

DATED

2023

**GIUSEPPE SEBASTIANO VALENTI AND SONIA PATRICIA VALENTI**

to

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**CONTRACT OF SALE OF LAND**

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**Property: 107 Horizon Boulevard, Greenvale 3059**

**TARTAGLIA LAWYERS**  
Lawyers  
240 Union Road  
Ascot Vale Victoria 3032

Tel: 9326 1455  
Fax: 9326 1499  
Ref: ST:EM:391/2023

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

## Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
  - special conditions, if any; and
  - general conditions (which are in standard form; see general condition 6.1)
- In that order of priority.

### SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

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

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

**GIUSEPPE SEBASTIANO VALENTI AND SONIA PATRICIA VALENTI**

State nature of authority, if applicable: .....

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

### IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

\*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Jason Real Estate  
201B Melrose Drive, Tullamarine, VIC 3043

Email: tullamarine@jasonrealestate.com.au

Tel: 9338 6411

Mob:

Fax: 9338 6548

Ref:

#### Vendor

GIUSEPPE SEBASTIANO VALENTI AND SONIA PATRICIA VALENTI  
107 Horizon Blvd, Greenvale, VIC 3059

Email:

#### Vendor's legal practitioner or conveyancer

Tartaglia Lawyers  
240 Union Road, Ascot Vale Victoria 3032  
PO Box 156, Ascot Vale VIC 3032

Email: sam@tartaglia.com.au

Tel: 9326 1455

Mob:

Fax: 9326 1499

Ref: ST:391/2023

#### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan
Volume 11518 Folio 322	201	714705E
Volume	Folio	

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **107 Horizon Boulevard, Greenvale 3059**

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

Existing: fixed floor coverings, window furnishings, electric light fittings, dishwasher, ceiling fans, barbeque and other fixtures and fittings of a permanent nature as inspected.

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

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

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

**Settlement (general conditions 17 & 28.2)**

is due on

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

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

**Lease (general condition 5.1)**

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

(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- a lease for a term ending on \_\_\_\_\_ with options to renew, each of \_\_\_\_\_ years
- OR
- a residential tenancy for a fixed term ending on \_\_\_\_\_
- OR
- a periodic tenancy determinable by notice

**Terms contract (general condition 30)**

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

**Loan (general condition 20)**

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_

Approval date: \_\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

## Special Conditions

**Instructions:** *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space*

### **SPECIAL CONDITIONS**

#### **1. SALE BY AUCTION**

The property is offered for the sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

#### **2. THE PURCHASERS INSPECTION**

The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

- (a) is satisfied as to the nature, quality, condition and state of repair of the Property;
- (b) accepts that all structures or improvements on the Property are contained wholly within the title boundaries of the Property and that no structure or improvements of any adjoining property encroaches over or under the title boundaries to the Property;
- (c) accepts that the price of the land has been agreed upon the basis of existing amenities. The Purchaser shall assume responsibility and indemnify the Vendor against all charges or liabilities in respect of any road making, fencing or any other works whatsoever which have not actually been commenced at the date of this Contract, notwithstanding any notices in respect of such work may have been received by the Vendor prior to the date of this Contract;
- (d) accepts the Property as it is and subject to all defects (latent or patent) and all dilapidation and infestation; and
- (e) is satisfied about the purposes for which the Property may be used and about all restrictions and prohibitions on its development including restrictions as to use under any order, plan, scheme, regulation or by-law contained in or made pursuant to any legislation to control the use of land. No such restriction shall constitute a defect in the Vendor's Title or affect the validity of this Contract.

#### **3. THE PURCHASER WARRANTS THAT:**

- (a) except for any disclosure by the Vendor or the Vendor's Agent to the Purchaser in accordance with the provisions of the *Sale of Land Act 1962* (as amended), no information, representation or warranty of the Vendor or the vendor's Agent (apart from the statements contained in the Vendor's Statement, a copy of which is annexed to this Contract) was supplied or made with the intention or knowledge that it would be relied upon the Purchaser, and the purchaser enters into this Contract solely on the basis of its own enquiries and investigations;
- (b) no information, representation or warranty has been so relied upon;

- (c) there is no other contract, agreement or collateral warranty existing at the time of execution of this Contract which relates to the Property or the purchase of the Property, by the Purchaser;
- (d) this Contract and the original Vendor's Statement are the sole and full repository of the agreement between the Vendor, the Vendor's Agent and the Purchaser; and
- (e) without limitation, the Purchaser acknowledges that it has not relied upon any information contained in any information memorandum, brochure or advertisement prepared by or on behalf of the Vendor in relation to the sale of the Property.

**4. THE VENDOR GIVES NO WARRANTY:**

- (a) that the improvements erected on the Land or any alterations or additions to the improvements comply with any Building legislation. The Purchaser must not make any requisition or object or claim any compensation in respect of any non-compliance with any Building Legislation and must not call upon the Vendor to bear all or any part of the costs of complying with any Building Legislation; and
- (b) as to the use to which the Property may be put.

Settlement of this Contract is not conditional or dependent upon the Purchaser obtaining any consent or approval lawfully necessary in order to enable the property or any part of it to be used or occupied by the Purchaser or any other person for any purpose whatsoever, and is not conditional upon any matter referred to in this Special Condition.

The Purchaser must make no objection, claim compensation or delay payment of the Residue because of anything in connection with:

- (I) any of the matters referred to in this Special Condition;
- (II) any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the property;
- (III) there being or not being an easement or other right in respect of a service for the Property being a joint service or passing through another property, or any service for another property passing through another property, or any service for another property passing through the Property ("service" includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- (IV) the presence in or on the Property of any Contaminate; or
- (V) the presence in or on the Property of any Combustible Cladding;
- (VI) the condition or existence or non-existence of service;
- (VII) any encroachment of adjoining properties affecting the land;
- (VIII) any encroachment, restriction or condition affecting or imposed upon the land or its use;
- (IX) any rights of or claims by any authority; and
- (X) the applicable planning scheme.

For the purpose of this special condition "Building Legislation" means the *Building Control Act 1981*, the *Building Act 1993*, The Building Code of Australia or the requirements of any government or other governmental, semi governmental, statutory body or entity in relation to any improvements erected on the Land or any alterations or additions to the improvements.

**5. WAIVER:**

No waiver of any breach of this Contract or of any of the terms of this Contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any breach of subsequent breach.

**6. MERGER:**

Any provision of this Contract which is capable of taking effect after completion of the Contract shall not merge on completion but shall continue in full force and effect.

**7. WHOLE AGREEMENT:**

The provisions contained in this Contract comprise the whole of the agreement between the parties and it is expressly agreed that no further or other provisions whether in respect of the property otherwise shall be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party to another party on or prior to the execution of this Contract.

**GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

- \*1. No bids may be made on behalf of the vendor of the land.

OR

- \*1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[\*One of these alternatives must be deleted]

2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## **INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

### **Meaning of vendor**

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

### **Bidding by co-owners**

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

### **Vendor bids**

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

### **What rules and conditions apply to the auction?**

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

### **Copies of the rules**

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

### **Questions**

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

# GENERAL CONDITIONS

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

#### 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

#### 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- the parties agree that this contract is for the supply of a going concern; and
  - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - 'GST' includes penalties and interest.

## 20. LOAN

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

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
- obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - gives the vendor a copy of the report and a written notice ending this contract; and
  - is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premise or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through the electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount.
- In accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given:
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.6 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

**GUARANTEE**

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

I/We, \_\_\_\_\_ of \_\_\_\_\_  
 and \_\_\_\_\_ of \_\_\_\_\_

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

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

**IN WITNESS** whereof the parties hereto have set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_

**SIGNED SEALED AND DELIVERED** by the said \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of \_\_\_\_\_ )

.....witness

**SIGNED SEALED AND DELIVERED** by the said \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 in the presence of \_\_\_\_\_ )

.....witness

# Vendor Statement

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

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

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

<b>Land</b>	107 Horizon Boulevard, Greenvale 3059	
<b>Vendor's name</b>	Giuseppe Sebastiano Valenti	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Vendor's name</b>	Sonia Patricia Valenti	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

**1. FINANCIAL MATTERS**

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

(a) Are contained in the attached certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):  
--

**1.3 Terms Contract**

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

Not Applicable.

**1.4 Sale Subject to Mortgage**

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

Not Applicable.

**2. INSURANCE**

**2.1 Damage and Destruction**

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

Not Applicable.

**2.2 Owner Builder**

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

(a) Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

**3. LAND USE**

**3.1 Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -  
Is in the attached copies of title documents

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restrictions
--

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Nil to the vendors knowledge, however the vendor has no means of knowing the decision of all authorities so the purchaser should make their own enquiries.

**Agricultural Chemicals**

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

Nil to the vendors knowledge, however the vendor has no means of knowing the decision of all authorities so the purchaser should make their own enquiries.

4.2 **Compulsory Acquisition**

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

Nil to the vendors knowledge, however the vendor has no means of knowing the decision of all authorities so the purchaser should make their own enquiries.

5. **BUILDING PERMITS**

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

Are contained in the attached certificate/s.

6. **OWNERS CORPORATION**

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

Not Applicable.

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not applicable.

8. **SERVICES**

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

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

9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. **SUBDIVISION**

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

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

Not Applicable.

### 10.3 Further Plan of Subdivision

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

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

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

Is attached.

## 13. SWIMMING POOL – IF APPLICABLE

In the event a swimming pool is on the land herein described the purchaser may be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations Act 1994 and in particular Regulation 5.13 requiring the provisions of barriers to restrict access by some children to the swimming pool with 30 days after:-

- a) In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of Land Act 1962) the date of completion of the Contract; and
- b) In the case of a terms Contract, the purchaser becomes entitled to possession or to the receipt of rents and profits under the Con

## 13. ATTACHMENTS

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

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

Owner Builder Construction report of Tony Barbaro dated 29/08/2023

Asset Insure – Certificate of Insurance

SAB Lipari Building Enterprises – Certificate of compliance

Nicholson Wright Building Surveyors & Inspectors – Certificate of Final Inspection (Construction of a Spa and Safety Barrier - dated 04/02/2019)

Nicholson Wright Building Surveyors & Inspectors - Building Permit BS-L 384408 Amended Permit with Plan for Portable Spa and Safety Barrier

Hume City Council – Confirmation of Registration of Swimming Pool or Spa Pool

# Due Diligence Checklist

## What you need to know before buying a residential property



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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

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

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

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

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

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

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

### Soil and groundwater contamination

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

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

### Land boundaries

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

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

### **Planning controls**

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

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

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design.

There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

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

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

### **Safety**

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

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

### **Building permits**

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

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

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

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

### **Utilities and essential services**

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

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

### **Buyers' rights**

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

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



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

Page 1 of 2

VOLUME 11518 FOLIO 322

Security no : 124108518318K  
Produced 22/08/2023 02:34 PM

**LAND DESCRIPTION**

Lot 201 on Plan of Subdivision 714705E.  
PARENT TITLE Volume 11485 Folio 477  
Created by instrument PS714705E 05/09/2014

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
GIUSEPPE SEBASTIANO VALENTI  
SONIA PATRICIA VALENTI both of 18 SHADFORTH STREET WESTMEADOWS VIC 3049  
AL367805P 18/09/2014

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW426201C 03/01/2023  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS714705E 05/09/2014

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AE282918H 06/04/2006

AGREEMENT Section 173 Planning and Environment Act 1987  
AE330131M 03/05/2006

AGREEMENT Section 173 Planning and Environment Act 1987  
AN530473N 07/02/2017

**DIAGRAM LOCATION**

SEE PS714705E FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 107 HORIZON BOULEVARD GREENVALE VIC 3059

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED



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

Page 2 of 2

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Effective from 03/01/2023

DOCUMENT END



# Imaged Document Cover Sheet

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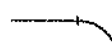
Document Type	<b>Plan</b>
Document Identification	<b>PS714705E</b>
Number of Pages (excluding this cover sheet)	<b>9</b>
Document Assembled	<b>22/08/2023 14:37</b>

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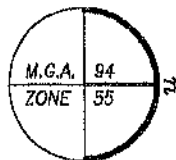
The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>	LV use only <b>EDITION 1</b>	Plan Number <b>PS 714705E</b>
Location of Land Parish: YUROKE  Township: -- Section: -- Crown Allotment: T & W (PARTS), SECTION 12 Crown Portion: -- Title Reference: VOL 11485 FOL 477  Last Plan Reference: LOT C PS714668H  Postal Address: HORIZON BOULEVARD (at time of subdivision) GREENVALE 3059  MGA 94 Co-ordinates E 313 600 Zone: 55 (of approx. centre of land in plan) N 5 835 130	Council Name: HUME CITY COUNCIL Council Ref:	

Vesting of Roads and/or Reserves		Notations
Identifier	Council/Body/Person	
ROAD R1 ROAD R2	HUME CITY COUNCIL ROADS CORPORATION	<b>Staging</b> This <del>is</del> is not a staged subdivision Planning Permit No. P15280  <b>Survey</b> This plan is <del>is</del> based on survey This survey has been connected to permanent marks no(s) 74, 41, 39 & 349 In Proclaimed Survey Area No. 74  <b>Depth Limitation</b> DOES NOT APPLY  LOTS 1 TO 200 & A TO F (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  AREA OF LAND SUBDIVIDED (EXCLUDING LOT G) - 2.705ha  TANGENT POINTS ARE SHOWN THUS: 

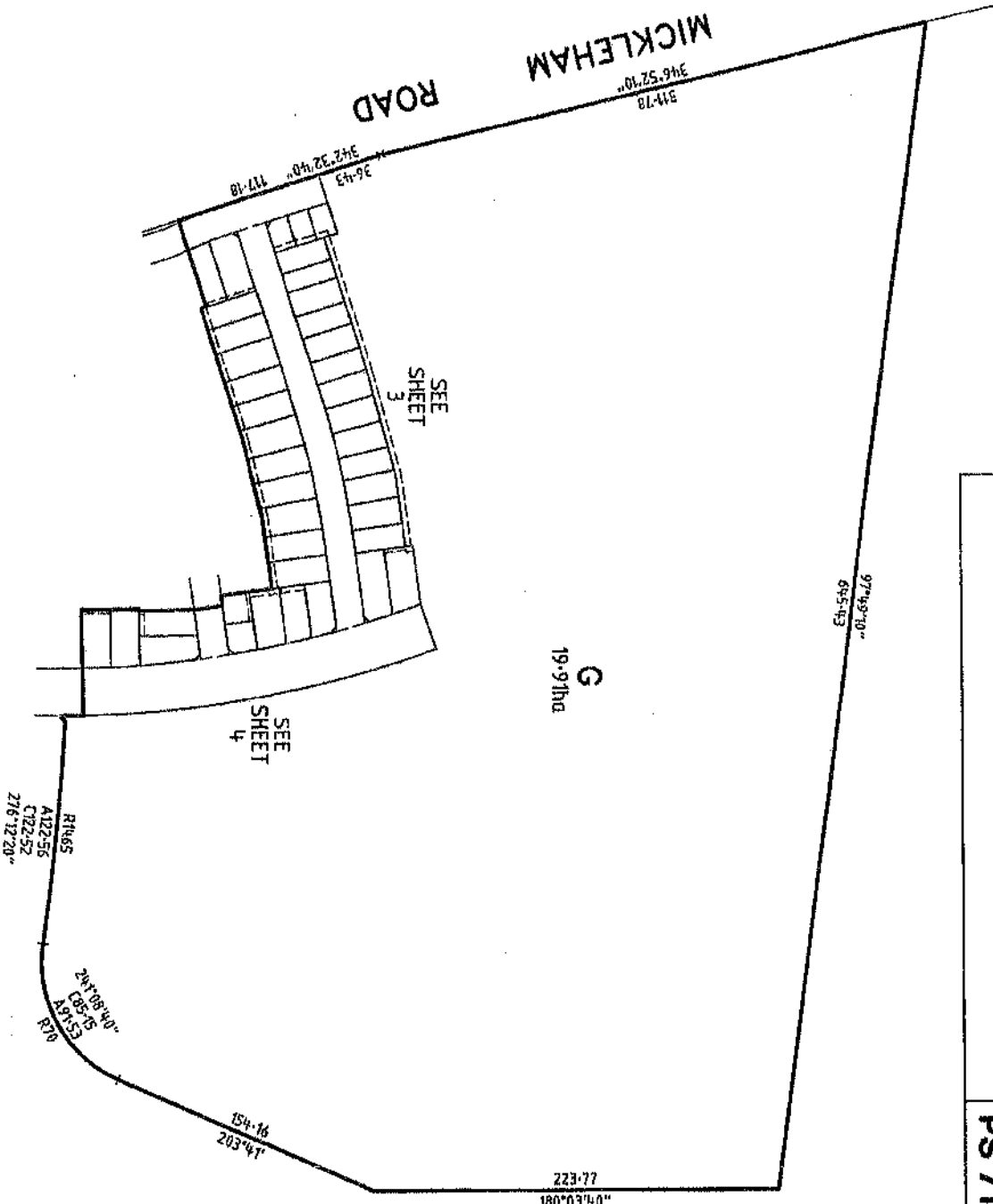
Easement Information				
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance      A - Appurtenant Easement R - Encumbering Easement (Road)				
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS714668H PS714668H	HUME CITY COUNCIL YARRA VALLEY WATER CORPORATION

<b>AITKEN ASPECT -- 2</b> <b>40 LOTS AND BALANCE LOT G</b>   <b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER  SIGNATURE ..... DATE / /  REF 29297023      09/05/14      VERSION H DWG 29297028H	Sheet 1 of 8 sheets Original sheet size A3  PLAN REGISTERED TIME: 8.04 DATE: 05/09/2014  Ian R Mcleod Assistant Registrar of Titles
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# PLAN OF SUBDIVISION

Plan Number  
**PS 714705E**



AITKEN ASPECT - 2

**Bosco Jonson Pty Ltd**

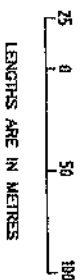
A.B.N 95 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
18 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9899 1400 Fax (03) 9899 5892



ORIGINAL

SCALE 1:2500  
SHEET SIZE A3

SCALE



LICENSED SURVEYOR (PRINT)

SIGNATURE . . . . . DIGITALLY SIGNED

DATE / /

GEOFFREY JAMES TURNER

REF 29297023  
DWG 2929702BH

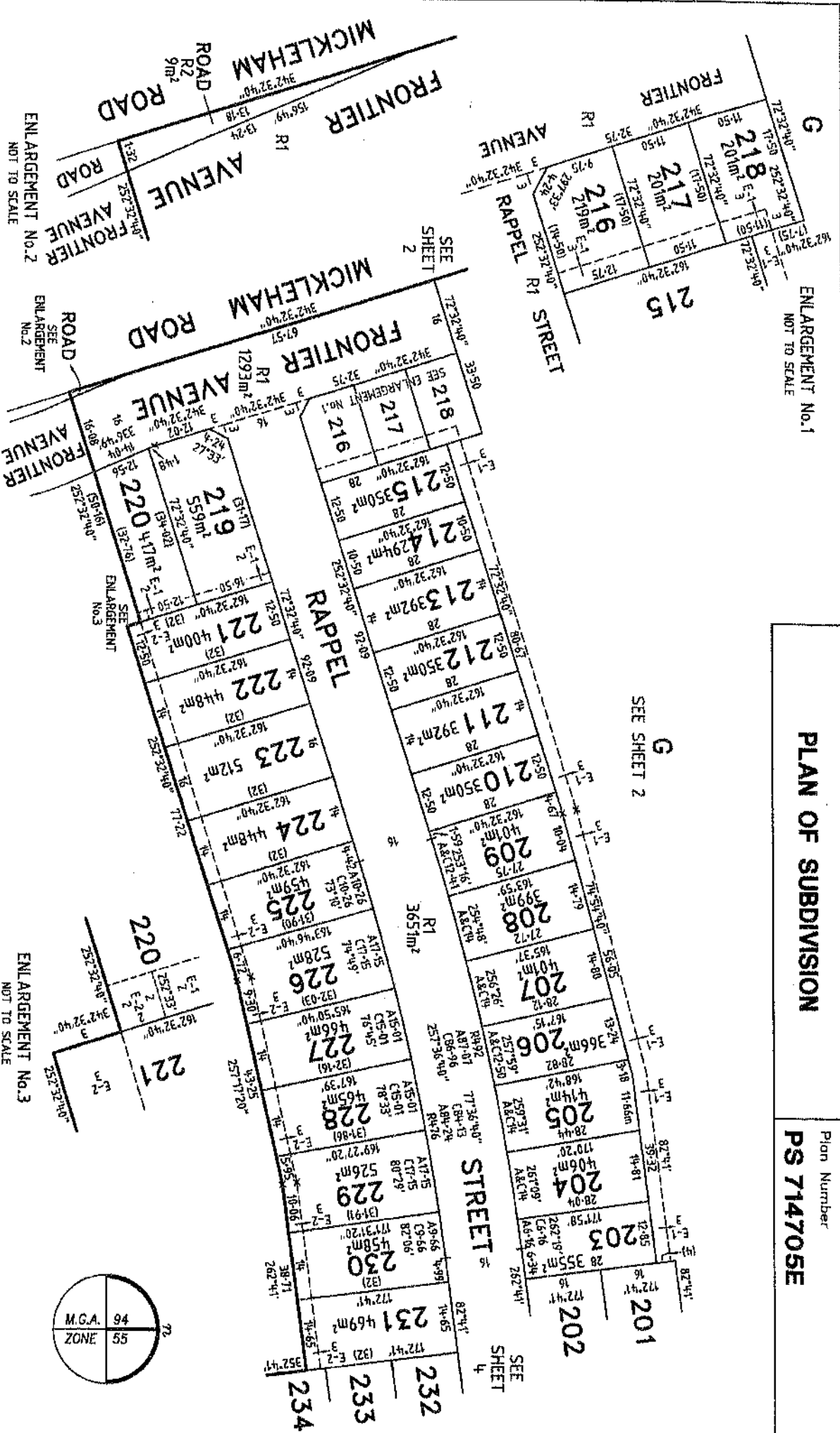
09/05/14

VERSION H

Sheet 2

# PLAN OF SUBDIVISION

Plan Number  
**PS 714705E**

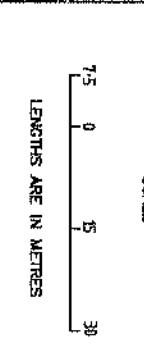


AITKEN ASPECT - 2

**Bosco Janson Pty Ltd**  
 A.B.N. 96 282 632 642  
 P.O. Box 5076, South Melbourne, Vic 3205  
 16 Esslemont Road, South Melbourne  
 Vic 3205 Australia  
 Tel (03) 9699 1400 Fax (03) 9699 5992

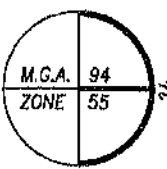


SCALE  
 ORIGINAL  
 SHEET SIZE  
**A3**



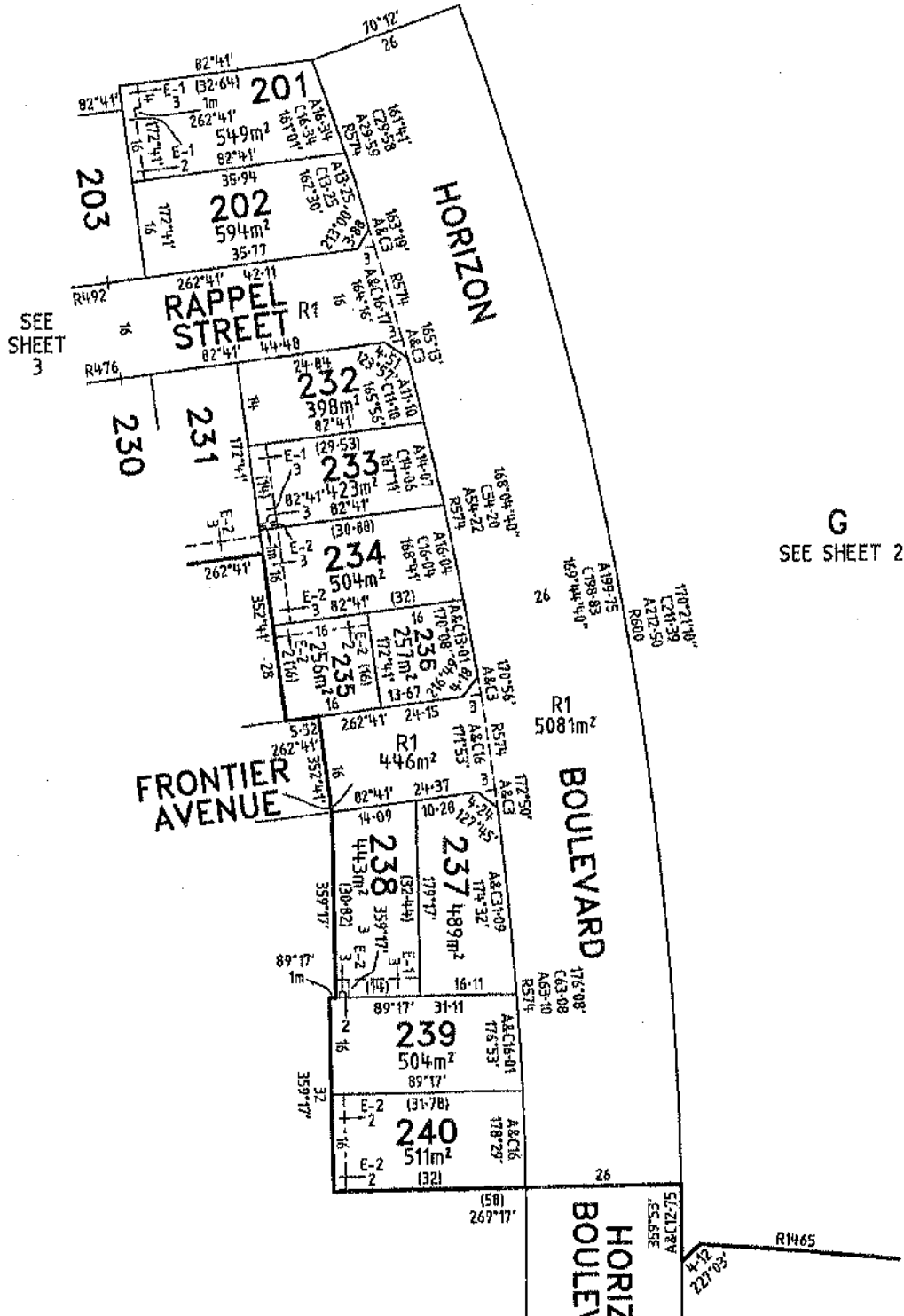
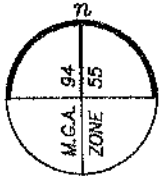
LICENSED SURVEYOR (PRINT) **GEOFFREY JAMES TURNER**  
 SIGNATURE . . . . . DATE / /  
 REF **29297023** 09/05/14 VERSION **H**  
 DWG **2929702BH**

Sheet 3



# PLAN OF SUBDIVISION

Plan Number  
**PS 714705E**



**G**  
SEE SHEET 2

**AITKEN ASPECT - 2**

**Bosco Jonson Pty Ltd**  
A.B.N 95 282 532 842  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3
<p>LENGTHS ARE IN METRES</p>	

LICENSED SURVEYOR (PRINT) **GEOFFREY JAMES TURNER**  
SIGNATURE **DIGITALLY SIGNED** DATE / /  
REF **29297023** 09/05/14 VERSION **H**  
DWG **2929702BH**

Sheet 4

# PLAN OF SUBDIVISION

Plan Number

**PS 714705E**

## CREATION OF RESTRICTION

The following restriction is to be created upon registration of Plan of Subdivision No. PS714705E by way of a restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
201	202, 203
202	201, 203
203	201, 202, 204
204	203, 205
205	204, 206
206	205, 207
207	206, 208
208	207, 209
209	208, 210
210	209, 211
211	210, 212
212	211, 213
213	212, 214
214	213, 215
215	214, 216, 217, 218
216	215, 217
217	215, 216, 218
218	215, 217
219	220, 221
220	219, 221

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
221	219, 220, 222
222	221, 223
223	222, 224
224	223, 225
225	224, 226
226	225, 227
227	226, 228
228	227, 229
229	228, 230
230	229, 231
231	230, 232, 233, 234
232	231, 233
233	231, 232, 234
234	231, 233, 235, 236
235	234, 236
236	234, 235
237	238, 239
238	237, 239
239	237, 238, 240
240	239

## DESCRIPTION OF RESTRICTION

Except with the written consent of Peet and in all other instances with the written consent of each and every registered proprietor of a benefiting Lot on the Plan of Subdivision the registered proprietor or proprietors for the time being of any burdened Lot on the Plan of Subdivision shall not:

### Design Guidelines and MCP

- (a) build or allow to be built on the Lot any building other than a building that has been approved by Peet or the Peet Design Review Panel in accordance with the Aitken Aspect Design Guidelines.
- (b) build or allow to be built on the Lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing Number AA2363, which MCP is incorporated into this Restriction.

### Building Envelopes

- (c) build or allow to be built on the Lot any building other than in accordance with the building envelope plans shown in the Schedule on sheets 7 & 8.

### Single and Double Storey Construction

- (d) build or allow to be built on the Lot any building with a rise of any number of levels other than in accordance with the storey plans shown in the Schedule on sheets 7 & 8.

### Fencing

- (e) build or allow to be built on the Lot any fence which is visible from a public area which does not comply with the "Aspect Feature Fencing" requirements in the Peet Aitken Design Guidelines.

### Garage

- (f) build or allow to be built on the Lot any garage other than in accordance with the garage plans shown in the Schedule on sheets 7 & 8.

### Recycled Water

- (g) build or allow to be built on the Lot any dwelling which does not have plumbing for the use of recycled water for toilet flushing, irrigation and external use.

## AITKEN ASPECT - 2

continued

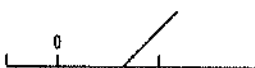
### Bosco Jonson Pty Ltd

A.B.N 95 282 532 642  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3206 Australia  
 Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

SCALE

SCALE SHEET SIZE  
  
 A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE DIGITALLY SIGNED DATE / /

REF 29297023 09/05/14 VERSION H  
 DWG 2929702BH

Sheet 5

# PLAN OF SUBDIVISION

Plan Number  
**PS 714705E**

## CREATION OF RESTRICTION (CONTINUED)

### Design Plans

- (h) enter into any unconditional domestic building contract with a Builder, commence, carry out, erect, construct, permit or alter any development on the Lot without the applicable plans and specifications (including floor plans and elevations and finishes schedules) being first prepared and submitted to and approved by Peet and then only in compliance with any condition (consistent with any restrictions affecting the Lot) imposed by Peet in respect of that approval.

### Expiry

- (i) The restrictions specified in paragraphs (a) to (h) (inclusive) shall cease to burden any Lot on the Plan of Subdivision with effect 6 years from the date of registration.

For the purposes of this restriction "Peet" means Peet Funds Management Limited ACN: 145 992 169 as the responsible entity for Peet Greenvale Syndicate ARSN 160 996 510 or any of its related bodies corporate or associated entities within the meaning of the Corporations Act 2001.

### AITKEN ASPECT - 2

#### **Bosco Jonson Pty Ltd**

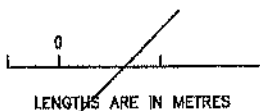
A.B.N 96 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE

SCALE SHEET SIZE  
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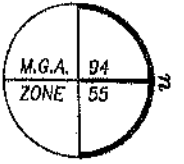


LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /

REF 29297023 09/05/14 VERSION H  
DWG 2929702BH

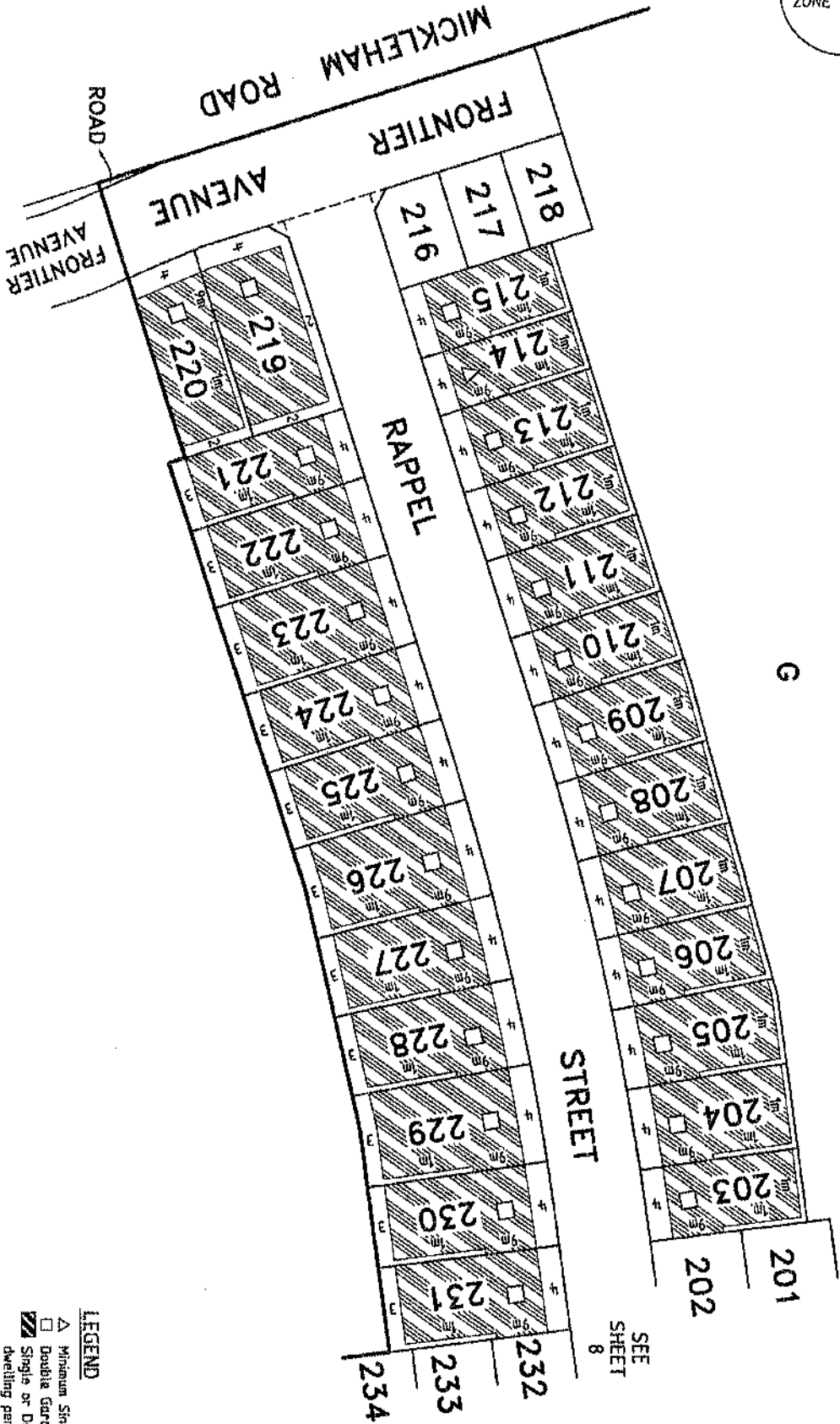
Sheet 6



CREATION OF RESTRICTION (Continued)  
SCHEDULE

PLAN OF SUBDIVISION

Plan Number  
**PS 714705E**



- LEGEND**
- △ Minimum Single Garage required
  - Double Garage required
  - ▨ Single or Double Storey dwelling permitted
  - ⊗ Double Storey dwelling required

AITKEN ASPECT - 2

**Bosco Jonson Pty Ltd**

A.B.N. 95 282 532 642  
P.O. Box 5075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3205 Australia  
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL

SCALE SHEET SIZE

1:750 A3

SCALE



LICENSED SURVEYOR (PRINT)

GEOFFREY JAMES TURNER

SIGNATURE . . . . .

DATE

VERSION H

REF 29297023  
DWG 292970ZBH

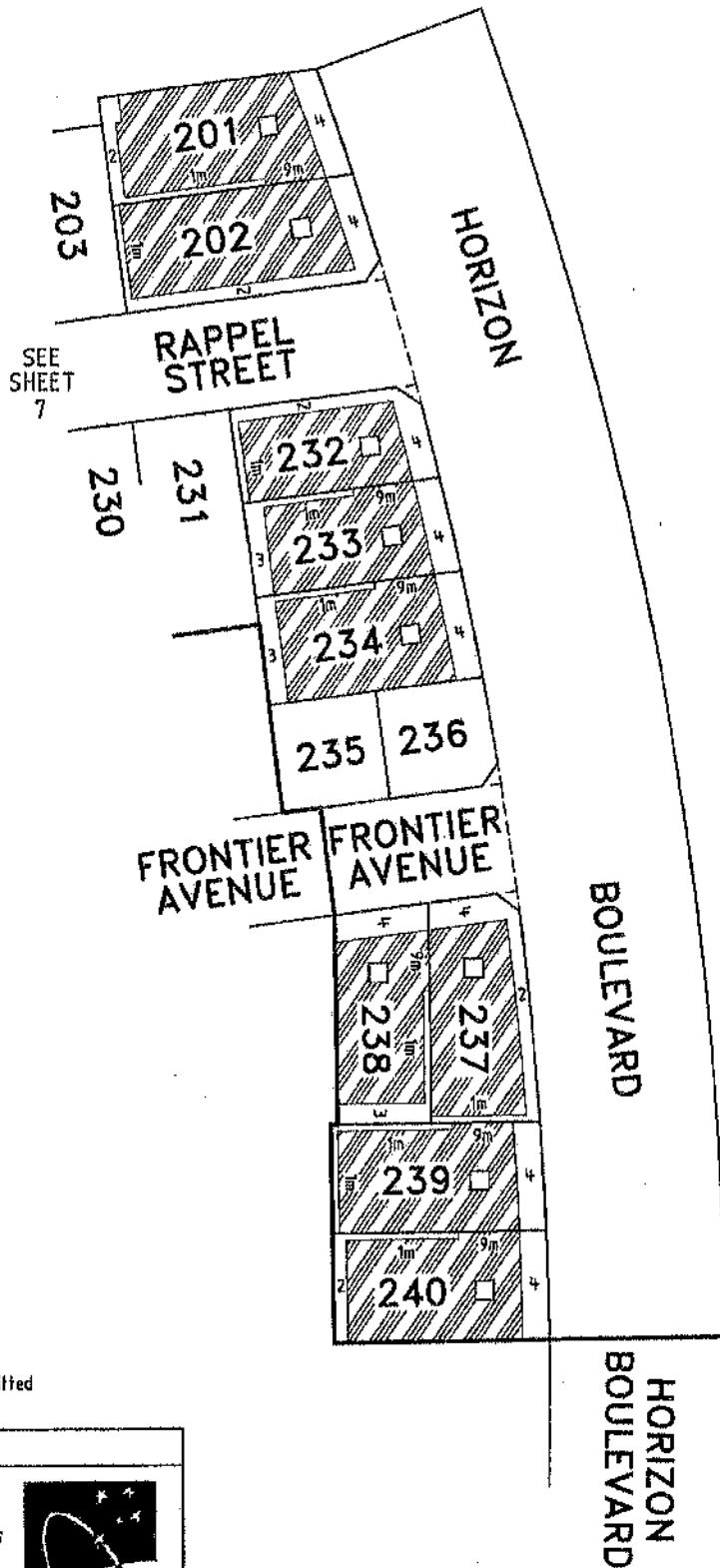
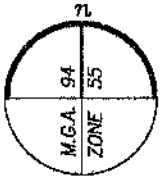
09/05/14

Sheet 7

# PLAN OF SUBDIVISION

Plan Number  
**PS 714705E**

## CREATION OF RESTRICTION (Continued) SCHEDULE



G

**LEGEND**

- Minimum Single Garage required
- Double Garage required
- Single or Double Storey dwelling permitted
- Double Storey dwelling required

**AITKEN ASPECT - 2**

**Bosco Jonson Pty Ltd**

A.B.N 95 282 532 842  
P.O. Box 6075, South Melbourne, Vic 3205  
16 Eastern Road South Melbourne  
Vic 3206 Australia  
Tel 03) 9699 1400 Fax 03) 9699 5992



**NOTE**  
THE BUILDING ENVELOPE OF LOT 201 IS PARTIALLY DEFINED BY EASEMENT BOUNDARIES WHICH ARE SHOWN ON SHEET 4

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3
<p>LENGTHS ARE IN METRES</p>	

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER  
SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /  
REF 29297023 09/05/14 VERSION H  
DWG 2929702BH

Sheet 8



**Plan of Subdivision PS714705E  
Certifying a New Version of an Existing Plan (Form 11)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S044836C  
Plan Number: PS714705E  
Responsible Authority Name: Hume City Council  
Responsible Authority Reference Number 1: S007065  
Surveyor's Plan Version: H

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 13/02/2014

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

- Has been made and the requirement has not been satisfied at Certification
- Has been made and the requirement has been satisfied for: this plan at Statement of Compliance (Document updated 25/08/2014)

Digitally signed by Council Delegate: Tony Magazzu  
Organisation: Hume City Council  
Date: 30/06/2014



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FORM 18

*IN LETTER KEEP*

**AE282918H**

06/04/2006 \$92.90 173



1.1

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

**Planning and Environment Act 1987**

Lodged by: *Phillips Fox on behalf of Hume City Council*

Name: *Hume City Council - Kim Piskunic / Louise Hicks*

Phone: *9205-2200 9274 5000*

Address: *140 William Street, Melbourne, Victoria, 3000*  
*1079 Pascoe Vale Road, Broadmeadows, Victoria 3047*

Ref: *P86603- LMH : KNP : 0375799*

Customer Code: *1390B.*

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

Land: ~~Let A on Plan of Subdivision No. 523473N and being the land in~~  
Certificate of Title Volume 10890 Folio 002

Authority: *Hume City Council, 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047*

**Section and Act**  
under which agreement made: *Section 173 of the Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: *Kent Brown*

Date: *28/3/2006*

**RUSSELL KENNEDY**  
MEMBER OF THE KENNEDY STRANG LEGAL GROUP

**AE282918H**

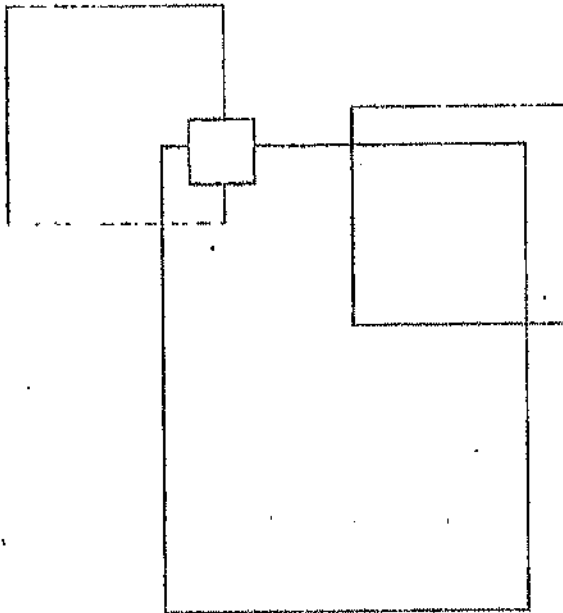
06/04/2006 \$92.30 173



**HUME CITY COUNCIL**

and

**PEET & COMPANY LTD**  
ACN 008 665 834



**AGREEMENT MADE PURSUANT TO  
SECTION 173 OF THE *PLANNING AND  
ENVIRONMENT ACT 1987* FOR THE  
GREENVALE RISE WEST ESTATE**

---

Level 12  
469 La Trobe Street  
Melbourne Victoria 3000 Australia

PO Box 5146AA  
Melbourne Victoria 3001  
DX 494 Melbourne

Tel 61 3 9809 1555  
Fax 61 3 9809 1600

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

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THIS AGREEMENT is made on

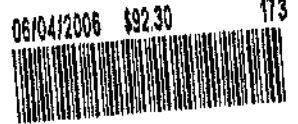
20 September

2005

**PARTIES**

- 1 **HUME CITY COUNCIL**  
of 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047  
("Hume")
- 2 **PEET & COMPANY LTD**  
ACN 008 665 834  
of Level 2, 470 St Kilda Road, Melbourne, Victoria, 3004  
("Peet")

**AE282918H**



**RECITALS**

- A Peet is registered or entitled to be registered as the proprietor of the Site.
- B The Site is within the municipal district of Hume and is within the Residential 1 Zone and the Public Park and Recreation Zone of the Scheme. It is also subject to Development Plan Overlay 11 (DPO11) and partly subject to Public Acquisition Overlay 1 (PAO1).
- C The Scheme is administered by Hume which enters into this Agreement as the Responsible Authority, without limiting or restricting its powers, and does so pursuant to section 173 of the Act.
- D At the date of this agreement the Site is encumbered by Mortgage No. AB636350U in favour of National Australia Bank Limited, the consent of which will be given to this Agreement. The mortgagee's consent is attached to **Schedule 2** of this Agreement.
- E The Parties enter into this Agreement:
- (a) to give effect to the requirements of the Scheme;
  - (b) to advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Site.

**THEREFORE IT IS AGREED THAT:**

**1 DEFINITIONS AND INTERPRETATIONS**

1.1 In this Agreement:

- 1.1.1 "Act" means the Planning and Environment Act 1987;
- 1.1.2 "Agreement" means this Deed of Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.1.3 "Commencement Date" means the date of this Agreement;
- 1.1.4 "E14" means the E14 transit corridor proposed by VicRoads, which at the date of this Agreement, is proposed to be located in the position shown on the plan in **Schedule 1**;
- 1.1.5 "E14 Works" means the construction of a two way two lane road to arterial road standard in accordance with the detailed design to be submitted to and approved by Hume pursuant to clause 4.4.1, as

referred to and described in clauses 4.3.1, 4.4 and 4.5. The E14 Works will form half of a duplicated arterial road to be constructed by others.

*Volume 10890 Folios 003-059*

- 1.1.6 "Greenvale Rise East" means such of the lands described in Certificate of Title ~~Volume 8061 Folio 425~~ as are, at the date of this Agreement, to the east of the E14 and within the Residential 1 Zone.
- 1.1.7 "Hume" means Hume City Council being the Responsible Authority under the Scheme and includes any successors to Hume City Council;
- 1.1.8 "JMD Extension" means a street built to a standard to Hume's satisfaction, as is referred to and described in clauses 4.9, 4.10, 4.11 and 4.12 of this Agreement;
- 1.1.9 "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Register of Titles as mortgagee of the Site or any part of it;
- 1.1.10 "Peet" includes the person or persons registered or entitled from time to time to be registered as the owner of the Site or any part of it and includes a Mortgagee in possession;
- 1.1.11 "RANAD Land" means the land contained in Certificate of Title Volume 10750 Folio 343 that Peet recently purchased from the Commonwealth that was previously occupied by the Royal Australian Navy Armaments Depot;
- 1.1.12 "Scheme" means the Hume Planning Scheme;
- 1.1.13 "Site" means such of the lands described in Certificate of Title ~~Volume 8061 Folio 425~~ as are, at the date of this Agreement, within the Residential 1 Zone and the Public Park and Recreation Zone, and subject to DPO11 and partly subject to PAO1 of the Scheme, which is shown as "Site" on the plan in **Schedule 1**;
- 1.1.14 "Termination Date" means the date upon which the obligations of Peet and Hume under this Agreement are completed and fulfilled to the satisfaction of Hume or such other date as agreed by all parties.

1.2 The parties agree that in the interpretation of this Agreement:

- 1.2.1 the singular includes the plural and the plural includes the singular;
- 1.2.2 a reference to a gender includes a reference to each other gender;
- 1.2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and its successors in law;
- 1.2.4 if a party consists of more than one person this agreement binds them jointly and each of them severally;
- 1.2.5 a reference to an Act, Regulation or Planning Scheme shall include any Act, Regulation or Planning Scheme amending, consolidating or replacing the Act, Regulation or Planning Scheme;

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*Volume 10890 Folio 002*

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- 1.2.6 the recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals;
- 1.2.7 a reference in this Agreement to "Hume" includes each of its successors and a reference to "Peet" includes its receivers, liquidators, assigns and successors;
- 1.2.8 a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act.
- 1.3 This Agreement commences on the Commencement Date and ends on the Termination Date.

## 2 SEVERABILITY

- 2.1 Should this Agreement be found to be unenforceable under the Act, it will nevertheless remain a Deed between the parties and be enforceable as a Deed in a Court of competent jurisdiction in the State of Victoria.
- 2.2 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

## 3 ENDING OF THE AGREEMENT

Whenever Hume has issued a statement of compliance in respect of any subdivision of any part of the Site, provided that Peet's obligations under this Agreement in respect of that part of the Site have been fulfilled to Hume's satisfaction, Hume must, at Peet's cost within a reasonable time of being requested by Peet, provide Peet or its nominee a registrable form of notice of withdrawal of registration of this Agreement against the title or titles to the relevant part or parts of the Site to enable Peet to lodge such notice or application in the Land Registry pursuant to section 183 of the Act.

## 4 PEET'S OBLIGATIONS TO HUME

Peet covenants and agrees with Hume that:

- 4.1 It will set aside that part of the Site currently within the Public Park and Recreation Zone for the purpose of a regional open space link connecting Mt. Aitken with future regional open space to be located to the south around Greenvale Reservoir.
- 4.2 Prior to the issue of any statement of compliance under section 21 of the *Subdivision Act 1988* for any subdivision of the Site or any part or parts of the Site Peet will:
- 4.2.1 pay Hume an amount of \$750 (as adjusted if necessary pursuant to this clause) per residential lot on any subdivision of land within the Site as a community infrastructure contribution, for the purposes of the provision of community facilities and infrastructure accessible and available, or to become accessible and available to the residents (including anticipated residents) of the Site. The amount of \$750 shall be adjusted annually in accordance with the CPI All Capital Cities Weight Index published from time to time during the relevant period from the 30 January 2003 (Amendment C4 gazettal date).

- 4.2.2 if necessary, agree in writing to provide an appropriate off-set for any native vegetation that may be required to be removed from the Site on the balance of the land owned by Peet within the Site in accordance with a revegetation and management plan to the satisfaction of Hume by a date agreed to by Hume.
- 4.3 Prior to the issue of any statement of compliance under section 21 of the *Subdivision Act 1988* for any residential subdivision of any part of the Site which, when combined with any earlier subdivision/s of the Site creates more than 240 residential lots, or by 31 May 2010, whichever is the earlier date, unless otherwise agreed in writing by Hume, Peet must:
- 4.3.1 at its cost, have constructed or contribute to Hume the full estimated cost of construction (including estimated design costs), of the E14 Works on an alignment agreed between Peet and Hume for a distance extending from the northern most adjacent boundary to the southern most adjacent boundary of the Site in the approximate location shown in **Schedule 1** of this agreement or at such other location as agreed between Peet and Hume;
- 4.3.2 for the purposes of satisfying the public open space requirements for the Site and for Greenvale Rise East, either:
- (a) pay Hume a public open space contribution equivalent to 5% of the value of all of the developable land within the Site, excluding such parts of the Site as are within the Public Park and Recreation Zone, and 5% of the value of all of the developable land within Greenvale Rise East; or  
*BY VESTING*
- (b) transfer to Hume freehold title (free of encumbrances except for registered or appropriated easements) such part or parts of the RANAD Land, which Hume agrees is acceptable, which comprises an area equivalent to 5% of the area of all of the developable land within the Site, excluding such parts of the Site as are within the Public Park and Recreation Zone, and 5% of the area of all of the developable land within Greenvale Rise East.
- 4.3.3 provide Hume with any land it proposes to set aside for the purpose of a regional open space link as an alternative to the land set aside under clause 4.1, provided that they have obtained Hume's consent in writing.
- 4.3.4 landscape or contribute to Hume the full estimated cost of landscaping any public open space provided under 4.3.2 and any land set aside for the purpose of a regional open space link under clause 4.1 or 4.3.3.
- 4.4 Unless Peet have contributed to Hume the full estimated cost of construction (including estimated design costs) of the E14 Works pursuant to clause 4.3.1, Peet must:
- 4.4.1 Submit the detailed design of the E14 Works to Hume for Hume's approval prior to 31 September 2009; and
- 4.4.2 Commence construction of the E14 Works prior to 31 January 2010.

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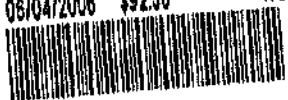


- 4.5 Where Peet elects to complete the construction of the E14 Works rather than contribute to Hume the estimated full cost of construction (including estimated design costs) pursuant to clause 4.3.1, upon the completion of the E14 Works by Peet in accordance with clause 4.3.1 as certified in writing by Hume, Peet must maintain the E14 Works, at its own cost, to Hume's satisfaction for a period of 12 months.
- 4.6 Prior to or as part of the issue of any statement of compliance under section 21 of the *Subdivision Act 1988* for any subdivision of any part of the Site which creates a residential lot within the shaded or hatched area shown as the "Extent of land reserved from subdivision until finalisation of E14 Alignment" on the plan attached to Schedule 1, Peet must have transferred to or vested in Hume (at no cost to Hume) a road reservation 50 metres wide or some lesser width agreed to in writing by Hume in the location of the shaded or hatched area shown as the "Extent of land reserved from subdivision until finalisation of E14 Alignment" on the attached plan in **Schedule 1**.
- 4.7 Peet will have vested in Hume the land referred to in clause 4.6 pursuant to section 24(2)(b) of the *Subdivision Act 1988* by showing such land as the "E14 Transit Route" in favour of Hume on any plan of subdivision which creates a residential lot within the shaded or hatched area as described in 4.6, in respect of which a statement of compliance is sought.
- 4.8 Within 12 months of the vesting of the land referred to in clause 4.6, or within such extended time as may be agreed by Peet, Hume must, in conjunction with VicRoads, subject to the requirements of the Act, have prepared an amendment to the Scheme to remove the PAO which presently affects the Site.
- 4.9 Prior to the issue of any statement of compliance pursuant to Section 21 of the *Subdivision Act 1988* for any residential subdivision of any part of the Site which, when combined with any earlier subdivision/s of the Site creates more than 96 residential lots, or by 31 December 2006, whichever is the earlier, unless otherwise agreed in writing by Hume, Peet must, at its own cost, have completed construction or contributed to Hume the estimated full cost of construction (including estimated design costs) of the JMD Extension enabling vehicular traffic going from or to any residential development within the Site to connect to the existing western end of James Mirams Drive which is to the east of the Site.
- 4.10 Unless Peet has contributed to Hume the full estimated cost of construction (including estimated design costs) of the JMD Extension pursuant to clause 4.9, Peet must:
- 4.10.1 Prior to 1 June 2006:
- (a) Submit the detailed design of the JMD Extension to Hume for Hume's approval; and
  - (b) Ensure that the location and the design of the JMD Extension shall be consistent with any approved Development Plan/s as approved or proposed under the Scheme which affects the Site and/or the RANAD Land through which the JMD Extension will need to be constructed. The RANAD Land is still awaiting zoning and the preparation of a Development Plan or a Structure Plan to the satisfaction of Hume.
  - (c) Resolve with Melbourne Water Corporation any drainage requirements for the JMD Extension prior to the final construction of the JMD Extension and provide Melbourne

AE282918H

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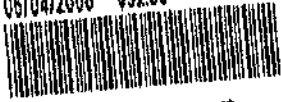


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6

Water Corporation's approval of any such drainage requirements in writing to Hume.

- 4.10.2 Commence construction of the JMD Extension prior to 30 September 2006.
- 4.11 Where Peet elects to complete the construction of the JMD Extension under clause 4.9, rather than contribute to Hume the full estimated cost of construction, upon the completion of the JMD Extension by Peet in accordance with clause 4.9 as certified by Hume, Peet must maintain the JMD Extension, at its own cost, to Hume's satisfaction for a period of 12 months.
- 4.12 If the JMD Extension is constructed prior to the approval of any zoning, including any Structure Plan or Development Plan for the RANAD Land, and the subsequent approval of any such zoning or Structure Plan or Development Plan results in the JMD Extension not being in accordance with it or them, any removal, alteration, construction or realignment of the JMD Extension must be undertaken by Peet without cost to Hume and Peet shall indemnify Hume for any claim related to the alteration, construction, removal, realignment or making good of the JMD Extension in this event.
- 4.13 Should Hume not be satisfied with the timing of progress of any obligation under this Agreement relating to the E14 Works or JMD Extension, Hume, at its option, may refuse to issue any further statement of compliance under section 21 of the *Subdivision Act 1988* for any subdivision of the Site or any part/s of the Site until such time as Peet has provided Hume with a bank guarantee for an amount which Hume considers to be equal to the cost of Hume satisfying the relevant obligation or such other amount as agreed to by Hume.
- 4.14 Hume will release any unused portion of the bank guarantee provided by Peet under clause 4.13 once Hume is satisfied that the obligation for which the bank guarantee was provided has been fulfilled.
- 4.15 The design of residential lots for any subdivision of the Site which abuts E14 must be generally to the satisfaction of Hume.
- 4.16 Any dispute that arises between the parties in relation to any estimate of costs referred to in clause 4 will be dealt with in accordance with clause 16.2 and 16.3.

## 5 PEET'S WARRANTIES AND COVENANTS

Peet warrants and covenants with Hume:

- 5.1 that there are no mortgages, liens, charges, easements or other encumbrances or rights inherent in any other person affecting this Site not disclosed by the usual searches since Peet has become entitled to be registered as the proprietor of the Site;
- 5.2 to the best of Peet's knowledge, the Site or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958*.

## 6 REGISTRATION OF AGREEMENT

- 6.1 Peet will consent to Hume making an application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title/s for the Site in accordance with section 181 of the Act and do all things necessary to enable Hume to do so including signing any further agreement acknowledgment

or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register.

6.2

Without limiting the operation or effect which this Agreement has, Peet must ensure that until such time as a recording of this Agreement in the Register is registered on the Certificate of Title/s to the Site, successors in title shall be required to:

6.2.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

6.2.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of Peet appears in addition to or in lieu of the name of Peet.

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#### NOTIFICATION TO SUCCESSORS IN TITLE

Peet will not sell, transfer, assign or otherwise part with possession of the Site or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.

8

#### OBLIGATIONS TO RUN WITH THE SITE

Peet and Hume acknowledge and agree that, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act and the obligations imposed on Peet under this Agreement are conditions on which the Site may be used or developed for specified purposes and are intended to take effect as separate and several covenants which shall be annexed to and run at law and in equity with the Site and bind Peet, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Site and every part of the Site.

9

#### PEET MUST APPLY FOR THE RELEVANT APPROVALS

Peet expressly covenants and agrees that prior to the commencement of any development or works on the Site, it will obtain, at its own expense, all necessary approvals and consents under any relevant Act, Regulation or the Scheme.

10

#### NON-FETTERING OF HUME'S DECISION MAKING

The parties acknowledge and agree that this Agreement:

10.1 does not fetter or restrict the power or discretion of Hume in relation to any future planning decision applicable to the Site or relating to any use or development of the Site.

10.2 will not and is not intended to prejudice the rights of Peet to make any application under the Planning Scheme for permission to use and develop the Site or prevent or constrain Hume from considering and determining any such application in accordance with the requirements of the Scheme and the Act.

11

#### NO WAIVER

At any time or other any indulgence granted by Hume to Peet or Peet to Hume or any variation of the terms and conditions of this Agreement or any judgment or order obtained

by Hume against Peet or by Peet against Hume will not in any way amount to a waiver of any of the rights or remedies of Hume or Peet in relation to the terms of this Agreement.

## 12 INDEMNITY AND RELEASE

Peet agrees not to make any claim for damages or loss of any kind against Hume, or its officers, employees, agents and contractors as a result of anything permitted by or done in accordance with this Agreement. Peet agrees to hold harmless and keep Hume, or its officers, employees, agents and contractors indemnified for and against all actions, claims, liability, demands, damages, losses, expenses and/or costs by or at the instance of any person or body whatsoever for or by reason of any such demand for injury in respect of any suit, action, proceeding, judgment or claim including any claim in negligence or arising from a personal injury.

## 13 DUTY

Should any duty be lawfully payable on the transfer or vesting of land from Peet to Hume, Peet agrees to indemnify Hume in respect of any such obligation or payment.

## 14 COSTS

Peet will pay Hume's reasonable costs in relation to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are, and until paid will remain, a debt due to Hume.

## 15 SERVICE

15.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

- 15.1.1 by delivering it personally to that party;
- 15.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 15.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

15.2 A notice or other communication is deemed served:

- 15.2.1 if delivered, on the next following business day;
- 15.2.2 if posted, on the expiration of two business days after the date of posting; or
- 15.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

## 16 DISPUTE RESOLUTION

16.1 In the event of there being any dispute between Peet and Hume arising out of this agreement relating to whether or not a matter is to be done to the satisfaction of Hume, the parties agree that such dispute shall be referred, unless otherwise resolved, to the Victorian Civil and Administrative Tribunal pursuant to section 149 of the Act.

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16.2 If the dispute concerns a matter that is not referable to the Victorian Administrative Tribunal, the Parties agree to refer the matter to arbitration by an arbitrator agreed upon in writing by the Parties, or in the absence of such agreements, to arbitration by a person appointed by the Chairman of the Victorian Chapter of the Institute of Arbitration Australia following consultation with the Parties as to the nature of the dispute.

16.3 Where the dispute concerns obligations relating to the E14 Works, the parties agree that any comments provided by VicRoads in relation to the dispute will be taken into consideration by the parties and any arbitrator to which the matter is referred under clause ~~15.2~~ 16.2.

EXECUTED as an agreement.

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on the 20th September 2005 in the presence of



[Signature]  
Councillor

[Signature]  
Chief Executive Officer

THE COMMON SEAL of PEET & COMPANY LTD ACN 008 665 834 was affixed in the presence of authorised persons:



[Signature]  
Director

ANTHONY LENNON  
Full name

5 TYRALLA CRESCENT TOORAK 3142  
Usual address

[Signature]  
\*Director/secretary \*Delete whichever is inapplicable

DOM SCAFFETA  
Full name

11 SANDALUM RY CONNING VALLEY WA 6155  
Usual address



**SCHEDULE 1**

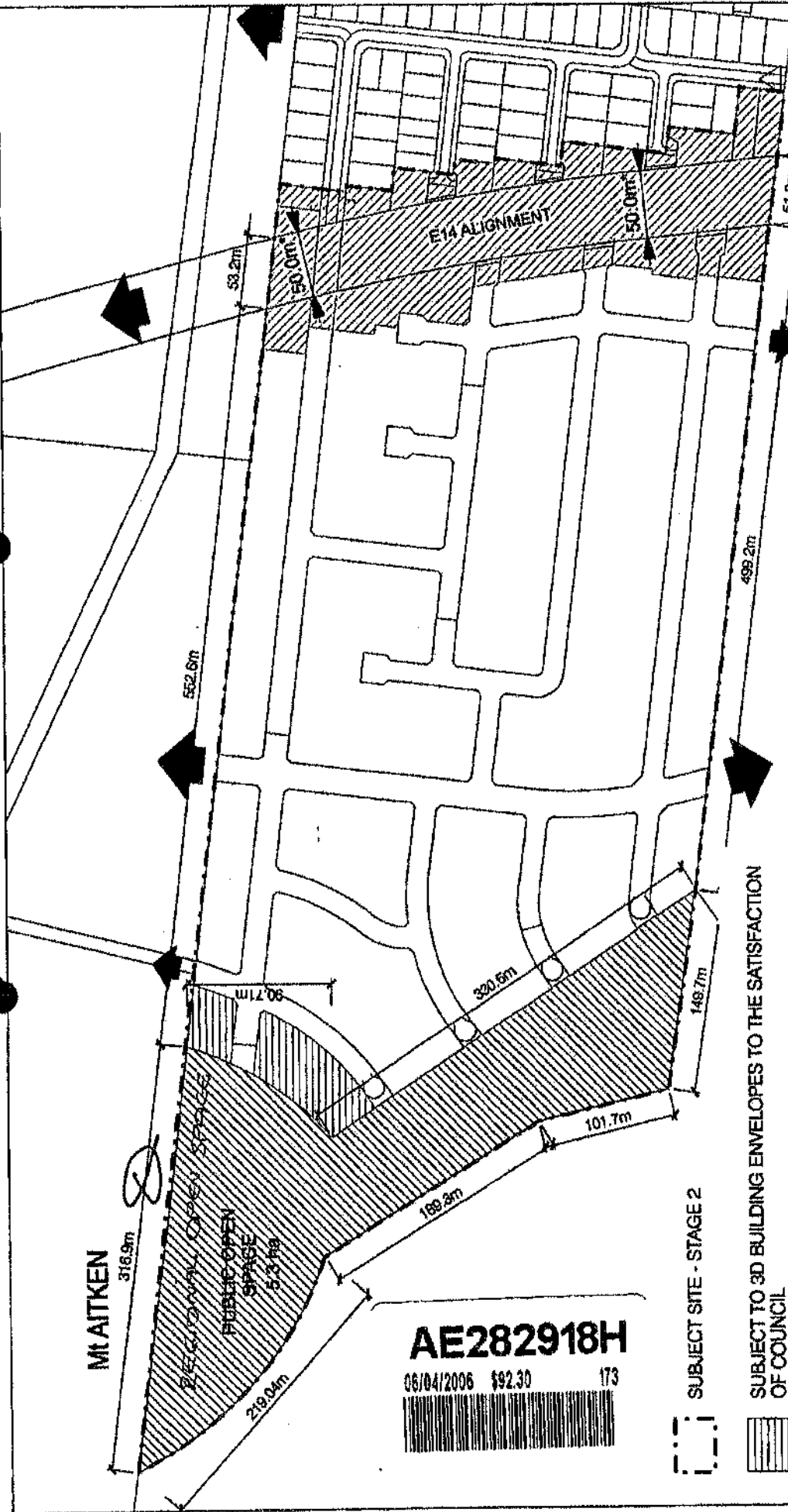
**Plan of the Site**

(Clauses 1.1.4, 1.1.13, 4.1, 4.3.1, 4.6 and 4.9)

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**DEVELOPMENT PLAN  
GREENVALE RISE - STAGE 2**

SCALE 1:4000  
A4  
PROJECT NUMBER 389056  
DATE AUG 05








PROJECT NUMBER	389056	DRAWING NUMBER	PD DP 02	REVISION	07
DATE	AUG 05	DRAWN	RC/NM	CHECKED	MR
				APPROVED	JS

TRACT CONSULTANTS PTY LTD  
404 MELBOURNE ST  
MELBOURNE VIC 3000  
AUSTRALIA  
TELEPHONE 03 9437 1111  
FACSIMILE 03 9437 1111  
E-MAIL info@tract.com.au

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-  SUBJECT SITE - STAGE 2
-  SUBJECT TO 3D BUILDING ENVELOPES TO THE SATISFACTION OF COUNCIL
-  EXTENT OF LAND RESERVED FROM SUBDIVISION UNTIL FINALISATION OF E14 ALIGNMENT.
-  ACTUAL E14 ROAD RESERVE MAY BE LESS THAN 50m SUBJECT TO FINAL DESIGN DETAIL OF ROAD AND WRITTEN AGREEMENT WITH HUME CITY COUNCIL. ANY LAND NOT REQUIRED FOR ROAD RESERVE WILL BE CONSOLIDATED TO DEVELOPMENT AREA.
-  LOCAL ROAD CONNECTION SOUTH TO JAMES MIRAMS DRIVE EXTENSION

**SCHEDULE 2**

**Mortgagee's Consent**

National Australia Bank Ltd as Mortgagee of registered mortgage number AB636350U (Thomas Land) and as Mortgagee of registered mortgage No. AC262897X (RANAD Land) consents to Peet entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed on behalf of the National Australia Bank Limited  
by its Attorney


**RACHELLE ANNE LEWIS**

under Power of Attorney dated 28th February 1991 (who states that he/she holds the position in the bank indicated under his/her signature) in the presence of:

*Rachelle Lewis*  
\_\_\_\_\_  
Signature of Attorney

**RELATIONSHIP MANAGER**  
\_\_\_\_\_  
Position

*Melanie Jumeau*  
\_\_\_\_\_  
Signature of Witness  
**MELANIE JUMEAU**  
**RELATIONSHIP MANAGER**  
**CORPORATE BANKING WA**  
\_\_\_\_\_  
Name of Witness

**AE282918H**  
06/04/2006 \$92.30 173  


Macpherson+Kelley Lawyers Pty Ltd  
ACN 109 702 650  
ABN 33 993 716 899  
Telephone 03 9794 2600  
Facsimile 03 9794 2500

Dandenong 40-42 Scott St  
Dandenong Victoria 3175  
PO Box 343 Dandenong Victoria 3175  
DX 17501 Dandenong

Melbourne Level 4  
114 William St  
Melbourne Victoria 3000  
Facsimile 03 8615 9999  
DX 174 Melbourne



**PLEASE REPLY TO MELBOURNE OFFICE**

The Registrar  
Land Victoria  
570 Bourke Street  
MELBOURNE VIC 3000

DATE: 5 April, 2006  
YOUR REF:  
OUR REF: CLT:158346  
DIRECT DIAL: 9794 2504  
DIRECT FAX: 8615 9999  
EMAIL: carolyn.telfer@mk.com.au

Dear Sir/Madam

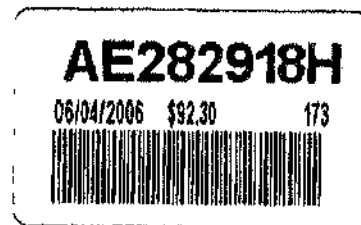
**SECTION 173 AGREEMENT - PEET & COMPANY & HUME CITY COUNCIL**

We act on behalf of Peet & Company Limited the registered proprietor of the land contained in Certificate of Title Volume 10890 Folio 002 and the controlling party of dealing numbers PS532354V and AE211640E.

We advise we consent to Phillips Fox, Current Practitioners for Hume City Council, lodging Section 181 Application and the Section 173 Agreement as a prior dealing to dealing numbers PS532354V and AE211640E.

Yours faithfully

**Macpherson + Kelley**  
Current Practitioner for the Registered Proprietor





# Imaged Document Cover Sheet

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FORM 18



Sch. 1

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

**Planning and Environment Act 1987**

**Lodged by:**

**Name:** Phillips Fox

**Phone:** 9274 6000

**Address:** 140 William Street, Melbourne, Victoria 3000

**Ref:**

**Customer Code:** 1390B

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

**Land:** Land contained in Certificate of Title Volume 10890 Folio 002 and Certificate of Title Volume 10750 Folio 343.

**Authority:** Hume City Council, 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047

**Section and Act**

**under which agreement made:** Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

**Signature for the Authority:**

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

**Name of Officer:**

**Date:**

.....  
27/4/06.  
.....

# RUSSELL KENNEDY

MEMBER OF THE KENNEDY STRANG LEGAL GROUP

**HUME CITY COUNCIL**

and

**PEET & COMPANY LTD  
ACN 008 665 834**

and

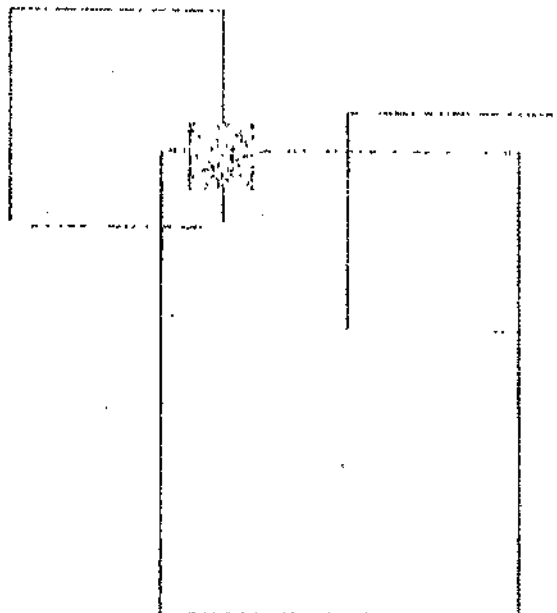
**PEET GREENVALE NO. 2 LIMITED  
ACN 100 290 677**

and

**MELBOURNE WATER CORPORATION  
ABN 81 945 386 953**

**DEED MADE PURSUANT TO SECTION 173  
OF THE *PLANNING AND ENVIRONMENT*  
ACT 1987**

---



Level 12  
469 La Trobe Street  
Melbourne Victoria 3000 Australia

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Melbourne Victoria 3001  
DX 494 Melbourne

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Fax 61 3 9609 1600

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THIS DEED is made on

26<sup>th</sup> August

2005

**PARTIES**

- 1 **HUME CITY COUNCIL**  
of 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047  
("Hume")
- 2 **PEET & COMPANY LTD**  
ACN 008 665 834  
of Level 2, 470 St Kilda Road, Melbourne, Victoria, 3004  
("Peet 1")
- 3 **PEET GREENVALE NO. 2 LIMITED**  
ACN 100 290 677  
of Level 2, 470 St Kilda Road, Melbourne, Victoria, 3004  
("Peet 2")  
  
(Peet 1 and Peet 2 together known as "Peet")
- 4 **MELBOURNE WATER CORPORATION**  
ABN 81 945 386 953  
of 100 Wellington Parade, East Melbourne, Victoria, 3002  
("Melbourne Water")

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**RECITALS**

- A Hume is the responsible authority pursuant to the Act for the Scheme.
- B Peet 1 is registered or entitled to be registered as the proprietor of the Thomas Land. Peet 2 is registered or entitled to be registered as the proprietor of the RANAD Land.
- C The majority of the Site is within the Greenvale Reservoir Catchment.
- D The Site is within the municipal district of Hume and the Thomas Land is affected by the provisions of the Scheme. At the date of this Agreement, the Thomas Land is zoned Residential 1 Zone ("R1 Zone"), Public Park and Recreation Zone ("PPRZ"), Public Use Zone 1 - Service and Utility ("PUZ1") and Green Wedge Zone ("GW Zone"). The RANAD Land, as former Commonwealth land, is currently not zoned and is currently not affected by the provisions of the Scheme.
- E That part of the Site zoned R1 Zone and PPRZ is subject to development plan overlay 11 ("DPO 11"). DPO 11 provides that:  
  
*The owner must enter into an agreement or agreements under Section 173 of the Act to the satisfaction of the responsible authority to provide for:*
  - *The landscaping of all public open space areas in accordance with the responsible authority's objectives for the area, including the provision of playgrounds.*
  - *Levies towards the appropriate provision of community facilities.*
  - *Levies toward the upgrade and/or provision of arterial road networks.*
  - *The gifted transfer of land within the Special Use Zone to Melbourne Water.*
- F All parties acknowledge that paragraph 3, fifth dot point of Schedule 11 to the DPO of the Scheme is incorrect. It refers to Special Use Zone ("SUZ"). The zoning at the time of

amendment C4 accurately reflected Hume's understanding of the proposed zoning. Subsequently, the land to be zoned SUZ, was in fact zoned PUZ1. The land zoned PUZ1 includes Melbourne Water Land A but not Melbourne Water Land B.

- G Hume, Melbourne Water and Peet have agreed that in order to satisfy the requirement to protect the Greenvale Reservoir, Melbourne Water Land A and Melbourne Water Land B will be given free of consideration to Melbourne Water by Peet adopting the procedures set out in clause 3.6.
- H At the date of this Agreement, the Thomas Land is encumbered by Mortgage No AB636350U and the RANAD Land is encumbered by Mortgage No. AC262807X, both in favour of National Australia Bank Ltd. National Australia Bank Ltd as Mortgagee has consented to Peet entering into this Agreement. The Mortgagee's consent is attached to Schedule 2 of this Agreement.
- I The parties have agreed to enter into this Agreement pursuant to section 173 of the Act to:
- make provision for Peet's gifting of the Melbourne Water Land A and the Melbourne Water Land B to Melbourne Water;
  - ensure that protective measures are implemented to prevent urban stormwater, or other water or effluent, from any part of the Site from entering the Greenvale Reservoir and to protect the quality of water entering the Greenvale Reservoir; and
  - achieve or advance the objectives of planning in Victoria and the objectives of the Scheme in relation to the Site.
- J Hume, as the responsible authority administering the Scheme, agrees without limiting or restricting its powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

**THEREFORE IT IS AGREED THAT:**

**1 DEFINITIONS AND INTERPRETATIONS**

1.1 In this Agreement:

- 1.1.1 "Act" means the Planning and Environment Act 1987;
- 1.1.2 "Agreement" means this Deed of Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;
- 1.1.3 "Commencement Date" means the date of this Agreement;
- 1.1.4 "E14" means the E14 transit corridor proposed by VicRoads, which at the date of this Agreement, is proposed to be located in the position shown on the Plan;
- 1.1.5 "Greenvale Reservoir" means the reservoir located approximately 21 kilometres north-north-west of Melbourne which stores potable water and which is owned and managed by Melbourne Water;
- 1.1.6 "Greenvale Reservoir Catchment" means the area around the Greenvale Reservoir where overland flows flow towards the Greenvale Reservoir, the boundaries of which are shown marked on the Plan;

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- 1.1.7 "Hume" means Hume City Council and includes any successors in title to Hume City Council;
- 1.1.8 "Land Shaping" means earthworks undertaken in accordance with clause 3.2 to permanently shape the land so that overland flows are directed outside of the Greenvale Reservoir Catchment;
- 1.1.9 "Melbourne Water" means Melbourne Water Corporation and includes any successors in title to Melbourne Water or any other person who becomes vested with responsibility for the Greenvale Reservoir and/or the Greenvale Reservoir Catchment;
- 1.1.10 "Melbourne Water Land A" means the land delineated and marked "A" on the Plan;
- 1.1.11 "Melbourne Water Land B" means the land delineated and marked "B" on the Plan;
- 1.1.12 "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 Site or any part of it;
- 1.1.13 "Peet" includes the person or persons registered or entitled from time to time to be registered as the owner of the Site or any part of it and includes a Mortgagee in possession;
- 1.1.14 "Permanent Bund" means the bund to be constructed by Peet in accordance with clause 3.2.1(b) in the approximate location shown on the Plan.
- 1.1.15 "Plan" means the plan annexed to this Agreement in Schedule 1;
- 1.1.16 "RANAD Land" means the land contained in certificate of title volume 10750 folio 343 that Peet recently purchased from the Commonwealth that was previously occupied by the Royal Australian Navy and Defence;
- 1.1.17 "Scheme" means the Hume Planning Scheme;
- 1.1.18 "Site" means the Thomas Land and the RANAD Land, being the area shown coloured pink on the Plan;
- 1.1.19 "Temporary Bund" means a bund constructed in accordance with clause 3.1 for the purpose of protecting the Greenvale Reservoir Catchment to be used until such time that the Permanent Bund and/or Land Shaping has been constructed;
- 1.1.20 "Termination Date" means the date upon which the obligations of Peet under this Agreement are completed and fulfilled to the satisfaction of Melbourne Water and Hume or such other date as agreed by all parties;
- 1.1.21 "Thomas Land" means the land contained in certificate of title volume 8061 folio 425, and  
*Volume 10890 Folio 002*
- 1.1.22 "Utility Installation" has the meaning given to it in the Scheme, and for the avoidance of doubt, includes a minor utility installation,

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reservoir and telecommunications facility (as those terms are defined in the Scheme).

- 1.2 The parties agree that in the interpretation of this Agreement:
- 1.2.1 the singular includes the plural and the plural includes the singular;
  - 1.2.2 a reference to a gender includes a reference to each other gender;
  - 1.2.3 a reference to a person includes a reference to a firm, joint venture, association, authority, trust, corporation or other corporate body and its successors in law;
  - 1.2.4 if a party consists of more than one person this agreement binds them jointly and each of them severally;
  - 1.2.5 a reference to an Act, Regulation or the Scheme shall include any Act, Regulation or Scheme amending, consolidating or replacing the Act, Regulation or Scheme;
  - 1.2.6 the recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals, and each of the parties confirms the recitals that relate to that party;
  - 1.2.7 a reference in this Agreement to "Hume" and "Melbourne Water" includes each of its successors and a reference to "Peet" includes its receivers, liquidators, assigns and successors; and
  - 1.2.8 a term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If the term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act.
- 1.3 This Agreement commences on the Commencement Date and ends on the Termination Date.

## 2 SEVERABILITY

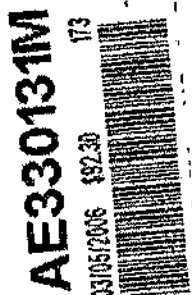
- 2.1 Should this Agreement be found to be unenforceable under the Act, it will nevertheless remain a deed between the parties and be enforceable as a deed in a Court of competent jurisdiction in the State of Victoria.
- 2.2 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

## 3 PEET'S OBLIGATIONS TO HUME AND MELBOURNE WATER

### 3.1 Temporary Bunds

- 3.1.1 Peet expressly covenants and agrees that, prior to any development or works commencing on any part of the Site that is located within the Greenvale Reservoir Catchment, it will at its cost:

- (a) submit to Melbourne Water for Melbourne Water's approval plans and specifications for the Temporary Bund sufficient to contain a 1 in 1 million average recurrence interval (ARI) storm





event so as to prevent all overland flow generated within that part of the Site intended to be developed from entering the Greenvale Reservoir; and

- (b) construct the Temporary Bund in accordance with the plans and specifications approved by Melbourne Water under paragraph (a) to Melbourne Water's satisfaction; and
- (c) establish overland flow paths within the Temporary Bund to Melbourne Water's satisfaction.

**3.1.2**

Peet expressly covenants and agrees that, for the period up to and including the date on which the construction of the Permanent Bund or Land Shaping has been completed to Melbourne Water's satisfaction in accordance with clause 3.2 below:

- (a) It will maintain at its cost all or any Temporary Bund constructed in accordance with clause 3.1.1 above to Melbourne Water's satisfaction; and
- (b) it will not, and it will not cause or permit, any interference with the Temporary Bund which may affect the capacity of the Temporary Bund to contain a 1 in 1 million average recurrence interval (ARI) storm event so as to prevent all overland flow generated within that part of the Site in respect of which the Temporary Bund has been constructed from entering the Greenvale Reservoir.

**3.1.3**

The parties acknowledge and agree that, in the event that Peet sells, transfers or otherwise disposes of any part of the Site on which a Temporary Bund is constructed prior to the date on which the construction of the Permanent Bund or Land Shaping has been completed in accordance with clause 3.2.1 the obligations contained in clause 3.1.2(b) shall be annexed to and shall run at law and in equity with the relevant part of the Site, and shall bind Peet's successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the relevant part of the Site.

**3.2 Permanent Bund and/or Land Shaping****3.2.1**

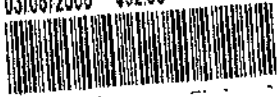
Peet expressly covenants and agrees that, prior to any development or works commencing on those parts of the Site that are immediately adjacent to and within the proposed location of the Permanent Bund as shown on the Plan, it will at its cost:

- (a) submit to Melbourne Water for Melbourne Water's approval plans and specifications for a Permanent Bund or other works such as Land Shaping, which are sufficient to contain a 1 in 1 million average recurrence interval (ARI) storm event so as to prevent all overland flow generated within any part of the Site from entering the Greenvale Reservoir. For the purposes of this clause 3.2.1(a), Peet must disregard the presence of any Temporary Bund constructed under clause 3.1;
- (b) construct the Permanent Bund or Land Shaping in accordance with the plans and specifications approved by Melbourne Water under paragraph (a), to Melbourne Water's satisfaction;

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- (c) establish overland flow paths within the Permanent Bund or Land Shaping to Melbourne Water's satisfaction;
- (d) Where Melbourne Water has permitted Peet to construct Land Shaping instead of or in addition to the Permanent Bund or any part of the Permanent Bund on any part of the Site, and such Land Shaping is within any part of the Site that is intended to remain in private ownership, Peet must impose a restriction on the use of any such land to prevent any use or development of the land damaging, destroying or interfering with the designed purpose of the Land Shaping. Such restriction must be to Melbourne Water's satisfaction, and may be imposed by:
  - (1) creating a restriction on the plan of subdivision of which any such land forms part;
  - (2) a restrictive covenant; or
  - (3) any other method approved by Melbourne Water including the granting of any necessary easement to Melbourne Water over any such land to ensure the continuation of the Land Shaping in perpetuity.

3.2.2 The parties acknowledge and agree that:

- (a) the Permanent Bund and/or Land Shaping must be located in the location agreed by Melbourne Water in writing;
- (b) the Permanent Bund and/or Land Shaping may be constructed in stages;
- (c) the land on which the Permanent Bund or any part thereof is constructed must not, and must never be, within a privately owned lot or lots; and
- (d) Melbourne Water agrees in principle to the creation of carriageway easement(s) (at Peet's cost) over the Permanent Bund in location(s) to be approved by Melbourne Water (in its absolute discretion) so that that part of the RANAD Land to the south of the Permanent Bund may be accessed from the north, provided that any such carriageway easement deals, without limitation, with the following to Melbourne Water's satisfaction:
  - (1) liability arising from the use of the easement;
  - (2) maintenance of the easement and that part of the Permanent Bund burdened by the easement;
  - (3) the people that may use the easement; and
  - (4) how, when and for what purpose(s) the easement may be used.

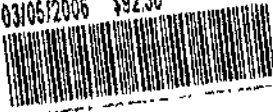
3.2.3 Peet expressly covenants and agrees that:

- (a) it will, at its cost, maintain the Permanent Bund and/or Land Shaping, to Melbourne Water's satisfaction, for a period of 12 months after the completion of the construction of the final

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stage of the Permanent Bund or Land Shaping to Melbourne Water's satisfaction; and

- (b) it will not cause or permit, any interference with the Permanent Bund which may affect the capacity of the bund to contain a 1 in 1 million average recurrence interval (ARI) storm event so as to prevent all overland flow generated within the Site from entering the Greenvale Reservoir; and
- (c) prior to the expiry of the maintenance period described in paragraph (a) above, it will have vested in Melbourne Water as a reserve such part/s of the Site on which the Permanent Bund (or relevant part of the Permanent Bund) is located. Such reserve will be sufficiently broad to allow vehicle access to the Permanent Bund along its entire length and will be vested in Melbourne Water pursuant to section 24(2)(a) of the *Subdivision Act 1988* by the registration of a plan or plans of subdivision showing the reserve.

**3.3 Approvals**

- 3.3.1 Peet expressly covenants and agrees that prior to the commencement of any development or works on the Site, it will obtain, at its own expense, all necessary approvals and consents under any relevant Act, Regulation or the Scheme.
- 3.3.2 The parties agree and acknowledge that any approval or consent given under this Agreement is given in addition to and is not intended to be a substitute for any consent or approval required under clause 3.3.1.

**3.4 Security**

- 3.4.1 Within 7 days after the execution of this Agreement, Peet must provide an unconditional undertaking in a form acceptable to Melbourne Water from a financial institution approved by Melbourne Water in the amount of \$4,000.00, for the purpose of securing the due performance of Peet's obligations under clause 3.2.3(a) of this Agreement.
- 3.4.2 Melbourne Water may have immediate recourse to the unconditional undertaking referred to in clause 3.4.1 if it considers that Peet has failed to comply with its obligations under clause 3.2.3(a) without the need for Melbourne Water to:
  - (a) give notice to Peet of its intention to call on the undertaking; or
  - (b) give notice to Peet that it considers that Peet has failed to comply with its obligations under clause 3.2.3(a).
- 3.4.3 If Melbourne Water makes any deduction from the undertaking, Peet must immediately provide a new undertaking in similar form, to reinstate the level of security to that which existed prior to the authorised and reasonable deduction.

### 3.5 Development conditions

3.5.1 Peet expressly covenants and agrees that it will ensure that, in respect of the development of all parts of the Site within the Greenvale Reservoir Catchment:

- (a) any surface stormwater infrastructure which drains all or any such land must be designed and constructed to cater for flows from a 1 in 1 million average recurrence interval (ARI) storm event to the satisfaction of Melbourne Water. The system must be gravity based and designed so that stormwater pumps and pondages within the Greenvale Reservoir Catchment will not be required;
- (b) no buildings (excluding fences and walls) or Utility Installations (excluding power transmission services) will be constructed on that part of the Site that is located between the Greenvale Reservoir and the Permanent Bund and/or Land Shaping;
- (c) no part of the Site that is located between the Greenvale Reservoir and the Permanent Bund and/or Land Shaping will be used or developed for any purpose unless Melbourne Water has given prior written approval to the use or development. Melbourne Water may grant such approval subject to conditions designed to ensure that protective measures are implemented to prevent stormwater, or other water or effluent, from the relevant part of the Site from entering the Greenvale Reservoir and to protect the quality of water entering the Greenvale Reservoir;
- (d) all sewers are constructed with gravity flow and that no emergency relief structure will be located within the Greenvale Reservoir Catchment;
- (e) all sewage systems are to be:
  - (1) constructed of plastic pipes with fully welded joints or a suitable alternative to Melbourne Water's satisfaction having regard to the views of Yarra Valley Water Limited; and
  - (2) otherwise designed, constructed and sited to the satisfaction of Melbourne Water having regard to the estimation of the 1 in 1 million average recurrence interval (ARI) storm event;
- (f) all residential or other development within the Greenvale Reservoir Catchment is connected to a reticulated sewage system and no septic tanks or similar onsite wastewater treatment systems are used within the Greenvale Reservoir Catchment.

3.5.2 For the purposes of clause 3.5.1, the parties acknowledge and agree that on completion of E14, E14 will form the eastern boundary of the Greenvale Reservoir Catchment, and that any use or development of any part of the Site that lies to the east of the completed E14 will not be subject to the conditions set out in clause 3.5.1.



### 3.6 Gifting of Melbourne Water Land A and Melbourne Water Land B

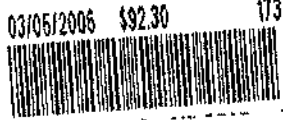
- 3.6.1 Peet expressly covenants and agrees that it will gift the Melbourne Water Land A to Melbourne Water free of charge prior to or as part of the issue of a statement of compliance for any subdivision of any part of the Thomas Land to the west of the proposed location of E14.
- 3.6.2 Peet expressly covenants and agrees that, subject to clause 3.8 of this Agreement, it will gift the Melbourne Water Land B to Melbourne Water free of charge prior to or as part of the issue of a statement of compliance for any subdivision of:
- (a) any part of the RANAD Land within the Greenvale Reservoir Catchment as agreed with Melbourne Water, if E14 has not yet been constructed at the time of the subdivision; or
  - (b) any part of the RANAD Land to the west of E14, if E14 has been constructed at the time of the subdivision.
- 3.6.3 Peet will gift the Melbourne Water Land A to Melbourne Water by showing the land as a "Drainage Reserve for Water Supply Purposes" in favour of Melbourne Water on the plan of subdivision in respect of which a statement of compliance referred to in clause 3.6.1 is sought.
- 3.6.4 Peet will gift the Melbourne Water Land B to Melbourne Water by showing the land as a "Drainage Reserve for Water Supply Purposes" in favour of Melbourne Water on the plan of subdivision in respect of which a statement of compliance referred to in clause 3.6.2 is sought.
- 3.6.5 Peet covenants and agrees that it is responsible for preparing all necessary documentation to effect the gifting as required by this clause 3.6.

### 3.7 Fencing of the Melbourne Water Land A and Melbourne Water Land B

- 3.7.1 Subject to clause 3.7.2, Peet expressly covenants and agrees that:
- (a) prior to the gifting of the Melbourne Water Land A to Melbourne Water in accordance with clause 3.6.3, it will construct a 1.8 meter high rabbit proof security fence on the boundary between the Melbourne Water Land A and the Site, to Melbourne Water's satisfaction; and
  - (b) prior to the gifting of the Melbourne Water Land B to Melbourne Water in accordance with clause 3.6.4, it will construct a 1.8 meter high rabbit proof security fence on the boundary between the Melbourne Water Land B and the Site, to Melbourne Water's satisfaction; and
  - (c) it will maintain such fences for a period of 3 months after they are constructed, to Melbourne Water's satisfaction.
- 3.7.2 Melbourne Water expressly covenants and agrees that:
- (a) it will pay to Peet 50% of the cost of constructing the fences with the specifications described in clauses 3.7.1(a) and

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3.7.1(b), within 28 days of the construction of any such fence and after receiving a tax invoice for such cost from Peet;

- (b) Peet may request Melbourne Water's approval to vary the specifications described in clauses 3.7.1(a) and 3.7.1(b), and Melbourne Water will not unreasonably withhold its approval to any such variation, provided that any approval by Melbourne Water of any such variation will not affect Melbourne Water's obligations under paragraph (a) to meet 50% of the cost of constructing fences with the specifications described in clauses 3.7.1(a) and 3.7.1(b).

### **3.8 Environmental assessment of the RANAD Land**

3.8.1 Prior to the gifting of the Melbourne Water Land B to Melbourne Water pursuant to clause 3.6 above, Peet will conduct an environmental assessment (including a groundwater assessment) to Melbourne Water's satisfaction of the Melbourne Water Land B to ascertain:

- (a) whether the Melbourne Water Land B is contaminated, and if so to what extent; and
- (b) whether any remediation or on-going management or monitoring is required in relation to any such contamination.

3.8.2 If the environmental assessment conducted under clause 3.8.1 indicates that there is contamination present on the Melbourne Water Land B that requires remediation or on-going management or monitoring, Melbourne Water will be entitled to refuse to accept the gift of the Melbourne Water Land B from Peet pursuant to clauses 3.6.2 and 3.6.4 above, unless and until Peet remediates the contamination at its cost in accordance with the recommendations of the environmental assessment and to Melbourne Water's satisfaction, and/or Peet and Melbourne Water have entered into a further agreement to Melbourne Water's satisfaction which deals with responsibility for the on-going management or monitoring recommended by the environmental assessment.

### **3.9 Registration of this Agreement**

Peet expressly covenants and agrees that it will not commence any works or development of any part of the Site until this Agreement is registered on the certificates of title for the Site in accordance with clause 13 of this Agreement.

## **4 PEET'S AND HUME'S OBLIGATIONS TO MELBOURNE WATER**

Peet expressly covenants and agrees that it will consult with Melbourne Water in relation to any planning scheme amendment prepared in relation to any part of the Site, and that it will keep Melbourne Water informed of the progress of any such amendment, and take into account, and give effect to, Melbourne Water's reasonable requirements in respect of any such amendment.

## **5 MELBOURNE WATER ACKNOWLEDGMENT**

Melbourne Water agrees in principle to Peet planting and, if required, maintaining native vegetation, at Peet's cost, on either or both of Melbourne Water Land A or Melbourne Water Land B in satisfaction of Peet's obligations under "Victoria's Native Vegetation

Management – A Framework for Action" provided that the parties enter into a further agreement which deals, without limitation, with:

- 5.1 the location of planting allowed;
- 5.2 the type of planting allowed;
- 5.3 when and how planting is to take place;
- 5.4 the maintenance responsibility for the planting (this may involve Melbourne Water maintaining the planting at Peet's cost); and
- 5.5 Peet's access to either or both of Melbourne Water Land A or Melbourne Water Land B to enable it to carry out any authorised planting or maintenance.

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## **6 INDEMNITY AND RELEASE**

Peet agrees not to make any claim for damages or loss of any kind against Melbourne Water or Hume, or their respective officers, employees, agents and contractors as a result of anything permitted by or done in accordance with this Agreement. Peet agrees to hold harmless and keep Melbourne Water or Hume, or their respective officers, employees, agents and contractors indemnified for and against all actions, claims, liability, demands, damages, losses, expenses and/or costs by or at the instance of any person or body whatsoever for or by reason of any such demand or injury in respect of any suit, action, proceeding, judgment or claim including any claim in negligence or arising from a personal injury.

## **7 DEFAULT**

If Peet fails to comply with the provisions of this Agreement, Melbourne Water or Hume may serve a notice on Peet specifying the works, matters and things in respect of which Peet is in default. If the alleged default continues for 30 days after the service of such notice, Melbourne Water or Hume, as the case may be, may by its officers, employees, agents and contractors enter the Site and ensure that the works, matters and things are carried out. The costs incurred by Melbourne Water or Hume in undertaking the works as a result of Peet's default will constitute a debt due and payable and must be paid by Peet on demand.

## **8 DUTY**

Should any duty be lawfully payable on the transfer or vesting of the Melbourne Water Land A or the Melbourne Water Land B from Peet to Melbourne Water, Peet agrees to indemnify Melbourne Water in respect of any such obligation or payment.

## **9 COSTS**

Peet will pay Melbourne Water's and Hume's reasonable costs in relation to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are, and until paid will remain, a debt due to Melbourne Water, or Hume, as the case may be.

## **10 LICENCE**

Peet grants Melbourne Water and Hume a licence to enter upon any part of the Site for any purpose required to give effect to, or assess compliance with, this Agreement, provided Melbourne Water or Hume, as the case may be, has first given Peet no less than 48 hours notice in writing of its intention to enter.

**11 ACKNOWLEDGMENTS BY MELBOURNE WATER AND HUME**

Hume, Melbourne Water and Peet have agreed that in order to satisfy the requirement to protect the Greenvale Reservoir and to allow development of the Site, Melbourne Water Land A and Melbourne Water Land B will be given free of consideration to Melbourne Water by Peet adopting the procedures set out in clause 3.6. All parties acknowledge that the requirement for land to be gifted is therefore satisfied.

**12 PEET'S WARRANTIES AND COVENANTS**

Peet warrants and covenants with Hume and Melbourne Water:

- 12.1 that there are no mortgages, liens, charges, easements or other encumbrances or rights inherent in any other person affecting the Site not disclosed by the usual searches since Peet has become entitled to be registered as the proprietor of the Site;
- 12.2 to the best of Peet's knowledge, the Site or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958*;
- 12.3 Peet agrees to enter into agreement/s with Hume to comply with those requirements described in Recital D which are not addressed by clause 3.6 of this Agreement.

**13 REGISTRATION OF AGREEMENT**

- 13.1 Peet will consent to Hume making application to the Registrar of Titles to make a recording of this Agreement in the Register on the certificate of title of the Site in accordance with section 181 of the Act and do all things necessary to enable Hume to do so, including signing any further agreement, acknowledgement or document, or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.
- 13.2 Without limiting the operation or effect which this Agreement has, Peet must ensure that until such time as a Memorandum of this Agreement is registered on the title/s to the Site, successors in title shall be required to:
  - 13.2.1 give effect to and do all acts and sign all documents which require those successors to give effect to this Agreement; and
  - 13.2.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of Peet appears in addition to or in lieu of the name of Peet.

**14 NOTIFICATION TO SUCCESSORS IN TITLE**

Peet will not sell, transfer, assign or otherwise part with possession of the Site or any part thereof without first disclosing to the intended purchaser, transferee or assignee the existence and nature of this Agreement.

**15 OBLIGATIONS TO RUN WITH THE SITE**

The parties acknowledge and agree that this Agreement is made pursuant to section 173 of the Act and during the period of this Agreement the obligations imposed on Peet are

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conditions on which the Site may be used or developed and are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Site and every part of the Site and bind Peet, its successors in title, assignees and transferees and the registered proprietor and proprietors for the time being of the Site and every part of the Site.

#### 16 PEET MAY APPLY FOR PLANNING PERMISSION

- 16.1 Subject to Peet's compliance with this Agreement, the parties acknowledge and agree that this Agreement will not and is not intended to prejudice the rights of Peet to make any application under the Scheme for permission to use and develop the Site or for an amendment to the Scheme insofar as it may affect the Site or to prevent or constrain Hume from considering and determining any such application in accordance with the requirements of the Scheme and the Act.
- 16.2 The parties acknowledge and agree that this Agreement, and in particular the gifting of the Melbourne Water Land A and the Melbourne Water Land B to Melbourne Water in accordance with clause 3.6, will not and is not intended to convey any rights for Peet to use or develop the Site or any part thereof otherwise than in accordance with the Scheme or any planning permit issued pursuant to the Scheme or any amendment to the Scheme adopted and approved in accordance with the Act.

#### 17 NO FETTERING OF MELBOURNE WATER'S OR HUME'S POWERS

Except as otherwise provided or implied by or under this Agreement, the parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of Melbourne Water or Hume 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 or any planning scheme amendment relating to the Site, or relating to any use or development of the Site.

#### 18 NO WAIVER

Any time or other indulgence granted by Melbourne Water or Hume to Peet or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Melbourne Water or Hume against Peet will not in any way amount to a waiver of any of the rights or remedies of Melbourne Water or Hume in relation to the terms of this Agreement.

#### 19 PROGRESSIVE RELEASE FROM AGREEMENT

- 19.1 Subject to paragraph 19.2, whenever Hume has issued a statement of compliance in respect of any subdivision of any part of the Site, provided that Peet's obligations under this Agreement in respect of that part of the Site have been fulfilled to Melbourne Water's and Hume's satisfaction, Hume must, at Peet's cost, within 28 days of being requested by Peet, after consulting with Melbourne Water, provide to Peet or its nominee a registrable form of notice of withdrawal of registration of this Agreement against the title or titles to the relevant part or parts of the Site to enable Peet to lodge such notice or application in the Land Registry pursuant to section 183 of the Act.
- 19.2 The parties acknowledge and agree that the Agreement will continue to run with and burden that part of the Site that lies between the Greenvale Reservoir and the Permanent Bund and/or Land Shaping unless Hume and Melbourne Water agree otherwise.

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**20 SERVICE**

20.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

20.1.1 by delivering it personally to that party;

20.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

20.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

20.2 A notice or other communication is deemed served:

20.2.1 if delivered, on the next following business day;

20.2.2 if posted, on the expiration of two business days after the date of posting; or

20.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

**21 DISPUTE RESOLUTION**

21.1 In the event of there being any dispute between the parties arising out of this Agreement relating to whether or not a matter is to be done to the satisfaction of Hume as the responsible authority, or the satisfaction of Melbourne Water, the parties agree that such dispute shall be referred, unless otherwise resolved, to the Victorian Civil and Administrative Tribunal pursuant to section 149 of the Act.

EXECUTED as a deed.

THE COMMON SEAL of HUME CITY COUNCIL was hereo affixed on the

26/8/05  
in the presence of:

*[Signature]*  
Councillor

*[Signature]*  
Chief Executive Officer



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03/05/2006 \$92.30 173

THE COMMON SEAL of PEET & COMPANY LTD ACN 008 665 834 was affixed in the presence of authorised persons:



*[Signature]*  
Director

WARWICK HEMSLEY  
Full name

3 SUTCLIFFE ST, DALKEITH WA  
Usual address

*[Signature]*  
Director/secretary \*Delete whichever is inapplicable

Dom SCARATH  
Full name

11 SANDALUM RT, CANNING VALLEY WA 6155  
Usual address

THE COMMON SEAL of PEET GREENVALE NO. 2 LIMITED ACN 100 290 677 was affixed in the presence of authorised persons:



*[Signature]*  
Director

WARWICK HEMSLEY  
Full name

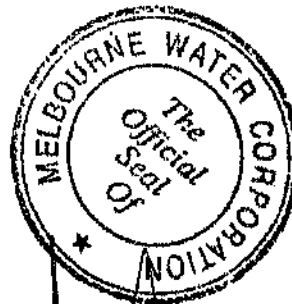
3 SUTCLIFFE ST, DALKEITH WA  
Usual address

*[Signature]*  
Director/secretary \*Delete whichever is inapplicable

Dom SCARATH  
Full name

11 SANDALUM RT CANNING VALLEY WA 6155  
Usual address

THE OFFICIAL SEAL of MELBOURNE WATER CORPORATION, the fixing of which was witnessed by:



*[Signature]*  
Signature of director

*[Signature]* 16/11/05  
Signature of secretary

Rob Skinner  
Name

JAKE DENTON  
Name

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16

**SCHEDULE 1**

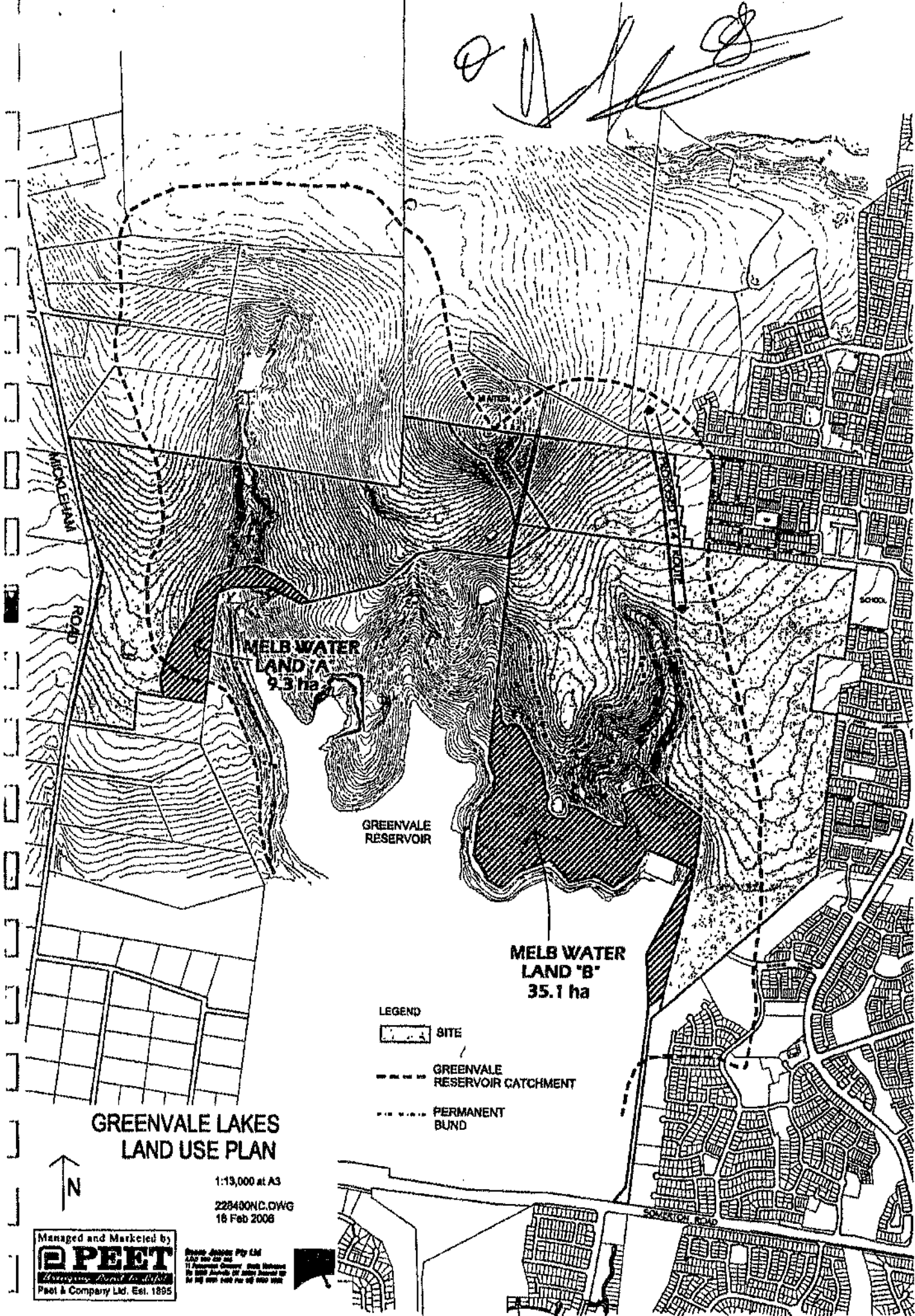
**Plan of the Site**

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# GREENVALE LAKES LAND USE PLAN

1:13,000 at A3  
228480NC.DWG  
18 Feb 2008

- LEGEND
-  SITE
  -  GREENVALE RESERVOIR CATCHMENT
  -  PERMANENT BUND



Managed and Marketed by  
**PEET**  
 Peet & Company Ltd. Est. 1895

David Gordon Pty Ltd  
 1327 500 420 242  
 11 Richmond Company Street Ingleburn  
 NSW Australia 2508  
 Tel: 61 61 487 400 Fax: 61 61 487 1000



**SCHEDULE 2**

**Mortgagee's Consent**

National Australia Bank Ltd as Mortgagee of registered mortgage No. AB636350U (Thomas Land) and as Mortgagee of registered mortgage No. AC262897X (RANAD Land) consents to Peet entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed on behalf of the National Australia Bank Limited  
by its Attorney Rachelle Anne Lewis

under Power of Attorney dated 28th February 1991 (who states that he/she holds the position in the bank indicated under his / her signature) in the presence of:


Rachelle Lewis  
Signature of Attorney

Bank Manager  
Position

[Signature]  
Signature of Witness

JOHN RUSSELL POWELL  
Name of Witness

**AE330131M**

03/05/2006 \$92.30 173  


Macpherson+Kelley Lawyers Pty Ltd  
ACN 109 702 650  
ABN 33 993 716 899  
Telephone 03 9794 2600  
Facsimile 03 9794 2500

Dandenong 40-42 Scott St  
Dandenong Victoria 3175  
PO Box 343 Dandenong Victoria 3175  
DX 17501 Dandenong

Melbourne Level 4  
114 William St  
Melbourne Victoria 3000  
Facsimile 03 8615 9999  
DX 174 Melbourne

# KEEP



PLEASE REPLY TO MELBOURNE OFFICE

The Registrar  
Land Victoria  
570 Bourke Street  
MELBOURNE VIC 3000

DATE: 5 April, 2006  
YOUR REF:  
OUR REF: CLT:158346  
DIRECT DIAL: 9794 2504  
DIRECT FAX: 8615 9999  
EMAIL: carolyn.telfer@mk.com.au

Dear Sir/Madam

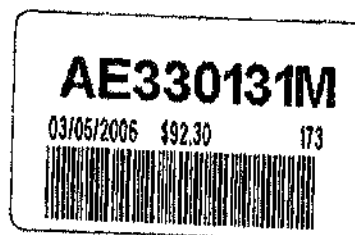
**SECTION 173 AGREEMENT - PEET & COMPANY, PEET GREENVALE NO. 2 LTD,  
HUME CITY COUNCIL & MELBOURNE WATER**

We act on behalf of Peet & Company Limited and Peet Greenvale No. 2 Ltd, the registered proprietor of the land contained in Certificates of Title Volume 10890 Folio 002 and Volume 10750 Folio 343 and the controlling party of dealing numbers PS532354V and AE211640E.

We advise we consent to Phillips Fox, Current Practitioners for Hume City Council, lodging Section 181 Application and the Section 173 Agreement as a prior dealing to dealing numbers PS532354V and AE211640E.

Yours faithfully

**Macpherson + Kelley**  
Current Practitioner for the Registered Proprietor



# KEEP

Our ref: LMH:KNP:0375799

3 May 2006

The Registrar  
Land Victoria  
570 Bourke Street  
MELBOURNE VIC 3000  
By hand

140 William Street  
Melbourne VIC 3000  
PO Box 4301PP  
Melbourne VIC 3001  
Australia  
DX 147 Melbourne  
Tel +61 3 9274 5000  
Fax +61 3 9274 5111  
www.phillipsfox.com

Adelaide  
Brisbane  
Canberra  
Melbourne  
Perth  
Sydney  
Auckland  
Wellington  
Hanoi  
Ho Chi Minh City

Dear Registrar

**Greenvale Lakes  
Section 173 Agreement - Peet & Company, Peet Greenvale No.2 Ltd, Hume  
City Council and Melbourne Water**

I refer to the letter from Macpherson & Kelley Lawyers to you dated 5 April 2006 in relation to this matter.

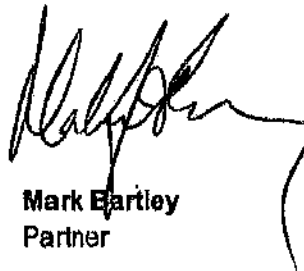
I confirm that I act on behalf of Hume City Council.

I request that the section 181 application and the section 173 agreement concerning land contained in Certificate of Title Volume 10890 Folio 002 and Certificate of title Volume 10750 Folio 343 be lodged with the titles office as a prior dealing to dealing numbers PS532354V and AE211640E.

Yours sincerely



**Kim Piskuric**  
Solicitor  
Direct +61 3 9274 5351  
Email kim.piskuric@phillipsfox.com



**Mark Bartley**  
Partner

**AE330131M**

03/05/2006 \$92.30 173  




# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AN530473N</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>22/08/2023 14:37</b>

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**AN530473N**

07/02/2017 \$92.70 173



Section 181

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

Planning and Environment Act 1987

Lodged by: Maripa & Co Lawyers  
Name: Vincent Maripa  
Phone: 9309 2175  
Address: 28 Bamburgh Street, Broadmeadows, VIC 3047  
Reference: MHC516  
Customer Code: 13890M

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

Land: VOLUME: 11518 FOLIO: 322

Authority: HUME CITY COUNCIL, 1079 Pascoe Vale Road, Broadmeadows VIC 3047.

Section and Act under which agreement made: Section 173 of the Planning and Environment Act 1987.

A copy of the Agreement is attached to this Application.

Date: ..... - 6 FEB 2017

Signed: .....

Peter William Jolly  
Municipal Building Surveyor  
I am the delegated Officer of the  
HUME CITY COUNCIL authorised to sign.

P.E.C 201601

AN530473N



**THIS AGREEMENT** is made the 4th day of OCTOBER 20 16

**BETWEEN:**

**HUME CITY COUNCIL** (hereinafter called "the Council")

- AND -

<b>Name/s.</b>	GIUSEPPE SEBASTIANO VALENTI SONIA PATRICIA VALENTI
<b>Address.</b>	107 HORIZON BVD GREENVALE VIC 3059

(hereinafter called 'the owners')

**WHEREAS:**

- A. The owner(s) are entitled to be registered at the Office of Titles as the proprietor(s) of an estate in fee simple in the land described in Certificate of Title as;

<b>Address.</b>	Lot 201 PS 714705E Vol 11518 Fol 322
<b>No.</b>	107 HORIZON BVD GREENVALE VIC 3059

(hereinafter called 'the subject land')

- B. The Council is the Responsible Authority for the enforcement and carrying out of the Hume Planning Scheme (hereinafter called "the Planning Scheme").
- C. The Owners wish to erect a building or other structure over a Council easement on the subject land.

<b>Description of Building.</b>	POOL SAFETY BARRIER AND VERANDAH OVERHANG
---------------------------------	---

- D. The Council has given its consent to the erection of the building on the subject land on the basis that the Owner enter into this agreement with the Council.
- E. The Council and the Owner(s) have agreed that this Agreement is made pursuant to Section 173 of the Planning and Environment Act 1987.

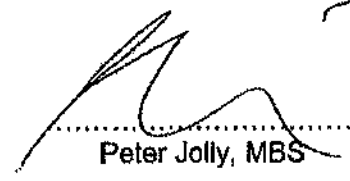
**NOW THE OWNER(S) AGREE AS FOLLOWS:**

1. To permit the Council to enter into and upon the building or other structure and/or the easement for the purpose of inspecting maintaining or repairing any sewer or drain or other works of the Council now laid or which may be hereafter laid by the Council and of constructing any sewer or drain or other works of the Council which may be hereafter laid by the Council.
2. To be solely responsible for all injury, loss or damage which may be occasioned to the said building or other structure by reason of or incidental to the carrying out of the inspection construction maintenance or repair of the said sewer or drain or other works or by reason of or incidental to the presence of the said sewer or drain or other works.

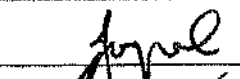

3. To indemnify the Council against all actions claims suits and demands arising out of or incidental to the erection and/or retention of the said building or other structure over the said sewer drain or other works and/or the said easement.
4. To pay to the Council any additional costs incurred by it in inspecting construction maintaining or repairing the said sewer or drain or other works by reason of the said building or other structure having been erected over such sewer or drain or other works and/or the said easement.
5. Not to sell or mortgage land to which this agreement refers without first disclosing the contents of this Agreement to the purchaser or mortgagee.
6. To ensure that the foundations of the said building or other structure shall be clear of any sewer, drain or other works already in the easement of which may laid in the easement.
7. To construct the floor in a way that the said sewer or drain or other works will be accessible for repair. In case of a concrete floor, slabs over the sewer or drain or other works are to be not greater than 900 x 900 with caneite or bitumen joints 12mm wide running longitudinally on both sides of the slabs which are directly above the pipe of other works.
8. To pay to the Council the Council's reasonable costs and expenses of and incidental to the preparation execution and subsequent registration, amendment or cancellation of the memorandum of this Agreement.
9. The Council and the Owner(s) acknowledge and agree that the obligations imposed upon the Owners hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with the said land and by the Owners, the Owners' successors, assignees and transferees, the registered proprietor or proprietors for the time being of the said and every part thereof.
10. An application shall be made by the Council to the Registrar of Titles for the entry of a memorandum of this Agreement on the said Certificates of Title to the said land.


**IN WITNESS WHEREOF** the parties have hereunto set their hands the day and year first hereinbefore mentioned.

Signed by and on behalf, and with the authority, of the Hume City Council by Peter Jolly, Municipal Building Surveyor, in the exercise of a power conferred by an Instrument of Delegation:

)  
 )  
 )   
 )  
 ) Peter Jolly, MBS

**SIGNED** by the said

GIUSEPPE SEBASTIANO VALENTI	Signature: 
SONIA PATRICIA VALENTI	Signature: 

In the presence of: PETER HOGAN  
 Signature:   
 Date: 4.10.2016

**AN530473N**  
 07/02/2017 \$92.70 173  


# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 22 August 2023 02:38 PM

## PROPERTY DETAILS

Address: **107 HORIZON BOULEVARD GREENVALE 3059**  
Lot and Plan Number: **Lot 201 PS714705**  
Standard Parcel Identifier (SPI): **201\PS714705**  
Local Government Area (Council): **HUME**  
Council Property Number: **693886**  
Planning Scheme: **Hume**  
Directory Reference: **Melway 179 A1**

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

[Planning Scheme - Hume](#)

## 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: **GREENVALE**

## OTHER

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

[View location in VicPlan](#)

## Note

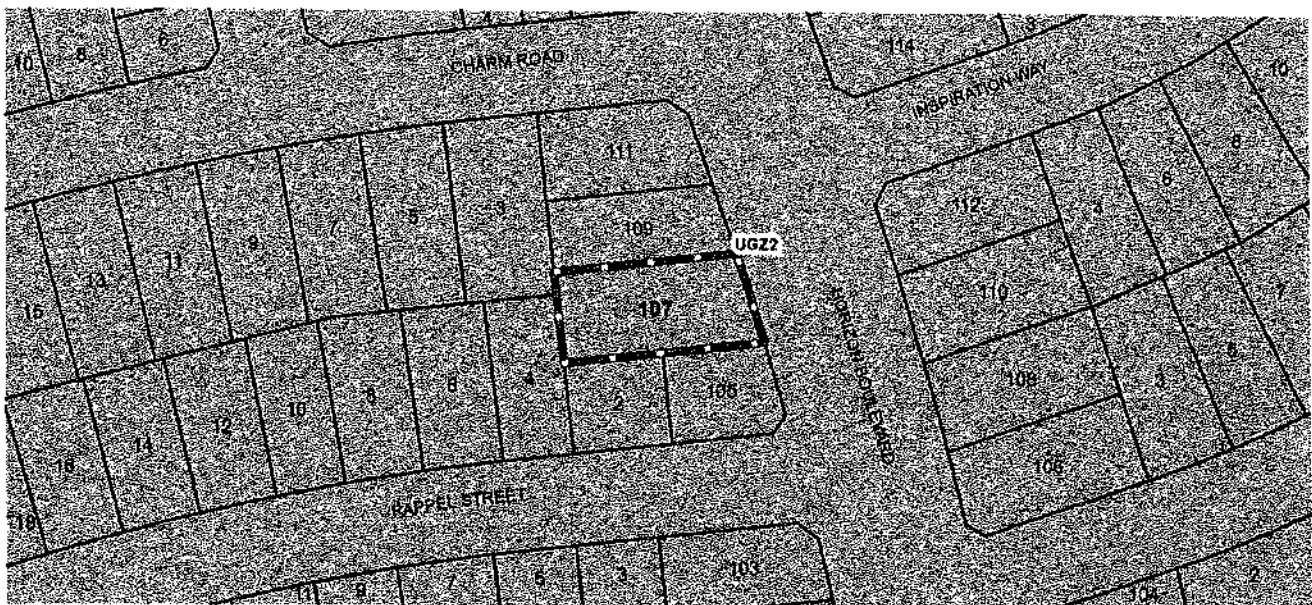
**This land is in an area added to the Urban Growth Boundary after 2005.  
It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 2 \(UGZ2\)](#)



 **UGZ - Urban Growth**

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

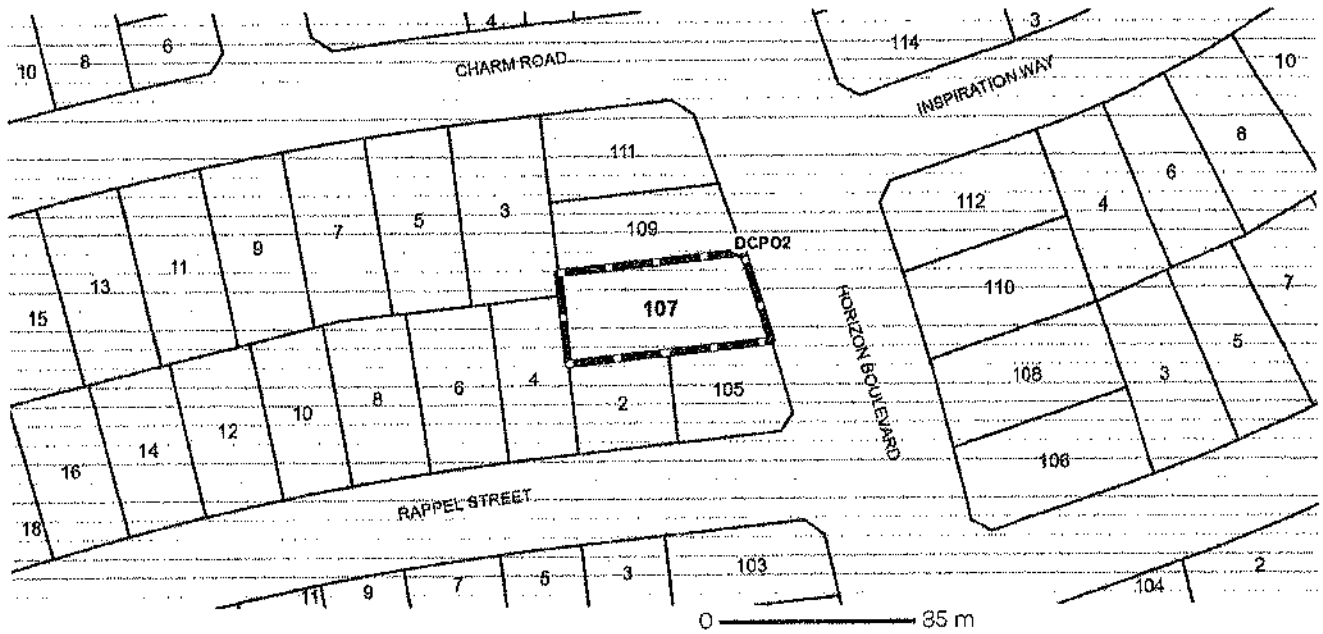
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



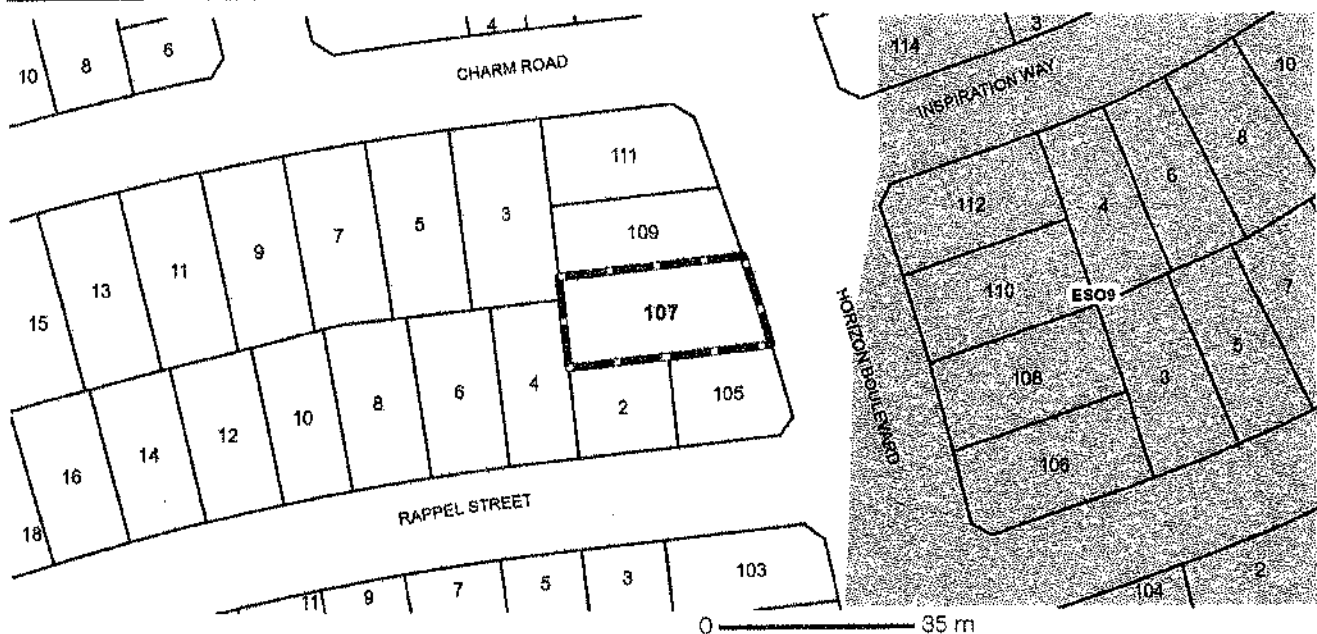
**DCPO - Development Contributions Plan Overlay**

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

**OTHER OVERLAYS**

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



**ESO - Environmental Significance Overlay**

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

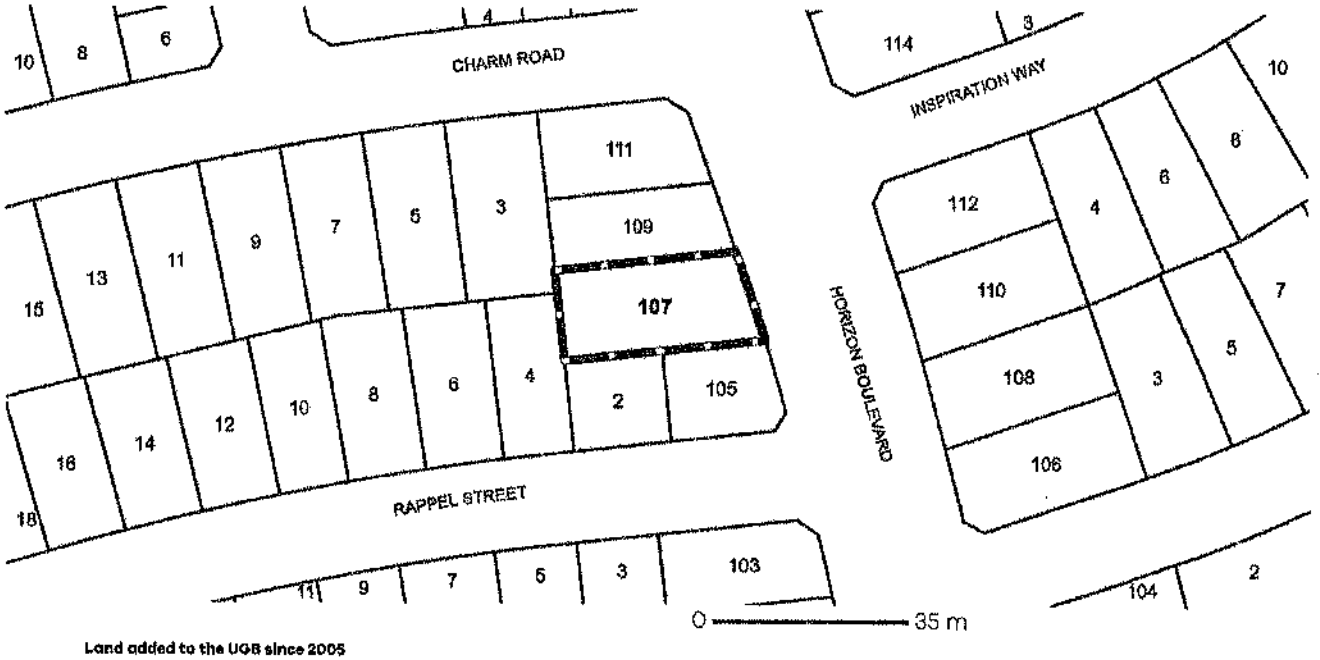
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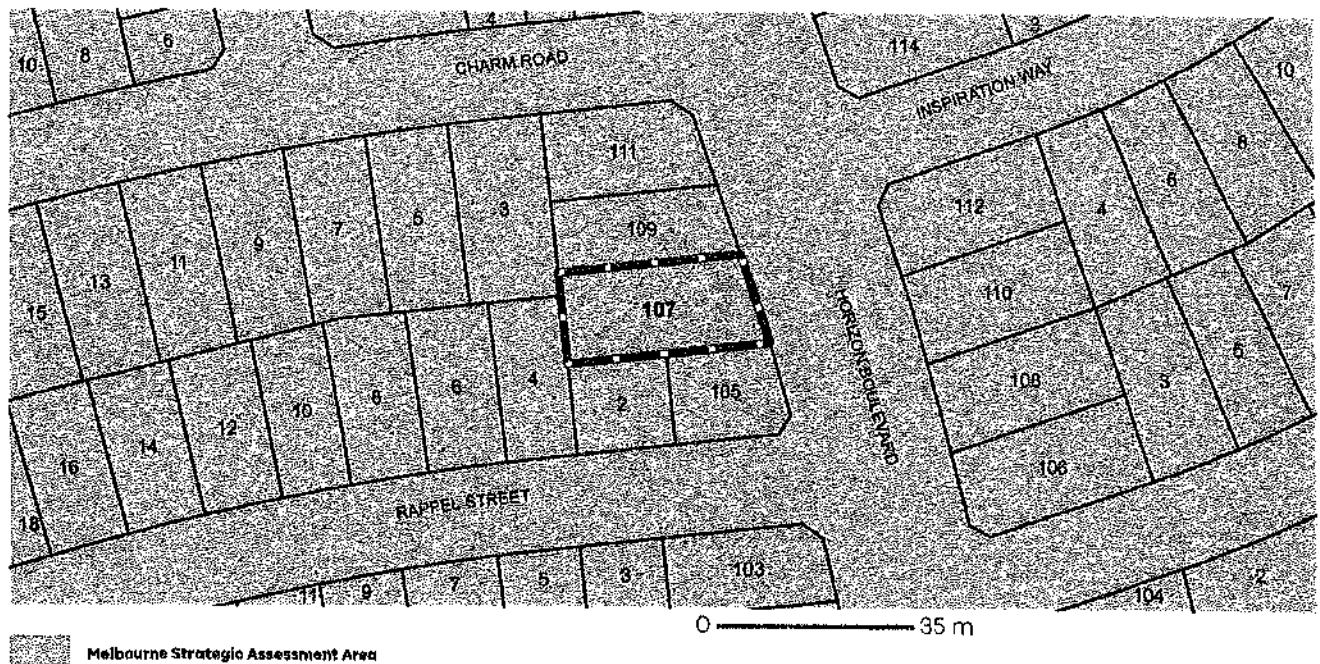
## Growth Area Infrastructure Contribution

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](http://www.vic.gov.au/vpa)



## 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://nvm.delwp.vic.gov.au/BCS>



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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).

## Further Planning Information

Planning scheme data last updated on 16 August 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

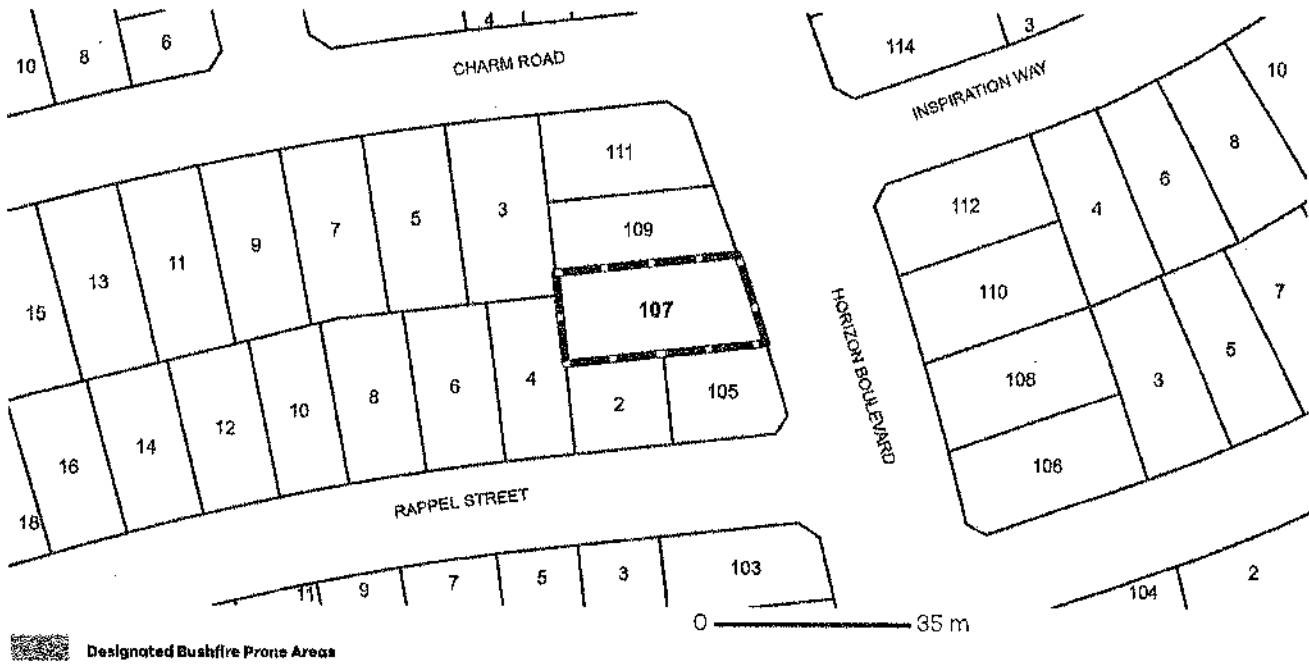
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

956215

## APPLICANT'S NAME & ADDRESS

TARTAGLIA & ASSOCIATES C/- INFOTRACK (LEAP) C/-  
LANDATA  
DOCKLANDS

## VENDOR

VALENTI, GIUSEPPE SEBAST

## PURCHASER

N/A, N/A

## REFERENCE

204649

This certificate is issued for:

LOT 201 PLAN PS714705 ALSO KNOWN AS 107 HORIZON BOULEVARD GREENVALE  
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 2
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

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

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

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

LANDATA@  
T: (03) 9102 0402  
E: [lanclata.enquiries@servictoria.com.au](mailto:lanclata.enquiries@servictoria.com.au)

22 August 2023

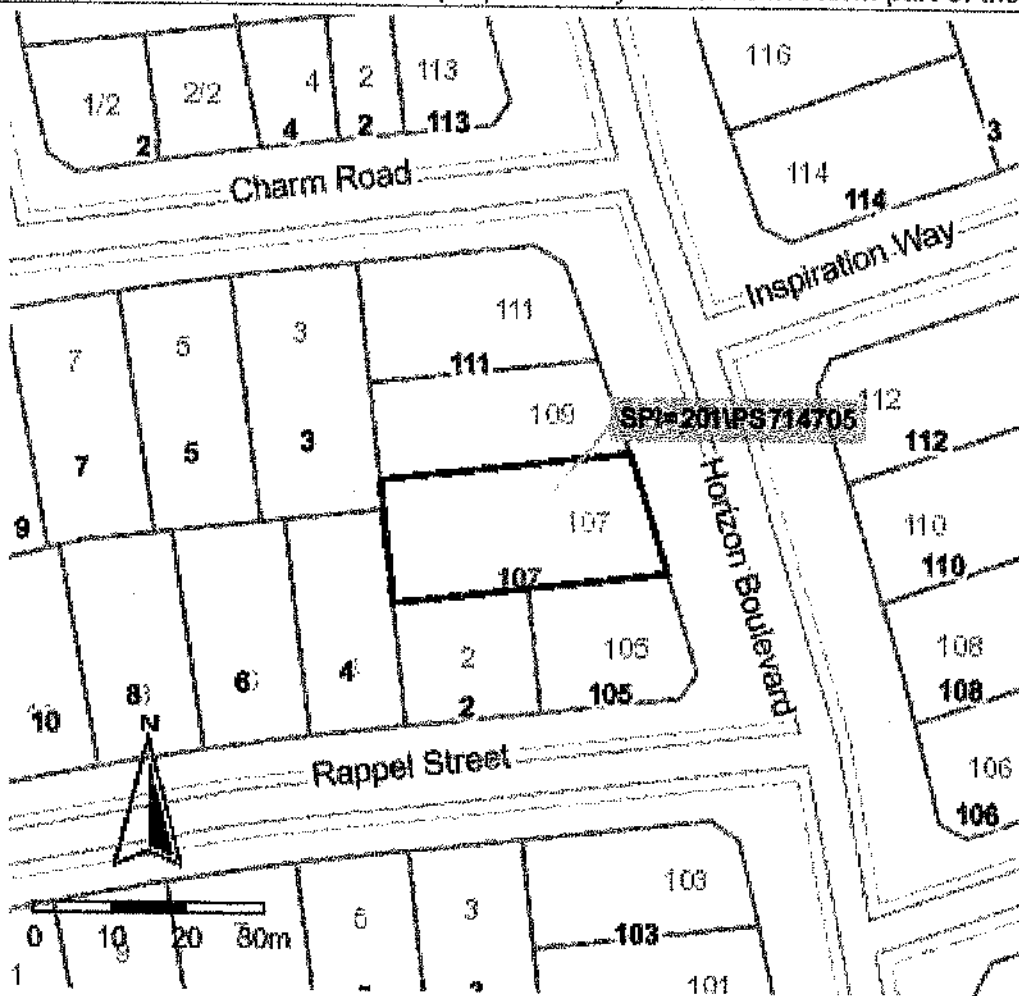
Sonya Kilkeny  
Minister for Planning

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

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

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

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



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#### Choose the authoritative Planning Certificate

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Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

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Property No : 693886  
 Certificate No : eLIC061269  
**LAND INFORMATION CERTIFICATE**  
 Year Ending: 30 June 2024  
 All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 364 856  
 1079 PASCOE VALE ROAD  
 BROADMEADOWS  
 VICTORIA 3047

PO BOX 119  
 DALLAS 3047

Telephone: 03 9205 2200  
 Rates Dept 03 9205 2688  
 Facsimile: 03 9308 0109  
 www.hume.vic.gov.au

Your Reference: 204649  
 Date of Issue: 22/08/2023

**SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)**  
**TWO MELBOURNE QUARTER**  
**LEVEL 13/697 COLLINS ST**  
**DOCKLANDS VIC 3008**

Property Description:	Lot 201 PS 714705E Vol 11518 Fol 322
Property Situated:	107 HORIZON BVD GREENVALE VIC 3059

Site Value \$460000	C.I.V. \$830000	N.A.V. \$41500
---------------------	-----------------	----------------

The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

RATES AND CHARGES FROM	01/07/2023	TO	30/06/2024
	<b>RATE LEVIED ON C.I.V.</b>		<b>BALANCES OUTSTANDING</b>
General Rate	\$1,920.80		\$1,920.80
Land Use Rebate	\$0.00		\$0.00
Optional Waste Charges	\$114.00		\$114.00
Fire Service Property Levy	\$163.10		\$163.10
Special Charge / Rate	\$0.00		\$0.00
Waste Rates and Charges	\$496.09		\$496.09
Arrears as at 30/06/2023			\$0.00
Interest / Legal Costs			
<b>TOTAL RATES AND CHARGES</b>	<b>\$2,693.99</b>		<b>\$2,693.99</b>

**\*\*PLEASE NOTE :** Rates for 2023/2024 are payable by four instalments on the following dates  
 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024

OTHER CHARGES				
Account Number / Description	Principal	Interest	Interest To	Balance
<b>TOTAL OTHER CHARGES:</b>				

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS  
**TOTAL OUTSTANDING AT ISSUE DATE : \$2,693.99**

All overdue rates and charges must be paid at settlement.

**Property No : 693886**  
**Certificate No : eLIC061269**  
**LAND INFORMATION CERTIFICATE**  
**Year Ending: 30 June 2024**  
**All Enquiries and Updates to Rates on 9205 2688**

Property Situated: 107 HORIZON BVD GREENVALE VIC 3059

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

**NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.**

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

*New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.*

**I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.**

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer  
22/08/2023

**Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

**PEXA BPAY BILLER CODE HAS CHANGED**



**Biller Code: 357947**  
**Ref: 9803081**

**If settling outstanding amounts via BPay please send advice to [rates@hume.vic.gov.au](mailto:rates@hume.vic.gov.au)**

# Building Information Certificate 51(1)

Building Act 1993  
Building Regulations 2018  
Regulation 51(1)



1079 PASCOE VALE ROAD  
BROADMEADOWS  
VICTORIA 3047

Postal Address:  
PO BOX 119  
DALLAS 3047

Telephone: 03 9205 2200  
Facsimile: 03 9309 0109  
www.hume.vic.gov.au

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)  
TWO MELBOURNE QUARTER  
LEVEL 13/697 COLLINS ST  
DOCKLANDS VIC 3008

Our Reference: **WBPI029624**  
Your Reference: **204649**  
Property Details: **107 HORIZON BVD  
GREENVALE VIC 3059  
LOT 201 PS 714705E VOL 11518 FOL 322**  
Property Number: **693886**  
Municipal District: **HUME CITY COUNCIL**  
Registered Owner: **GIUSEPPE SEBASTIANO VALENTI & SONIA PATRICIA VALENTI**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date
1501/2014/006124/0	BPS38716	NEW DWELLING	11/11/2014	GAVIN CASEY	BS-U1501	1501/2014/006124	25/05/2015
BS-U24084 20160282/0	BPS44303	CONSTRUCTION OF TWO VERANDAHS	10/06/2018	FRANK D'AQUILA	BS-U24084	BS-U24084 20160282/0	22/07/2016
BS-L38408 20162757/0V3	BPS46217	SPA, SAFETY BARRIER	29/11/2016	PAT RICHARDSON	BS-L38408	BS-L38408 20162757/0V3	06/02/2019

### Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993

Notice Date	Notice Type	RBS Name	RBS No

#### Please note

Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information. If you wish to confirm actual issue dates you will be required to make application for copies of documents.

In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18<sup>th</sup> November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites.

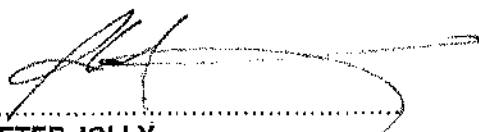
Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.

For the purpose of regulation 810, Bushfire Prone Area maps are available at [www.land.vic.gov.au](http://www.land.vic.gov.au)

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.

Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :\$ 0.00  
For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.

This advice is based on the most current information in Council's records.



**PETER JOLLY**  
MUNICIPAL BUILDING SURVEYOR

Date: 22 August 2023

**HUME CITY COUNCIL**

*The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.*

# Mandatory Plus. Building Inspections Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

Job No: 2023/346

Inspection Date: 29/08/2023

Report Date: 29/08/2023

## PROPERTY DETAILS

Lot: 201 Vol: 11518 Fol: 322 Address: 107 Horizon Bvd

Town/Suburb: Greenvale

Municipality: Hume City Council

## OWNER(S)

Name: Giuseppe Sebastiano Valenti

Name: Sonja Patricia Valenti

## CONTACT NUMBERS & ADDRESS

Address: 107 Horizon Bvd, Greenvale, VIC, Australia

Phone: 0412300337

## INSPECTOR

Name: Tony Barbaro (Mandatory Plus Building Inspections)

Registration Details: IN-L43123 DBU-2140

Phone: 0411 714 949

Email: tbinspect@yahoo.com.au

## INSPECTION DETAILS -

Time of arrival: 03:00PM

Prevailing Weather Conditions: Raining

## SITE DETAILS

Side of Street: N/A

Site falls to: N/A

# Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

## CONSTRUCTION

Footings: Concrete

Floor: Concrete

Roof Frame: N/A

Roof Cladding: N/A

Ceiling Lining: N/A

Window Frames: N/A

Wall Lining (Internal): N/A

Wall Cladding (external): N/A

No of Storey's: N/A

## SERVICES

Sewerage System: N/A

Gas Supply: N/A

Hot Water System: N/A

Electricity Supply: N/A

Stormwater/Plumbing: N/A

Heating: N/A

Air conditioning: N/A

Ducted Vacuum System: N/A

Alarm System: N/A

Smoke Detectors: N/A

ATTACHED STRUCTURES.....Garage – N/A      Carport - N/A      Pergola - N/A

# Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

## DESCRIPTION OF WORK COVERED BY THIS REPORT

This Report Relates to construction of a **Spa & Safety Barrier only**

Located at **107 Horizon Bvd, Greenvale, VIC, Australia**

by the owner builders **Giuseppe Sebastiano Valenti & Sonia Patricia Valenti**

The works were authorized by Building Permit No: *BS-L 38408/20162757/0/V3* and was issued on *29/11/2016* and the relevant final inspection is dated *04/02/2019*.

## ATTACHMENTS TO THIS REPORT

Copy of Building Permit(s) no: **YES**

Copy of Certificate of Occupancy dated: **N/A**

Copy of Certificate of Final Inspection dated: **YES**

Copy of Owner Builder Certificate of Consent: **N/A**

## OTHER STRUCTURES SPECIFICALLY EXCLUDED FROM THIS REPORT

This report does not cover any of the other buildings and structures on the allotment.

List any previous Building Permits issued: **Unknown**

# Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

## Defects, Incomplete Building Work, Secondhand Materials, Inaccessible Building Work & Comments

### Legend

?	No visible defect from reasonable visual inspection.
NA	Not applicable &/or building work not considered as part of the report
D	Defect
IC	Incomplete
S	Second hand
IA	Inaccessible &/or indeterminate
PA	partially – accessible/determinable
C	Comments
E	Existing
A	Assumed satisfactory &/or assumed construction

### General Site Conditions

General Siting – boundary setbacks	PA	Fire rating external walls	N/A
Wall Heights	N/A	Retaining walls – building permit status	N/A
Site cuts – serviceability	N/A	Adjoining property	PA
Retaining walls serviceability	PA	Garden &/or minor landscaping levels	PA
Trees	PA	Unprotected embankments	N/A
Surface/paving in respect of floor levels	?	Grading of ground/site/paving	PA
Surface water collection /control	PA	Discharge/control of site drainage	PA
Downpipes connected to discharge	N/A	Storm water system	N/A
Path/driveway serviceability	N/A	Segmented paving	A
Concrete paving control joint spacing	A	Tennis court including fencing	N/A
Other	N/A		

### Foundations &/or Footings

General construction	A	Structural adequacy	A
Serviceability	PA	Surface water drainage	?
Effect on from surface levels	?	Other	N/A

# Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

## Spa Safety Barrier

General construction	A	Structural adequacy	A
Serviceability	?	NCZs	?
Boundary NCZs	?	Footholds &/or Climbable Vegetation	PA
Gaps <100mm	?	Gate/s Latches <1500mm	?
Gate/s Open Outward	?	Gate/s Self Closing/Latching	?
Other	N/A		

## Spa

General construction	A	Structural adequacy	A
Serviceability	PA	Surface water drainage	PA
Effect on from surface levels	?	Pump & Equipment	A
Other	N/A		

## Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

### **Defects, Incomplete Building Work, Secondhand Materials, Inaccessible Building Work & Comments**

Please note: Siting, performance solutions, build over easement approvals and structural adequacy could not be verified due to limited permit documentation being provided. No additional regions or structures on the allotment form part of this report. The report criteria and assessment only apply to the nominated works the report relates to.



External Dwelling Elevation

**Defects: As noted in this report.**

# Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

## Inaccessible 'Building Work'

All parts of the Building Work 'available' for 'reasonable visual inspection' have been accessed and assessed. Notwithstanding this, it is inherent in the assessment of some 'Building Work' that footings, slab, wall/roof structures, internal parts of the building obscured by furniture, household effects, floor coverings etc and sub-floor areas in, part or total, are in many cases not able to be accessed &/or assessed, fully or partially, and may be noted generally, 'Partially accessible &/or determinable' (PA).

## CONDITIONS ASSUMPTIONS AND LIMITATIONS

1. This Report has been prepared and is provided pursuant to the provisions of Section 137B of the Building Act 1993 and in accordance with the special Government Gazette dated May 14, 1996. The Report is valid for a period of six (6) months from the date of the Report.
2. This Report covers only building works carried out by the nominated Owner-Builder. Pre-existing works, or works carried out by others, is specifically excluded.
3. The inspection of the property is a special purpose property inspection carried out in accordance with the recommendations for, and the limitations of, a visual inspection of residential buildings set out Australian Standards – AS 4349.1 – 2007 Inspection of Buildings Part 1: Property inspections –Residential buildings (hereafter referred to as "AS 4349.1") except to the extent specifically varied herein.
4. The report of the inspection of the property is a special purpose property report prepared in accordance with the recommendations and limitations and conditions set out in AS 4349.1 except to the extent specifically varied herein.
5. In the event that the client has requested a verbal report of the inspection prior to being provided with the written report such verbal report is only provided as a summary or an extract of the final written report and such verbal report is not to be relied upon in isolation from, or in lieu of, the final written report.
6. Only those parts of the residential building to which reasonable access (as defined in AS 4349.1) is allowed or permitted have been inspected.
7. The Report is prepared from and based on a visual inspection only of such parts of the building(s) to which had reasonable and safe access, without moving or removing anything.
8. No inspection of woodwork on parts of the structure which are covered, unexposed or inaccessible has been undertaken and therefore this report cannot be relied upon as an assessment that such part of the structure is free from defect.
9. Normal or expected construction practices and building techniques that are considered typical of buildings of the age and design of the building have been assumed in the inspection and preparation of the report.
10. No assessment has been made of any existing or future impact on the footings or foundations of the building or on the fabric or serviceability of the building works caused by site or ground drainage, trees or any other ground movement caused by swelling, shrinkage or other causes that may include settlement or movement of non-structural or filled ground.
11. No assessment has been made of the site or soil, including landslip, or foundation upon which the building, works and or footings and associated building works have been constructed.
12. No assessment has been made of any dampness in the building(s) as may have resulted from rising damp, stormwater infiltration or other causes or the likelihood of such dampness occurring other than that revealed by reasonable visual inspection.
13. No assessment has been made as to the presence or otherwise of asbestos or other mineral fibre or any other toxic or other potentially harmful materials in the building or in any landfill. It should also be noted that this report does not specifically cover the detailed identification of asbestos related products.
14. Mandatory plus Building Inspections do not profess to have expertise in pest infestation (including termites and other timber pests). No assessment of pest infestation, or the potential of pest infestation, has been carried out. Any reference to these matters results only from a casual visual inspection. Nothing in this report should be relied upon as an assessment that the building is either subject to or free from pest infestation, or susceptible to or not susceptible to pest infestation. It is strongly recommend a specialist pest investigation be carried out.
15. Although some services maybe listed in this report no assessment of electrical installations, smoke detectors, residual current devices, plumbing, drainage, gas fitting, air-conditioning, garage door operating mechanism, swimming pool or spa equipment, operation of fireplaces, flues or chimneys, alarm systems, intercom systems, soft floor coverings, appliances (including dishwashers, incinerators, ovens, ducted heating or vacuum systems), paint coatings or hazards has been made.

# Owner Builder Construction Report

Report on Domestic Building Work Section 137B Building Act 1993

16. Electrical and plumbing installations are excluded and licensed trades people should be contacted for a separate report should that be desirable. No plans or specifications dealing with water, sewerage, drainage or electrical works have been sighted and the relevant authorities have not been contacted in this regard.

17. No assessment of the matters described in Part 8 of the applicable Building Regulations including the potential for land to flood, be subjected to bushfire attack, or the potential of the building to be subjected to termite attack or the potential of the building to be subject to uncontrolled overland drainage flow has been made.

18. No inquiries have been made of the Council or any other statutory authority or service, utility or supply agency.

19. No assessment of the siting of the building has been made.

20. No testing of any material, equipment, fittings, fixtures, reticulated surfaces or appliances has been carried out.

21. For the purposes of this Report the definition of 'Defect' is identified and described in the Building Act 1993 and the Domestic Building Contracts Act 1995. Any 'Defect' will be regarded in the terms of the requirements and/or the expected practices at the time the Building Work was carried out or any applicable Approval or Building Permit was issued.

Signed



Tony Barbaro  
Registered Building Practitioner (No: IN-L43123) (DBU 21460)

--- END OF REPORT ---

# Appendix A



AOBW 202309-0012

## Certificate Of Insurance

Building Act 1993 Section 135

Domestic Building Insurance Order Certificate In respect of Insurance

Domestic Building Contract

A Contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under section 135 of the Building Act 1993 has been issued by Assetinsure Pty Ltd (ABN 65 066 463 803)

**In respect of:** Structural Alterations/Additions Including a Pool  
**At:** 107 Horizon Boulevard, Greenvale, VIC, 3059, AUSTRALIA  
**Carried out by:** Giuseppe & Sonia Valenti  
**For:** The Purchaser  
**Building Permit:** 38408/20162757/0/V3  
**Construction Complete Date:** 06/02/2019  
**Defects Inspection Report:** Tony Barbaro IN-L43123  
**Defects Inspection Date:** 29/08/2023

Subject to the Building Act 1993, the Ministerial Order and the conditions of the insurance contract, cover will be provided to the purchaser named in the Contract of Sale and to the successors in title to the purchaser.

**Authorisation:** In witness whereof, the insurer issuing this policy has caused this policy to be signed by the Authorised Signatory of the insurer's agent.

Signed at Seaford on Monday, 4 September 2023

**Cover is only provided if the owner builder noted in this certificate has died, disappeared or become insolvent.** 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 wording.

**Important notice:** This certificate must be read in conjunction with the policy wording 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 statutory period of cover.

**SAB LIPARI  
BUILDING ENTERPRIZES**

Phone: 0414 785 757  
92 Linacre Drive  
Bundoora Vic 3083

**Certificate of Compliance**

**Joe Valenti  
107 Horizon Bvd  
GREENVALE VICTORIA**

**Re: Project at 107 Horizon Bvd, Greenvale - Victoria**

Sab Lipari Building Enterprizes guarantees that pool fencing at above address has been installed and complies with Australia Standard AS 1926.1-1993 Fencing for Swimming Pools.

Sab Lipari Building Enterprizes accepts no responsibility for glass breakage unless proved to be faulty workmanship or materials.

Kind regards

**Sebastian Lipari  
Director  
Sab Lipari Building Enterprizes**

**ABN: 68 854 860 415**



Project Number: 2016/37962

**Form 17  
 Building Act 1993**

Building Regulations 2018 - Regulation 200  
**CERTIFICATE OF FINAL INSPECTION**

**To:**

Owner: Giuseppe & Sonia Valenti  
 107 Horizon Boulevard  
 GREENVALE VIC 3059

Agent: Australian Pool Permits  
 P O Box 345  
 BALWYN NORTH VIC 3104

**Property Details**

Number: **107** Street/Road: **Horizon Boulevard** Suburb: **GREENVALE** Postcode: **3059**  
 Lot/s: **201** LP/PS: **714705E** Volume: **11518** Folio: **322**  
 Crown Allotment: Section: Parish: County:  
 Municipal District: **Hume City Council**

**Building permit details**

Building permit number: **BS-L 38408/20162757/0/V3**  
 Scope of works: **Construction of a Spa & Safety Barrier**  
 Version of BCA applicable to building permit: **2016**

**Description of building work**

Part of building to which permit applies	Permitted use	BCA Class of building
<b>SAFETY BARRIER</b>		<b>10b - Fence, mast or antenna, wall, swimming pool</b>
<b>ALL PARTS</b>		<b>10b1 - Swimming pool</b>

**Directions to fix building work**

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

**Inspection approval dates for mandatory inspections that have been carried out are as follows:**

Inspection Type	Approved Date
Final upon completion of all building work	04/02/2019

**Relevant Building Surveyor**

Name: **Pat Richardson**  
 Address: **57 Cochranes Road, Moorabbin Victoria 3189, Australia**  
 Email: **reception@buildingpermits.com.au**  
 BP registration #: **BS-L 38408**  
 Certificate no. **BS-L 38408/20162757/0/V3**  
 Date of issue: **6 February 2019**  
 Date of final inspection **4 February 2019**  
 Signature:



Application Number: 2016/37962

**FORM 2**

Building Act 1993  
Building Regulations 2018 - Regulation 37(1)

**Building Permit No. BS-L 38408/20162757/0/V3 29 November 2016**  
**PERMIT AMENDED TO DELETE VERANDAH - 21 January 2019**

**Issue to**

Agent of Owner Australian Pool Permits  
Postal Address P O Box 345 BALWYN NORTH Postcode 3104  
Email tarry@auspoolpermits.com.au,cedric@auspoolpermits.com.au  
Address for serving or giving of documents: P O Box 345 BALWYN NORTH Postcode 3104  
Contact Person Terence Keyhoe Telephone

**Ownership Details**

Owner Giuseppe & Sonia Valenti  
Postal Address 107 Horizon Boulevard GREENVALE Postcode 3059  
Email joey.valenti@gmail.com  
Contact Person Giuseppe & Sonia Valenti Telephone

**Property Details**

Number 107 Street Horizon Boulevard Suburb GREENVALE Postcode 3059  
Lot/s 201 LP/PS 714705E Volume 11518 Folio 322  
Crown allotment Section Parish County  
Municipal District Hume City Council

**Builder**

Name Giuseppe & Sonia Valenti Telephone  
Address 107 Horizon Boulevard GREENVALE Postcode 3059

This builder is specified under section 248 of the Building Act 1993 for the building work to be carried out under this permit.

**Details of Building Practitioners and Architects**

a) To be engaged in the building work<sup>3</sup>

Name	Category/class	Registration Number
Giuseppe & Sonia Valenti	N/A	DB

(b) Who were engaged to prepare documents forming part of the application for this permit<sup>4</sup>

Name	Category/class	Registration Number
N/A	N/A	N/A

**Details of Domestic Building Work Insurance<sup>5</sup>**

The issuer or provider of the required insurance policy is: N/A  
Insurance policy number: N/A  
Insurance policy date: N/A

**Details of Relevant Planning Permit**

Planning Permit #: N/A Date of grant of Planning Permit: N/A

**Nature of Building Work**

Construction of a Spa & Safety Barrier



Storeys contains: 0  
Rise in storeys:  
Effective height:  
Type of construction:  
Version of BCA applicable to permit: 2016  
Cost of Building Work: \$44,000.00  
Total floor area of new building work in m<sup>2</sup>: 0

**Revisions**

1. Change to Completion Date - 03 May 2018: Amended Permit with Change to Completion Date
2. Extension of Time - 15 October 2018: Amended Permit with a six month extension of time to 20/05/2019.
3. PERMIT AMENDED TO DELETE VERANDAH - 21 January 2019: This permit has been amended to remove the verandah from the scope of works. This permit now only applies to the spa and safety barrier.

**Conditions and required Certificates**

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

**BCA Class**

Part of Building: SAFETY BARRIER

Class: 10b - Fence, mast or antenna, wall, swimming pool

Part of Building: ALL PARTS

Class: 10bi - Swimming pool

**Protection Work**

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

**Inspection Requirements<sup>2</sup>**

The mandatory inspection notification stages are:

1. Prior to placing a footing (Pads)
2. Steel Frame & Final upon completion of all building work

**Occupation or User of Building:** A certificate of final inspection is required prior to the occupation or use of this building

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

**Commencement and Completion**

This building work must commence by 29 November 2017

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 within 6 months of commencement

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: Pat Richardson

Address: 57 Cochranes Road, Moorabbin Victoria 3189, Australia

Email: reception@buildingpermits.com.au

Building practitioner registration no.: BS-L 38408

Permit no.: BS-L 38408/20162757/0/V3

Date of issue of permit: 29 November 2016

**Notes**



- Note 1 Under Regulation 318 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 317 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.

## Annexures 'A'

### Conditions of Approval

#### Building Permit No. BS-L 38408/20162757/0/V3 Issued 29 November 2016

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:

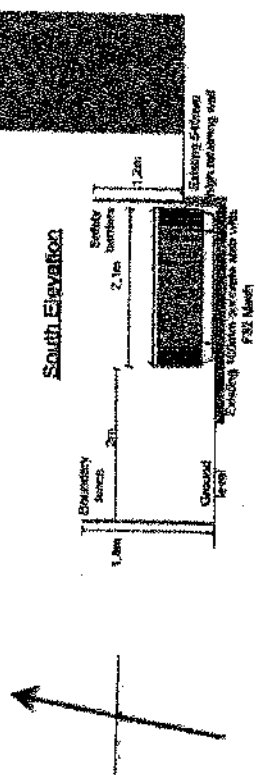
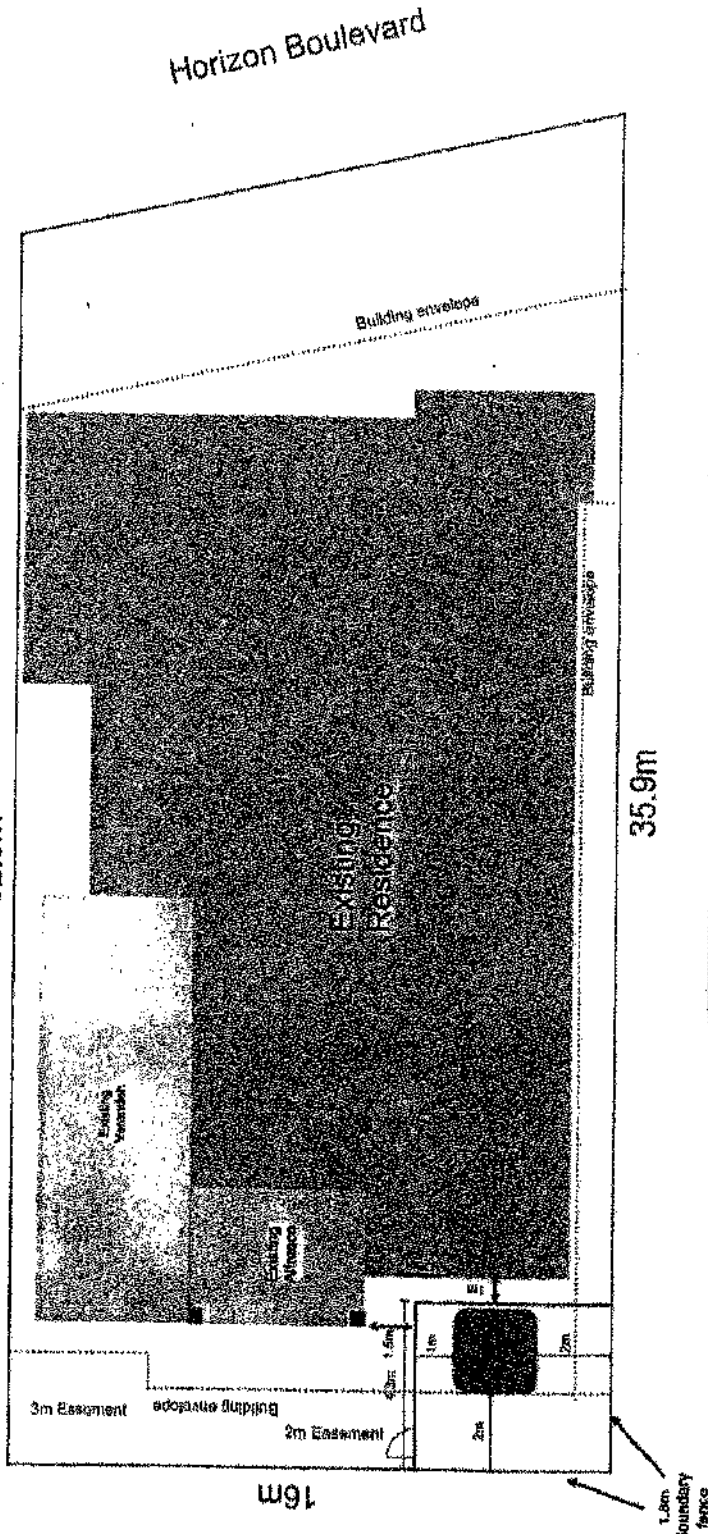
1. The effective fencing height of an isolated swimming pool barrier shall not be less than 1.2m above ground level measured from the approach side.
2. For barriers less than 1800mm in height, a "non-climbable zone" is required on the outside of the swimming pool barrier within a 900mm radius, when measured from the top of the swimming pool barrier, which must not include any climbable object or projection greater than 10mm from the outside surface of the swimming pool barrier.
3. Fencing using perforated materials or mesh with apertures not greater than 13mm shall have an effective height not less than 1.2m (refer to Clause I of these conditions).
4. Fencing using perforated material or mesh with apertures greater than 13mm but less than 100mm (such as trellis or chain mesh or cyclone wire) shall have an effective fencing height of not less than 1.8m.
5. Fencing using mesh shall include a strainer wire or rail at the top and the bottom of the fencing.
6. The height of any opening between the bottom of the fencing and the finished ground level shall not exceed 100mm.
7. A retaining wall or other such barrier on the high side of the pool shall be an effective barrier if it complies with the following:
  - It has an effective height of not less than 1.8m and an outside surface complying with Outside Surface requirements (refer to clause IX of these conditions).
  - It does not slope away from the pool by more than 15° to the vertical.
8. A retaining wall or other such barrier on the low side of the pool shall be an effective barrier if it does not slope towards the pool by more than 15° from the vertical and complies with either of the following:
  - It has an effective height complying with Clause I of these conditions and an outside surface complying with Outside Surface requirements (refer to clause X of these conditions).
  - It has an effective height of not less than 1.8m if the outside surface does not comply with Outside Surface requirements (refer to clause IX of these conditions).
9. Projections from or indentations into the outside surface of the fencing, or any combinations of projections and indentations, shall not form a substantially horizontal surface with a greater than 10mm, unless they are spaced not less than 900mm apart and provided that the lower projections or indentations are at least 900mm below the top of the barrier.
10. Where fencing components provide a substantially horizontal surface, such as rails, rods, wires or bracings, that could be used as holds for climbing as located on the outside of the barrier, or where vertical members are spaced such that they provide clear openings of more than 10mm width, the following requirements shall apply:
11. Horizontal members shall be not less than 900mm apart. Where there are two or more horizontal members, this measurement shall be made from the top surface of the highest lower member to the top surface of the lowest upper member. Where the barrier is for a sloping site, the distance between the top surface of the highest lower member and the top surface of the lower upper member shall be not less than 900mm, measured perpendicular to the finished ground level.
12. The top surface of the highest of the lower horizontal members shall be at least 900mm below the top of the barrier.
13. As an alternative to Clause IX of these conditions, horizontal climbable members such as rails, located on the outside of the barrier shall not act as a hold for climbing if they comply with the following requirements:
14. Double side paling in the case of a paling fence, and/or, Other vertical members spaced to provide a clear opening of not more than 10mm.
15. Where any nearby horizontal surfaces that could be used as holds for climbing (such as fence rails, retaining walls,

- planter boxes etc) are permanently located near the inside of the barrier and where the spacing between vertical members is greater than 10mm, such surfaces shall be separated from the barrier by a distance of not less 300mm within the pool area.
16. The clear space between any adjacent vertical members, such as palings, rods or wires, shall not exceed 100mm at any point.
  17. Direction of opening - Gates shall be hung so that they only swing outwards, i.e. away from the pool area.
  18. All gates shall be fitted with a device that will return the gate to the closed position and operate the latching device from any position with a stationary start without the application of a manual force.
  19. The self-closing device shall be capable of complying with these requirements with the gate at any position from resting on the latching mechanism to fully open.
  20. Gates shall be fitted with a latching device that will automatically operate on the closing of the gate and will prevent the gate from being re-opened without being manually released. The latching device shall not be able to be inadvertently adjusted during operation, and shall not be able to be adjusted without the use of a tool.
  21. The latching device shall not be able to be locked in the 'open' position
  22. When in the closed position, the latching mechanism shall not be able to be released by insertion of any implement between the 10mm gap.
  23. Where the release to the latching device or the latch is located at a height less than 1.5m above the finished ground level or 1.4m above the highest lower horizontal member and is capable of being released at the latching mechanism, the location of the release of the latching device shall not be on the outside of the fencing;
  24. Be in such a position that to release the latching device from the outside it will be necessary to reach over or through the fencing at a height of not less than 1.2m above the finished ground level or not less than 1m above the highest lower horizontal member; and
  25. Be at least 150mm below the top of the gate if a hand-hole is not provided, or at least 150mm away from the edge of any hand-hole opening if a hand-hole is provided.
  26. Where the release to either the latching device or the latch is located at a height less than 1.5m above the finished ground level or 1.4m above the highest lower horizontal member and is capable of being released at the mechanism, the latch and its release shall be so shielded that no opening greater than 10mm occurs within an area bounded by:
    - An effective radius of 450mm from the operating parts of the latch;
    - The top of the barrier, if this intersects the area described above.
  27. Where it is necessary to have a hand hole in a gate, the bottom opening shall be not less than 1.2m above the finished ground level, and the shielding shall be extended up to a horizontal line through the top of the hand hole or 150mm above the top of the latch, whichever is higher.
  28. Where the height from the sill of the lowest opening panel of the window to the pool surround is less than 1.8m, the open able portion of the window shall comply with one of the following:
    - The openable portion of the window shall be totally covered by bars or a metal screen, that are fixed to the building with fasteners that can only be removed by the use of a tool. The opening between bars and the horizontal dimensions of openings in a metal screen shall not be greater than 100mm; OR
    - The window shall be fixed to the building with fasteners that can only be removed by the use of a tool so that it will remain closed or will open to a maximum of 100mm.
  29. Existing Boundary Fencing
  30. Existing boundary fences may be used as part of a Pool Safety Barrier if they comply with the provisions of AS1926.1-2012 and have been assessed as being compliant by the Relevant Building Surveyor or Building Inspector. Note: There are numerous areas where boundary fences cannot comply with AS1926.1-2012. There is NO obligation for an adjoining owner to undertake works to bring a boundary fence into compliance with AS1926.1 - 2012. Where the adjoining owner refuses to undertake necessary works, please contact Nicholson Wright to discuss an alternate method.
  31. This Building Permit does NOT cover fences or walls that form part of a Pool Safety Barrier where the fence or wall is to be constructed and such constructed fence or wall will breach the requirements of the Building Interim Regulations 2017 including but not limited to Part 4 (Siting) Height of fences or walls on boundaries.
  32. Any such breach or possible breach of the Building Regulations will need to be addressed as a separate matter distinct from the suitability of the Pool Safety Barrier under the requirements of AS1926.1 – 2012.

**Amended Outdoor  
Portable Spa  
(2.31 x 2.14m)  
& Safety Barrier  
Site Plan**

Pool Barrier and  
fences to comply to  
AS1926.1-2012

Nicholson Wright  
**VARIATION**  
27 JAN 2019  
**APPROVED**



Sonia Valenti		Legend: Gate:	Scale: 1:200	Date: 16 Jan 2019
107 Horizon Boulevard Greenvale VIC 3059		Fence:  At: XXXXXXXX Glass:	Drawing: 15NW/278	Sheet: 1
		Pool/Spa:	Drawn: CD	Checked:

*Building Act 1993*  
Section 216D  
*Building Regulations 2018*



Our Reference: BPSR000871  
Your contact: Nicholas Hand  
Telephone: 03 9205 2200

1079 PASCOE VALE ROAD  
BROADMEADOWS  
VICTORIA 3047

Postal Address:  
PO BOX 119  
DALLAS 3047

Telephone: 03 9205 2200  
Facsimile: 03 9309 0109  
[www.hume.vic.gov.au](http://www.hume.vic.gov.au)

03 August 2020

SONIA PATRICIA VALENTI  
GIUSEPPE SEBASTIANO VALENTI  
107 HORIZON BVD  
GREENVALE VIC 3059

Dear Owner,

**RE: CONFIRMATION OF REGISTRATION OF SWIMMING POOL OR SPA POOL**

**PROPERTY DETAILS: 107 HORIZON BVD GREENVALE VIC 3059**  
**Lot 201 PS 714705E Vol 11518 Fol 322**

Based upon information you have provided, pursuant to Part 9A of the *Building Regulations 2018 (Regulations)* Hume City Council (**Council**) registered a Swimming Pool or Spa Pool at the above land on **3/07/2020**.

Please note that for the purpose of this letter and notice the term "Swimming Pool or Spa Pool" refers to a pool or spa for which registration is required under the Regulations.

The details of your Swimming Pool or Spa Pool in Council's register of Swimming Pools and Spa Pools and notice of other matters required by the Regulations are set out below:

**NOTICE OF SWIMMING POOL OR SPA POOL REGISTRATION AND OTHER MATTERS  
REGULATION 147R**

The type of Swimming Pool or Spa Pool registered with Council:	<b>Relocatable Spa</b>
The date that the Swimming Pool or Spa Pool was constructed for the purpose of Regulation 147T:	<b>29/11/2016</b>
Was the Swimming Pool or Spa Pool constructed prior to 8 April 1991	<b>No</b>
Is there any building work that has altered or resulted in changes to the safety barrier since the Swimming Pool or Spa Pool was constructed or erected:	<b>No</b>

Building Permit No. and issue date: (where known)	<b>BS-L38408/20162757/0V3</b> date: 29/11/2016
The applicable barrier standard for the registered Swimming Pool or Spa Pool is: (Refer to table A)	<b>Pool/Spa installed after 1/05/2013</b>
Regulation 147R(5) applies as Council is satisfied that the registered Swimming Pool or registered Pool Spa was constructed before 1 November 2020 without a building permit in force and you must ensure that the first Certificate of Pool and Spa Barrier Compliance (Form 23) is lodged with Council by:	<b>N/A</b>
For the purposes of regulations 147L & 147M, the date by which the first certificate of pool and spa barrier compliance is required to be lodged with Hume City Council.	<b>1/11/2023</b>

Please note that subject to various matters in the *Building Act 1993 (Act)* and Regulations, following the lodgement of the first Certificate of Pool and Spa Barrier Compliance the next Certificate of Pool and Spa Barrier Compliance must be lodged the sooner of:

- four years after the previous Certificate of Pool and Spa Barrier Compliance; or
- within 14 days of the issue of a Certificate of Pool and Spa Barrier Compliance following building work altering a Swimming Pool or Pool Spa barrier for a registered Swimming Pool or Spa Pool.

If you have any queries regarding the requirements for registration of a Swimming Pool or Pool Spa or the lodgement of a Certificate of Pool and Spa Barrier Compliance you may contact the Victorian Building Authority (<https://www.vba.vic.gov.au/consumers/swimming-pools>) or a suitably registered private building practitioner.

If you do not agree with the information included in the Register as outlined above, please contact Building Control Services on telephone 03 9205 2200.

Should you dispute the date of construction of the swimming pool as determined by Council and the matter cannot be resolved with Council, you may appeal to the Building Appeals Board under s.144(2) of the Act within 30 days after you receive the determination by the Council. Information regarding appealing a determination is available on the Building Appeals Board website: at: <https://www.buildingappeals.vic.gov.au/how-to-apply/appeal-applications>.

Yours sincerely

  
**PETER JOLLY**  
**MUNICIPAL BUILDING SURVEYOR**  
**HUME CITY COUNCIL**

**TABLE A**

Date of swimming pool construction	Applicable barrier standard
Before 8 April 1991	Part 9A, Division 2 of the Building Regulations 2018
8 April 1991 to 31 October 1994	AS1926.1-1986 Amendment 1
1 November 1994 to 31 July 1997	AS1926.1-1993
1 August 1997 to 30 June 2000	<ol style="list-style-type: none"> <li>1. The Deemed-to-Satisfy requirement of the BCA Volume One or Two, including AS1926.1-1993; or</li> <li>2. An Alternative Solution, applied at the time of approval or date of construction, BCA Volume One or Two as issued, published or remade from time to time; or</li> <li>3. A combination of 1 and 2.</li> </ol>
1 July 2000 to 30 April 2010	<ol style="list-style-type: none"> <li>1. The Deemed-to-Satisfy requirement of the BCA Volume One or Two including AS1926.1-1993 Amendment 1; or</li> <li>2. An Alternative Solution, applied at the time of approval or date of construction, BCA Volume One or Two as issued, published or remade from time to time; or</li> <li>3. A combination of 1 and 2.</li> </ol>
1 May 2010 to 30 April 2013	<ol style="list-style-type: none"> <li>1. The Deemed-to-Satisfy requirement of the BCA Volume One or Two including AS1926.1-2007 Amendment 1; or</li> <li>2. An Alternative Solution, applied at the time of approval or date of construction, BCA Volume One or Two as issued, published or remade from time to time; or</li> <li>3. A combination of 1 and 2.</li> </ol>
After 1 May 2013	<ol style="list-style-type: none"> <li>1. AS1926.1-2012; or</li> <li>2. An Alternative or Performance Solution applied at the time of approval or date of construction, BCA Volume One or Two as issued, published or remade from time to time; or</li> <li>3. A combination of 1 and 2.</li> </ol>

# Building Information Certificate 51 (2)

Building Act 1993  
Building Regulations 2018  
Regulations 51 (2)



SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)  
TWO MELBOURNE QUARTER  
LEVEL 13/697 COLLINS ST  
DOCKLANDS VIC 3008

1079 PASCOE VALE ROAD  
BROADMEADOWS  
VICTORIA 3047

Postal Address:  
PO BOX 119  
DALLAS 3047

Telephone: 03 9205 2200  
Facsimile: 03 9309 0109  
[www.hume.vic.gov.au](http://www.hume.vic.gov.au)

Our Reference:	<b>WBPI029625</b>
Your Reference:	<b>204649</b>
Property Address:	<b>107 HORIZON BVD GREENVALE VIC 3059 LOT 201 PS 714705E VOL 11518 FOL 322</b>
Property No:	<b>693886</b>
Allotment Area:	<b>0.0549 HECTARES</b>
Development:	

## Certificate Details:

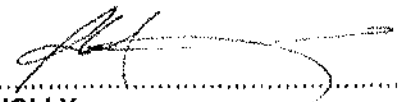
Property information for design purposes:	
The land is in an area liable to flooding pursuant to Regulation 153	<b>No</b>
The land is in an area designated pursuant to Regulation 154.	<b>No</b>
Is the allotment in an area prone to termites pursuant to regulation 150	<b>Yes</b>
Bushfire Prone Areas – refer to BPA Maps available at <a href="http://www.land.vic.gov.au">www.land.vic.gov.au</a> and the Hume Planning Scheme	
Is the allotment in an area prone to significant snowfalls pursuant to regulation 152	<b>No</b>
The Building Regulations 2018 applies to Single Dwellings and Associated Outbuildings on this allotment.	<b>Yes</b>

### Please Note

- Planning and other controls may apply for certain types of development on this allotment, any planning enquires should be made to Council's Statutory Planning department, telephone 9205 2309.
- The Building Regulations 2018 apply with respect to building envelopes, see regulation 71. Where building envelopes or similar controls apply the consent of relevant Developer (Development Victoria, Delfin, Stockland, Peet etc) may be required before a Building Permit can be issued.
- Some properties within the Hume municipal district have restrictive covenants on title which may affect or preclude some development proposals. You are advised to obtain an up to date copy of the land title documents before commencing any design works.
- In relation to land liable to flooding or designated land or works, the applicant is also advised to make inquiries with Melbourne Water and the Hume Planning Scheme.
- Bushfire Prone Area maps are available at [www.land.vic.gov.au](http://www.land.vic.gov.au)
- New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. [www.hume.vic.gov.au](http://www.hume.vic.gov.au) for more information and registrations.

Community Infrastructure Levy pursuant to section 24(5) of the *Building Act* Bal Payable \$ 0.00  
For Inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.

This advice is based on the most current information in Council's records.

Signed:   
**PETER JOLLY**  
**MUNICIPAL BUILDING SURVEYOR, HUME CITY COUNCIL**

Date: 22 August 2023

*The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.*



YARRA VALLEY WATER  
ABN 63 688 902 601

Lucknow Street  
Mitoam Victoria 3132

Private Bag 1  
Mitoam Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

22nd August 2023

Tartaglia & Associates C/- InfoTrack (LEAP) C/- LA  
LANDATA

Dear Tartaglia & Associates C/- InfoTrack (LEAP) C/- LA,

**RE: Application for Water Information Statement**

Property Address:	107 HORIZON BOULEVARD GREENVALE 3059
Applicant	Tartaglia & Associates C/- InfoTrack (LEAP) C/- LA LANDATA
Information Statement	30789195
Conveyancing Account Number	7959580000
Your Reference	204649

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](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 086 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9072 1363

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

### Yarra Valley Water Property Information Statement

Property Address	107 HORIZON BOULEVARD GREENVALE 3059
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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)**

This property has an Overflow Relief Cap (ORC) installed which is an anti-infiltration device that seals against storm water entering sewer drain during flood conditions. The top of the device must be kept clear of any obstruction at all times. It is the owner's responsibility to maintain this and to ensure that ORC is fitted to the Overflow Relief Gully at all times. If this cannot be located, cost of rectifications may be charged to the owner.

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](http://yvw.com.au/recycled).

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.

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  
ABN 93 066 882 601

Luoknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1358

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Melbourne Water Property Information Statement**

Property Address	107 HORIZON BOULEVARD GREENVALE 3059
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STATEMENT UNDER SECTION 158 WATER ACT 1989

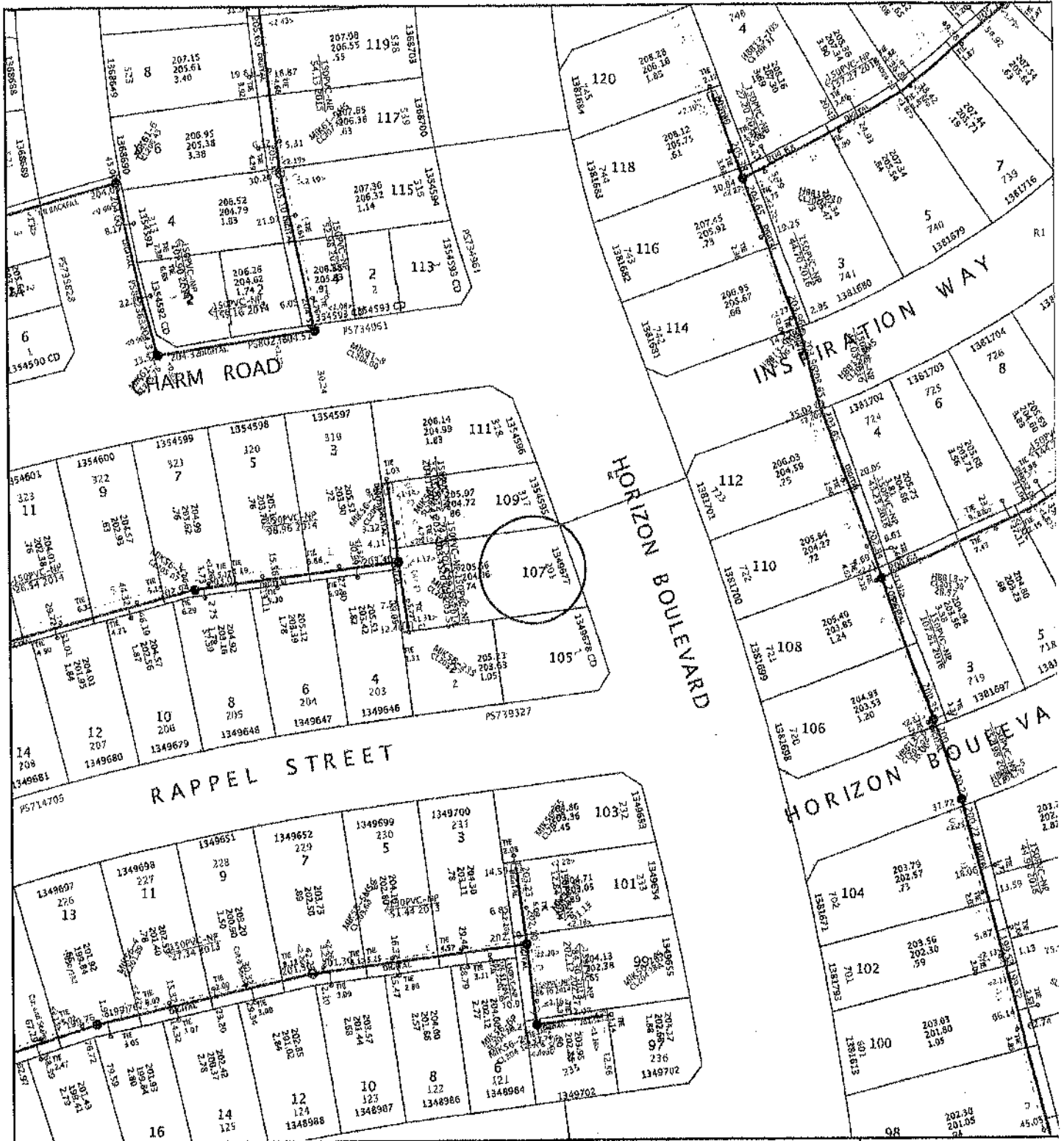
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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
















**Yarra Valley Water  
Information Statement  
Number: 30789195**

<b>Address</b>	107 HORIZON BOULEVARD GREENVALE 3059
<b>Date</b>	22/08/2023
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	
Proposed Title		Sewer Manhole		
Easement		Sewer Pipe Flow		
Existing Sewer		Sewer Offset	<1.00>	
Abandoned Sewer		Sewer Branch		

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

16th June 2015

Application ID: 169781

**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
Relocate meters in Recycled area ONLY up to 600mm	1

**Specific conditions affecting encumbrances on property:**

Recycled Water

## **Conditions of Connection Details**

### **WATER**

The existing potable and recycled services will be moved by Yarra Valley Water's contractor Select Solutions, no more than 600mm left or right from the current position and/or the connection cut back (meter to be within the property boundary). Select Solutions will be in contact to arrange works.

### **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.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at [www.yvw.com.au/easyACCESS](http://www.yvw.com.au/easyACCESS)

### **RECYCLED WATER**

#### **Supplementary Conditions of Connection for Class A Recycled Water**

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

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

#### **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.

- **Environment Improvement Plan (EIP)**

- a) **Non-Residential only**

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Recycled Water Officer on 9872 2557.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

- **Recycled Water Plumbing**

- a) **Toilet cisterns**

1. All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply
2. Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply
3. If a rainwater tank is installed at the property, it is only to be connected to outdoor taps and not plumbed into the house.
  - (1) If the backup supply to the rainwater tank is drinking water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework and taps must be installed as per Plumbing Standards
  - (2) If the backup supply to the rainwater tank is Class A recycled water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework must be appropriately marked as "non-drinking water" and taps must comply with the requirements defined in Section (2b and 2c)

- b) **External Taps – Residential**

1. An external recycled water tap must be installed to service the front of the property
  - (1) 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 taps can be relocated by the private plumber if required but not removed. Under no circumstances are the meters to be moved.
  - (2) 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.
  - (3) 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.
2. An external recycled water tap must be installed to service the rear of the property

- (1) 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.
  - (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
3. All external recycled water taps must have the following features:
    - (1) The whole body of the tap and handle must be coloured purple
    - (2) Tap to be the jumper valve type
    - (3) Tap handle must be the removable type
    - (4) Standard thread on tap outlet for garden hose bib
    - (5) Tap inlet to have 5/8" right hand thread
  4. At least one external drinking water tap must be provided to service the property, located at the front
    - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
    - (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances are the meters to be moved.
    - (3) The private plumber is required to provide an external drinking water tap with atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.
  5. 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.
- c) External Taps – Non-Residential**
1. External recycled water taps may be installed to service the front and/or rear areas of the property
  2. All external recycled water taps must comply with the features detailed in section 2(b)(3)
  3. For educational & public buildings/areas, schools, kindergartens, health care centres
    - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
  4. At least one external drinking water tap must be provided to service the property
    - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
- d) Laundry Use**
1. A recycled water washing machine tap must be installed in the laundry
  2. All recycled water washing machine tap kits must have the following features:
    - (1) 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)
    - (2) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water)
    - (3) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet

- (4) 5/8" Male lugged elbow
- (5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

**e) Irrigation Systems**

1. 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.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

**f) Prohibition Signs**

1. A recycled water prohibition sign with the words "Do Not Drink" and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

• **Uses of Recycled Water**

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing (excluding bidets)	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)
Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)
Fire sprinkler systems	NO (X)

• **Plumbing Standards**

- a) All recycled water plumbing works are to be carried out in accordance with:
- (1) AS/NZS 3500
  - (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Victorian Building Authority and Water Authorities). A copy of this guide is available at the VBA website [www.pic.vic.gov.au](http://www.pic.vic.gov.au)
  - (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
  - (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

- **Inspections For Recycled Water Plumbing Works**

**The process for carrying out residential recycled water plumbing inspections has changed. As of 13<sup>th</sup> April 2015 Yarra Valley Water will be responsible for the following inspections:**

- Stage 1 (R1) – On completion of the pipework between the meter and the house (prior to backfilling)
- Stage 2 (R2) – On completion of the Roughing In (prior to plaster installation)

**The Victorian Building Association (VBA) will continue to carry out the Stage 3 inspections up until 30th June 2015**

- Stage 3 (R3) – At the commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)

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 is entitled to enter the relevant land and premises for the purpose of inspection of the recycled water supply as defined in these Conditions of Connection under the EPA Guidelines and Risk Based Approach.

Section 145 of the Water Act allows for the imposition of the Conditions of Connection response to an application or request for connection.

Section 150 of the Water Act provides authority for Yarra Valley Water to serve notice on the owner/developer for rectification of an assessed failure to comply with the EPA Guidelines.

Yarra Valley Water may issue a notice specifying observed non-compliance should the requirements of these Conditions of Connection not be met insofar as they relate to recycled water. If non-compliance is observed connection to the recycled water system will not be permitted until a satisfactory inspection has been achieved.

If non-compliance continues, in order to maintain our servicing obligations (associated with public

health) the recycled water supply can be disconnected.

Should Yarra Valley Water observe non-compliance with the Plumbing Regulations (which differ from compliance with the EPA Guidelines) the non-conformance may be reported to the Victorian Building Authority (VBA).

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

### **Booking an Inspection for each stage of work**

#### **a) Residential**

1. The plumber is required to use the VBA's E-Toolbox to electronically request mandatory inspections for recycled water for plumbing works as follows :

- (1) **Stage 1 (R1)** – On completion of the pipework between the meter and the house (prior to backfilling).

This inspection will be carried out by Yarra Valley Water in so far as it relates to the Conditions of Connection

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

- (2) **Stage 2 (R2)** - On completion of the "roughing in" (prior to plaster installation).

This inspection will be carried out by Yarra Valley Water in so far as it relates to the Conditions of Connection

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

- (3) **Stage 3 (R3)** – At the "commissioning stage" (prior to the building being occupied and lodgement of the Compliance Certificate)

This inspection will be carried out by the Victorian Building Authority up until **30th June 2015**.

**From 1st July 2015 onwards Yarra Valley Water will be responsible for all recycled water inspections. Details on how to schedule a booking can be found on the Yarra Valley Water Website prior to 1 July 2015**

2. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water
3. 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

4. For unit developments a Stage 1 (R1) inspection is also required from the main meter to the check meters, therefore the PIC Consent Number is also required for the main to check inspection
5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date only if they both ready for inspection
  - (1) Inspections can be booked from the following business day onwards during business hours depending on availability
  - (2) The latest time an inspection can be booked for is 4pm
6. Stage 2 (R2) inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework. Prior to booking a Stage 3 inspection Stage (R1) & Stage 2 (R2) must be completed and passed. All tapware and plumbing fixtures must be fitted and operational.
  - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
  - (2) Properties using a straight piece will not pass these inspections
  - (3) Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**

**b) Non-Residential**

1. **The plumber is required to contact Yarra Valley Water directly (not VBA, previously the PIC) on 1300 651 511 or email [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au) to request mandatory inspections for recycled water plumbing works as follows:**
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Irrigation Systems must be verified at each of the following stages:
  - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
  - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)
3. Where the 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
  - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection
4. Inspections can be booked from the following business day onwards depending on availability
  - (1) The latest time an inspection can be booked for is 4pm

5. Failure to book inspections may result in recycled water not being made available until these Conditions are met. Repeat offenders will be reported to the Victorian Building Authority by Yarra Valley Water

- **Tappings**

- b) Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
  - (1) The plumber will be required to book the two tapings at the same time and pay the relevant tapping fee
2. In the case of unit developments, please refer to section 6(b)

- c) Non-Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
  - (1) The private plumber will be required to book the two tapings at the same time and pay the relevant tapping fee
2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
  - (1) The drinking water property service pipe is to be PE pipe and must be water marked
  - (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
  - (3) PE pipe must not form any part of the water meter assembly
  - (4) Any 25mm installation must be fitted with a right-angle ball valve
  - (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from [www.yvw.com.au](http://www.yvw.com.au)
  - (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided
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
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
5. The relevant Road Opening Permit must be obtained from the relevant Authority before commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit

6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

- **Locked Box**

- b) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
  1. The locked box can only be removed by a VBA (previously PIC) Inspector after the commissioning has been successfully completed
    - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated
  2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
    - (1) Such interconnection is to be above ground and clearly visible
    - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

- **Meter Assemblies & Positioning**

- b) Recycled water meters are to be positioned to the left of the drinking water meter assembly
- c) The water meter assemblies **cannot be moved** by the private plumber
  1. Residential:
    - (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
    - (2) The private plumber can request the meters to be moved at the time of the tapping
    - (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
    - (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated
  2. Non-Residential:
    - (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid
- d) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering
- e) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water

- **Stolen Meters**

- b) 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

- **Owner's Responsibility**

- b) It is the owner/s responsibility to carry out the following:
  - 1. Educate children and visitors to the property about the permitted uses of Class A recycled water
  - 2. Remove the handle from the recycled water taps when not in use
  - 3. Ensure that all recycled water prohibition signs are visible and legible at all times
  - 4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use
- c) For Irrigation Systems:
  - (1) 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
  - (2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
  - (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
  - (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
  - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's 'End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)', which can be downloaded at [www.yvw.com.au](http://www.yvw.com.au)
  - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- d) The conditions detailed in this document are binding on subsequent owners of this recycled water property

## **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.

13th November 2014

Application ID: 151437

**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**

<b>Product</b>	<b>Qty</b>
Recycled Water Inspection fee (Includes GST)	1
Combo Drinking Water & Recycled Water	1

**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.

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 payments (tappings, pluggings, metering products etc.) must be made at the easyACCESS store where the application started. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees are paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are either New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tappings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

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 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (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](http://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**

### **Supplementary Conditions of Connection for Class A Recycled Water**

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

These conditions are applicable to properties supplied with Class A recycled water and are additional to any other conditions issued in relation to water supply and sewerage works.

#### **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) Environment Improvement Plan (EIP)**

##### **a) Non-Residential only**

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Recycled Water Officer on 9872 2557.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

#### **2) Recycled Water Plumbing**

##### **a) Toilet cisterns**

1. All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply
2. Toilets with an integrated bidet are **not** to be connected to the Class A Recycled Water

### Supply

3. If a rainwater tank is installed at the property, it is only to be connected to outdoor taps and not plumbed into the house.
  - (1) If the backup supply to the rainwater tank is drinking water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework and taps must be installed as per Plumbing Standards
  - (2) If the backup supply to the rainwater tank is Class A recycled water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework must be appropriately marked as "non-drinking water" and taps must comply with the requirements defined in Section (2b and 2c)

### b) External Taps – Residential

1. An external recycled water tap must be installed to service the front of the property
  - (1) 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 taps can be relocated by the private plumber if required but not removed. Under no circumstances are the meters to be moved.
  - (2) 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.
  - (3) 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.
2. An external recycled water tap must be installed to service the rear of the property
  - (1) 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.
  - (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
3. All external recycled water taps must have the following features:
  - (1) The whole body of the tap and handle must be coloured purple
  - (2) Tap to be the jumper valve type
  - (3) Tap handle must be the removable type
  - (4) Standard thread on tap outlet for garden hose bib
  - (5) Tap inlet to have 5/8" right hand thread
4. At least one external drinking water tap must be provided to service the property, located at the front
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
  - (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances are the meters to be moved.
  - (3) The private plumber is required to provide an external drinking water tap with atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.

5. 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.

**c) External Taps – Non-Residential**

1. External recycled water taps may be installed to service the front and/or rear areas of the property
2. All external recycled water taps must comply with the features detailed in section 2(b)(3)
3. For educational & public buildings/areas, schools, kindergartens, health care centres
  - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
4. At least one external drinking water tap must be provided to service the property
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

**d) Laundry Use**

1. A recycled water washing machine tap must be installed in the laundry
2. All recycled water washing machine tap kits must have the following features:
  - (1) 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)
  - (2) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water)
  - (3) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
  - (4) 5/8" Male lugged elbow
  - (5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

**e) Irrigation Systems**

1. 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.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

**f) Prohibition Signs**

1. A recycled water prohibition sign with the words "**Do Not Drink**" and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

**3) Uses of Recycled Water**

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing (excluding bidets)	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)
Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)
Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)
Fire sprinkler systems	NO (X)

**4) Plumbing Standards**

- a) All recycled water plumbing works are to be carried out in accordance with:
- (1) AS/NZS 3500
  - (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Victorian Building Authority and Water Authorities). A copy of this guide is available at the VBA website [www.pic.vic.gov.au](http://www.pic.vic.gov.au)
  - (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
  - (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

**5) Inspections For Recycled Water Plumbing Works**

**a) Residential**

1. The plumber is required to contact the Victorian Building Authority (previously the PIC) on **8792 8221** or electronically via the VBA's E-Toolbox to request mandatory inspections for recycled water plumbing works as follows:
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Failure to book inspections may result in termination of supply until these Conditions are

met

3. 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
  4. 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
  5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date
    - (1) Inspections can be booked from the following business day onwards depending on availability
    - (2) The latest time an inspection can be booked for is 4pm
  6. Stage 2 (R2) and Stage 3 (R3) Inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
    - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
    - (2) Properties using a straight piece will not pass these inspections
    - (3) Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**
- b) Non-Residential**
1. **The plumber is required to contact Yarra Valley Water directly (not VBA, previously the PIC) on 1300 651 511 or email [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au) to request mandatory inspections for recycled water plumbing works** as follows:
    - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
    - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
    - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
  2. Irrigation Systems must be verified at each of the following stages:
    - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
    - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)
  3. Where the 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
    - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection
  4. Inspections can be booked from the following business day onwards depending on availability
    - (1) The latest time an inspection can be booked for is 4pm

5. Failure to book inspections may result in termination of supply until these Conditions are met

## 6) Tappings

### a) Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
  - (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. In the case of unit developments, please refer to section 6(b)

### b) Non-Residential

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the property service and our supply system
  - (1) The private plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
  - (1) The drinking water property service pipe is to be PE pipe and must be water marked
  - (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
  - (3) PE pipe must not form any part of the water meter assembly
  - (4) Any 25mm installation must be fitted with a right-angle ball valve
  - (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from [www.yvw.com.au](http://www.yvw.com.au)
  - (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided
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
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
5. The relevant Road Opening Permit must be obtained from the relevant Authority before commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit
6. If at the time of the tapping the above works that the plumber is responsible for have not

been completed, the tapping will be cancelled and a re-booking fee will apply

#### 7) Locked Box

- a) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
  - 1. The locked box can only be removed by a VBA (previously PIC) Inspector after the commissioning has been successfully completed
    - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated
  - 2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
    - (1) Such interconnection is to be above ground and clearly visible
    - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

#### 8) Meter Assemblies & Positioning

- a) Recycled water meters are to be positioned to the left of the drinking water meter assembly
- b) The water meter assemblies **cannot be moved** by the private plumber
  - 1. Residential:
    - (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
    - (2) The private plumber can request the meters to be moved at the time of the tapping
    - (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
    - (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated
  - 2. Non-Residential:
    - (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid
- c) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering
- d) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water

#### 9) Stolen Meters

- a) 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

#### 10) Owner's Responsibility

- a) It is the owner/s responsibility to carry out the following:
  - 1. Educate children and visitors to the property about the permitted uses of Class A recycled water
  - 2. Remove the handle from the recycled water taps when not in use
  - 3. Ensure that all recycled water prohibition signs are visible and legible at all times
  - 4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use
- b) For Irrigation Systems:
  - (1) 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
  - (2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
  - (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
  - (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
  - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's 'End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)', which can be downloaded at [www.yvw.com.au](http://www.yvw.com.au)
  - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- c) The conditions detailed in this document are binding on subsequent owners of this recycled water property

#### 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.

21st October 2014

Application ID: 149374

**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
Sewer Connection	1349677

**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**

### **RECYCLED WATER**

#### **Supplementary Conditions of Connection for Class A Recycled Water**

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

These conditions are applicable to properties supplied with Class A recycled water and are additional

to any other conditions issued in relation to water supply and sewerage works.

### **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) Environment Improvement Plan (EIP)**

### **a) Non-Residential only**

1. Prior to the supply of Class A Recycled Water being made available to the property, an approved Environmental Improvement Plan (EIP) is required to be submitted and executed by Yarra Valley Water. For details of this please contact Yarra Valley Water's Recycled Water Officer on 9872 2557.
2. Yarra Valley Water may audit the site at any time to check that recycled water is being used in accordance with the EIP

## **2) Recycled Water Plumbing**

### **a) Toilet cisterns**

1. All toilet cisterns (**excluding bidets**) must be connected to the Class A Recycled Water Supply
2. Toilets with an integrated bidet **are not** to be connected to the Class A Recycled Water Supply
3. If a rainwater tank is installed at the property, it is only to be connected to outdoor taps and not plumbed into the house.
  - (1) If the backup supply to the rainwater tank is drinking water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework and taps must be installed as per Plumbing Standards
  - (2) If the backup supply to the rainwater tank is Class A recycled water, it must be via an automatic change-over device with appropriate backflow prevention. All pipework must be appropriately marked as "non-drinking water" and taps must comply with the requirements defined in Section (2b and 2c)

### **b) External Taps – Residential**

1. An external recycled water tap must be installed to service the front of the property
  - (1) 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 taps can be relocated by the private plumber if required but not removed. Under no circumstances are the meters to be moved.

- (2) 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.
  - (3) 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.
2. An external recycled water tap must be installed to service the rear of the property
    - (1) 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.
    - (2) For single level unit developments, rear taps are to be installed per unit, or for the common property in a multi-level unit development.
  3. All external recycled water taps must have the following features:
    - (1) The whole body of the tap and handle must be coloured purple
    - (2) Tap to be the jumper valve type
    - (3) Tap handle must be the removable type
    - (4) Standard thread on tap outlet for garden hose bib
    - (5) Tap inlet to have 5/8" right hand thread
  4. At least one external drinking water tap must be provided to service the property, located at the front
    - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers
    - (2) Yarra Valley Water provides an external drinking water riser and tap fitted with an atmospheric vacuum breaker as part of the tapping for single lots/houses. This tap can be relocated by the private plumber but not removed. Under no circumstances are the meters to be moved.
    - (3) The private plumber is required to provide an external drinking water tap with atmospheric vacuum breaker for each unit in a single level unit development, or for the common property in a multi-level unit development.
  5. 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.

**c) External Taps – Non-Residential**

1. External recycled water taps may be installed to service the front and/or rear areas of the property
2. All external recycled water taps must comply with the features detailed in section 2(b)(3)
3. For educational & public buildings/areas, schools, kindergartens, health care centres
  - (1) All external recycled water taps must also be fitted with a 'Hose Bib Tap Lock'
4. At least one external drinking water tap must be provided to service the property
  - (1) All external drinking water supply taps must be fitted with atmospheric vacuum breakers

**d) Laundry Use**

1. A recycled water washing machine tap must be installed in the laundry
2. All recycled water washing machine tap kits must have the following features:
  - (1) 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)
  - (2) For vertical tap installations: recycled water washing machine tap to be installed beneath the cold water tap (hot, cold & then recycled water)
  - (3) 5/8" Female threaded tap complete with purple handle and standard 3/4" outlet
  - (4) 5/8" Male lugged elbow
  - (5) Cover Plate with laser etched prohibition warning complying with AS1319 stating "Recycled Water Do Not Drink"

**e) Irrigation Systems**

1. 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.
2. Irrigation systems connected to recycled water must incorporate moisture sensors to ensure watering is controlled during or following periods of rain
3. An appropriate containment backflow prevention device is to be fitted and independently tested
4. You must ensure that only the minimum possible volume of Class A recycled water runs off the property to the stormwater system.

**f) Prohibition Signs**

1. A recycled water prohibition sign with the words "Do Not Drink" and complying with AS1319 is to be installed at each external recycled water tap outlet, above the tap

**3) Uses of Recycled Water**

USE OF CLASS A RECYCLED WATER	YES (✓) or NO (X)
Toilet flushing (excluding bidets)	YES (✓)
Garden irrigation	YES (✓)
Washing cars/external walls	YES (✓)
Filling ornamental ponds	YES (✓)
Fire fighting (not sprinklers)	YES (✓)
Construction purposes	YES (✓)
Washing machines for clothes washing	YES (✓)
Drinking (human consumption)	NO (X)
Cooking or other kitchen purposes	NO (X)
Personal washing (baths, showers, basin, bidets)	NO (X)
Evaporative coolers	NO (X)
Indoor household cleaning	NO (X)

Swimming pools or spas	NO (X)
Recreation involving water contact e.g. children playing under sprinklers	NO (X)
Fire sprinkler systems	NO (X)

#### 4) Plumbing Standards

- a) All recycled water plumbing works are to be carried out in accordance with:
- (1) AS/NZS 3500
  - (2) Recycled Water Plumbing Guide 2008 Dual Pipe Plumbing Systems (Victorian Building Authority and Water Authorities). A copy of this guide is available at the VBA website [www.pic.vic.gov.au](http://www.pic.vic.gov.au)
  - (3) Water Metering & Servicing Guidelines (Water Authorities). A copy of these guidelines are available by visiting [www.yvw.com.au](http://www.yvw.com.au)
  - (4) All property service pipe is to be purple solid jacketed polyethylene (PE) pipe in accordance with the above standards

#### 5) Inspections For Recycled Water Plumbing Works

##### a) Residential

1. The plumber is required to contact the Victorian Building Authority (previously the PIC) on **8792 8221** or electronically via the VBA's E-Toolbox to request mandatory inspections for recycled water plumbing works as follows:
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Failure to book inspections may result in termination of supply until these Conditions are met
3. 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
4. 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
5. Stage 1 (R1) & Stage 2 (R2) inspections can be booked consecutively for the same booking date
  - (1) Inspections can be booked from the following business day onwards depending on availability
  - (2) The latest time an inspection can be booked for is 4pm

6. Stage 2 (R2) and Stage 3 (R3) inspections can only be booked on metered properties or where a test bucket has been used to pressurise the pipework
  - (1) Straight bridging pieces where a meter is missing are not acceptable due to the risk of backflow contamination
  - (2) Properties using a straight piece will not pass these inspections
  - (3) Stolen meters must be reported by calling Yarra Valley Water on **1300 304 688**

**b) Non-Residential**

1. **The plumber is required to contact Yarra Valley Water directly (not VBA, previously the PIC) on 1300 651 511 or email [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au) to request mandatory inspections for recycled water plumbing works** as follows:
  - (1) Stage 1 (R1): On completion of the pipework between the meter and the house (prior to backfilling)
  - (2) Stage 2 (R2): On completion of the Roughing In (prior to plaster installation)
  - (3) Stage 3 (R3): At the Commissioning stage (prior to the building being occupied and lodgement of the Compliance Certificate)
2. Irrigation Systems must be verified at each of the following stages:
  - (1) Stage 1 (R1): Meter to master solenoid valve (prior to backfilling)
  - (2) Stage 2 (R2): Commissioning (prior to lodgement of the Compliance Certificate)
3. Where the 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
  - (1) This interconnection is to be removed by the private plumber at the time of the commissioning inspection
4. Inspections can be booked from the following business day onwards depending on availability
  - (1) The latest time an inspection can be booked for is 4pm
5. Failure to book inspections may result in termination of supply until these Conditions are met

**6) Tappings**

**a) Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time
  - (1) The plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. In the case of unit developments, please refer to section 6(b)

**b) Non-Residential**

1. Yarra Valley Water will carry out the tapping for the Class A recycled water supply and the drinking water supply at the same time and install the connecting valve between the

property service and our supply system

- (1) The private plumber will be required to book the two tappings at the same time and pay the relevant tapping fee
2. The private plumber must arrange at their expense, to install both the property service and the connecting works, including installation of the appropriate water meter/s delivered by Yarra Valley Water's contractor
  - (1) The drinking water property service pipe is to be PE pipe and must be water marked
  - (2) The Class A Recycled Water property service pipe is to be solid jacketed purple PE pipe and must be water marked
  - (3) PE pipe must not form any part of the water meter assembly
  - (4) Any 25mm installation must be fitted with a right-angle ball valve
  - (5) Meter installations must comply with Yarra Valley Water's approved metering technical drawings, which are available for download from [www.yvw.com.au](http://www.yvw.com.au)
  - (6) In the interest of health and safety it is the responsibility of the property owner to ensure that containment, zone and individual backflow prevention is provided
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
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
5. The relevant Road Opening Permit must be obtained from the relevant Authority before commencing any excavation work within a road reserve. It is the responsibility of the applicant to comply with every traffic management requirement contained in that permit
6. If at the time of the tapping the above works that the plumber is responsible for have not been completed, the tapping will be cancelled and a re-booking fee will apply

## 7) Locked Box

- a) All recycled water meters for residential properties will be installed with a locked box at the time of the tapping
  1. The locked box can only be removed by a VBA (previously PIC) Inspector after the commissioning has been successfully completed
    - (1) If a locked box is removed prior to commissioning, this will be considered a breach of these conditions and the service may be plugged. Re-booking fees will apply to have the service reinstated
  2. A temporary interconnection with the drinking water supply plumbing may be established for pressure testing of pipework installed for the provision of Class A Recycled Water
    - (1) Such interconnection is to be above ground and clearly visible
    - (2) This interconnection is to be removed by the private plumber at the time of the commissioning inspection

## 8) Meter Assemblies & Positioning

- a) Recycled water meters are to be positioned to the left of the drinking water meter assembly
- b) The water meter assemblies **cannot be moved** by the private plumber
  - 1. Residential:
    - (1) Potable and Recycled water meters in mandated recycled water areas can only be moved by Yarra Valley Water's Tapping Contractor within 600mm from the original tapping point
    - (2) The private plumber can request the meters to be moved at the time of the tapping
    - (3) If meters need to be moved >600mm or once the tapping has been completed then a plugging and re-tapping must be booked and the relevant fee paid
    - (4) Any meters which have been moved will be relocated to their original tapping location or the service will be plugged. Yarra Valley Water will recover these costs from the property owner. Re-booking fees will apply to have services reinstated
  - 2. Non-Residential:
    - (1) Meters cannot be moved once installed. Relocation requires a plugging and re-tapping to be booked and the relevant fee paid
- c) Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering
- d) Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water

## 9) Stolen Meters

- a) 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

## 10) Owner's Responsibility

- a) It is the owner/s responsibility to carry out the following:
  - 1. Educate children and visitors to the property about the permitted uses of Class A recycled water
  - 2. Remove the handle from the recycled water taps when not in use
  - 3. Ensure that all recycled water prohibition signs are visible and legible at all times
  - 4. Ensure that in the case of Educational / Public Buildings, that the 'Hose Bib Tap Lock' is securely in place when recycled water external tap/s are not in use

- b) For Irrigation Systems:
- (1) 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
  - (2) Class A Recycled Water must be used responsibly. To ensure positive public perception, irrigation during the middle of the day is not recommended
  - (3) Annual testing of the backflow prevention device is required to ensure the device is operating correctly
  - (4) Signage must be produced at the owner's expense and displayed prominently in each area recycled water is being used for irrigation purposes. These signs should comply with Australian Standards 2416-2002: *Design and application of water safety signs* and should contain the wording: "Recycled Water is used in this area. Do Not drink. Avoid Contact."
  - (5) Users of Class A Recycled Water for irrigation purposes are required to comply with Yarra Valley Water's *End Use Protocol: Irrigation of Public Open Spaces (Garden Beds, Tress, Lawns)*, which can be downloaded at [www.yvw.com.au](http://www.yvw.com.au)
  - (6) An Environment Improvement Plan (EIP) is submitted in accordance with Yarra Valley Water guidelines for Class A Recycled Water
- c) The conditions detailed in this document are binding on subsequent owners of this recycled water property

## SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au) or faxed to 9872 1413.

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

This property must have an Overflow Relief Cap (ORC) installed. The ORC has an anti-infiltration device that seals against storm water entering the sewer drain during flood conditions. It is the responsibility of the applicant/owner to ensure that these Conditions of Connection are provided to the Plumber prior to any plumbing work being undertaken on the property and that the plumber is aware of this requirement to install the mandatory ORC on this property. The plumber must comply with these Conditions of Connection. Failure to do so may result in a fine being issued as defined by the Water Act 1989. The top of the device must be kept clear of any obstruction at all times. It is the owner's responsibility to maintain the ORC and to ensure that the ORC is fitted to the Overflow Relief Gully at all times. If Yarra Valley Water cannot locate the ORC, the applicant/owner may be charged the cost of rectification. A detailed brochure on the ORC can be downloaded from the easyACCESS Knowledge Hub.

## 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 83 066 962 501

Locknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9972 1353

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

Tartaglia & Associates C/- InfoTrack (LEAP) C/- LA  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

Account No: 2605026130  
Rate Certificate No: 30789195

Date of Issue: 22/08/2023  
Your Ref: 204649

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
107 HORIZON BVD, GREENVALE VIC 3059	201\PS714705	5097719	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$20.26
Residential Water Usage Charge Step 1 - 22.000000KL x \$2.44510000 = \$53.79 Estimated Average Daily Usage \$0.58	08-03-2023 to 08-06-2023	\$53.79	\$0.00
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$115.72
Residential Sewer Usage Charge 42.000000KL x 0.817052 = 34.316163 x 0.900000 = 30.884547 x \$1.15400000 = \$35.64 Estimated Average Daily Usage \$0.39	08-03-2023 to 08-06-2023	\$35.64	\$0.00
Residential Recycled Water Usage Charge Recycled Water Usage - 20.000000KL x \$1.84890000 = \$36.98	08-03-2023 to 08-06-2023	\$36.98	\$0.00
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$21.33
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$29.70
Residential Water and Sewer Usage Charge **		\$0.00	\$0.00

**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** \$187.01

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

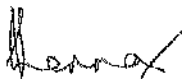
Property Address	Lot & Plan	Property Number	Property Type
1170 MICKLEHAM RD, GREENVALE VIC 3059		5097718	Superseded

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

Please note, from 1 July 2023:

\* The Parks fee will be charged quarterly instead of annually.

\*\* The Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges for properties that have both water and sewer service.



GENERAL MANAGER  
RETAIL SERVICES

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**Note:**

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

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

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

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

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

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

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**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](http://yvw.com.au/recycled).



YARRA VALLEY WATER  
ABN 33 085 502 301

Luoknow Street  
Mitoham Victoria 3132

Private Bag 1  
Mitoham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5097719

Address: 107 HORIZON BVD, GREENVALE VIC 3059

Water Information Statement Number: 30789195

HOW TO PAY



Billor Code: 314567  
Ref: 26050261300

Amount  
Paid

Date  
Paid

Receipt  
Number



6th July 2016

Cedric Yeo  
Australian Pool Permits  
care of  
cedric@auspoolpermits.com.au

Dear Cedric Yeo,

**APPLICATION FOR BUILD OVER CONDITIONS**

<b>Application ID</b>	205801
<b>Property Address</b>	107 HORIZON BOULEVARD GREENVALE 3059
<b>Service Location ID</b>	5097719

Thank you for your recent application. Based on the information you have supplied, we are pleased to provide you with Build Over conditions for the above property address.

If applicable, an invoice for application fees will be forwarded to you separately.

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. We have placed an encumbrance to this effect on the above property referencing these conditions.

Please note that our imposition of conditions does not affect the rights of any other parties over the area in question.

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.

For additional property development information please visit [easyACCESS Land Development Hub](#).

These conditions are for the structures that you have indicated that are to be constructed, as listed below.

<b>Structures</b>
Lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking

Swimming Pools, Spas, Saunas and Basements including and Pumps and Pipework Swimming pool fence and or fence.
--

Details of the assets covered by these conditions are shown in the attached asset plans and sewer depth and offset plan for each asset showing its size and average depth as applicable.

Please refer to the attached Build Over Easement and conditions applicable for each structure relative to asset and or easement on or near your property. The colours on the plans denote the following:

Colour Code	Interpretation	Relevant condition and requirement
Red circled area	Your property's identification on the plan	For information relative to easements and assets
Orange line	Boundary of easement	Generally cannot be built over except as specified below
Red shaded area around assets	Assets and area that cannot be built over	Cannot build within one meter of these assets except if conditions are specified below
Yellow hatched area	Area around the asset and the associated easement, taking into account one meter from the asset or the easement boundary (not shaded) whichever is the greater	Cannot be built over except if conditions are specified below
Green highlighted	Asset or easement that can be built over	Build over is subject to conditions below

The last page of these conditions provides a guide on how to interpret these plans and the application of the specific conditions.

If you have any enquiries please email us at [easyaccess@yvw.com.au](mailto:easyaccess@yvw.com.au) or visit our website <http://easyaccessknowledgehub.com/> for further information. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'J P Maudsley', written in a cursive style.

John Maudsley

Divisional Manager, Development Services

**Conditions and definitions that apply under this consent:**

**Land:**

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 warrants 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.

**Specific conditions:**

For any lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround 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. Where a structure is to be constructed boundary to boundary, suitable access to the sewer (which meets OH&S guidelines) must be provided to allow maintenance equipment and personnel access at all times.
7. Maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
8. Maintenance holes can only be opened by YVW's authorised personnel.
9. Maximum width allowed for eaves is 600 mm

For any above ground swimming pools/spas and saunas including pumps and pipework in the vicinity of a maintenance hole the following apply:

1. Refer to the attached plan 'G' or 'H' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted (not for below ground pools).
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. Where a structure is to be constructed boundary to boundary, suitable access to the sewer (which meets OH&S guidelines) must be provided to allow maintenance equipment and personnel access at all times.
7. Maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
8. Maintenance holes can only be opened by YVW's authorised personnel.

9. 24 hour unobstructed access is required.

For any lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking 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. The proposed structure can be built over the sewer asset. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Pad footings/foundations are permitted.
4. Driven Piles are not 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. Any structure over the Yarra Valley Water sewer asset must not exceed 8m in length.
7. For structures which are required to traverse the sewer main, the foundations crossing the sewer main must maintain a minimum 600 mm vertical clearance, unless demountable.
8. A concrete floor is to be of non-structural infill slab only, as, if required to be removed, it would not affect the integrity of the structure.
9. 24 hour unobstructed access is required.
10. Maximum width allowed for eaves is 600 mm.
11. Height Clearance is required, unless demountable. Height clearance is taken to be height of the walls.
12. A structurally independent roof must be provided when attached to another structure. Engineering plans must be submitted showing the independence of the roof.

For any lightweight garages and carports greater than 10 square metres including any

pergolas, verandas, gazebos, sails and decking in the vicinity of a maintenance shaft, the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 800 mm horizontal clearance from the centre line of the cover 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. Maintenance shaft cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
7. Maintenance shafts can only be opened by YVW's authorised personnel.
8. Maximum width allowed for eaves is 600 mm.

For any above ground swimming pools/spas and saunas, including any pumps and pipework in the vicinity of a maintenance shaft, the following apply:

1. Refer to attached plan 'G' or 'H' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 800 mm horizontal clearance from the centre line of the cover is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted (not for below ground pools)
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. Maintenance shaft cover levels must match new surface levels. Where alteration

works are applicable the works are to be carried out by YVW at the Owner's expense.

7. Maintenance shafts can only be opened by YVW's authorised personnel.

For any lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'A' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance between the proposed works / foundation and the property connection branch 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. Maximum width allowed for eaves is 600 mm

For any above ground swimming pools/spas and saunas including any pumps and pipework in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to attached plan 'H' for this structure.
2. Pad footings/foundations are permitted.
3. The proposed Structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance between the proposed works / foundation and the property connection branch.
4. Pad footings / foundations are permitted (not for below ground pools)
5. Where pad footings / foundations 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. Driven piles are not permitted.

For any above ground swimming pools/spas and saunas including any pumps and pipework 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 'G' or 'H' for this structure.
2. The proposed structure can be built over the sewer main. A minimum 600 mm horizontal clearance (if Above ground pool or spa) and/or a minimum 1000mm horizontal clearance (if Sauna) between the proposed structure and the outside edge of the sewer main is required.

For any lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a property connection branch servicing the property, the following apply:

1. Refer to attached plan 'D' for this structure.
2. No structures deemed habitable are to be built over a property connection branch
3. Build over of own property connection branch is not permitted where the branch is servicing more than one property
4. For structures adjacent to the property connection branch the following conditions apply
5. . A minimum of 600 mm horizontal clearance between the proposed works / foundations and the property connection branch
6. Pad footings / foundations are permitted
7. 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.
8. Driven piles are not permitted
9. Maximum width allowed for eaves is 600 mm.
10. For structures traversing over the Property Connection branch, the following additional conditions apply
11. Pler 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 1.0 m
12. Concrete floor is to be of non structural infill slab only
13. Foundations traversing the property connection branch must maintain a minimum 600 mm vertical clearance

14. Height clearance is required, unless demountable. Height clearance is taken to be height of the walls

For any above ground swimming pools/spas and saunas including pumps and pipework in the vicinity of a property connection branch servicing the property, the following conditions apply:

1. Refer to attached plan 'G' for this structure
2. The proposed structure cannot 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. Footings / foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch.
4. Driven piles are not permitted.

For any swimming pool fences and or fences in the vicinity of a sewer main, the following apply:

1. The swimming pool fence and or fence if required can be easily removed.
2. No additional load to be placed on the sewer.

Multi-unit and single residential, industrial/commercial developments 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. 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](#).

**Notes:**

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.






















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

## How to interpret the attached plans.

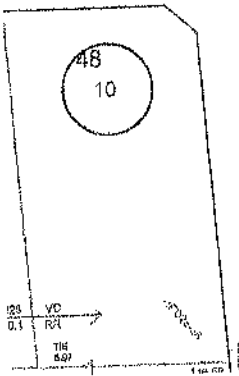
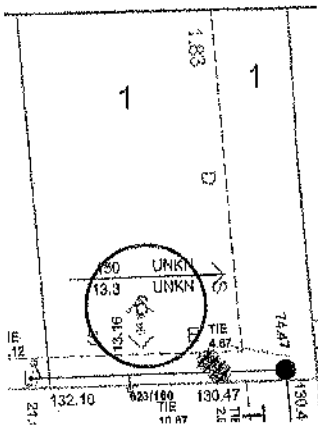
The following information will help you to interpret the build over conditions in this response. You should review this information carefully.

There are three types of plans provided.

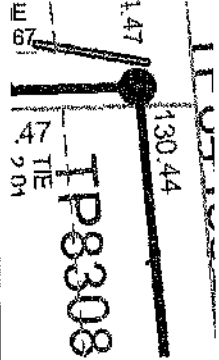
Plan Type	Purpose
Asset Plan	<p>An Asset Plan (sometimes referred to as a Property Asset Plan) shows the water supply pipes and sewer main pipes and associated infrastructure for a property and adjacent properties that are serviced by Yarra Valley Water. These pipes are referred to as 'assets'.</p>
Sewer Depth and Offset (SDO) Plan	<p>A Sewer Depth and Offset (SDO) Plan shows details of sewer main pipes and house connection branches on a property or on nearby properties. There is one of these plans for each relevant asset on or near your property and also any property connection branches.</p> <p>Details include pipe size, pipe material, average depth of sewer mains and depth to the connection point on a house connection branch as shown below.</p> <p>These details allow you to determine which conditions apply to a particular asset as conditions vary depending on the pipes material and depth.</p> <p>This is a Vitreous Clay pipe of 225 mm at an average depth of 3.13 m, less than the key depth of 3.5 meters.</p> <div data-bbox="534 1422 821 1635" style="border: 1px solid black; padding: 5px;"> <p><b>ASSET DETAILS</b></p> <p>Pipe Size: 225            Pipe Material: VC            Average Depth (m): 3.13</p> <p>Note: Offsets denoted in brackets &lt; &gt; are from the title boundary to centreline of pipe.            If pipe offset is not shown, it is unknown and will need to be shown on site.</p> </div> <p>Typical sewer types include Vitreous Clay (VC) and Concrete (CONC).</p> <p>Where a sewer type is Unknown (UNK), we assume it is Concrete and apply relevant Concrete asset conditions.</p> <p>The distance of a sewer main from the property boundary (sewer offset) is also shown on the plan when the offset information is available.</p> <p>There is a table of material types shown to the left side of each SDO Plan.</p>

Plan Type	Purpose																								
	<p><b>Abbreviation Pipe Material</b></p> <p>AC Abestos Cement            CIGL Cast Iron Cement Lined            CI Cast Iron (Unlined)            CI Cast Iron (CI 75)            CU Copper Tube            GWI Galvanised Wrought Iron            MSCL Mild Steel Cement Lined            MSEL Steel Enamel Lined            MSW Mild Steel Welded            UPVC Poly Vinyl Chloride</p> <p>Particular asset types are referred to in the build over conditions. These are shown at the bottom left side of each SDO Plan to assist you in determining the conditions applicable to each asset.</p> <table border="1" data-bbox="518 824 1040 1086"> <tr> <td>Existing Title</td> <td><input type="text"/></td> <td>Circular Access Point</td> <td></td> </tr> <tr> <td>Proposed Title</td> <td><input type="text"/></td> <td>Offset Distance</td> <td><input type="text"/></td> </tr> <tr> <td>Access Point Number</td> <td>GP812-04</td> <td>Square Manhole</td> <td></td> </tr> <tr> <td>Sewer Pipe Flow</td> <td><input type="text"/></td> <td>End of Pipe</td> <td></td> </tr> <tr> <td>Existing Sewer</td> <td><input type="text"/></td> <td>Maintenance Shaft</td> <td></td> </tr> <tr> <td>Change of Grade</td> <td><input type="text"/></td> <td>Inspection Shaft</td> <td></td> </tr> </table>	Existing Title	<input type="text"/>	Circular Access Point		Proposed Title	<input type="text"/>	Offset Distance	<input type="text"/>	Access Point Number	GP812-04	Square Manhole		Sewer Pipe Flow	<input type="text"/>	End of Pipe		Existing Sewer	<input type="text"/>	Maintenance Shaft		Change of Grade	<input type="text"/>	Inspection Shaft	
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Existing Sewer	<input type="text"/>	Maintenance Shaft																							
Change of Grade	<input type="text"/>	Inspection Shaft																							
<p><b>Build Over Easement (BOE) Plans</b></p>	<p>Your build over conditions will reference one or more specific Plans, labelled "A" to "K" depending on the type of structure and the specific conditions.</p> <p>The plan type is referenced as "Plan F" in the example below.</p> <table border="1" data-bbox="518 1294 1157 1422"> <tr> <td>Yarra Valley Water Buildover Plan Reference: Plan F</td> <td>Address WHITEHORSE ROAD BLACKBURN 3133</td> <td>Date 20/04/2013</td> <td>Scale 400</td> <td></td> <td></td> </tr> </table> <p><small>Disclaimer: This Buildover 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 its use or its accuracy in this plan.</small></p> <p>ADN 93 098 902 501</p> <p>The address of the plan and the date that the BOE plan has been produced is also illustrated. Scale is provided so you can measure off the plan, in addition to the specific clearances set out in the written conditions.</p> <p>The following table sets out how each of the clearances and areas that can or cannot be built over, subject to the conditions, are shown on each Build Over Easement Plan.</p>	Yarra Valley Water Buildover Plan Reference: Plan F	Address WHITEHORSE ROAD BLACKBURN 3133	Date 20/04/2013	Scale 400																				
Yarra Valley Water Buildover Plan Reference: Plan F	Address WHITEHORSE ROAD BLACKBURN 3133	Date 20/04/2013	Scale 400																						

The following table explains how to interpret different symbols and colour coded areas represented in Build Over Easement Plans. Each colour code defines the clearances and areas that can or cannot be built over, subject to the conditions.

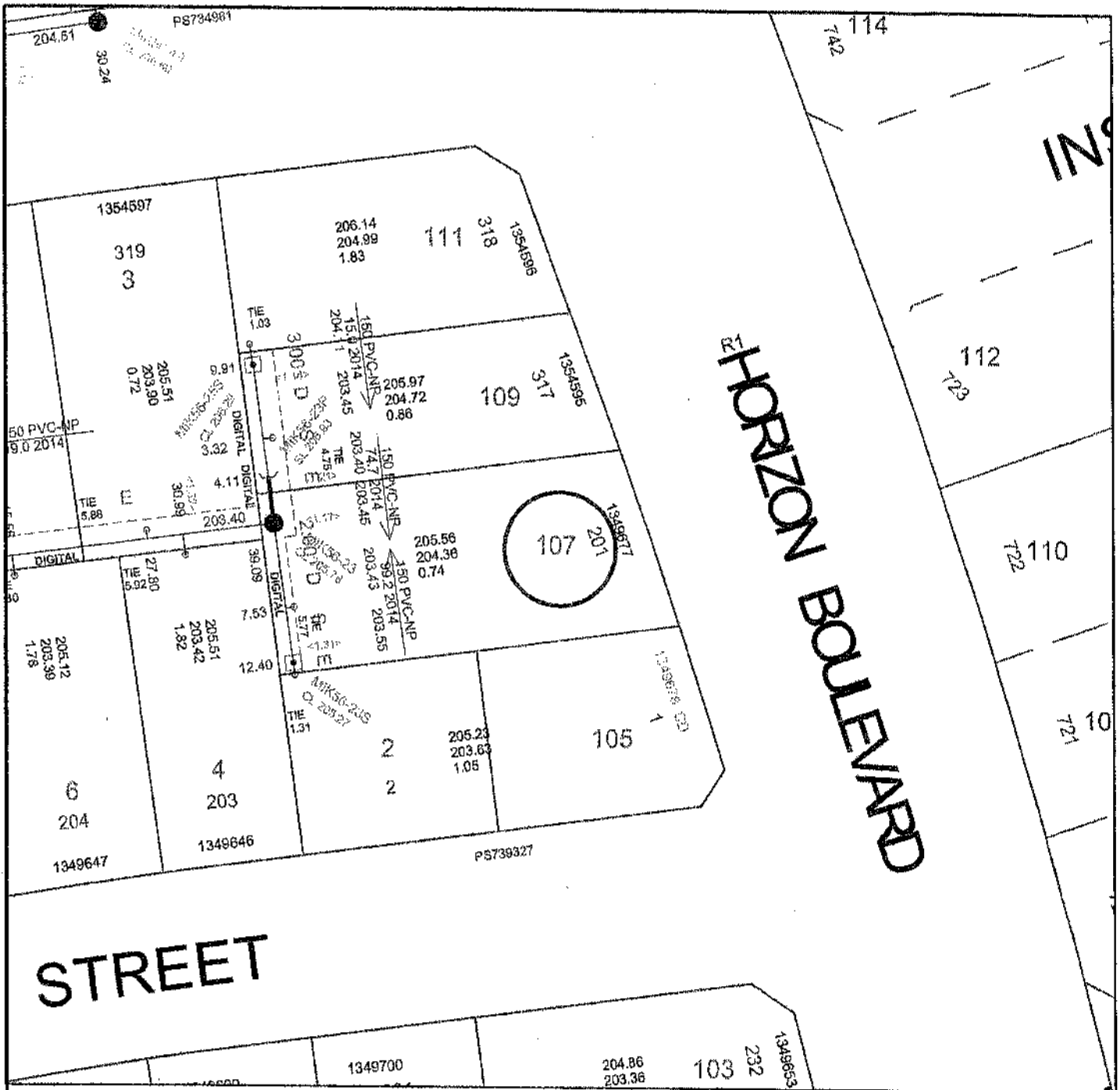
Colour Code	Interpretation	Relevant condition and requirement
<p>Red circled area</p>	<p>Your property's identification on the plan.</p>  <p>The circle in this case highlights '10', the number of the property in the street.</p> <p>This example is a corner block.</p>	<p>For information relative to easements and assets.</p> <p>As noted in this document these conditions and binding on the owner and successors in title of the property.</p> <p>Conditions and a copy of the attached plans are automatically recorded as an encumbrance against this property. It is provided as part of property information in Section 32 searches at the time of sale and purchase.</p>
<p>Orange line</p>	<p>This represents the boundary of the easement as a dotted orange line..</p>  <p>In this case two easements are shown on the property number "6" in this plan. There is one easement labelled 1.83 on the right and another with a sewer asset across the bottom of the plan.</p>	<p>Generally this area cannot be built over except as specified in the conditions related to each structure and plan type. Where assets are shaded yellow the affected area is not just the area covering the asset, but also area to the edge of the easement, whichever is greater.</p>



Colour Code	Interpretation	Relevant condition and requirement
Green highlighted asset Shown as <b>Condition A</b> on BOE plans	<p>This is the area around an asset or easement that can be built over.</p>  <p>The asset here is shown with a green highlight and the branch with simple green line where build over is permitted. In this case the manhole remains red preventing it being built over.</p>	<p>Build over is subject to conditions set out above.</p> <p>Please note property connection branches servicing an adjoining property or multiple lots cannot be built over except if specifically allowed in above conditions for limited structures such as driveways.</p>

The following Build Over Easement plan types will be attached to this document based on the proposed structures, applicable assets and/or easements as follows:

- Plan A - General Structures
- Plan B - Residences & Habitable Structures
- Plan C - Commercial and Industrial Structures
- Plan D - General Structures
- Plan E - Excavation and Landscaping
- Plan F - Driveways and paving
- Plan G - Above ground pools, saunas, spas
- Plan H - Above ground pools, saunas, spas
- Plan I - Below ground pools and basements
- Plan J - Below ground pools, basements poles and towers
- Plan K - Utilities and Property Drains



**Yarra Valley Water  
Sewerage Depth Offset  
Asset Map**

Address 107 HORIZON BOULEVARD GREENVALE 3059

Date	6/07/2016
Scale	500

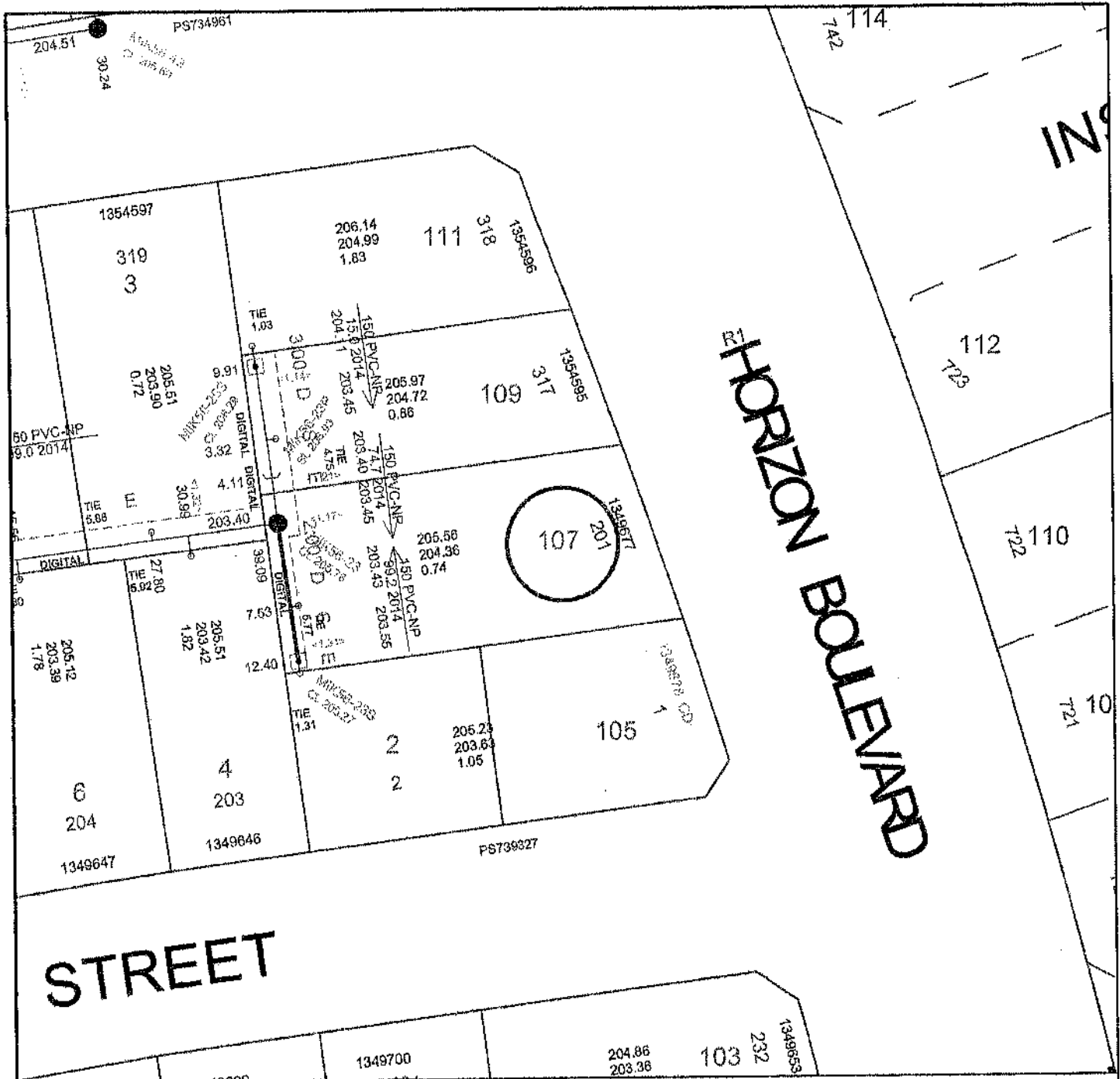


**Yarra  
Valley  
Water**

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.

ABN 93 066 902 501

Existing Title		Circular Access Point		Abbreviation Pipe Material	<b>ASSET DETAILS</b> <b>Pipe Size:</b> 150 <b>Pipe Material:</b> PVC-NP <b>Average Depth (m):</b> 2.43 <b>Branch Length (m):</b> 0.739  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. <b>YVW Ref:</b> 5097719	
Proposed Title		Offset Distance		VC		VITREOUS CLAY
Access Point Number		Square Manhole		PVC-NP		UPVC - Non Pressure
Sewer Pipe Flow		End of Pipe		PVC-PW		UPVC - Profile Wall
Existing Sewer		Maintenance Shaft		CONC		CONCRETE
Change of Grade		Inspection Shaft		RC/UCON		CC Re/Un-reinforced
		Pump Station		PP_SW		POLYPROYLENE
		Ventilation		HDPE		POLYETHYLENE
				CI		CAST IRON



**Yarra Valley Water**  
**Sewerage Depth Offset**  
**Asset Map**

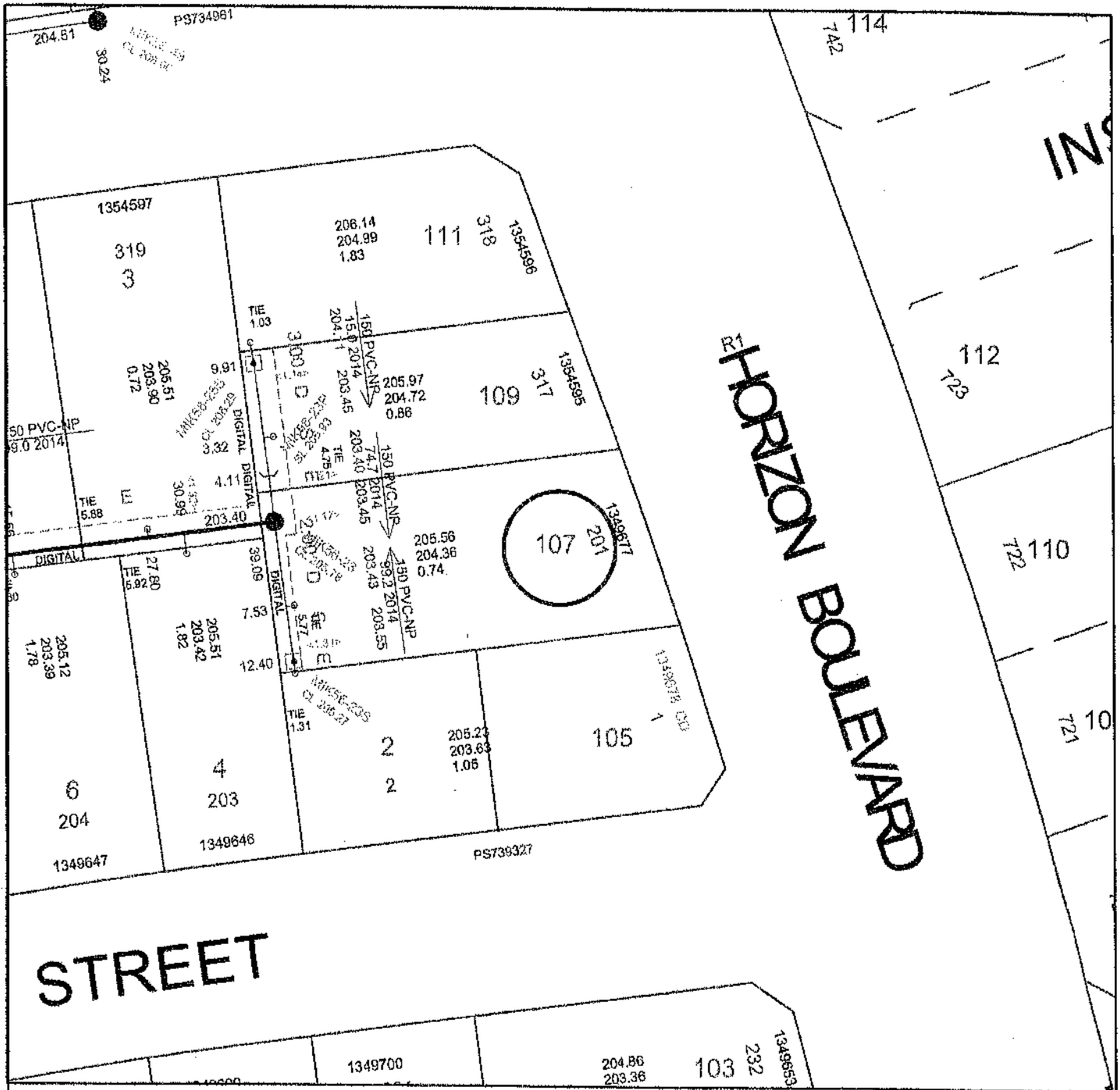
Address 107 HORIZON BOULEVARD GREENVALE 3059

<b>Date</b>	6/07/2016	 N
<b>Scale</b>	500	

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.

**Yarra Valley Water**  
 ABN 93 066 902 501

<p>Existing Title </p> <p>Proposed Title </p> <p>Access Point Number </p> <p>Sewer Pipe Flow </p> <p>Existing Sewer </p> <p>Change of Grade </p>	<p>Circular Access Point </p> <p>Offset Distance </p> <p>Square Manhole </p> <p>End of Pipe </p> <p>Maintenance Shaft </p> <p>Inspection Shaft </p> <p>Pump Station </p> <p>Ventilation </p>	<p><b>Abbreviation Pipe Material</b></p> <table style="width: 100%; font-size: small;"> <tr> <td>VC</td> <td>VITREOUS CLAY</td> </tr> <tr> <td>PVC-NP</td> <td>UPVC - Non Pressure</td> </tr> <tr> <td>PVC-PW</td> <td>UPVC - Profile Wall</td> </tr> <tr> <td>CONC</td> <td>CONCRETE</td> </tr> <tr> <td>RC/UCON</td> <td>CC Re/Un-reinforced</td> </tr> <tr> <td>PP_SW</td> <td>POLYPROYLENE</td> </tr> <tr> <td>HDPE</td> <td>POLYETHYLENE</td> </tr> <tr> <td>CI</td> <td>CAST IRON</td> </tr> </table>	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	<p><b>ASSET DETAILS</b></p> <p><b>Pipe Size:</b> 150  <b>Pipe Material:</b> PVC-NP  <b>Average Depth (m):</b> 2.04  <b>Branch Length (m):</b> 0.739</p> <p>Note: Offsets denoted in brackets &lt; &gt; 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.</p> <p><b>YVW Ref:</b> 5097719</p>
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																		



**Yarra Valley Water**  
**Sewerage Depth Offset**  
**Asset Map**

Address 107 HORIZON BOULEVARD GREENVALE 3059

Date	8/07/2016
Scale	500

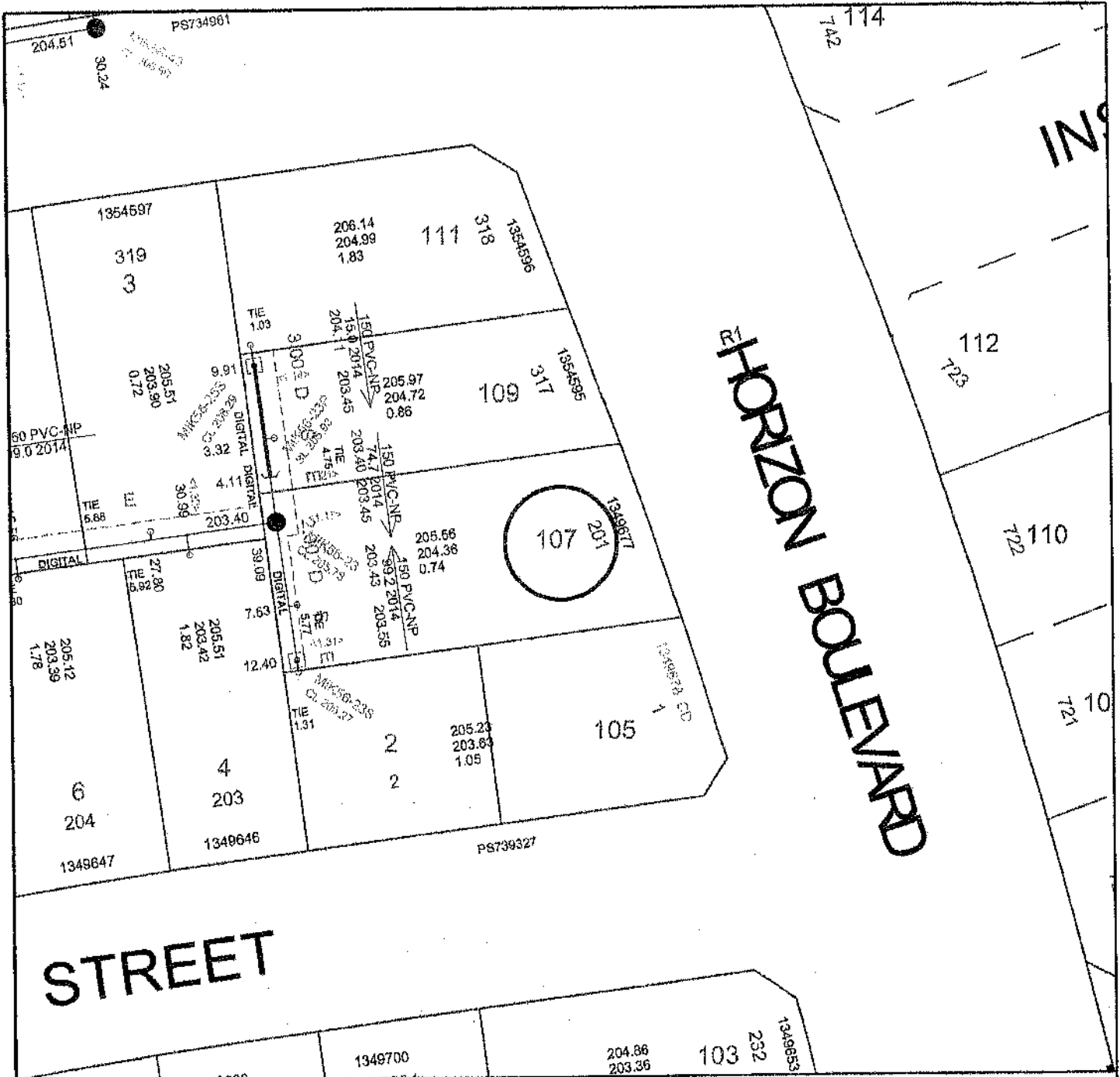


**Yarra Valley Water**

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		Circular Access Point		Abbreviation Pipe Material	<b>ASSET DETAILS</b> <b>Pipe Size:</b> 150 <b>Pipe Material:</b> PVC-NP <b>Average Depth (m):</b> 2.22 <b>Branch Length (m):</b> 0.739  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. <b>YVW Ref:</b> 5097719	
Proposed Title		Offset Distance		VC		VITREOUS CLAY
Access Point Number		Square Manhole		PVC-NP		UPVC - Non Pressure
Sewer Pipe Flow		End of Pipe		PVC-PW		UPVC - Profile Wall
Existing Sewer		Maintenance Shaft		CONC		CONCRETE
Change of Grade		Inspection Shaft		RC/UGON		CC Re/Un-reinforced
		Pump Station		PP_SW		POLYPROPYLENE
		Ventilation		HDPE	POLYETHYLENE	
				CI	CAST IRON	



**Yarra Valley Water**  
**Sewerage Depth Offset**  
**Asset Map**















Address 107 HORIZON BOULEVARD GREENVALE 3059

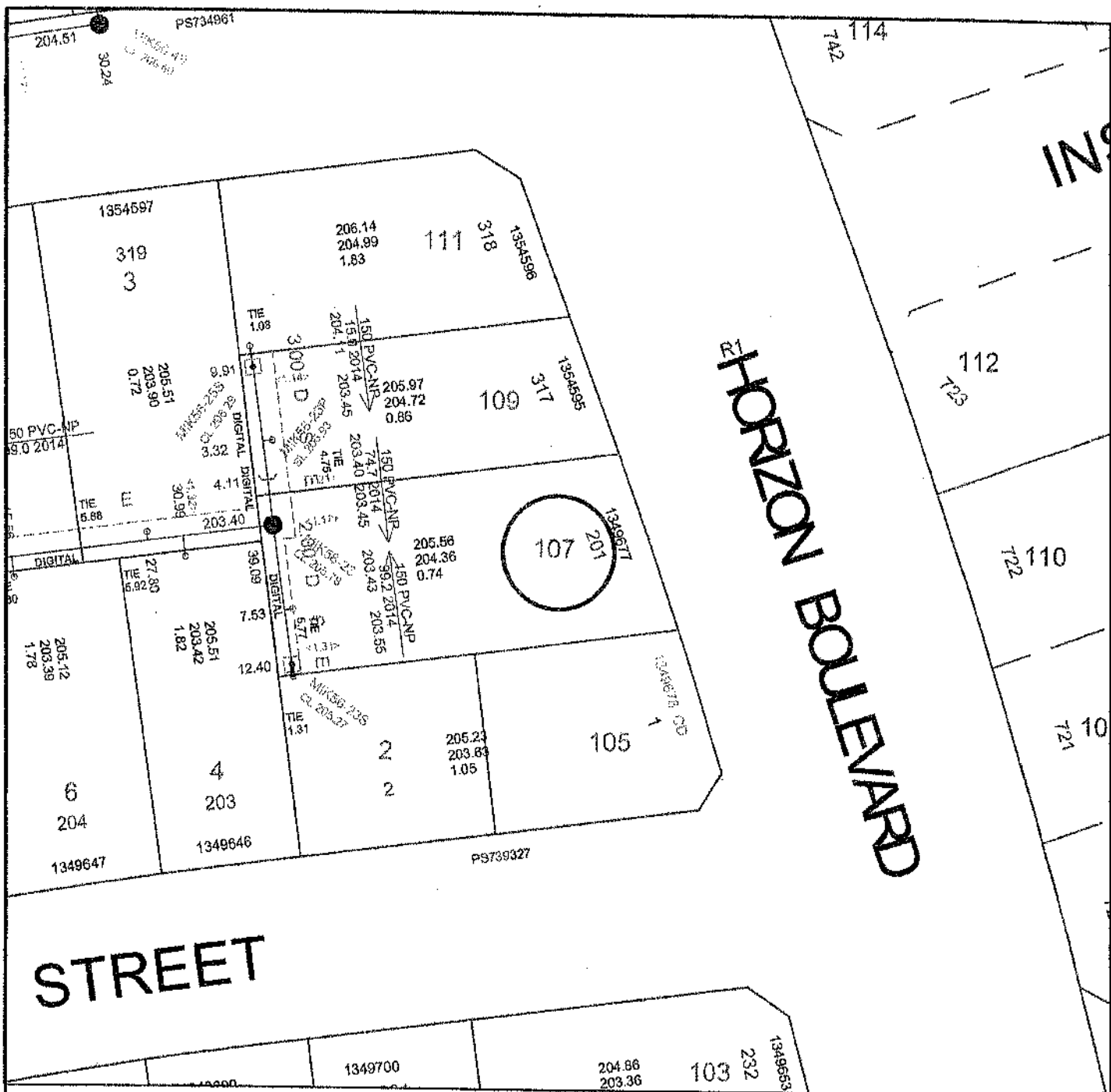
Date	6/07/2016	
Scale	500	

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.



**Yarra Valley Water**  
 ABN 93 066 902 501

<p>Existing Title </p> <p>Proposed Title </p> <p>Access Point Number </p> <p>Sewer Pipe Flow </p> <p>Existing Sewer </p> <p>Change of Grade </p>	<p>Circular Access Point </p> <p>Offset Distance </p> <p>Square Manhole </p> <p>End of Pipe </p> <p>Maintenance Shaft </p> <p>Inspection Shaft </p> <p>Pump Station </p> <p>Ventilation </p>	<p><b>Abbreviation Pipe Material</b></p> <p>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</p>	<p><b>ASSET DETAILS</b></p> <p><b>Pipe Size:</b> 150  <b>Pipe Material:</b> PVC-NP  <b>Average Depth (m):</b> 2.33  <b>Branch Length (m):</b> 0.739</p> <p>Note: Offsets denoted in brackets &lt; &gt; 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.</p> <p><b>YVW Ref:</b> 5097719</p>
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**Yarra Valley Water  
Sewer Branch  
Asset Map**

**Address** 107 HORIZON BOULEVARD GREENVALE 3059

<b>Date</b>	6/07/2016
<b>Scale</b>	500



**Yarra  
Valley  
Water**

ABN 93 066 902 501

**Disclaimer:** This Sewerage 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	
Proposed Title	
Access Point Number	
Sewer Pipe Flow	
Existing Sewer	
Change of Grade	

Circular Access Point	
Offset Distance	
Square Manhole	
End of Pipe	
Maintenance Shaft	
Inspection Shaft	
Pump Station	
Ventilation	

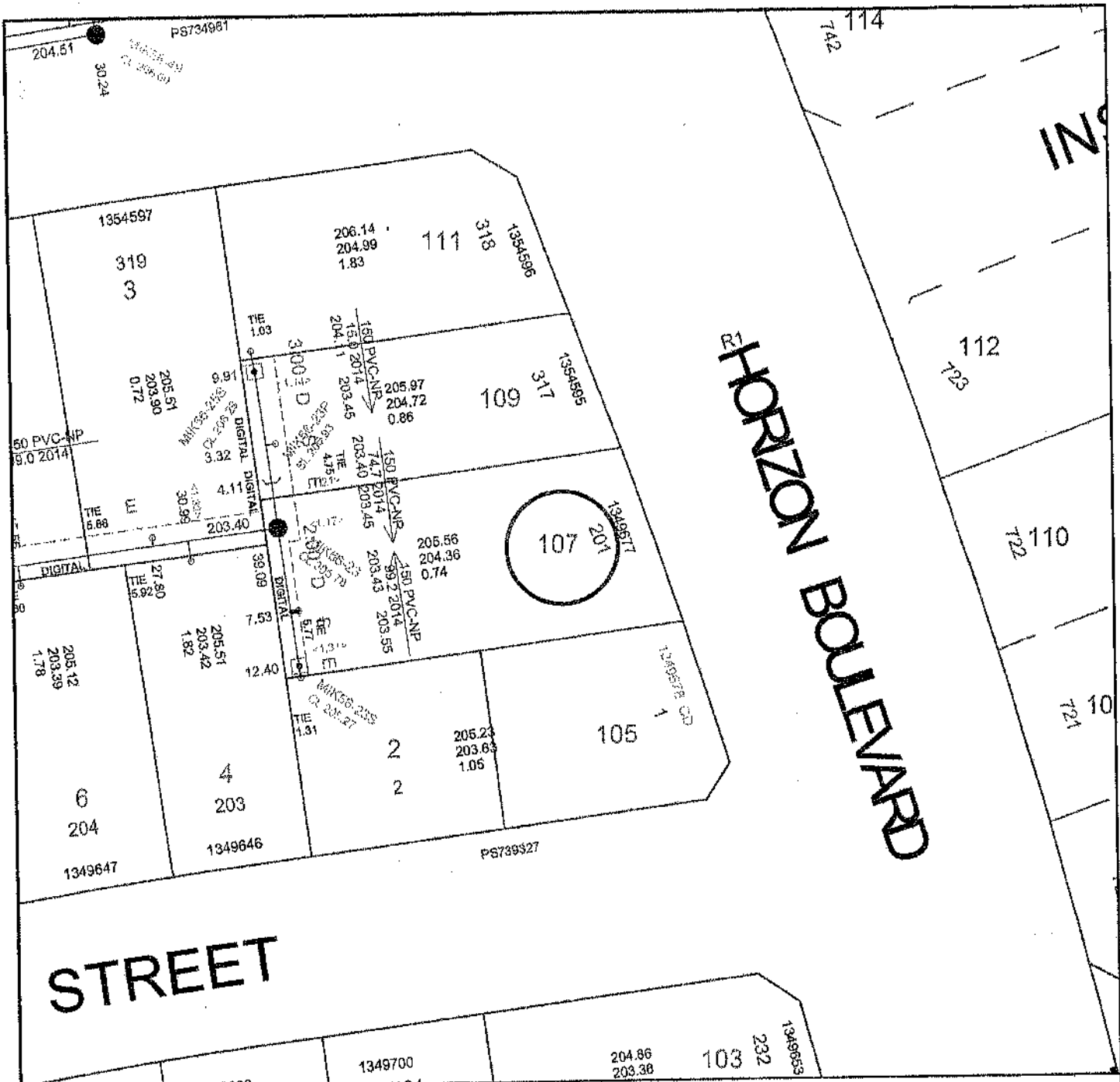
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

**ASSET DETAILS**

**Branch Size:** 100  
**Branch Material:** PVC-NP  
**Branch Depth (m):** 1.606  
**Branch Length(m):** 1.05

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

**YVW Ref:** 5097719



**Yarra Valley Water  
Sewer Branch  
Asset Map**

**Address** 107 HORIZON BOULEVARD GREENVALE 3059

<b>Date</b>	6/07/2016
<b>Scale</b>	500



**Yarra Valley Water**

ABN 93 068 902 501

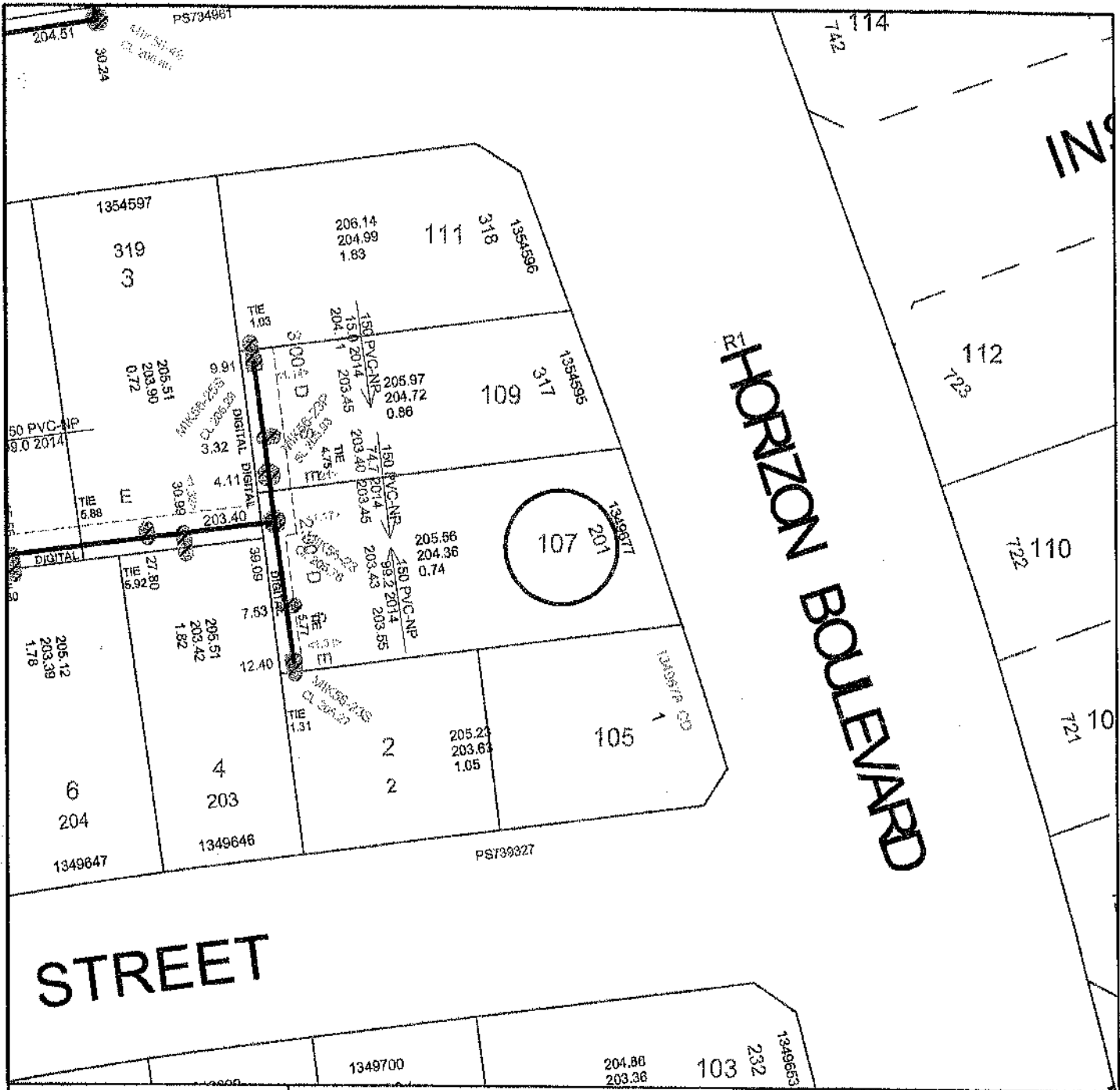
Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

**ASSET DETAILS**

**Branch Size:** 100  
**Branch Material:** PVC-NP  
**Branch Depth (m):** 1.205  
**Branch Length(m):** 0.739

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.  
**YVW Ref:** 5097719

Existing Title		Circular Access Point		Abbreviation Pipe Material	
Proposed Title		Offset Distance		VC	VITREOUS CLAY
Access Point Number		Square Manhole		PVC-NP	UPVC - Non Pressure
Sewer Pipe Flow		End of Pipe		PVC-PW	UPVC - Profile Wall
Existing Sewer		Maintenance Shaft		CONC	CONCRETE
Change of Grade		Inspection Shaft		RC/UGONCC	Re/Un-reinforced
		Pump Station		PP_SW	POLYPROYLENE
		Ventilation		HDPE	POLYETHYLENE
				CI	CAST IRON



**Yarra Valley Water  
Buildover: Plan A  
General Structures**

<b>Address</b>	107 HORIZON BOULEVARD GREENVALE 3059
<b>Date</b>	6/07/2016
<b>Scale</b>	500



**Yarra  
Valley  
Water**

ABN 93 066 902 501

Disclaimer: This Buildover 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.

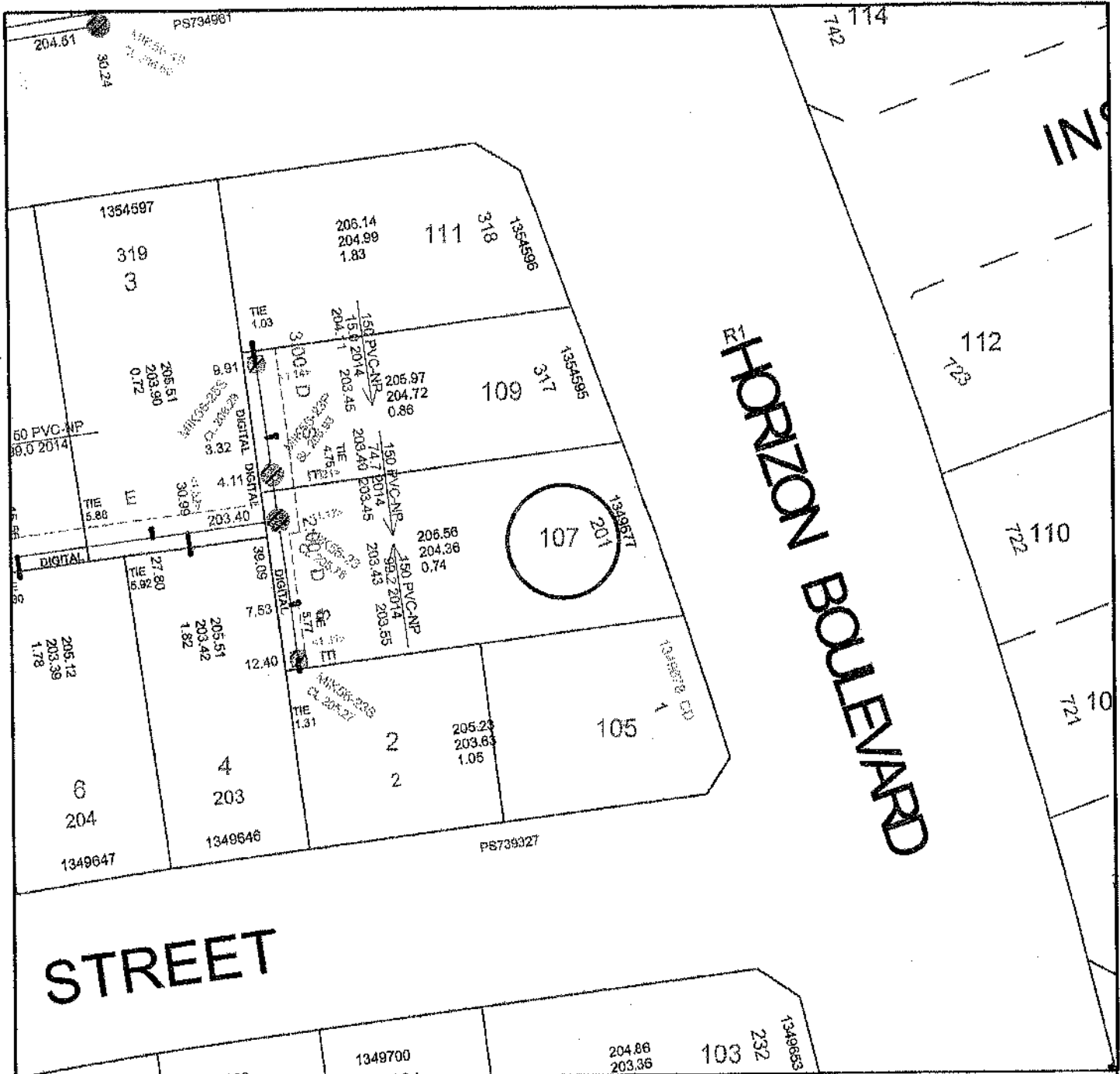
Existing Title		Circular Access Point		Offset Distance	
Proposed Title		Junction		End of Pipe	
Access Point Number		Gas Check Manhole		Maintenance Shaft	
Sewer Pipe Flow		Square Manhole		Long Branch Reducer	
Abandoned Sewer		Rectangle Manhole		Pump Station	
Existing Sewer		Chambered Manhole		Ventilation	
Change of Grade		Inspection Shaft			

**PLAN REFERENCE CONDITION**

Condition A	Condition B	Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

YVW Ref: 205801



**Yarra Valley Water  
Buildover: Plan D  
General Structures**

<b>Address</b>	107 HORIZON BOULEVARD GREENVALE 3059
<b>Date</b>	6/07/2016
<b>Scale</b>	500



**Yarra  
Valley  
Water**

Disclaimer: This Buildover 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.

ABN 93 066 902 501

Existing Title		Circular Access Point		Offset Distance	
Proposed Title		Junction		End of Pipe	
Access Point Number		Gas Check Manhole		Maintenance Shaft	
Sewer Pipe Flow		Square Manhole		Long Branch Reducer	
Abandoned Sewer		Rectangle Manhole		Pump Station	
Existing Sewer		Chambered Manhole		Ventilation	
Change of Grade		Inspection Shaft			

**PLAN REFERENCE CONDITION**

Condition A	Condition B	Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

**YVW Ref: 205801**



**Yarra Valley Water  
Buildover: Plan F  
Driveways, paving, fences  
and swimming pool fences**

<b>Address</b>	107 HORIZON BOULEVARD GREENVALE 3059	
<b>Date</b>	6/07/2016	
<b>Scale</b>	500	



Disclaimer: This Buildover 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.

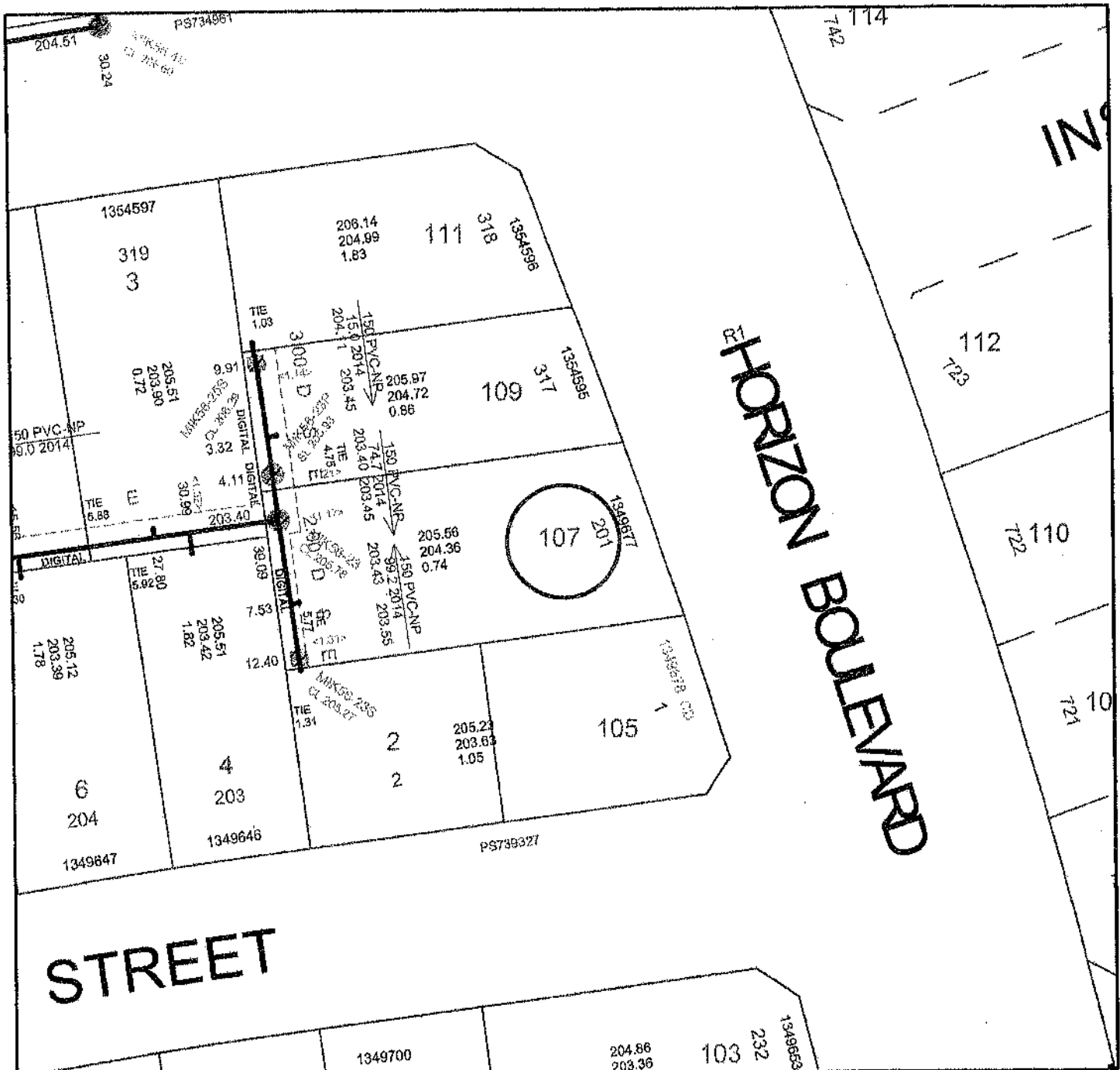
Existing Title		Circular Access Point		Offset Distance	
Proposed Title		Junction		End of Pipe	
Access Point Number		Gas Check Manhole		Maintenance Shaft	
Sewer Pipe Flow		Square Manhole		Long Branch Reducer	
Abandoned Sewer		Rectangle Manhole		Pump Station	
Existing Sewer		Chambered Manhole		Ventilation	
Change of Grade		Inspection Shaft			

**PLAN REFERENCE CONDITION**

Condition A	Condition B	Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

**YVW Ref: 205801**



**Yarra Valley Water  
Buildover: Plan G  
Above ground pools,  
saunas and spas**

<b>Address</b>	107 HORIZON BOULEVARD GREENVALE 3059
<b>Date</b>	6/07/2016
<b>Scale</b>	500



**Yarra  
Valley  
Water**

ABN 93 066 902 501

Disclaimer: This Buildover 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.

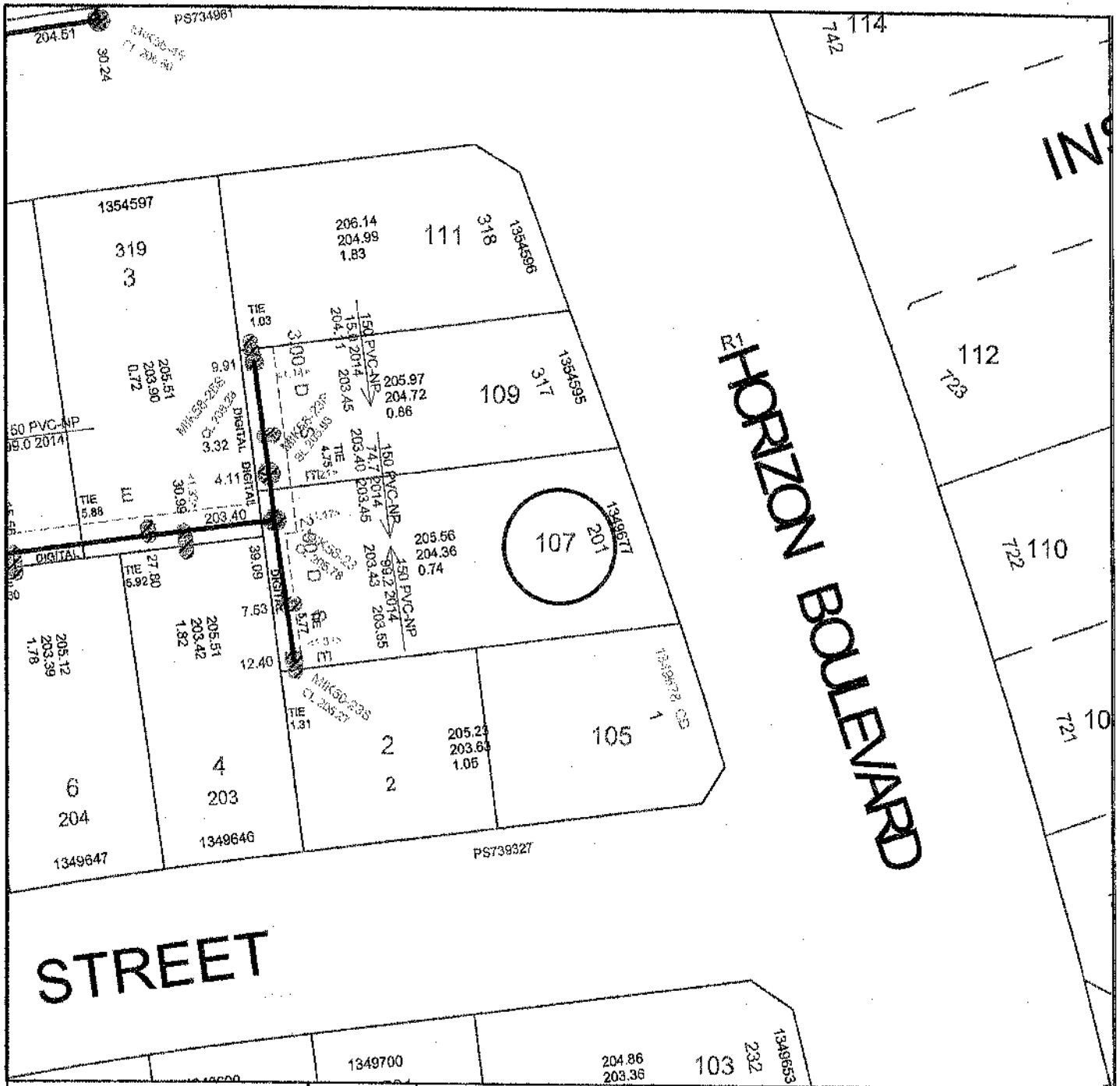
Existing Title		Circular Access Point		Offset Distance	
Proposed Title		Junction		End of Pipe	
Access Point Number		Gas Check Manhole		Maintenance Shaft	
Sewer Pipe Flow		Square Manhole		Long Branch Reducer	
Abandoned Sewer		Rectangle Manhole		Pump Station	
Existing Sewer		Chambered Manhole		Ventilation	
Change of Grade		Inspection Shaft			

**PLAN REFERENCE CONDITION**

Condition A	Condition B	Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

**YVW Ref: 205801**



**Yarra Valley Water  
Buildover: Plan H  
Above ground pools,  
saunas and spas**

<b>Address</b>	107 HORIZON BOULEVARD GREENVALE 3059
<b>Date</b>	6/07/2016
<b>Scale</b>	500



**Yarra  
Valley  
Water**

Disclaimer: This Buildover 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.

ABN 93 066 902 501

Existing Title		Circular Access Point		Offset Distance	
Proposed Title		Junction		End of Pipe	
Access Point Number		Gas Check Manhole		Maintenance Shaft	
Sewer Pipe Flow		Square Manhole		Long Branch Reducer	
Abandoned Sewer		Rectangle Manhole		Pump Station	
Existing Sewer		Chambered Manhole		Ventilation	
Change of Grade		Inspection Shaft			

**PLAN REFERENCE CONDITION**

Condition A	Condition B	Condition C

This plan and relevant clearances relate to your application and is to be read in conjunction with the approval letter it was issued with.

YVW Ref: 205801

# Property Clearance Certificate

## Land Tax



INFOTRACK / TARTAGLIA & ASSOCIATES

Your Reference: 391/2023  
Certificate No: 66636675  
Issue Date: 22 AUG 2023  
Enquiries: ESYSPROD

Land Address: 107 HORIZON BOULEVARD GREENVALE VIC 3059

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41516876	201	714705	11518	322	\$0.00

Vendor: SONIA PATRICIA VALENTI & GIUSEPPE SEBAST VALENTI  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS SONIA PATRICIA VALENTI	2023	\$449,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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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 IMPROVED VALUE:	\$790,000
SITE VALUE:	\$449,000
CURRENT LAND TAX CHARGE:	\$0.00

# Notes to Certificate - Land Tax

Certificate No: 66636675

## Power to Issue Certificate

1. Pursuant to section 96AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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. Pursuant to section 96 of the *Land Tax Act 2005*, 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 set out in the certificate, described as the "Current Land Tax Charge" overleaf. 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 = \$673.00

Taxable Value = \$449,000

Calculated as \$375 plus ( \$449,000 - \$300,000) multiplied by 0.200 cents.

## Land Tax - Payment Options

### BPAY



Billier Code: 5249  
Ref: 66636675

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 66636675

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / TARTAGLIA & ASSOCIATES

Your Reference: 391/2023  
Certificate No: 66636675  
Issue Date: 22 AUG 2023

Land Address: 107 HORIZON BOULEVARD GREENVALE VIC 3059

Lot	Plan	Volume	Folio
201	714705	11518	322

Vendor: SONIA PATRICIA VALENTI & GIUSEPPE SEBAST VALENTI

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

Paul Broderick  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 66636675

## Power to Issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor


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

## General Information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. 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.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

**BPAY**




Billers Code: 416073  
Ref: 66636671

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 66636671

**Visa or Mastercard**

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

**Important payment information**

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Tartaglia & Associates C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 204649

NO PROPOSALS. As at the 22th August 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

107 HORIZON BOULEVARD, GREENVALE 3059  
CITY OF HUME

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 22th August 2023

Telephone enquiries regarding content of certificate: 13 11 71