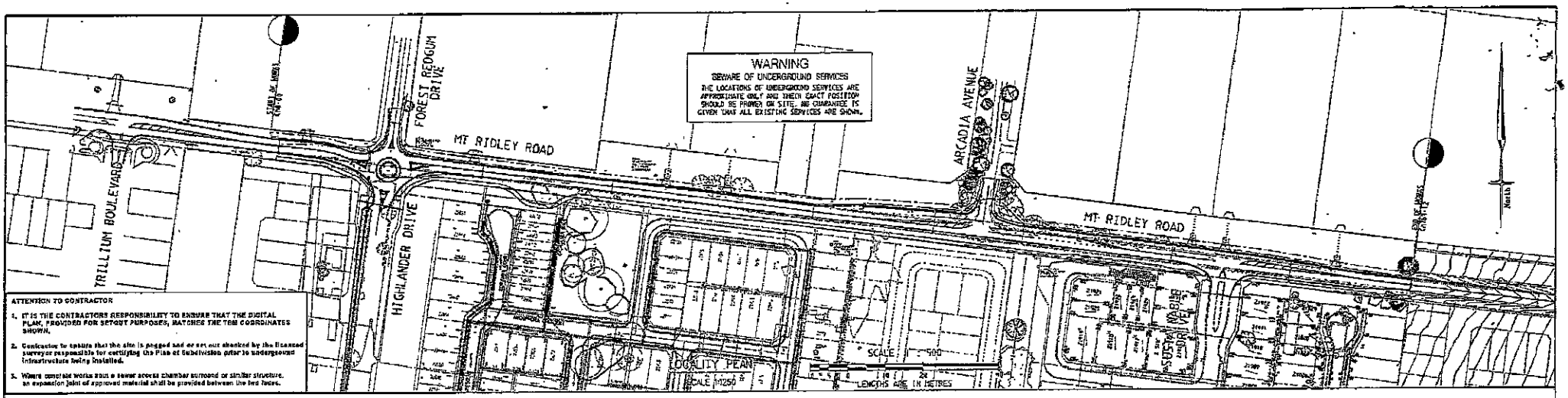


ATTENTION TO CONTRACTOR

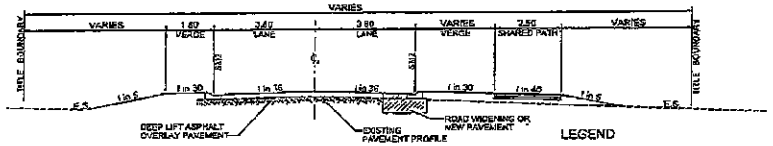
1. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT THE DIGITAL PLAN, PROVIDED FOR SETOUT PURPOSES, MATCHES THE TBM COORDINATES SHOWN.
2. Contractor to ensure that the site is pegged and or set out checked by the licensed surveyor responsible for certifying the Plan of Subdivision prior to underground infrastructure being installed.
3. Where concrete works abut a sewer access chamber surround or similar structure, an expansion joint of approved material shall be provided between the two faces.

NOTES

1. ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH HPA AND HUME CITY COUNCIL STANDARD DRAWINGS, SPECIFICATIONS, APPROVED PLANS AND TO THE SATISFACTION OF THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.
2. COUNCIL TO BE NOTIFIED WITHIN (7) CLEAR WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORKS WITH A PRECONSTRUCTION MEETING BEING HELD BETWEEN HUME CITY COUNCIL, THE DEVELOPER'S CONSULTANT AND THE CONTRACTOR BEFORE WORKS COMMENCE. A SITE MANAGEMENT PLAN IS TO BE SUBMITTED PRIOR TO COMMENCEMENT OF WORKS AND FORM TO AN ONSITE PRECONSTRUCTION MEETING.
3. PRIOR TO COMMENCEMENT OF THE WORKS, THE CONTRACTOR SHALL PROVIDE THE FOLLOWING INFORMATION:
   a) SOURCE OF QUARRY MATERIAL
   b) N.A.T.A. APPROVED TEST RESULTS FOR THE F.C.B. THAT IS TO BE USED
   c) IF THE SOURCE OF THE QUARRY PRODUCT IS CHANGED DURING THE COURSE OF THE WORKS, THEN NEW TEST RESULTS SHALL BE PROVIDED.
4. PRIOR TO COMMENCEMENT OF WORKS ON SITE, THE CONTRACTOR MUST ENSURE THAT ALL MATTERS RELATING TO THE OCCUPATIONAL HEALTH AND SAFETY ACT 2004 AND THE REGULATIONS 2007 HAVE BEEN AND WILL BE COMPLIED WITH.
5. PRIOR TO COMMENCEMENT OF WORKS, THE CONTRACTOR MUST SUBMIT A SMP TO THE DEVELOPER'S CONSULTANT FOR APPROVAL. THE CONTRACTOR MUST COMPLY WITH THE RECOMMENDATIONS OF THE ENVIRONMENT PROTECTION AUTHORITY PUBLICATION 960 'EPA "CONSTRUCTION TECHNIQUES FOR SEDIMENT POLLUTION CONTROL" AND ANY SITING ENVIRONMENTAL MANAGEMENT PLANS. A 3.0 APPROPRIATE SILTATION CONTROL IS TO BE MAINTAINED THROUGHOUT THE CONSTRUCTION AND MAINTENANCE PERIOD OF THE WORKS.
6. THE DISPOSAL SITE FOR SPOIL REMOVAL FROM SITE AND TRUCK ROUTE IS TO BE SUBMITTED TO AND APPROVED BY THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORKS.
7. WHERE WORKS ARE IN THE VICINITY OF EXISTING SERVICES, THESE SERVICES ARE TO BE LOCATED AND EXPOSED/PROVED PRIOR TO COMMENCEMENT OF WORKS, AND THE RELEVANT AUTHORITIES NOTIFIED WITHIN (3) CLEAR DAYS PRIOR TO THE COMMENCEMENT OF THE WORKS.
8. ALL DIMENSIONS ARE IN METRES UNLESS NOTED OTHERWISE.
9. ALL LEVELS ARE TO AUSTRALIAN HEIGHT DATUM (AHD).
10. ALL CO-ORDINATES ARE TO MGA2020 MTS ZONE55 LOCAL COORDINATES.
11. THE CONTRACTOR MUST ARRANGE THE MANDATORY INSPECTIONS OF THE WORKS WITH THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE AS PER THE HOLD POINTS IN THE HPA MANUAL AND HUME CITY COUNCIL SPECIFICATIONS.
12. FILL AREAS TO BE STRIPPED OF TOPSOIL. FILLED AND TOPSOIL REPLACED TO OBTAIN FINAL FILL LEVELS AS SHOWN ON PLAN. FILLING IS TO BE CLEAN CLAY COMPACTED TO A DENSITY NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY VALUE DETERMINED BY THE STANDARD COMPACTION TEST IN ACCORDANCE WITH A.S.1289.5.1.1-2003.
13. FILLING TO COMPLY WITH A.S.3798-2007. LEVEL 1 UNLESS SPECIFIED OTHERWISE.
14. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL IMPORTED FILL MATERIAL, INCLUDING TOPSOIL, SATISFIES THE DESCRIPTION FOR CLEAN FILL MATERIAL IN EPA BULLETIN PUBLICATION NO 448 (SEPT '13) AND SUBSEQUENT REVISIONS. THE CONTRACTOR SHALL IF REQUIRED PROVIDE VERIFICATION INCLUDING TEST CERTIFICATES TO THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.
15. WHERE, AS A CONDITION OF THE PLANNING PERMIT OR AS A RESULT OF THE PRE-CONSTRUCTION MEETING, FENCING OF AREAS CONTAINING TREES, ANDIOR CREEKS AND DRAINS IS REQUIRED, A THREE STRAND STAR PICKET AND WIRE FENCE SHALL BE CONSTRUCTED.
16. NO TREE OR NATIVE VEGETATION IS TO BE DISTURBED OR REMOVED WITHOUT PRIOR APPROVAL FROM COUNCIL'S SUSTAINABLE ENVIRONMENT DEPARTMENT. ANY TREES REMOVED, VEGETATION OR OTHER MATERIALS ARE NOT TO BE BURNT ON SITE.
17. BEFORE COMMENCING WORK ON TREWORKS IN EXCESS OF 1.5M DEEP, NOTICE OF SUCH PROPOSAL IS TO BE FORWARDED BY THE CONTRACTOR TO WORKSAFE VICTORIA.
18. THE CONTRACTOR IS TO OBTAIN A BUILDING PERMIT FOR ANY STRUCTURES/FENCES AND ANY RETAINING WALLS OVER 1.0m IN HEIGHT.
19. ANY INFRASTRUCTURE DAMAGE DURING THE DEFECTS LIABILITY PERIOD IS THE RESPONSIBILITY OF THE DEVELOPER OR HIS REPRESENTATIVE AND IS TO BE REINSTATED TO THE SATISFACTION OF THE CHIEF EXECUTIVE OFFICER OR HIS REPRESENTATIVE.
20. PRIOR TO STATEMENT OF COMPLIANCE ALL DISTURBED AREAS (INCLUDING NATURE STRIPS, MEDIANS, ALIGNMENTS WITH GRADES OF 1:6 AND GREATER, AND RESERVES) ARE TO BE REINSTATED TO A CLEAN, EASY CONDITION, TOP DRESSED 100mm (MIN) TOP SOIL FREE OF RUBBISH, BUILDERS CLIPPS, SIGNS AND CLAY LUMPS. LIGHTLY COMPACTED AND HYDRO MULCHED WITH A SEED MIX OF VICTORIA BIDUPU, 20KG/HA PERM TYPE WOMBARAL 4YE, 10KG/HA CREEPING RED FESCUE AND 1 KG/HA OF CELLULOSE FIBRE, AND A SOIL BINDER (ECOTICALLY MANUFACTURED FOR HYDROSEEDING, USED AT MANUFACTURERS RECOMMENDED RATES.) (E.G. ORGANIC GUARD TACKIFIERS # 2P-TERRATEN, BASED UPON SITE CONDITIONS). PLEASE NOTE BITUMEN BINDERS ARE NOT ACCEPTED BY COUNCIL.
    GRASS TO BE ESTABLISHED PRIOR TO THE END OF THE MAINTENANCE PERIOD, UNLESS OTHERWISE AGREED IN WRITING.
21. CENTRELINES ARE TO BE 10mm OFFSET FROM TITLE BOUNDARIES UNLESS NOTED OTHERWISE. VEHICLE CROSSING ALIGNMENTS ARE GENERALLY TO BE PARALLEL TO THE SIDE BOUNDARY.
22. ALL NEW CONCRETE WORKS SHALL BE JOINED INTO ABUTTING EXISTING CONCRETE WITH N.S.R.m LONG N.S.R. DOWEL BARS @ N.S.R. CENTRES, UNLESS OTHERWISE SPECIFIED.
23. SERVICE CONDUITS TRENCHED UNDER DRIVEWAYS AND FOOTPATHS ARE TO BE 100D P.V.C. LAYED 150mm BELOW AND EXTENDING 300mm BACK SIDE OF DRIVEWAYS/FOOTPATHS.
    ALL SERVICE CONDUITS TRENCHED UNDER ROAD PAVEMENTS ARE TO BE BACKFILLED WITH 5% CEMENT TREATED CLASS 3 CRUSHED ROCK COMPACTED TO A DENSITY NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY VALUE DETERMINED BY THE MODIFIED COMPACTION TEST IN ACCORDANCE WITH A.S 1289 5.2.1-2003. ALL SERVICE CONDUITS TRENCHES UNDER FOOTPATHS, VEHICULAR CROSSINGS, PARKING BAYS AND WITHIN 750MM OF PAVEMENT EDGE TO BE BACKFILLED WITH CLASS 1 CRUSHED ROCK.
24. ALL STORMWATER 300mm TO BE CLASS 2 R.C. OR RIBBED R.R.J.C. PIPES WITH AROL FLEXIBLE COLLARS UNLESS NOTED OTHERWISE. ALL PIPES UP TO & INCLUDING 750mm DIA. ARE TO BE RUBBER RING JOINED. INTERLOCKING/FLUSH JOINED WITH EXTERNAL BANDS CAN ONLY BE USED ON PIPE SIZES OVER 750mm DIA.
25. WHERE NEW ASPHALT, CONCRETE K & C, PATHS AND DRIVEWAYS MEET INTO EXISTING, THE EXISTING SURFACE IS TO BE SAW CUT AND MATCHED NEATLY.
26. ALL REDUNDANT ASSETS ARE TO BE REMOVED AND DISPOSED OFF SITE.
27. ALL KERBS AND CHANNELS ARE TO BE RETAINED UNLESS OTHERWISE SHOWN TO BE REMOVED BY THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.
28. AT THE COMPLETION OF ALL WORKS, ALL RUBBISH, DEBRIS AND SURPLUS SPOIL SHALL BE REMOVED AND THE SITE SHALL BE CLEANED TO THE SATISFACTION OF THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.
29. ALL DRAINS BEHIND KERB AND CHANNEL SHALL BE BACKFILLED TO ENTIRE PAVEMENT SUBGRADE LEVEL WITH 20mm CLASS 2 R.C.C.A. COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY VALUE DETERMINED BY THE MODIFIED COMPACTION TEST IN ACCORDANCE WITH A.S 1289 5.2.1-2003. ALL DRAINS, SEWERS, GAS & WATER MAINS LAID THROUGH THE ROAD PAVEMENT (EXCEPT TRANSVERSE ARE TO BE BACKFILLED WITH 20mm CLASS 2 R.C.C.A. COMPACTED TO 98% OF THE MODIFIED DRY DENSITY VALUE DETERMINED BY THE MODIFIED COMPACTION TEST IN ACCORDANCE WITH A.S.1289.5.2.1-2003.
30. EARTHWORK DEPTH SPECIFIED IS A MINIMUM DEPTH AND MAY BE VARIED BY THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE. SOFT SPOTS SHALL BE EXCAVATED TO A FIRM ROLLED BASE, AND BACKFILLED WITH APPROVED MATERIAL COMPACTED IN 150mm LAYERS TO ACHIEVE TO A DENSITY NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY VALUE DETERMINED BY THE STANDARD COMPACTION TEST IN ACCORDANCE WITH A.S.1289 5.1.1-2007.
31. ALL EXISTING ASSETS AFFECTED BY THE WORKS (STEPS, VEHICLE CROSSINGS, FOOTPATHS, KERB AND CHANNELLING) SHALL BE REINSTATED BY THE CONTRACTOR PRIOR TO THE COMPLETION OF THE WORKS TO THE SATISFACTION OF THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.
32. ALL FIRE HYDRANTS ARE TO BE MARKED IN ACCORDANCE WITH "IDENTIFICATION OF STREET HYDRANTS FOR FIREFIGHTING PURPOSES" PUBLICATION DEVELOPED BY C.F.A., M.F.E.S.B., & M.F.E.U. MARKINGS TO BE VIA BLUE PAVEMENT MARKER AND A RED TOPPED 1 METRE POST.
33. KERB TRANSITIONS, RAMPS AND TGSI ARE TO BE PLACED AROUND ALL KERB AND CHANNEL, KERB ONLY AND EDGE STRIPS IN ACCORDANCE WITH STANDARD DRAWINGS SD6010 2&3 AND SD6041.
34. ALL TABLE DRAINS AND VERGES ARE TO BE REINSTATED UPON COMPLETION OF WORKS TO THE SATISFACTION OF THE CHIEF EXECUTIVE OFFICER AND/OR THEIR REPRESENTATIVE.
35. ALL TRAFFIC CONTROL MEASURES, SIGNS AND LINEMARKING SHALL BE IN ACCORDANCE WITH A.S.1742 – 1. 2 & 3. STREET NAME SIGNS ARE TO BE IN ACCORDANCE WITH STANDARD DRAWING SD1018 AND TO BE MOUNTED ON STREET LIGHT POLES WHERE POSSIBLE.
36. ALL LINEMARKING PAINT SHALL BE LONG LIFE TYPE IN ACCORDANCE WITH SECTION 916 OF THE HUME CITY COUNCIL SPECIFICATIONS. LATERAL MARKS AND ARROWS BEING COLD APPLIED PLASTIC TROWELLED INTO PLACE (MATERIAL DETAILED AS PLASTIC LINE) AND LONGITUDINAL LINES BEING EXTRUDED THERMOPLASTIC MATERIAL.
37. ALL SIGNS TO BE CLASS 1 HIGH INTENSITY TYPE AND TO COMPLY WITH THE REQUIREMENTS OF A.S.1743-2001.
38. DRAINAGE AND PITS TO BE SET OUT FROM OFFSETS SHOWN RATHER THAN FROM CENTRELINE PIPE CHAINAGES. CENTRELINE OF PITS AT KERB T.P.'S TO BE N.S.m OFF T.P.
39. BATTERS SHALL BE 1 IN 6 FOR FILL AND 1 IN 4 FOR CUT UNLESS OTHERWISE SHOWN.
40. TELSTRA/NBN TO BE NOTIFIED SIXTEEN (16) DAYS PRIOR TO CONCRETE WORKS BEING PLACED.
41. LOCATION OF GAS, WATER AND TELSTRA/NBN TO CONDUITS ARE TO BE APPROPRIATELY MARKED ON THE FACE OF THE KERB AND CHANNEL WITH G, W, T AND O RESPECTIVELY. ALL CONDUITS ENDS SHALL BE SECURELY PLUGGED. TELSTRA/NBN TO, GAS & WATER CONDUITS TO BE 40mm CLASS 12 UPVC.
42. CONTRACTOR SHALL ERECT AND MAINTAIN ALL NECESSARY SIGNAGE, FLAGGING, STRUTTING AND DIVERTING DEVICES, BARRICADES, LIGHTS, ETC. NECESSARY TO KEEP THE WORKS IN A SAFE AND STABLE CONDITION AND PROTECT THE PUBLIC FROM THE WORKS.
43. ALL CONCRETE TO BE 25MPa UNLESS OTHERWISE SPECIFIED.
44. TRAFFIC ISLAND SPLITTER ISLANDS SHOWN THUS [CA -] TO CONSIST OF:
    a) 200mm DEPTH REINFORCED 10/10/3 CONCRETE PAVERS
    b) 100mm DEPTH FOR ADJOINING
45. CONCRETE DRIVES TO CONSIST OF:
    a) 150mm DEPTH REINFORCED 10/10/3 CONCRETE 170MPa.
    b) 100mm COMPACTED DEPTH OF 20mm CLASS 3 P.C.R.
46. THE CONTRACTOR MUST COMPLETE A LEVEL CHECK BETWEEN ALL TBM'S TO VERIFY LEVEL VALUES BEFORE COMMENCEMENT OF WORKS. ALL TBM'S AND CONTROL POINTS ARE TO BE PROTECTED AND PROTECTED AT ALL TIMES DURING CONSTRUCTION. SHOULD ANY MARKS BE DISTURBED, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE DEVELOPER'S CONSULTANT TO ARRANGE RE-INSTATEMENT AT THE CONTRACTORS EXPENSE
47. SPEAR POINT A CHANNEL TO BE USED IN MT RIDLEY ROAD.
48. STANDARD FOOTPATH AS PER EDCM 980 & TO CONSIST OF:
    a) 125mm CONCRETE (25MPa) REINFORCED WITH SL72 MESH PLACED WITH 40mm TOP COVER.
    b) 40mm THICK, 20mm NOMINAL SIZE CLASS 1 PCR COMPACTED TO 98%.
49. SHARED FOOTPATH AS PER EDCM 980 & TO CONSIST OF:
    a) 175mm CONCRETE (25MPa) REINFORCED WITH SL72 MESH PLACED WITH 40mm TOP COVER.
    b) 40mm THICK, 20mm NOMINAL SIZE CLASS 1 PCR COMPACTED TO 98%.
50. PAVEMENT TO CONSIST OF: MT RIDLEY ROAD PAVEMENT OVERLAY:
    [CBR 18.1 for CH761.12 Depth 245mm]:
    a) 40mm COMPACTED DEPTH OF 14mm TYPE H ASPHALT WITH C320 BINDER.
    b) 85mm COMPACTED DEPTH OF 28mm TYPE SI ASPHALT WITH C320 BINDER
    c) 85mm COMPACTED DEPTH OF 28mm TYPE SI ASPHALT WITH C320 BINDER.
    d) 75mm COMPACTED DEPTH OF 28mm TYPE SP ASPHALT WITH C320 BINDER.
    e) TACK COAT (Via prime/seal)

PAVEMENT TO CONSIST OF: MT RIDLEY ROAD NEW PAVEMENTS & WIDENING
[CBR 6% for CH810.48 Depth 515mm]:
    a) 40mm COMPACTED DEPTH OF 14mm TYPE H ASPHALT WITH C320 BINDER.
    b) 85mm COMPACTED DEPTH OF 28mm TYPE SI ASPHALT WITH C320 BINDER.
    c) 85mm COMPACTED DEPTH OF 28mm TYPE SP ASPHALT WITH C320 BINDER.
    d) 180mm COMPACTED DEPTH OF 40mm NOMINAL SIZE CLASS 2 CRUSHED ROCK. COMPACTED TO 98% MODIFIED DRY DENSITY RATIO.
    e) 270mm COMPACTED DEPTH OF 28mm NOMINAL SIZE CLASS 2 CRUSHED ROCK COMPACTED TO 98% MODIFIED DRY DENSITY RATIO.
    f) 270mm GRANULAR MATERIAL WITH A MINIMUM SOAKED CBR OF 80. COMPACTED TO 98% STANDARD DRY DENSITY RATIO

PAVEMENT TO CONSIST OF: WIDENING OR REPLACEMENT FOR EXISTING BITUMEN OR [CBR 6% for CH810.48 Depth 515mm]: NEW ARCADIA AVE:
    a) 50MM AC DEPTH REGULATION OVERLAY 10mm NOMINAL SIZE SHEET ASPHALT TYPE N.
    b) PRIME AS SPECIFIED.
    c) 220mm COMPACTED DEPTH 28mm NOMINAL SIZE CLASS 2 C.R.
    d) 150mm COMPACTED DEPTH 20mm CLASS 4 CRUSHED ROCK



TYPICAL CROSS SECTION
MT RIDLEY ROAD
NTS

LEGEND

DENOTES EXISTING PAVEMENT.

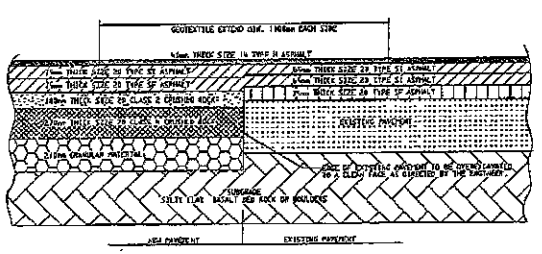
DENOTES PAVEMENT WIDENING. WIDTH SUBJECT TO VARIATIONS IN ROAD ALIGNMENT, PASSING LANES, AND DECELERATION LANES.

SETOUT
1. A 'D' CAD FILE IS TO BE SUPPLIED TO THE CONTRACTOR FOR SETOUT PURPOSES. THIS WILL INCLUDE KERB ALIGNMENTS, DRAINAGE PIPES AND PITS, LINE MARKING, SIGHTS AND MORE.

EXISTING SHEET NOTES
⊕ DENOTES TREES TO BE REMOVED.

EXISTING PAVEMENT NOTES
LOCATING JOINTS AND CRACKS WITHIN THE OVERLAY AND NEW PAVEMENT.
REFER SECTION 10.6 OF THE GEOTECHNICAL REPORT

GEOTECHNICAL REPORT BY CARLO TILLED
"GEOTECHNICAL INVESTIGATION FOR PAVEMENT REHABILITATION"
MT RIDLEY ROAD, CRAIGIEBURN, Dated November 2017.



TYPICAL PAVEMENT - INTERFACE DETAIL
NTS

SHEET INDEX

SHT No.	VER.	DESCRIPTION
1	P2	LOCALITY PLAN AND NOTES
2	P2	DETAIL PLAN No. 1
3	P2	DETAIL PLAN No. 2
4	P2	MT RIDLEY, HIGHLANDER DRIVE INTERSECT DETAILS
5	P2	ARCADIA AVENUE INTERSECTION DETAILS
6	P2	SUSTAINABLE DRIVE INTERSECTION DETAILS
7	P2	MT RIDLEY ROAD LONGITUDINAL SECTION
8	P2	MT RIDLEY ROAD LONGITUDINAL SECTION
9	P2	MT RIDLEY ROAD LONGITUDINAL SECTION
10	P2	MT RIDLEY ROAD CROSS SECTIONS
11	P2	MT RIDLEY ROAD CROSS SECTIONS
12	P2	MT RIDLEY ROAD CROSS SECTIONS
13	P2	HIGHLANDER & FOREST REDGUM DRIVE LONGITUDINAL SECTIONS
14	P2	HIGHLANDER & FOREST REDGUM DRIVE CROSS SECTIONS
15	P2	ARCADIA AVENUE LONGITUDINAL & CROSS SECTIONS
16	P2	SUSTAINABLE DRIVE LONGITUDINAL & CROSS SECTIONS
17	P2	EXISTING DRIVEWAY REINSTATEMENT LONGITUDINAL SECTIONS
18	P2	LINE MARKING AND SIGNAGE PLAN
19	P2	LINE MARKING AND SIGNAGE PLAN
20	P2	DRAINAGE LONGITUDINAL SECTIONS
21	P2	DRAINAGE LONGITUDINAL SECTIONS

AR821288B 09/01/2019 $98.10 173

breese pitt dixon pty. ltd
land surveyors civil engineers
1/19 cato street hawthorn east, 3123
telephone 8823 2300
fax no. 8823 2310

VER.	DATE	REMARKS
P2	10/01/19	ISSUED FOR CONSTRUCTION
P1	19/12/18	ISSUED FOR APPROVAL

HORIZ DAT.	1984MHI
SURVEY	BPD
DESIGN	GJE
DRAWN	GJE
CHECKED	

MT RIDLEY ROAD SECTION 3
FOREST REDGUM DRIVE
TO START OF EXISTING
RECONSTRUCTION WORKS

SCALE AS SHOWN | DATUM AHD | DATE JAN 17

MUNICIPALITY: HUME
REFERENCE: 6661S/MT RID SECT3
SHEET 1 OF 21 P2

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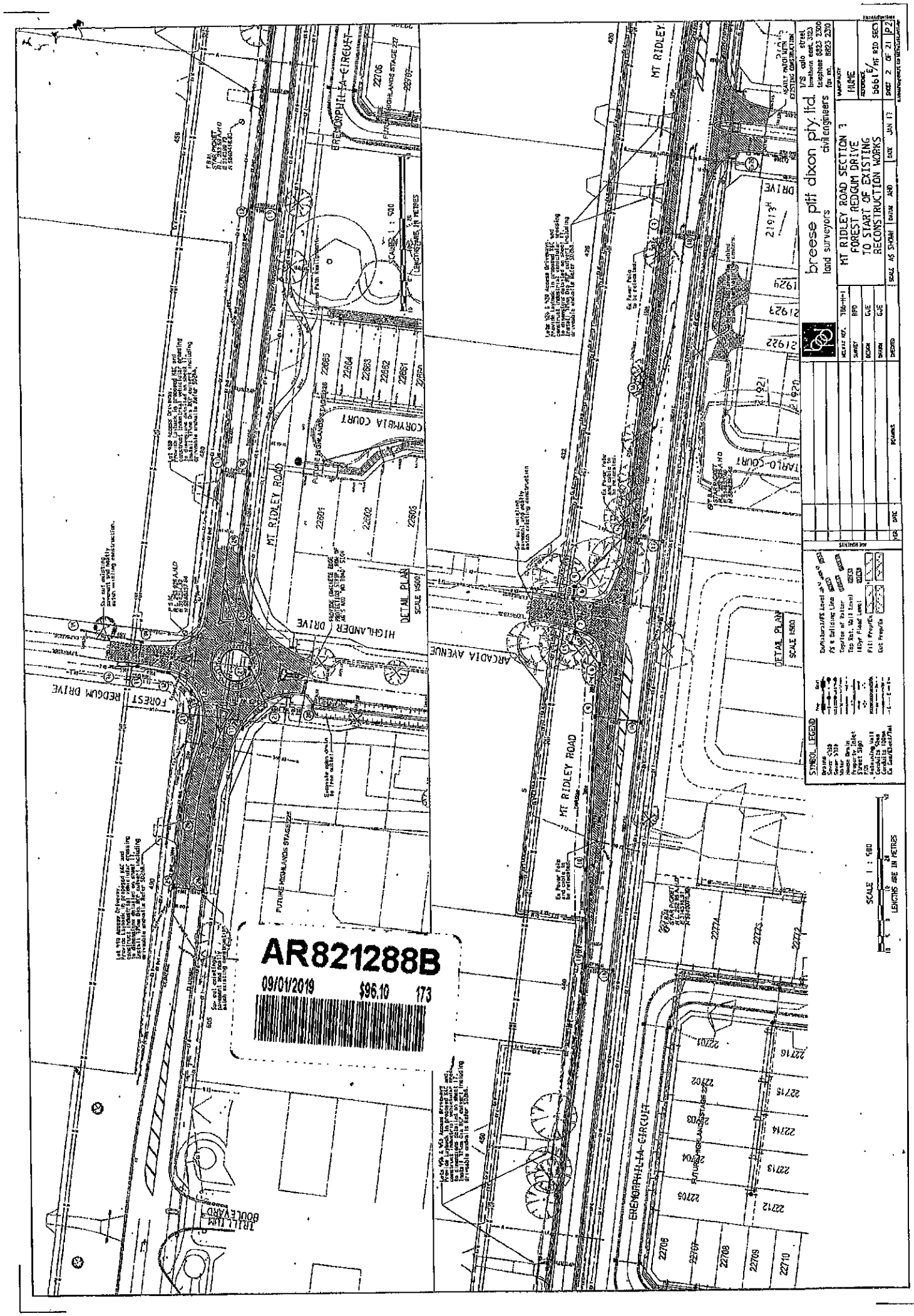

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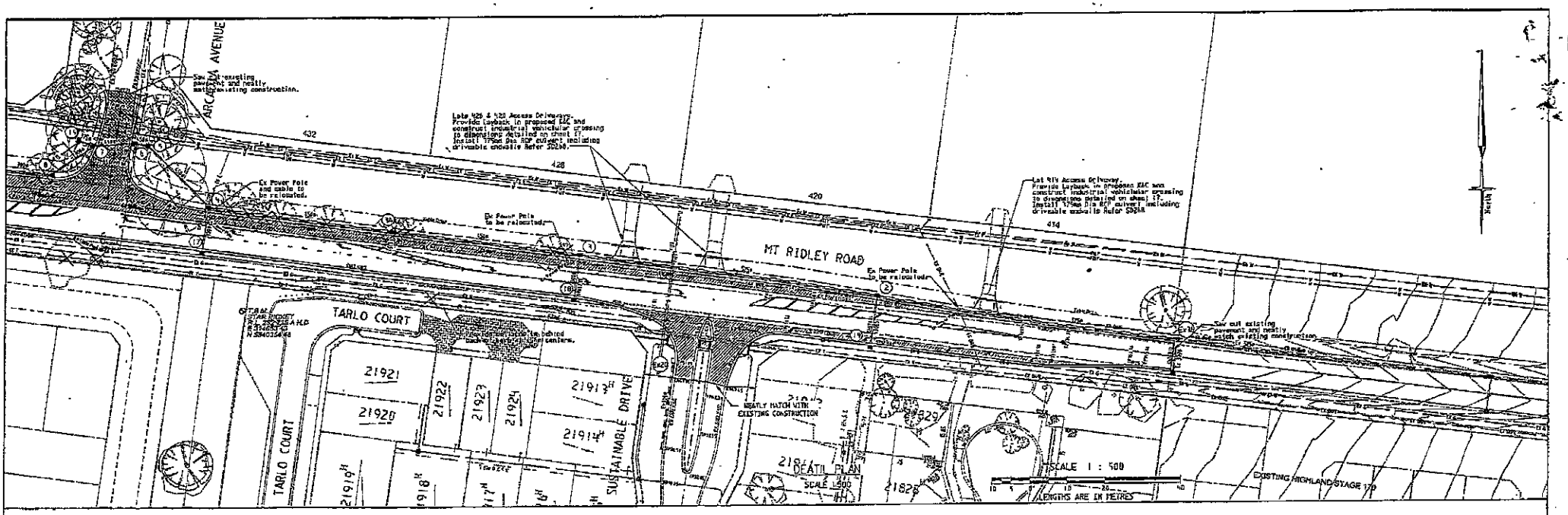

AR821288B
09/01/2019 $96.10 173

SYMBOL LEGEND

Drains
Sewer <100
Sewer >100
Water
House Drain
Property Inlet
Street Sign
PSM
Retaining Wall
Conduits 50mm
Conduits 100mm
Ex Gas/Elect/Tel

Ex/Natural/FS Level
FS @ Building Line
Top/Toe of Batter
Top Ret. Wall Level
100yr Flood Level
Fill Prop/Ex
Cut Prop/Ex

VER	DATE	REMARKS

ALTERATIONS

breese pitt dixon pty. ltd.
land surveyors civil engineers
1/19 cato street
hawthorn east, 3123
telephone 8823 2300
fax no. 8823 2310

MELWAY REF.	786-H-1
SURVEY	BPD
DESIGN	GJE
DRAWN	GJE
CHECKED	

MT RIDLEY ROAD SECTION 3
FOREST REDGUM DRIVE
TO START OF EXISTING
RECONSTRUCTION WORKS

MUNICIPALITY: HUME
REFERENCE: 6661 E/MT RID SEC3
SCALE: AS SHOWN | DATUM: AHD | DATE: JAN 17
SHEET 3 OF 21 | P2

AR821288B
09/01/2019 $96.10 173

Signing Page

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

Signed for and on behalf of **Hume City Council** by)
Domenic Isola)
CHIEF EXECUTIVE OFFICER,)
In the presence of:

HUME CITY COUNCIL
THE COMMON SEAL OF

.....
Witness

Executed by Stockland Highlands Pty Limited ACN)
097 352 200 by its attorney pursuant to a power of)
attorney dated 11 MAY 2011
in the presence of:

.....
Signature of witness

ALBERT WEDDELL
Print full name

.....
Signature of attorney

JAMES WESTH
Print full name

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on the 13 day of DECEMBER, 2012 in the presence of:

COUNCILLOR .....

CHIEF EXECUTIVE OFFICER .....

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 19/05/2023 10:53:10 AM

Status	Registered	Dealing Number	AS370323E
Date and Time Lodged	22/07/2019 12:23:26 PM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:21901530

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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.

Estate and/or Interest
FEE SIMPLE

Land Title Reference
11836/318
12078/353

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	HUME CITY COUNCIL
Address	
Street Number	1079
Street Name	PASCOE VALE
Street Type	ROAD
Locality	BROADMEADOWS
State	VIC
Postcode	3047

Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details
Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	HUME CITY COUNCIL
Signer Name	EMMA CAROLINE BUCHANAN
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	22 JULY 2019

File Notes:
NIL

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

Statement End.

Reference :7cmm:21901530
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

VICTORIA State Government

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Document Identification	**AS370323E**
Number of Pages (excluding this cover sheet)	**14**
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HARWOOD ANDREWS

SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987

HUME CITY COUNCIL
Council

- and -

STOCKLAND HIGHLANDS PTY LIMITED
Registered Land Owner

In relation to land at:
475C MT RIDLEY ROAD AND 550 & 550A CRAIGIEBURN ROAD, CRAIGIEBURN

3LMV:21901530

Harwood Andrews
ABN 98 076 868 034
101 Lydiard Street North,
Ballarat 3350, Victoria, Australia

T 03 5329 6999 F 03 5331 7489

(7610969: 24178769_3)

THIS AGREEMENT is made the FIFTH day of JULY 2019

PARTIES:

1. **Hume City Council** of 1079 Pascoe Vale Road, Broadmeadows, 3047

(Council)

2. **Stockland Highlands Pty Limited** ACN 097 352 200 of Level 25, 133 Castlereagh Street, Sydney, 2000

(Owner)

RECITALS

R.1. Council is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.

R.2. Council is also the Collecting Agency and the development agency under the DCP.

R.3. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as the Collecting Agency and the Development Agency.

R.4. The Owner is the registered proprietor of the Land.

R.5. The DCP applies to the Land. The DCP sets out the contributions expected from individual landholders within the area covered by the DCP to fund infrastructure and services required as a result of development of the area covered by the DCP.

R.6. The DCP provides that:

(a) where the Collecting Agency agrees in writing, Infrastructure projects funded by the DCP may be provided by developers with a credit being provided to the developer against its development contribution liability;

(b) if the Collecting Agency agrees to works and/or provision of land in lieu of the payment of the Levy, the land owner must enter into an agreement under section 173 of the Act in respect of the proposed works and/or provision of land in lieu to specify implementation requirements; and

(c) the Land Projects may be provided as land in kind.

R.7. Council issued the Permits in respect of the Land. The Permits require the Owner to pay the Levy in accordance with the DCP. The Permits also require the Owner to enter into an agreement with Council pursuant to section 173 of the Act to provide for any infrastructure or land identified in the DCP that is to be provided in lieu of payment of the Levy required under the Permits.

R.8. The Owner has requested, and Council has agreed, that the Owner provide the Land Projects in exchange for a Credit against its liability to pay the Levy subject to the terms of this Agreement.

R.9. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to meet the requirements of the conditions of the Permits and to achieve the objectives of planning in Victoria.

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IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

1.1. **Act** means the *Planning and Environment Act 1987* (Vic).

1.2. **Agreed Value** means the value in Australian dollars identified in clause 4.1.1 and Schedule 1 of this Agreement for the Land Projects and includes all transfer costs, costs of plans of subdivision, registration fees and the like.

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

1.4. **Collecting Agency** has the same meaning as in the Act.

1.5. **Council** means Hume City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme or acting as the Collecting Agency for the purposes of section 46H of the Act and the DCP and includes its agents, officers, employees, servants, workers and contractors.

1.6. **Credit** means a credit in the amount specified in clause 4 and Column C of Schedule 1 of this Agreement to be offset against the Owner's liability to pay the Levy for the Land.

1.7. **Current Address for Service**

1.7.1. for Council means the address shown on page 1 of this Agreement, or any other principal office address listed on the website of Council; and

1.7.2. for the Owner means the address shown on page 1 of this Agreement or any other address provided by the Owner to Council for any purpose or purposes relating to the Land.

1.8. **Current Email Address for Service**

1.8.1. for Council means contactus@hume.vic.gov.au, or any other email address listed on the website of Council; and

1.8.2. for the Owner means any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

1.9. **DCP** means the Craigieburn R2 Precinct Development Contributions Plan, as amended from time to time, being an incorporated document in the Planning Scheme.

1.10. **Development Agency** has the same meaning as in the Act.

1.11. **Endorsed Plan** means any plan endorsed under the Permits.

1.12. **Final Lot** means a lot created for an identified non-residential purpose that is not intended to be further subdivided as determined by Council.

1.13. **GAIC** means the Growth Areas Infrastructure Contribution under the Act.

1.14. **GST Act** means the *New Tax System (Goods and Services Tax) Act* 1999 (Cth) as amended from time to time.

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1.15. **LAC Act** means the *Land Acquisition and Compensation Act* 1986 (Vic).

1.16. **Land** means the land described in Certificates of Title:

1.16.1. Volume 12078 Folio 353 known as 475C Mt Ridley Road, Craigieburn; and

1.16.2. Volume 11836 Folio 318 known as 550 Craigieburn Road, Craigieburn

and any reference to the Land in this Agreement includes any lot created by the subdivision of the Land or any part of it.

1.17. **Land Projects** means the provision of land for Project OS01, Project OS02 and Project CI01 identified and described in Columns A and B in Schedule 1 of this Agreement.

1.18. **Levy** means:

1.18.1. the development infrastructure levy that is required to be paid per net developable hectare of residential land upon development of the Land calculated and adjusted in accordance with the DCP; and

1.18.2. the community infrastructure levy that is required to be paid at a per-dwelling rate in accordance with the DCP.

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

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

1.21. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.

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

1.23. **Permits** means planning permits no. P19410, P15215, P15575.03 and P20226 issued by Council allowing the subdivision of the Land including the plans endorsed under each permit and as amended from time to time.

1.24. **Planning Scheme** means the Hume Planning Scheme and any successor instrument or other planning scheme which applies to the Land.

1.25. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.

1.26. **Stage** is a reference to a stage of subdivision of the Land as identified on an Endorsed Plan.

1.27. **Subdivision Plan SP20c** means the plan entitled 'Subdivision plan and development plan for 8 Polo Place SP20c' prepared by Bosco Jonson Pty Ltd and endorsed by Council on 14 August 2017 under planning permit no. P20226 or such later version of this plan endorsed by Council from time to time.

1.28. **Subdivision Plan SP31 & 32** means the plan entitled 'Subdivision plan SP31 & 32' prepared by Bosco Jonson Pty Ltd and endorsed by Council on 27 September 2017

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under planning permit no. P15575.02 or such later version of this plan endorsed by Council from time to time.

1.29. **Statement of Compliance** means a statement of compliance issued under the *Subdivision Act 1988* (Vic).

1.30. **Tax Act** means the *Taxation Administration Act* 1953 (Cth).

1.31. **Tribunal** means the Victorian Civil and Administrative Tribunal.

1.32. **Vendor Notice** means a notice pursuant to section 14-255 of Schedule 1 of the Tax Act.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

2.1. The singular includes the plural and the plural includes the singular.

2.2. A reference to a gender includes a reference to all other genders.

2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.

2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.

2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.

2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.

2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.

2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.

2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. SPECIFIC OBLIGATIONS OF THE OWNER

3.1. Transfer of land

The Owner agrees that it must transfer to or vest in Council the Land Projects:

3.1.1. prior to the timeframe for each of the Land Projects set out in column D in Schedule 1 of this Agreement or a later date approved in writing by Council; and

3.1.2. in accordance with clause 3.2 of this Agreement.

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3.2. **Condition of land**

Prior to the transfer or vesting of each of the Land Projects in Council, the Owner must ensure that:

3.2.1. it has complied with clauses 9 and 10 of this Agreement; and

3.2.2. that all land comprising the Land Projects is:

3.2.2.1. free from contamination to the best of the Owner's knowledge subject to the Owner agreeing that it will be deemed to know of contamination if:

3.2.2.1.1. it is aware of the contamination; or

3.2.2.1.2. it would reasonably be expected to be aware of contamination if it had made reasonable enquiries relevant to the contamination, including making reasonable enquiries of officers, employees and other persons who could reasonably be expected to have information relevant to the matter;

3.2.2.2. free of all encumbrances including any easements created for services purposes (including sewerage, drainage and other public services) and wetland purposes unless Council has provided its written consent to an easement of this kind;

3.2.2.3. sown to grass;

3.2.2.4. serviceable, including connections to water, gas, electricity, telephone and mains sewer;

3.2.2.5. provides at least one road frontage; and

3.2.2.6. fenced as required,

all at the cost of the Owner and to the satisfaction of Council.

4. CREDIT

4.1 **Amount of Credit**

The parties agree that:

4.1.1. from the commencement of this Agreement, the Owner will be entitled to the Credit set out as the total credit amount in Column C of Schedule 1 of this Agreement;

4.1.2. the amount of the Credit identified in clause 4.1.1 and Schedule 1 of this Agreement represents the value of all the land comprising the Land Projects adjusted in accordance with the DCP as at 1 July 2018 and will not be subject to any further adjustment;

4.1.3. the Levy payable by the Owner to Council in respect of the Land is to be reduced by the amount of the Credit; and

4.1.4. the Owner will not be required to pay the Levy in cash unless the Credit has been exhausted as determined in accordance with clauses 4.2 and 4.3.

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4.2. **Application of Credit**

Prior to the issue of a Statement of Compliance by Council for a Stage, Council must:

4.2.1. calculate the Levy payable for such Stage as at that date; and

4.2.2. deduct the amount calculated under 4.2.1 from the Credit until it has been exhausted.

4.3. **Exhaustion of the Credit**

If the amount of the Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

4.3.1. Council must notify the Owner in writing that the Credit has been exhausted;

4.3.2. in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and

4.3.3. in relation to subsequent Stages, the Owner must pay the Levy in cash prior to the issue of a Statement of Compliance.

5. PROVISION OF INFORMATION BY THE OWNER

In a request for a Statement of Compliance for a Stage, the Owner must include the following information in relation to that Stage:

5.1. the net developable hectares of land included in the Stage;

5.2. the Levy payable in relation to the Stage;

5.3. the amounts previously deducted from the Credit in relation to previous Stages;

5.4. the amount of Credit to be deducted in relation to the Stage; and

5.5. the amount of Credit remaining following deduction in relation to the Stage/s, to the satisfaction of Council.

6. AGREED VALUE

The parties agree that:

6.1. the Agreed Value is intended to replace the market value and any other method of calculating compensation payable to a person under the LAC Act and the Act in respect of the Land Projects; and

6.2. upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Value or any other amount agreed to be paid under this Agreement in respect of the Land Projects, no other compensation is payable under the LAC Act or the Act for any other category of or form of loss or compensation in respect of the Land Projects.

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7. FURTHER COVENANTS OF THE OWNER

The Owner warrants and covenants with Council that:

7.1. it is the registered proprietor (or entitled to be so) of the Land;

7.2. save as shown in the certificates of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;

7.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act* 1958 (Vic);

7.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;

7.5. it will within 28 days of written demand pay to Council the Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:

7.5.1. negotiation, preparation, execution and recording of this Agreement;

7.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and

7.5.3. determination of whether any of the Owner's obligations have been undertaken to the satisfaction of Council or to give consent to anything under this Agreement.

To the extent that such costs and expenses constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register;

7.6. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and

7.7. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

8. GST

8.1. Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

8.2. Except where express provision is made to the contrary, and subject to this clause, any monetary or non-monetary amount that may be provided under this Agreement is exclusive of any GST. If GST is payable in respect of any supply made by a supplier under this Agreement, the recipient must:

8.2.1. pay to the supplier an amount equal to the GST payable on the supply; and

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8.2.2. pay such GST to the supplier at the time the supply is made to the recipient by the supplier.

8.3. To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

8.4. A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

8.5. Council confirms that any land transferred to or vested in Council pursuant to this Agreement is acquired for a creditable purpose and the parties acknowledge and agree that, as a result, the Owner is not required to provide Council with a Vendor Notice in respect of any land transferred to or vested in Council.

9. GAIC

9.1. All land transferred to or vested in Council must have any liability for GAIC discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

9.2. The Owner must provide a certificate of release under section 201SY of the Act confirming the release of land referred to in clause 9.1 from GAIC.

10. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

10.1. The parties agree that the words defined or used in Subdivision 14-D of Schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.

10.2. If the Owner provides Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act, the parties acknowledge and agree that Council is not required to pay or withhold any amount to the Commissioner under subdivision 14-D of Schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement provided that the clearance certificate is:

10.2.1. valid for the period within which any land is vested in or transferred to Council pursuant to this Agreement;

10.2.2. issued either in the exact name of the Owner or to the head company of the income tax consolidate group to which the Owner is a member; and

10.2.3. provided to Council at least 20 days prior to the transfer to or vesting of such land in Council.

10.3. Subject to clause 10.2, the Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of Schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement **(the Amount)**:

10.3.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;

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10.3.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 10 days prior to the transfer to or vesting of the land in Council; and

10.3.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 10 days prior to the transfer to or vesting of the land in Council.

10.4. Subject to clause 10.2, the Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under Subdivision 14-D of Schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.

10.5. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with Subdivision 14-D of Schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

11. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

12. AMENDMENT

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

13. NO WAIVER

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

14. NO FETTERING OF POWERS OF COUNCIL

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

15. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery or email to the Current Addresses for Service or Current Email Address for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

15.1. not later than two business days after being deposited in the mail with postage prepaid;

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15.2. when delivered by hand; or

15.3. If sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

16. COSTS ON DEFAULT

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

17. INVALIDITY OF ANY CLAUSE

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

18. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

19. JOINT OBLIGATIONS

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

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

21. COMMENCEMENT AND ENDING OF AGREEMENT

21.1. This Agreement will commence:

21.1.1. on the date that it bears; or

21.1.2. if it bears no date, on the date it is recorded in the Register.

21.2. This Agreement will end:

21.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for the subdivision of the Residential Lot;

21.2.2. in respect of a Final Lot, upon the issue of a Statement of Compliance creating the Final Lot provided that Council is satisfied there is sufficient security to ensure compliance with any outstanding obligations in this Agreement as confirmed in writing by Council; and

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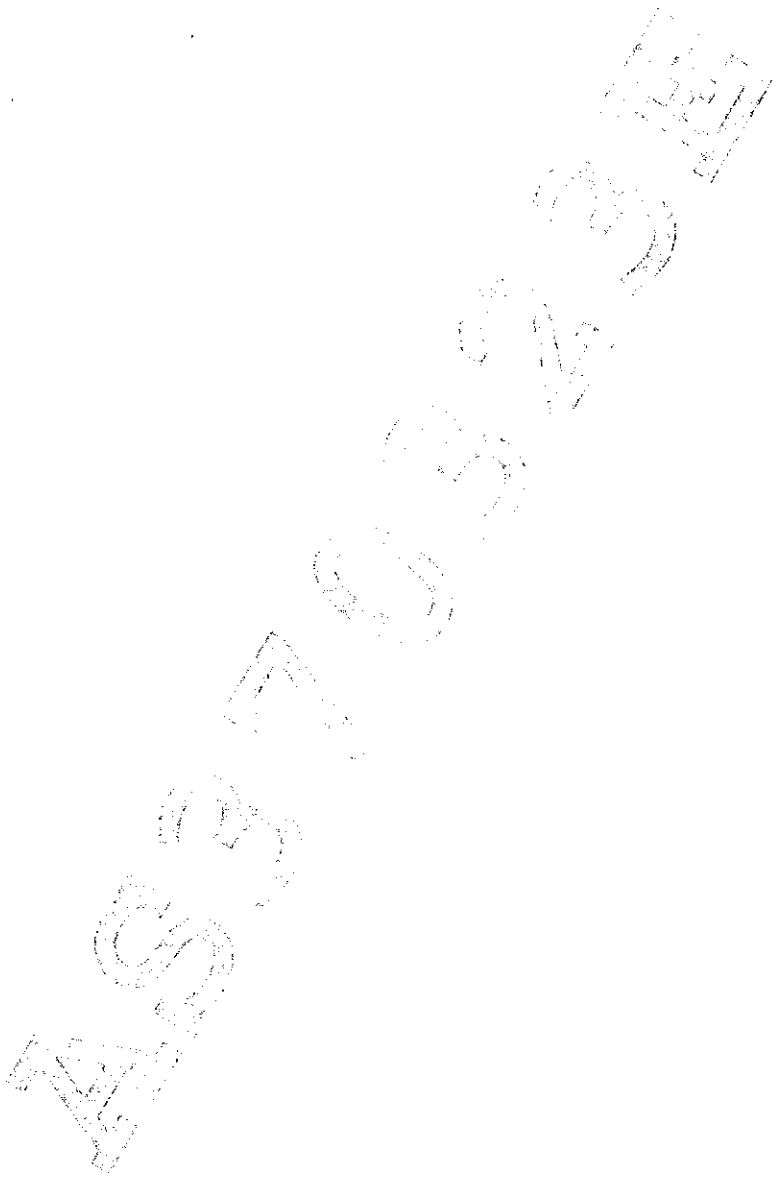
21.2.3. in respect of all other land (not forming a Residential Lot or a Final Lot) this Agreement will end when the Owner has complied with all of the Owner's obligations under this Agreement or otherwise by agreement between the parties in accordance with section 177(2) of the Act.

21.3. As soon as reasonably practicable after the Agreement has ended, Council will at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of the Agreement.



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EXECUTED AS A DEED

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on Fifth day of July 2019 **in the presence of:**

HUME CITY COUNCIL
THE COMMON SEAL OF

Moore
Councillor

Chief Executive Officer

SIGNED by **STOCKLAND HIGHLANDS PTY LIMITED [ACN 097 352 200]** by its attorney **JAMES WESTH, PROJECT DIRECTOR** under Power of Attorney dated 18 July 2018 and who certifies that the said power has not been varied or revoked in the presence of:

Attorney

Signature of witness

ALBERT LIEDDELL
Name of witness

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Schedule 1 – Land Projects

A – DCP Project Number and description	B – Extent of DCP Project	C – Credit	D – Timing for delivery
Project OS01 – acquisition of land for the northern active playing field 1 as described in the DCP.	5 hectares	$4,500,000	Prior to the issue of a Statement of Compliance for the Stage creating the 500th lot on land shown on Subdivision Plan SP20c or 31 December 2020, whichever is earlier.
Project OS02 – acquisition of land from Property 8 for central active playing field 2 as described in the DCP.	5.4 hectares	$7,472,000	Prior to the issue of a Statement of Compliance for the Stage creating the 475th lot on land shown on Subdivision Plan SP31 & 32 or 30 June 2021, whichever is earlier.
Project CI01 – acquisition of land for a multi-purpose community facility as described in the DCP.	0.7 hectares	$945,000	Prior to the issue of a Statement of Compliance for the Stage creating the 475th lot on land shown on Subdivision Plan SP31 & 32 or 30 June 2023, whichever is earlier.
Total	**11.1 hectares**	**$12,917,000**	

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PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 17 May 2023 03:22 PM

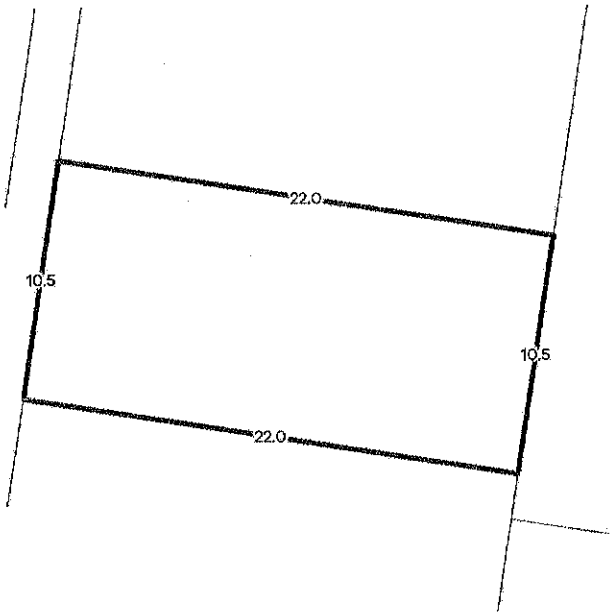
PROPERTY DETAILS

Address:	**300 HIGHLANDER DRIVE CRAIGIEBURN 3064**
Lot and Plan Number:	**Lot 36323 PS845578**
Standard Parcel Identifier (SPI):	**36323\PS845578**
Local Government Area (Council):	**HUME**
Council Property Number:	**744732**
Directory Reference:	**Melway 386 C2**

www.hume.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 231 sq. m
Perimeter: 65 m
For this property:
—— Site boundaries
—— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**KALKALLO**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

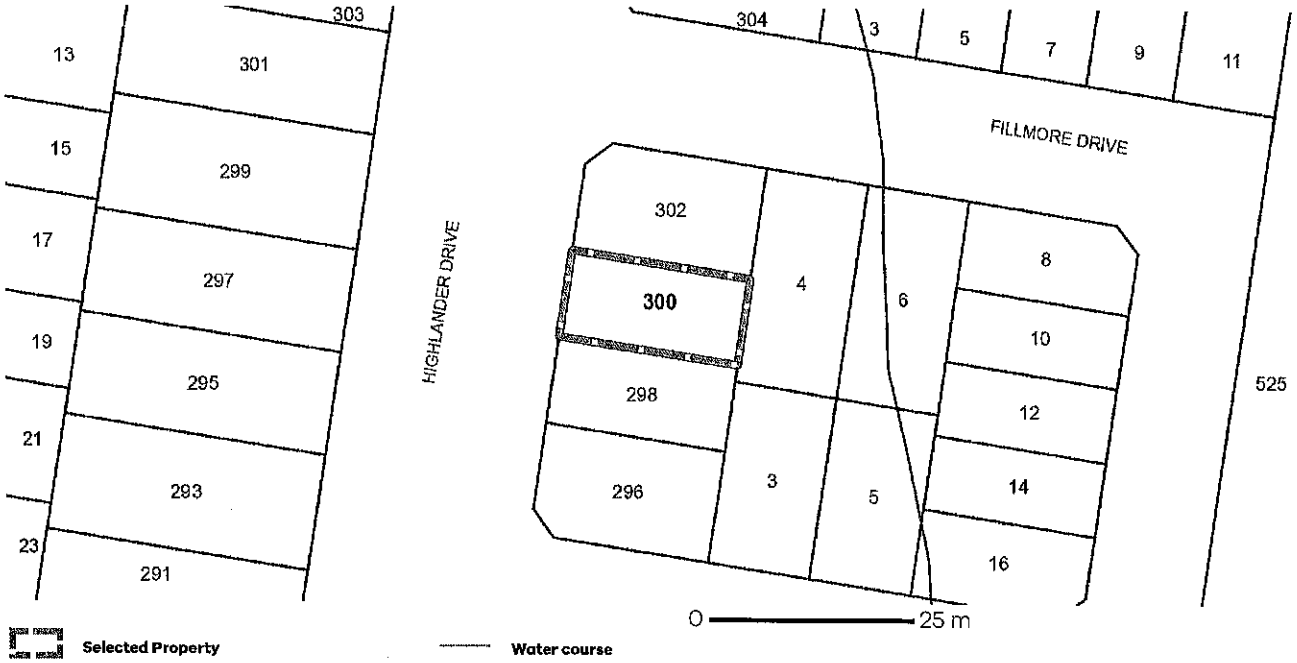
The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

Area Map



PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 17 May 2023 03:23 PM

PROPERTY DETAILS

Address:	**300 HIGHLANDER DRIVE CRAIGIEBURN 3064**
Lot and Plan Number:	**Lot 36323 PS845578**
Standard Parcel Identifier (SPI):	**36323\PS845578**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**744732**
Planning Scheme:	**Hume** Planning Scheme - Hume
Directory Reference:	**Melway 386 C2**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**KALKALLO**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Note

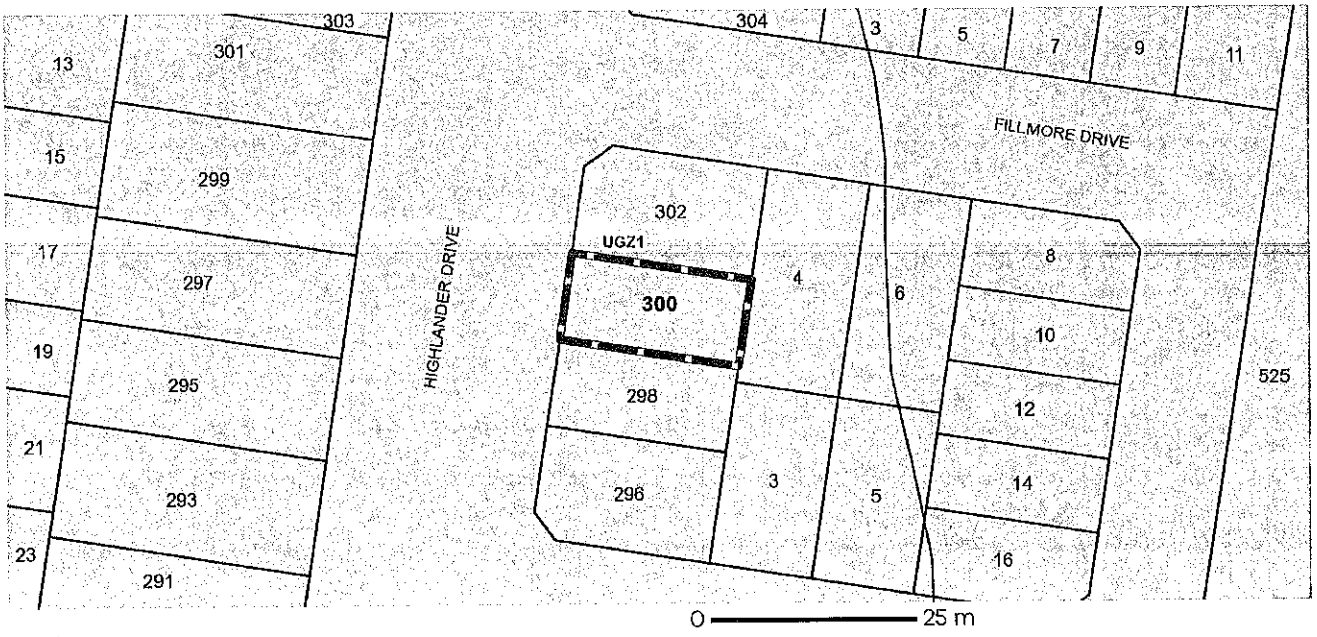
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to Victorian Planning Authority

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 1 (UGZ1)



UGZ - Urban Growth

Water course

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

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

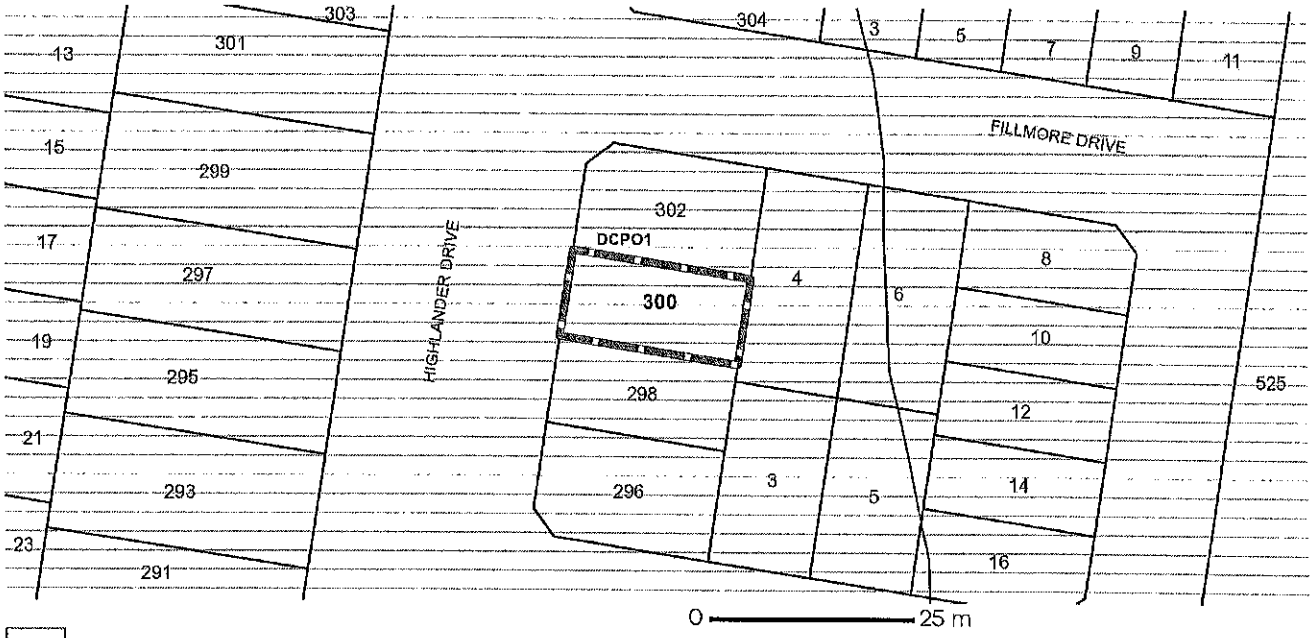
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



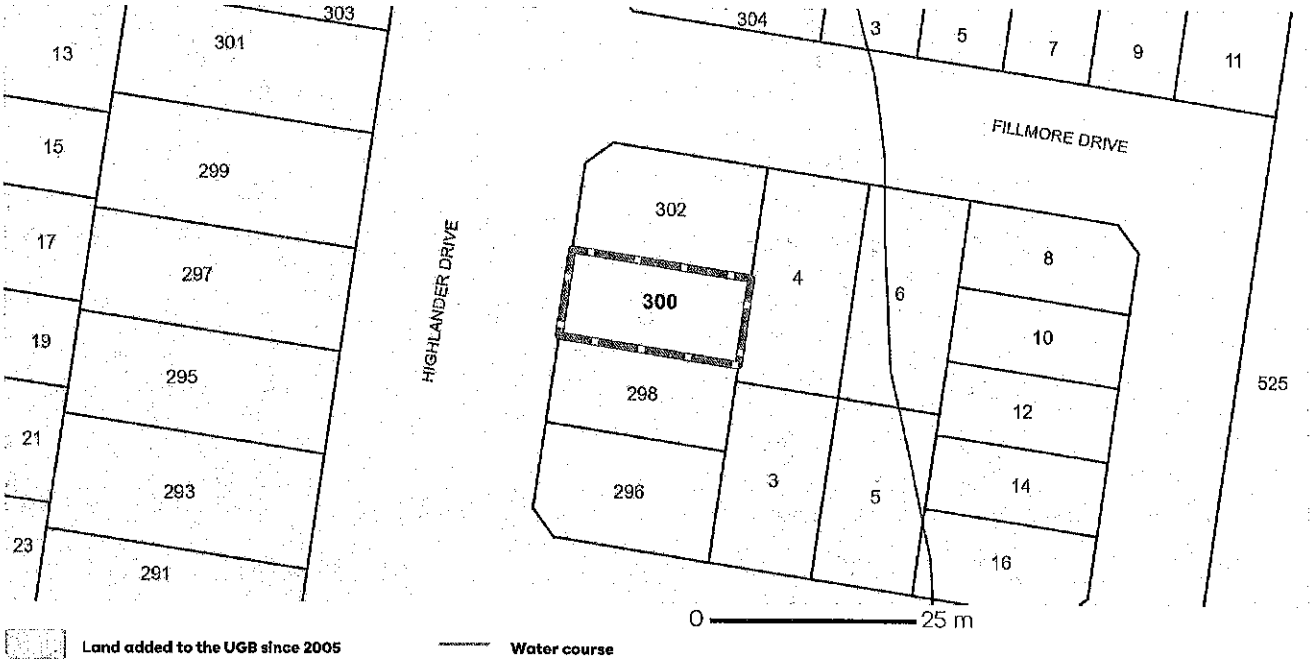
DCPO - Development Contributions Plan Overlay

Water course

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

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



Land added to the UGB since 2005

Water course

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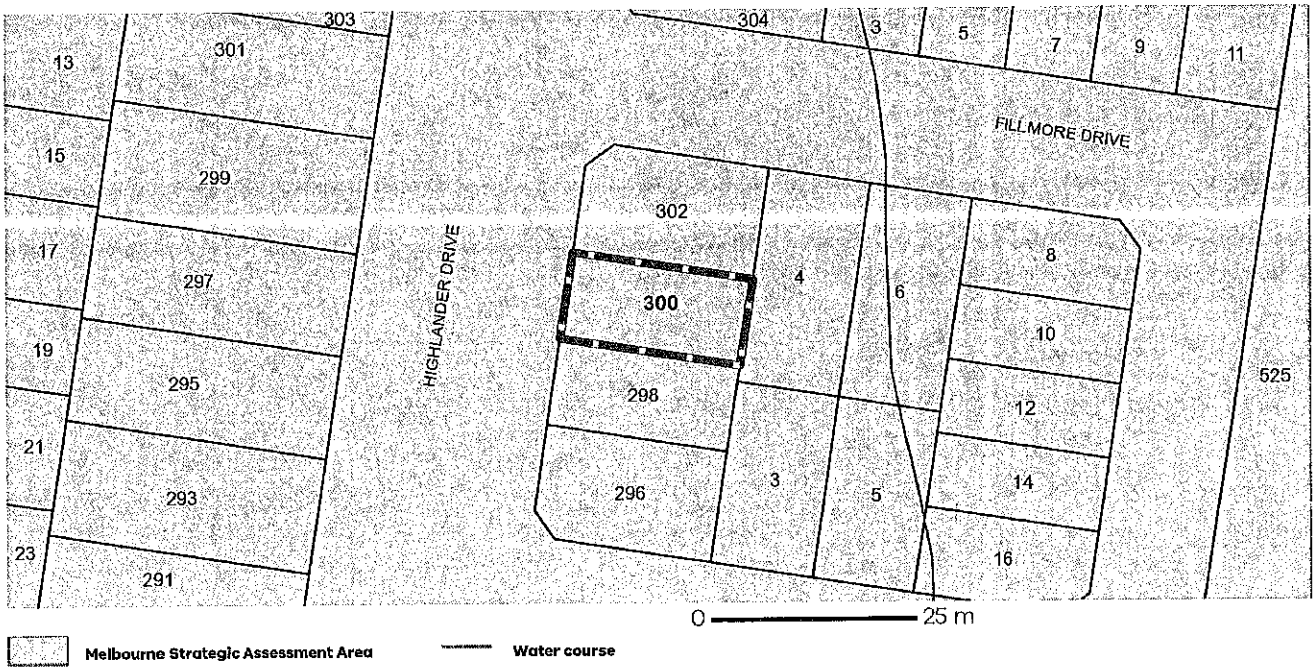
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Melbourne Strategic Assessment

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



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

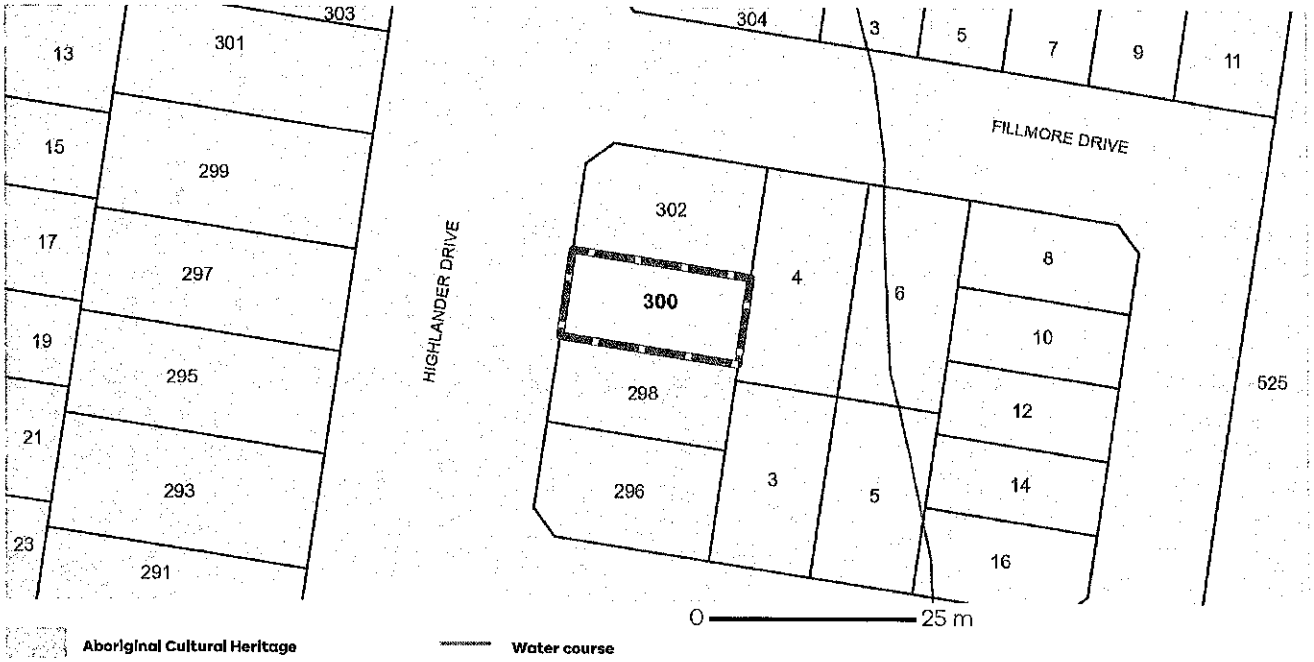
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to
http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation



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PLANNING PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

Further Planning Information

Planning scheme data last updated on 3 May 2023.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

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HUME CITY COUNCIL

ABN: 14 864 354 866

Rates & charges instalment notice

For the period 1 July 2022 to 30 June 2023

Enquiries: 9205 2200

PROPERTY NUMBER: 744732
PAYMENT REFERENCE: 7447329
DATE OF ISSUE: 18/04/2023

Z ZIA
12 PETERBOROUGH CT
ATTWOOD VIC 3049

023
I011016
R2_3863

For emailed notices:
hume.enotices.com.au
Reference: 175087F3AZ

PROPERTY DETAILS

800 HIGHLANDER DR CRAIGIEBURN VIC 3064
Lot 36323 PS 845578B Vol 12384 Fol 260

Site Value	Capital Improved Value	Net Annual Value
$225,000	$225,000	$11,250

Level of Value Date: 01/01/2022
Date Adopted for Rating Purposes: 01/07/2022

INSTALMENT AMOUNT DUE

$198.00

DUE DATE

31/05/2023

RATES & CHARGES

4th Instalment	**$198.00**
TOTAL PAYABLE BY 31.05.2023	**$198.00**

This notice includes payments made to 18/04/2023

Customer Service Centres

Broadmeadows 1079 Pascoe Vale Road
Craigieburn 75-95 Central Park Avenue
Sunbury 44 Macedon Street
Cashier hours: 8am–5pm weekdays

Contact Council

PO BOX 119, Dallas 3047
Phone: 9205 2200
Email: contactus@hume.vic.gov.au
hume.vic.gov.au

Scan here to pay

VISA mastercard Bank Account

HOW TO PAY

BPAY (BPAY View Registration No: 7447329)
Access Bpay via your internet banking
BILLER CODE: **12500**
REF: **7447329**

POST BILLPAY
BILLPAY CODE: **0862**
REF: **7447 329**

*862 7447329

ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay

DIRECT DEBIT
Register online at hume.vic.gov.au/rates to arrange automatic payment of your account

IN PERSON
Pay at your nearest Council Customer Contact Centre in Broadmeadows, Craigieburn or Sunbury or visit your nearest Post Office.

MAIL
Send this slip with your cheque made payable to: Hume City Council, PO Box 119 Dallas 3047

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

19th May 2023

Frank J. Horvat & Co. Pty. C/- InfoTrack (LEAP) C/
LANDATA

Dear Frank J. Horvat & Co. Pty. C/- InfoTrack (LEAP) C/,

RE: Application for Water Information Statement

Property Address:	300 HIGHLANDER DRIVE CRAIGIEBURN 3064
Applicant	Frank J. Horvat & Co. Pty. C/- InfoTrack (LEAP) C/ LANDATA
Information Statement	30768835
Conveyancing Account Number	7959580000
Your Reference	4435

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	300 HIGHLANDER DRIVE CRAIGIEBURN 3064

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	300 HIGHLANDER DRIVE CRAIGIEBURN 3064

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

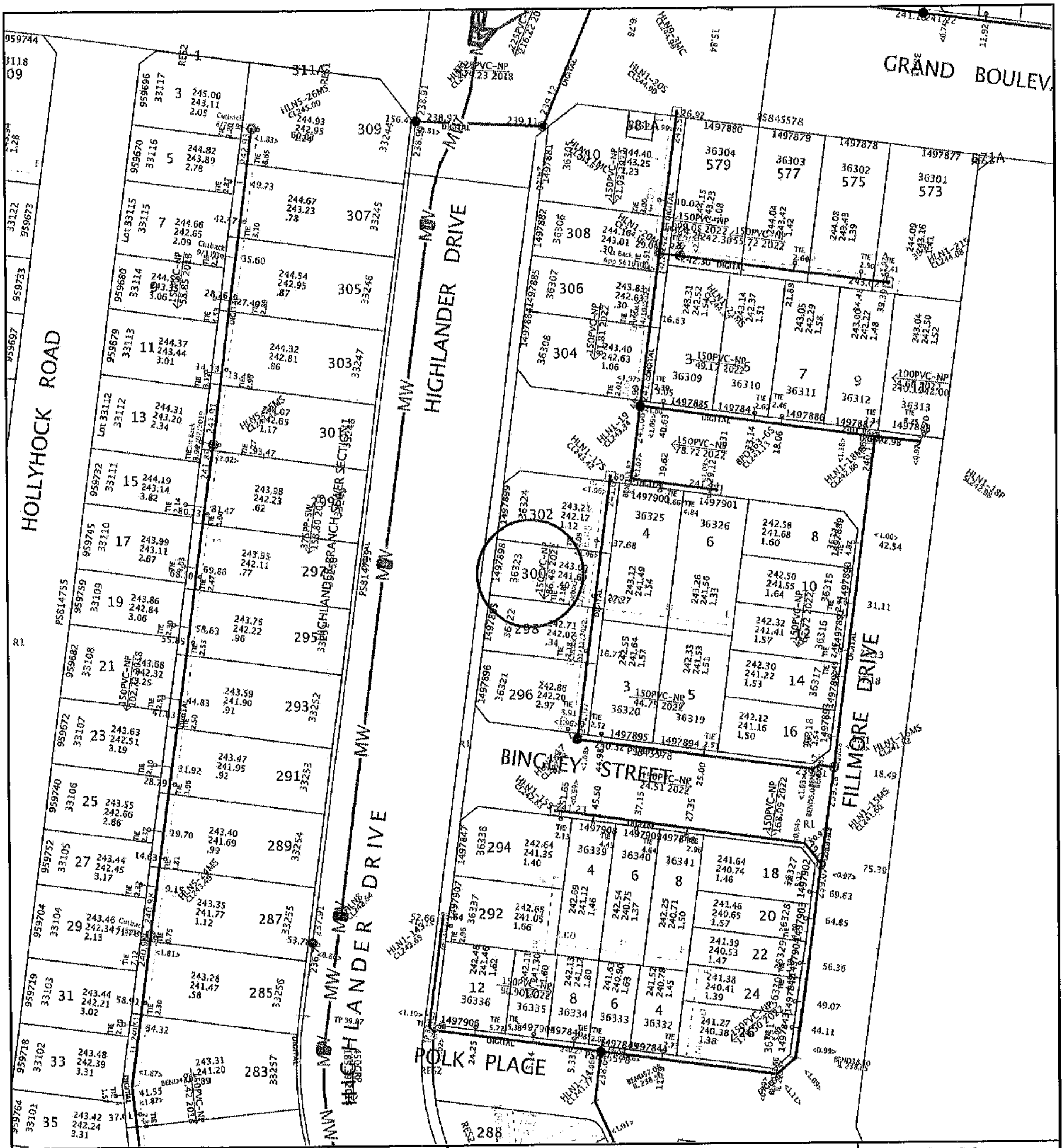
Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

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



Yarra Valley Water

Information Statement Number: 30768835

Address	300 HIGHLANDER DRIVE CRAIGIEBURN 3064
Date	19/05/2023
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title	
Proposed Title	
Easement	
Existing Sewer	
Abandoned Sewer	
Access Point Number	GLV2-42
Sewer Manhole	
Sewer Pipe Flow	
Sewer Offset	<1.00>
Sewer Branch	
MW Drainage Channel Centreline	
MW Drainage Underground Centreline	
MW Drainage Manhole	
MW Drainage Natural Waterway	

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

20th December 2022

Application ID: 570515

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Required Services

Product	Qty
20mm Recycled Pressure Limiting Valve (PLV)	1
Recycled Water Audit Fee (Includes GST)	1
20mm Potable Pressure Limiting Valve (PLV)	1
New Estate Connect-Combo DW & RW (incl meters w/lock)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1497898

Specific conditions affecting encumbrances on property:

Recycled Water

Conditions of Connection Details

GENERAL

In these conditions the terms,
(a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
(b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.
It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the potable water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time

of connection.

The pressure in this area is above 500kPa or will increase above 500kPa in the future for the recycled water connection. A Pressure Limiting Valve (PLV) must be fitted by the Licensed Plumber at the time of connection.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:
a) Must be within 2 metres of the title boundary that abuts the water main
b) Must be fitted at right angles to the water main, in line with the tapping
c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
d) Must not be encased in concrete surrounds
e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

RECYCLED WATER CONDITIONS

Supplementary Conditions of Connection for Class A Recycled Water

IMPORTANT NOTICE - MUST BE PASSED TO THE PLUMBER & PROPERTY OWNER

Checklist	**√ or X**

This property must be connected to recycled water	
All toilets to be connected to recycled water	
Recycled water external taps front & back to be provided	
Laundry (washing machine stop tap) to be connected to recycled water	
All pipework to be inspected by YVW www.yvw.com.au/rwinspection	
All recycled water pipework to be purple as per AS3500	
Meters have not been moved. Only YVW can move the meters	

Subdivisions will not be issued with Statement of Compliance until these recycled water conditions and any other conditions imposed by YVW have been met.

These conditions are issued under Section 145 of the *Water Act 1989* ("*the Act*") and are applicable to properties supplied with Class A recycled water. These conditions are additional to any other conditions issued in relation to water supply and sewerage works. **Penalties apply under *the Act* for breaches of these conditions.**

Recycled Water Supply
In addition to the drinking water supply, this property must be connected to the Class A recycled water supply system.

Until Class A recycled water becomes available in the recycled water pipes, the property will be supplied with drinking water only. Drinking water will be supplied through both the drinking water and the Class A recycled water systems.

Residents will be advised prior to the Class A recycled water supply becoming available.

1. Breaching these Conditions

1.1. Yarra Valley Water may undertake follow up action under *the Act* for observed non-compliance to these conditions. Action may include:

(a) Serving a Notice to the applicant or property owner under Sections 150/151 of *the Act*. If a Notice if not complied with Yarra Valley Water will carry out any works and take any other action necessary to remedy the contravention and recover reasonable costs from the person on whom the Notice was served

(b) Discontinuation of supply without notice under Section 168 of *the Act*

(c) Escalation to relevant authorities including the Victorian Building Authority (VBA)

2. Class A Recycled Water Agreement and Environment Improvement Plan (EIP) - Non-Residential only

2.1. For non-residential properties where Class A recycled water is available, upon:

(a) connection of the property to the Class A recycled water supply system; or

(b) change in the intended use of Class A recycled water at the property; and/or

(c) change in the user (either property owner or tenant) of Class A recycled water at the property

the property owner must:

(i) advise Yarra Valley Water of the intended use and the name of the user of Class A recycled water at the property to enable a risk assessment to be completed for approval of the use of Class A recycled water at the property; and

(ii) where required by Yarra Valley Water, ensure the user of Class A recycled water at the property submits an EIP to Yarra Valley Water's satisfaction and enters into a Class A Recycled Water Agreement with Yarra Valley Water.

In the case of section 2.1(a), the requirements in section 2.1 must be met prior to Class A recycled water being connected to the property. In the case of section 2.1(b) and/or 2.1(c), Yarra Valley Water may cease supply of Class A recycled water to the property until the conditions of section 2.1 are met.

For further details, please email recycledwater@yvw.com.au.

3. Recycled Water Plumbing

3.1. Toilet cisterns

(a) Residential

(i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply.

(ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

(b) Non-Residential

(i) All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply unless YVW has otherwise received and approved an application to the contrary.

(ii) Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply.

3.2. Rainwater Tanks

(a) Rainwater tanks may be used for outdoor taps, irrigation systems and flushing of toilets.

(b) Backup supply to the rainwater tank is only to be provided via an automatic changeover device connected to the Class A recycled water supply. All pipework must be appropriately marked as "Recycled or Reclaimed Water – Do Not Drink" and taps must comply with the recycled water plumbing requirements.

3.3. External Taps – Residential

(a) An external recycled water tap must be installed to service the **front** of the property:

(i) Yarra Valley Water supplies a purple recycled water riser and tap with removable tap handle and signage at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**

(ii) The private plumber is required to fit the front purple recycled water tap with removable tap handle and signage for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.

(iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(b) An external recycled water tap must be installed to service the rear of the property:

(i) Taps to be located to service the rear external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(ii) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.

(c) All external recycled water taps must have the following features:

(i) The whole body of the tap and handle must be coloured purple

(ii) Tap to be the jumper valve type

(iii) Tap handle must be the removable type

(iv) Standard thread on tap outlet for garden hose bib

(v) Tap inlet to have 5/8" right hand thread

(d) An external drinking water tap must installed to service the **front** of the property

(i) Yarra Valley Water supplies a drinking water riser and tap with atmospheric vacuum breaker at the time of the tapping for single residential lots/houses. The tap can be relocated by the private plumber if required but not removed. **Under no circumstances are the meters to be moved.**

(ii) The private plumber is required to fit the front drinking water tap with atmospheric vacuum breaker for each unit in a single level residential unit development, or for the common property in a multi-level residential unit development.

(iii) Taps must be located to service the front external area of the property by use of a garden hose and must not be obstructed by any permanent fixture such as a fence or wall.

(e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

(f) Where prior approval has been sought to install meters in pits, it is the responsibility of the private plumber to provide front taps for the drinking and Class A recycled water supplies.

3.4. External Taps – Non-Residential

(a) External recycled water taps may be installed to service the front and/or rear areas of the property.

(b) All external recycled water taps must comply with the features detailed in section 3.3(c).

(c) All external recycled water taps at the property must be fitted with a keyed tap lock or be installed in a secure location where the property is partially or wholly one of the following:

(i) an educational site including but not limited to schools and kindergartens;

(ii) a site to which the public have access;

(iii) a health care centre; or

(iv) a site that is likely to have children present.

(d) At least one external drinking water tap must be provided to service the property.

(e) **All external drinking water supply taps must be fitted with atmospheric vacuum breakers.**

3.5. Laundry Use

(a) A recycled water washing machine tap must be installed in the laundry.

(b) All recycled water washing machine tap kits must have the following features:

(i) For horizontal tap installations: recycled water washing machine tap to be installed on the right side of the cold water tap (hot, cold & then recycled water from left to right).

(ii) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water from top to bottom).

(iii) 5/8" Female threaded tap complete with purple handle and standard ¾" outlet

(iv) 5/8" Male lugged elbow

(v) Cover Plate with laser etched regulatory prohibition hybrid sign complying with AS1319 stating "Recycled Water Do Not Drink"

3.6. Irrigation Systems

(a) Irrigation systems connected to recycled water must be fitted with an approved master solenoid valve to ensure that main lines up to individual sprinkler station solenoid valves are not under constant pressure. The master solenoid should be located close to the meter assembly to reduce the length of pressurized irrigation piping.

(b) An appropriate containment backflow prevention device is to be fitted and independently

tested.

(c) You must ensure that recycled water runoff from the property to the stormwater is prevented.

3.7. Regulatory Prohibition Hybrid Signs

(a) A recycled water regulatory prohibition hybrid sign with the words **"Recycled Water Do Not Drink"** and complying with AS1319 is to be installed within 150mm of each external recycled water tap outlet, above the tap.

4. Uses of Recycled Water

4.1. Below is a summary list. For a more detailed information or clarification on Class A acceptable use please contact Yarra Valley Water.

4.2. Properties which YVW require the site occupier to be on a Recycled Water Agreement are subject to the uses approved by YVW as stated in their Recycled Water Agreement.

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Fire-fighting & fire protection systems (**excluding sprinkler systems**)	YES (✓)
Toilet / urinal flushing (**excluding bidets**)	YES (✓)
Laundry washing machines	YES (✓)
Vehicle washing	YES (✓)
Garden watering including vegetables	YES (✓)
Filling water features/ornamental ponds (**not for swimming**)	YES (✓)
Irrigation of public open space (e.g. parks, sports grounds)	YES (✓)
Irrigation of pasture & crops	YES (✓)
Livestock (**excluding pigs**)	YES (✓)
Cooling towers	YES (✓)
Industrial use: • Boiler feed water • Process water • Wash-down water • Dust suppression	YES (✓)
Fire protection sprinkler systems	NO (X)
Drinking (humans or pigs)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Swimming pools or spas	NO (X)
Children's water toys	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)

5. Plumbing Standards

5.1. All recycled water plumbing works are to be carried out in accordance with:

(a) AS/NZS 3500

(b) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting www.yvw.com.au

(c) EPA Dual pipe water recycling schemes – health and environmental risk management (guidelines for environmental management)

6. Inspections For Recycled Water Plumbing Works

6.1. The plumber is required to register and book inspections via Yarra Valley Water's online booking system (www.yvw.com.au/rwinspection). Inspections are mandatory and required at the stages below:

(a) R1 – All below ground pipework prior to backfilling

(i) For Houses and High Rise developments an R1 inspection must be done from the main meter to the building

(ii) For Multi-Unit developments an R1 inspection must be done for the internal main between the main meter and the check meters. R1 inspections are then required for each unit from the check meter to each dwelling

(iii) For larger, more complex developments multiple R1 inspections may be required to inspect all the below ground pipework in stages

(iv) Irrigation Systems require inspection of all below ground pipework

(b) R2 – All internal pipework prior to plastering

(i) For High-Rise developments separate R2 inspections must be booked for the common pipework on each floor servicing each dwelling

(c) R3– Commissioning prior to occupancy

(i) The site must have passed the R1 and R2 inspections before the R3 can be done

(ii) All tap-ware and plumbing fixtures must be fitted and operational

(iii) Properties must not be occupied before passing the R3 inspection

(iv) Irrigation systems must be commissioned prior to lodgement of the Compliance Certificate

For inspection related enquiries:

Email: rwplumbinginspection@yvw.com.au

Phone: 9872 2518

6.2. The deadline for booking R1 and R2 inspections is 3pm Monday to Friday

6.3. R3 inspections require two (2) business days' notice of the required inspection date

6.4. Inspections will take place Monday to Friday only. Inspections are not available on weekends or public holidays. Inspection times are 7.30am to 3pm.

6.5. R1 and R2 inspections can be booked consecutively for the same booking date only if they are both ready for inspection

6.6. R2 inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework

6.7. For R3 inspections the plumber will be contacted by the next business day to confirm the inspection time

6.8. Safe access to the site must be provided for inspections to take place

6.9. Failure to book inspections will result in penalties. Refer Section 1.

6.10. A PIC Consent Number is required for every property/residence being booked for inspections. Contact Yarra Valley Water if you do not have a PIC number for every property/residence being inspected:

(a) For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore a PIC Consent Number is also required for the main to check inspection.

6.11. Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination:

(a) Properties using a straight piece will not pass these inspections.

6.12. Yarra Valley Water will only carry out the required inspections in so far as they relate to the Conditions of Connection issued for new developments connecting to recycled water. Inspections will be carried out in accordance with the EPA Guidelines and a Risk Based Approach. Yarra Valley Water will not be certifying or approving plumbing works in terms of quality and will not be liable for any poor workmanship carried out by the plumber.

7. Temporary Cross Connections

7.1. Where pressure testing of pipework installed for the provision of Class A Recycled Water requires a temporary interconnection with the drinking water supply plumbing, such interconnection is to be above ground and clearly visible.

7.2. This interconnection is to be removed by the private plumber at the time of the commissioning inspection.

8. Tappings

8.1. The drinking water property service pipe is to be PE pipe and must be water marked.

8.2. The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked:

(a) PE pipe must not form any part of the water meter assembly.

8.3. **In the case of short side installations** the recycled water service pipe is to be laid on the left of the drinking water property service pipe (when facing the property) and maintain 300mm separation.

8.4. **In the case of long side installations** the same conduit for the drinking water property service may be utilised for the recycled water, however the 300mm separation is to be maintained on both the upstream and downstream ends of the conduit.

9. Locking Device

9.1. All recycled water meters will be installed with a locking device at the time of the tapping.

9.2. The locking device can only be removed by Yarra Valley Water when the property is commissioned, passing the R3 inspection:

(a) If the locking device is removed prior to commissioning, this will be considered a breach of these Conditions and Section 288 of *the Act*. The locking device will be re-fitted and follow up will occur under *the Act*.

10. Meter Assemblies & Positioning

10.1. Recycled water meters are to be positioned to the left of the drinking water meter assembly.

10.2. Recycled water meters and the meter assembly including inlet and outlet pipework must be purple.

10.3. **Meters in recycled water areas can only be moved by Yarra Valley Water.**

(a) An application must be made online via easyACCESS to move the meter/s.

(b) Yarra Valley Water can move meters up to 600mm from their original tapping location:

(i) 20mm and 25mm meters **are moved for free**

(ii) 32mm and above incur costs

(c) Meters which need to be moved >600mm need to be plugged and re-tapped and the relevant fees paid.

(d) Any meters which have been illegally moved are in breach of these Conditions and Section 288 of *the* Act. Yarra Valley Water will take the necessary action required to rectify the meters and recover any costs in doing so from the applicant or property owner as required. Rectification may include disconnection of services, relocating meters back to their original position, or if this is not possible plugging and re-tapping to a new location.

10.4. Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

10.5. Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

10.6. Any 25mm installation must be fitted with a right-angle ball valve.

10.7. Minimum separation between meters as follows:

(a) 20mm to 25mm meters – 250mm minimum clearance between meters

(b) 32mm and above – 150mm minimum clearance between meters

(c) For recycled and potable meters – minimum 300mm minimum clearance between the recycled and potable meters

11. Stolen Meters

11.1. Until the meter is replaced no connections between the supply and the dwelling are to be reinstated at the property. No straight pieces or alternative connections are allowed to be installed unless fitted by Yarra Valley Water's maintenance contractor.

11.2. Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**.

12. Owner's Responsibility

12.1. It is the owner/s (or for non-residential properties with a Recycled Water Agreement, the site occupier/s) responsibility to carry out the following:

(a) Educate children and visitors to the property about the permitted uses of Class A recycled water

(b) Remove the handle from the recycled water taps when not in use

(c) Ensure that all recycled water regulatory prohibition hybrid signs are visible and legible at all times

12.2. For Irrigation Systems:

(a) Until Class A Recycled Water is available (i.e. charged through the recycled water main), irrigation systems time of operation must comply with current Government water restriction requirements

(b) Annual testing of the backflow prevention device is required to ensure the device is operating correctly

(c) Signage must be produced at the owner's expense and displayed prominently within 150mm of all recycled water outlets. These signs should comply with AS1319 and should contain the wording: "Recycled Water Do Not Drink".

12.3. The conditions detailed in this document are binding on subsequent owners.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Ownership boundaries for the sewer connection point can be found at https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities

Following the completion of a new or altered property sewerage drain, a copy of the updated Property

Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.
You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

16th November 2022

Application ID: 566065

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
New YVW Sewer Branch	1497898

Service Request Number: 7976785

Conditions of Connection Details

GENERAL

In these conditions the terms,
(a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
(b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.
It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:
- Plumbing Regulations 1998 (Vic);
- Water Industry Regulations 2006 (Vic);
- Building Act 1993 (Vic);
- Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

SEWER

The new sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the new sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new

application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

A new sewer branch or minor sewer works is required for this development. The sewer branch or minor sewer works must be undertaken by one of Yarra Valley Water's accredited live sewer contractors (see attached list).

The accredited live sewer contractor will need to submit a pre-construction verification form on the Works Portal at least 3 days prior to any work commencing on Yarra Valley Water's sewer assets.

Where work is required in adjoining properties the applicant must:
1. Give reasonable notice and negotiate access with the respective owners well before any work commences & provide written confirmation to the live sewer contractor verifying access is granted, and
2. Restore the property to its former condition in the area where work was performed.

Any unused branches at the site must be cut and sealed.

For the construction of a new sewer branch from an existing sewer main please ensure your selected location for the new sewer branch is able to adequately control the entire site via gravity. If the new sewer branch is unable to service the development via gravity connection additional fees and works will apply.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made. We may also amend these conditions from time to time if we consider that it is necessary to:
- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Frank J. Horvat & Co. Pty. C/- InfoTrack (LEAP) C/
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6711091360
Rate Certificate No: 30768835

Date of Issue: 19/05/2023
Your Ref: 4435

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
300 HIGHLANDER DR, CRAIGIEBURN VIC 3064	36323\PS845578	5276206	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2023 to 30-06-2023	$19.69	$19.69
Residential Water Usage Charge *Step 1 – 7.000000kL x $2.44510000 = $17.12* Estimated Average Daily Usage $0.22	22-12-2022 to 09-03-2023	$17.12	$0.00
Residential Recycled Water Usage Charge	22-12-2022 to 09-03-2023	$0.00	$0.00
Parks Fee	01-10-2022 to 30-06-2023	$61.03	$0.00
Drainage Fee	01-04-2023 to 30-06-2023	$27.34	$27.34
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$47.03

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
563 GRAND BVD, CRAIGIEBURN VIC 3064	5\PS831985	5237973	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

Total Due $47.03

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Recycled water is available at this property

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5276206

Address: 300 HIGHLANDER DR, CRAIGIEBURN VIC 3064

Water Information Statement Number: 30768835

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 67110913608

Amount Paid		Date Paid		Receipt Number	

Yarra Valley Water

20th December 2022

Zaia Zia
YZ Constructions Pty Ltd
care of
info@yzconstructions.com.au

Dear Zaia Zia,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	571661
Property Address	300 HIGHLANDER DRIVE CRAIGIEBURN 3064
Service Location ID	5276206

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *
Residential or Habitable Structure • cannot build over the sewer main and 600mm horizontal clearance is required • cannot build over any sewer branch and 600mm horizontal clearance is required
Excavation & Landscaping • can be undertaken over the sewer main and 600mm horizontal and vertical clearance is required, maximum fill over the sewer main is 1m • can be undertaken over the sewer branch servicing the property and 600mm horizontal and vertical clearance is required, maximum fill over the sewer branch is 1m
Utility services that are required (Gas, Electricity, Telecommunications) and Property Drains on the property • 600mm horizontal clearance is required from the sewer main and 150mm vertical clearance when traversing the sewer main at a 90° angle • 600mm horizontal clearance is required from any sewer branch and 150mm vertical clearance when traversing the sewer at a 90° angle

*** Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.**

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit http://www.yvw.com.au/help-advice/develop-build. Alternatively you can contact us on 1300 651 511.

Yours sincerely,



Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600mm.
8. Balconies/ canopies are permitted where height clearances as indicated in the table below are achieved

Height Clearance – height clearance is taken to be height of the walls	
Depth to invert of sewer main	Minimum height clearance above floor level
Less than 2.7m	2.1m or depth of sewer main whichever is greater
2.7m to 3.5m	2.7m

For any residential or habitable structure in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'B' for this structure.
2. Pad footings/ foundations are permitted.
3. The proposed structure cannot be built over the property connection branch. A minimum of 600 mm horizontal clearance between the proposed works/ foundations and the property connection branch is required.
4. Footings/ foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure.
5. Driven piles are not permitted.
6. Maximum width allowed for eaves is 600mm.

For any excavation and landscaping for a residential property in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D for this structure.
2. The proposed structure can be built over the property connection branch. A minimum 600 mm

horizontal clearance between the proposed works/ foundations and the property connection branch is required.

3. A minimum vertical cover of 600 mm over the property connection branch is required.
4. Maximum fill allowed over property connection branch is 1.0 m
5. Pad footings/ foundations are permitted
6. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that additional load will be placed on the property connection branch by the structure
7. Pier and beam foundations traversing the property connection branch must be a minimum of 600 mm from the property connection branch but no further away than 1000 mm.
8. Driven piles are not permitted.

For any utility services that are required (gas, electricity, telecommunications) and property drains for a residential property in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'K' for this structure.
2. The proposed structure can be built over the property connection branch.

For works adjacent to the property connection branch.

3. Services must maintain a minimum 600 mm horizontal clearance from the edge of the property connection branch.

For works traversing the property connection branch, the following additional conditions apply.

4. Services must maintain a minimum vertical clearance of 150 mm.
5. Services are to traverse the sewer main at a 90 degree angle.
6. No additional load it to be placed on the property connection branch by the services.

For any excavation and landscaping for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Where you need to transverse the sewer main during excavation or landscaping, the following additional conditions apply
8. The maximum fill allowed over the sewer main is 1.0 m.
9. A minimum 600 mm vertical clearance is to be maintained over the sewer main
10. Rockeries and other garden ornamentation are permitted.
    Feature works must be easily relocatable.
11. Below ground ponds are not permitted.
12. The Owner will be responsible for the emptying and refilling of water features. This must comply with the current water restrictions in place.

For any utility services that are required (gas, electricity, telecommunications) and property drains for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'K' for this structure.
2. The proposed structure cannot be built over the sewer asset.

For works adjacent to the sewer main.

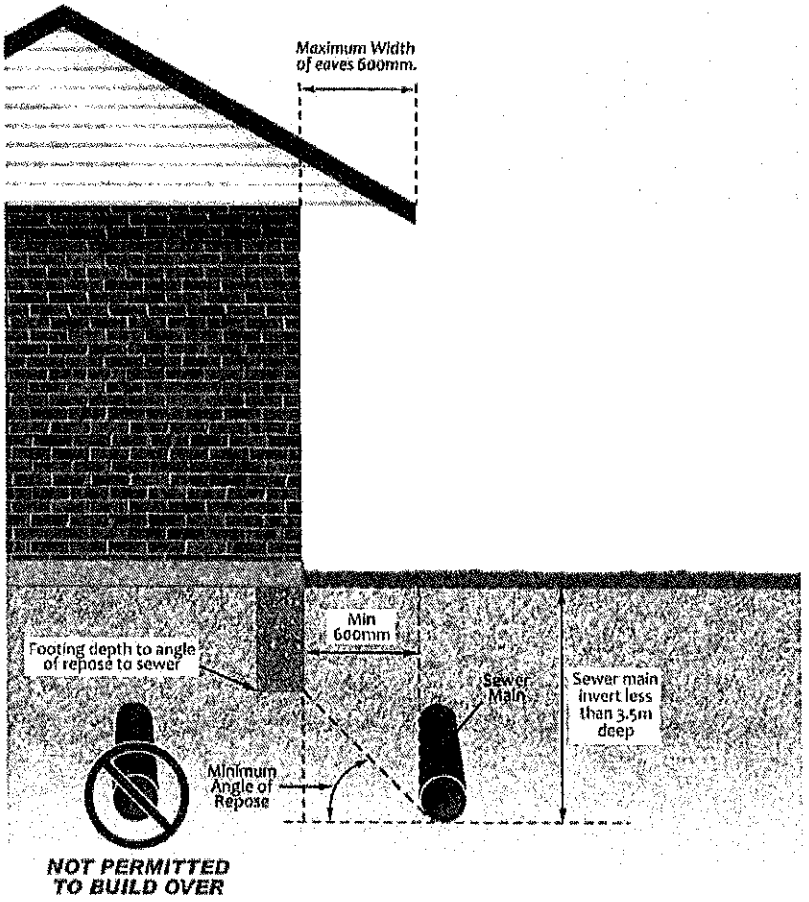
3. Services must maintain a minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.

For works traversing the sewer main, the following additional conditions apply.

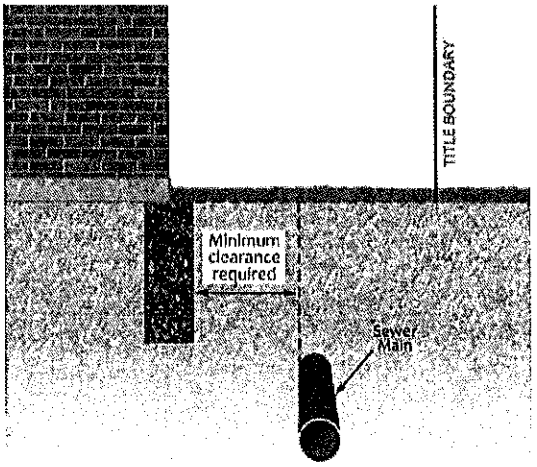
4. Services must maintain a minimum vertical clearance of 150 mm.
5. Services are to traverse the sewer main at a 90 degree angle.
6. No additional load it to be placed on the sewer main by the services.

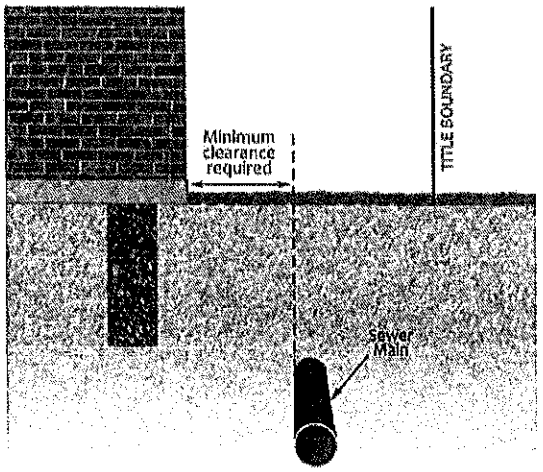
HABITABLE STRUCTURE

SEWER MAIN INVERT LESS THAN 3.5 METRES HABITABLE STRUCTURE



CLEARANCES REQUIRED FROM ASSETS



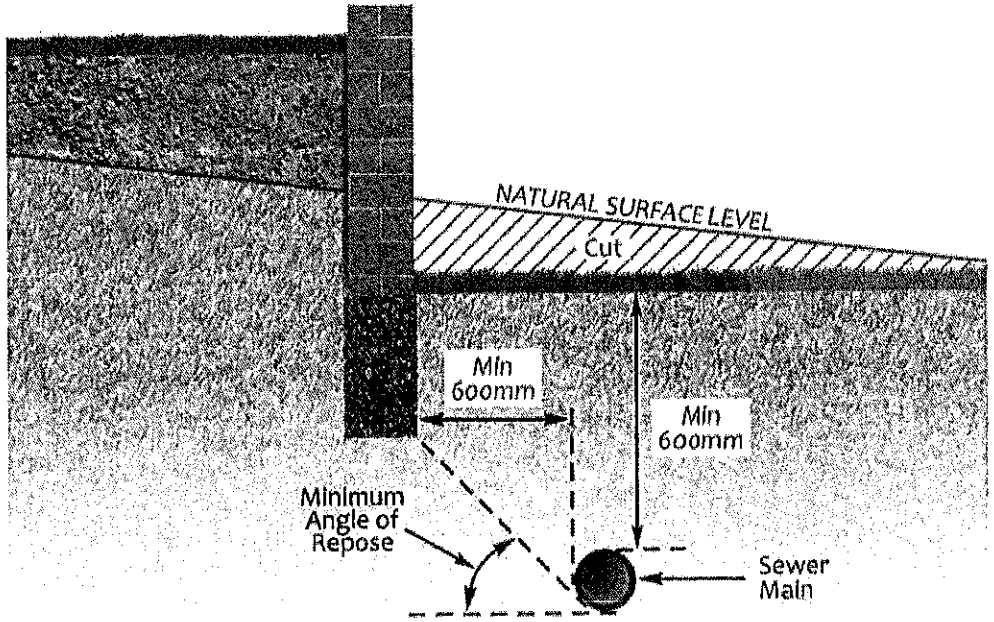


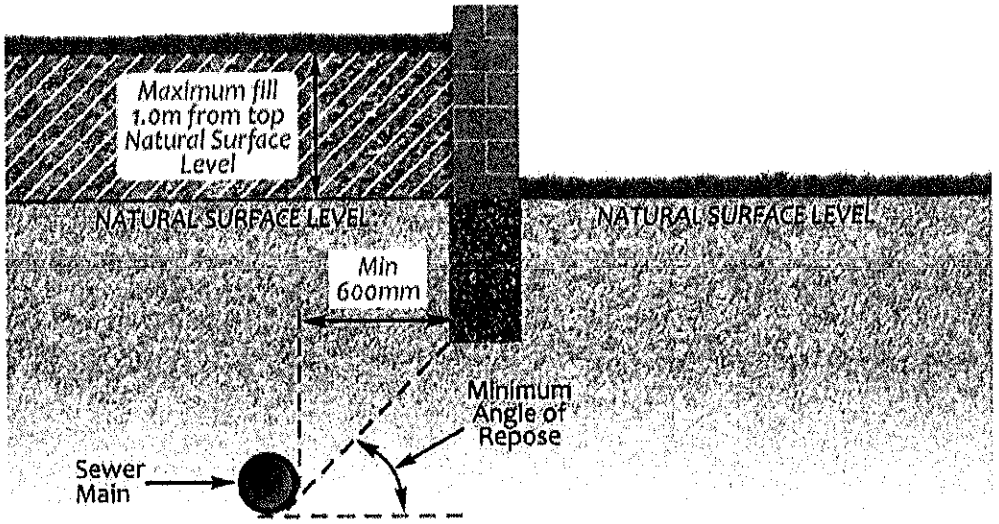
THE CLEARANCE IS TAKEN TO THE CLOSEST PART OF THE WORKS, BE IT FOUNDATION OR WALL.

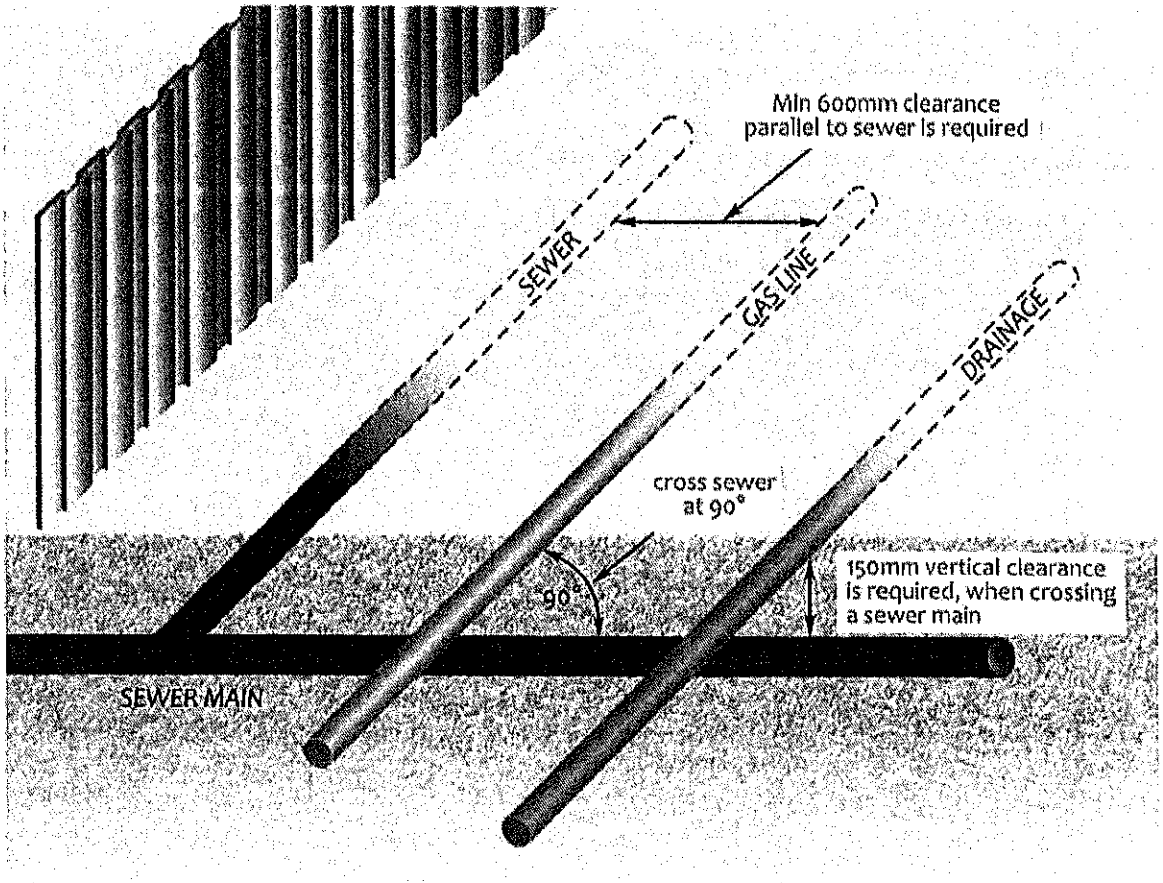
EXCAVATION - LANDSCAPING

EXCAVATION - CUT & FILL

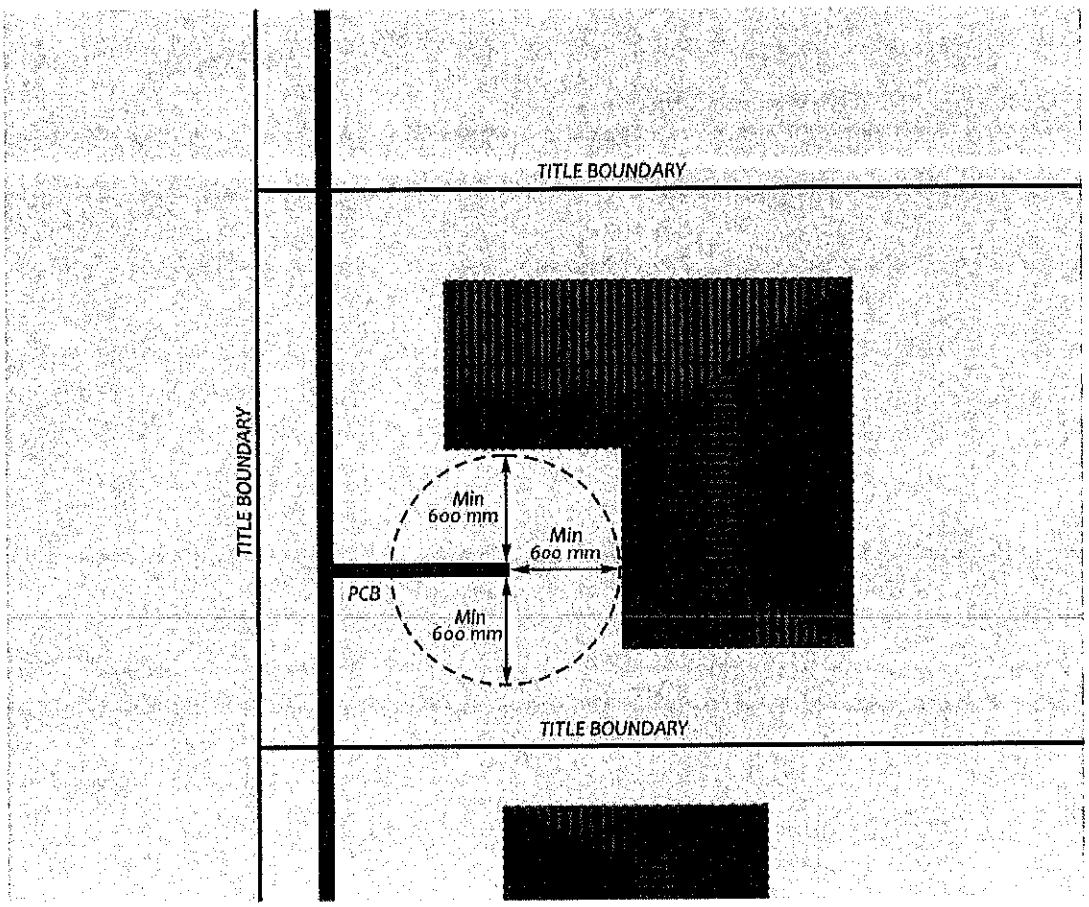
ADJACENT TO SEWER



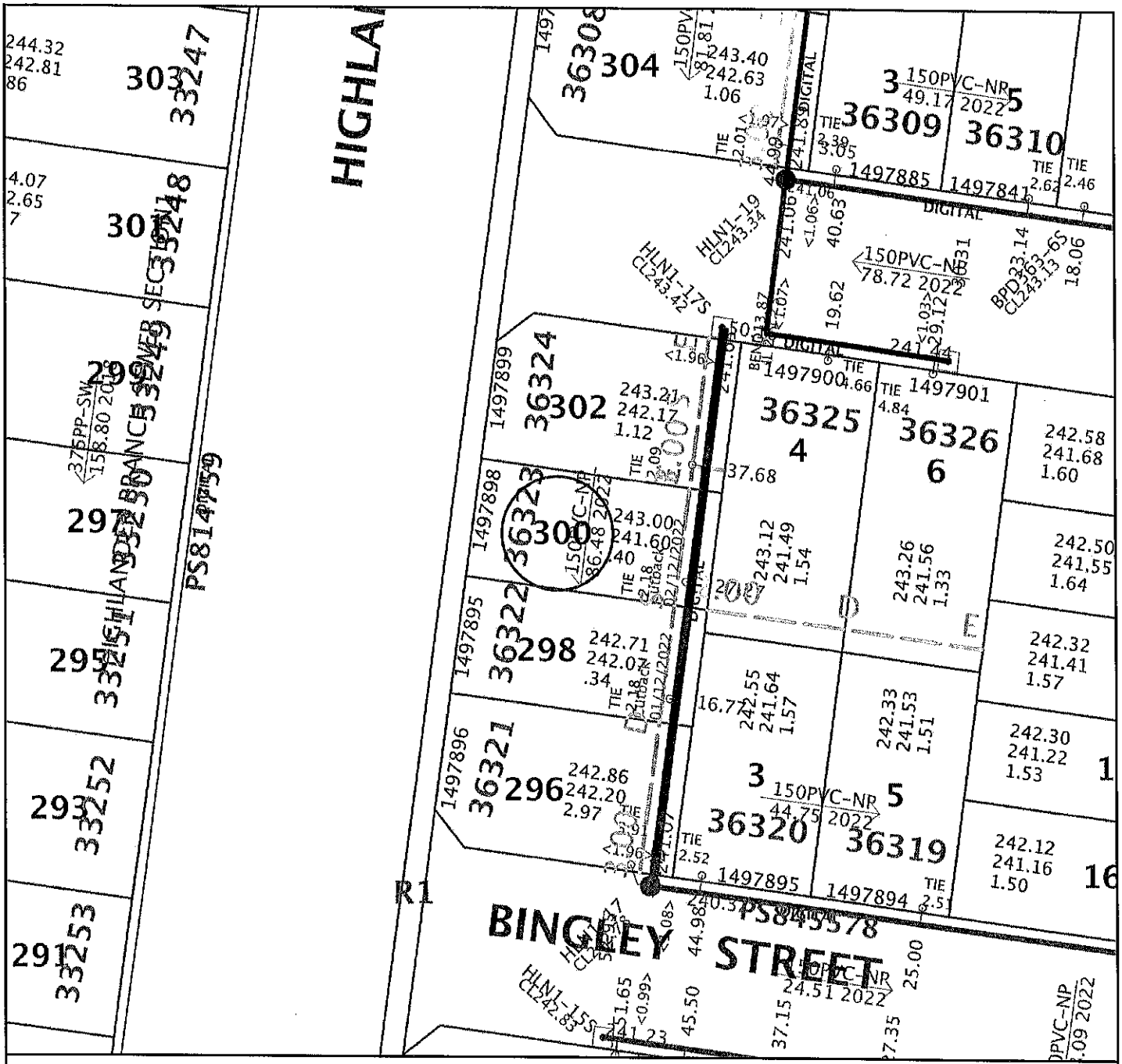



Min 600mm clearance
parallel to sewer is required
SEWER
GAS LINE
DRAINAGE
cross sewer
at 90°
90°
150mm vertical clearance
is required, when crossing
a sewer main
SEWER MAIN

RESIDENTIAL
PROPERTY CONNECTION BRANCH



PCB - Property Connection Branch



Yarra Valley Water
Sewerage Depth Offset
Asset Map

Address 300 HIGHLANDER DRIVE CRAIGIEBURN 3064

Date	20/12/2022
Scale	1:500

N

Yarra Valley Water

ABN 93 066 902 501

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset	<1.00>	End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

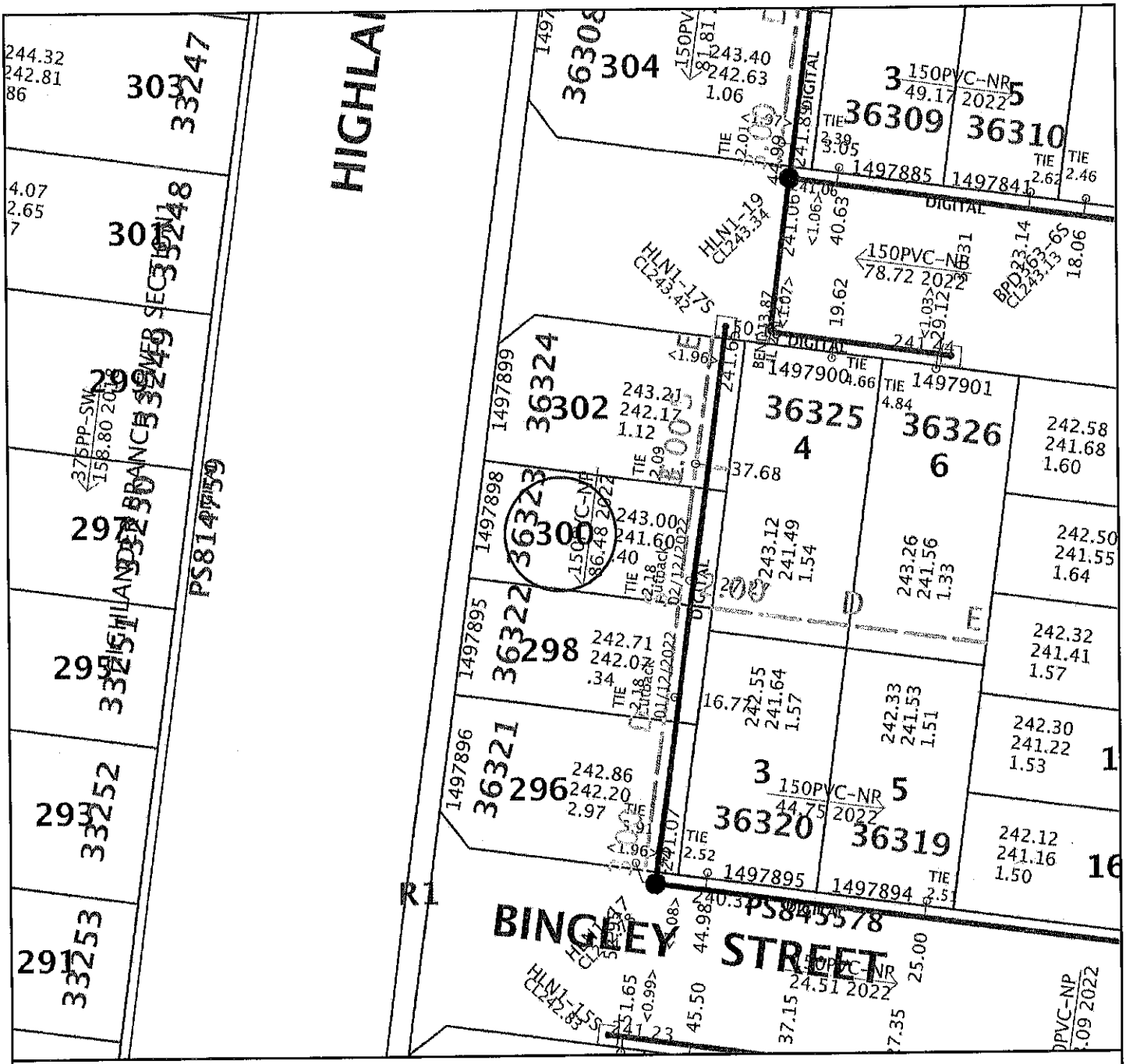
Abbreviation Pipe Material

VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 1.74
Branch Length (m): 0.4

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
If pipe offset is not shown, it is unknown and will need to be proven on site.
YVW Ref: 5276206



Yarra Valley Water
Sewer Branch
Asset Map

Address 300 HIGHLANDER DRIVE CRAIGIEBURN 3064

Date	20/12/2022
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Sewer Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title		Access Point Number	GLV2-42
Proposed Title		Circular Manhole	
Sewer Branch	0	Gas Check Manhole	
Existing Sewer		Inspection Shaft	
Sewer Pipe Flow		Pipe Junction	
Sewer Offset	<1.00>	Maintenance Shaft	
Abandoned Sewer		Maintenance Chamber	
Long Branch Reducer		End of Pipe	

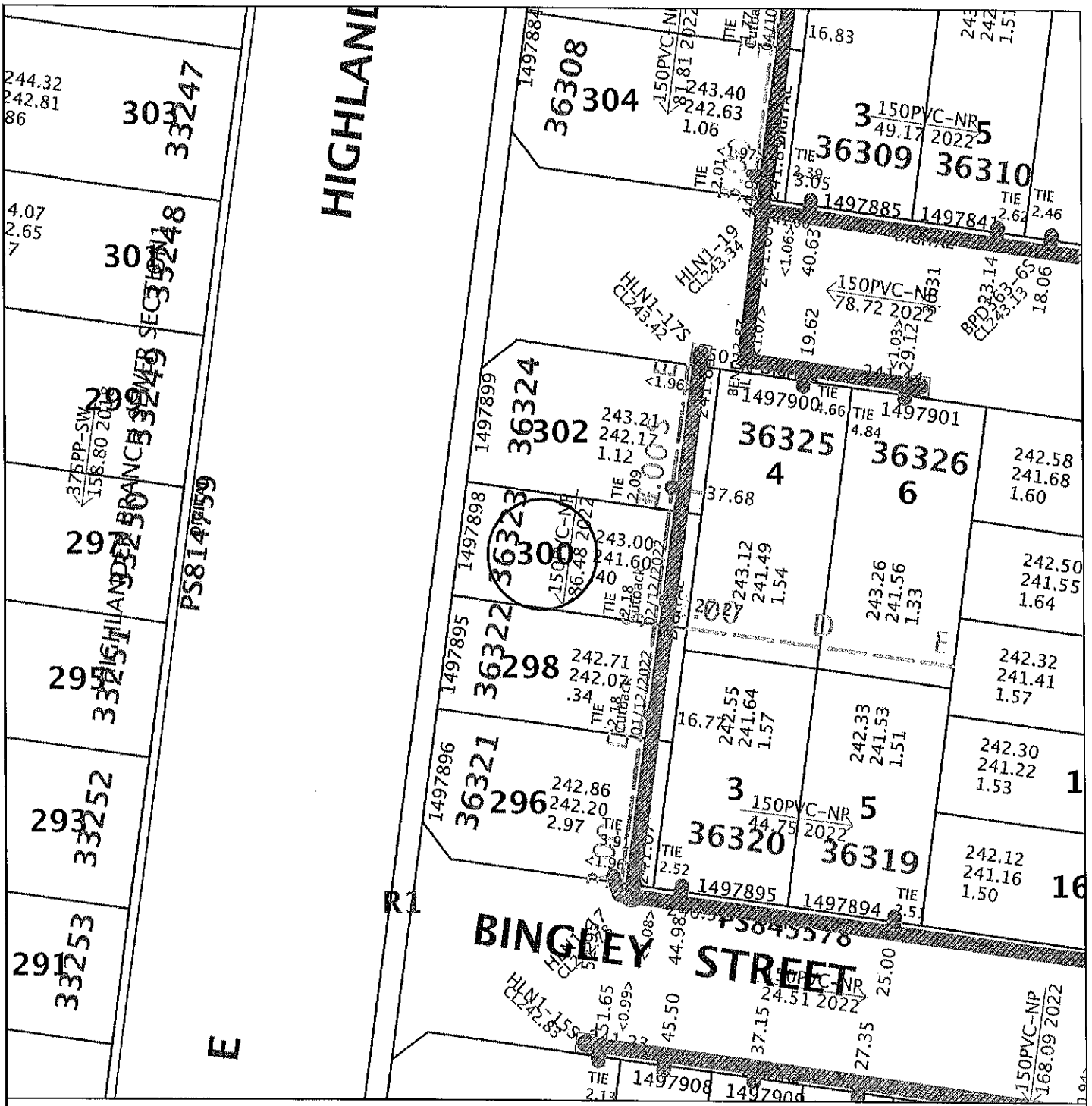
Abbreviation Pipe Material

VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: PVC-NP
Branch Depth (m): 1.4
Branch Length (m): 0.4

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
YVW Ref: 5276206


HIGHLANDER DRIVE
BINGLEY STREET
36308
304
36309
36310
36324
302
36325
36326
36323
300
36322
298
36321
296
36320
36319
303
301
299
297
295
293
291
R1
E
PS814759
PS845378
1497884
1497885
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1497900
1497901
1497898
1497895
1497896
1497894
1497908
150PVC-NR 49.17 2022
150PVC-NR 78.72 2022
150PVC-NR 86.48 2022
150PVC-NR 44.75 2022
150PVC-NR 24.51 2022
150PVC-NP 168.09 2022
HLN1-19 CL243.34
HLN1-17S CL243.42
HLN1-15S CL242.85
BPD363-6S CL243.13
375PP-SW 158.80 2022
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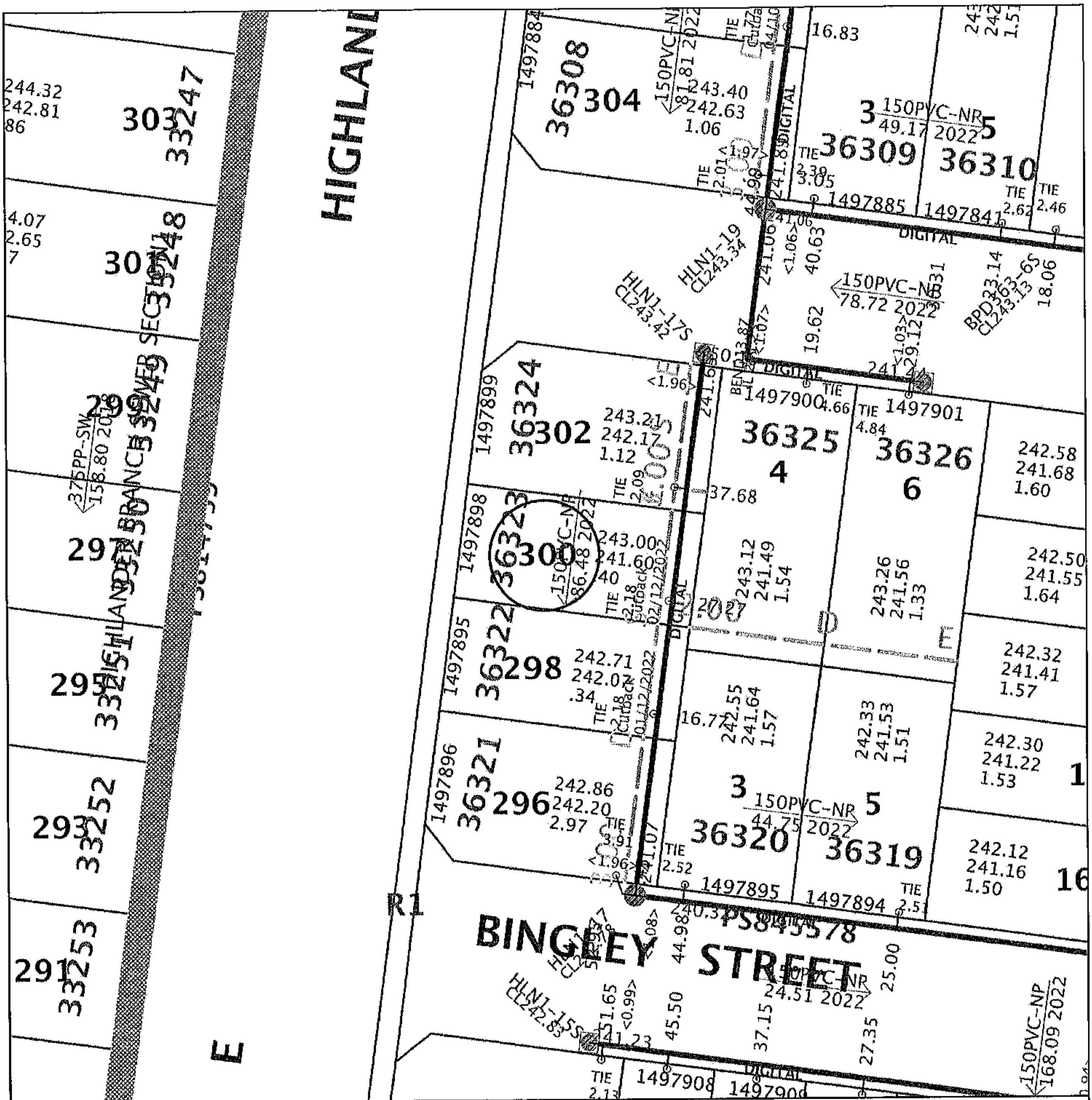


Yarra Valley Water **Build Over Plan Reference: Plan D** **General Structures**	**Address**	300 HIGHLANDER DRIVE CRAIGIEBURN 3064	
	Date	20/12/2022	N
	Scale	1:500	

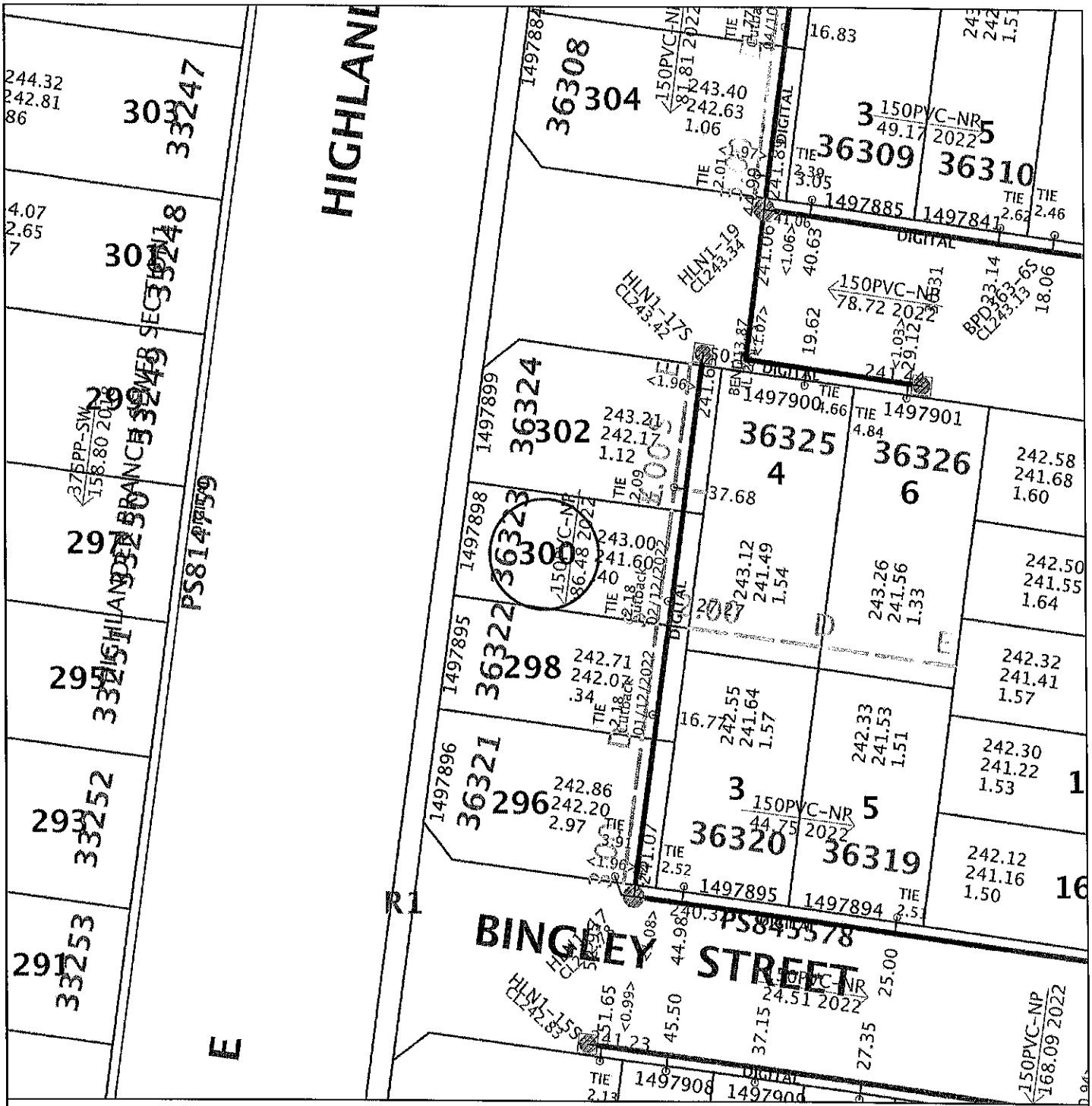
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water
ABN 93 066 902 501

Yarra Valley Water Application ID: 571661

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	- - - -	Boundary of easement.
Red shaded area	//////	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	XXXXX	Assets and area that cannot be built over.
Green highlighted assets	▬▬	Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water
Build Over Plan Reference: Plan K
Utilities and Property Drains

Address 300 HIGHLANDER DRIVE CRAIGIEBURN 3064

Date	20/12/2022
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 571661

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	- - - -	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▩	Assets and area that cannot be built over.
Green highlighted assets	▬	Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.

2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.

3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.

4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.

5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.

6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.

9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works.YVW will not repair or reinstate the Owner's Works.

10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.

11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.

12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

13. Our imposition of conditions does not affect the rights of any other parties over the area in question.

14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

    If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website easyACCESS Land Development Hub.

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

RESPONSIBILITY OF SEWER CONNECTION POINTS

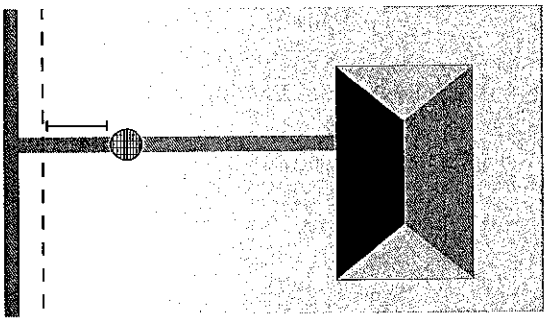
Yarra Valley Water

Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

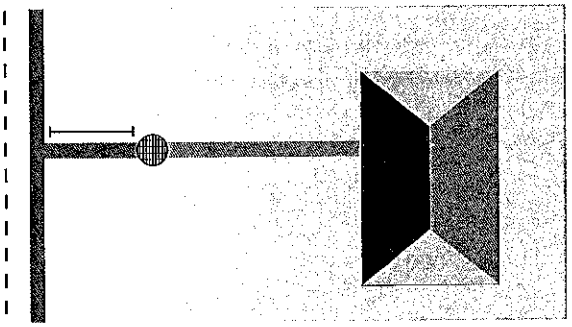
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

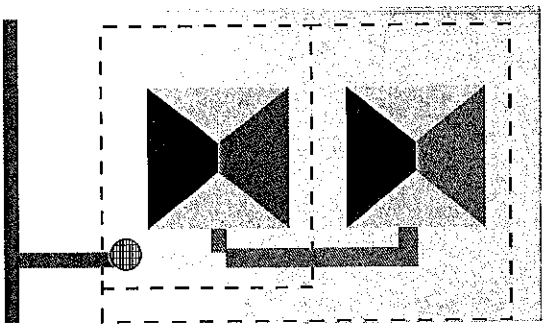
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

- Property owner responsibility
- Combined property owner responsibility
- YVW responsibility
- Boundary of property
- Inspection opening (may be below ground or at surface level)
- Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU
GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224
Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

Property Clearance Certificate

Taxation Administration Act 1997

INFOTRACK / FRANK J. HORVAT & CO. PTY.

Your Reference: 39895
Certificate No: 64598871
Issue Date: 19 MAY 2023
Enquiries: ESYSPROD

Land Address: 300 HIGHLANDER DRIVE CRAIGIEBURN VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49172155	36323	845578	12384	260	$515.88

Vendor: ZAIA YOUSIF ZIA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR ZAIA YOUSIF ZIA	2023	$225,000	$515.88	$0.00	$515.88

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	$225,000
SITE VALUE:	$225,000
AMOUNT PAYABLE:	**$515.88**

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 64598871

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $0.00

Taxable Value = $225,000

Calculated as $0 plus ($225,000 - $0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 64598871

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 64598871

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

ELEMENT
— BUILDING SURVEYORS —

Element Building Surveyors
Suite 19, Level 10 401 Docklands Drive Docklands VIC 3008
info@elementbs.com.au
www.elementbs.com.au
ABN 58 736 671 989 ACN 639 165 816

20220477

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

Building Permit No. 7596504632294
18/10/2022

Issued to

Agent of Owner	**Zaia Zia**	
Postal Address	**110 KILLARA ROAD CAMPBELLFIELD VIC**	Postcode **3061**
Email	**info@y2constructions.com.au**	
Address for serving or giving of documents: **110 KILLARA ROAD CAMPBELLFIELD**		Postcode **3061**
Contact Person	**Zaia Zia**	Telephone **0408591093**

Ownership Details

Owner	**ZAIA YOUSIF Zia**	
Postal Address	**110 KILLARA ROAD CAMPBELLFIELD VIC**	Postcode **3061**
Email	**info@y2constructions.com.au**	
Contact Person	**ZAIA YOUSIF Zia**	Telephone **0408591093**

Property Details

Number **300**	Street/Road **Highlander Drive**	Suburb **CRAIGIEBURN**	Postcode **3064**
Lot/s **36323**	LP/PS **PS845578B**	Volume **12384**	Folio **260**
Crown allotment	Section No	Parish	County

Municipal District **Hume City Council**

Builder

Name	**Kinghorn Constructions**	Telephone **0424 936 812**
ACN	**603855634**	
Registration no	**CDB-U 52997**	
Address	**PO BOX 181 WATSONIA WATSONIA VIC**	Postcode **3087**

This builder is specified under section 24B(4) of the **Building Act 1993** for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders

Name **Bryan Stokes** Telephone **0424 936 812**
Postal address **PO BOX 181 WATSONIA WATSONIA VIC** Postcode **3087**

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Jeannyfer Pangestu	PE	PE0003418
Gabriel Aodish	DP-AD	38771

Details of Domestic Building Work Insurance[5]
The issuer or provider of the required insurance policy is: **MASTER BUILDERS INSURANCE BROKERS PTY LTD**
Insurance policy number : **C741328**
Insurance policy date : **15/10/2022**
Policy Cover: **$300000.0000**

Details of Relevant Planning Permit
Planning Permit No: Date of grant of Planning Permit:

Nature of Building Work
Description: **Construction of dwelling and associate garage**
Storeys contains: **1**
Rise in storeys: **N/A**
Effective height: **N/A**
Type of construction: **N/A**
Version of BCA applicable to permit: **Vol2 2019**
Stage of building work permitted:
Cost of Building Work: **$200,000.00**
Total floor area of new building work in m^2: **156**

Building classification

Part of Building	BCA Classification
Dwelling	1a(a)
Garage	10a

Prescribed Reporting Authorities
The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Hume City Council	Point of discharge of stormwater	reg. 133(2)

Protection Work
Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements[3]
The mandatory inspection notification stages are:
1. Before placing a footing
2. Before pouring an in situ reinforced concrete member (Pre-Slab)
3. Before pouring an in situ reinforced concrete member (Steel for slab)
4. The completion of framework
5. Final, on the completion of all building work.

Occupation or User of Building
An occupancy permit is required prior to the occupation or use of this building

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and Completion
This building work must commence by **18/10/2023**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by: **18/10/2024**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Relevant Building Surveyor
Name: **Daniel Cafeo**
Company Name: **Element Building Surveyors**
ABN: **58 736 671 989** ACN: **639 165 816**
Address: **Suite 19, Level 10 401 Docklands Drive Docklands VIC 3008**
Email: **info@elementbs.com.au**
Building practitioner registration no.: **BSL-64509**
Permit no.: **7596504632294** Date of issue of permit: **18/10/2022**



Notes

Note 1 Under Regulation 42 an owner of a building of land, for which a building permit has been issued. must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;

Note 2 Under Regulation 41 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3 Include building practitioners with continuing involvement in the building work.

Note 4 Include building practitioners with no further involvement in the building work.

Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than $16,000) must be covered by an insurance policy as required under section 135 of **The Building Act 1993.**

Conditions of Approval

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. The dwelling is to be protected from Termites in accordance with Part 3.1.4 of the NCC Volume Two 2019.
2. Copy of the truss layout (roof and floor), computations and prefabricated walls to be submitted for approval prior to the frame inspection.

ELEMENT
— BUILDING SURVEYORS —

Element Building Surveyors
Suite 19, Level 10 401 Docklands Drive Docklands VIC 3008
info@elementbs.com.au
www.elementbs.com.au
ABN 58 736 671 989 ACN 639 165 816

20220477

Form 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number **300**	Street/Road **Highlander Drive**	Suburb **CRAIGIEBURN**	Postcode **3064**
Lot/s **36323**	LP/PS **PS845578B**	Volume **12384**	Folio **260**
Crown allotment	Section No	Parish	County

Municipal District **Hume City Council**

Building permit details

Building permit number: **7596504632294**
Version of BCA applicable to building permit: **Vol2 2019**

Storeys contained	**1**	Rise in storeys (for Class 2-9 buildings)	**N/A**
Effective height	**N/A**	Type of construction	**N/A**

Building Details

Part of building to which permit applies	Permitted use	BCA Class of building	Maximum permissible floor live load	Maximum number of people to be accommodated
Dwelling	Domestic	1a(a)	1.5KPA	N/A
Garage	Domestic	10a	2.5KPA	N/A

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.6.1 Building	Using a dual water reticulation system connected to all sanitary flushing systems in lieu of the required 2000 litre rainwater tank connected to all sanitary flushing systems or a solar hot water system.

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor
Name: **Daniel Cafeo**
Address: **Suite 19, Level 10 401 Docklands Drive Docklands VIC 3008**
Email: **info@elementbs.com.au**
Building practitioner registration no.: **BSL-64509**
Company Name: **Element Building Surveyors**
ABN: **58 736 671 989**ACN: **639 165 816**
Occupancy Permit no.: **7596504632294**

Date of issue of permit: **15/05/2023**



MASTER BUILDERS INSURANCE BROKERS PTY LTD
Level 3, 332 Albert Street
East Melbourne VIC 3002
mbib.com.au
1800 150 888

Domestic Building Insurance

Certificate of Insurance

Zaia Zia
12 Peterborough Ct
ATTWOOD
VIC 3049

Policy Number:
C741328

Policy Inception Date:
15/10/2022

Builder Account Number:
009583

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 136 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**300 Highlander Dr CRAIGIEBURN VIC 3064 Australia**
Carried out by the builder:	**KINGHORN CONSTRUCTIONS PTY LTD**
Builder ACN:	**603855634**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	**Zaia Zia**
Pursuant to a domestic building contract dated:	**21/10/2022**
For the contract price of:	**$ 200,000.00**
Type of Cover:	**Cover is only provided if KINGHORN CONSTRUCTIONS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK
If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT
This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated:15/10/2022
OFFICE USE ONLY: COI-0717-1

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

VICTORIA State Government

DEPOSIT STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")

VENDORS: **Zaia Yousif Zia**

PROPERTY: **300 Highlander Drive, Craigieburn VIC 3064**

1. *The Property is not subject to a mortgage (as defined in the Act)*

2. *There is no caveat lodged against the title to the Property under the Transfer of Land Act 1958.*

DATE OF THIS STATEMENT: 15 / 5 / 20.23

Signature of the Vendors _____
Zaia Yousif Zia

_____

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT: / / 20.....

Signature of the Purchaser _____

1. RELEASE OF THE DEPOSIT BY THE PURCHASER

1. The Purchaser is satisfied that –

   (a) the above particulars provided by the Vendors is accurate.

   (b) the particulars indicate that the purchase price is sufficient to discharge all mortgages over the Property.

   (c) the contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser is deemed to have accepted title.

DATE OF THIS RELEASE: / /20.....

Signature of the Purchaser _____