building Envelope Plan as a Lot which is either a 'Type A' or a 'Type B' for the purposes of the Small Lot Housing Code.

Small Lot Housing Code means the planning initiative of that name designed to apply to Lots under 300 square metres and which are located within an urban growth zone (as defined in the Planning Scheme) where a precinct structure plan has been incorporated into the Planning Scheme.

2. Application of this MCP

Clause 3 of this MCP does not apply to:

- (a) a Small Lot if the requirements of the Small Lot Housing Code are met; and
- (b) any Lot that requires a Planning Permit for the construction of a Building or Buildings on that Lot.

3. Exemption from the need for report and consent of Council

3.1 General

In respect of a Building that does not require a Planning Permit, the restriction described under '**CREATION OF RESTRICTION A**' in the Plan of Subdivision exempts a proposed dwelling design which complies with this MCP from requiring the consent and report of the relevant council with regard to a design which does not comply with the Building Regulations in respect of the following:

- (a) minimum street setbacks (Regulation 409);
- (b) site coverage (Regulation 411);
- (c) permeability (Regulation 412);
- (d) side and rear setbacks (Regulation 414);
- (e) walls on boundaries (Regulation 415);
- (f) daylight to existing habitable room windows (Regulation 416);
- (g) 7 daylight to habitable room windows (Regulation 420); and
- (h) private open space (Regulation 421).

3.2 Minimum Street Setbacks (Regulation 409)

- (a) No Building shall be sited on a Lot so that it has a Setback from the Front Street which is less than the minimum Setback indicated on the Approved Building Envelope Plan.
- (b) The following may encroach into the Setback distance as required above or as indicated on the Approved Building Envelope Plan by not more than 1.5 metres for Front Streets or 1.0 metre for Side Streets:
 - (i) verandas, balconies, pergolas, porticos and porches that have a maximum Height of 9.0 metres above the Finished Surface Level; and
 - (ii) eaves, fascia and gutters, window hoods/canopies, sun blinds, shade sails and bay windows; and

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- (iii) a screening device which prevents direct overlooking.
- (c) Garages on all Lots must have a Setback of at least 5.0 metres from the Front Street.

3.3 Side and Rear Setbacks (Regulation 414)

- (a) Unless clause 3.3(b) of this MCP applies, a Building must not have a Setback from a side boundary of less than 1.0 metre unless shown otherwise on the Approved Building Envelope Plan.
- (b) A Building must not have a Setback of less than 1.0 metre from a side boundary unless that boundary is indicated with a Build to Boundary line in the Approved Building Envelope Plan, in which case for that boundary, the Building must be built with a Setback of either:
 - (i) between 0 metre and 0.20 metre; or
 - (ii) more than 1 metre; or
 - (iii) in the case where a retaining wall is built on a boundary indicated with a Build to Boundary line on the Approved Building Envelope Plan, the Building must be built with a Setback of between 0 metre and 0.35 metre.
- (c) A Building must not have a Setback from a rear boundary of less than 3.0 metres unless shown otherwise on the Approved Building Envelope Plan.
- (d) The following may encroach into the side and rear Setback distances as indicated on the Approved Building Envelope Plan by not more than 600mm:
 - (i) porches and verandas;
 - (ii) masonry chimneys;
 - (iii) sunblinds;
 - (iv) screens, but only to the extent needed to protect a neighbouring property from a direct view;
 - (v) flues and pipes;
 - (vi) domestic fuel tanks and water tanks; and
 - (vii) heating and cooling equipment and other services.
- (e) The following may encroach into the side and rear Setback distances as indicated on the Approved Building Envelope Plan:
 - (i) landings with an area of not more than 2 square metres and less than 1 metre in Height above Finished Surface Level;
 - (ii) unroofed stairways and ramps;
 - (iii) pergolas;
 - (iv) shade sails;
 - (v) eaves, fascia, gutters not more than 600mm in total width;
 - (vi) carports, walls and Buildings within the Build to Boundary zone; and
 - (vii) outbuildings not more than 12 square metres in area and 2.1 metre wall Height and 2.7 metre overall Height.
- (f) Unless specifically modified by clauses 3.3(a), 3.3(b), 3.3(c), 3.3(d) or 3.3(e) of this MCP, a Building must otherwise be set back from a side or rear boundary in accordance with Regulation 414 of the Building Regulations.

3.4 Walls on Boundaries (Regulation 415)

- (a) The Height of:
 - (i) a wall on or within 200mm of a side boundary of a Lot;
 - (ii) a carport constructed on or within 1 metre of a side boundary of a Lot and which is open on the side facing the boundary or boundaries; or
 - (iii) a wall on or within 350mm of a boundary indicated with a Build to Boundary line on the Approved Building Envelope Plan which has a retaining wall constructed on the boundary, must not exceed an average Height of 3.6 metres or a maximum Height of 4 metres above Finished Surface Level.
- (b) The length of:
 - (i) a wall on or within 200mm of a side boundary of a Lot;
 - (ii) a carport constructed on or within 1 metre of a side boundary of a Lot and which is open on the side facing the boundary or boundaries of the Lot; or
 - (iii) a wall on or within 350mm of a boundary indicated with a Build to Boundary line on the Approved Building Envelope Plan which has a retaining wall constructed on the boundary, must not exceed the greater of the following lengths:
 - (iv) 50% of the length of the boundary; and
 - (v) 15 metres per boundary.

3.5 Daylight to existing Habitable Room windows (Regulation 416)

A Building must be set back from a Habitable Room window in an existing dwelling on an adjoining Lot to provide for a light court to the window that has a minimum area of 3 square metres and a minimum dimension of 1 metre Clear to the Sky. The 1 metre Clear to the Sky distance can be achieved by including land on the adjoining Lot and is to be measured from fascia to fascia.

3.6 Daylight to Habitable Room Windows (Regulation 420)

A Habitable Room window of a Building on a Lot must face:

- (a) an outdoor space or light court with a minimum area of 3 square metres and a minimum dimension of 1 metre Clear to the Sky. For Lots over 300 square metres only, the 1 metre Clear to the Sky distance can be achieved by including land on the adjoining Lot and may be measured from fascia to fascia of an adjoining Building;
- (b) a verandah on the Lot if it is open for at least one third of its perimeter; or
- (c) a carport on the Lot if it has two or more sides open and it is open for at least one third of its perimeter.

3.7 Private Open Space (Regulation 421)

A Building on a Lot must have Private Open Space that:

- (a) is at least 25 square metres in area with a minimum dimension of 3 metres; and
- (b) has convenient access from a Habitable Room other than a bedroom.

4. Siting of a Building

- (a) Subject to clause 4(b), a Building (other than a boundary fence) on any Lot in the Plan of Subdivision with a Height above the Finished Surface Level of greater than 1.8 metres and for which the construction requires a Building Permit, must be sited within and in accordance with the Approved Building Envelope Plan. The siting of a Building within the Approved Building Envelope Plan may be subject to any further restriction or modification imposed by this MCP or any other applicable Control.
- (b) The provisions of clause 4(a) do not apply in respect of a Small Lot.

5. Small Lots

Unless the siting of all Buildings on a Small Lot are subject to a Planning Permit, any Building on a Small Lot must be sited in accordance with the Small Lot Housing Code.

6. Variation to siting

- (a) Subject to clause 6(c), Ambervue may in its absolute discretion authorise in writing the siting of a Building which does not comply with the restriction created by the Plan of Subdivision, provided that:
 - (i) the owner of the Lot also procures the written consent of the Responsible Authority to construct a Building outside of the building envelope shown on the Approved Building Envelope Plan; and
 - (ii) such siting:
 - (A) complies with the Building Regulations, including being subject to the report and consent of the relevant reporting authority in terms of the Building Regulations; or
 - (B) is subject to the siting requirements of a Planning Permit.
- (b) Approval by Ambervue pursuant to clause 6(a) will only be provided in circumstances where Ambervue in her absolute discretion considers that the siting is desirable, in terms of achieving a better planning outcome than may otherwise be achieved and will not result in any significant detriment to abutting owners or occupiers.
- (c) The provisions of clauses 6(a) and 6(b) do not apply in respect of a Small Lot.

7. Approval of house design

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MCP

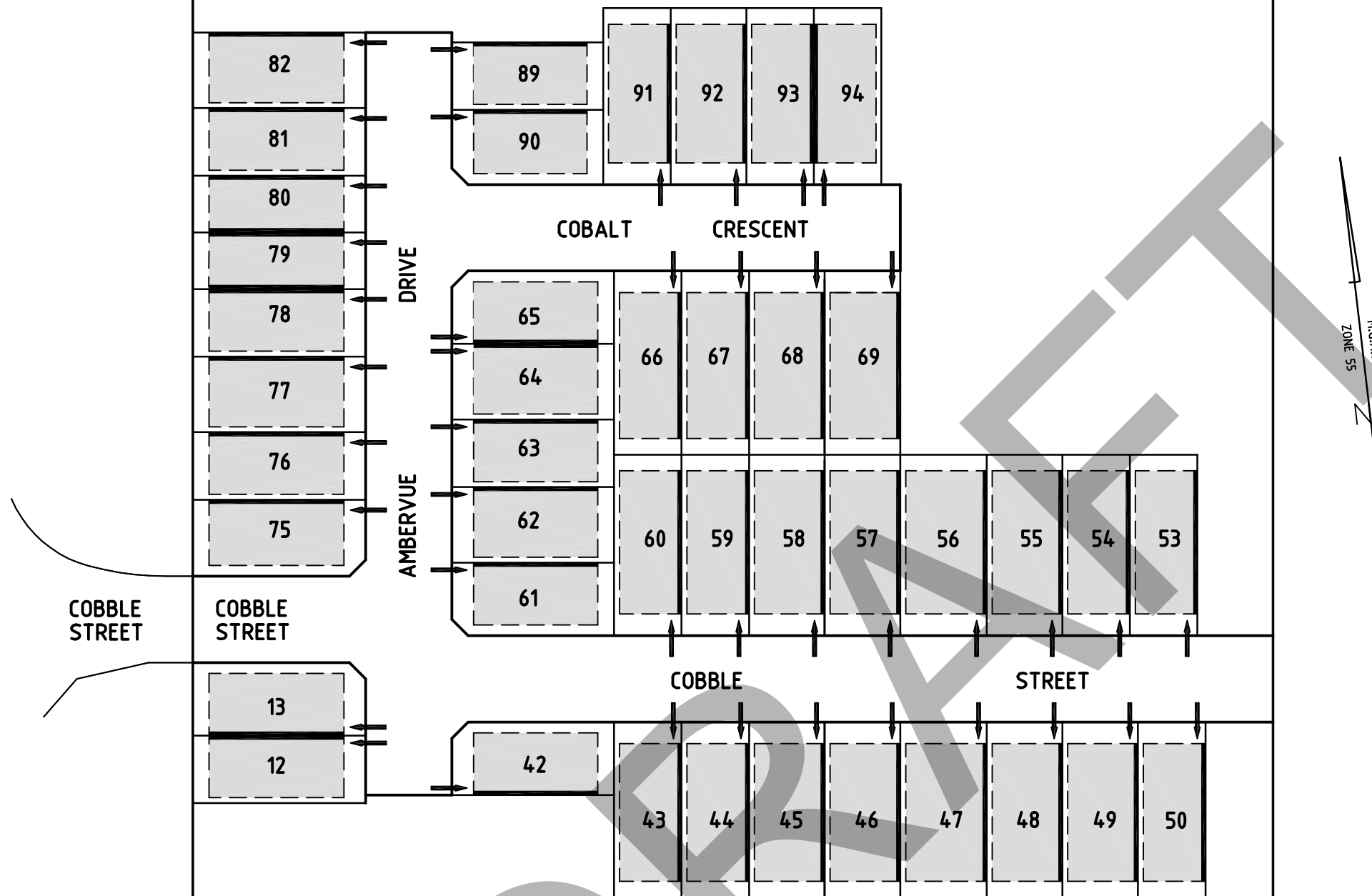
- (a) The design and siting of a Building on any Lot on the Plan of Subdivision and the change to any existing Building on any Lot on the Plan of Subdivision (where such change requires a Building Permit) must be in accordance with the design guidelines applicable to the Lots, namely 'Ambervue Home Design Guidelines', and must be approved in writing by Ambervue prior to any formal application for a Building Permit.

8. Interpretation

In this MCP, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- (c) words importing one gender include other genders;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them; and
- (f) a reference to an authority, institution, association or body (**'original entity'**) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity.

DRAFT



NOTES

This plan is the Building Envelope plan in terms of this MCP and shows the building envelopes for each particular lot.
Siting requirements for each lot must be determined by reference to this plan and the text in the MCP.

This MCP requires that a dwelling must be designed in accordance with the "Ambervue Home Design Guidelines" document included in the contract of sale documentation for a lot in the stage.

For lots 300m2 and over this MCP also provides exemptions from the need for the report and consent of the relevant council for variations from the Building Regulations in relation to the particular siting matters dealt with in the MCP, in certain circumstances.
In other cases the standard Building Regulations siting requirements will apply.

SETBACKS

The applicable minimum Setback from a boundary for a Building is as specified in the table below, subject to:

- any specific modification for a particular lot as shown in this plan.
- any requirement in the text of the MCP.
- any easements, offsets for services and other infrastructure requirements.
- the requirements of the Building Regulations where applicable.
- the requirements of the Small Lot Housing Code* where applicable.

SETBACK TABLE

FRONT STREET*	4 metres from the allotment boundary.
SIDE STREET*	2 metres from the allotment boundary.
SIDE OPEN SPACE BOUNDARY	2 metres from the allotment boundary.
SIDE BOUNDARY	1 metre from the allotment boundary.
REAR BOUNDARY	3 metres from the allotment boundary.
GARAGES	5 metres from the allotment boundary.
BUILD TO BOUNDARY*	Shown by a heavy black line on a side boundary. The building must be built: - on or within 0.20m from the allotment boundary. or - more than 1m from the allotment boundary.

* Term defined in text of MCP

AMBERVUE ESTATE
STAGE 2 PS813464X
Page 1 of 1
BUILDING ENVELOPE PLAN

REVISIONS

Rev	Issued	Description
A	24.08.2017	INITIAL ISSUE

LEGEND

- Minimum building setback from lot boundary.
- ➔ Required driveway access location.
- Build to Boundary line.

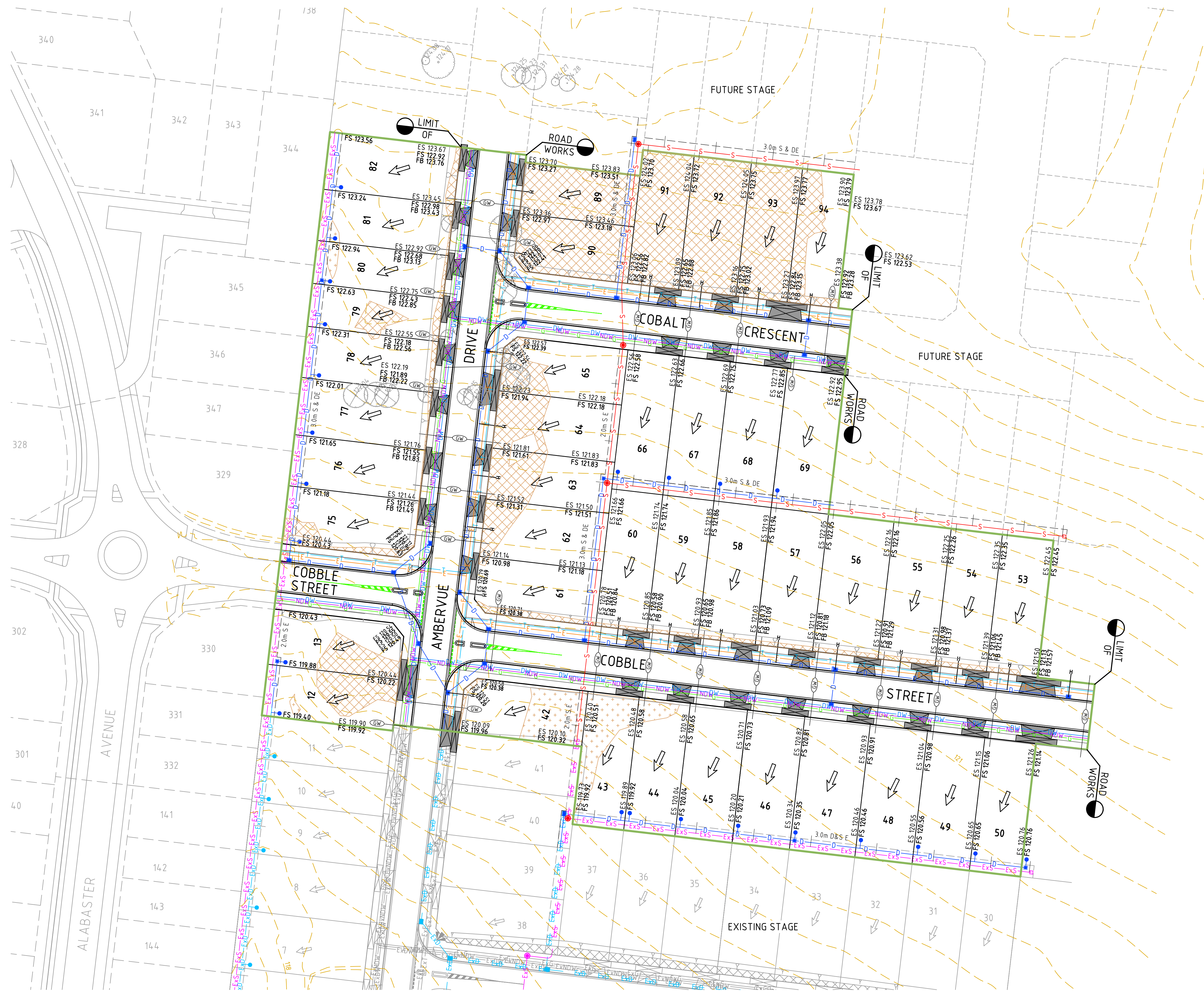
LOT IDENTIFIERS

- A Lot "Type A" for the purposes of the Small Lot Housing Code*.
- B Lot "Type B" for the purposes of the Small Lot Housing Code*.



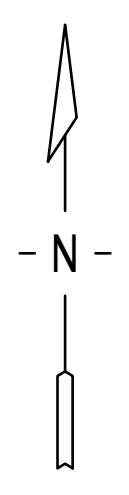
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Paroissien Grant & Associates Pty. Ltd.
Ref: S17024

CHECKED WHM
REVISION A
ISSUED
23.08.2017
NOT TO SCALE



LEGEND

- LOT FALL
- ES118.32 EXISTING SURFACE LEVEL
- FS118.32 FINISHED SURFACE LEVEL
- FB118.32 FINISHED BATTER LEVEL
- PERMANENT SURVEY MARK
- TEMPORARY BENCH MARK
- DEVELOPMENT SITE BOUNDARY
- STAGE BOUNDARY
- PROPOSED BATTER
- PROPOSED VEHICLE CROSSING AND FOOTPATH
- PROPOSED GAS
- PROPOSED DRAIN
- PROPOSED DRINKING WATER
- PROPOSED NON-DRINKING WATER
- PROPOSED ELECTRICITY
- PROPOSED TELCO
- PROPOSED SEWER MAIN AND PROPERTY CONNECTION
- PROPOSED GAS/WATER CONDUIT
- EXISTING GAS
- EXISTING DRAIN
- EXISTING DRINKING WATER
- EXISTING NON DRINKING WATER
- EXISTING ELECTRICITY
- EXISTING TELCO
- EXISTING SEWER
- HOUSE DRAIN (FRONT)
- HOUSE DRAIN (REAR)
- FILL+200mm
- CUT+150mm
- EXISTING TREE TO BE REMOVED



WARNING
 BEWARE OF UNDERGROUND SERVICES
 THE LOCATIONS OF UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHOULD BE PROVEN ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN. A DBYD ENQUIRY ON 1100 MUST BE MADE BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORKS.

WARNING
 ANY DESIGN SURFACE LEVELS SHOWN ARE PRELIMINARY ONLY AND SUBJECT TO FINAL DETAIL DESIGN, DO NOT USE FOR CONSTRUCTION

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DRAWN: T.CANAVAN			
DESIGNED: J.ZHENG			
APPROVED: A.LIM			
A	PRELIMINARY ISSUE	A.L.	31.08.17
REV	DESCRIPTION	APPROVED	DATE

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CLIENT:

AMBERVUE
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 BRIDGE ROAD,
 COBBLEBANK VIC

verve
 Level 1, 173 Burke Road, Glen Iris VIC 3146
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COUNCIL: MELTON CITY COUNCIL

PROJECT: **AMBERVUE STAGE 2 MELTON SOUTH**

TITLE: **CONTRACT PLAN**

ISSUE: **PRELIMINARY ISSUE**

MELWAY REF: **343 D5**

PROJECT No: **16403-02**

DWG No: **CP-100**

REVISION: **A**



AMBERVUE



HOME DESIGN GUIDELINES

1.0 Estate Vision

Ambervue is an exciting new residential community within the heart of one of Melbourne's newest suburbs, Cobblebank. Being perfectly positioned within extensive parklands and natural surrounds, Ambervue is designed to provide the ideal lifestyle balance. It is conveniently located within easy access to local transport, sought after sporting and recreational facilities, schools, shopping precincts and much more. Your new life in your new home at Ambervue will be all you imagined and more.

2.0 Purpose of Guidelines

The Ambervue Home Design Guidelines ('Guidelines') have been developed to create a valued and cohesive vision for our Ambervue community. The Guidelines serve to enhance your lifestyle and protect your interests and investment. They provide a framework to help ensure all homes are built to a high standard whilst encouraging a variety of housing styles that integrate harmoniously with the streetscape.

The Guidelines are included as part of your Contract of Sale and apply in addition to any other statutory requirements. By purchasing an allotment within Ambervue, you are making a commitment, not only the Developer but also to each of your neighbours and the community that you acknowledge, and will maintain Ambervue's vision presented through these Guidelines.

3.0 Approval Process

A design proposal for every home within the Ambervue development must be submitted to the Ambervue Design Review Panel ('ADRP') for approval. Design approval does not replace the need for a building permit. Design approval from the ADRP is required prior to obtaining any relevant building approvals.

These design guidelines have been written to promote innovation, allow flexibility and set a minimum design outcome; however from time to time suitable alternative designs may deviate from specific requirements of this document. In certain circumstances, at the absolute discretion of ADRP, certain clauses may be relaxed in order to achieve an outcome that in the view of ADRP achieves an acceptable outcome.

The Guidelines may be amended from time to time at the discretion of the ADRP to reflect changes in design trends or to coincide with later stage releases.

The home design approval process is outlined on the following page.



**STEP 1:
Designing your
home**

Your home design needs to comply with the requirements outlined in the relevant Building Envelope Plan and Memorandum of Common Provisions for your lot; the Design Guidelines within this document, and the Building Regulations of Victoria,

**STEP 2:
Submission of
house plans**

Submit house plans to Ambervue within 12 months after settlement of your land purchase. Refer to 'Design Approval Form and Checklist' on page 9 for information on what must be included in the application.

**STEP 3:
Design
Approval**

Within 2 to 4 weeks you will receive written approval and a stamped set of plans indicating design approval. You may be asked to adjust and resubmit plans if the design guidelines have not been fully met.

**STEP 4:
Building
Permit**

Submit a copy of your approved plans to the Building Surveyor for approval against the MCP and Building Regulations. A Building Permit will be issued following approval.

**STEP 5:
Construction**




Within 18 months of settlement of your land, construction of your new home must commence. Construction, should be completed within 30 months of settlement. An acceptable standard of maintenance and tidiness should be adhered to.

**STEP 6:
Occupancy
Certificate**

Prior to moving into your new home an Occupancy Certificate must be obtained from your building surveyor. Front yards and nature strips must be landscaped, and driveways completed within 6 months of moving in.







4.0 Siting of your Home

-  Your home must comply with the setbacks shown on your Building Envelope Plan which forms part of your Contract of Sale.
-  Only one dwelling is permitted per Lot, unless otherwise approved by the ADRP and Melton City Council
-  Lots under 300sqm will be identified as either Type A or Type B on the Building Envelope Plan or the Plan of Subdivision. The Small Lot Housing Code ('SLHC'), prepared by the

Victorian Planning Authority shall apply to these Lots. Homes built on Lots subject to the SLHC do not require a planning permit, provided the design complies with the SLHC requirements. A Building Permit is still required to be attained and home designs are still subject to these Guidelines. Where there is a conflict between the requirements of these Guidelines and the SLHC, the SLHC shall take precedence. Note, the ADRP will not assess proposals against the requirements of the SLHC.





5.0 Designing your Home

5.1 Façade Design

-  Front entries should be clearly visible from the street and should include protruding elements such as a verandah, to reinforce the dwelling's sense of address.
-  Habitable rooms should be located on the primary façade to provide a clear view to the primary streetscape.
-  Where the dwelling incorporates a masonry façade, the window and door lintels and surrounds must be finished in the same masonry where the façade is visible to the public realm. The use of light-weight in-fill panels in this instance is not acceptable. Light-weight infills above garage doors must match the colour of the garage door
-  With the exception of designated integrated housing developments, a dwelling must avoid replicating an

identical façade of a dwelling within three Lots in either direction on the same side of the street or within three Lots on the opposite side of the street.

5.2 Corner Dwellings

-  Materials and articulation treatments used on a corner dwelling's front facade should continue onto other facades facing the secondary streetscape
-  Appropriate corner lot façade features will be individually assessed by the ADRP.
-  Corner dwellings should include a habitable room with a clear view to secondary streetscapes.
-  Lots 1 and 14 should achieve an appropriate gateway built form response that ensure a strong built form edge and sense of arrival.



5.3 Colour, Materials & Finishes

- 🏠 Bright or fluorescent colours are not supported, unless they are deemed complementary to the design and palette of the dwelling.
- 🏠 All ancillary items such as balconies, posts, verandahs, porticos, pergolas, balustrades, down pipes and gutters and other minor architectural detailing items must be of a similar colour to one of the selected façade colours
- 🏠 Support is generally provided for a colour palette of visually interesting muted neutral tones and materials which will enhance the streetscape and reflect the natural environment.



- 🏠 Dwelling facades may incorporate a maximum of 75% total wall coverage (excluding windows/openings) of any one material. Facades which have a total wall coverage greater than 75% of any one material may be permitted where they provide increased articulation through a substantial verandah, varied roof form and colours of columns/pillars, and

general recessed and protruding elements in the built form.










- 🏠 Unfinished materials including block work, highly reflective or unpainted materials are not permitted. All external surfaces are to be in a finished state (painted or coated) prior to occupation.

5.4 Roofs







- 🏠 Roof forms must generally be pitched with some flat elements permitted where box guttering is hidden from the street view. Alternative roof forms can be considered subject to design assessment.
- 🏠 All pitched roofs to dwellings must incorporate a minimum eave of 450mm to the front façade and wrap around a minimum of 3m from a publicly visible frontage.
- 🏠 Corner dwellings with a pitched roof must incorporate a continuous eave with a minimum of 450mm overhang on the primary and secondary street frontages, or any frontage to a public open space
- 🏠 Eaves with a minimum overhang of 450mm are required to extend over garage doors but not to sections of facade finished to a boundary or parapet.
- 🏠 If a dwelling incorporates pitched (gable/hipped) roofs, the pitch must be a minimum of 22 degrees.
- 🏠 If a dwelling incorporates skillion roofs, the roof pitch should be between 7 degrees and 15 degrees.



6.0 Garages


-  Each dwelling must have a garage. Carports visible from the public realm are not permitted
-  The architectural character of garages should adopt the same roofline as the dwelling
-  Lots with frontages equal to or greater than 12.5m should incorporate a double garage
-  Lots with frontages less than 12.5m must incorporate (as a minimum) a single car garage with an additional area available on the Lot to park a second car.
-  Triple garages are discouraged. They will only be permitted on lots with primary frontages 18m and above, or on corner lots with primary frontages 20m and above. Triple garages must comprise either one double and one single garage element or three single garage elements with a column /pillar dividing at least two of the elements.
-  Garages must be set back a minimum of 500mm from the front façade to limit impressions of garage dominance.
-  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.
-  Panel lift or sectional garage doors are required to the front of the garage. Roller doors must not be used where visible from the street.
-  For corner dwellings, garages must not be located on the corner where the primary and secondary frontages meet.

7.0 Driveways





-  The driveway must be completed within six months of obtaining your Occupancy Certificate
-  Only one driveway is permissible per Lot, with the exception of corner Lots, subject to approval from ADRP and Melton City Council
-  Driveway paving must be finished in a hard surface material such as concrete, exposed aggregate
-  concrete, stone pavers or concrete pavers.
-  The driveway should not exceed the width of the garage opening and must taper to match the width of the crossover constructed at your front property boundary.
-  The driveway must be offset a minimum of 300mm from the side boundary.







8.0 Fencing

-  All fencing is subject to Council requirements.


8.1 Side and Rear Fencing:

-  Side and Rear Fencing must be a maximum of 1.8 metres in height above the natural ground level and constructed from pre-painted metal posts, rails and sheets (such as Colorbond or similar approved) and without any feature panels. Fencing colour shall be 'Woodland Grey' (or equivalent).
-  Side fencing must finish at least 1m behind the front building line of the home and return to the side wall of the home. The return shall be constructed from the same material as the side fencing. Side gates must also be constructed of the same material as the side fence and have a maximum height of 1.8m.
-  Where a front fence is proposed, the side fence height must either taper or drop at the front building line of the home to the 1.2m maximum front fence height (1.0m for corner lots).
-  Fencing that abuts Bridge Road shall have a maximum height of 1.5m with transparent fencing required for any fencing between 1.2 metres and 1.5 metres in height

6.2 Corner Fencing

-  Fencing on corner Lots must be a maximum of 1.8 metres in height above the natural ground level and constructed from pre-painted metal posts, rails and sheets (such as Colorbond or similar approved) and without any feature panels. Fencing colour shall be 'Woodland Grey' (or equivalent).
-  Privacy fencing must finish at least 4m behind the front building line and return to the side wall of the home. Where a front fence is proposed, this must return along the secondary frontage to this point
-  Front fences of no more than 1.2m in height are permitted subject to being largely transparent (ie.50% or more) in construction. Where a front fence is to be constructed on a corner lot, the maximum height is 1m and it must turnaround and extend to meet the side fence. Low masonry walls which complement the home may also be permitted, provided they are no greater than 0.9m in height.
-  Fencing must be constructed within 30 days of the issue of the Occupancy Permit

9.0 Landscaping

-  A minimum softscape area of 60% of the total front garden area is to be installed. The softscape should consist of turf, garden beds and permeable surface materials including decorative

stone aggregate or pebbles. Impermeable hard surface materials must not exceed 40% of the front garden area including the driveway and front path.



- 🏠 At least 30% of the softscape area should consist of planted garden bed.
- 🏠 Front gardens should be planted with a minimum of one canopy tree per standard residential lot frontage combined with lower scale planting. The canopy tree should have a minimum mature height of 4m.
- 🏠 On corner lots, planting including trees and shrubs should be provided to both street frontages.
- 🏠 Grass and/or any planting of the adjacent nature strip must be completed as part of your landscaping.
- 🏠 Select plants that are suitable for your lifestyle, the local climate and your Lot. Refer to Melton City Council's Landscaping Design Guidelines for ideas and recommendations.
- 🏠 Landscaping must be completed within 6 months of obtaining your Occupancy Certificate.

10.0 Services, Outbuildings and Miscellaneous

- 🏠 All homes within Ambervue will be provided with access to Class 'A' recycled water. Homes must incorporate recycled water plumbing for toilet flushing and garden watering use.
- 🏠 Meter boxes and gas meters shall be located in the least visually obtrusive location from public view.
- 🏠 Roof mounted building services must be located away from the streetscape or appropriately concealed by a parapet or roof structure that is a part of the overall dwelling design.
- 🏠 Satellite dishes, television antennae, clothes lines, hot water services, water tanks, garbage bins must be located away from direct view lines from the street or public realm.
- 🏠 Retaining walls must not exceed 1.2m in height unless they are terraced or sloped back to allow for landscaping to break up the overall height of the wall.
- 🏠 Detached garages, sheds or ancillary storage of boats, caravans, containers, trucks etc must not be visible from the public realm.



11.0 Design Approval Form and Checklist

Lot No. & Street:

Owners Name:

Contact Number:

Email:

Postal Address:

Builder:

Contact Name:

Contact Number:

Email:

Postal Address:

Applicants Details: (if different)

Contact Name:

Contact Number:

Email:

Postal Address:

Preferred Contact:

Building Details:

Storeys/Levels:

Bedrooms:

Bathrooms:

Area (m²)

No. of car spaces:



Documentation required to be submitted for approval to the AmberVue Design Review Panel

- Site Plan @ 1:200 min scale**, including all boundary setback dimensions, total site coverage and floor areas, site contours, north point, easements, vehicle crossover, driveway and other non-permeable surfaces, fencing details, ancillary items and services, any proposed outbuildings and details of any proposed earthworks, retaining walls or similar.
- Floor Plans @ 1:100 min scale**, including north point, dwelling area calculation indicating all rooms, windows, external doors and key dimensions, eaves, nominated floor levels and any proposed ancillary items and services
- Elevations @ 1:100 min scale** indicating all wall and building heights, external materials and finishes, ancillary items and services, and any proposed earthworks, retaining walls or similar
- Colour and material selection** detailing all external items, including brand names, profiles, colour names and swatches (where possible).

All documents must be emailed in PDF format to ambervuedrp@ambervue.com.au
Applications cannot be assessed until all of the above information is available. No facsimile submissions will be accepted. The ADRP also reserves the right to request further information. It is the responsibility of the owner to ensure that the proposed building works comply with all Local Council and State Government requirements.

I/we certify that the information in the attached application is a true and accurate representation of the home I/we intend to construct. In the event that changes are made to the proposed plans, I/we will undertake to re-submit this application for approval or any changes.

Signed: _____ Dated: _____

Signed: _____ Dated: _____



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1300 845 300

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